



VACANT LAND/LOT PURCHASE CONTRACT

If subdivided land (less than 36 acres) or unsubdivided land (36 acres to 160 acres) is being sold by a subdivider, i.e., a person who owns 6 or more lots, a public report will generally be required and an Addendum regarding subdivided or unsubdivided land must be executed by the Seller and Buyer. THE PRINTED PORTION OF THIS CONTRACT HAS BEEN APPROVED BY THE ARIZONA ASSOCIATION OF REALTORS. THIS IS INTENDED TO BE A BINDING CONTRACT. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OR THE TAX CONSEQUENCES THEREOF. IF YOU DESIRE LEGAL, TAX OR OTHER PROFESSIONAL ADVICE, CONSULT YOUR ATTORNEY, TAX ADVISOR OR PROFESSIONAL CONSULTANT.

RECEIPT

1. Received From: COCHISE COUNTY, ARIZONA - FLOOD CONTROL DISTRICT ("Buyer")

2. Agency Confirmation: Broker named on Line 13 is the agent of (check one):
3. the Buyer exclusively; or the Seller exclusively; or both the Buyer and Seller

4. Earnest Money: Earnest money shall be held by Broker until offer is accepted. Upon acceptance, Broker shall promptly deposit the earnest money with any escrow company to which the check is payable. If the check is payable to Broker, Broker may deposit the check in Broker's trust account or endorse the check without recourse and deposit it with a duly licensed escrow company. Buyer agrees that, if Buyer breaches this Contract, any earnest money is subject to forfeiture. If any check for earnest money is dishonored for any reason, Seller may, at Seller's option, immediately cancel this Contract pursuant to Lines 352-355. Unless otherwise provided herein, all earnest money is considered to be part of the purchase price for the Property described below.

10. a. Amount of Earnest \$ 25,000.00 b. Form of Earnest Money: Personal Check Other: _____ c. Deposited With: Broker's Trust Account Escrow Company: _____

12. Received By: JAMES W. MARTIN (PRINT SALESPERSON'S NAME AND AGENT CODE) (SALESPERSON'S SIGNATURE) (MO/DAY/YR)

13. QUAIL RIDGE REALTY (PRINT NAME OF FIRM) (OFFICE CODE) 520-507-3521 (TELEPHONE)

OFFER

14. Property Description and Offer: Buyer agrees to purchase the real property and all fixtures and improvements thereon and appurtenances incidental thereto, plus personal property described below (collectively the "Property").

16. Property Address: _____ Zoning: _____
17. City: _____ County: COCHISE AZ, Zip Code: _____
18. Assessor's #: 104-27-119A 104-27-119B Legal description: SECTION 29 T 23 R 22 EAST OF GILA
19. 104-27-119D 104-27-119E S.R. BASE & MED COCHISE COUNTY AZ EXCEPT
20. APPROXIMATELY 480 ACRES SW 1/4 THEREOF & EXCEPT FOR E 50' of
21. SAID SECTION 29

22. Incidental Improvements: Buyer is purchasing the Property as vacant land. Any fixtures and improvements on the Property are merely incidental and are being transferred in "AS IS CONDITION."

24. Additional Existing Personal Property Included: _____
25. Additional personal property included herein shall be transferred with no monetary value, in AS-IS CONDITION, FREE AND CLEAR OF ANY LIENS OR ENCUMBRANCES, and SELLER MAKES NO WARRANTY of any kind, express or implied (including, without limitation, ANY WARRANTY OF MERCHANTABILITY).

28. \$ 2,700,000.00 Full Purchase Price, paid as outlined below. Buyer acknowledges that failure to pay the required funds by the scheduled Close of Escrow other than as described in any of the following sections, shall be construed as a material breach of this contract, and all earnest money shall be subject to forfeiture.

31. \$ 25,000.00 Earnest money as indicated above. UPON ACCEPTANCE

32. \$ 2,675,000.00 (W) C.O.F.

36. Closing Date: Seller and Buyer will comply with all terms and conditions of this Contract and close escrow on 11/20/13 (MO/DAY/YR)

37. Any earlier closing date requires written mutual agreement of Seller and Buyer. Seller and Buyer hereby agree that the Close of Escrow shall be defined as recordation of the documents. The parties to this Contract expressly agree that the failure of any party to comply with the terms and conditions of this Contract by the scheduled Close of Escrow will constitute a material breach of this Contract, rendering the Contract subject to cancellation as provided in Lines 352-355.

Initials: S SELLER SELLER Initials: JW BUYER BUYER

41. Possession: Possession and occupancy shall be delivered to Buyer at Close of Escrow, or _____
 42. _____
 43. Seller shall provide keys and/or means to operate all locks and access to all common area facilities.
 44. IF THIS IS AN ALL CASH SALE, GO TO LINE 146.

