



MEMBERS OF THE PUBLIC MAY ATTEND VIA ZOOM BY CLICKING ON THE FOLLOWING LINK:

<https://us06web.zoom.us/j/82810881815?pwd=8WybnFaRNqjG4SR82XWVa6VxZxu7YV.1>

OR BY CALLING 1-669-900-6833 (OR 1-346-248-7799) AND ENTERING MEETING ID NUMBER 828 1088 1815 FOLLOWED BY PASSCODE 072363.

MEMBERS OF THE PUBLIC CAN ALSO LISTEN TO THE MEETING BY LOGGING ONTO THE CITY'S WEBSITE USING THIS LINK: http://www.winslowaz.gov/government/agendas_and_minutes/index.php

**AGENDA
NOTICE OF REGULAR MEETING
OF THE WINSLOW CITY COUNCIL**

JUNE 10, 2025 – 6:30 P.M. ~ DOORS OPEN AT 6:00 P.M.

Pursuant to A.R.S. § 38-431.02, notice is hereby given to the members of the City Council of the City of Winslow, Arizona and to the general public that the Winslow City Council will hold a regular meeting on Tuesday, June 10, 2025 at 6:30 p.m. in the main hall of the Winslow Visitor's Center, 523 West Second Street, Winslow, Arizona. Members of the City Council will attend either in person or via Zoom. The public may be asked to temporarily relocate if an executive session occurs and will be invited back in when the City Council returns from executive session.

- 1. PLEDGE OF ALLEGIANCE**
- 2. INVOCATION/MOMENT OF SILENCE** *The Invocation may be offered by a person of any religion, faith, belief or non-belief, as well as by councilmembers or staff. Interested persons should contact the Clerk for further information.*
- 3. ROLL CALL - EXCUSE ABSENT MEMBERS**
- 4. CALL TO THE PUBLIC (see description and limitations section below)**
Those wishing to address the City Council need not request permission in advance. Public comments are limited to matters within the legal authority and jurisdiction of the City. Speakers shall state their name before speaking, and comments shall be limited to three minutes. Citizens are expected to address the Council with civility rather than personal attacks upon the Mayor & Council, staff, personnel or other persons in attendance or absent. The City Council may not address or discuss the comment other than to 1) direct the matter to staff for follow up; 2) place the matter on a future agenda for discussion; or 3) respond to criticism at the end of Call to the Public.
- 5. MAYOR AND COUNCILMEMBERS REPORTS**
 - A. Current Events and Announcements
 - B. Future Agenda Items

6. SCHEDULED PRESENTATIONS AND PROCLAMATIONS

- A. Quarterly Northland Pioneer College (NPC) Report Which May Include Update on the 2025-2030 Strategic Planning Process, Introduction of New Friends & Family Executive Director and Little Colorado Campus Activities

7. STATUS REPORTS

- A. Verbal Status Report on Current City Activities by City Manager Which May Include Projects Update and Grant Submissions
- B. Zoning Hearing Officer Status Report Regarding Conditional Use Permit Review for April - June 2025
- C. Quarterly Report by Fire Chief Which May Include Department Overview and Emergency Response Highlights

8. CONSENT CALENDAR – The following items on the Consent Calendar will be acted on by one vote unless members of the Council, staff request the item to be discussed and/or removed from the Consent Calendar for separate action.

- A. Discussion and/or Action to Approve the Check Register (Daniel Hendrix)
- B. Discussion and/or Action to Approve Minutes of the City Council Regular Meeting of May 27, 2025 (Suzy Wetzel)
- C. Discussion and/or Action to Approve Ordinance No. 1432 Amending Schedules 3 – Building Permit Fees, 4 - Community Services Fees, 5 - Development Services Fees and 6 – Fire Department Fees; and Adding Schedule 16 – Public Works Fees, of Ordinance No. 637, Schedule of Rates, Fees and Charges (David Coolidge)
- D. Discussion and/or Action to Approve Agreement for Northeastern Arizona Law Enforcement Training Academy at the Northeast Arizona Training Center (Ernie Cano)

9. COUNCIL CONSIDERATION AND POSSIBLE ACTION

- A. Discussion and/or Action to Accept Offer to Purchase City Owned Property Located on West Second Street, Navajo County APN 103-16-342 (David Coolidge)
- B. Discussion and/or Action to Accept Offer to Purchase City Owned Property Located on North Douglas Avenue, Navajo County APN 103-16-044C (David Coolidge)
- C. Discussion and/or Action Regarding Cancellation of August 12, 2025 City Council Meeting (David Coolidge)

10. ADJOURNMENT

The City Council reserves the right to move into executive session for legal advice under authority of A.R.S. 38-431.03(A)(3) on any of the above agenda items. A copy of the agenda background materials already made available to the City Council is available at City Hall, 102 East Third Street, Winslow, Arizona between the hours of 7:30 a.m. and 4:30 p.m., Monday through Friday and at the Winslow Public Library, 617 West Third Street, Winslow, Arizona during regular library hours.

Pursuant to the Americans with Disabilities Act (ADA) the City Council endeavors to ensure the accessibility of its meetings to all persons with disabilities. Assistive listening devices are available for the public's use for meetings. Reasonable accommodations will be made upon request for persons with disabilities or for those who speak English other than very well. If you need an accommodation for a meeting, please call the City Clerk's Office at 928-289-1416 TDD # 928-289-4784 at least 48 hours prior to the meeting so that an accommodation can be arranged.

Notice is hereby given that pursuant to A.R.S. 1-602.A.9, subject to certain specified statutory exceptions, parents have a right to consent before the State or any of its political subdivisions make a video or audio recording of a minor child. Meetings of the City Council are audio and/or video recorded, and, as a result, proceedings in which children are present may be subject to such recording. Parents in order to exercise their rights may either file written consent with the City Clerk to such recording, or take personal action to ensure that their child or children are not present when a recording may be made. If a child is present at the time a recording is made, the City will assume that the rights afforded parents pursuant to A.R.S. 1-602.A.9 have been waived.

Mayor
Roberta W. Cano

(928) 289-2422



Discover Winslow-A City in Motion

Council Members
Peter Cake
Samantha Crisp
Jim MacLean
Darcey McKee
Melcor Salazar
Daniel T. Tafoya

AGENDA DATE: June 10, 2025

TO: Honorable Mayor & City Council

FROM: Jason Sanks, Planning and Zoning Hearing Officer

SUBJECT: Discussion Item – City Council Quarterly Report on Conditional Use Permits and Annual Compliance Inspections (Section 17.68.020.E)

RECOMMENDED MOTION

None.

DISCUSSION

Per Section 17.68.020.E, the Planning and Zoning Hearing Officer (ZHO) may provide notice of the City's annual reviews of CUPs and respective compliance with their conditions of approval. The purpose of this notice is to keep the Council informed of activities related to the CUPs and whether enforcement action is actively taking place within the community for these conditional uses.

There are two CUPs to report on for the Council at this time:

- 1) 600 W. Third Street: CUP to allow a decorative landscape arbor over 6' tall in the front yard of the property
--ZHO approved 6/12/2023
- 2) 107 E. Gilmore Street: CUP to allow for the keeping of chickens on a residential zoned property.
--ZHO approved 6/12/2023

600 W. Third Street: CUP to allow a decorative landscape arbor over 6' tall in the front yard, located in the Commercial (C) zoning district

SUMMARY

The owners of the single-family home, located directly across the street from a Circle K convenience store and gas station, sought to beautify their property by accentuating the entrance from the City sidewalk with a pedestrian landscape arbor. The design intent was to emulate a white picket fence to compliment their blue, Craftsman-styled home. The height of the arbor was not of concern at the time, especially due to its location at the corner of a busy intersection amidst non-residential uses. Following approval at the ZHO hearing, the arbor was constructed according to the plans presented to the hearing officer.

SITE INSPECTION SUMMARY AND PHOTOS – 5/21/2025

Marson Larson, the City's Building Inspector, conducted a site visit on May 21, 2025, and found the arbor to be well-maintained and built per the plans submitted to the ZHO in 2023. The arbor enhances the front elevation of the property, and the white picket fence helps to keep passersby from walking in the front yard. A photo of the arbor was taken and provided below:



107 E. Gilmore Street: CUP to allow for the keeping of chickens on a Single-Family Residence (R1-7) zoned property

SUMMARY

The property owners for the property demonstrated a significant amount of lot area available for the chickens to roam and based on the code allowances for what they had available, up to 13 chickens could be permitted with the CUP. The site plan indicated that the chicken coop met all setback requirements, showing a minimum of 6' from adjacent property lines and approximately 52' away from the nearest occupied structure. The CUP was approved subject to conditions.

SITE INSPECTION SUMMARY AND PHOTOS – 5/21/2025

While conducting the annual site inspection for the CUP, the City's Building Official, Marshall Larson, noted that only four (4) chickens could be seen. The coop was constructed per the plans presented to the City at the ZHO hearing and was being well-maintained. As far as could be determined, the chickens and coop appear to be in compliance with the conditions of the CUP.

It should be noted that since the time of the CUP approval, the City passed a text amendment to allow the keeping of up to 6 chickens on a single-family residentially zoned lot. The CUP for this property is still applicable since it allows more chickens than the text amendment already covers.

A photo of the coop is provided below:



IMPACT ON BUDGET

None.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Jason Sanks", written in a cursive style.

Jason Sanks
Zoning Hearing Officer

City of Winslow Fire Department

June 2025 Quarterly Report

Presented by Fire Chief Michael A. Duran

Welcome Mayor, Vice-Mayor, City Council Members, City Manager, and Citizens of Winslow,

It is my privilege to present the quarterly report for the Winslow Fire Department. As Fire Chief, my mission is to provide the highest level of service to both our internal and external customers. I am committed to protecting and supporting the men and women under my command while ensuring accountability to our community. My professional intent remains steadfast: to drive a culture of service and safety for our department and the citizens we serve.

In collaboration with the City Manager, I have implemented a strategic plan to enhance the department's services, reinforcing our commitment to public safety and operational excellence.

Winslow Fire Department Overview

Winslow Fire Department is an “all-hazards fire department,” meaning we respond to a wide range of emergencies, including:

- Medical Emergencies
- Motor Vehicle Accidents
- Hazardous Materials Incidents
- Water Rescue and Recovery
- Structure Fires
- Downed Power Lines
- Public Lift Assists

Community Risk Reduction (CRR) Division

The CRR Division focuses on proactive measures to prevent or mitigate the loss of life, property, and resources due to fire and other disasters. Effective risk reduction combines prevention and mitigation strategies to safeguard the community.

Key responsibilities of the CRR Division include:

- **Public Education** – Community outreach and awareness programs
- **Plan Reviews** – Ensuring fire safety compliance in new developments
- **Fire Hydrant Inspections** – Maintaining readiness and efficiency
- **Fire Code Enforcement** – Applying the 2018 Fire Code to inspections of new and existing buildings

New Construction Projects

Winslow continues to grow, bringing economic development and job opportunities. Recent and ongoing construction projects include:

- **Love's Truck Stop** – Is opening soon
- **Hampton Inn** – A four-story hotel
- **Circle K Truck Stop**
- **Hopi Apartments**
- **Sheldon RV Park**

These projects reflect the city's economic progress and our department's role in ensuring safety and compliance.

Emergency Response Highlights

Incident Response & Special Operations

- **Wildland Fires**
 - Winslow has had several small Wildland Fires along roadways.
- **BNSF Train Fire – March 2, 2025**

On March 2, 2025, the Winslow Fire Department responded to a train car fire at Milepost 393. Upon arrival, the crew accessed the affected car and began suppression operations. Due to the deep-seated nature of the fire and the need for a continuous water supply, it was determined that the train car should be moved to Winslow for more effective firefighting.

BNSF relocated the train car to a sidetrack in Winslow, where WFD crews established a water supply and initiated a full fire attack and overhaul operation to extinguish the fire completely.

Chief Duran met with BNSF personnel on-site and conducted a fire investigation to determine the origin and cause of the incident. Upon conclusion of the investigation, BNSF officials were briefed on the findings. The incident then transitioned into salvage and cost recovery operations.

Following a reevaluation of how the Winslow Fire Department submits reimbursement claims for railroad-related responses, Chief Duran opted to submit the invoice directly to BNSF Railroad. This strategic shift in billing procedure resulted in an increased reimbursement amount.

On May 15, 2025, the City of Winslow received a reimbursement check from BNSF in the amount of **\$270,000**, representing a **\$60,000 increase** over previous reimbursement totals for similar incidents. This marked a significant improvement in recovering costs for emergency services rendered.

Closing Remarks

The Winslow Fire Department remains dedicated to **protecting lives, property, and the environment** through proactive risk reduction, emergency response, and community engagement. We take great pride in providing essential services and collaborating with local organizations to support our citizens.

I am honored to serve as Fire Chief for the City of Winslow, and I look forward to continuing our mission of service and safety.

