

VACANT LAND PURCHASE CONTRACT

Version 20260101



Buyer Information

- 1 Name(s): _____
- 2 Mailing Address: _____
- 3 Email: _____ Phone: _____

Seller Information

- 4 Name(s): _____
- 5 Mailing Address: _____
- 6 Email: _____ Phone: _____

Agreement

- 7 Seller agrees to sell and convey the Property to Buyer, and Buyer agrees to purchase the Property in its as-is, where-is condition from Seller, on the terms and conditions set forth in this Contract, and such additional terms as may be set forth in any addenda to this Contract duly executed by both Buyer and Seller.

Property Information

- 10 Property Address: _____
- 11 Assessor's Parcel Number(s)/Tax ID(s): _____ County: _____
- 12 Zoning: _____
- 13 Legal Description: _____
- 14 _____
- 15 _____
- 16 _____

- 17 Consisting of approximately _____ acres of land.

18 **Scope of Property and Appurtenances:** The Property shall include the real property, all improvements, interests, easements, fixtures, plats, plans, agreements, reports, studies, surveys, government and utilities approvals, and warranty rights (express and implied), credits, reimbursements, claims, counterclaims, defenses or actions relating to the Property, and appurtenances thereon or incident thereto.

22 **Incidental Improvements Condition ("AS-IS"):** Buyer acknowledges and agrees that Buyer is purchasing the Property in its present as-is where-is condition. Except for the Seller warranties expressly set forth in the Warranties section, Seller, including anyone acting for or on behalf of Seller, including, without limitation, any Broker or other representative of agent, makes no other expressed or implied warranty as to the condition, zoning, or fitness for any particular use or purpose of the Property. EXCEPT WITH RESPECT TO SELLER'S EXPRESS REPRESENTATIONS IN THIS CONTRACT, BUYER REPRESENTS THAT IT IS RELYING SOLELY ON ITS OWN EXPERTISE, INSPECTIONS, INVESTIGATIONS AND JUDGMENT AND THAT OF BUYER'S CONSULTANTS IN

Buyer Initials _____

Seller Initials _____

29 PURCHASING THE PROPERTY. SUBJECT TO THE TERMS AND CONDITIONS HEREOF, BUYER WILL
30 CONDUCT SUCH INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY AS BUYER DEEMS
31 NECESSARY OR ADVISABLE, INCLUDING, WITHOUT LIMITATION, THE PHYSICAL AND ENVIRONMENTAL
32 CONDITIONS OF THE PROPERTY, AND BUYER SHALL RELY UPON SAME.

33 **Personal Property Included:** The following items will be transferred, free of liens, with the sale of the Property
34 with no value and in as-is where-is condition.

35 Included Personal Property: _____
36 _____
37 _____

38 All personal property not included in the sale and all debris will be removed from the Property by Close of Escrow.

39 **Leased Items:** Leased items do not convey. Seller shall disclose all leased items within **3 days** of Contract
40 Acceptance. Buyer shall have **5 days** after receipt of such disclosure, or within the Due Diligence Period,
41 whichever is later, to cancel the Contract for disapproval of leased items that do not convey.

42 In the event there are any leased items, the parties shall execute the Fixture Leases Addendum, which shall
43 control the terms of assumption.

44 After Contract Acceptance, Seller shall not create a new lease or amend an existing lease without Buyer's written
45 consent.

46 **Reservations:** NOTICE: THE RESERVATION OF SUBSURFACE RIGHTS CAN HAVE SIGNIFICANT LEGAL
47 AND LAND-USE IMPLICATIONS; THE PARTIES ARE ADVISED TO SEEK INDEPENDENT LEGAL COUNSEL.

48 Any reservation by Seller of oil, gas, mineral, water, timber, or other interests shall be specified in an attached
49 addendum.

Financial Terms

Funds shall be paid in United States Dollars.

50 **Purchase Price:** \$ _____

51 **Down Payment Due:** \$ _____

52 Down payment to be deposited into Escrow before Close of Escrow: Wire Check

53 Other: _____

54 **Balance due at Close of Escrow:** \$ _____

55 Cash Other: See Financing Section

56 **Earnest Money:** \$ _____

57 Deposited into Escrow account within **3 days** of Contract Acceptance: Wire Check

58 Other: _____

59 **Seller Concessions:** Seller will credit Buyer _____ % of Purchase Price or \$ _____, which may be used
60 for any Buyer fee, cost, or charge, to the extent allowed by Buyer's Lender, if any.

61 **Buyer Broker Compensation:** Seller will pay Buyer's Broker compensation in the amount of _____ % of
62 Purchase Price or \$ _____.

Buyer Initials _____

Seller Initials _____

63 **Consent:** If applicable, Buyer and Seller consent to Buyer Broker receiving compensation from more than one
64 party to the transaction. Buyer and Seller explicitly intend Brokers to be third-party beneficiaries of this Contract.
65 The provisions of this clause shall survive Close of Escrow.

66 **Survey-Based Price Adjustment:** The Purchase Price will will not be adjusted based on a survey.
67 If adjusted, the price will be calculated at \$ _____ per acre. If the surveyed acreage results in a price
68 adjustment of more than _____%, either party may cancel this Contract within **5 days** after receipt of the survey.
69 Notwithstanding the "AS-IS" provisions set forth or any other provision of this Contract to the contrary, the parties
70 agree that the Purchase Price adjustment described in this section is a specific exception to the "AS-IS" condition.
71 Parties agree to execute an Addendum reflecting the adjusted price within **5 days** of survey receipt, subject to
72 Lender approval.

73 **Failure to Timely Deliver Earnest Money:** If Buyer fails to deliver the Earnest Money as required, and fails to
74 cure after a Non-Compliance Notice is delivered, Buyer will be in material breach, and Seller shall be entitled to
75 the remedies outlined in the Remedies section.

Financing

76 **All Cash Sale (Verification of Funds):** If a cash transaction, Buyer shall attach verification of readily available
77 funds to close escrow, or provide such verification within **3 days** of Contract Acceptance.

Type of Financing:

79 New Loan(s) with Financial Institution or Private Lender (New Loan Addendum Attached)
80 Other: _____

81 **Financing Contingency:** This sale is is not contingent upon the Buyer obtaining financing.

82 **Financing Commitment Contingency Period and Waiver:** Should this sale be contingent upon financing,
83 the Buyer is granted _____ **days** from Contract Acceptance ("Financing Contingency Period") to secure a
84 financing commitment, inclusive of an appraisal. Before the expiration of the Financing Contingency Period,
85 Buyer must notify Seller of any failure to obtain such financing commitment. Buyer's failure to provide this notice
86 will be interpreted as a waiver of the financing contingency and Buyer shall thereafter have no right to terminate
87 this Contract due to its failure to obtain acceptable financing. Should Buyer notify Seller of its failure to obtain
88 acceptable financing prior to the expiration of the Financing Contingency Period, Buyer must either: (i) terminate
89 this Contract, pursuant to which Buyer will receive repayment of any Earnest Money deposit paid by Buyer, or (ii)
90 waive the financing contingency and proceed to Closing under the terms of this Contract.