FINANCING OPTIONS

45. A portion of the purchase price shall be financed by the Seller and paid by the Buyer as follows, with the first payment due _____ (MO/DA/YR)
 46. Loan Amount: \$ _____ as adjusted, if necessary pursuant to Lines 94-96
 47. Priority Of Loan: First Second _____
 48. Type Of Financing Instrument. Buyer shall execute a promissory note and deed of trust in favor of Seller or _____
 49. _____ and record the security instrument against the Property
 50. Interest Rate: The unpaid balance shall bear interest at the rate of _____ % per year, beginning at the Close of Escrow.
 51. Payment Intervals: Monthly Quarterly Semi-annually Annually Other _____
 52. Account Servicing: Payments on this loan and all prior encumbrances shall be made concurrently through a single servicing account
 53. to be maintained by a duly licensed account servicing agent. Payments on this loan shall be made at least ten (10) days prior to the
 54. due date of any periodic payment due on any prior encumbrance. The parties hereby instruct servicing agent not to accept any pay-
 55. ment without all other concurrent payments
 56. Setup and servicing fees shall be paid by Buyer Seller _____
 57. Account to be serviced by _____
 58. Payment Amount: \$ _____ or more, including the above stated interest.
 59. If an adjustment in the loan amount is necessary pursuant to Line 46, parties agree to adjust the: Payment amount Term
 60. Loan Term: Amortizing over _____ years If balloon payment, principal balance due on or before _____
 61. Interest-only payments, with principal balance due on or before _____
 62. Late Payments: If late, Buyer shall pay late fees: Yes No If "Yes", payments which are at least _____ days past due shall
 63. be subject to a late fee of \$ _____ If any balloon payment is late, then the late fee per day will be \$ _____
 64. Default Rate: If payment(s) are at least thirty (30) days past due, then the principal balance shall bear interest at a default rate
 65. of five percent (5%) or _____ % over the interest rate of the carryback as stated herein. Said default rate shall begin on the
 66. 31st day following the due date of the payment(s) until payment(s) are brought current. Payments are first applied to accrued interest
 67. and penalties, then to principal.
 68. Credit Evaluation: This sale is is not contingent upon Seller's approval of Buyer's credit. If contingent, Buyer shall provide to
 69. Seller a current credit report from a credit reporting agency within five (5) days after acceptance of this Contract. Reasonable disapproval of
 70. Buyer's credit requires written notice from Seller to Escrow Company within five (5) days after receipt by Seller of current credit report. Approval
 71. will not be unreasonably withheld.
 72. Due On Sale: Loan created is is not due on sale of the Property. If loan created herein is due on sale of the Property, and
 73. in the event that the Property is sold, transferred, or conveyed in any manner, the promissory note and deed of trust shall provide that
 74. the promissory note and deed of trust become immediately due and payable.
 75. Subordination: The Seller carryback financing is is not to be subordinated to a construction loan
 76. If Seller agrees to subordination, such subordination shall only be required if the Seller Carryback financing is not in default and if the
 77. Seller approves the terms and conditions of the construction loan to be recorded as a senior loan. Approval will not be unreasonably
 78. withheld. IF SELLER SUBORDINATES THE SELLER CARRYBACK FINANCING TO A SENIOR LOAN, THE SELLER
 79. ACKNOWLEDGES THAT IN ORDER TO PROTECT THE SELLER CARRYBACK FINANCING, THE SELLER MAY HAVE TO MAKE
 80. PAYMENTS ON THE SENIOR LOAN IF THE SENIOR LOAN IS IN DEFAULT.
 81. Buyer's Liability: The Buyer acknowledges that, unless otherwise agreed, Buyer shall have personal liability in case of default on any
 82. Seller Carryback financing. Buyer shall furnish to Seller, at Buyer's expense, a Standard Loan Policy in the full amount of any loan car-
 83. ried back by Seller and secured by the real property described in Lines 16-21 of this Contract. Such Standard Loan Policy shall show
 84. that Seller's lien has the priority agreed to by the parties.
 85. Taxes: In the absence of a tax impound account, Buyer shall provide and pay for a tax service contract over the life of this loan that
 86. will provide a delinquency notice to Seller, or any successor in interest to the Seller, of any unpaid taxes.

Initials: S / S SELLER SELLER Initials: [Signature] / [Signature] BUYER BUYER

67 Buyer agrees to assume the existing loan(s) and pay all payments subsequent to Close of Escrow.

68 Assumption: This sale is is not contingent upon the Buyer qualifying for assumption of the existing first loan.

69 Release of Seller's Liability: This sale is is not contingent upon Seller being released from liability for loan(s) being assumed

90 If Seller is not released from liability, Seller acknowledges that there may be continuing liability in the event of a Buyer default.

91 Type of Loan: Conventional Other

92 Current Interest Rate: Fixed Adjustable 3.75 %

93 Current Payment Amount: \$ 1111 PIT PI Other

94 Loan Balance: \$ _____ If balloon payment, principal balance due on or before _____

95 The balance of any encumbrance being assumed is approximate. Any difference shall be reflected in the:

96 Cash Down Payment Seller Carryback Other

97 Impounds: Buyer shall reimburse Seller for any impounds transferred to Buyer or

98 Loan Transfer and Assumption Fees: To be paid by Buyer Seller _____ All other lender charges shall be paid by Buyer. If more than one loan is being assumed, go to Additional Terms and Conditions beginning on Line 405.

100 Credit Evaluation: This sale is is not contingent upon Seller's approval of Buyer's credit. If contingent, Buyer shall provide to Seller a current credit report from a credit reporting agency within five (5) days after acceptance of this Contract. Reasonable disapproval of Buyer's credit requires written notice from Seller to Escrow Company within five (5) days after receipt by Seller of current credit report. Approval will not be unreasonably withheld.

104 Lender Requirements: Buyer and Seller agree to cooperate fully with lender and supply the necessary documentation to complete the assumption.

105 This sale is contingent upon Buyer qualifying for a new first loan.

106 Loan Amount: \$ 0

107 Term Of Loan: Amortizing over _____ years

108 Type Of Loan: Fixed Rate Adjustable Rate Other

109 Interest Rate: Interest rate shall not exceed _____ % as an annual rate for a fixed rate loan or an initial rate for an adjustable rate loan.

110 Buyer agrees to establish the interest rate and "points" by separate written agreement with the lender during the Inspection Period. If buyer does not "lock" the interest rate and points during the Inspection Period, and thereafter is unable to close escrow because the loan terms described herein are no longer available, earnest money shall be subject to forfeiture.