Respectfully submitted,

Michael A. Duran
Fire Chief
Winslow Fire Department

CITY OF WINSLOW
Check Register
All Bank Accounts - 05/25/2025 to 06/07/2025

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account	Activity Code
AETNA LIFE INSURANCE COMPAN	EFT	5.31.25	06/03/2025	06/03/2025	1,003.63	Accident	0107073 - Payroll - Elective Benefits	
AETNA LIFE INSURANCE COMPAN	EFT	5.31.25	06/03/2025	06/03/2025	1,253.80	Critical illness	0107073 - Payroll - Elective Benefits	
AETNA LIFE INSURANCE COMPAN	EFT	5.31.25	06/03/2025	06/03/2025	1,405.03	Aetna Voluntary Hospital Premium	0107073 - Payroll - Elective Benefits	
					\$3,662.46			
					\$3,662.46			
AFLAC	110000	173673	05/29/2025	05/29/2025	1,065.68	HR/EMP DED 05/25/25	0107073 - Payroll - Elective Benefits	
					\$1,065.68			
AGUILLA, AMY	110033	060225	06/05/2025	06/06/2025	50.00	GSH DEPOSIT REFUND 05/30/25	0107040 - Deposits	
					\$50.00			
ARDURRA	110001	164739	05/29/2025	05/29/2025	1,708.96	WW MASTER PLAN WIFA - 04/01/25 - 04/30/25	05929.001.80.4104 - capital - non-struct	
ARDURRA	110001	165707	05/29/2025	05/29/2025	208.85	PROFESSIONAL SRVS 04/01/25 - 04/30/25	07871.055.20.2039 - other prof.service	
ARDURRA	110001	165707	05/29/2025	05/29/2025	913.03	PROFESSIONAL SRVS 04/01/25 - 04/30/25	01888.001.20.2039 - other prof.service	
ARDURRA	110001	165707	05/29/2025	05/29/2025	937.14	PROFESSIONAL SRVS 04/01/25 - 04/30/25	01888.001.20.2039 - other prof.service	
ARDURRA	110001	165707	05/29/2025	05/29/2025	1,919.16	PROFESSIONAL SRVS 04/01/25 - 04/30/25	07871.055.20.2039 - other prof.service	
ARDURRA	110001	165707	05/29/2025	05/29/2025	2,318.78	PROFESSIONAL SRVS 04/01/25 - 04/30/25	05929.001.20.2039 - other prof.service	
ARDURRA	110001	165708	05/29/2025	05/29/2025	4,793.07	PROFESSIONAL SRVS 04/01/25 - 04/30/25	01804.001.20.2039 - other prof.service	
					\$12,798.99			
					\$12,798.99			
ARIZONA LAW ENFORCEMENT RA	110034	25-1209	06/05/2025	06/06/2025	2,253.59	MAINTENANCE AND REPAIR OF RADAR LIDAR	01850.034.20.2039 - other prof.service	
					\$2,253.59			
ARIZONA STATE RETIREMENT SY	ACH	PR060125-221	06/05/2025	06/05/2025	58.48	Arizona State Retirement Misc	0107065 - Payroll - AZ State Retirement	
ARIZONA STATE RETIREMENT SY	ACH	PR060125-221	06/05/2025	06/05/2025	543.10	Arizona State Retirement LTD	0107065 - Payroll - AZ State Retirement	
ARIZONA STATE RETIREMENT SY	ACH	PR060125-221	06/05/2025	06/05/2025	1,937.14	Arizona State Retirement OT	0107065 - Payroll - AZ State Retirement	
ARIZONA STATE RETIREMENT SY	ACH	PR060125-221	06/05/2025	06/05/2025	41,885.76	Arizona State Retirement	0107065 - Payroll - AZ State Retirement	
					\$44,424.48			
					\$44,424.48			
ATKINSON, ANGELINA	110035	060225	06/05/2025	06/06/2025	50.00	POOL PARTY DEPOSIT REFUND 05/31/25	0107040 - Deposits	
					\$50.00			
AZ DEPARTMENT OF REVENUE	ACH	PR060125-5765	06/05/2025	06/05/2025	6,929.48	State Income Tax	0107061 - Payroll - State Withholding	
					\$6,929.48			
AZ DEPT. OF ECONOMIC SECURI	ACH	PR060125-21	06/05/2025	06/05/2025	504.34	Child Support AZ1	0107025 - Payable - ChildSupport/Garn	
					\$504.34			
BEGAY, JEANNA	110036	060225	06/05/2025	06/06/2025	50.00	GSH DEPOSIT REFUND 06/01/25	0107040 - Deposits	
					\$50.00			
CALNIMPTWEA, KARINA	110037	060225	06/05/2025	06/06/2025	50.00	GSH DEPOSIT REFUND 05/27/25	0107040 - Deposits	
					\$50.00			
CENTURYLINK	110038	334087927-05.22	06/05/2025	06/06/2025	101.60	T1 MPLS CIRCUIT 06/22/25 - 07/21/25	01850.034.23.2082 - Annual Support/WW	
					\$101.60			
CHATWIN, REESE	110039	882305	06/05/2025	06/06/2025	424.00	LIBRARY WINDOW CLEANING 05/21/25	01830.022.20.2039 - other prof.service	
					\$424.00			
CINTAS	110002	4230919895	05/29/2025	05/29/2025	25.61	UNIFORMS - 05/19/25	04921.001.50.3084 - uniforms & related	

ITEM
84

CITY OF WINSLOW
Check Register
All Bank Accounts - 05/25/2025 to 06/07/2025

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account	Activity Code
CINTAS	110002	4230919695	05/29/2025	05/29/2025	58.67	UNIFORMS - 05/19/25	12940.065.50.3084 - uniforms/related it	
CINTAS	110002	4230919695	05/29/2025	05/29/2025	88.73	UNIFORMS - 05/19/25	03922.001.50.3084 - uniforms & related	
CINTAS	110002	4230919695	05/29/2025	05/29/2025	103.68	UNIFORMS - 05/19/25	05929.001.50.3084 - uniforms & related	
CINTAS	110002	4230919839	05/29/2025	05/29/2025	32.63	UNIFORMS - 05/19/25	07871.018.50.3084 - uniforms/related it	
CINTAS	110002	4230919839	05/29/2025	05/29/2025	50.76	UNIFORMS - 05/19/25	01830.022.50.3084 - uniforms & related	
CINTAS	110002	4230919839	05/29/2025	05/29/2025	105.40	UNIFORMS - 05/19/25	01825.001.50.3084 - uniforms & related	
CINTAS	110002	4230919839	05/29/2025	05/29/2025	110.95	UNIFORMS - 05/19/25	07871.055.50.3084 - uniforms/related it	
					\$576.43			
CINTAS	110040	4231689881	06/05/2025	06/06/2025	25.61	UNIFORMS - 05/27/25	04921.001.50.3084 - uniforms & related	
CINTAS	110040	4231689881	06/05/2025	06/06/2025	58.67	UNIFORMS - 05/27/25	12940.065.50.3084 - uniforms/related it	
CINTAS	110040	4231689881	06/05/2025	06/06/2025	88.73	UNIFORMS - 05/27/25	03922.001.50.3084 - uniforms & related	
CINTAS	110040	4231689881	06/05/2025	06/06/2025	103.68	UNIFORMS - 05/27/25	05929.001.50.3084 - uniforms & related	
CINTAS	110040	4231689996	06/05/2025	06/06/2025	32.63	UNIFORMS - 05/27/25	07871.018.50.3084 - uniforms/related it	
CINTAS	110040	4231689996	06/05/2025	06/06/2025	50.76	UNIFORMS - 05/27/25	01830.022.50.3084 - uniforms & related	
CINTAS	110040	4231689996	06/05/2025	06/06/2025	105.40	UNIFORMS - 05/27/25	01825.001.50.3084 - uniforms & related	
CINTAS	110040	4231689996	06/05/2025	06/06/2025	110.95	UNIFORMS - 05/27/25	07871.055.50.3084 - uniforms/related it	
					\$576.43			
					\$1,152.86			
CITY OF PHOENIX	110041	401030278	06/05/2025	06/06/2025	375.00	CITY OF PHOENIX TAX SITE USE 06/01/25	01888.001.29.2909 - service fees	
					\$375.00			
Clark Trans Solutions	110003	IN4958	05/29/2025	05/29/2025	21,285.60	REPLACEMENT DECORATIVE STREETLIGHT PO	13001.001.80.4201 - sidewalks/curbs/g	
					\$21,285.60			
CODE PUBLISHING CO.	110004	GC10017598	05/29/2025	05/29/2025	250.00	MUNICIPAL CODE AMENDMENT PER ORDINANC	01806.001.20.2039 - other prof.service	
					\$250.00			
DAVE BANG ASSOCIATES, INC.	110005	AZ72142	05/29/2025	05/29/2025	33,391.56	24' Gazebo Shelter	13001.001.80.4332 - LRSP State Parks	
					\$33,391.56			
DECKER CHIROPRACTIC, P.C.	110006	CW2506	05/29/2025	05/29/2025	120.00	CDL MEDICAL EXAM 05/22/25	01811.001.20.2006 - medical services	
					\$120.00			
DERRICK, NEZ NIKKI & GISHIE	110042	RFD 4316005.06	06/01/2025	06/06/2025	53.66	Deposit Refund: 4316005 - DERRICK, NEZ NIKKI &	0307040 - Utility Customer Deposits	
					\$53.66			
DWYER, MONICA	110007	052725	05/29/2025	05/29/2025	50.00	GSH DEPOSIT REFUND 05/26/25	0107040 - Deposits	
					\$50.00			
ECCLES, WENDY	110008	RFD 1001603.05	05/27/2025	05/29/2025	123.77	Deposit Refund: 1001603 - ECCLES, WENDY	0307040 - Utility Customer Deposits	
					\$123.77			
EXTERMINATING SPECIALIST	110009	32825	05/29/2025	05/29/2025	75.00	EXTERMINATING SERVICES - MAR 25	03922.001.20.2039 - other prof service	
EXTERMINATING SPECIALIST	110009	32825	05/29/2025	05/29/2025	79.00	EXTERMINATING SERVICES - MAR 25	01850.125.20.2039 - other prof.service	
EXTERMINATING SPECIALIST	110009	32825	05/29/2025	05/29/2025	146.00	EXTERMINATING SERVICES - MAR 25	01850.034.20.2039 - other prof.service	
EXTERMINATING SPECIALIST	110009	32825	05/29/2025	05/29/2025	158.00	EXTERMINATING SERVICES - MAR 25	05929.001.20.2039 - other prof service	
EXTERMINATING SPECIALIST	110009	32825	05/29/2025	05/29/2025	165.00	EXTERMINATING SERVICES - MAR 25	01860.001.20.2039 - other prof.service	
EXTERMINATING SPECIALIST	110009	32825	05/29/2025	05/29/2025	279.00	EXTERMINATING SERVICES - MAR 25	01819.001.20.2039 - other prof.service	
EXTERMINATING SPECIALIST	110009	32825	05/29/2025	05/29/2025	284.00	EXTERMINATING SERVICES - MAR 25	01830.022.20.2039 - other prof.service	
EXTERMINATING SPECIALIST	110009	32825	05/29/2025	05/29/2025	359.00	EXTERMINATING SERVICES - MAR 25	01825.001.20.2039 - other prof. service	
					\$1,545.00			
EXTERMINATING SPECIALIST	110043	42825	06/05/2025	06/06/2025	75.00	EXTERMINATING SERVICES - APR.25	03922.001.20.2039 - other prof service	
EXTERMINATING SPECIALIST	110043	42825	06/05/2025	06/06/2025	79.00	EXTERMINATING SERVICES - APR.25	01850.125.20.2039 - other prof.service	

CITY OF WINSLOW
Check Register
All Bank Accounts - 05/25/2025 to 06/07/2025

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account	Activity Code
EXTERMINATING SPECIALIST	110043	42825	06/05/2025	06/06/2025	146.00	EXTERMINATING SERVICES - APR.25	01850.034.20.2039 - other prof.service	
EXTERMINATING SPECIALIST	110043	42825	06/05/2025	06/06/2025	158.00	EXTERMINATING SERVICES - APR.25	05929.001.20.2039 - other prof.service	
EXTERMINATING SPECIALIST	110043	42825	06/05/2025	06/06/2025	165.00	EXTERMINATING SERVICES - APR.25	01860.001.20.2039 - other prof.service	
EXTERMINATING SPECIALIST	110043	42825	06/05/2025	06/06/2025	279.00	EXTERMINATING SERVICES - APR.25	01819.001.20.2039 - other prof.service	
EXTERMINATING SPECIALIST	110043	42825	06/05/2025	06/06/2025	284.00	EXTERMINATING SERVICES - APR.25	01830.022.20.2039 - other prof.service	
EXTERMINATING SPECIALIST	110043	42825	06/05/2025	06/06/2025	359.00	EXTERMINATING SERVICES - APR.25	01825.001.20.2039 - other prof.service	
					\$1,545.00			
					\$3,090.00			
FIREMEN'S RELIEF & PENSION	110010	51825	05/29/2025	05/29/2025	48.67	HR/FD ON CALL 05/18/25	0107069 - Payroll - On Call Fire Pensio	
					\$48.67			
FORTICALL	110044	64846	06/05/2025	06/06/2025	686.07	VOICE SERVICES - 06/01/25 - 06/30/25	01888.044.21.2060 - Phone/Internet	
					\$686.07			
FRANCIS, YOLANDA	110011	052725	05/29/2025	05/29/2025	50.00	GSH DEPOSIT REFUND 05/18/25	0107040 - Deposits	
					\$50.00			
GONZALES, THERESA	110012	052725	05/29/2025	05/29/2025	50.00	GSH DEPOSIT REFUND 04/18/25	0107040 - Deposits	
					\$50.00			
GRAJEDA, MARGARET VARGAS	110013	052725	05/29/2025	05/29/2025	50.00	66 PLAZA DEPOSIT REFUND 05/17/25	0107040 - Deposits	
					\$50.00			
HARRIN, MORGAN	110014	052725	05/29/2025	05/29/2025	50.00	GSH DEPOSIT REFUND 05/16/25	0107040 - Deposits	
					\$50.00			
HENLING TECH CONSULTING	110045	121 05/21/25	06/05/2025	06/06/2025	246.22	HARD DRIVES FOR PD NVR	01888.044.20.2039 - other prof.service	
HENLING TECH CONSULTING	110045	122 05/21/25	06/05/2025	06/06/2025	2,000.00	CONTRACT WORK - MAY 2025	01888.044.20.2039 - other prof.service	
					\$2,246.22			
					\$2,246.22			
HSA BANK	ACH	PR060125-5769	06/05/2025	06/05/2025	897.16	HSA ES	0107082 - Payroll- Health Savings Acct	
HSA BANK	ACH	PR060125-5769	06/05/2025	06/05/2025	1,647.58	HSA EF	0107082 - Payroll- Health Savings Acct	
HSA BANK	ACH	PR060125-5769	06/05/2025	06/05/2025	1,977.93	HSA EC	0107082 - Payroll- Health Savings Acct	
HSA BANK	ACH	PR060125-5769	06/05/2025	06/05/2025	1,989.14	HSA EE	0107082 - Payroll- Health Savings Acct	
					\$6,511.81			
					\$6,511.81			
HUGHES FIRE EQUIPMENT, INC	110046	624083	06/05/2025	06/06/2025	975.49	MAINTENANCE ON LADDER 17	01860.001.20.2039 - other prof.service	
HUGHES FIRE EQUIPMENT, INC	110046	624192	06/05/2025	06/06/2025	4,536.18	MAINTENANCE ON PUMPER TENDER 15	01860.001.20.2039 - other prof.service	
					\$5,511.67			
					\$5,511.67			
INTERNAL REVENUE SERVICE	ACH	PR060125-5764	06/05/2025	06/05/2025	8,971.54	Medicare Tax	0107063 - Payroll - FICA	
INTERNAL REVENUE SERVICE	ACH	PR060125-5764	06/05/2025	06/05/2025	21,577.44	Federal Income Tax	0107060 - Payroll - Federal Withholding	
INTERNAL REVENUE SERVICE	ACH	PR060125-5764	06/05/2025	06/05/2025	34,048.72	Social Security Tax	0107063 - Payroll - FICA	
					\$64,597.70			
					\$64,597.70			
JAMES, DANIELLE	110015	05162025	05/29/2025	05/29/2025	100.00	CHAMBER CONF ROOM RENTAL REFUND 05/16	0107040 - Deposits	
					\$100.00			

