

ORDINANCE NO. O24-44

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE CITY TO PURCHASE THE PROPERTY LOCATED AT 6145 N 83<sup>RD</sup> AVENUE, GLENDALE, ARIZONA AND DIRECTING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS AND DIRECTING THE CITY CLERK TO RECORD A CERTIFIED COPY OF THIS ORDINANCE.

WHEREAS, the real property located at 6145 North 83<sup>rd</sup> Avenue is adjacent to Glendale Heroes Regional Park; and

WHEREAS, the City wishes to expand recreational opportunities within Glendale Heroes Regional Park for the benefit of its citizens; and

WHEREAS, it is in the public interest for the City of Glendale to purchase the real property described in this Ordinance.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That the City Manager of the City of Glendale is hereby authorized and directed to enter into the Residential Real Property Purchase Contract with James Martinez and Mary Lois Martinez as Co-Trustees of the J&M Martinez Revocable Trust dated March 15, 2021, attached in Exhibit "A" and execute all documents necessary to close and support the sale of the Property legally described and incorporated therein.

SECTION 2. That the duly authorized disbursing officers of the City of Glendale be authorized and directed to pay all sums necessary for the closing and transfer of said real property in accordance with the Residential Real Property Purchase Contract.

SECTION 3. That the City Clerk is instructed and authorized to forward a certified copy of this ordinance for recording to the Maricopa County Recorder's Office.

SECTION 4. That the provisions of this ordinance shall become effective thirty (30) days after passage of this ordinance by the Glendale City Council.

(Signatures on the following page)

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this 6<sup>th</sup> day of November, 2024.

\_\_\_\_\_  
Mayor Jerry P. Weiers

ATTEST:

\_\_\_\_\_  
Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

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Michael D. Bailey, City Attorney

REVIEWED BY:

\_\_\_\_\_  
Kevin R. Phelps, City Manager

**RESIDENTIAL REAL ESTATE PURCHASE CONTRACT**

**I. PROPERTY**

- 1. **BUYER:** City of Glendale, an Arizona municipal corporation (“Buyer”).
- 2. **SELLER:** James Martinez and Mary Lois Martinez as Co-Trustees of the J&M Martinez Revocable Trust dated March 15, 2021, (“Seller”) whose mailing address is 6145 N 83<sup>rd</sup> Avenue, Glendale, Arizona 85303.

3. Buyer agrees to buy and Seller agrees to sell the real property “AS IS” with all improvements, fixtures, and appurtenances thereon or incidental thereto, plus the personal property described herein (collectively the "Property").

4. **Property Address:** 6145 N 83<sup>rd</sup> Avenue  
Glendale, Maricopa County, Arizona  
Assessor's Parcel #: 102-06-663

5. **Legal Description:** As legally described in the Warranty Deed recorded on March 17, 2021 with the Maricopa County Recorder as Document No. 2021-0299315 and attached hereto as **Exhibit A**.

6. **Full Purchase Price is: \$745,000.00** Full Purchase Price shall be paid by Buyer as outlined below:

**\$ 10,000.00** in Earnest money shall be paid to the ESCROW AGENT/TITLE COMPANY WITHIN 48 HOURS OF ACCEPTANCE.

The balance of **\$735,000.00** shall be paid in CASH at CLOSE OF ESCROW. CLOSE OF ESCROW shall occur on or before **December 31, 2024** as provided in Section VIII (ADDITIONAL TERMS AND CONDITIONS) below.

7. **Close of Escrow:** Close of Escrow (“COE”) shall occur when the deed is recorded at the Maricopa County Recorder’s office. Buyer and Seller shall comply with all terms and conditions of this Contract, execute and deliver to Escrow Agent all closing documents, and perform all other acts necessary in sufficient time to allow COE to occur as provided in Paragraph 6 above. If Escrow Agent or Recorder’s office is closed on COE Date, COE shall occur on the next day that both are open for business.

8. Buyer shall deliver to Escrow Agent a cashier's check, wired funds or other immediately available funds to pay any down payment, and any additional deposits, including Buyer's closing costs to Escrow Agent/Title Company, in a sufficient amount and in sufficient time to allow COE to occur on COE Date.

9. **Possession:** Seller shall deliver possession, occupancy, existing keys and/or means to operate all locks, mailbox, security system/alarms, and all common area facilities to Buyer at COE.

10. **Addenda Incorporated:**

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> AS IS    | <input type="checkbox"/> H.O.A. (including CC&Rs)                         |
| <input type="checkbox"/> Buyer Contingency   | <input type="checkbox"/> Lead-Based Paint Disclosure                      |
| <input type="checkbox"/> Domestic Water Well | <input type="checkbox"/> Additional Clause                                |
| <input type="checkbox"/> Short Sale          | <input checked="" type="checkbox"/> On-site Wastewater Treatment Facility |

Other: \_\_\_\_\_

11. **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:

- free-standing range/oven
- light fixtures
- towel, curtain and drapery rods
- attached floor coverings
- attached fireplace equipment
- sun screens
- shutters and awnings
- water-misting systems
- solar systems
- timers
- mailbox
- built-in appliances
- ceiling fans
- draperies and other window coverings
- flush-mounted speakers
- window and door screens,
- storm windows and doors
- garage door openers and controls
- attached media antennas/ satellite dishes
- outdoor landscaping, fountains, and lighting
- pellet, wood-burning or gas-log stoves
- storage sheds
- central vacuum, hose, and attachments

12. If owned by the Seller, the following items also are included in this sale (if checked):

- pool and spa equipment (including any mechanical or other cleaning systems)
- security and/or fire systems and/or alarms
- water softeners
- water purification systems
- refrigerator washer dryer

13. Additional existing personal property included in this sale:

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14. Additional existing personal property included shall not be considered part of the Property and shall be transferred with no monetary value, and free and clear of all liens or encumbrances. Fixtures and leased items NOT included:

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II. **FINANCING**

15. This is a CASH SALE. Financing is NOT a condition of this sale.

### III. TITLE AND ESCROW

16. **Escrow:** This Contract shall be used as escrow instructions. The Title Company/Escrow Agent employed by the parties to carry out the terms of this Contract shall be:

**Katie Bisenius**  
**Navi Title Agency**  
**9943 E Bell Road**  
**Scottsdale, AZ 85260**  
**Office: (480) 914-3040**  
**Mobile: (623) 288-9800**  
[kbisenius@navititle.com](mailto:kbisenius@navititle.com)

17. **Title and Vesting:** Buyer will take title upon COE.

18. **Title Commitment and Title Insurance:** Title Company/Escrow Agent is hereby instructed to obtain and deliver to Buyer and Seller directly, addressed pursuant to this Section III or as otherwise provided, a Commitment for Title Insurance together with complete and legible copies of all documents that will remain as exceptions to Buyer's policy of Title Insurance ("Title Commitment"), including but not limited to Conditions, Covenants and Restrictions ("CC&Rs"); deed restrictions; and easements. Buyer shall have five (5) days after receipt of the Title Commitment and after receipt of notice of any subsequent exceptions to provide notice to Seller of any items disapproved. Seller shall convey title by warranty deed, subject to existing taxes, assessments, covenants, conditions, restrictions, rights of way, easements and all other matters of record. Buyer shall, at its own expense, obtain an American Land Title Association ("ALTA") Homeowner's Title Insurance Policy, or if not available, an ALTA Residential Title Insurance Policy ("Plain Language"/"1-4 units") or, if not available, a Standard Owner's Title Insurance Policy, showing title vested in Buyer. Buyer may acquire extended coverage at Buyer's own additional expense.