113 Conditional Loan Approval: Conditional Loan Approval ("CLA") is attached, or shall be delivered to Seller within _____ days after acceptance of the Contract. The written CLA from the Buyer's lender must be based on a loan application and Trimerged Residential Credit Report ("TMRCR"). Buyer agrees to supply all documentation required by the lender. If such CLA is not received within the time specified, then Seller may give Buyer a five (5) day written notice to perform. If Buyer does not deliver to Escrow Company written CLA within said five (5) days, then this Contract shall be deemed cancelled and all earnest money shall be released to Buyer without further written consent of the parties and without regard to cancellation provisions provided for elsewhere in this Contract. Buyer instructs lender to send copies of such approval to Broker(s) and Seller. Buyer authorizes the lender to provide loan status updates to Broker(s).

121 Appraisal: This sale is contingent upon an appraisal of the Property by an appraiser acceptable to the lender for at least the sales price or _____ The party responsible for paying for the appraisal shall do so within five (5) days of Contract acceptance or 3-4

124 Loan Costs: The following may be paid by either party:
125 Discount points paid by: Buyer Seller Other _____
126 Discount points shall not exceed _____ total points. (Does not include origination fee)
127 A.L.T.A. Lender Title Insurance Policy: Buyer Seller Loan Origination Fee (Not to exceed _____ % of loan amount) Buyer Seller
128 Appraisal Fee: Buyer Seller Paid by Buyer and reimbursed by Seller at closing Paid by Seller and reimbursed by Buyer at closing
129 All other costs of obtaining the loan shall be paid by Buyer.

Initials: SL
SELLER SELLER

Initials: [Signature]
BUYER BUYER

130 Release Of Broker: Any loan described in this Contract will be independently investigated and evaluated by Seller and/or Buyer, who
131 hereby acknowledge that any decision to enter into any loan arrangements with any person or entity will be based solely upon such
132 independent investigation and evaluation. Buyer and Seller further release, hold harmless and indemnify Broker(s) from any and all lia-
133 bility regarding loan arrangements and acknowledge that no Broker is responsible for Buyer's or Seller's decisions concerning the desir-
134 ability or acceptability of any loan or any terms thereof.

135 Changes: Buyer shall not make any changes in the loan program or financing terms described in this Contract without the prior
136 written consent of Seller unless such changes do not adversely affect Buyer's ability to qualify for the loan, increase Seller's closing
137 costs, or delay the closing date.

138 Return Of Earnest Money: Unless otherwise provided herein, Buyer is entitled to a return of the earnest money if, after a diligent and
139 good faith effort, Buyer does not qualify for a loan described in this Contract. Buyer is aware that failure to have the funds necessary
140 to obtain the loan and close this transaction shall be considered a material breach of contract and not a failure to qualify for the loan.
141 Buyer acknowledges that prepaid items paid separately from earnest money are not refundable.

142 RESPA: The Real Estate Settlement Procedures Act ("RESPA") requires that no Seller of property that will be purchased with the
143 assistance of a federally-related mortgage loan shall require, directly or indirectly, as a condition of selling the property, that title insur-
144 ance covering the property be purchased by the Buyer from any particular title company.

145 Partial Release: Buyer and Seller agree that any partial releases will be addressed under Additional Terms and Conditions or attached Addendum.

TITLE AND ESCROW

146 Escrow: This Contract will be used as escrow instructions. The Escrow Company employed by the parties to carry out the terms of this
147 Contract shall be:
148 FIRST AMERICAN TITLE INSURANCE COMPANY
("ESCROW COMPANY") (TELEPHONE)

149 Title and Vesting: Method of taking title may have significant legal, estate planning and tax consequences. Buyer should obtain legal and tax advice.
150 Buyer's marital status is: N/A

151 Buyer will take title as: determined before Close of Escrow community property with right of survivorship community property
152 joint tenants with right of survivorship sole and separate property tenants in common
153 Other: _____

154 Escrow Company is hereby instructed to obtain and distribute to Buyer a Commitment for Title Insurance together with complete and
155 legible copies of all documents that will remain as exceptions to Buyer's policy of Title Insurance ("Title Commitment"), including but
156 not limited to Conditions, Covenants and Restrictions; deed restrictions; and easements. Any portion of documents that contain
157 provisions prohibited by state or federal fair housing laws are void and unenforceable. Buyer shall have five (5) days after receipt
158 of the Title Commitment and after receipt of notice of any subsequent exceptions to provide written notice to Seller of any of
159 the exceptions reasonably disapproved. REFER TO LINES 244-259 FOR IMPORTANT TERMS. Seller shall convey title by general
160 warranty or deed. Buyer shall be provided at Seller's expense a Standard Owner's Title Insurance

161 Policy, showing the title vested in Buyer as provided in Lines 151-153. Should Buyer request extended coverage, the additional cost
162 shall be at Buyer's expense.

163 (a) If the Escrow Company is also acting as the title agency but is not the title insurer issuing the title insurance policy, the Buyer and
164 Seller hereby instruct the Escrow Company to deliver to the Buyer and Seller, upon deposit of funds, a closing protection letter from the
165 title insurer indemnifying the Buyer and Seller for any losses due to fraudulent acts or breach of escrow instructions by the Escrow
166 Company. (b) All documents necessary to close this transaction shall be executed promptly by Seller and Buyer in the standard form
167 used by Escrow Company. Escrow Company is hereby instructed to modify such documents to the extent necessary to be consistent
168 with this Contract. (c) All closing and escrow costs, unless otherwise stated herein, shall be allocated between Seller and Buyer in
169 accordance with local custom and applicable laws and regulations. (d) Escrow Company is hereby instructed to send to Broker(s) copies
170 of all notices and communications directed to Seller or Buyer. Escrow Company shall provide to such Broker(s) access to escrowed
171 materials and information regarding the escrow. (e) Any documents necessary to close the escrow may be signed in counterparts, each
172 of which shall be effective as an original upon execution, and all of which together shall constitute one and the same instrument.

173 Prorations: Taxes, homeowners' association fees, rents, irrigation fees, and, if assumed, insurance premiums, interest on assessments,
174 interest on encumbrances, and service contracts shall be prorated as of Close of Escrow or Other: _____

175 Insurance: Buyer understands that any fire, casualty, or other insurance desired by Buyer should be in place at Close of Escrow.
176 Buyer specifically releases Broker(s) from any obligations relating to such insurance.