CITY OF WINSLOW
Check Register
All Bank Accounts - 05/25/2025 to 06/07/2025

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account	Activity Code
JENI MCCUTCHEON, PSY.D, PLLC	110047	3314	06/05/2025	06/06/2025	400.00	CLASSIC POST OFFICER EVALUATION-J.TAGLE	01850.034.20.2039 - other prof.service	
					\$400.00			
JOHNSON, KYLE	110048	672	06/05/2025	06/06/2025	2,414.00	COURT RESTITUTION 05/30/25	0107011 - Court Fees and Fines Payab	
					\$2,414.00			
JPMORGAN CHASE BANK NA	EFT	5.31.25	05/31/2025	05/31/2025	109.86	Payment Tech Fees	03922.001.20.2039 - other prof service	
					\$109.86			
LEGAL SHIELD	110032	51525	05/29/2025	05/30/2025	1,020.65	LEGALSHIELD 05152025	0107073 - Payroll - Elective Benefits	
					\$1,020.65			
MANYGOATS, BRYNTTNI	110017	052725	05/29/2025	05/29/2025	50.00	GSH DEPOSIT REFUND 05/17/25	0107040 - Deposits	
					\$50.00			
MARICOPA DATA STORAGE CENT	110049	04062025	06/05/2025	06/06/2025	63.44	OFF-SITE STORAGE MICROFILM RECORDS 06/0	01806.001.20.2039 - other prof.service	
					\$63.44			
NATIONWIDE ASRS 457	ACH	PR060125-6120	06/05/2025	06/05/2025	1,518.50	Nationwide ASRS 457	0107090 - Payroll - Deferred Comp	
					\$1,518.50			
NATIONWIDE ASRS ROTH	ACH	PR060125-6122	06/05/2025	06/05/2025	628.50	Nationwide ASRS Roth	0107090 - Payroll - Deferred Comp	
					\$628.50			
NATIONWIDE RETIREMENT SOLU	ACH	PR060125-6126	06/05/2025	06/05/2025	1,088.62	PSPRS FD T2 DCH	0107068 - Payroll - PSPRS Fire	
NATIONWIDE RETIREMENT SOLU	ACH	PR060125-6126	06/05/2025	06/05/2025	1,097.32	PSPRS FD T3 DCH	0107068 - Payroll - PSPRS Fire	
					\$2,185.94			
NATIONWIDE WINSLOW 457	ACH	PR060125-6121	06/05/2025	06/05/2025	1,644.00	Nationwide Winslow 457	0107090 - Payroll - Deferred Comp	
					\$1,644.00			
NATIONWIDE WINSLOW ROTH	ACH	PR060125-6123	06/05/2025	06/05/2025	195.00	Nationwide Winslow Roth	0107090 - Payroll - Deferred Comp	
					\$195.00			
NAVAJO COUNTY LIBRARY DISTRI	110018	WINS-SRP-25	05/29/2025	05/29/2025	220.00	SUMMER READING PROGRAM PERFORMER FE	20819.001.50.3299 - other supplies	
					\$220.00			
NEXXUS CONSULTING, LLC	110050	322269	06/05/2025	06/06/2025	7,000.00	CONSULTANT SERVICES-MAY 2025	13001.001.20.2039 - Levee Legal/Lobb	
					\$7,000.00			
NORTHERN ARIZONA SIGNS	110019	0046952-IN	05/29/2025	05/29/2025	300.00	ADOPT-A-STREET DECAL SIGNS	07871.055.50.3299 - other supplies	
					\$300.00			
OFFICE DEPOT	110020	422181762-000	05/29/2025	05/29/2025	235.71	SUPPLIES FOR COURT 05/22/25	01803.001.50.3299 - other supplies	
					\$235.71			
PUBLIC SAFETY RETIREMENT	ACH	PR060125-6113	06/05/2025	06/05/2025	296.20	PSPRS FD ACR	0107068 - Payroll - PSPRS Fire	
PUBLIC SAFETY RETIREMENT	ACH	PR060125-6113	06/05/2025	06/05/2025	1,387.99	PSPRS FD T2 DB	0107068 - Payroll - PSPRS Fire	
PUBLIC SAFETY RETIREMENT	ACH	PR060125-6113	06/05/2025	06/05/2025	3,251.82	PSPRS FD T3 DB	0107068 - Payroll - PSPRS Fire	
PUBLIC SAFETY RETIREMENT	ACH	PR060125-6113	06/05/2025	06/05/2025	5,959.86	PSPRS PD T2 DB	0107067 - Payroll - PSPRS Police	
PUBLIC SAFETY RETIREMENT	ACH	PR060125-6113	06/05/2025	06/05/2025	11,809.10	PSPRS PD T1 DB	0107067 - Payroll - PSPRS Police	
PUBLIC SAFETY RETIREMENT	ACH	PR060125-6113	06/05/2025	06/05/2025	18,315.82	PRPRS PD T3 DB	0107067 - Payroll - PSPRS Police	
					\$41,020.79			
PUBLIC SAFETY RETIREMENT	Credit	PPE 6.1.25	06/05/2025	06/05/2025	-480.88	FD Credit	01860.001.02.1103 - public safety retire	
					\$40,539.91			

CITY OF WINSLOW
Check Register
All Bank Accounts - 05/25/2025 to 06/07/2025

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account	Activity Code
QUINONES, ESTRELLA	110021	052725	05/29/2025	05/29/2025	50.00	GSH DEPOSIT REFUND 05/13/25	0107040 - Deposits	
					\$50.00			
BLASTING IMPRESSION	110051	2356 05/25/25	06/05/2025	06/06/2025	376.00	LIFEGUARD LEFT SIDE GUARD BACK	01820.036.29.2995 - special events	
					\$376.00			
SANCHEZ, SUSANA	110052	060225	06/05/2025	06/06/2025	50.00	GSH DEPOSIT REFUND 05/31/25	0107040 - Deposits	
					\$50.00			
SECURITY BENEFIT	ACH	PR060125-5768	06/05/2025	06/05/2025	95.00	Security Benefit 457	0107090 - Payroll - Deferred Comp	
					\$95.00			
SERIOUS, SHANNON	110022	052725	05/29/2025	05/29/2025	50.00	GSH DEPOSIT REFUND 05/25/25	0107040 - Deposits	
					\$50.00			
SMITH BAGLEY INC DBA CELLULA	110023	05282025	05/29/2025	05/29/2025	2,233.80	LEASE AGREEMENT FOR RADIO EQUIPMENT 07	01850.034.23.2082 - Annual Support/W	
					\$2,233.80			
SOPER, DANA	110053	060225	06/05/2025	06/06/2025	80.00	POOL PARTY DEPOSIT & POOL FEE	0107040 - Deposits	
					\$80.00			
STEVENS, DYLAN	110054	674	06/05/2025	06/06/2025	248.00	COURT RESITUTION 06/04/25	0107011 - Court Fees and Fines Payab	
					\$248.00			
TAFOYA, DOREEN	110024	RFD 1002010.05	05/29/2025	05/29/2025	84.90	Deposit Refund: 1002010 - TAFOYA, DOREEN	0307040 - Utility Customer Deposits	
					\$84.90			
THOMPSON JACKSON, SHAMEKI	110055	060225	06/05/2025	06/06/2025	50.00	POOL PARTY DEPOSIT REFUND 06/01/25	0107040 - Deposits	
					\$50.00			
THOMPSON REUTERS	110056	852024134	06/05/2025	06/06/2025	292.55	ONLINE/SOFTWARE SUBSCRIPTION CHARGE 0	01850.034.23.2082 - Annual Support/W	
					\$292.55			
UNIFIRST	110025	3380090950	05/29/2025	05/29/2025	27.15	PARKS & FACILITIES FLOOR MATS 05/19/25	01825.001.20.2039 - other prof. service	
UNIFIRST	110025	3380090957	05/29/2025	05/29/2025	27.15	PARKS & FACILITIES FLOOR MATS 05/19/25	01830.022.20.2039 - other prof.service	
UNIFIRST	110025	3380090959	05/29/2025	05/29/2025	27.15	PARKS & FACILITIES FLOOR MATS 05/19/25	01830.022.20.2039 - other prof.service	
UNIFIRST	110025	3380090960	05/29/2025	05/29/2025	27.15	PARKS & FACILITIES FLOOR MATS 05/19/25	01830.022.20.2039 - other prof.service	
UNIFIRST	110025	3380090962	05/29/2025	05/29/2025	28.24	PARKS & FACILITIES FLOOR MATS 05/19/25	01830.022.20.2039 - other prof.service	
					\$136.84			
					\$136.84			
VARGAS, DEBORAH	110026	052725	05/29/2025	05/29/2025	50.00	RAMADA DEPOSIT REFUND 05/25/25	0107040 - Deposits	
					\$50.00			
WARD, GAIL	110057	671	06/05/2025	06/06/2025	100.00	COURT RESITUTION 05/30/25	0107011 - Court Fees and Fines Payab	
					\$100.00			
WASHINGTON NATIONAL INS CO	110027	W2539127	05/29/2025	05/29/2025	932.77	HR/EMP DED 05/15/25	0107073 - Payroll - Elective Benefits	
					\$932.77			
WILLDAN	110028	002-34506	05/29/2025	05/29/2025	230.00	REVISION TO LOVES SIGN - WILLDAN	01835.060.20.2039 - other prof.service	
WILLDAN	110028	002-34507	05/29/2025	05/29/2025	636.25	WILLDAN 2ND REVIEW - HAMPTON INN & SUITE	01835.060.20.2039 - other prof.service	
					\$866.25			

CITY OF WINSLOW
Check Register
All Bank Accounts - 05/25/2025 to 06/07/2025

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account	Activity Code
WILLDAN	110058	002-34517	06/05/2025	06/06/2025	167.50	LOVES TRAVEL CENTER CCD11 REVISIONS	01835.060.20.2039 - other prof.service	
WILLDAN	110058	002-34520	06/05/2025	06/06/2025	480.00	HAMPTON INN BUILDING & FIRE 3RD REVIEW	01835.060.20.2039 - other prof.service	
WILLDAN	110058	002-34521	06/05/2025	06/06/2025	292.50	RESTROOM EXPEDITED REVIEW - LOVES TRAV	01835.060.20.2039 - other prof.service	
					<u>\$940.00</u>			
					\$1,806.25			
WINSLOW ASSOCIATION OF FIRE	110029	51825	05/29/2025	05/29/2025	50.00	FD/FIREFIGHTERS ASSOC. DUES 05/18/25	0107077 - Payroll - Firefighter's Assoc	
					<u>\$50.00</u>			
WINSLOW CHAMBER OF COMME	110030	2025 FIREWORK	05/29/2025	05/29/2025	2,900.00	2025 FIREWORK SHOW	01801.001.29.2995 - special events	
					<u>\$2,900.00</u>			
WINSLOW READY MIX INC.	110031	W2025-123	05/29/2025	05/29/2025	658.09	SIDEWALK REPAIR ELM & KINSLEY	13001.001.80.4201 - sidewalks/curbs/g	
					<u>\$658.09</u>			
					<u>\$280,928.92</u>			

Minutes of the regular meeting of the Winslow City Council held on May 27, 2025 at 6:30 P.M. in the main hall of the Winslow Visitor's Center, 523 West Second Street, Winslow, Arizona.

MEMBERS PRESENT:

Mayor Cano, Councilmember Cake, Councilmember Crisp, Councilmember McKee, Councilmember Salazar, Councilmember Tafoya

MEMBERS ABSENT:

None

STAFF:

David Coolidge City Manager, Trish Stuhan City Attorney, Suzy Wetzel City Clerk, Daniel Hendrix Finance Director, Michael Duran Fire Chief (via Zoom), Ernie Cano Acting Police Chief, Tim Westover Public Works Director, Jack Fitchett Economic Development Director, Kelley Ward Human Resources Director, Brandee Leary Librarian, Sandra Knight Recreation Manager

Mayor Cano called the meeting to order. The Pledge was given and the Invocation was offered by Pastor Randy Therio from The Multiply Church. Roll call was taken and all members were present.

CALL TO THE PUBLIC

None.

MAYOR AND COUNCILMEMBERS REPORTS

A. Current Events and Announcements

The following events and announcements were made under this item:

Councilmember Crisp

- Outdoor pool opening/hours of operation
- New date of June 27th for the Taste of Winslow

Councilmember McKee

- Swim Team fundraiser on June 7th

Mayor Cano

- June Jams beginning June 7th
- Good Morning Winslow on June 4th hosted by the city featuring the Economic Development Director

Councilmember Cake

- Blood drive on May 29th at the Chamber

B. Future Agenda Items

Councilmember Crisp requested that the Farmers Market fees that were not included in the upcoming fee schedule revisions be added next time changes are being made to the schedule.

In light of recent complaints, Councilmember Cake requested that a tour of the cemetery be scheduled so that Council can consider options to address the issues.

Mayor Cano stated that she would still like to schedule a Community Day for volunteers to assist staff with cutting weeds.

SCHEDULED PRESENTATIONS AND PROCLAMATIONS**A. Update from Erin Dickson Regarding June 28 & 29, 2025 Pow Wow**

Erin Dickson referred to the upcoming Pow Wow and discussed details of the event. Mr. Dickson also discussed various items, including placement of parking barriers, event lighting and use of the restrooms, that will be needed for the event. Mr. Dickson announced that he is accepting donations for attendees with special needs.

After stating that it would be beneficial to have a meeting with staff to address Mr. Dickson's requests and concerns, Mayor Cano commented on the need for chairs or bleachers for the event. The City Manager stated that staff will reach out to Mr. Dickson to schedule a meeting with the Special Events Review Board to further discuss his requests.

STATUS REPORTS**A. Verbal Status Report on Current City Activities by City Manager Which May Include Project and Legislative Update**

The City Manager noted that the House returned from break last week but have since taken another recess and the Senate returns this week. The City Manager stated that since the State Budget needs to be approved by June 30th to avoid a government shutdown, it is anticipated that it will be the legislature's main focus.

The City Manager also provided an update on the 9/11 Park Renovations and reported that plans for the downtown restrooms are at 50% with an anticipated bid date for the project of August or September.

At the conclusion of his report, the City Manager referred to being out sick all of last week and commended his management staff for their tireless commitment to the city and the amount of work they complete without any prompting. The City Manager also responded to questions from the Council.

B. Monthly Financial Report by Finance Director Which May Include Balances, Expenditures and Revenues in All Funds

After stating that 83% of the fiscal year has passed, the Finance Director highlighted information from his written report for the month of April that included city wide revenues and expenditures, as well as General Fund, HURF Fund and Enterprise Funds revenues and expenditures.

The Finance Director explained the water billing issue that occurred in April and also provided information regarding higher than normal sewer calculations due to water leaks experienced by customers in December and January.

The Finance Director and City Manager responded to a question from Councilmember MacLean related to the normal trend of revenues catching up with expenses during this time of year.