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

20. **Tax Pro-rations:** Real property taxes payable by the Seller shall be prorated to COE based upon the latest tax information available.

21. **Release of Earnest Money:** In the event of a dispute between Buyer and Seller regarding any Earnest Money deposited with Title Company/Escrow Agent, Buyer and Seller authorize Title Company/Escrow Agent to release Earnest Money pursuant to the terms and conditions of this Contract in its sole and absolute

discretion. Buyer and Seller agree to hold harmless and indemnify Title Company/Escrow Agent against any claim, action or lawsuit of any kind, and from any loss, judgment, or expense, including costs and attorney fees, arising from or relating in any way to the release of Earnest Money.

22. **Pro-rations of Assessments and Fees:** All assessments and fees that are not a lien as of the COE, including homeowner’s association fees, rents, irrigation fees, and, if assumed, insurance premiums, interest on assessments, interest on encumbrances, and service contracts, shall be prorated as of COE or Other:

23. **Assessment Liens:** The amount of any assessment, other than homeowner’s association assessments, that is a lien as of the COE, shall be paid in full by Seller prorated and assumed by Buyer. Any assessment that becomes a lien after COE is the Buyer’s responsibility.

24. **IRS and FIRPTA Reporting:** Seller agrees to comply with IRS reporting requirements. If applicable, Seller agrees to complete, sign, and deliver to Escrow Company a certificate indicating whether Seller is a foreign person or a non-resident alien pursuant to the Foreign Investment in Real Property Tax Act (“FIRPTA”). Buyer and Seller acknowledge that if the Seller is a foreign person, the Buyer must withhold a tax equal to 10% of the purchase price, unless an exemption applies.

IV. **DISCLOSURE**

25. **Seller Property Disclosure Statement (“SPDS”):** Seller shall deliver a completed SPDS form to the Buyer within five (5) days after Contract acceptance.

26. **Insurance Claims History:** Seller shall deliver to Buyer a written five-year insurance claims history regarding Property (or a claims history for the length of time Seller has owned the Property if less than five years) from Seller’s insurance company or an insurance support organization or consumer reporting agency, or if unavailable from these sources, from Seller, within five (5) days after Contract acceptance. (Seller may redact any reference to date of birth or social security number from the document). Buyer shall provide notice of objections to this Insurance Claims History and request a credit/decrease in Purchase Price or other accommodation based on the Insurance Claim History within the Inspection Period or five (5) days after receipt of the claims history, whichever is later.

27. **Lead-Based Paint Disclosure:** If the Property was built prior to 1978, the Seller shall: (i) notify the Buyer of any known lead-based paint (“LBP”) or LBP hazards in the Property; (ii) provide the Buyer with any LBP risk assessments or inspections of the Property in the Seller’s possession; (iii) provide the Buyer with the Disclosure of Information on Lead-based Paint and Lead-based Paint Hazards, and any report, records, pamphlets, and/or other materials referenced therein, including the pamphlet “Protect Your Family from Lead in Your Home” (collectively “LBP Information”). Buyer shall return a signed copy of the Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards to Seller prior to COE.

If Property was constructed prior to 1978,

\_\_\_\_\_  
(BUYER’S INITIALS REQUIRED)

If Property was constructed in 1978 or later,

\_\_\_\_\_  
(BUYER’S INITIALS REQUIRED)

LBP Information was provided prior to Contract acceptance and Buyer acknowledges the opportunity to conduct LBP risk assessments or inspections during Inspection Period.

Seller shall provide LBP Information within five (5) days after Contract acceptance. Buyer may within ten (10) days or \_\_\_\_\_ days after receipt of the LBP Information conduct or obtain a risk assessment or inspection of the Property for the presence of LBP or LBP hazards (“Assessment Period”). Buyer may within five (5) days after receipt of the LBP Information or five (5) days after expiration of the Assessment Period cancel this Contract.

Buyer is further advised to use certified contractors to perform renovation, repair or painting projects that disturb lead-based paint in residential properties built before 1978 and to follow specific work practices to prevent lead contamination.

28. **Affidavit of Disclosure:** If the Property is located in an unincorporated area of the county, and five or fewer parcels of property other than subdivided property are being transferred, the Seller shall deliver a completed Affidavit of Disclosure in the form required by law to the Buyer within five (5) days after Contract acceptance. Buyer shall have the right to cancel the Contract within five (5) days of receipt of the Affidavit of Disclosure.

29. **Changes During Escrow:** Seller shall immediately notify Buyer of any changes in the Property or disclosures made herein, in the SPDS, or otherwise. Such notice shall be considered an update of the SPDS. Unless Seller is already obligated by Section V below or otherwise by this Contract or any amendments hereto, to correct or repair the changed item disclosed, Buyer shall be allowed five (5) days after delivery of such notice of objection and request a credit/decrease in Purchase Price or other accommodation based on the Change during Escrow.

V. **WARRANTIES**

30. **Seller Warranties:** Seller is not required to repair the Property in any manner prior to COE Buyer’s possession. Seller the Property will be in substantially the same condition as on the date of Contract acceptance and all of Seller’s personal property not included in the sale and all debris will be removed from the Property upon the termination of her occupancy of the Property as provided herein.

31. **Warranties that Survive Closing:** Seller warrants that Seller has disclosed to Buyer and Broker(s) all material latent defects and any information concerning the Property known to Seller, excluding opinions of value, which materially and adversely affect the consideration to be paid by Buyer. Prior to the COE, Seller warrants that payment in full will have been made for all labor, professional services, materials, machinery, fixtures, or tools furnished within the 150 days immediately preceding the COE in connection with the construction, alteration, or repair of any structure on or improvement to the Property. Seller warrants that the information regarding connection to a sewer system or on-site wastewater treatment facility (conventional septic or alternative) is correct to the best of Seller’s knowledge.

32. **Buyer Warranties:** Buyer warrants that Buyer has disclosed to Seller any information that may materially and adversely affect the Buyer’s ability to close escrow or complete the obligations of this Contract. At the earlier of possession of the Property or COE, Buyer warrants to Seller that Buyer has conducted all desired independent inspections and investigations and accepts the Property. Buyer warrants that Buyer is not relying on any verbal representations concerning the Property except disclosed as follows:

VI. **DUE DILIGENCE**

33. **Inspection Period:** Buyer’s Inspection Period shall be ten (10) days after Contract acceptance. During the Inspection Period Buyer, at Buyer’s expense, shall: (i) conduct all desired physical, environmental, and other types of inspections and investigations to determine the value and condition of the Property; (ii) make inquiries and consult government agencies, lenders, insurance agents, architects, and other appropriate

persons and entities concerning the suitability of the Property and the surrounding area; (iii) investigate applicable building, zoning, fire, health, and safety codes to determine any potential hazards, violations or defects in the Property; and (iv) verify any material multiple listing service (“MLS”) information. If the 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 is a material matter to the Buyer, it must be investigated by the Buyer during the Inspection Period. Buyer shall keep the Property free and clear of liens, shall indemnify and hold Seller harmless from all liability, claims, demands, damages, and costs, and shall repair all damages arising from the inspections. Buyer shall provide Seller and Broker(s) upon receipt, at no cost, copies of all inspection reports concerning the Property obtained by Buyer. Buyer is advised to consult the Arizona Department of Real Estate Buyer Advisory to assist in Buyer’s due diligence inspections and investigations.