91 **Buyer's Contingency (Sale of Property):** This Contract and Buyer's ability to obtain financing is is not
92 contingent upon the sale of a property owned by Buyer on or before _____, subject to the Sale
93 of Other Property by Buyer Addendum, which terms shall control and is incorporated in this Contract.

Appraisal

94 **Appraisal Contingency:** Buyer's obligation to complete this sale is is not contingent upon an
95 appraisal for at least the Purchase Price.

Buyer Initials _____

Seller Initials _____

96 Should this sale be contingent upon the appraisal value ("Appraisal Contingency"), if the Property fails to appraise
97 for the Purchase Price, Buyer has **5 days** after notice of the appraised value ("Appraisal Contingency Period") to
98 cancel this Contract and receive a refund of the Earnest Money. If Buyer does not cancel this Contract within the
99 Appraisal Contingency Period the Appraisal Contingency shall be waived and the parties shall proceed under the
100 terms of this Contract. For any cancellation based upon the Appraisal Contingency, Buyer shall deliver a copy of
101 the written appraisal to Seller.

102 **Appraisal Fee:** If an appraisal is required, the appraisal fee shall be paid by: Buyer Seller Buyer
103 and Seller pay 50% each.

104 Appraisal fees are non-refundable and payable immediately.

Closing

105 **Close of Escrow Definition:** Close of Escrow ("COE") occurs when the deed is recorded at the County
106 Recorder's Office.

107 **Close of Escrow Date:** _____ ("COE Date")

108 **Closing Performance and Time is of the Essence:** The Parties agree to execute and deliver to Escrow
109 Company all documents and to perform all other acts necessary in sufficient time to allow COE on the specified
110 COE Date.

111 **COE Date Extension (Office Closure):** If the Escrow Company or Recorder's Office is closed on the COE Date,
112 COE shall occur the next day that both offices are open.

113 **Buyer Funding Requirement (Good Funds):** Buyer agrees to deliver funds to Escrow Company to pay all
114 amounts due by Buyer, and directs any lender to deliver loan funds to Escrow Company in sufficient time to close
115 escrow on the COE Date.

116 **Possession Delivered At:** Close of Escrow Other: _____
117 At possession, Seller shall provide all existing keys and access codes to Buyer at Possession.

118 **Allocation of Expenses:** Escrow Fees and Recording Fees shall be split equally between Buyer and Seller,
119 unless otherwise specified in this Contract. All other fees and costs shall be allocated as is customary in the
120 county where the Property is located.

121 **Prorations (Taxes, Rents, Fees):** All assessments and fees that are not a lien as of COE, including property
122 taxes, rents, and HOA fees, shall be prorated as of the COE Date.

123 **Post-Closing Adjustments:** For any prorated item that cannot be finalized at COE, the parties agree to settle
124 the difference via a direct cash payment outside of escrow within **10 days** of receipt of the final amount. This is a
125 Post-Closing Matter for which Buyer and Seller agree that the Escrow Company and Broker(s) have no liability.

126 **Assessment Liens:** Any assessment which is a lien as of COE shall be paid by Seller.

127 **Rollback Taxes (Change in Use):** If this sale or Buyer's use after closing results in additional taxes
128 (Assessments) for periods prior to closing due to a change in land usage or classification, the Assessments will
129 be the obligation of Buyer. If Assessments are imposed because of Seller's change in use prior to closing, the
130 Assessments will be the obligation of Seller. Such obligations survive Closing.

Buyer Initials _____

Seller Initials _____

Title and Escrow

131 Escrow Company Information

132 Escrow Company: _____

133 Mailing Address: _____

134 Email: _____ Phone: _____

135 The parties shall deliver to Escrow Company an executed copy of this Contract, which shall constitute instructions
136 to Escrow Company. If any of the provisions of this Agreement conflict with any printed form instructions
137 given to the Escrow Company, the provisions of this Contract shall govern and control, unless this Contract is
138 specifically modified or amended by both parties hereto, and a copy of the executed amendment is delivered to
139 Escrow Company. Without limiting the foregoing, no provision in any printed form instructions shall excuse any
140 performance by either party at the times provided in this Agreement, extend COE provided for in this Contract,
141 provide either party hereto with any grace period not provided in this Agreement, indemnify Escrow Company
142 for its negligence or willful failure to perform its duties, or give Escrow Company or any broker any rights in their
143 agreement or the Earnest Money, and any such provision shall be deleted.

144 **Title and Vesting Advice:** Buyer shall elect, before COE, how Buyer desires to take title. Buyer acknowledges
145 that Buyer should seek legal, tax and other professional advice prior to determining this election.

146 **Delivery of Title Commitment and Documents:** Escrow Company is instructed to obtain and deliver to Buyer
147 and Seller a commitment for title insurance ("Title Commitment"), complete with legible copies of all documents
148 that shall remain as exceptions, within **5 days** of Contract Acceptance. At Close of Escrow, as a condition to
149 Buyer's obligations hereunder, Escrow Company shall furnish to Buyer a standard owner's policy of title insurance
150 issued by Escrow Company, or the unconditional commitment of Escrow Company to issue such policy (which
151 commitment shall be deemed made upon the recordation by Escrow Company of the Deed), together with patent,
152 water, survey, comprehensive, access, and tax parcel endorsements, in the forms required by Buyer, and such
153 other reasonable endorsements as are timely requested by Buyer and which endorsements Escrow Company
154 has agreed to provide to Buyer, in the amount of the Purchase Price, insuring Buyer's fee simple title to the
155 Property, subject only to any exceptions expressly approved by Buyer and the standard printed exceptions to
156 such ("Owner's Policy"). Each party shall satisfy all reasonable requirements of Escrow Company applicable to
157 it to issue the Owner's Policy. Without limiting the generality of the foregoing, Seller shall execute and deliver
158 to Escrow Company prior to the COE any affidavits and indemnity agreements customarily required by Escrow
159 Company in order to issue the Owner's Policy in forms reasonably acceptable to Seller. If Escrow Company is
160 unable or unwilling to issue the Owner's Policy for any reason other than an act or omission of Buyer, then Buyer
161 may terminate this Agreement upon written notice to Seller and Escrow Company and have the Earnest Money
162 returned to Buyer.

163 **Owner's Policy:** A standard title insurance Owner's Policy shall be provided to Buyer.

164 The policy shall be paid by Seller Buyer Buyer and Seller pay 50% each.

165 **Conveyance by Special Warranty Deed:** Seller shall convey title through a special warranty deed, unless agreed
166 to otherwise, subject to existing taxes, assessments, CC&Rs, rights of way, easements, and all other matters of
167 record.

168 **Title and Survey Review Period:** Buyer shall have until the later of the expiration of the Due Diligence Period or
169 **5 days** after receipt of the Title Commitment and Survey ("Title and Survey Review Period") to provide notice to
170 Seller of any disapproved items. Buyer may cancel this Contract within such Title and Survey Review Period, and

Buyer Initials _____

Seller Initials _____

171 the Earnest Money shall be returned to Buyer.