C. Quarterly Report by Recreation Manager Which May Include Information from Past Events and Announcements for Upcoming Events

After stating that everything went smoothly for the outdoor pool opening, the Recreation Manager introduced NAU graduate Nicole Gonzales as the Recreation Department's Summer Intern.

The Recreation Manager provided information regarding swimming lessons that will include day and evening classes and reported that there are 24 co-ed softball teams that will begin play on June 2nd.

The Recreation Manager also highlighted the following upcoming summer events:

- June & July Jams
- July 4th Cardboard Boat Races @ the outdoor pool
- Frequency float under the stars @ the outdoor pool
- Electric dance parties in June, July & August
- Morning & evening water aerobics @ the outdoor pool
- DJ Night Swim

CONSENT CALENDAR

Motion: Moved by Councilmember Cake, seconded by Councilmember Tafoya, to approve the Consent Calendar. Motion passed unanimously with Mayor Cano and Councilmembers Cake, Crisp, MacLean, McKee, Salazar and Tafoya voting yes.

- A. Discussion and/or Action to Approve the Check Register**
- B. Discussion and/or Action to Approve Minutes of the City Council Work Session of May 8, 2025 and the City Council Regular Meeting of May 13, 2025**
- C. Discussion and/or Action to Approve Appointment of Member to the Historic Preservation Commission**
- D. Discussion and/or Action to Approve Ordinance No. 1431 Authorizing the Acquisition of Certain Real Property and Authorizing and Directing the Mayor, City Manager and City Attorney to Acquire Title by Donation; and Declaring an Emergency**

COUNCIL CONSIDERATION AND POSSIBLE ACTION

- A. Presentation Regarding Wilson Street Affordable Housing Project and Discussion and/or Possible Direction Regarding Proposed Development**

The Economic Development Director briefly discussed the Wilson Street Affordable Housing Project RFP and stated that the only developer that submitted a proposal is here tonight to discuss his proposal.

Daniel Dinwiddie, owner of Quality Development, Inc., presented information for his proposed development of 20 condominium units, 20% of which will be designated as low income housing. Drawings

and floor plans of the development were also displayed during the presentation.

Mr. Dinwiddie explained details of programs that would be offered during the construction phase of the project including weekly safety meetings and an apprenticeship program for local workers. Mr. Dinwiddie commented on the fact that this project aligns with the city's goals, will help the city with housing needs and will create jobs for local residents.

In response to a question from Mayor Cano, Mr. Dinwiddie stated that the cost to rent a unit will be approximately \$1400. Mr. Dinwiddie responded to additional questions from the Council and, at the request of Councilmember MacLean, displayed the floor plan again for the proposed units. While viewing the floor plan, Mr. Dinwiddie commented on the layout and size of the rooms in each of the units. The discussion also included site improvements for the property.

At the conclusion of the presentation, the City Attorney received confirmation that the Council would like staff to bring back a development agreement for approval.

B. Discussion and/or Action to Approve Appropriation to the 2025 Fireworks Show

After Councilmember MacLean stated that there is a balance of approximately \$3,000 in the Special Events Account, there was a brief discussion regarding the need to be proactive with requests in the upcoming fiscal year due to cuts made during the budget process.

Motion: Moved by Councilmember MacLean, seconded by Councilmember McKee, to give the remaining balance in the Special Events Account to the fireworks fund. Motion passed unanimously with Mayor Cano and Councilmembers Cake, Crisp, MacLean, McKee, Salazar and Tafoya voting yes.

C. Discussion and/or Action Regarding Resolution No. 1975 Setting Forth the Tentative Budget and Establishing the Expenditure Limitation for the City of Winslow for Fiscal Year 2026

The City Manager referred to the Budget Work Session held on May 8th and discussed information included on Schedule A of the budget forms showing that this is a very conservative budget compared to last year. The City Manager stated that once the tentative budget is approved, the expenditure ceiling can decrease but it cannot increase.

Motion: Moved by Mayor Cano, seconded by Councilmember Tafoya, to approve Resolution No. 1975. Motion passed unanimously with Mayor Cano and Councilmembers Cake, Crisp, MacLean, McKee, Salazar and Tafoya voting yes.

ADJOURNMENT

Motion: Moved by Councilmember Cake, seconded by Councilmember Tafoya, to adjourn at 7:47 p.m. Motion passed unanimously with Mayor Cano and Councilmembers Cake, Crisp, MacLean, McKee, Salazar and Tafoya voting yes.

Mayor

Attest:

City Clerk

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the regular meeting of the Winslow City Council held on May 27, 2025 at 6:30 P.M. I further certify that the meeting was duly called and that a quorum was present.

Dated this *10th* day of *June*, 2025.

Suzy Wetzel

City Clerk

ORDINANCE NO. 1432

AN ORDINANCE OF THE CITY OF WINSLOW AMENDING SCHEDULE 3 BUILDING PERMIT FEES, SCHEDULE 4 COMMUNITY SERVICES FEES, SCHEDULE 5 DEVELOPMENT SERVICES FEES AND SCHEDULE 6 FIRE DEPARTMENT FEES; AND ADDING SCHEDULE 16 PUBLIC WORKS FEES OF ORDINANCE NO. 637, SCHEDULE OF RATES, FEES AND CHARGES.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WINSLOW, ARIZONA,

SECTION 1. Section 3-8 Fire Code Plan Reviews and Inspection Fees; Violation Fees in **Schedule 3 Building Permit Fees**, Section 4-1 Recreation Fees and Section 4-2 Facility Rental Charges in **Schedule 4 Community Services Fees**, Section 5-1 Desert View Cemetery, Section 5-10 Bulk Water Rates, Section 5-11 New Water Connections, Section 5-20 Solid Waste Collection, Section 5-21 Use of Transfer Station and Section 5-22 Septage Disposal in **Schedule 5 Development Services Fees**, Section 6-4 Miscellaneous in **Schedule 6 Fire Department** and Section 16-1 Operator and Equipment Fees in **Schedule 16 Public Works Fees**, of Ordinance No. 637, Schedule of Rates, Fees and Charges of the City of Winslow, and any amendments thereto, are hereby revised, updated and amended as indicated in Exhibit A, attached hereto and incorporated herein by reference.

SECTION 2. If any provision of this Ordinance is for any reason held by any court of competent jurisdiction to be unenforceable, such provision of portion hereof shall be deemed separate, distinct, and independent of all other provisions and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 3. The Mayor, the City Manager, the City Attorney and the City Clerk are hereby authorized and directed to take all steps and execute all documents necessary to carry out the purpose and intent of this Ordinance.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Winslow, Arizona, this 10th day of June, 2025.

Roberta W. Cano, Mayor

ATTEST:

Suzy Wetzel, City Clerk

APPROVED AS TO FORM:

Trish Stuhan, City Attorney

[Exhibit on File at Winslow City Hall, 102 East Third Street, Winslow, AZ 86047]

**EXHIBIT A
TO
ORDINANCE NO. 1432**

[Fee Schedules]

See following pages.

for commercial plan review, for up to three plan review sessions, shall be calculated at the rate of 65% of the total building permit fee or other permit fee, or at the actual city and consultant cost, whichever is greater.

SECTION 3-7 Mobile/Manufactured Home and Factory Built Building Installation Fees

The permit fees for mobile homes, manufactured homes, and factory built buildings are as follows:

Mobile / MFG Home	\$650.00 per home (includes 3 inspections)
Factory Built Building (Residential)	\$650.00 per story (includes 3 inspections)
Factory Built Building (Commercial)	\$6.00 / LF per story (includes 3 inspections)
Factory Built Building (Classroom)	\$3.00 / LF per story (includes 3 inspections)
6 Month Extension on Permit (Mobile/Mfg Home & Factory Built Building)	\$100.00 each
Factory Built Building Special Use	\$250.00 each (includes 1 inspection)
Rehabilitation – Mobile Home	\$49.00 if income below area median income (AMI); \$306.00 if income at or above AMI (includes 2 inspections)
Installation, Re-inspection or Additional Not Covered by Permit (MFG, FBB, Rehabilitation and Special)	\$175.00 each

SECTION 3-8 FIRE CODE PLAN REVIEWS AND INSPECTION FEES; VIOLATION FEES

FIRE ALARM AND DETECTION SYSTEM PLAN REVIEW AND INSPECTIONS

NEW INSTALLATION UNDER 5,000 SQ. FT.	\$350.00
NEW INSTALLATION 5,001 AND OVER SQ. FT.	\$400.00 + \$.005 per sq. ft.
MODIFICATIONS	
MODIFICATION (INCLUDING TI), 1 – 6 DEVICES	\$100.00
MODIFICATION (INCLUDING TI), 7 OR MORE	\$150.00

AUTOMATIC FIRE SPRINKLER SYSTEM PLAN REVIEW AND INSPECTIONS

NEW COMMERCIAL INSTALLATION UNDER 5,000 SQ. FT.	\$350.00
NEW COMMERCIAL INSTALLATION 5,001 – OR MORE SQ. FT.	\$400.00 + \$.005 per sq. ft.
MODIFICATIONS	
MODIFICATION 1 – 50 SPRINKLERS	\$100.00
MODIFICATION 51 – OR MORE SPRINKLERS	\$150.00

AUTOMATIC FIRE SPRINKLER SYSTEM (13D/R/M RESIDENTIAL) PLAN REVIEW AND INSPECTIONS

NEW RESIDENTIAL INSTALLATION	\$200.00
MODIFICATIONS/ADDITIONS	\$100.00

ALTERNATIVE FIRE-EXTINGUISHING SYSTEM PLAN REVIEW AND INSPECTIONS

NEW INSTALLATION: FOAM, CO2, CLEAN AGENT, CHEMICAL, ETC.	\$300.00
NEW INSTALLATION COMMERCIAL COOKING (HOOD) – SINGLE SYSTEM	\$250.00

FIRE PUMP

NEW INSTALLATION AND MODIFIED	\$450.00
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SPRAY BOOTHS/DIPPING PLAN REVIEW AND INSPECTIONS

PRE-MANUFACTURED SPRAY BOOTH	\$175.00
NON-PRE-MANUFACTURED SPRAY BOOTH	\$350.00

FIRE DEPARTMENT ACCESS (PERMANENT)

NEW INSTALLATION (NOT ASSOCIATED WITH NEW PROJECT) – ACCESS GATE (EACH)	\$100.00
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LIQUID PETROLEUM GAS PLAN REVIEW AND INSPECTION

NEW INSTALLATION – TANK 250 – 500 GALLONS \$100.00

NEW INSTALLATION – TANK 501 OR MORE GALLONS \$150.00

HIGH-PILED COMBUSTIBLE STORAGE

PLAN REVIEW \$100.00

VIOLATION FEES

NO APPROVED PLANS ON SITE OR ATTEND SCHEDULED INSPECTION (30 MINUTE WAIT TIME) \$150.00

FAILURE TO INSTALL PER APPROVED PLANS (CHANGES MUST BE PRIOR APPROVED) \$150.00

FAILURE TO PRE TEST FIRE PROTECTION SYSTEMS FOR ACCEPTANCE \$250.00

SCHEDULE 4 COMMUNITY SERVICES FEES

SECTION 4-1 Recreation Fees

Aquatics General Admissions:

General Admission – Adult	\$ 2.00 2.50
General Admission – Senior Citizen (55+)	\$ 0.75 1.00
General Admission – Children (under 18)	\$ 1.50
Pool Pass – 18 Visits (Adult)	\$30.00 36.00
Pool Pass – 18 Visits (Senior, 55+)	\$10.00 15.00
Pool Pass – 18 Visits (Children under 18)	\$20.00
Pool Pass – 18 Visits per Family	\$25.00 30.00

Swimming Lessons:

Per Person (8, 45-Minute Lessons)	\$ 30.00
Per Person (Pre-school ages 3-5, 8 30-minute lessons)	\$ 25.00
Per Person (Jr. Lifeguard)	\$ 60.00
Private (8, 30-minute lessons)	\$100.00
Adult Private (8 lessons)	\$100.00
Adult (8 classes, 4 per class)	\$ 40.00

Recreation Program per person unless otherwise indicated:

Water Aerobics (per class)	\$ 2.00
FREQUENCY FLOAT (PER PERSON)	\$ 6.00
Swim Team (Sept – May; 2 times per week)	\$ 30.00 per month
Swim Team (June – August; 4 times per week)	\$ 40.00 per month
Youth Basketball League (per person)	\$ 55.00
Youth Basketball League (family of 3)	\$155.00
Men's Basketball League per team	\$300.00
Coed Softball League per team	\$300.00
Coed Volleyball League per team	\$300.00

SECTION 4-2 Facility Rental Charges

Indoor / Outdoor Pool	
Swimming Pool Parties (limit 90 people)	\$80.00 per hour
Refundable Cleaning Deposit	\$50.00
Girl Scout House	
Reservation Fee:	
Refundable Cleaning Deposit	\$50.00
Per Day Rental Fee	\$80.00 100.00

Gazebo	
Use Fee	\$50.00
Vargas and other Multi-Purpose Field Complexes Tournament Rentals	
Fenced Area:	
Refundable Cleaning/Security Deposit	\$ 50.00
Daily Use Fee	\$100.00
No Lights Included – Fields Reserved Only Until Dusk	
Fire Department Training / Conference Room	
Daily Reservation Fee	\$50.00
City Hall DEVELOPMENT SERVICES Conference Room (Outside Users Only)	
7:30AM to 4:30PM, Monday- Friday Excluding Holidays	\$10.00 per hour
Hubbell Trading Post User Fees	
Conference Room Only (8:00 AM - 5:00 PM)	\$ 5.00 per hour
Conference Room (After 5:00 PM or weekends)	\$30.00 per hour
\$25/hour goes to Chamber of Commerce for personnel costs	
North Room/Conference Room/Kitchen	\$50.00 (up to 4 hours)
North Room/Conference Room/Kitchen	\$10.00 (every hour after 4 hrs)
North Room/Conference Room/Kitchen (8:00 AM – 5:00 PM)	\$90.00 (full day)
North Room/Conference Room/Kitchen (After normal business hours)	\$50.00 (each hour after 5 PM)
\$25/ hour goes to Chamber of Commerce for personnel costs	
North Room/Conference Room/Kitchen (Maximum 2 hour use after 5:00 PM; no day use)	\$60.00 per hour
\$25/ hour goes to Chamber of Commerce for personnel costs	
Refundable Security/Cleaning Deposit	\$100.00
Route 66 Plaza (Non-City Sponsored Activity)	
Daily use of stage and park (Use of stage includes utilities)	\$ 50.00 100.00
Cleaning/Security Deposit	\$ 50.00
Eagle Pavilion (Non-City Sponsored Activity)	
Daily use of stage and park (Use of stage includes utilities)	\$150.00
Cleaning/Security Deposit	\$100.00
Farmers Market	
Produce Vendors (50% or more of your product is produce)	No Fee
Non-Produce Vendors (10x10 space)	\$15.00/week
Canopy Rental	\$20.00/week
McHood Park	
Large Ramada (for 3 hour reservation)	\$ 50.00
Cleaning/Security Deposit	\$ 50.00