34. **Square Footage:** BUYER IS AWARE THAT ANY REFERENCE TO THE SQUARE FOOTAGE OF THE PROPERTY, BOTH THE REAL PROPERTY (LAND) AND IMPROVEMENTS THEREON, IS APPROXIMATE. IF SQUARE FOOTAGE IS A MATERIAL MATTER TO THE BUYER, IT MUST BE INVESTIGATED DURING THE INSPECTION PERIOD.

35. **Wood-Destroying Organism or Insect Inspection:** IF CURRENT OR PAST WOOD-DESTROYING ORGANISMS OR INSECTS (SUCH AS TERMITES) ARE A MATERIAL MATTER TO THE BUYER, THESE ISSUES MUST BE INVESTIGATED DURING THE INSPECTION PERIOD. The Buyer shall order and pay for all wood-destroying organism or insect inspections performed during the Inspection Period. If the lender requires an updated Wood-Destroying Organism or Insect Inspection Report prior to COE, it will be performed at Buyer’s expense.

36. **Flood Hazard:** Flood hazard designations or the cost of flood hazard insurance shall be determined by Buyer during the Inspection Period. If the Property is situated in an area identified as having any special flood hazards by any governmental entity, the lender may require the purchase of flood hazard insurance. Special flood hazards may also affect the ability to encumber or improve the Property.

37. **Insurance:** IF HOMEOWNER’S INSURANCE IS A MATERIAL MATTER TO THE BUYER, BUYER SHALL APPLY FOR AND OBTAIN WRITTEN CONFIRMATION OF THE AVAILABILITY AND COST OF HOMEOWNER’S INSURANCE FOR THE PROPERTY FROM BUYER’S INSURANCE COMPANY DURING THE INSPECTION PERIOD. Buyer understands that any homeowner’s, fire, casualty, or other insurance desired by Buyer or required by lender should be in place at COE.

38. **Sewer or On-site Wastewater Treatment System:** The Property is connected to a:  
 sewer system                       septic system                       alternative system

IF A SEWER CONNECTION IS A MATERIAL MATTER TO THE BUYER, IT MUST BE INVESTIGATED DURING THE INSPECTION PERIOD. If the Property is served by a septic or alternative system, the AAR On-site Wastewater Treatment Facility Addendum is incorporated herein by reference.

(BUYER’S INITIALS REQUIRED) \_\_\_\_\_

39. **Swimming Pool Barrier Regulations:** During the Inspection Period, Buyer agrees to investigate all applicable state, county, and municipal Swimming Pool barrier regulations and agrees to comply with and pay all costs of compliance with said regulations prior to occupying the Property, unless otherwise agreed in writing. If the Property contains a Swimming Pool, Buyer acknowledges receipt of the Arizona Department of Health Services approved private pool safety notice.

(BUYER'S INITIALS REQUIRED) \_\_\_\_\_

40. **BUYER ACKNOWLEDGMENT:** BUYER RECOGNIZES, ACKNOWLEDGES, AND AGREES THAT SELLER IS NOT QUALIFIED, NOR LICENSED, TO CONDUCT DUE DILIGENCE WITH RESPECT TO THE PROPERTY OR THE SURROUNDING AREA. BUYER IS INSTRUCTED TO CONSULT WITH QUALIFIED LICENSED PROFESSIONALS TO ASSIST IN BUYER'S DUE DILIGENCE EFFORTS. BECAUSE CONDUCTING DUE DILIGENCE WITH RESPECT TO THE PROPERTY AND THE SURROUNDING AREA IS BEYOND THE SCOPE OF SELLER'S KNOWLEDGE, EXPERTISE AND LICENSING, BUYER EXPRESSLY RELEASES AND HOLDS HARMLESS SELLER FROM LIABILITY AND WAIVES THE RIGHT TO CANCEL THIS CONTRACT OR SEEK OTHER REMEDIES FOR ANY DEFECTS OR CONDITIONS THAT COULD HAVE BEEN DISCOVERED BY INSPECTION OR INVESTIGATION.

(BUYER'S INITIALS REQUIRED) \_\_\_\_\_

41. **Inspection Period Notice:** Buyer shall conduct all desired inspections and investigations prior to delivering any request or notice to Seller requesting the cure or correction to any material defect.

(BUYER'S INITIALS REQUIRED) \_\_\_\_\_

42. **Buyer's Objection(s):** Even though Buyer understands it is purchasing the Property **AS IS**, if Buyer, in Buyer's sole discretion, objects to any items found during the Inspection Period, Buyer shall deliver to Seller a Notice of Objection and state in the notice that Buyer elects to either:

- (1) immediately cancel this Contract and all Earnest Money shall be released to Buyer, or
- (2) request a credit/decrease in Purchase Price or other accommodation based on the objection(s), or
- (3) provide the Seller an opportunity to correct the items Buyer objected to, in which case:

(a) Seller shall respond in writing within five (5) days or \_\_\_\_\_ days after delivery to Seller of Buyer's Notice of Objection. Seller's failure to respond to Buyer in writing within the specified time period shall conclusively be deemed Seller's refusal to correct any of the items Buyer objected to.

(b) If Seller agrees in writing to correct items disapproved, Seller shall correct the items, complete any repairs in a workmanlike manner and deliver any paid receipts evidencing the corrections and repairs to Buyer three (3) days or \_\_\_\_\_ days prior to COE Date.

(c) If Seller is unwilling or unable to correct any of the items disapproved, Buyer may cancel this Contract within five (5) days after delivery of Seller's response or after expiration of the time for Seller's response, whichever occurs first, and all Earnest Money shall be released to Buyer. If Buyer does not cancel this Contract within the five (5) days as provided, Buyer shall close escrow without correction of those items that Seller has not agreed in writing to correct.

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

44. **BUYER'S FAILURE TO GIVE NOTICE OF OBJECTION OR CANCELLATION OF THIS CONTRACT WITHIN THE TIME SPECIFIED WAIVES ANY OBJECTION BUYER MAY HAVE TO SUCH ITEMS.**

45. **Walkthrough(s):** Seller grants Buyer and Buyer's inspector(s) reasonable access to conduct walkthrough(s) of the Property for the purpose of satisfying Buyer that any corrections or repairs agreed to by the Seller have been completed, warranted items are in working condition and that the Property is in substantially the same condition as of the date of Contract acceptance. If Buyer does not conduct such walkthrough(s), Buyer releases Seller and Broker(s) from liability for any defects that could have been discovered.

46. **Seller's Responsibility Regarding Inspections and Walkthrough(s):** Seller shall make the Property available for all inspections and walkthrough(s) upon reasonable notice by Buyer. Seller shall, at Seller's expense, have all utilities on, including any propane, until COE to enable Buyer to conduct these inspections and walkthrough(s).

## VII. REMEDIES

47. **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 noncompliance is not cured within three (3) days after delivery of such notice ("Cure Period"), the failure to comply shall become a breach of Contract.