172 **Seller's Obligation to Remove Certain Encumbrances:** At or before COE, and without the need for Buyer
173 to object to same, Seller shall cause the removal of: (i) any financing encumbrances affecting the Property
174 affirmatively agreed to in writing and placed on the title by Seller; (ii) any mechanics' or materialmen's liens
175 properly recorded against title to the Property and arising from work contracted for by Seller; and (iii) the lien of
176 any delinquent real estate taxes against the Property for years prior to COE. Such matters shall be deemed a part
177 of Buyer's disapproved items (and, notwithstanding any contrary provision hereof, Seller may not decline to satisfy
178 such matters) without further action required of Buyer.

179 **Additional Escrow Instructions:** Escrow Company shall: (i) if applicable, notify any HOA of the pending sale;
180 (ii) deliver a closing protection letter when requested; (iii) send all parties access to materials and information
181 regarding the escrow; and (iv) if provided by Seller, record the Affidavit of Disclosure at COE.

182 **Earnest Money Dispute and Release:** In the event of breach by a party, the Escrow Company will not release
183 Earnest Money without first receiving either an Earnest Money Distribution Agreement signed by all parties or
184 a court order. In such event, if the parties cannot come to an agreement on how the Earnest Money shall be
185 distributed, Alternative Dispute Resolution (ADR) shall apply. If the parties do not reach a resolution through
186 mediation, the Escrow Company holding the Earnest Money has the option of filing an Interpleader Action with the
187 Superior Court. Alternatively, the parties may sign an agreement for broker or legal counsel to hold the disputed
188 funds in their trust account until the dispute is resolved.

Inspections/Due Diligence

189 **Due Diligence Period Duration and Scope:** Buyer shall have 10 _____ days from Contract
190 Acceptance ("Due Diligence Period") to complete all investigations of the Property and surrounding area deemed
191 material to Buyer, including but not limited to: physical condition, hazardous substances, acreage, water source,
192 property lines, regulatory use restrictions, and utility costs.

193 **Access, Inspections, and Utilities:** Seller shall make the Property available for all inspections, at Buyer's sole
194 and exclusive risk, upon reasonable notice. Seller shall, at Seller's expense, have all utilities on, including any
195 propane, until COE to enable Buyer to conduct inspections.

196 **Buyer's Investigation Responsibilities and Indemnification:** Buyer shall keep the Property free and clear
197 of liens, shall indemnify and hold Seller harmless from all liability related to Buyer's inspections, and agrees to
198 pay for any damage to the Property resulting from such inspections. Buyer is required to obtain advance written
199 approval from Seller prior to Buyer performing any activity on the Property that would create any dangerous
200 condition, allow any physically invasive or intrusive testing, or interfere with any use of the Property by Seller.
201 Buyer shall indemnify, defend and hold Seller harmless for, from and against any loss, liability, cost, or expense
202 arising from physical injuries to persons or property (including the Property) to the extent caused by the
203 negligence or other actionable conduct of Buyer or its consultants while present on the Property. In no event
204 shall Buyer be liable to Seller for pre-existing conditions or any actions of Seller or its agents or for discovering
205 or unintentionally releasing, disturbing, or moving any regulated substance initially caused to be on, under, or
206 about the Property by anyone other than Buyer or its agents, but Buyer shall not take any further action regarding
207 any regulated substance on the Property following discovery by Buyer without Seller's written approval, unless
208 otherwise required by law or reasonably required under the circumstances. Buyer shall reasonably restore any

Buyer Initials _____

Seller Initials _____

209 material changes made by Buyer or Buyer's consultants to the Property to the condition that existed prior to
210 Buyer's entry onto the Property. Buyer's indemnity and restoration obligations in this paragraph shall survive the
211 termination of this Contract.

212 **Environmental, Soils and Other Reports:** At Buyer's election and sole cost and expense, Buyer may obtain a
213 new Phase I and/or Phase II environmental site assessment, soils report, pesticide screening, and other
214 reports concerning the Property (the "Reports"); provided, however, that Buyer may not proceed with a Phase
215 I environmental site assessment until the scope thereof has been approved by Seller. Seller shall reasonably
216 cooperate with the professionals that prepare the Reports at no cost or liability to Seller.

217 **Delivery of Reports and Documents:** Buyer shall provide to Seller, upon receipt and at no cost, copies of all
218 inspection reports concerning the Property.

219 **Service Providers:** If Broker(s) recommends a builder, contractor, escrow or title company, pest control service,
220 appraiser, lender, home inspection company, home warranty company or any other person or entity, such
221 recommendation shall be independently investigated and evaluated by Seller or Buyer, who acknowledge that
222 any decision to enter into any contractual arrangement with any such entity shall be based solely upon such
223 independent investigation and evaluation.

224 **Survey Requirement and Cost Allocation:** Survey Required: Yes No
225 If yes, to be paid by: Buyer Seller Buyer and Seller pay 50% each

226 The survey shall be performed within the Due Diligence Period by a licensed surveyor.

227 **Survey Instructions and Standards:**

228 Boundary survey with plat showing corners verified or monumentation.
229 Certified ALTA survey showing improvements, utility lines, and easements.
230 Other: _____

231 **Buyer Disapproval and Election:** PRIOR TO THE EXPIRATION OF THE DUE DILIGENCE PERIOD, BUYER
232 MAY DELIVER TO SELLER A SIGNED NOTICE OF ANY ITEM(S) BUYER OBJECTS TO WITH AN ELECTION
233 TO EITHER: (I) IMMEDIATELY CANCEL THE CONTRACT, IN WHICH CASE THE EARNEST MONEY SHALL BE
234 RETURNED TO BUYER; OR (II) PROVIDE SELLER AN OPPORTUNITY TO CORRECT OR ADDRESS SUCH
235 OBJECTIONS.

236 **Seller's Response to Disapproval:** Seller shall respond in writing within **5 days** after delivery of Buyer's notice.
237 Seller's failure to respond in writing within the specified time shall be deemed Seller's refusal to correct any of the
238 items objected to by Buyer.

239 **Completion of Agreed Corrections:** If Seller agrees to correct items objected to, Seller shall have such items
240 corrected by a licensed contractor and deliver copies of paid receipts evidencing the corrections to Buyer at least
241 **3 days** prior to the COE Date.

242 **Buyer's Final Election (If Seller Refuses):** If Seller is unwilling or unable to correct any items, Buyer may cancel
243 this Contract within **5 days** after delivery of Seller's response or after expiration of the time for Seller's response. If
244 Buyer does not cancel, Buyer shall proceed to COE and be deemed to have accepted the Property without
245 correction of those items.

246 **Waiver by Failure to Give Notice:** If Buyer fails to cancel the Contract or resolve in writing with Seller any
247 objections arising from Buyer's Due Diligence, Buyer shall be deemed to have waived the right to cancel and shall

Buyer Initials _____

Seller Initials _____

248 proceed to COE.

249 **Final Inspection/Walk-Through:** Buyer and Buyer's inspectors shall have reasonable access to conduct walk-
250 throughs of the Property within _____ days prior to COE to satisfy Buyer that any corrections or repairs agreed
251 to by Seller have been completed, and to ensure that the Property is in the same general condition as of the date
252 of Contract Acceptance. If Buyer does not conduct such walk-through, Buyer releases Seller and Broker(s) from
253 liability for any defects that could have been discovered except as provided by law.