SCHEDULE 5 DEVELOPMENT SERVICES FEES

SECTION 5-1 Desert View Cemetery

Purchase of resident adult lots, perpetual care	\$ 450.00 550.00
Purchase of non-resident within Navajo County adult lots, perpetual care	\$ 900.00 1800.00
Purchase of non-resident outside Navajo County adult lots, perpetual care	\$1200.00
Purchase of resident infant lots, perpetual care	\$ 175.00
Purchase of non-resident within Navajo County infant lots, perpetual care	\$ 350.00
Purchase of non-resident outside Navajo County infant lots, perpetual care	\$ 475.00
Opening and closing of adult plots	\$ 350.00
Opening and closing of infant plots	\$ 225.00
Opening and closing of plots cremation	\$ 120.00
Opening and closing of crypts	\$ 120.00
Setting Headstone 2 ft. wide with base	\$ 100.00
Setting Headstone 3 ft. wide with base	\$ 150.00
Setting Headstone 4 ft. wide with base	\$ 200.00
Setting Tablet with base	\$ 75.00
Setting Vases	\$ 50.00
Disinterment	\$ 500.00
Set up	\$ 100.00 150.00
Weekend/Holiday (outside normal business hours) Overtime Fee (for funerals or other special projects)	\$ 350.00

SECTION 5-2 Utility Deposits by Class

Maximum Residential Deposit Per Unit	\$200.00
Renters and owners who have made three or more late utility payments to the city within the last twelve months will be charged the maximum deposit. Owners who have less than three late utility payments within the last twelve months shall pay a reduced deposit of \$100.00.	
Commercial – Utility Manager to determine but not less than \$150.00	
Motels, hotels and apartments (or the average of two-month bill over the last year, whichever is greater)	\$400.00
Restaurants, churches, bars and taverns (or the average of a two-month bill over the last year, whichever is greater)	\$200.00
Auxiliary meter or fire hydrant service	\$150.00

SECTION 5-3 Ready to Serve Water Rates, Plus Sales Tax

Meter Size	Design Max Flow Rate	Effective Aug-2024	Effective Jan-2025	Effective Jan-2026	Effective Jan-2027	Effective Jan-2028	Effective Jan-2029
5/8"	20 Gal/Min	\$16.43	\$17.90	\$18.62	\$19.37	\$19.75	\$20.15
3/4"	30 Gal/Min	\$16.43	\$17.90	\$18.62	\$19.37	\$19.75	\$20.15
1"	50 Gal/Min	\$20.66	\$22.51	\$23.42	\$24.35	\$24.84	\$25.34
1 1/2"	100 Gal/Min	\$31.24	\$34.05	\$35.41	\$36.83	\$37.57	\$38.32
2"	160 Gal/Min	\$43.93	\$47.88	\$49.80	\$51.79	\$52.82	\$53.88
3"	300 Gal/Min	\$73.56	\$80.18	\$83.39	\$86.73	\$88.46	\$90.23
4"	500 Gal/Min	\$115.91	\$126.34	\$131.40	\$136.65	\$139.39	\$142.17
6"	1,000 Gal/Min	\$221.75	\$241.71	\$251.38	\$261.43	\$266.66	\$271.99
8"	1,600 Gal/Min	\$348.75	\$380.13	\$395.34	\$411.15	\$419.37	\$427.76

SECTION 5-6 (1) Turn On Fee

A turn on fee of \$15.00 will be charged for new customer accounts.

SECTION 5-6 (2) Transfer Fee

A transfer fee of \$15.00 will be charged for an existing consumer moving from one address to another.

SECTION 5-6 (3) Meter Testing Fee

Each consumer shall have the privilege of insisting upon a meter test. Once the customer signs an agreement with the city, the meter will be pulled and sent in for testing, and a new meter will be installed. The agreement states that if the meter is found to be registering correctly or in the customer's favor, the customer will be billed for the total actual cost the Water Division incurred for testing services rendered. If the meter is found to be defective, or over-registering, the city shall make reasonable adjustments to the customer's bill for any overbilling associated with the defective meter.

SECTION 5-7 Stand Pipe Service

No ready to serve charge shall be charged for a water stand pipe when the water stand pipe is used solely for the purpose of standby fire protection. A ready to serve charge shall be charged for a stand pipe for each month or fraction of month based on meter size in subsection A of this section if it is used for other than standby fire protection service.

SECTION 5-8 Auxiliary Meter or Fire Hydrant Service

No ready to serve charge shall be charged for an auxiliary meter or fire hydrant service when the auxiliary meter or fire hydrant service is used solely for the purpose of standby fire protection. A ready to serve charge shall be charged for an auxiliary meter or fire hydrant service for each month or fraction of month based on meter size in Section 5-3 if it is used for other than standby fire protection service.

SECTION 5-9 Unmetered Fire Service Lines Shall Not Be Permitted

All fire service lines shall be equipped with a bypass meter and assessed a ready to serve charge based on bypass meter size as shown in Section 5-3.

SECTION 5-10 Bulk Water Rates

~~\$5.00~~ 8.25 per 1000 gallons plus sales tax for residents. Non-resident fee will be double the resident fee.

SECTION 5-11 New Water Connections

Any new connection to the water system shall be assessed a plant investment fee. Said fee shall be based upon an equivalent residential unit (EQR) as indicated:

One (1) EQR = 1.0 X \$330	\$330.00
5/8" to 1" meter, less than 10'	\$770.00
5/8" to 1" meter, more than 10' up to 20'	\$870.00
5/8" to 1" meter, per ft beyond 20'	\$ 43.50

All other service lines above 1" in size will be charged for actual cost of labor, materials, incidental expenses and overhead, plus a 10% administrative charge. Costs will be estimated at time of permit fees paid and any balance due or overpaid will be billed or refunded before service is turned on.

Water Deposit	See Section 5-2
Sidewalk Repair	\$11.00/sq. ft.
Right of way asphalt repair	\$400.00 \$11.00 sq. ft.
Curb and gutter repair	\$50.00/lf
Sewer deposit	See Section 10-11

Ten percent of all funds accruing pursuant to this schedule shall be used to replace any defective water lines and related equipment.

SECTION 5-11 (1) For the purpose of plant investment fee computation, the following amounts shall be assessed:

For each EQR unit where both the tap and all points of consumption are within the city: \$330.00

For each EQR unit where both the tap and all points of consumption is outside the city: 2X the fees charged within the city

SECTION 5-12 Computation and collection of plant investment fees -Table of equivalent residential units (EQR)

SECTION 5-13 Certificate of Occupancy

No certificate of occupancy shall be issued to any dwelling or to any water consuming addition to any existing service until all tap fees and plant investment fee have been paid. Arrangements for payment of systems development charges shall be allowed as provided by Section 5-14.

Meter Size by Inches	Buy-in Charge
Sewer Fee: 5/8" Meter	\$300.00
Sewer Fee: 3/4" Meter	\$420.00
Sewer Fee: 1" Meter	\$780.00
Sewer Fee: 1 1/2" Meter	\$1680.00
Sewer Fee: 2" Meter	\$2880.00
Sewer Fee: 4" Meter	\$11280.00
Sewer Fee: 6" Meter	\$28800.00
Right of way saw cut & repair fee	\$400.00

SECTION 5-20 Solid Waste Collection

Residential Service:

All residential users as defined in Chapter 8.12.010 shall be billed ~~\$34.95~~ \$33.55 monthly.
Additional totor for solid waste - ~~\$11.00~~ \$11.55

If service is terminated other than at the end of the billing cycle or initiated other than at the start of the billing cycle, the monthly fee shall be prorated based on the number of days of service received in the billing cycle.

SECTION 5-21 Use of Transfer Station

City Residents Voucher Fees - proof of residency required

Up to Pick-Up Load	\$10.00
Up to a Trailer Load	\$25.00
FREON BEARING DEVICE (PER DEVICE)	\$25.00

Commercial and Non-Resident Voucher Fees

Up to a Pick-Up Load	\$20.00
Up to a Trailer Load	\$50.00
FREON BEARING DEVICE (PER DEVICE)	\$50.00

SECTION 5-22 ~~Septic Tank Dumping~~ SEPTAGE DISPOSAL

Septic Tank Load (under 1000 gallons)	\$35.00
Septic Tank Load (over 1000 gallons)	\$70.00
Grease Trap Disposal	\$150.00
SEPTAGE DISPOSAL (BASED ON TANK MAXIMUM CAPACITY)	\$0.15 PER GALLON

SECTION 5-23 Transportation System Use License and Fee

All companies/persons conducting a solid waste or recycling collection or transportation business within the Winslow City limits, which places collection containers within the City streets or alleys, or uses the City streets or alleys to access collection containers for the relevant business

SECTION 6-4 Miscellaneous

Burn Permits	\$5.00
Film/Photos/CD/DVD	Actual Cost + 10% \$25.00
Fire Incident Reports	\$1.00 for 1 Page \$5.00 for 2-20 Pages
Fire Investigation	\$50.00/hour
Testify in Deposition/Grand Jury/Court	\$45.00/hour (including travel)
Arson Fire in City limits	Charge Relevant Applicable Rates
Damage to Equipment/Apparatus	Actual Repair / Replacement Cost
Water rate (inside City)	\$1.61 per gallon
Water rate (outside City)	\$3.22 per gallon
RE-INSPECTION FEE (AFTER 2 INSPECTIONS)	\$100.00
STANDBY PERSONNEL/FIRE WATCH (PER PERSON, 3 HOUR MINIMUM)	\$100.00 HR
STANDBY PERSONNEL/FIRE WATCH WITH TYPE 1 ENGINE (MINIMUM 3 PERSONNEL, 3 HOUR MINIMUM)	\$75.00 HR/PERSON \$150.00 HR/VEHICLE

SCHEDULE 16
PUBLIC WORKS FEES

SECTION 16-1 OPERATOR AND EQUIPMENT FEES

VACTOR/OPERATOR TWO HOUR MINIMUM EQUIPMENT CHARGE

EQUIPMENT \$200.00/HR
LABOR:1 FTE OT/WEEKEND \$60/HR

CAMERA TRUCK/OPERATOR TWO HOUR MINIMUM EQUIPMENT CHARGE

EQUIPMENT \$200.00/HR
LABOR:1 FTE OT/WEEKEND \$70/HR

HYDRANT REPAIR

BREAK-OFF KIT \$250.00
LABOR:1 FTE OT/WEEKEND \$60/HR
MOBILIZATION & SHOP \$50.00
SUPPLIES

Mayor
Roberta W. Cano

(928) 289-2422



Discover Winslow-A City in Motion

Council Members
Peter Cake
Samantha Crisp
Jim MacLean
Darcey McKee
Melcor Salazar
Daniel T. Tafoya

AGENDA DATE: June 10, 2025
TO: Honorable Mayor and City Council
FROM: Ernest Cano, Acting Chief of Police
SUBJECT: Agreement for Northeastern Arizona Law Enforcement Training Academy
at Northeast Arizona Training Center

RECOMMENDED MOTION

That the Mayor and Council, by motion, approve the Agreement for Northeastern Arizona Law Enforcement Training Academy at Northeast Arizona Training Center.

DISCUSSION

This agreement establishes the Northeastern Arizona Law Enforcement Training Academy (NALETA) to provide certified police training for qualified recruits sponsored by law enforcement agencies. Member Agencies are required to contribute \$10,000 annually to the Northern Arizona Training Center (NATC), which grants them unlimited access to NALETA for training their recruits. This funding supports all academy operations, including staffing, facility maintenance, and training resources. Member Agencies must also ensure recruits meet AZPOST standards and have completed the required background checks. NATC is responsible for managing these funds transparently and must provide financial summaries upon request.

IMPACT ON BUDGET

\$10,000 annually charged to account 01.850.034.23.2082

Respectfully submitted,

 #128

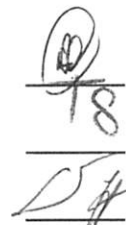
Ernest Cano
Acting Chief of Police

Reviewed by:

City Manager

City Attorney

Finance Director



**AGREEMENT FOR
NORTHEASTERN ARIZONA LAW ENFORCEMENT TRAINING ACADEMY
AT NORTHEAST ARIZONA TRAINING CENTER**

This Agreement (“Agreement”) is made pursuant to Arizona Revised Statutes (“A.R.S.”) among Navajo County Community College District dba Northland Pioneer College (“College”), Northeast Arizona Training Center, a non-profit corporation (“NATC”), and Navajo County, City of Show Low, Town of Taylor, City of Snowflake, Town of Pinetop-Lakeside, City of Holbrook, City of Winslow, Town of Eagar, Town of Springerville, Apache County, and the White Mountain Apache Tribe. Collectively, the cities, towns, tribes and municipalities signing on to this Agreement shall be known as the “Member Agencies” and individually as a “Member.”

Section 1. Purpose.

The purpose of this Agreement is to provide Northeastern Arizona with a Police Academy hereby called Northeastern Arizona Law Enforcement Training Academy (“NALETA”) that can provide certified AZPOST (“Arizona Peace Officer Standards and Training”) training to students who meet AZPOST qualifications and are sponsored by a Law Enforcement agency.

Section 2. Enrollment.

Member Agencies and non-member agencies may enroll employees in NALETA to the extent that the employees are qualified for enrollment as set forth by AZPOST Rules and Procedures Manual as set under the State of Arizona Rules of Authority A.R.S. §§ 41-1821 through 41-1828.01 and Arizona Administrative Code, Title 13-4-101 through 13-4-118 and that NALETA has the capacity to train those employees. College shall not be required to accept any employee for enrollment unless the city, town, tribe, or county responsible for that employee has conducted any required background checks on the employee at its own expense as set forth by AZPOST regulations.

Section 3. Duties and Responsibilities of College. College shall operate and administer NALETA at the NATC. College’s operational and administrative responsibilities shall include, but are not limited to:

3.1 Curriculum Development: Developing and providing the AZPOST curriculum for use at NALETA.

3.2 Program Administration: Scheduling courses, registering students, and administering student transcripts for NALETA courses.

3.3 Instructor Support: Assisting instructors at NALETA.

3.4 Insurance and Liability: Obtaining and maintaining adequate insurance coverage to protect against liabilities arising from damage to persons or property resulting from the operation of NALETA

3.5 Class Supervisor Funding: The College shall compensate the Member employing the Class Supervisor in the amount of fifty thousand dollars (\$50,000.00) per fiscal year. Payment shall be made directly to the employing Member within thirty (30) calendar days of the submission of a proper

invoice. In no event shall the College's total payment obligation under this provision exceed fifty thousand dollars (\$50,000.00) for that fiscal year.