48. **Breach:** In the event of a breach of Contract, the non-breaching party may cancel this Contract and/or proceed against the breaching party in any claim or remedy that the non-breaching party may have in law or equity, subject to the Alternative Dispute Resolution obligations set forth herein. In the case of the Seller, because it would be difficult to fix actual damages in the event of Buyer's breach, the Earnest Money may be deemed a reasonable estimate of damages and Seller may, at Seller's option, accept the Earnest Money as Seller's sole right to damages; and in the event of Buyer's breach arising from Buyer's failure to deliver the notice required by Section VI (Due Diligence), Seller shall exercise this option and accept the Earnest Money as Seller's sole right to damages. An unfulfilled contingency is not a breach of Contract. The parties expressly agree that the failure of any party to comply with the terms and conditions of Section I to allow COE to occur on the COE Date, if not cured after a cure notice is delivered pursuant to Paragraph 49 above, will constitute a material breach of this Contract, rendering the Contract subject to cancellation.

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

50. **Exclusions from ADR:** The following matters are excluded from the requirement for ADR hereunder: (i) any action brought in the Small Claims Division of an Arizona Justice Court (up to \$3,500) so long as the matter is not thereafter transferred or removed from the small claims division; (ii) judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or 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 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 ("lis pendens"), or order of attachment, receivership, injunction, or other

provisional remedies shall not constitute a waiver of the obligation to submit the claim to ADR, nor shall such action constitute a breach of the duty to mediate or arbitrate.

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

**VIII. ADDITIONAL TERMS AND CONDITIONS**

- A. Buyer agrees to Seller retaining possession of the property for 30 days after Closing at no charge so that Seller can purchase and/or relocate to a new residence. Should Seller be unable to secure a new residence within 30 days after Closing this sale, Seller may continue to occupy the Property on a month-to-month basis for a maximum period of two (2) months. Seller is required to vacate the Property on or before March 31, 2025, at the latest. Seller shall pay rent of \$1,500.00 to Buyer on the first of each month she occupies the Property. Seller shall provide Buyer 10 day's prior notice of her vacating the Property and shall not be entitled to a refund for any portion of the month she terminates her occupancy.
- B. Seller acknowledges and agrees that this Agreement and the purchase and sale contemplated herein are subject to the approval of the Glendale City Council. Buyer agrees to submit this Agreement to the City Council for its consideration on November, 26, 2024. Should Council approve the purchase and sale contemplated herein and authorize the City Manager to execute this Agreement on the City's behalf, Closing shall occur as expeditiously as possible, but in no event later than December 31, 2024.

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

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

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

55. **Time is of the Essence:** The parties acknowledge that time is of the essence in the performance of the obligations described herein.

56. **Compensation:** Seller and Buyer acknowledge that Seller's Broker shall be compensated in amount equal to 3% of the sale price for services rendered to Seller in Closing this sale. Buyer ALONE is obligated to pay Broker, and payment shall be made by Buyer as a condition of COE.

79. **Copies and Counterparts:** A fully executed facsimile or electronic copy of the Contract shall be treated as an original Contract. This Contract and any other documents required by this Contract may be executed by facsimile or other electronic means and in any number of counterparts, which shall become effective upon delivery as provided for herein, except that the Lead-Based Paint Disclosure Statement may not be signed in counterpart. All counterparts shall be deemed to constitute one instrument, and each counterpart shall be deemed an original.

58. **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 end at 11:59 p.m.

59. **Calculating Time Periods:** In computing any time period prescribed or allowed by this Contract, the day of the act or event from which the time period begins to run is not included and the last day of the

time period is included. Contract acceptance occurs on the date that the signed Contract (and any incorporated counter offer) is delivered to and received by the appropriate Broker. Acts that must be performed three days prior to the COE Date must be performed three full days prior (i.e., if COE Date is Friday the act must be performed by 11:59 p.m. on Monday).

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

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

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

63. **Notice:** Unless otherwise provided, delivery of all notices and documentation required or permitted hereunder shall be in writing and deemed delivered and received when: (i) hand-delivered; (ii) sent via facsimile transmission; (iii) sent via electronic mail, if email addresses are provided herein; or (iv) sent by recognized overnight courier service, and addressed to Buyer as indicated in Paragraph 1, to Seller as indicated in Paragraph 2 and to the Title Company/Escrow Agent indicated in Paragraph 16.

64. **Earnest Money:** Earnest Money is in the form of:

Check or Electronic Transfer       Other: \_\_\_\_\_

If applicable, Earnest Money has been received by Buyer's Broker named below and upon acceptance of this offer will be deposited with:

Escrow Company       Broker's Trust Account. Buyer acknowledges that failure to pay the required closing funds by the scheduled Close of Escrow, if not cured after a cure notice is delivered pursuant to Section \_\_\_\_, shall be construed as a material breach of this contract and all earnest money shall be subject to forfeiture.

65. **Release of Broker(s):** Seller and Buyer hereby expressly release, hold harmless and indemnify Broker(s) in this transaction from any and all liability and responsibility regarding financing, the condition, square footage, lot lines, boundaries, value, rent rolls, environmental problems, sanitation systems, roof, wood infestation, building codes, governmental regulations, insurance, price and terms of sale, return on investment or any other matter relating to the value or condition of the Property. The parties understand and agree that the Broker(s) do not provide advice on property as an investment and are not qualified to provide financial, legal, or tax advice regarding this real estate transaction.

(BUYER'S INITIALS REQUIRED)

(SELLER'S INITIALS REQUIRED)

\_\_\_\_\_  
  
\_\_\_\_\_

66. **Terms of Acceptance:** This offer will become a binding Contract when acceptance is signed by Buyer and a signed copy delivered in person, by mail, facsimile or electronically, and received by Seller as provided in Paragraph 2 \_\_\_ by \_\_\_\_\_ [day] of \_\_\_\_\_ [month], 2024, at \_\_\_\_\_ a.m./p.m., Arizona Time.

Seller may withdraw this offer at any time prior to receipt of Buyer's signed acceptance. If no signed acceptance is received by this date and time, this offer shall be deemed.

THIS CONTRACT CONTAINS 13 PAGES EXCLUSIVE OF ANY ADDENDA AND ATTACHMENTS. PLEASE ENSURE THAT YOU HAVE RECEIVED AND READ ALL 13 PAGES OF THIS OFFER AS WELL AS ANY ADDENDA AND ATTACHMENTS.

Broker on behalf of Buyer:

**D'Metrid James (SA70793900)**  
**The Kumler Group**  
**8360 E Raintree Drive**  
**Scottsdale, Arizona 85260**

**Agent: D'Metrid James**

Agency Confirmation: The Broker named above is the agent of (check one):

the Buyer;  the Seller; or  both the Buyer and Seller

The undersigned agree to purchase the Property on the terms and conditions herein stated and acknowledge receipt of a copy hereof including any attached Addenda.

CITY OF GLENDALE, an Arizona

municipal corporation

\_\_\_\_\_  
Kevin R. Phelps, City Manager

ATTEST:

\_\_\_\_\_  
Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
Michael D. Bailey, City Attorney

\_\_\_\_\_  
ADDRESS CITY, STATE, ZIP CODE

SELLER ACCEPTANCE

Broker on behalf of Seller:

D'Metrid R. James - My Home Group

Agency Confirmation: The Broker named above is the agent of (check one):

the Buyer;  the Seller; or  both the Buyer and Seller

The undersigned agree to purchase the Property on the terms and conditions herein stated and acknowledge receipt of a copy hereof including any attached Addenda.