254 If any systems cannot be checked by Buyer on walk-through due to non-access or no power/gas/water, then
255 Buyer reserves the right to hold Seller responsible for defects that could not be detected on walk-through because
256 of lack of such access. If Buyer elects to waive a walk-through prior to COE, then all systems, items and aspects
257 of the Property are deemed satisfactory.

Advisory and Notice to Investigate

258 BUYER IS ADVISED TO REVIEW THE REAL ESTATE BUYER ADVISORY TO ASSIST IN THE DUE DILIGENCE
259 PERIOD.

260 If any of the following matters are deemed material to the buyer, buyer shall independently investigate and verify
261 them during the Due Diligence Period:

262 **Acreage Verification:** The accuracy of any square footage, acreage, or boundary line representations.

263 **Utilities, Infrastructure, and Access:** The availability, cost, and condition of all utilities, road maintenance/
264 access, and wastewater systems (including sewer or septic connections).

265 **Flood Hazard:** The Property's flood zone status, including any lender requirements for flood insurance and
266 potential impacts on future development.

267 **Insurance Availability:** The availability and cost of insuring the Property. Buyer is advised to secure
268 written confirmation of premiums and insurability.

269 **Sewer/Wastewater System:** The availability, condition, and costs associated with the sewer or on-site
270 wastewater (septic) connection.

271 Property Served By: Sewer System Septic/Alternative System

272 If the Property has a Septic System, the Septic System / Water Well System Addendum is incorporated.

273 **On-Site Wastewater (Septic) Evaluation:** The fitness of the Property for on-site wastewater systems and related
274 expenses. Buyer is advised to conduct a site and soil assessment, though such assessments do not guarantee
275 future permit approval from government authorities.

276 **Land Division/Splitting:** The potential to split or divide the Property under applicable state, county, and city rules.
277 Brokers make no representations or claims regarding the Property's divisibility.

278 **Well Water/Water Rights:** The condition, volume, quality, and legal status of any wells or water rights associated
279 with the Property.

280 Property Source of Water: City/Municipal Private Well Shared Well Other: _____

281 If "Shared Well" or "Other" is checked: Seller shall provide a copy of the relevant water agreement(s) to Buyer
282 within the Due Diligence Period.

283 If the Property has a Well, the Septic System / Water Well System Addendum is incorporated.

Buyer Initials _____

Seller Initials _____

284 **Environmental Matters:** The presence of wetlands, toxic substances, environmental hazards, or threatened/
285 endangered species.

Disclosures

286 **Advertisements Disclaimer:** Notice to Buyer and Seller: The terms of this Contract control over any items
287 listed as included or excluded in the Multiple Listing Service ("MLS"), flyers, marketing materials or disclosures.
288 Buyer and Seller are advised to ensure that any items addressed in such marketing material are addressed in
289 this Contract. All items transferred to the Buyer are transferred without value and without Seller warranty, unless
290 otherwise agreed to in writing.

291 **Vacant Land Disclosure Statement:** Within **3 days** after Contract Acceptance, Seller shall deliver to Buyer a
292 Vacant Land Disclosure Statement ("VLDS"). To the extent that Buyer desires to cancel this Contract based on its
293 due diligence review, Buyer shall provide notice of disapproval and cancellation within the Due Diligence Period,
294 or **5 days** after receipt of the VLDS, whichever is later.

295 **Additional Seller Disclosures (Reports, Contracts, Surveys):** Within **3 days** of Contract Acceptance, Seller
296 shall disclose all known material facts and defects affecting the Property and provide copies of all leases, service
297 contracts, environmental reports, surveys, agreements or documents relating to the Property and other relevant
298 documents in Seller's possession.

299 **Affidavit of Disclosure (Unincorporated Areas):** If the Property is in an unincorporated area and 5 or fewer
300 parcels are being transferred, Seller shall deliver a completed Affidavit of Disclosure to Buyer within **5 days** after
301 Contract Acceptance. Buyer shall provide notice of disapproval and cancellation within the Due Diligence Period or
302 **5 days** after receipt of the Affidavit, whichever is later.

303 **Homeowners Association Applicability:** The Property is is not subject to a Homeowners
304 Association ("HOA").

305 If subject to an HOA, the Homeowners Association Addendum is incorporated in this Contract. Buyer shall have **5**
306 **days** after receipt of the HOA information to provide notice of any disapproved items.

307 **Changes During Escrow (New Disclosures):** Seller shall immediately notify Buyer of any changes in the
308 Property or new disclosures. Such notice shall be considered an update of the RRDS. If such notice is made after
309 the Due Diligence Period, Buyer shall have **5 days** after delivery of such notice to provide notice of disapproval
310 and cancellation to Seller.

311 **FIRPTA (Foreign Investment) Compliance:** The sale of real property by a foreign person is subject to
312 withholding under the Foreign Investment in Real Property Tax Act (FIRPTA). A "foreign person" includes a
313 non-resident alien individual, foreign corporation, partnership, trust or estate. If FIRPTA applies, Seller is advised
314 that Buyer may be legally required to withhold this tax at Closing. If Buyer fails to withhold the applicable tax,
315 Buyer may be held liable for the tax.

316 To avoid delays, if Seller is a foreign person, Seller shall advise Buyer in writing prior to the expiration of the Due
317 Diligence Period.

318 **Tax-Deferred Exchange (1031) Cooperation:** Buyer Seller intends to use this Property to accomplish
319 a 1031 Tax-Deferred Exchange. The parties shall cooperate, provided the non-exchanging party shall bear no
320 additional expense or delay. This Contract shall be assignable to a Qualified Intermediary for this purpose.

Buyer Initials _____

Seller Initials _____

321 **Wire Fraud:** Criminals are hacking email accounts of real estate brokers, title companies, and other settlement
322 providers, resulting in fraudulent wire instructions being used to divert funds to criminals. The emails look
323 legitimate, but they are not. Buyer and Seller are advised not to wire any funds without speaking with a verified
324 intended recipient of the wire to confirm routing and account numbers.

325 **Broker Disclosure of Interest:** Broker makes the following disclosure, if marked:

326 Broker is a Principal in this transaction, or

327 Broker has the following interest, direct or indirect, in this transaction: Family or Firm relationship with

328 Licensee or ownership interest in Buyer or Seller. Specify relationship: _____

329 _____

330 **Road Maintenance Agreement:** Seller shall provide any known road maintenance agreements to Buyer within
331 **5 days** of Contract Acceptance as part of the Additional Seller Disclosures.

332 **Agricultural Foreign Investment Disclosure Act (AFIDA):** AFIDA may require foreign buyers to report the
333 purchase of agricultural land.

Condition of Property

334 **Seller Warranty of Condition at Delivery:** Seller agrees to: (i) deliver the Property to Buyer in substantially the
335 same condition as it was on the date of Contract Acceptance, ordinary wear and tear excepted; and (ii) deliver the
336 Property free of debris and personal belongings.

Seller's Representations, Warranties, and Covenants

337 Seller represents, warrants and covenants to Buyer as of Contract Acceptance and upon COE shall be deemed to
338 represent, warrant and covenant as follows:

339 **Notice of Violations Representation:** The Seller declares they have not received any notice of violations from
340 any City, County, State, or Federal authority concerning building, zoning, fire, or health regulations related to the
341 Property.