3.6 Class Availability: College shall have no obligation to conduct any class for which Members fail to provide qualified instructors who meet all necessary certification and training requirements as required by AZPOST Rules and Procedures, including Class Supervisor and Recruit Training Officer(s) (RTO) in accordance with the requirements in Section 4.

Section 4. Duties and Responsibilities of Member Agencies.

4.1 Instructor Provision: Member Agencies shall provide qualified instructors for all classes offered under this Agreement, including the Class Supervisor and RTO specified below, and any expert as may be required under the AZPOST Rules and Procedures. Such instructors must meet all applicable certification and training requirements as determined by AZPOST Rules and Procedures, including certification as a Arizona Peace Officer Standards and Training (AZPOST) General Instructor.

4.2 Instructor Compensation: Except for the College's payment obligation set forth in Section 3.5 above, compensation for instructors shall be the sole responsibility of the Member Agency employing said instructors. No party to this Agreement, other than the employing agency, shall have any liability for instructor compensation.

4.3 Staffing Requirements and Cooperation. The Parties understand and agree that each class requires the following minimum staff:

- **Class Supervisor**
 - **Recruit Training Officer 1 (RTO 1)**
 - **Recruit Training Officer 2 (RTO 2), as needed to maintain the ratio described in 4.3(b), below.**
- a. **Class Supervisor Provision:** Member Agencies shall provide, on a determined rotation agreed to by and between the Member Agencies, a Class Supervisor (not necessarily holding the rank of "sergeant") who must be vetted and selected by representatives of the Member Agencies. This commitment is expected to be fulfilled for a period of 36 months.
- b. **RTO Provision:** Member Agencies shall provide a sufficient number of Recruit Training Officers (RTOs) to ensure that each class maintains the ratio of not more than one (1) RTO per ten (10) students/cadets.
- i. **The Navajo County Sheriff's Office (NCSO)** shall provide RTO 1 for each class during the term of this Agreement. NCSO shall be exempt from providing any additional staff (such as Class Supervisor) other than those scheduled as specific class instructors
 - ii. If a second RTO is needed for any class, RTO 2 shall be assigned on a one-year rotational basis.
- c. **Member Agency Cooperation.** A rotational matrix for Class Supervisors and RTOs shall be established and adhered to by all Member Agencies entering this Agreement. In the event that a Member Agency is unable to fulfill its staffing obligations under the rotational matrix, that Member Agency shall be responsible for coordinating an appropriate replacement staff member.

Section 5. Financial Obligations:

5.1 MEMBER Agencies: Each Member Agency shall contribute an annual payment of \$10,000.00 to the Northern Arizona Training Center (NATC). This contribution provides all-inclusive access to the Northern Arizona Law Enforcement Training Academy (NALETA) facility and permits unlimited attendance of police recruits from the Member Agency at training sessions conducted at the academy.

The totality of this contribution shall be used by NATC exclusively for purposes that support and sustain NALETA operations. These purposes shall include, but are not limited to:

- Offsetting costs incurred by the Member Agency that provides the class supervisor for each academy class;
- Covering routine maintenance and repair of academy facilities to ensure safety, functionality, and operational readiness;
- Acquiring technology tools and instructional resources to enhance academy training capabilities; and
- Ensuring that the academy and its associated infrastructure are properly maintained and operationally supported in accordance with professional training standards.

NATC shall ensure transparency and fiscal accountability in the use of these funds and shall make available upon request a financial summary of expenditures related to this contribution to NPC or any Member Agency within thirty (30) calendar days of such request.

5.2 NON-MEMBER Agencies: Shall pay \$4000.00 per student for attendance of police recruits at NALETA and \$2500.00 annually for access to the NALETA facility at NATC. All payment shall be made to NATC.

5.3 College fees and charges. The College shall charge and waive each student enrolled in the AJS102 "Intensive Police Academy" class held at NALETA a nonrefundable program and media fee based on the current class fee schedule. Any fees that are charged and not waived shall belong to College. Any reimbursement received from AZPOST for the successful completion of NALETA by a candidate shall belong to the District.

5.4. Other fees or costs. Except as otherwise specified in this Agreement, each party shall be responsible for whatever costs that party incurs in connection with this Agreement.

Section 6. Term and termination. This Agreement shall be effective from July 1, 2025 and continue through June 30, 2031. Any party may terminate its participation into Agreement as of the end of any fiscal year by providing at least thirty (30) days prior written notice of its intention to do so to the other parties. Such early termination shall be effective only at the end of the fiscal year in which such notice is given and only as to the party terminating. Agreement of all parties is required for termination of the Agreement.

Section 7. Miscellaneous.

7.1 Immigration compliance. As required by A.R.S. § 41-4401, each party certifies that it and all of its subcontractors, if any, are in compliance with federal immigration laws and regulations that relate to their employees and with A.R.S. § 23-214(A). A breach of this warranty shall be deemed a material breach of this Agreement and shall be subject to penalties up to and including termination of this Agreement. Each party shall have the right to inspect the papers of the other party and of any subcontractors to ensure that this warranty is being complied with.

7.2 Conflicts of interest. As required by A.R.S. § 38-511, each party gives notice as follows that it may, within three years after its execution, cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the party is, at any time while the Agreement or any extension of the Agreement is in effect, an employee or agent of any other party to the Agreement in any capacity or a consultant to any other party of the Agreement with respect to the subject matter of the Agreement.

7.3 Entire Agreement; Amendments. This Agreement represents the entire Agreement of the Parties with respect to its subject matter. This Agreement shall not be changed, modified, or rescinded, except through a writing signed by all parties.

7.4 Governing Law, Forum. This Agreement will be governed by the laws of the State of Arizona, both as to interpretation and performance. Any judicial proceeding for the enforcement of this Agreement or any provision thereof shall be instituted only the courts of Navajo County, State of Arizona, provided that nothing herein shall be deemed a waiver of either explicit nor implicit of the parties' sovereign immunity from suit.

7.5 Insurance. The participants will ensure that all parties will protect the other participants by providing insurance coverage in an amount no less than \$1,000,000 and naming each participant as an individual insured with the proper endorsements.

7.6 Indemnification. To the extent permitted by law, each party agrees (as indemnitor) to indemnify, defend and hold harmless the other party (as indemnitee) from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (collectively ("Claims")) arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims are caused by the act, omission or negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees or volunteers. If a Claim or Claims by third parties become subject to this indemnity provision, the parties to this Agreement that are the subject of such Claim or Claims shall expeditiously meet to discuss a common and mutual defense, including possible proportional liability and proportional payment of possible litigation expenses and money damages. The obligations under this Section shall survive termination of this Agreement.

7.7 No Joint Venture. This Agreement is not intended to constitute, create, give rise to, or otherwise recognize a joint venture agreement, partnership or other formal business association or organization of any kind, and the rights and obligations of the Parties shall be only those expressly set forth in this Agreement.

7.8 Workman's Compensation. For purposes of workers' compensation, an employee of a Party to this Agreement, who works under the jurisdiction or control of, or who works within the jurisdictional boundaries of another Party pursuant to this specific Agreement, is deemed to be an employee of both the Party who is his primary employer and the Party under whose jurisdiction or control or within whose jurisdictional boundaries he is then working, as provided in A.R.S. § 23-1022(D). The primary employer Party of such employee shall be solely liable for payment of workers' compensation benefits for the purposes of this section. Each Party herein shall comply with the provisions of A.R.S. § 23-1022(E) by posting the public notice required.

**Navajo County Community College
District**

By: _____
Print Name: _____
ATTEST: _____
Date: _____

Navajo County, Arizona
By: _____

Name: _____
Title: Chairman, Board of Supervisors
Date: _____

City of Show Low, Arizona
By: _____

Name: _____
Title: Mayor
Date: _____

Town of Taylor, Arizona
By: _____

Name: _____
Title: Mayor
Date: _____

City of Snowflake, Arizona
By: _____

Name: _____
Title: Mayor
Date: _____

Town of Pinetop-Lakeside, Arizona
By: _____

Name: _____
Title: Mayor
Date: _____

City of Holbrook, Arizona
By: _____

Name: _____
Title: Mayor
Date: _____

City of Winslow, Arizona
By: _____

Name: _____
Title: Mayor
Date: _____

Town of Eagar, Arizona
By: _____

Name: _____
Title: Mayor
Date: _____

Town of Springerville, Arizona
By: _____

Name: _____
Title: Mayor
Date: _____

Apache County, Arizona
By: _____

Name: _____
Title: Chairman, Board of Supervisors
Date: _____

White Mountain Apache Tribe
By: _____

Name: _____
Title: Chairman
Date: _____

City of _____, Arizona
By: _____

Name: _____
Title: Mayor
Date: _____

City of _____, Arizona
By: _____

Name: _____
Title: Mayor
Date: _____

Mayor
Roberta W. Cano

(928) 289-2422



Council Members
Peter Cake
Samantha Crisp
James MacLean
Darcey McKee
Melcor Salazar
Daniel Tafoya

Discover Winslow-A City in Motion

AGENDA DATE: June 10, 2025
TO: Honorable Mayor and City Council
FROM: David Coolidge, City Manager
SUBJECT: Offer to Purchase City owned property on West Second Street

RECOMMENDATION

That the Mayor and City Council, by motion, accept the offer to purchase City owned property located on West Second Street, and direct staff to prepare the ordinance and appropriate paperwork for the sale of property.

DISCUSSION

As directed by the City Council, staff placed multiple properties for sale working through our real estate agent. This property, parcel number 103-16-342, is located on West Second Street across from the Hubbell Building and was listed for \$10,000 with a 3% commission for the listing agent. The offer is a full-price offer to include the 3% commission to the listing agent and a \$500 fee to the purchasing agent. The buyer has not indicated the intended use of the property being purchased; however, the property is zoned Commercial 66.

IMPACT ON BUDGET:

No fiscal impact on budget.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "David Coolidge".

David Coolidge
City Manager

Reviewed By:

Finance Director
City Attorney

A handwritten signature in black ink, appearing to be a stylized "J" or "L" followed by "T8".

COMMERCIAL REAL ESTATE PURCHASE CONTRACTDocument updated:
August 2024

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

**1. PROPERTY**

- 1a. 1. **BUYER:** Jerome Naleski Pllc
BUYER'S NAME(S)
2. **SELLER:** City of Winslow or ☒ as identified in section 10c.
SELLER'S NAME(S)
- 1b. 3. **Property Description and Offer:** Buyer agrees to purchase and Seller agrees to sell the following real property:
4. **Property Address:** Tbd W Second ST
5. **City:** Winslow **County:** Navajo **AZ, Zip Code:** 86047
6. **Assessor's Parcel #(s):** 10316342
7. **Legal Description:** ☐ See attached ☐ To be provided by Escrow Company ☒ As follows: HICKS ADDN: E 15' LOT 19 & ALL
8. LOT 20, BLOCK 17
9. _____
10. which includes at no additional cost to Buyer, all fixtures and improvements thereon, as well as the following items, if any,
11. owned by Seller and presently located on or in the real property: electrical distribution systems (power panels, ducting, conduits,
12. disconnects), lighting fixtures, computer wiring, telephone distribution systems (lines, jacks and connections), heating, ventilation
13. and air conditioning equipment, evaporative coolers, air lines, flooring, window coverings, wall coverings, security and fire
14. detection systems/alarms, and _____
15. _____
16. _____
17. _____
18. (collectively the "Property"). All fixtures and improvements shall be free of liens and encumbrances unless otherwise specified.
- 1c. 19. **Leased items shall NOT be included in this sale.** Seller shall deliver notice of all leased items within ten (10) or _____ days
20. after Contract acceptance. Buyer shall provide notice of any leased items disapproved within the Due Diligence Period or five (5)
21. days after receipt of the notice, whichever is later.
- 1d. 22. **Personal Property Included:** _____
23. _____
24. _____
25. **Personal property shall be transferred in AS-IS CONDITION, FREE AND CLEAR OF ANY LIENS AND ENCUMBRANCES**
26. **and SELLER MAKES NO WARRANTY of any kind, express or implied, (including, without limitation, ANY WARRANTY OF**
27. **MERCHANTABILITY).**
28. \$ 10,000.00 Full Purchase Price, paid as outlined below.
29. \$ 1,000.00 Earnest money _____
30. \$ _____ Additional Earnest money _____
31. \$ 9,000.00 at close of escrow
32. _____
33. _____
34. _____

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SELLER SELLER

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BUYER BUYER

- 1e. 35. **Earnest Money** is in the form of: ☒ Check ☒ Wire Transfer ☐ Other: either
36. Upon Contract acceptance, but in no event later than five (5) days or _____ days after Contract acceptance, Earnest Money, if
37. any, will be deposited with: ☒ Escrow Company ☐ Other: _____
38. Buyer acknowledges that failure to timely deposit Earnest Money, if not cured after a cure notice is delivered pursuant to Section
39. 8a, shall be construed as a material breach enabling Seller to cancel this Contract.
40. **Buyer agrees that, if Buyer breaches this Contract, Earnest Money is subject to forfeiture.**
- 1f. 41. **Terms of Acceptance:** This offer will become a binding Contract when acceptance is signed by Seller and a signed copy
42. delivered in person, by mail, facsimile, or electronically, and received by Broker named in Section 9p
43. by: May 22, 2025 at 5 ☐ a.m. / ☒ p.m., Mountain Standard Time.
44. Buyer may withdraw this offer at any time prior to receipt of Seller's signed acceptance. If no signed acceptance is received by this
45. date and time, this offer shall be deemed withdrawn and Buyer's Earnest Money, if any, shall be returned.
- 1g. 46. **Addenda Incorporated:** ☐ Additional Clause ☐ Domestic Water Well ☐ Lead-Based Paint Disclosure
47. ☐ Loan Assumption ☐ On-Site Wastewater Treatment Facility ☐ Schedule of Personal Property ☒ Seller Compensation
48. ☐ Seller Financing ☐ Solar Addendum ☐ Other: _____
- 1h. 49. **Escrow:** This Contract shall be used as escrow instructions. The Escrow Company employed by the parties to carry out the terms
50. of this Contract shall be:
51. Premier Title Merilee Arend
ESCROW COMPANY CONTACT PERSON
52. 2076 S Woodlands Village Blvd 101 Flagstaff AZ 86001
ADDRESS CITY STATE ZIP CODE
53. marend@ptanow.com (928) 864-0597
EMAIL PHONE FAX
54. Seller and Buyer instruct Escrow Company to immediately deliver to Seller, Buyer and Broker(s) a critical dates letter and a copy of
55. the Earnest Money receipt.
- 1i. 56. **Close of Escrow:** Seller and Buyer shall comply with all terms and conditions of this Contract and Close Escrow
57. on: June 30 2025 ("COE Date"). If Escrow Company or recorder's office
MONTH DAY YEAR
58. is closed on the COE Date, COE shall occur on the next day that both are open for business. Any other closing date requires the
59. written mutual agreement of Seller and Buyer.
60. Seller and Buyer hereby agree that the COE shall be defined as recordation of the deed and any other documents required to
61. complete the transaction. The parties expressly agree that the failure of any party to comply with the terms and conditions of this
62. Section to allow COE to occur on the COE Date, if not cured after a cure notice is delivered pursuant to Section 8a, will constitute
63. a material breach of this Contract, rendering the Contract subject to cancellation.
- 1j. 64. **Possession and Keys:** Possession and occupancy of the Property shall be delivered to Buyer at COE,
65. or ☐ _____, subject to the rights of tenants under existing leases. Seller shall provide keys and/or
66. means to operate all locks, mailboxes, security system/alarms, access to all common area facilities and:
67. _____
68. _____
69. _____
70. _____
71. _____
72. _____
73. _____

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2. DISCLOSURE

- 2a.