 Mary L Martinez

11/01/24

SELLER'S SIGNATURE

MO/DA/YR

Mary L Martinez

11/01/2024

SELLER'S PRINTED NAME

MO/DA/YR

6145 North 83rd Avenue, Glendale, Arizona 85303

ADDRESS

CITY, STATE, ZIP CODE

Counter-Offer is attached, and is incorporated herein by reference. Buyer should sign both this offer and the Counter Offer. If there is a conflict between this offer and the Counter Offer, the provisions of the Counter Offer shall be controlling.

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

**EXHIBIT "A"**

**That portion of the Southwest quarter of Section 11, Township 2 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:**

**COMMENCING at the Southwest corner of Section 11;**

**THENCE North 00 degrees 00 minutes 25 seconds East, along the West line of said Section 11, a distance of 1120.07 feet to the TRUE POINT OF BEGINNING;**

**THENCE continuing North 00 degrees 00 minutes 25 seconds East, along said West line, a distance of 198.98 feet;**

**THENCE South 89 degrees 59 minutes 35 seconds East, a distance of 201.89 feet;**

**THENCE South 00 degrees 00 minutes 25 seconds West, a distance of 191.82 feet;**

**THENCE South 87 degrees 58 minutes 31 seconds West, a distance of 202.02 feet to the POINT OF BEGINNING.**

Arizona Association of REALTORS

ADDENDUM 1

Document updated:  
June 1993



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



- 1. This is an addendum originated by the:  Seller  Buyer  Landlord  Tenant.
- 2. This is an addendum to the Contract dated \_\_\_\_\_ between the following Parties: \_\_\_\_\_ MO/DA/YR
- 3. Seller/Landlord: Mary L Martinez - J&M Revocable Trust
- 4. Buyer/Tenant: City of Glendale, an Arizona municipal corporation
- 5. Premises: 6145 N 83RD Avenue Glendale AZ 85303
- 6. The following additional terms and conditions are hereby included as a part of the Contract between Seller and Buyer for the above referenced Premises:
- 7. **Buyer Broker to Read...**
- 8.
- 9. **D'Metrid R James - My Home Group**

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42. The undersigned agrees to the additional terms and conditions and acknowledges receipt of a copy hereof.

43. Mary L Martinez 11/01/24

44.  Seller  Buyer \_\_\_\_\_ MO/DA/YR  Seller  Buyer \_\_\_\_\_ MO/DA/YR

45.  Landlord  Tenant \_\_\_\_\_  Landlord  Tenant \_\_\_\_\_

46. \_\_\_\_\_

47.  Seller  Buyer \_\_\_\_\_ MO/DA/YR  Seller  Buyer \_\_\_\_\_ MO/DA/YR

48.  Landlord  Tenant \_\_\_\_\_  Landlord  Tenant \_\_\_\_\_

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



# RESIDENTIAL SELLER DISCLOSURE ADVISORY

Document updated:  
February 2023



## WHEN IN DOUBT – DISCLOSE!



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

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



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

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

Note: These disclosures are warranties that survive closing.

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

\* By law, sellers are not obligated to disclose that the property is or has been: (1) a site of a natural death, suicide, homicide, or any other crime classified as a felony; (2) owned or occupied by a person exposed to HIV, or diagnosed as having AIDS or any other disease not known to be transmitted through common occupancy of real estate; or (3) located in the vicinity of a sex offender. However, the law does not protect a seller who makes an intentional misrepresentation. For example, if you are asked whether there has been a death on the property and you know that there was such a death, you should not answer “no” or “I don’t know.” Instead you should either answer truthfully or respond that you are not legally required to answer the question.

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

Document updated:  
February 2023



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.



## MESSAGE TO THE SELLER:

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

**INSTRUCTIONS:** (1) Complete this form yourself. (2) Answer all questions truthfully and as fully as possible. (3) Attach all available supporting documentation. (4) Use explanation lines as necessary. (5) If you do not have the personal knowledge to answer a question, use the explanation lines to explain. *By signing on page 9, you acknowledge that the failure to disclose known material information about the Property may result in liability.*

## MESSAGE TO THE BUYER:

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

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

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

## PROPERTY AND OWNERSHIP

- As used herein, "Property" shall mean the real property and all fixtures and improvements thereon and appurtenances incidental thereto, plus fixtures and personal property described in the Contract.

3. LEGAL OWNER(S) OF PROPERTY: Mary Martinez

4. \_\_\_\_\_ Date Acquired: 4-2005

5. PROPERTY ADDRESS: 6145 N 83rd Ave Glendale AZ  
(STREET ADDRESS) (CITY) (STATE) (ZIP)

6. Does the Property include any leased land?  Yes  No

7. Explain: \_\_\_\_\_

8. **NOTICE TO SELLER:** Arizona law imposes certain requirements on the sale or lease of subdivided and unsubdivided land or lots. If a sale involves six or more parcels, lots, or fractional interests being sold, certain requirements are imposed on the Seller for a Subdivision Public Report. Information may be obtained by contacting the Arizona Department of Real Estate, A.R.S. 32-2101 (56) and (57).

11. Are you aware if the Property is located in an unincorporated area of the county?  Yes  No If yes, and five or fewer parcels of land other than subdivided land are being transferred, the Seller must furnish the Buyer with a written Affidavit of Disclosure in the form required by law.

13. The Property is currently (Check all that apply):  Owner-occupied  Rental/Leased  Estate  Vacant If vacant, how long? \_\_\_\_\_

14.  Other: \_\_\_\_\_ Explain: \_\_\_\_\_

15. If a rental property, how long? No Expiration date of current lease: \_\_\_\_\_ (Attach a copy of the lease if available.)

16. If any refundable deposits or prepaid rents are being held, by whom and how much? Explain: \_\_\_\_\_

17. \_\_\_\_\_

18. Are you aware of any regulations surrounding length of time for rentals?  Yes  No Explain: \_\_\_\_\_

19. \_\_\_\_\_

20. Is the legal owner(s) of the Property a foreign person pursuant to the Foreign Investment in Real Property Tax Act (FIRPTA)?

21.  Yes  No If yes, consult a tax advisor; mandatory withholding may apply.

22. Is the Property located in a community defined as an age restricted community?  Yes  No

23. Explain: \_\_\_\_\_

24. Approximate year built: 1978. If the Property was built prior to 1978, Seller must furnish the Buyer with a lead-based paint disclosure form.