342 **Authority:** The person(s) signing this Contract and any documents and instructions in connection herewith on
343 behalf of Seller have full power and authority to do so. This Contract is duly authorized and executed by Seller,
344 and upon delivery to and execution by the parties shall be a valid and binding agreement of Seller. To the extent
345 Seller is an entity, any entity comprising Seller is duly formed, validly existing and in good standing.

346 **No Conflict; No Violation:** The execution, delivery and performance by Seller of this Contract and such other
347 instruments and documents to be executed and delivered in connection herewith by Seller do not, and shall not,
348 result in any violation of, or conflict with, or constitute a breach under, any provisions of any agreement of Seller
349 or any mortgage, deed of trust, indenture, lease, security agreement, or other instrument, covenant, obligations, or
350 agreement to which Seller or to Seller's actual knowledge, the Property is subject, or any judgment, law, writ,
351 decree, order, injunction, rule or governmental regulation affecting Seller or the Property.

352 **No Bankruptcy or Insolvency:** There are no attachments, levies, executions, assignments for the benefit of
353 creditors, receiverships, conservatorships, or voluntary or involuntary proceedings in bankruptcy or any other
354 debtor relief actions contemplated by Seller or filed by Seller, or to Seller's actual knowledge, pending in any

Buyer Initials _____

Seller Initials _____

355 current judicial or administrative proceeding against Seller.

356 **Tenant Financial Status Representation:** The Seller affirms that they are not aware of any tenant on the
357 Property being involved in bankruptcy, probate, or insolvency proceedings.

358 **Environmental Compliance and Hazardous Materials:** Seller has not caused a violation of, and to Seller's
359 actual knowledge, the Property is not in violation of, nor has been or is currently under investigation for a violation
360 of, any federal, state or local law, ordinance or regulation, including, without limitation, those relating to industrial
361 hygiene, worker health and safety, or environmental conditions in, at, on, under or about the Property, including,
362 but not limited to, soil and groundwater conditions. Seller has not, and to Seller's actual knowledge no one else
363 has, used, generated, manufactured, stored or disposed in, at, on, under or about the Property or transported
364 to or from the Property any Regulated Substance. Seller has not caused there to be any, and to Seller's actual
365 knowledge there are no, nor has there ever been any: (i) Regulated Substances on, under or about the Property;
366 (ii) discharge, migration, or release of any Regulated Substance from, into, on, under or about the Property; and
367 (iii) any underground or above ground storage tanks or surface impoundments, any asbestos-containing materials
368 or any polychlorinated biphenyls, including without limitation those used in hydraulic oils, electric transformers,
369 or other equipment. Seller hereby assigns to Buyer as of COE all claims, counterclaims, defenses or actions,
370 whether at common law, or pursuant to any other applicable federal or state or other laws which Seller may
371 have against any third parties relating to the existence of any Regulated Substance in, at, on, under or about the
372 Property.

373 "Regulated Substance" shall mean a material which, due to its characteristics or interaction with one or more other
374 substances, wastes, chemicals, compounds, or mixtures, damages or threatens to damage health, safety, or the
375 environment or is required or recommended by any law or regulation applicable to the Property or public entity
376 having jurisdiction over the Property to be remediated or reported under certain circumstances (whether or not
377 such circumstances apply to the Land), including remediation which such law or public agency requires or recom-
378 mends in order for the Property to be put to residential use, including, without limitation: (i) a "Hazardous
379 Substance," "Hazardous Material," "Hazardous Waste," or "Toxic Substance" under the Comprehensive
380 Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601, et seq., the Hazardous
381 Materials Transportation Act, 49 U.S.C. § 1801, et seq. or the Solid Waste Disposal Act, 42 U.S.C. § 6901 et seq.,
382 including any regulations promulgated thereunder; (ii) a "hazardous substance" or "pollutant" as defined in Arizona
383 Revised Statutes Section 49-201 or in rules adopted or guidelines promulgated pursuant thereto or under any
384 other law or regulation; (iii) a contaminant regulated by the programs listed in Arizona Administrative Code Section
385 R18-7-202A or R18-7-202B or listed in the Soils Remediation Standard rule adopted by the Arizona Department of
386 Environmental Quality.

387 **Condemnation / Eminent Domain:** Seller has not received written notice of any existing, proposed, or threatened
388 eminent domain or condemnation actions, assessments, assessment district, or improvement district proceedings
389 related to the Property.

390 **Litigation:** To Seller's actual knowledge, there is no claim, action, suit or proceeding, pending or threatened,
391 against or affecting the Property, or Seller's rights related thereto, or any portion thereof, or relating to or
392 arising out of the operation or use of the Property, in any court or before any federal, state, county or municipal
393 department, commission, board, bureau, agency, or other governmental instrumentality.

394 **Governmental Approvals and Development:** Seller has not received written notice from any governmental entity
395 of any governmental policy or action precluding or inhibiting (i) issuance of building permits with respect to the

Buyer Initials _____

Seller Initials _____

396 Property, (ii) approval of precise plans, or preliminary or final plats with respect to the Property, (iii) issuance of
397 certificates of occupancy for residences on the Property; or (iv) issuance of water, sewer or other utility connection
398 permits affecting the development of the Property.

399 **Protected Species, Habitats, and Archeology:** To Seller's actual knowledge, there is no evidence of any
400 endangered or threatened species or protected natural habitat, flora or fauna, or human or funerary remains or
401 other archeological items or designations, or any areas that are designated as wetlands or otherwise subject to
402 the United States Army Corps of Engineers' Section 404 permit requirements, on, under, or adjacent to, or with
403 respect to, the Land.

404 **No Governmental Commitments:** Seller has not made any commitment or representation to any government
405 authority, or any adjoining or surrounding property owner, which would in any way be binding on Buyer and would
406 interfere with Buyer's ability to develop and improve the Property, and shall not make any such commitment or
407 representation which would affect the Property or any portion thereof prior to COE without Buyer's written consent.

408 **Leases and Unrecorded Agreements:** Except as may be disclosed in the Title Commitment, Seller has not
409 entered into any, and to Seller's actual knowledge there are no, leases, options, easements, sale agreements or
410 other unrecorded agreements affecting title to, or possession of or rights to use the Property that will still be in
411 effect at or after COE.

412 **No Default on Encumbrances:** To Seller's actual knowledge, Seller is not in default under the provisions of any
413 deed of trust or other encumbrance, lien or restriction on the Property. Seller shall pay all amounts when due with
414 regard to the Property until COE.

415 **Survival of Warranties:** The foregoing covenants, representations and warranties shall be true as of Contract
416 Acceptance and on and as of the COE, the truth of said representations, warranties and covenants shall be
417 a condition to Buyer's obligations hereunder, and said covenants, representation and warranties, as well as
418 all covenants, representations and warranties in this Contract or any certificate or other document delivered
419 pursuant to this Contract, shall survive COE and the delivery and recordation of the Deed, but the representations,
420 warranties and covenants in this section, except to the extent expressly made in the Deed or other closing
421 document, will only survive COE for 1 year. If Buyer gives Seller written notice of a claim within such time, such
422 claim shall survive until resolved.