177 Assessments: The amount of any assessment, other than homeowners' association assessments on Lines 209-210, which is a lien as of the
178 Close of Escrow, shall be paid in full by Seller prorated and assumed by Buyer. Any assessment that becomes a lien after
179 Close of Escrow is the Buyer's responsibility.

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

Initials: SL / SELLER SELLER Initials: [Signature] / BUYER BUYER

DISCLOSURES

184. **Seller Property Disclosure Statement ("SPDS"):** Seller shall deliver the SPDS to the Buyer within five (5) days after
 185. acceptance of the Contract. The Buyer shall provide written notice of any items reasonably disapproved within the Inspection Period

186. Buyer waives review and approval of the SPDS (BUYER'S INITIALS REQUIRED HERE TO WAIVE SPDS _____)
BUYER BUYER

187. **Environmental Due Diligence:** Seller has not caused or permitted the generation, storage, treatment, release or disposal of any
 188. hazardous waste or regulated substances at the Property except as disclosed herein or in the SPDS. Buyer will have undertaken all
 189. appropriate investigation into the previous ownership and uses of the Property consistent with commercial or customary practice.

190. **Seller's Notice of Violations:** Seller represents that Seller has no knowledge of any notice of violations of City, County, State, or
 191. Federal building, zoning, fire, or health laws, codes, statutes, ordinances, regulations, or rules filed or issued regarding the Property. If Seller
 192. receives notice of violations prior to Close of Escrow, Seller shall immediately notify Buyer in writing. Buyer is allowed five (5) days after receipt
 193. of notice to provide written notice to Seller of any items reasonably disapproved. REFER TO LINES 244-259 FOR IMPORTANT TERMS.

194. **Affidavit of Disclosure:** If the Property is located in an unincorporated area of the county, and five or fewer parcels of land other than
 195. subdivided land are being transferred, the Seller shall furnish the Buyer with a written Affidavit of Disclosure in the form required by law within the
 196. Inspection Period. The affidavit of Disclosure shall be recorded at Close of Escrow. REFER TO LINES 244-259 FOR IMPORTANT TERMS.

197. **H.O.A./Condominium/P.U.D.:** If the Property is located within a homeowners' association/condominium/planned unit development:

198. (a) the current regular association dues are \$ _____ monthly, or _____
 199. additional homeowners' association fees are \$ _____ monthly, or _____

200. (b) If the homeowners' association has less than 50 units, no later than ten (10) days after acceptance of the Contract, the Seller shall
 201. (1) disclose in writing to Buyer any known existing or pending special assessments, claims or litigation, and (2) provide to Buyer copies
 202. of Covenants, Conditions and Restrictions, Articles of Incorporation, bylaws, other governing documents, homeowners' association
 203. approval of transfer, if applicable, current financial statement including reserve statement and/or budget, and any other documents and
 204. information required by law.

205. (c) If the homeowners' association has 50 or more units, Seller shall furnish written notice of pending sale that contains the name and
 206. address of the Buyer to the homeowners' association within five (5) days after acceptance of the Contract.

207. (d) Buyer is allowed five (5) days after receipt of the information from the Seller or homeowners' association to provide written notice to
 208. Seller of any items reasonably disapproved. REFER TO LINES 244-259 FOR IMPORTANT TERMS.

209. (e) Any current homeowners' association assessment which is a lien as of Close of Escrow to be:
 210. paid in full by Seller prorated and assumed by Buyer Other: _____

211. Any assessment that becomes a lien after the Close of Escrow is the Buyer's responsibility.

212. (f) Fees related to the transfer of the Property shall be paid by Seller Buyer Other: _____

213. (g) Any inspection or certification fee charged by a homeowners' association shall be paid by Seller.

INSPECTIONS AND WARRANTIES

214. **INSPECTIONS (INITIALS REQUIRED)**
 215. **Physical, Environmental, and Other Inspections:** Buyer acknowledges the benefit of, and the right to have, any inspections,
 216. including tests, surveys, and other studies, of the Property at Buyer's expense to determine the value and condition of the Property.
 217. The inspections may include physical, environmental, and other types of inspections including, but not limited to, soil; square
 218. footage/acreage; designated flood hazard areas; wells; environmental hazards including, but not limited to, radon gas, fuel or
 219. chemical storage tanks, hazardous waste, landfills, high voltage electrical lines, airport overflight patterns, noise contours, transporta-
 220. tion corridors, petrochemicals, pesticides, industrial polymers, lead, sulfuric acid or high fertilizer concentrates, and other substances,
 221. materials or products which are not natural to the Property or which are subject to regulation under environmental or public health and
 222. welfare laws and ordinances, and/or located in a federal or state Superfund area; endangered species, water quality, geologic condi-
 223. tions, location of property lines, water/utility use restrictions, and fees for services such as garbage or fire protection. If the presence
 224. of sex offenders in the vicinity of the Property or the occurrence of a disease, natural death, suicide, homicide or other crime on or in
 225. the vicinity of the Property is a material matter to the Buyer, it must be investigated by the Buyer during the Inspection Period.

226. **Buyer Responsibility Regarding Inspections and Investigations:** Buyer is advised by Broker to obtain inspections and
 227. investigations of the Property. Buyer acknowledges that Buyer should make inquiries and consult government agencies, lenders, insur-
 228. ance agents, architects, surveyors, engineers and other appropriate persons and entities concerning the use of the Property and the
 229. surrounding areas under applicable building, zoning, fire, health, and safety codes, and for evaluation of potential hazards. Buyer
 230. acknowledges that more than one inspection may be required. Buyer shall keep the Property free and clear of liens, shall indemnify
 231. and hold Seller harmless from all liability, claims, demands, damages, and costs; and shall repair all damages arising from the inspec-
 232. tions. Buyer shall provide Seller and Broker(s) upon receipt, at no cost, copies of all reports concerning the Property obtained by Buyer.
 233. The Inspection Period is the Buyer's sole opportunity to discover any existing defects prior to Close of Escrow.