25. Are you aware if the Property is designated as a historic home or located in a historic district? (A.A.C. R12-8-301)  Yes  No

Initials > 

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BUYER BUYER

**Residential Seller's Property Disclosure Statement (SPDS) >>**

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

- |     | YES                      | NO                                  |   |
|-----|--------------------------|-------------------------------------|---|
| 29. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Have you entered into any agreement to transfer your interest in the Property in any way, including rental renewals or options to purchase? Explain: _____  |
| 30. |                          |                                     |   |
| 31. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Are you aware if there are any association(s) regulating the Property? If yes, <input type="checkbox"/> Mandatory <input type="checkbox"/> Voluntary (If no, skip to line 40.)                                      |
| 32. |                          |                                     | If yes, provide contact(s) information: Name: _____ Phone #: _____  |
| 33. |                          |                                     | Name: _____ Phone #: _____  |
| 34. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | If yes, are there any fees? How much? \$ _____ How often? _____   |
| 35. |                          |                                     | How much? \$ _____ How often? _____   |
| 36. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Are you aware if the Property has any association(s) notices of potential violation(s) or unresolved violation(s)?  |
| 37. |                          |                                     | Explain: _____  |
| 38. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Are you aware of any pending or anticipated disputes or litigation regarding the Property or the association(s)?  |
| 39. |                          |                                     | Explain: _____  |
| 40. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Are you aware of any of the following recorded against the Property? (Check all that apply):  |
| 41. |                          |                                     | <input type="checkbox"/> Judgment liens <input type="checkbox"/> Tax liens <input type="checkbox"/> Notice of Default <input type="checkbox"/> Other non-consensual liens   |
| 42. |                          |                                     | Explain: _____  |
| 43. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Are you aware of any assessments affecting the Property? (Check all that apply):  |
| 44. |                          |                                     | <input type="checkbox"/> Paving <input type="checkbox"/> Sewer <input type="checkbox"/> Water <input type="checkbox"/> Electric <input type="checkbox"/> Other  |
| 45. |                          |                                     | Explain: _____  |
| 46. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Are you aware of any of the following title issues affecting the Property? (Check all that apply):  |
| 47. |                          |                                     | <input type="checkbox"/> Recorded easements <input type="checkbox"/> Use restrictions <input type="checkbox"/> Lot line disputes <input type="checkbox"/> Encroachments <input type="checkbox"/> Variance(s)        |
| 48. |                          |                                     | <input type="checkbox"/> Unrecorded easements <input type="checkbox"/> Use permits <input type="checkbox"/> Other _____   |
| 49. |                          |                                     | Explain: _____  |
| 50. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Are you aware if the Property is located within the boundaries of a Community Facilities District (CFD)? (If no, skip to line 54.)  |
| 51. |                          |                                     | If yes, provide the name of the CFD: _____  |
| 52. | <input type="checkbox"/> | <input type="checkbox"/>            | If yes, are there any fees? How much? \$ _____ How often? _____   |
| 53. |                          |                                     | The CFD fees are <input type="checkbox"/> Included in the Property Taxes <input type="checkbox"/> Paid Separately   |
| 54. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Are you aware of any public or private use paths or roadways on or across the Property? Explain: _____  |
| 55. |                          |                                     | _____   |
| 56. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Are you aware of any problems with legal or physical access to the Property? Explain: _____   |
| 57. |                          |                                     | _____   |
| 58. |                          |                                     | The road/street access to the Property is maintained by the <input type="checkbox"/> County <input checked="" type="checkbox"/> City <input type="checkbox"/> Homeowners' Association                               |
| 59. |                          |                                     | <input type="checkbox"/> Privately <input type="checkbox"/> Not Maintained  |
| 60. | <input type="checkbox"/> | <input type="checkbox"/>            | If privately maintained, is there a road maintenance agreement? (Attach agreement if available.)  |
| 61. |                          |                                     | Explain: _____  |
| 62. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Are you aware of any notices of potential violation(s) or unresolved violation(s) of any of the following? (Check all that apply):  |
| 63. |                          |                                     | <input type="checkbox"/> Zoning <input type="checkbox"/> Building Codes <input type="checkbox"/> Utility Service <input type="checkbox"/> Sanitary health regulations <input type="checkbox"/> Municipal Ordinances |
| 64. |                          |                                     | <input type="checkbox"/> Covenants, Conditions, Restrictions (CC&R's) <input type="checkbox"/> Other _____ (Attach a copy of notice(s) if available.)   |
| 65. |                          |                                     | Explain: _____  |

Initials >

BUYER	BUYER

Residential Seller's Property Disclosure Statement (SPDS) >>

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

69. [ ] [ ] Are you aware of any homeowner's insurance claims having been filed against the Property?
70. Explain: \_\_\_\_\_

BUILDING AND SAFETY INFORMATION

YES NO

ROOF / STRUCTURAL:

71. NOTICE TO BUYER: Contact a professional to verify the condition of the roof.
72. \_\_\_\_\_

73. Approximate age of roof? 10 Years

74. [ ] [X] Are you aware of any past or present roof leaks? Explain: \_\_\_\_\_

75. \_\_\_\_\_

76. [ ] [X] Are you aware of any other past or present roof problems? Explain: \_\_\_\_\_

77. \_\_\_\_\_

78. [X] [ ] Are you aware of any roof repairs? Explain: Roof on 4 Car Garage was damaged in
79. a storm on 9-1-2023. Roof repaired and part of roof Replaced.

80. [ ] [X] Is there a roof warranty? (Attach a copy of warranty if available.)

81. [ ] [ ] If yes, is the roof warranty transferable? Cost to transfer: \_\_\_\_\_

82. [ ] [X] Are you aware of any interior wall/ceiling/door/window/floor problems? Explain: \_\_\_\_\_

83. \_\_\_\_\_

84. [ ] [X] Are you aware of any past or present cracks or settling involving the foundation, exterior walls or slab? Explain: \_\_\_\_\_

85. \_\_\_\_\_

86. [ ] [X] Are you aware of any chimney or fireplace problems, if applicable? Explain: \_\_\_\_\_

87. \_\_\_\_\_

88. [ ] [X] Are you aware of any damage to any structure on the Property by any of the following? (Check all that apply):

89. [ ] Flood [ ] Fire [ ] Wind [ ] Expansive soil(s) [ ] Water [ ] Hail [ ] Other \_\_\_\_\_

90. Explain: \_\_\_\_\_

WOOD INFESTATION:

92. NOTICE TO BUYER: Contact Office of Pest Management for past termite reports or treatment history on file.
93. https://agriculture.az.gov

94. Are you aware of any of the following:

95. [ ] [X] Past presence of termites or other wood destroying organisms on the Property?

96. [ ] [X] Current presence of termites or other wood destroying organisms on the Property?

97. [ ] [X] Past or present damage to the Property by termites or other wood destroying organisms?

98. Explain: \_\_\_\_\_

99. \_\_\_\_\_

100. [ ] [X] Are you aware of past or present treatment(s) of the Property for termites or other wood destroying organisms? (If no, skip to line 105.)

101. If yes, date last treatment was performed: \_\_\_\_\_

102. Name of treatment provider(s): \_\_\_\_\_

103. [ ] [X] Is there a treatment warranty? (Attach a copy of warranty if available.)