423 **Notification of Changes:** Seller shall promptly notify Buyer of any facts or circumstances of which Seller
424 becomes aware which are contrary to the representations and warranties of this section. If there are any material
425 adverse changes contrary to the representations and warranties of this section which are disclosed by Seller or
426 discovered by Buyer prior to COE, which are not caused by Seller, Buyer shall, as its sole remedy, have the right
427 to cancel this Contract and have the Earnest Money returned to Buyer, by written notice to Seller and Escrow
428 Company delivered on or before the later of (i) the Due Diligence Period, or (ii) 5 days after such disclosure
429 or discovery. If there are any changes contrary to the representations and warranties of this section which are
430 disclosed by Seller or discovered by Buyer prior to COE, which were concealed by Seller or are caused by the
431 intentional acts of Seller, then such change shall constitute a default by Seller and Buyer shall have the remedies
432 stated in the Remedies section in this Contract.

Buyer's Representations and Warranties

433 Buyer represents, warrants and covenants to Seller as of Contract Acceptance and upon COE shall be deemed to

Buyer Initials _____

Seller Initials _____

434 represent, warrant and covenant, as follows:

435 **Validity and Consents:** The person(s) signing this Contract and any documents and instructions in connection
436 herewith on behalf of Buyer have full power and authority to do so. This Contract has been duly authorized and
437 executed by Buyer, and upon delivery to or execution by the parties shall be a valid and binding agreement of
438 Buyer. To the extent Buyer is an entity, any entity comprising Buyer is duly formed, validly existing and in good
439 standing. Except for such approvals as may be needed to obtain financing, there is no consent required from any
440 third party before the Property may be purchased by Buyer.

441 **No Conflict:** The execution, delivery and performance by Buyer of this Contract does not, and shall not, result in
442 any violation of, or conflict with, or constitute a breach under, any provisions of any existing agreement to which
443 Buyer is a party.

444 **No Bankruptcy or Insolvency:** There are no attachments, levies, executions, assignments for the benefit of
445 creditors, receiverships, conservatorships, or voluntary or involuntary proceedings in bankruptcy or any other
446 debtor relief actions contemplated by Buyer or filed by Buyer, or to Buyer's knowledge, pending in any current
447 judicial or administrative proceeding against Buyer.

448 **Survival of Buyer's Warranties:** The foregoing covenants, representations and warranties shall be true as of the
449 execution of this Contract and on and as of COE, the truth of said representations, warranties and covenants shall
450 be a condition to Seller's obligations hereunder and shall survive COE for **1 year**.

Additional Specific Warranties

451 **Disclosure of Material Latent Defects (Survival):** Seller shall disclose, in writing to Buyer, all known facts
452 that materially and adversely affect the value of the Property that are not readily observable by the Buyer. The
453 provisions of this section shall survive Closing.

454 **Warranty Against Pre-Closing Liens (Survival):** Seller shall satisfy any judgments and liens on or before COE
455 and shall indemnify and hold Buyer harmless from any liens filed of record after COE that arise out of any claim
456 related to the providing of materials or services authorized by Seller. The provisions of this section shall survive
457 Closing.

458 **Warranty of Sewer/Wastewater Information (Survival):** Seller warrants that any information provided regarding
459 connection to a sewer system or an on-site wastewater treatment facility is correct to the best of Seller's
460 knowledge.

461 **Buyer's Warranty of Ability to Close:** Buyer warrants that Buyer has disclosed to Seller any information that
462 may materially and adversely affect Buyer's ability to close escrow or complete the obligations of this Contract.

463 **Buyer's Warranty of Inspection and Reliance:** At the earlier of possession of the Property or COE, provided
464 the Due Diligence Period has expired, Buyer warrants to Seller that Buyer has conducted all desired inspections
465 and accepts the Property in its current condition. Buyer further warrants that Buyer is not relying on any verbal
466 agreements concerning the Property unless disclosed in this Contract.

[Remainder of page intentionally left blank.]

Buyer Initials _____

Seller Initials _____

Remedies

467 **Opportunity to Cure:** A party shall have an opportunity to cure any potential breach. If a party fails to comply with
468 any provision, the other party shall deliver written Non-Compliance Notice to the non-complying party. The non-
469 complying party shall have **3 days** after delivery of such notice to cure the non-compliance. Notwithstanding the
470 foregoing, in the case of a monetary default (i.e., Buyer fails to timely deposit with Escrow Company any amounts
471 required in this Contract), Buyer shall have only **1 day** to cure such default.

472 **Breach of Contract and Remedies:** In the event of a breach, the non-breaching party may cancel this Contract
473 and/or proceed against the breaching party in any claim or remedy that the non-breaching party may have in law
474 or equity, subject to the ADR obligations in this Contract. An unfulfilled contingency is not a breach of Contract.
475 Upon cancellation of this Contract as a result of an uncured Seller breach, Buyer is entitled to a full refund of
476 the Earnest Money, and neither party shall have any further rights or obligations hereunder except for those
477 obligations which survive termination.

478 **Liquidated Damages (Earnest Money):** Because it would be difficult to ascertain actual damages in the event of
479 Buyer's breach, Seller may deem the Earnest Money a reasonable estimate of damages and Seller may accept
480 the Earnest Money as Seller's sole right to damages.

481 **Failure to Close as Material Breach:** The failure of either party to comply with the terms of the Contract to
482 allow COE on the COE Date, if not cured after a Cure Notice is delivered, will constitute a material breach of this
483 Contract.

484 **Alternative Dispute Resolution (ADR):** Any dispute relating to the Contract shall first be submitted to mediation.
485 The parties will jointly appoint an acceptable mediator and share equally in the cost of such mediation.

486 **Binding Arbitration and Opt-Out:** All claims not resolved by mediation shall be submitted to final and binding
487 arbitration, unless a party opts out as provided in this Contract. Either party may opt out of binding arbitration by
488 providing written notice to the other party within **30 days** after the conclusion of the mediation conference.

489 **ADR Exclusions:** The requirement for Alternative Dispute Resolution does not apply to: (i) small claims court
490 cases, (ii) foreclosure proceedings, (iii) eviction actions, (iv) mechanic's lien enforcement, (v) matters under the
491 jurisdiction of a probate court, (vi) slander of title actions per A.R.S. § 33-420, or (vii) any civil action for breach of
492 contract seeking the remedy of specific performance and the recordation of a lis pendens or any action seeking an
493 injunction, receiver, writ of attachment, or other provisional remedy.

494 **Attorney Fees and Costs:** The prevailing party in any action or arbitration arising out of this Contract shall be
495 entitled to recovery of all reasonable attorney fees and costs.

Miscellaneous

496 **Assignment:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their
497 respective heirs, personal representatives, successors and permitted assigns. Neither party hereto shall have the
498 right to assign this Agreement or any of its rights or obligations hereunder to any other person or entity without
499 obtaining the written approval of the other party, which approval shall not be unreasonably withheld; provided,
500 however, that Buyer will have the right to assign its interest hereunder, without Seller's approval.