234. **BUYER SPECIFICALLY RELEASES, HOLDS HARMLESS AND INDEMNIFIES BROKER(S) FROM ANY LIABILITY FOR ANY**
 235. **DEFECTS IN THE PROPERTY WHICH COULD HAVE BEEN DISCOVERED BY SUCH INSPECTIONS AND INVESTIGATIONS**
 236. (BUYER'S INITIALS ARE REQUIRED)

Initials: SL / _____
 SELLER SELLER

Initials: _____
 BUYER BUYER

237. SQUARE FOOTAGE/ACREAGE: BUYER IS AWARE THAT ANY REFERENCE TO THE SQUARE FOOTAGE/ACREAGE OF THE
238. PROPERTY IS APPROXIMATE. IF SQUARE FOOTAGE/ACREAGE IS A MATERIAL MATTER TO THE BUYER, IT MUST BE VER-
239. IFIED DURING THE INSPECTION PERIOD.

240. Buyer Inspection Period: Buyer's Inspection Period shall be fifteen (15) days or 30 days after acceptance of the
241. Contract ("Inspection Period"). Buyer shall sign and cause to be delivered to Seller written notice of any items reasonably disapproved
242. within Inspection Period. Notice shall be provided on AAR's Buyer's Inspection Notice and Seller's Response form or equivalent.
243. REFER TO LINES 244-259 FOR IMPORTANT TERMS.

244. Buyer Reasonable Disapproval: If Buyer reasonably disapproves of items as provided herein, Buyer shall deliver to Seller written notice
245. of the items reasonably disapproved, and state in the written notice that Buyer elects to either:
246. (a) immediately cancel this Contract without further written consent of the parties, in which event all earnest money will be released to
247. Buyer; or
248. (b) provide the Seller an opportunity to correct the items reasonably disapproved. If Buyer elects option (b), Seller shall respond in writing
249. within five (5) days or _____ days after delivery to Seller of Buyer's notice of items reasonably disapproved.

250. If Seller is unwilling or unable to agree to correct any of the items reasonably disapproved by Buyer, including making any repairs in a
251. workmanlike manner, Buyer may either:

- 252. (a) cancel this Contract by written notice to Seller within five (5) days after receipt of Seller's response or after expiration of the time
253. period for Seller's response, whichever occurs first, in which case all earnest money shall be released to Buyer; or
- 254. (b) proceed with the transaction, in which case Seller is not obligated to correct those items Seller has not agreed to correct in writing.

255. Any extensions of these time periods must be agreed to in a writing signed by Seller and Buyer.

256. BUYER'S FAILURE TO GIVE WRITTEN NOTICE OF REASONABLE DISAPPROVAL OF ITEMS OR CANCELLATION OF THIS
257. CONTRACT WITHIN THE SPECIFIED TIME PERIODS SHALL CONCLUSIVELY BE DEEMED BUYER'S ELECTION TO proceed
258. WITH THE TRANSACTION WITHOUT CORRECTION OF ANY REASONABLY DISAPPROVED ITEMS WHICH SELLER HAS NOT
259. AGREED TO CORRECT IN WRITING.

260. Seller's Responsibility Regarding Inspections: Seller shall make the Property available for all inspections upon reasonable notice
261. by Buyer. Seller acknowledges that items warranted by the Seller must be maintained or repaired as provided in Lines 326-327. Any
262. agreed upon repairs or other actions to correct items reasonably disapproved shall be completed by Seller prior to Close of Escrow.

263. Seller's Obligation Regarding an On-Site Wastewater Treatment Facility (conventional septic or alternative system) ("Facility"):
264. If such a Facility has been installed on the Property, Seller shall deliver to Buyer copies of Facility permits and any other Facility documents
265. of record within five (5) days after acceptance of this Contract. REFER TO LINES 244-259 FOR IMPORTANT TERMS.

266. Any Facility "Transfer of Ownership" fee shall be paid by Seller Buyer Other: _____

267. Flood Hazard: If the Property is situated in an area identified as having any special flood hazards by any governmental entity
268. including, but not limited to, being designated as a special flood hazard area by the Federal Emergency Management Agency ("FEMA"), the
269. Buyer's lender may require the purchase of flood hazard insurance at the Close of Escrow or some future date. Special flood hazards may
270. affect the ability to encumber or improve the Property now or at some future date. Flood hazard designation of the Property and/or cost
271. of flood hazard insurance shall be determined by Buyer during the Inspection Period.

272. LAND DIVISIONS: LANDS PROPOSED TO BE DIVIDED FOR PURPOSES OF SALE OR LEASE ARE SUBJECT TO STATE,
273. COUNTY AND MUNICIPAL LAWS, ORDINANCES AND REGULATIONS. IF STATE, COUNTY, AND MUNICIPAL REQUIREMENTS
274. RELATING TO THE DIVISION OR SPLITTING OF THE PROPERTY ARE A MATERIAL MATTER TO THE BUYER, THEY MUST BE
275. VERIFIED BY BUYER DURING THE INSPECTION PERIOD.

276. Site/Soil Evaluation: A site/soil evaluation (which may include percolation or other tests) shall shall not be performed to
277. determine the suitability of the Property for installation of a conventional septic tank/disposal field system.

278. If site/soil evaluation is to be performed, Seller Buyer shall complete site/soil evaluation within Inspection Period
279. or _____ days after acceptance of this Contract and the cost of the site/soil evaluation shall be paid by
280. Seller Buyer or Other: _____

281. Buyer and Seller are aware that the site/soil evaluation is intended to determine whether a conventional septic tank/disposal field
282. can be installed on the Property in accordance with State laws, rules and regulations, however, the site/soil evaluation is not bind-
283. ing on the State-delegated County agency in any future permitting decision as to the suitability of the design or type of system for
284. the Property.