104. [ ] [X] If yes, is the treatment warranty transferable? Cost to transfer: \_\_\_\_\_

Initials>

BUYER BUYER

Residential Seller's Property Disclosure Statement (SPDS) >>

YES NO

105. HEATING & COOLING:
106. Heating: Type(s) Heat pumps - Goodman Brand
107. Approximate Age(s) 2017 -
108. Cooling: Type(s) Heat pumps - Goodman Brand
109. Approximate Age(s) 2017 -
110. [ ] [X] Are you aware of any past or present problems with the heating or cooling system(s)?
111. Explain:

112. PLUMBING:
113. [ ] [X] Are you aware of the type of water pipes, such as galvanized, copper, PVC, CPVC, PEX or polybutylene?
114. If yes, identify:
115. [ ] [X] Are you aware of any past or present plumbing problems? Explain:
116.
117. [ ] [X] Are you aware of any water pressure problems? Explain:
118. Type of water heater(s): [ ] Gas [X] Electric [ ] Solar [ ] Tankless Approx. Age(s):
119. [ ] [X] Are you aware of any past or present water heater problems? Explain:

120.
121. [ ] [X] Is there a landscape watering system? If yes, type: [ ] Automatic Timer [ ] Manual [ ] Both
122. [ ] [X] If yes, are you aware of any past or present problems with the landscape watering system?
123. Explain:
124. [X] [ ] Are there any water treatment systems? (Check all that apply):
125. [ ] Water Filtration [X] Reverse Osmosis [X] Water Softener [ ] Other
126. Is water treatment system(s) [X] Owned [ ] Leased (Attach a copy of lease if available.)
127. [ ] [X] Are you aware of any past or present problems with the water treatment system(s)?
128. Explain:

129. SWIMMING POOL/SPA/HOT TUB/SAUNA/WATER FEATURE:
130. [ ] [X] Does the Property contain any of the following? (Check all that apply):
131. [ ] Swimming pool [ ] Spa [ ] Hot tub [ ] Sauna [ ] Water feature
132. [ ] [ ] If yes, are either of the following heated? [ ] Swimming pool [ ] Spa If yes, type of heat:
133. [ ] [ ] Are you aware of any past or present problems relating to the swimming pool, spa, hot tub, sauna or water feature?
134. Explain:
135. [ ] [ ] Are you aware if a swimming pool was: [ ] Removed [ ] Capped/decked over [ ] Filled
136. Explain:
137. [ ] [ ] Do you lease any pool equipment? Explain:
138.

139. ELECTRICAL AND OTHER RELATED SYSTEMS:
140. [ ] [X] Are you aware of the type of wiring? (Check all that apply): [ ] Copper [ ] Aluminum [ ] Other
141. [ ] [X] Are you aware of any past or present problems with the electrical system? Explain:
142.
143. [ ] [X] Is there a charging station for an electric vehicle? If yes, [ ] Owned [ ] Leased (Attach a copy of lease if available.)
144. [X] [ ] Is there a security system? If yes, is it (Check all that apply):
145. [X] Owned [ ] Leased (Attach a copy of lease if available.) [X] Monitored [ ] Other
146. [X] [ ] Are you aware of any past or present problems with the security system? Explain: ADT wants to update
147. to the cell phone system.

Initials> BUYER BUYER



Residential Seller's Property Disclosure Statement (SPDS) >>

- 148.  YES  NO Does the Property contain any of the following systems or detectors? (Check all that apply):
- 149.  Smoke/fire detection  Fire suppression (sprinklers)  Carbon monoxide detector
- 150.  YES  NO If yes, are you aware of any past or present problems with the above systems? Explain: \_\_\_\_\_
- 151. \_\_\_\_\_

MISCELLANEOUS:

- 152.  YES  NO Are you aware of any animals/pets that have resided in the Property? If yes, what kind: Dogs
- 154. \_\_\_\_\_
- 155.  YES  NO Are you aware of or have you observed any of the following anywhere on the Property? (Check all that apply):
- 156.  Scorpions  Rabid animals  Bee swarms  Rodents  Reptiles  Bed Bugs  Other \_\_\_\_\_
- 157. Explain: \_\_\_\_\_
- 158.  YES  NO Has the Property been serviced or treated for pests, reptiles, insects, birds or animals? If yes, how often: Once a month
- 159. Name of service provider(s): Pest Control - Tag Pest Control Date of last service: July 5

**NOTICE TO SELLER AND BUYER: A contractor's license is required for work performed on a property unless the aggregate contract price, including labor and material, is less than \$1,000, the work performed is of a "casual or minor nature," and no building permit is required. An unlicensed property owner may also perform work themselves if the property is intended for occupancy solely by the owner. If, however, the property is listed or offered for sale or rent within one year of the completed work, it is considered prima facie evidence that the owner performed the work for purposes of sale or rent. Owners of property who are acting as developers, who improve structures or appurtenances to structures on their property for the purpose of sale or rent, and who contract with a licensed general contractor must identify the licensed contractors' names and license numbers in all sales documents. (A.R.S. § 32-1121)**

- 169.  YES  NO Are you aware of any work performed on the Property, such as building, plumbing, electrical or other improvements or alterations or room conversions? (If no, skip to line 186.)
- 170. \_\_\_\_\_
- 171.  YES  NO Are you aware if permits for the work were obtained? Explain: 4 Car Garage built in 2005 w/ City permits
- 172.  YES  NO Was the work performed by a person licensed to perform the work? Explain: All was up to code - City Inspect
- 173.  YES  NO Was approval for the work required by any association governing the Property? Explain: no Association
- 174.  YES  NO If yes, was approval granted by the association? Explain: \_\_\_\_\_
- 175.  YES  NO Was the work completed? Explain: Yes, Garage is Complete
- 176. List the names and license numbers of all contractors and scope of work that has been performed on the Property in the past year:

Contractor Name	License Number	Scope of Work

183. Explain: \_\_\_\_\_

184. \_\_\_\_\_

185. \_\_\_\_\_

- 186.  YES  NO Are there any security bars or other obstructions to door or window openings? Explain: \_\_\_\_\_
- 187. If there are security bars, are quick releases installed in the bedrooms? Explain: \_\_\_\_\_
- 188.  YES  NO Are you aware of any past or present problems with any built-in appliances? Explain: \_\_\_\_\_
- 189. \_\_\_\_\_

Initials > 

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BUYER BUYER

**Residential Seller's Property Disclosure Statement (SPDS) >>**

**UTILITIES/SERVICES**

190. DOES THE PROPERTY CURRENTLY RECEIVE THE FOLLOWING SERVICES?

- | YES                                 | NO                                  | NAME OF PROVIDER  |
|-------------------------------------|-------------------------------------|---|
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Cable / Satellite: <u>Direct TV</u>   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Electricity: <u>SRP</u>   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Fire: <u>City of Glendale</u>   |
|                                     |                                     | <input checked="" type="checkbox"/> Public <input type="checkbox"/> Private   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Flood Irrigation: <u>SRP</u>  |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Fuel: <input type="checkbox"/> Natural gas <input type="checkbox"/> Propane <input type="checkbox"/> Oil  |
|                                     |                                     | If propane tank, <input type="checkbox"/> Owned <input type="checkbox"/> Leased (Attach a copy of lease if available.)  |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Garbage Collection: <u>City of Glendale</u>   |
|                                     |                                     | <input checked="" type="checkbox"/> Public <input type="checkbox"/> Private   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Internet: <u>Cox</u>  |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Telephone: <u>Century Link</u>  |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Water Source: <u>City of Glendale</u>   |
|                                     |                                     | <input checked="" type="checkbox"/> Public <input type="checkbox"/> Private water co. <input type="checkbox"/> Hauled water   |
|                                     |                                     | <input type="checkbox"/> Private well <input type="checkbox"/> Shared well If water source is a private or shared well, complete and attach Domestic Water Well/Water Use Addendum. |