501 In the event of such an assignment, (i) the assignee shall be deemed to have assumed Buyer's duties and

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502 obligations under this Agreement; and (ii) other than those indemnity and restoration obligations set forth in this
503 Contract arising prior to the date of such assignment, the original Buyer hereunder shall be released from its
504 obligations under this Agreement and shall have no further obligation or liability to Seller. Any other attempted or
505 purported assignment by Buyer of this Agreement or any of its rights or obligations hereunder shall be null, void
506 and of no effect. A 1031 exchange shall not be a violation of this section.

507 **Further Instruments and Documents:** Each party hereto shall, promptly upon the request of the other party
508 or Escrow Company, have acknowledged and delivered to the other party any and all further instruments and
509 assurances reasonably requested or otherwise necessary to carry out the intent of this Contract.

510 **Risk of Loss (Casualty Loss):** Seller shall deliver possession of the Property to Buyer without material change
511 from the condition that existed at the time of Contract acceptance. Risk of loss or damage to the Property, or any
512 part thereof, through condemnation or other casualty from the Effective Date up to the COE, shall be on Seller.
513 In the event of any such loss or damage to the Property, or in the event condemnation proceedings or actions
514 in lieu thereof are commenced or threatened prior to COE, Seller shall give prompt notice to Buyer and Escrow
515 Company. Within the earlier of **15 days** after receipt of such notice and COE, Buyer shall by written notice to
516 Seller and Escrow Company, elect either to (i) have Seller pay Buyer at COE an amount equal to all amounts
517 paid to or for the benefit of Seller as a result of such condemnation or casualty and to have Seller assign to Buyer
518 at Closing all proceeds to be paid in the future, or (ii) cancel this Contract by written notice to Seller and Escrow
519 Company, in which event the Earnest Money shall be immediately returned to Buyer. Seller shall not settle any
520 condemnation claim without the consent of Buyer.

521 **Governing Law and Jurisdiction:** This Contract is governed by Arizona law.

522 **Time is of the Essence (General):** Time is of the essence regarding the dates set forth in the Contract.
523 Extensions must be agreed to in writing by all parties.

524 **Broker Compensation Acknowledgment:** Seller and Buyer acknowledge that Broker(s) shall be compensated
525 for services rendered as previously agreed by separate written agreement(s), which shall be delivered by
526 Broker(s) to Escrow Company for payment at COE. Buyer and Seller represent and warrant to each other that
527 neither has dealt with any brokers in connection with this transaction other than the Broker(s) as disclosed in this
528 Contract.

529 **Copies, Counterparts, and Electronic Execution:** A fully executed facsimile or electronic copy of the Contract
530 shall be treated as an original. This Contract may be executed in any number of counterparts, which shall become
531 effective upon delivery. All counterparts shall constitute one instrument.

532 **Calculation of Days:** Unless stated otherwise, all references to days in this Contract shall mean calendar days
533 and shall end at 11:59 p.m. (Arizona Time). In computing any time period prescribed by this Contract, the day
534 of the act or event from which the time period begins to run is not included and the last day of the time period
535 is included. If a party fails to close escrow on the Close of Escrow Date by 5:00 p.m. (Arizona Time), the non-
536 breaching party may issue a Non-Compliance Notice after 5:00 p.m. (Arizona Time).

537 **Contract Acceptance:** "Contract Acceptance" occurs on the date that the signed Contract, and any incorporated
538 counteroffer, is delivered to and received by the appropriate Broker.

539 **Entire Agreement and Modification:** This Contract, together with any attached addenda, constitutes the entire
540 agreement between the parties and supersedes any and all prior negotiations or representations. This Contract
541 cannot be changed except by written agreement of the parties.

Buyer Initials _____

Seller Initials _____

542 **Construction:** The parties agree that each party has reviewed this Contract and that any rule of construction to
543 the effect that ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this
544 Agreement.

545 **Severability and Waiver:** The invalidity or unenforceability of any provision hereof shall in no way affect the
546 validity or enforceability of any other provision hereof. Any waivers must be in writing and signed by the party
547 sought to be charged. The waiver by any party of a right provided hereunder shall not be deemed to be a
548 continuing waiver of that right or a waiver of any other right.

549 **Headings:** This Contract shall be construed as a whole and in accordance with its fair meaning. The descriptive
550 headings of the paragraphs of this Contract have been inserted for convenience only and not to control or affect
551 the meaning or construction of any provisions in this Contract.

552 **I.R.S. Real Estate Sales Reporting:** Buyer and Seller hereby appoint Escrow Company as, and Escrow
553 Company by executing below agrees to act as, "the person responsible for closing" the transactions which are
554 the subject of this Contract, pursuant to Internal Revenue Code of 1986 Section 6045(e). Escrow Company shall
555 prepare and file the informational return (I.R.S. Form 1099-B) required by and otherwise comply with the terms
556 of IRC § 6045(e). Escrow Company by executing below further agrees to indemnify, defend and hold Buyer,
557 Seller and their respective attorneys harmless from and against all claims, costs, liabilities, penalties or expenses
558 resulting from Escrow Company's failure to file the appropriate reports and otherwise comply with the terms of the
559 Internal Revenue Code.

560 **Foreign Tax Withholdings:** Seller shall provide to Buyer and Escrow Company at the Closing an appropriate
561 affidavit (a "Nonforeign Affidavit") stating that Seller is not a foreign person and that no withholding is required
562 pursuant to Internal Revenue Code § 1445. Seller will indemnify, defend and hold Buyer harmless for, from
563 and against any loss or liability if such certification is not correct. In the event such Nonforeign Affidavit is
564 not forthcoming or in the event either Escrow Company or Buyer knows of or has reason to know that such
565 Nonforeign Affidavit is false, Escrow Company is hereby irrevocably authorized and directed to withhold 15% of
566 Seller's proceeds of the Purchase Price pursuant to Code § 1445 for disposition in accordance therewith and in
567 accordance with applicable regulations.

568 **Press Releases:** Neither party shall issue any press release or public announcement concerning this transaction
569 prior to Closing without the consent of the other, and each party shall otherwise keep this transaction reasonably
570 confidential (meaning it shall limit disclosure to its consultants, attorneys, accountants, lenders, and owner who
571 have reason to know and shall require each such person to also keep this transaction confidential).

572 **Prior Actions:** Except for taxes and assessments not yet due prorated in accordance with this Contract, and
573 except for matters directly caused by the actions of Buyer, Seller shall be responsible for any liabilities or claims
574 related to the Property, including without limitation, personal injury claims, mechanic, materialmen, judgment or
575 tax liens, related to, or arising as a result of actions or omissions during any period prior to Closing, and shall,
576 indemnify, defend and hold Buyer and the Property harmless from any liability, claim, judgment, damage cost or
577 expense (including attorneys' fees) related thereto or arising therefrom.

578 **Subsequent (Backup) Offers:** Seller acknowledges that any subsequent offers may only be accepted as a back
579 up offer, contingent upon cancellation of this Contract.

580 **Cancellation Procedure:** A party who wishes to exercise a right of cancellation may do so by delivering notice
581 stating the reason for cancellation as allowed in this Contract to the other party or to the Escrow Company.