285. Buyer shall have five (5) days after receipt of the site/soil evaluation report to provide notice of reasonable disapproval to the Seller.
286. REFER TO LINES 244-259 FOR IMPORTANT TERMS.

287. Road Maintenance Agreement: Seller shall provide to Buyer, within five (5) days after acceptance of this Contract, a copy of any known
288. road maintenance agreement currently in effect. REFER TO LINES 244-259 FOR IMPORTANT TERMS.

Initials: SL / SELLER SELLER Initials: [Signature] BUYER BUYER

BAARF form VL103 A

289. Surveys: A survey shall shall not be performed. If a survey is to be performed, a licensed surveyor shall complete the
 290. survey within _____ days after acceptance of this Contract.
 291. Cost of the survey shall be paid by Seller Buyer Other.
 292. The survey shall be performed in accordance with the Arizona State Board of Technical Registration's "Arizona Land Boundary
 293. Survey Minimum Standards."
 294. Surveyor's instructions are: A boundary survey and survey plat showing the corners either verified or monumentation.
 295. A survey certified by a licensed surveyor, acceptable to Buyer and the Title Company, in sufficient detail
 296. for an American Land Title Association ("ALTA") Owner's Policy of Title Insurance with boundary,
 297. encroachment or survey exceptions and showing all improvements, utility lines and easements on the
 298. Property or within five (5) feet thereof.
 299. Other survey terms: _____
 300. _____
 301. _____
 302. _____
 303. Buyer shall have five (5) days after receipt of results of survey or map to provide written notice of reasonable disapproval to the
 304. Seller. REFER TO LINES 244-259 FOR IMPORTANT TERMS.
 305. Buyer waives a survey If a survey is not to be performed, Buyer accepts a copy of the most recent survey, if available, and any current
 306. corner monuments shown thereon or identified on the ground. (BUYER'S INITIALS ARE REQUIRED)

BUYER BUYER

307. **Water/Water Rights:** IF WATER/WATER RIGHTS IS/ARE A MATERIAL MATTER TO THE BUYER, THIS MUST BE VERIFIED BY BUYER
 308. DURING THE INSPECTION PERIOD.
 309. At Close of Escrow, if applicable, Seller shall assign, transfer and convey to the Buyer all of the water rights ~~held~~ ^{held by Seller} held by Seller
 310. that are associated with the Property. Seller warrants that to Seller's knowledge none of the water rights, ~~held~~ ^{held by Seller} held by the Seller
 311. have been lost by passage of time, failure to comply with any laws or regulations or by any sale or transfer thereof. Seller agrees
 312. to execute, acknowledge and deliver to Buyer such additional documents and instruments regarding any water rights including, but
 313. not limited to an assignment of or deed to any water rights acquired, grants or conveyances of water rights, use rights, well mainte-
 314. nance agreements or any other documents necessary for Buyer to acquire the rights to use any water and any wells
 315. serving the Property. Buyer and Seller acknowledge that the Broker(s) make no representation or warranty, express or implied,
 316. concerning the rights to, adequacy or quality of any water supply or water rights with respect to the Property.
 317. **Seller's Obligations Regarding Wells:** If a well is located on the Property, Seller shall deliver to Escrow Company, within five (5) days
 318. after Contract acceptance, copies of all Arizona Department of Water Resources ("ADWR") records related to the well. Seller does not
 319. warrant the information as reflected in ADWR records. Buyer may verify gallons per minute/recharge rate during Inspection Period through
 320. a certified flow test. Escrow Company is hereby instructed to send to the ADWR a completed change of well information/ownership form
 321. at close of escrow. Well transfer fee shall be paid by Seller Buyer

322. **Final Inspection:** The Seller grants Buyer and any representative of Buyer reasonable access to conduct a final inspection of the
 323. Property for the purpose of satisfying Buyer that any corrections agreed to by the Seller have been completed, and that the Property
 324. is in substantially the same condition as on the date of acceptance of the Contract. If Buyer does not conduct such inspection, Buyer
 325. specifically releases Broker(s) of any liability.
 326. **Seller Warranties:** Seller warrants and shall maintain and/or repair the Property so that, at the earlier of possession or Close of
 327. Escrow, the Property shall be in substantially the same condition as on the date of the acceptance of this Contract.
 328. **Buyer Warranties:** Buyer warrants that Buyer has disclosed to Seller any information which may materially and adversely affect the
 329. Buyer's ability to close escrow or complete the obligations of this Contract. At the earlier of possession of the Property or Close of
 330. Escrow, (a) Buyer warrants to Seller that Buyer has conducted all desired independent investigations and accepts the Property and
 331. (b) Buyer acknowledges that there will be no Seller warranty of any kind, except as stated in Lines 326-327.
 332. **Warranties that Survive Closing:** Seller warrants that Seller has disclosed to Buyer and Broker(s) all material latent defects and
 333. any information concerning the Property known to Seller, excluding opinions of value, which materially and adversely affect the
 334. consideration to be paid by Buyer. Prior to the Close of Escrow, Seller warrants that payment in full will have been made for all labor,
 335. professional services, materials, machinery, fixtures, or tools furnished within the 150 days immediately preceding the Close of Escrow
 336. in connection with the construction, alteration, or repair of any structure on or improvement to the Property.