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

209.   Are you aware of any past or present drinking water problems? Explain: \_\_\_\_\_
210. \_\_\_\_\_
211.   U.S. Postal Service delivery is available at:  Property  Post Office  Other \_\_\_\_\_
212.  Cluster Mailbox, Box Number \_\_\_\_\_ Location \_\_\_\_\_
213.   Are there any alternate power systems serving the Property? (If no, skip to line 224.)
214. If yes, indicate type (Check all that apply):
215.  Solar  Wind  Generator  Other \_\_\_\_\_
216.   Are you aware of any past or present problems with the alternate power system(s)? Explain: \_\_\_\_\_
217. \_\_\_\_\_
218.   Are any alternate power systems serving the Property leased? Explain: \_\_\_\_\_
219. \_\_\_\_\_
220. If yes, provide name and phone number of the leasing company (Attach copy of lease if available.): \_\_\_\_\_
221. \_\_\_\_\_

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

**SEWER/WASTEWATER TREATMENT**

- | YES                      | NO                                  |   |
|--------------------------|-------------------------------------|---|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Is the entire Property connected to a sewer?  |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | If no, is a portion of the Property connected to a sewer? Explain: <u>Septic tank</u>   |
|                          |                                     | _____   |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | If the entire Property or a portion of the Property is connected to a sewer, are you aware if a professional verified the sewer connection? If yes, how and when: _____ |
|                          |                                     | _____   |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Is there a lift pump? Explain: _____  |
|                          |                                     | _____   |

Initials> 

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**Residential Seller's Property Disclosure Statement (SPDS) >>**

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

231. **YES NO**  
 Type of sewer:  Public  Private  Planned and approved sewer system, but not connected

232. Name of Provider: \_\_\_\_\_

233.   Are you aware of any past or present problems with the sewer? Explain: \_\_\_\_\_

234.   Is the Property served by a septic/On-Site Wastewater Treatment Facility? (If no, skip to line 250.)

235. If yes, the Facility is:  Conventional septic system  Alternative system; type: \_\_\_\_\_

236. Number of Facilities: \_\_\_\_\_

237.   If the Facility is an alternative system, is it currently being serviced under a maintenance contract?

238. If yes, name of contractor: \_\_\_\_\_ Phone #: \_\_\_\_\_

239. Approximate year Facility was installed: \_\_\_\_\_ (Attach copy of permit if available.)

240.   Are you aware of any repairs or alterations made to this Facility since original installation?

241. Explain: \_\_\_\_\_

242. \_\_\_\_\_

243. Approximate date of last Facility inspection and/or pumping of septic tank: \_\_\_\_\_

244.   Are you aware of any past or present problems with the Facility? Explain: \_\_\_\_\_

245. \_\_\_\_\_

246.   Are you aware if a Facility was:  Abandoned  Capped  Removed

247. Explain: \_\_\_\_\_

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

249. \_\_\_\_\_

**ENVIRONMENTAL INFORMATION**

**YES NO**

250.   Are you aware of any past or present issues or problems with any of the following on the Property? (Check all that apply):

251.  Soil settlement/expansion  Drainage/grade  Erosion  Fissures  Dampness/moisture  Other

252. Explain: \_\_\_\_\_

253.   Are you aware of any past or present issues or problems in close proximity to the Property related to any of the following? (Check all that apply):

254.  Soil settlement/expansion  Drainage/grade  Erosion  Fissures  Other \_\_\_\_\_

255. Explain: \_\_\_\_\_

256. \_\_\_\_\_

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

258. \_\_\_\_\_

259.   Are you aware if the Property is subject to any present or proposed effects of any of the following? (Check all that apply):

260.  Airport noise  Traffic noise  Rail line noise  Neighborhood noise  Landfill  Toxic waste disposal

261.  Odors  Nuisances  Sand/gravel operations  Other \_\_\_\_\_

262. Explain: \_\_\_\_\_

263.   Are you aware if any portion of the Property has ever been used as a "Clandestine drug laboratory" (manufacture of, or storage of, chemicals or equipment used in manufacturing methamphetamine, ecstasy or LSD)?

264. \_\_\_\_\_

265.   Are you aware if the Property is located in the vicinity of a public or private airport?

266. Explain: \_\_\_\_\_

Residential Seller's Property Disclosure Statement (SPDS) >>

YES NO

267.  
268.  
269.  
270.  
271.

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

272.

Is the Property located in the vicinity of a military airport or ancillary military facility?

Explain: \_\_\_\_\_

273.

Are you aware of the presence of any of the following on the Property, past or present? (Check all that apply):

Asbestos  Radon gas  Lead-based paint  Pesticides  Underground storage tanks  Fuel/chemical storage

274.

Are you aware if the Property is located within or subject to any of the following ordinances? (Check all that apply):

Superfund / WQARF / CERCLA  Wetlands area  Natural Area Open Spaces

275.

Are you aware of any open mine shafts/tunnels or abandoned wells on the Property?

276.

If yes, describe location: \_\_\_\_\_

277.

Are you aware if any portion of the Property is in a flood plain/way? Explain: \_\_\_\_\_

278.

Are you aware of any portion of the Property ever having been flooded? Explain: \_\_\_\_\_

279.

In 2014 SRP had Irrigation problem and Garage (small garage) and office had water flooding

280.

Are you aware of any water damage or water leaks of any kind on the Property? Explain: \_\_\_\_\_

281.

Are you aware of any past or present mold growth on the Property? Explain: \_\_\_\_\_

282.

Are you aware of any past or present mold growth on the Property? Explain: \_\_\_\_\_

283.

Are you aware of any past or present mold growth on the Property? Explain: \_\_\_\_\_

284.

Are you aware of any past or present mold growth on the Property? Explain: \_\_\_\_\_

289.  
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301.  
302.

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

OTHER CONDITIONS AND FACTORS

303. What other material (important) information are you aware of concerning the Property that might affect the Buyer's decision-making process, the value of the Property, or its use? Explain: \_\_\_\_\_  
304. \_\_\_\_\_  
305. \_\_\_\_\_

ADDITIONAL EXPLANATIONS

306. \_\_\_\_\_  
307. \_\_\_\_\_  
308. \_\_\_\_\_

Initials>

BUYER BUYER

**Residential Seller's Property Disclosure Statement (SPDS) >>**

309. \_\_\_\_\_  
310. \_\_\_\_\_  
311. \_\_\_\_\_  
312. \_\_\_\_\_  
313. \_\_\_\_\_

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

318. Mary L Martinez 11/01/24  
319. ^ SELLER'S SIGNATURE MO/DA/YR ^ SELLER'S SIGNATURE MO/DA/YR

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

324. **NOTICE:** Buyer acknowledges that by law, Sellers, Lessors and Brokers are not obligated to disclose that the Property is or has been: (1)  
325. the site of a natural death, suicide, homicide, or any other crime classified as a felony; (2) owned or occupied by a person exposed to HIV,  
326. diagnosed as having AIDS or any other disease not known to be transmitted through common occupancy of real estate; or (3) located in the  
327. vicinity of a sex offender.

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

330. \_\_\_\_\_  
331. ^ BUYER'S SIGNATURE MO/DA/YR ^ BUYER'S SIGNATURE MO/DA/YR

332. **NOTICE TO SELLER AND BUYER: in the event Seller needs to update any disclosures contained herein, the Arizona**  
333. **Association of REALTORS® Notice/Disclosure form is available for this purpose.**