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Seller Initials _____

582 Cancellation becomes effective immediately upon delivery of the notice.

583 **Delivery and Receipt of Notices:** All notices shall be in writing and deemed delivered and received when: (i)

584 hand-delivered, (ii) via facsimile, (iii) via electronic mail, or (iv) by recognized overnight courier, and addressed to

585 Buyer, Seller, or Broker(s), as indicated in this Agreement.

Buyer/Seller Representation

586 Buyer is is not represented:

587 **Buyer Broker Name:** _____

588 Broker License Number: _____

589 Buyer Agent Name(s): _____

590 Mailing Address: _____

591 Email: _____ Phone: _____

592 Seller is is not represented:

593 **Listing Broker Name:** _____

594 Broker License Number: _____

595 Listing Agent Name(s): _____

596 Mailing Address: _____

597 Email: _____ Phone: _____

598 NOTICE: IF BUYER AND SELLER ARE REPRESENTED BY THE SAME AGENT AND/OR BROKER
599 THEY CONSENT TO A DUAL AGENT REPRESENTATION AS STATED ON THE REAL ESTATE AGENCY
600 DISCLOSURE FORM.

601 **Release of Broker(s):** Seller and Buyer expressly release, hold harmless, and indemnify Broker(s) in this
602 transaction from any and all liability and responsibility regarding financing, square footage, lot lines,
603 boundaries, value, rent rolls, environmental problems, sanitation systems, roof, wood infestation, building
604 codes, governmental regulations, insurance, price and terms of sale, return on investment or any other
605 matter relating to the value or condition of the Property. Seller understands and agrees that the Broker(s)
606 do not provide advice on property as an investment, and are not qualified to provide financial, legal, or
607 tax advice regarding this real estate transaction. Buyer is advised to consult with qualified professionals
608 to assist in due diligence. Buyer acknowledges that Brokers are not qualified to conduct due diligence
609 with respect to the Property or the surrounding area, as it is beyond the scope of Broker's expertise
610 and licensing. Buyer expressly releases and holds harmless Broker(s) from liability for any defects or
611 conditions that could have been discovered by inspection or investigation by Buyer.

[Remainder of page intentionally left blank.]

Buyer Initials _____

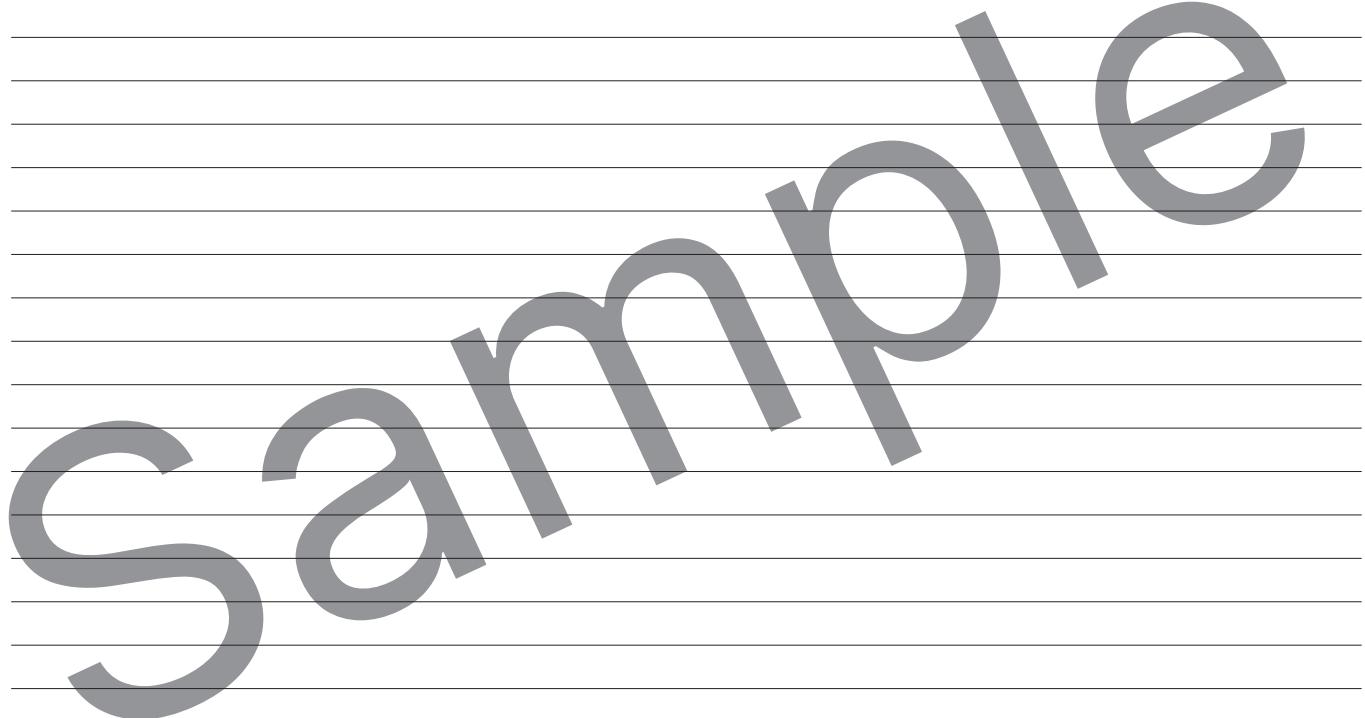
Seller Initials _____

Additional Addenda Incorporated

612 Fixture Leases Addendum New Loan Addendum Sale of Other Property by Buyer Addendum
613 Septic System Addendum Water Well System Addendum Homeowners Association Addendum
614 Other: _____

Additional Terms and Conditions

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Signatures

651 **CONSULT AN ATTORNEY BEFORE SIGNING:** Real estate brokers and agents are not qualified to provide
652 financial, legal, or tax advice regarding this real estate transaction. **READ THIS FORM CAREFULLY.**

653 OFFER EXPIRATION AND ACCEPTANCE TERMS

654 This offer shall expire unless acceptance is delivered in writing to Buyer or Buyer's Broker on or before
655 _____, at _____ (Arizona Time).

656 **NOTICE: UNTIL SELLER ACCEPTS THIS OFFER AND DELIVERS THE FULLY-EXECUTED AGREEMENT,**
657 **BUYER MAY WITHDRAW THIS OFFER AT ANY TIME.**

658 If no signed acceptance is received by the above date and time, this offer shall be deemed withdrawn and the
659 Buyer's Earnest Money shall be returned.

660 **THIS CONTRACT IS 19 PAGES, EXCLUSIVE OF ANY ADDENDA. PLEASE CONFIRM THAT YOU HAVE**
661 **RECEIVED AND READ ALL 19 PAGES.**

662 _____
Buyer Signature Date

Buyer Signature Date

663 _____
Buyer Signature Date

Buyer Signature Date

ACCEPTANCE / COUNTER OFFER / REJECTION

664 **CHECK ONE:**

665 **ACCEPTANCE OF OFFER:** Seller Accepts the foregoing offer.

666 **COUNTER OFFER:** Seller presents a counter offer.

667 **REJECTION:** Seller rejects the foregoing offer.

668 _____
Seller Signature Date

Seller Signature Date

669 _____
Seller Signature Date

Seller Signature Date