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Commercial Seller's Property Disclosure Statement ("SPDS"): Seller shall deliver a completed Arizona REALTORS® Commercial SPDS form to Buyer within five (5) days after Contract acceptance. Buyer shall provide notice of any SPDS items disapproved within the Due Diligence Period or five (5) days after receipt of the SPDS, whichever is later.
- 2b.

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Additional Seller Disclosures and Information: Seller shall provide to Buyer the following disclosures and information pertinent to the Property in writing within ten (10) days or _____ days after Contract acceptance:

• documents referencing any known pending special assessments, association fees, claims, or litigation;

• copies of covenants, conditions, restrictions, articles of incorporation, by-laws, other governing documents, and any other documents required by law;

• financial statements, copies of current rent rolls, lists of current deposits, personal property lists, copies of leases (e.g., billboard, cell tower, laundry, trade fixtures), rental agreements, and service contracts;

• a copy of the most recent survey, if available;

• any and all notices regarding Seller or Tenant bankruptcy, probate or insolvency proceedings;

• any and all notices of violation(s) of City, County, State or Federal building, zoning, fire, health laws, codes, statutes, ordinances, regulations, or rules filed or issued regarding the Property; and

• any and all other agreements, documents, studies, or reports relating to the Property in Seller's possession or control provided, however, that Seller shall not be required to deliver any report or study if the written contract that Seller entered into with the consultant who prepared such report or study specifically forbids the dissemination of the report to others.

Buyer shall provide written notice to Seller of any additional Seller disclosures and information disapproved prior to the expiration of the Due Diligence Period or five (5) days after receipt, whichever is later.

Seller ☒ shall ☐ shall not deliver estoppel certificates executed by all tenants to Buyer prior to expiration of the Due Diligence Period. Buyer shall provide notice of any items disapproved within the Due Diligence Period or five (5) days after receipt of the estoppel certificates, whichever is later.

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Affidavit of Disclosure: If the Property is located in an unincorporated area of the county, and five (5) or fewer parcels of property other than subdivided property are being transferred, Seller shall deliver a completed Affidavit of Disclosure in the form required by law to Buyer within five (5) days after Contract acceptance. Buyer shall provide notice of any Affidavit of Disclosure items disapproved within the Due Diligence Period or five (5) days after receipt of the Affidavit of Disclosure, whichever is later.

2d.

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Changes During Escrow: Seller shall immediately notify Buyer: (i) of any changes to the Property or disclosures made herein, in the SPDS, or otherwise; (ii) if Seller modifies any existing lease or other agreement affecting the Property; or (iii) if Seller enters into any new leases, rental agreements, service contracts or other agreements affecting the Property. Such notice shall be considered an update of the SPDS. Unless Seller is already obligated by this Contract or any amendments hereto, to correct or repair the changed item disclosed, Buyer shall be allowed five (5) days after delivery of such notice to provide notice of disapproval to Seller.

106.

IF PROPERTY IS NOT USED FOR RESIDENTIAL PURPOSES: Section 3 does not apply, go to Section 4.
3. DISCLOSURES FOR PROPERTY USED FOR RESIDENTIAL PURPOSES
- 3a.

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

(BUYER'S INITIALS REQUIRED)

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BUYER
- SELLER

SELLER

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Page 3 of 12

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- 3b. 112. **Lead-Based Paint Disclosure (Initials Required):** If the Property was built prior to 1978, Seller shall: (i) notify Buyer of any
113. known lead-based paint or lead-based paint hazards in or on the Property; (ii) provide Buyer with any lead-based paint risk
114. assessments or inspections of the Property in Seller's possession; (iii) provide Buyer with the Disclosure of Information on Lead-
115. based Paint and Lead-Based Paint Hazards, and any reports, records, pamphlets, and/or other materials referenced therein,
116. including the pamphlet "Protect Your Family from Lead in Your Home" (collectively "Lead-Based Paint Information").
117. ☐ Lead-Based Paint Information was provided prior to Contract acceptance and Buyer acknowledges the opportunity to conduct
118. lead based paint risk assessments or inspections during the Due Diligence Period.
119. ☐ Seller shall provide the Lead-Based Paint Information to Buyer within five (5) days after Contract acceptance. Buyer may within
120. ten (10) days or _____ days after receipt of the Lead-Based Paint Information conduct or obtain a risk assessment or inspection
121. of the Property for the presence of lead-based paint or lead based-paint hazards ("Assessment Period"). Buyer may within five
122. (5) days after receipt of the Lead-Based Paint Information or five (5) days after expiration of the Assessment Period cancel this
123. Contract in Buyer's sole discretion by delivering written notice of cancellation to Seller pursuant to Section 8c.

124. **Prior to 1978: If Property was constructed prior to 1978, (BUYER'S INITIALS REQUIRED)** _____ BUYER BUYER

125. **1978 or Later: If Property was constructed in 1978 or later, (BUYER'S INITIALS REQUIRED)** JN BUYER BUYER

4. DUE DILIGENCE, FEASIBILITY, AND INSPECTIONS

- 4a. 126. **Due Diligence:** Buyer's due diligence, feasibility, and inspection period shall be thirty (30) days or ☐ _____ days after Contract
127. acceptance ("Due Diligence Period"). During the Due Diligence Period, Buyer shall satisfy itself with respect to the physical
128. condition of the Property, the value of the Property, the condition of title to the Property and as to the feasibility and suitability of the
129. Property for Buyer's intended purpose.

- 4b. 130. **Buyer Disapproval:** If Buyer, in Buyer's sole discretion, disapproves of items as allowed herein, Buyer shall deliver to Seller a
131. signed notice of the items disapproved and state in the notice that Buyer elects to either:

132. (1) Immediately cancel this Contract, in which case:

133. (a) If Buyer's notice specifies disapproval of items as allowed herein, the Earnest Money shall be released to Buyer.

134. (b) If Buyer's notice fails to specify items disapproved as allowed herein, the cancellation will remain in effect but Buyer has
135. failed to comply with a provision of this Contract and Seller may deliver to Buyer a cure notice as required by Section 8a.
136. If Buyer fails to cure their non-compliance within three (3) days after delivery of such notice, Buyer shall be in breach and
137. Seller shall be entitled to the Earnest Money. If, prior to expiration of the Cure Period, Buyer delivers notice specifying
138. items disapproved as allowed herein, Buyer shall be entitled to a return of the Earnest Money.

139. **OR**

140. (2) Provide Seller an opportunity to correct the items disapproved, in which case:

141. (a) Seller shall respond in writing within five (5) days or _____ days after delivery to Seller of Buyer's notice of items
142. disapproved. Seller's failure to respond to Buyer in writing within the specified time period shall conclusively be deemed
143. Seller's refusal to correct any of the items disapproved.

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

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

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

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

156. If Buyer cancels this Contract, Buyer shall return all documents provided by Seller and provide Seller with copies of all reports or
157. studies generated by Buyer, provided, however, that Buyer shall not be required to deliver any such report or study if the written
158. contract that Buyer entered into with the consultant who prepared such report or study specifically forbids the dissemination of the
159. report or study to others.

4c. 160. **Inspections:** During the Due Diligence Period, Buyer shall have the right, at Buyer's expense, to select an inspector(s) and to
161. make economic, environmental and physical inspections (including tests, surveys, and other studies) of the Property, including but
162. not limited to inspecting:

- | | | |
|------|---|---|
| 163. | • built-in appliances | • Multiple Listing Service (MLS) representations |
| 164. | • compliance with Americans with Disabilities Act | • plumbing (such as galvanized or polybutylene pipes) |
| 165. | • conditions conducive to mold | • pool/spa and related equipment |
| 166. | • cost of compliance with swimming pool regulations | • roof |
| 167. | • designated flood hazard areas | • sewer/septic |
| 168. | • easements and access | • sign usage |
| 169. | • electrical and mechanical systems | • soil |
| 170. | • elevators | • solar |
| 171. | • environmental hazards (such as asbestos, | • square footage |
| 172. | formaldehyde, radon gas, lead-based paint, fuel or | • structural |
| 173. | chemical storage tanks, hazardous waste, other | • use permits |
| 174. | substances, materials or products, and/or location in | • variances |
| 175. | a federal or state Superfund area) | • water damage |
| 176. | • foundation | • water/utility or fire protection |
| 177. | • geologic conditions | • water/utility use restrictions and fees for services such |
| 178. | • heating and cooling | as garbage |
| 179. | • leased items | • well |
| 180. | • location of property lines | • wood infestation |
| 181. | • mold | • zoning regulations |

182. If the presence of sex offenders in the vicinity of the Property or the occurrence of a disease, natural death, suicide, homicide
183. or other crime on or in the vicinity of the Property is a material matter to Buyer, it must be investigated by Buyer during the Due
184. Diligence Period.

4d. 185. **Square Footage:** BUYER IS AWARE THAT ANY REFERENCE TO THE SQUARE FOOTAGE (OR NET ACREAGE) OF THE
186. REAL PROPERTY (LAND) OR IMPROVEMENTS THEREON IS APPROXIMATE. IF SQUARE FOOTAGE (OR NET ACREAGE) IS
187. A MATERIAL MATTER TO BUYER, IT MUST BE VERIFIED BY BUYER DURING THE DUE DILIGENCE PERIOD.

4e. 188. **Wood-Destroying Organism or Insect Inspection:** IF CURRENT OR PAST WOOD-DESTROYING ORGANISMS OR INSECTS
189. (SUCH AS TERMITES) ARE A MATERIAL MATTER TO BUYER, THESE ISSUES MUST BE INVESTIGATED DURING THE DUE
190. DILIGENCE PERIOD. Buyer shall order and pay for all wood-destroying organism or insect inspections performed during the Due
191. Diligence Period.

4f. 192. **Flood Hazard:** If the Property is situated in an area identified as having any special flood hazards by any governmental entity
193. including, but not limited to, being designated as a special flood hazard area by the Federal Emergency Management Agency
194. (FEMA), Buyer's lender may require the purchase of flood hazard insurance prior to COE or some future date. Special flood
195. hazards may affect the ability to encumber or improve the Property now or at some future date. Flood hazard designation of the
196. Property or cost of flood hazard insurance shall be determined by Buyer during the Due Diligence Period.

4g. 197. **Insurance:** Buyer shall ensure that any fire, casualty, or other insurance desired by Buyer, or required by any Lender, is in place at
198. COE. Buyer specifically releases Broker(s) from any obligations relating to such insurance.

- 4h. 199. **Recommendations:** If any Broker recommends a builder, contractor, inspector, vendor or any other person or entity to Seller or
200. Buyer for any purpose, such recommendation shall be independently investigated and evaluated by Seller or Buyer, who hereby
201. acknowledge that any decision to enter into any contractual arrangements with any such person or entity recommended by any
202. Broker will be based solely upon such independent investigation and evaluation. Seller and Buyer understand that said contractual
203. arrangement may result in a commission or fee to Broker, which shall be disclosed in writing to Seller and Buyer as required by
204. law.
- 4i. 205. **Buyer's Responsibility Regarding Inspections:** Buyer shall keep the Property free and clear of liens, shall indemnify and hold
206. Seller harmless from all liability, claims, demands, damages, and costs and shall repair all damages arising from the inspections.
- 4j. 207. **Walkthrough(s):** Seller grants Buyer and Buyer's inspector(s) reasonable access to conduct walkthrough(s) of the Property for
208. the purpose of satisfying Buyer that any corrections or repairs agreed to by Seller have been completed, and the Property is in
209. substantially the same condition as of the date of Contract acceptance. If Buyer does not conduct such walkthrough(s), Buyer
210. releases Seller and Broker(s) from liability for any defects that could have been discovered.
- 4k. 211. **Seller's Responsibility Regarding Inspections and Walkthrough(s):** Seller shall make the Property available for all inspections
212. and walkthrough(s) upon reasonable notice by Buyer. Seller shall, at Seller's expense, have all utilities on, including any propane,
213. until COE to enable Buyer to conduct these inspections and walkthrough(s).
- 4l. 214. **Sanitation and Waste Disposal Systems:** Buyer is aware and Seller warrants that the Property is on a:
215. ☒ sewer system ☐ conventional septic system ☐ alternative system
216. **IF A SEWER CONNECTION IS A MATERIAL MATTER TO BUYER, IT MUST BE INVESTIGATED DURING THE DUE**
217. **DILIGENCE PERIOD.** If the Property is served by a conventional septic or alternative system, the Arizona REALTORS® On-site
218. Wastewater Treatment Facility Addendum is incorporated herein by reference.
- 4m. 219. **Seller's Obligations Regarding Wells:** If any well is located on the Property, Seller shall deliver to Escrow Company, before
220. COE, a copy of the Arizona Department of Water Resources ("ADWR") "Registration of Existing Wells." Escrow Company is hereby
221. instructed to send to the ADWR a "Change of Well Information." Seller does not warrant the gallons per minute as reflected on the
222. ADWR certification of registration. Buyer may verify gallons per minute during the Due Diligence Period through a certified flow
223. test.
224. **IF THIS IS AN ALL CASH SALE: (i) A Letter of Credit or a source of funds from a financial institution documenting the**
225. **availability of funds to close escrow is attached hereto; and (ii) Section 5 does not apply—go to Section 6.**

5. FINANCING

- 5a. 226. This sale ☐ is ☒ is not contingent upon Buyer obtaining a satisfactory financing commitment within the Financing
227. Commitment Contingency Period. If sale is not contingent on a financing commitment, Sections 5b and 5c do not apply—go to
228. Section 6.
229. If financing is to be other than new financing, see attached financing addendum. This addendum cannot be assigned to a new
230. buyer without Seller's prior written consent.
- 5b. 231. **Financing Commitment Contingency Period:** If the sale is contingent upon Buyer obtaining a satisfactory financing
232. commitment, Buyer shall have thirty (30) days or ☐ _____ days after Contract acceptance ("Financing Commitment Contingency
233. Period") to obtain a financing commitment satisfactory to Buyer, in Buyer's sole discretion, for a loan to purchase the Property
234. or Buyer may cancel this Contract pursuant to Section 8c and receive a refund of the Earnest Money. **Prior to the expiration of**
235. **the financing commitment contingency period, Buyer shall deliver to Seller and Escrow Company written notice that**
236. **Buyer has not received such satisfactory financing commitment or Buyer shall be deemed to have waived the financing**
237. **commitment contingency and any right to cancel due to financing.**
- 5c. 238. **Financing Application:** Within ten (10) days after Contract acceptance, Buyer shall submit a formal financing application to a
239. lender of Buyer's choice. Buyer and Seller shall promptly provide to lender all materials and documents lender deems appropriate
240. to facilitate such lender's processing of financing application. Buyer agrees to pay fees as required by the lender and all other
241. financing costs. Buyer authorizes the lender to provide financing status updates to Broker(s).