Initials: SL /
 SELLER SELLER
 Initials: /
 BUYER BUYER

REMEDIES

337. **Remedies for Breach:** If either party breaches in any respect on any material obligation under this Contract, the non-breaching party may
 338 elect to be released from all obligations under this Contract by cancelling this Contract as provided in Lines 352-355. The non-breaching
 339 party may thereafter proceed against the party in breach upon any claim or remedy that the non-breaching party may have in law or equi-
 340 ty. In the case of the Seller, because it would be difficult to fix actual damages in the event of Buyer's breach, the amount of the earnest
 341 money may be deemed a reasonable estimate of the damages; and Seller may, at Seller's option, accept the earnest money deposit,
 342 subject to any compensation to Broker(s), as Seller's sole right to damages. In the event that the non-breaching party elects not to
 343 cancel this Contract, the non-breaching party may proceed against the party in breach for specific performance of this Contract or any of
 344 its terms, in addition to any claim or remedy that the non-breaching party may have in law or equity. In the event that either party
 345 pursues specific performance of this Contract, that party does not waive the right to cancel this Contract pursuant to Lines 352-355 at any
 346 time and proceed against the breaching party as otherwise provided herein, in law or equity. If Buyer or Seller files suit against the other
 347 to enforce any provision of this Contract or for damages sustained by reason of its breach, all parties prevailing in such action, on trial and
 348 appeal, shall receive their reasonable attorneys' fees and costs as awarded by the court. In addition, both Seller and Buyer agree to
 349 indemnify and hold harmless all Brokers against all costs and expenses that any Broker may incur or sustain in connection with any
 350 lawsuit arising from this Contract, and will pay the same on demand unless the court grants judgment in such action against the party to
 351 be indemnified. Costs shall include, without limitation, attorneys' fees, expert witness fees, fees paid to investigators, and court costs.

352. **Cancellation:** Except as otherwise provided herein, any party who wishes to cancel this Contract because of any material breach by the
 353 other party, and who is not in material breach except as occasioned by a material breach by the other party, may cancel this Contract by
 354 delivering written notice of cancellation to either the breaching party or to the Escrow Company stating the nature of the breach. Cancellation
 355 shall become effective immediately upon delivery of the written notice of cancellation to either the breaching party or Escrow Company

356. **Release of Earnest Money:** In the event of a dispute between Buyer and Seller regarding earnest money deposited with Escrow
 357 Company, Buyer and Seller authorize Escrow Company to release earnest money pursuant to the terms and conditions of this Contract.
 358 Buyer and Seller specifically authorize Escrow Company to act in its sole and absolute discretion in the release of earnest money. Buyer
 359 and Seller agree to hold harmless and indemnify Escrow Company against any claim, action or lawsuit of any kind, and from any loss,
 360 judgment, or expense, including costs and attorneys' fees, arising from or relating in any way to the release of earnest money.

361. **Mediation:** Buyer and Seller agree to mediate any dispute or claim arising out of or relating to this Contract, any alleged breach of this Contract,
 362 or services provided in relation to this Contract before resorting to court action. Any agreement signed by the parties pursuant to the medi-
 363 ation conference shall be binding. All mediation costs will be paid equally by the parties to the Contract. Disputes shall include claims for earnest
 364 money or representations made by the Buyer or Seller in connection with the sale, purchase, financing, condition, or other aspect of the
 365 Property to which this Contract pertains, including, without limitation, allegations of concealment, misrepresentation, negligence and/or fraud.

366. **Exclusions from Mediation:** The following matters are excluded from mediation hereunder: (a) any action brought in the Small Claims
 367 Division of an Arizona Justice Court (up to \$2,500), so long as the matter is not thereafter transferred or removed from the Small Claims
 368 Division; (b) judicial or nonjudicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or agreement for sale;
 369 (c) an unlawful entry or detainer action; (d) the filing or enforcement of a mechanic's lien; or (e) any matter that is within the jurisdiction of
 370 a probate court. The filing of a judicial action to enable the recording of a notice of pending action, or order of attachment, receivership,
 371 injunction, or other provisional remedies shall not constitute a waiver of the obligation to mediate under this provision, nor shall it constitute
 372 a breach of the duty to mediate.

ADDITIONAL TERMS AND CONDITIONS

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

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

378. **Arizona Law:** This Contract shall be governed by Arizona law.

379. **Time is of the essence.**

380. **Compensation:** Seller and Buyer acknowledge that Broker(s) shall be compensated for services rendered as previously agreed by
 381 separate written agreement(s). Any separate written agreement(s) shall be delivered to Escrow Company for payment at Close of
 382 Escrow, if not previously paid, and shall constitute an irrevocable assignment of Seller's proceeds at Close of Escrow and/or payment
 383 will be collected from Buyer as a condition of Closing. If any Broker hires an attorney to enforce the collection of such compensation,
 384 the party(ies) responsible for paying such compensation agree(s) to pay such Broker's costs including but not limited to: attorney's
 385 fees, expert witness fees, fees paid to investigators, and court costs. **COMMISSIONS PAYABLE FOR THE SALE, LEASING, OR**
 386 **MANAGEMENT OF PROPERTY ARE NOT SET BY ANY BOARD OR ASSOCIATION OF REALTORS®, OR MULTIPLE LISTING**
 387 **SERVICE, OR IN ANY MANNER OTHER THAN BETWEEN THE BROKER AND CLIENT.**

388. **Additional Compensation:** RESPA prohibits the paying or receiving of any fee, kickback, or thing of value for the referral of any
 389 business related to settlement or closing of a federally-related mortgage loan, including, but not limited to, any services related to the
 390 origination, processing, or funding of a federally-related mortgage loan, and includes such settlement-related business as termite
 391 inspections and home warranties. RESPA does not prohibit fees, salaries, compensation, or other payments for services actually per-
 392 formed. If any Broker performs any such services for a fee, Seller and Buyer consent to the payment of this additional compensation
 393 for such services actually performed as follows:
 394 _____
 395 _____

Initials: SL /

SELLER SELLER

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Initials: SL

BUYER BUYER

396. Entire Agreement: This Contract, and any addenda and attachments, shall constitute the entire agreement between Seller and Buyer, and
397. shall supersede any other written or oral agreement between Seller and Buyer. This Contract can be modified only by a writing signed by
398. Seller and Buyer. A fully executed facsimile copy of the entire agreement shall be treated as an original Contract. The failure to initial any
399. page of this Contract will not affect the validity or terms of this Contract. This Contract may be executed in any number of counterparts,
400. and will become effective upon delivery as provided for herein. All counterparts shall be deemed to constitute one instrument, and each
401. counterpart shall be deemed an original. Neither Seller, Buyer nor any Broker shall be bound by any understanding, agreement, promise,
402. or representation, express or implied, written or verbal, not specified herein. The Seller and the Buyer acknowledge that the Broker(s) are
403. third-party beneficiaries of this Contract.

404. Construction of Language: All references to days in this Contract shall be construed as calendar days.

405.

406. (1) SALE INCLUDES ALL MINERAL & MINERAL RIGHTS ASSOCIATED
407. W/ THESE PARCELS, THE MINERAL RIGHTS & WATER RIGHTS
408. ARE TO BE FREE OF ANY LIENS OR ENCUMBRANCES
409. INCLUDING THOSE CREATED BY THE CONVEYANCES AND
410. RESERVATIONS IN THE DOCUMENTS RECORDED WITH THE
411. COCHISE COUNTY RECORDER AS DOCUMENTS NO 8902-2244,
412. 9004-7528 & 9001-683.

413.

414.

415. (2) SELLER TO PAY 3% COMMISSION TO QUAIL RIDGE
416. REALTY, PO BOX 112, SAFFORD AZ 85548

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Addenda Incorporated: AAR Addendum to Vacant Land Regarding Subdivided or Unsubdivided Land Affidavit of Disclosure

Initials: SL / SELLER SELLER Initials: [Signature] BUYER BUYER

440 Subsequent Offers: Buyer acknowledges that Seller has the right to accept subsequent offers until Close of Escrow. Seller
441 understands that any subsequent offer accepted by the Seller must be a backup offer, namely, contingent on the cancellation of
442 this Contract.

443 Release of Brokers: SELLER AND BUYER HEREBY EXPRESSLY RELEASE, HOLD HARMLESS AND INDEMNIFY ALL
444 BROKER(S) IN THIS TRANSACTION FROM ANY AND ALL LIABILITY AND RESPONSIBILITY REGARDING THE CONDITION,
445 SQUARE FOOTAGE/ACREAGE, LOT LINES OR BOUNDARIES, VALUE, ENVIRONMENTAL PROBLEMS, ON-SITE
446 WASTEWATER TREATMENT FACILITIES, WATER RIGHTS, WELLS, COMPLIANCE WITH BUILDING CODES OR OTHER
447 GOVERNMENTAL REGULATIONS, OR ANY OTHER MATERIAL MATTERS RELATING TO THE PROPERTY.

448 Acceptance: This is an offer to purchase the Property. Unless acceptance is signed by Seller and a signed copy delivered in person, by mail, or
449 facsimile, and received by Buyer or by Broker named on Lines 12-13 by SEPT 26, 2013 at 1:00 AM/PM MST,
450 or unless this offer to purchase has been previously withdrawn by Buyer, this offer to purchase shall be deemed withdrawn and the
451 Buyer's earnest money shall be returned.

452 THIS CONTRACT CONTAINS TEN (10) PAGES EXCLUSIVE OF ANY ADDENDA AND ATTACHMENTS. PLEASE ENSURE THAT YOU
453 HAVE RECEIVED AND READ ALL TEN (10) PAGES OF THIS OFFER AS WELL AS ANY ADDENDA AND ATTACHMENTS.

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

455	<u>[Signature]</u> BUYER'S SIGNATURE	MO/DA/YR	<u>[Signature]</u> BUYER'S SIGNATURE	MO/DA/YR
456	<u>MICHAEL J ORTEGA</u> BUYER'S NAME PRINTED		<u>[Signature]</u> BUYER'S NAME PRINTED	
457	<u>1415 - MELODY LANE</u> ADDRESS		<u>[Signature]</u> ADDRESS	
458	<u>YKREE, AZ 85603</u> CITY, STATE, ZIPCODE		<u>[Signature]</u> CITY, STATE, ZIPCODE	

ACCEPTANCE

459 Agency Confirmation: The following agency relationship(s) is hereby confirmed for this transaction:

460 Listing Broker: JOHN BULLINGTON (PRINT SALESPERSON NAME AND AGENT CODE) (602)418-5594 (PRINT FIRM NAME AND OFFICE CODE) (TELEPHONE)

461 is the agent of (check one) the Seller exclusively, or both the Buyer and Seller

462 Seller Receipt of Copy: The undersigned acknowledge receipt of a copy hereof and grant permission to Broker named on
463 Lines 12-13 to deliver a copy to Buyer.

464 Counter Offer is attached, and is incorporated herein by reference. Seller should sign both the Contract and the Counter
465 Offer. If there is a conflict between this Contract and the Counter Offer, the provisions of the Counter Offer shall
466 be controlling.

467 The undersigned agree to sell the Property on the terms and conditions herein stated.

468	<u>[Signature]</u> <u>MNGR</u> <u>9/23/13</u> SELLER'S SIGNATURE MO/DA/YR	<u>[Signature]</u> SELLER'S SIGNATURE	MO/DA/YR
469	<u>PRESERVE PETRIFIED FOREST</u> SELLER'S NAME PRINTED	<u>[Signature]</u> SELLER'S NAME PRINTED	
470	<u>2345 Calico Creek Ort.</u> ADDRESS	<u>[Signature]</u> ADDRESS	
471	<u>Las Vegas, NV 89135</u> CITY, STATE, ZIPCODE	<u>[Signature]</u> CITY, STATE, ZIPCODE	

For Broker Use Only:

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

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