>>

6. TITLE AND ESCROW

- 6a. 242. **Title and Vesting:** Taking title may have significant legal, estate planning and tax consequences. Buyer should obtain legal and
243. tax advice.
244. Buyer will take title as **determined before COE** or ☐ Other: _____
- 6b. 245. **Title Commitment and Title Insurance:** Buyer shall be provided at Seller's expense a Standard Owner's Title Insurance Policy
246. showing the title vested in Buyer as provided in Section 6a. Buyer may acquire extended coverage(s) at Buyer's own additional
247. expense. Escrow Company is hereby instructed to obtain and distribute to Buyer and Broker(s) a Commitment for Title Insurance
248. in sufficient detail for the issuance of an Extended Owner's Title Insurance Policy together with complete and legible copies of
249. all documents that will remain as exceptions to Buyer's policy of title insurance ("Title Commitment"), within fifteen (15) days
250. after Contract acceptance. Buyer shall have until the expiration of the Due Diligence Period to provide written notice to Seller
251. of any items disapproved. Buyer shall have five (5) days after receipt of any amendments to Title Commitment or notice of any
252. subsequent exceptions to provide Seller written notice of any amendment or exceptions disapproved. REFER TO SECTION 4b
253. FOR IMPORTANT TERMS.
254. Seller shall convey title by special warranty deed or ☐ _____ deed.
- 6c. 255. **Additional Instructions:** (i) If the Escrow Company is also acting as the title agency but is not the title insurer issuing the title
256. insurance policy, Buyer and Seller hereby instruct the Escrow Company to deliver to Buyer and Seller upon Contract acceptance
257. a closing protection letter from the title insurer indemnifying Buyer and Seller for any losses due to fraudulent acts or breach of
258. escrow instructions by the Escrow Company. (ii) All documents necessary to close this transaction shall be executed promptly by
259. Seller and Buyer in the standard form used by Escrow Company. Escrow Company is hereby instructed to modify such documents
260. to the extent necessary to be consistent with this Contract. (iii) All closing and escrow costs, unless otherwise stated herein, shall
261. be allocated equally between Seller and Buyer in accordance with applicable laws and regulations. (iv) Escrow Company is hereby
262. instructed to send to Broker(s) copies of all notices and communications directed to or from Seller or Buyer. Escrow Company shall
263. provide Broker(s) with access to escrowed materials and information regarding the escrow.
- 6d. 264. **Prorations, Expenses and Adjustments:**
265. **Taxes:** Real property taxes payable by Seller shall be prorated through COE, based upon the latest tax bill available. The parties
266. agree that any discrepancy between the latest tax bill available and the actual tax bill when received shall be handled as a Post
267. Closing Matter and Buyer or Seller may be responsible for additional tax payments to each other.
268. **Insurance:** If Buyer takes an assignment of the existing casualty and/or liability insurance that is maintained by Seller, the current
269. premium shall be prorated through COE.
270. **Rents, Interest and Expenses:** Rents, interest on existing notes if transferred, utilities, and operating expenses shall be prorated
271. through COE. The Parties agree to adjust any rents received after COE as a Post Closing Matter.
272. **Deposits:** All deposits held by Seller pursuant to rent/lease agreement(s) shall be credited against the cash required of Buyer at
273. COE or ☐ paid to Buyer by Seller at COE.
- 6e. 274. **Post Closing Matters:** The parties shall promptly adjust any item to be prorated that is not determined or determinable at COE as
275. a Post Closing Matter by appropriate cash payment to the other party outside of the escrow when the amount due is determined.
276. Seller and Buyer agree that Escrow Company and Broker(s) are relieved of any responsibilities for said adjustments.
- 6f. 277. **Prorations of Assessments and Fees:** All assessments and fees that are not a lien as of COE shall be prorated
278. as of COE or ☐ Other: _____
279. _____
- 6g. 280. **Assessment Liens:** The amount of any assessment lien shall be prorated as of COE or ☐ Other: _____
281. _____
- 6h. 282. **IRS and FIRPTA Reporting:** The Foreign Investment in Real Property Tax Act ("FIRPTA") is applicable if Seller is a non-resident
283. alien individual, foreign corporation, foreign partnership, foreign trust, or foreign estate ("Foreign Person"). Seller agrees to comply
284. with IRS reporting requirements. If applicable, Seller agrees to complete, sign, and deliver to Escrow Company a certificate
285. indicating whether Seller is a Foreign Person pursuant to FIRPTA. Buyer acknowledges that if the Seller is a Foreign Person,
286. Buyer (or Escrow Company, as directed by Buyer) must withhold a tax of up to 15% of the purchase price, unless an exemption
287. applies.

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- 6i. 288. **RESPA:** The Real Estate Settlement Procedures Act (RESPA) requires that no Seller of property that will be purchased with the
289. assistance of a federally-related mortgage financing shall require, directly or indirectly, as a condition of selling the Property, that
290. title insurance covering the Property be purchased by Buyer from any particular title company.
- 6j. 291. **Tax Deferred Exchange:** Seller and Buyer are advised to consult a professional tax advisor regarding the advisability of a tax-
292. deferred exchange pursuant to I.R.C. §1031 or otherwise. Seller and Buyer agree to cooperate in a tax deferred exchange provided
293. that COE is not delayed. All additional costs in connection with any such tax deferred exchange shall be borne by the party
294. requesting the exchange. The non-requesting party and Broker(s) shall be indemnified and held harmless from any liability that
295. may arise from participation in the tax deferred exchange.

7. WARRANTIES

- 7a. 296. **Condition of Property: BUYER AND SELLER AGREE THE PROPERTY IS BEING SOLD IN ITS PRESENT PHYSICAL**
297. **CONDITION AS OF THE DATE OF CONTRACT ACCEPTANCE.** Seller makes no warranty to Buyer, either express or implied, as
298. to the condition, zoning, or fitness for any particular use or purpose of the Property. However, Seller shall maintain and repair the
299. Property so that at the earlier of possession or COE: (i) the Property, including all personal property included in the sale, will be in
300. substantially the same condition as on the date of Contract acceptance; and (ii) all personal property not included in the sale and
301. debris will be removed from the Property. Buyer is advised to conduct independent inspections and investigations regarding the
302. Property within the Due Diligence Period as specified in Section 4a. Buyer and Seller acknowledge and understand they may, but
303. are not obligated to, engage in negotiations for repairs/improvements to the Property. Any/all agreed upon repairs/improvements
304. will be addressed pursuant to Section 4b.
- 7b. 305. **Warranties that Survive Closing:** Seller warrants that Seller has disclosed to Buyer and Broker(s) all material latent defects and
306. any information concerning the Property known to Seller, excluding opinions of value, which materially and adversely affect the
307. consideration to be paid by Buyer. Prior to COE, Seller warrants that payment in full will have been made for all labor, professional
308. services, materials, machinery, fixtures, or tools furnished within the 150 days immediately preceding COE in connection with the
309. construction, alteration, or repair of any structure on or improvement to the Property. Seller warrants that the information regarding
310. connection to a sewer system or on-site wastewater treatment facility (conventional septic or alternative) is correct to the best of
311. Seller's knowledge.
- 7c. 312. **Buyer Warranties:** Buyer warrants that Buyer has disclosed to Seller any information that may materially and adversely affect
313. Buyer's ability to close escrow or complete the obligations of this Contract. At the earlier of possession of the Property or COE,
314. Buyer warrants to Seller that Buyer has conducted all desired independent inspections and investigations and accepts the
315. Property. **Buyer warrants that Buyer is not relying on any verbal representations concerning the Property except disclosed**
316. **as follows:**
317. buyer is a licensed Realtor in Arizona
318. _____
319. _____
320. _____
321. _____
322. _____
323. _____
324. _____
325. _____
326. _____
327. _____
328. _____
329. _____
330. _____

>>

8. REMEDIES

- 8a. 331. **Cure Period:** A party shall have an opportunity to cure a potential breach of this Contract. If a party fails to comply with any
332. provision of this Contract, the other party shall deliver a notice to the non-complying party specifying the non-compliance. If the
333. non-compliance is not cured within three (3) days after delivery of such notice ("Cure Period"), the failure to comply shall become
334. a breach of Contract. If Escrow Company or recorder's office is closed on the last day of the Cure Period, and COE must occur to
335. cure a potential breach, COE shall occur on the next day that both are open for business. An unfulfilled contingency is not a breach
336. of Contract.
- 8b. 337. **Breach:** The parties agree to the remedies for breach of Contract indicated below.
338. *If Buyer is in breach: (check one)*
339. ☐ All Rights and Remedies: Seller may cancel this Contract pursuant to Section 8c and/or proceed upon any claim or remedy that
340. Seller may have in law or equity.
341. ☒ Liquidated Damages: The parties agree that it would be impracticable or extremely difficult to fix the actual damages that Seller
342. would suffer if Buyer fails to perform Buyer's obligations pursuant to this Contract. Therefore, if Buyer breaches this Contract, Seller
343. shall be entitled to the Earnest Money as Seller's sole remedy and Buyer shall be released from any further liability to Seller. In
344. such event, this Contract shall be cancelled and Seller shall pay any Escrow Company cancellation fees.
345. (INITIALS REQUIRED) _____ JN
SELLER SELLER BUYER BUYER
346. *If Seller is in breach:*
347. All Rights and Remedies: Buyer may cancel this Contract pursuant to Section 8c, shall be entitled to the return of the Earnest
348. Money and/or proceed upon any claim or remedy that Buyer may have in law or equity.
- 8c. 349. **Cancellation:** A party who wishes to exercise the right of cancellation as allowed herein may cancel this Contract by delivering
350. notice stating the reason for cancellation to the other party or to Escrow Company. Cancellation shall become effective immediately
351. upon delivery of the cancellation notice.
- 8d. 352. **Mediation:** Buyer and Seller agree to mediate any dispute or claim arising out of or relating to this Contract, any alleged breach
353. of this Contract, or services provided in relation to this Contract, claims for Earnest Money or representations made by Buyer or
354. Seller in connection with the sale, purchase, financing, condition, or other aspect of the Property to which this Contract pertains,
355. including, without limitation, allegations of concealment, misrepresentation, negligence and/or fraud before resorting to court
356. action. Mediators cannot impose binding decisions. The parties must agree and sign an agreement before any settlement reached
357. at the mediation is binding. Mediation shall take place in the State of Arizona. All mediation costs shall be paid equally by the
358. parties to the Contract.
- 8e. 359. **Exclusions from Mediation:** The following matters are excluded from mediation hereunder: (i) any action brought in the Small
360. Claims Division of an Arizona Justice Court (up to \$3,500), so long as the matter is not thereafter transferred or removed from the
361. Small Claims Division; (ii) judicial or nonjudicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or
362. agreement for sale; (iii) an unlawful entry or detainer action; (iv) the filing or enforcement of a mechanic's lien; or (v) any matter
363. that is within the jurisdiction of a probate or bankruptcy court. The filing of a judicial action to enable the recording of a notice of
364. pending action, or order of attachment, receivership, injunction, or other provisional remedies shall not constitute a waiver of the
365. obligation to mediate under this provision, nor shall it constitute a breach of the duty to mediate.
- 8f. 366. **Attorney Fees and Costs:** The prevailing party in any dispute or claim between Buyer and Seller arising out of or relating to this
367. Contract shall be awarded their reasonable attorney fees and costs. Costs shall include, without limitation, attorney fees, expert
368. witness fees, fees paid to investigators, and arbitration costs.
- 8g. 369. **Release of Earnest Money:** In the event of a dispute between Buyer and Seller regarding Earnest Money deposited with Escrow
370. Company, Buyer and Seller authorize Escrow Company to release Earnest Money pursuant to the terms and conditions of this
371. Contract. Buyer and Seller specifically authorize Escrow Company to act in its sole and absolute discretion in the release of
372. Earnest Money. Buyer and Seller agree to hold harmless and indemnify Escrow Company against any claim, action or lawsuit of
373. any kind, and from any loss, judgment, or expense, including costs and reasonable attorneys' fees, arising from or relating in any
374. way to the release of Earnest Money.

9. ADDITIONAL TERMS

- 9a. 375. _____
376. _____
377. _____
378. _____
379. _____
380. _____
381. _____
382. _____
383. _____
384. _____
385. _____
386. _____
387. _____
388. _____
389. _____
390. _____
391. _____
392. _____
393. _____
394. _____
395. _____
396. _____
397. _____
398. _____
- 9b. 399. **Risk of Loss:** If there is any loss or damage to the Property between the date of Contract acceptance and COE or possession of
400. the Property, whichever is earlier, by reason of fire, vandalism, flood, earthquake or act of God, the risk of loss shall be borne by
401. Seller, provided, however, that if the cost of repairing such loss or damage would exceed ten percent (10%) of the purchase price
402. or ☐ \$ _____, either Seller or Buyer may elect to cancel the Contract by written notice pursuant to Section 8c.
- 9c. 403. **Permission:** Buyer and Seller grant Broker(s) permission to advise the public of the existence of this Contract.
- 9d. 404. **Arizona Law:** This Contract shall be governed by Arizona law and jurisdiction is exclusively conferred on the State of Arizona.
- 9e. 405. **Time is of the essence:** The parties acknowledge that time is of the essence in performance of the obligations described herein.
- 9f. 406. **Broker's Fee:** Buyer and Seller each represent and warrant to the other that he/she/it has had no dealings with any person,
407. firm, broker or finder in connection with the negotiation of this Contract and/or the consummation of the purchase and sale
408. contemplated herein, other than the Broker(s) named herein, and no Broker or other person, firm or entity, other than said
409. Broker(s) is/are entitled to any commission or finder's fee in connection with this transaction as the result of any dealings or acts
410. of either Buyer or Seller. Buyer and Seller do each hereby agree to indemnify, defend, protect and hold the other harmless from
411. and against any costs, expenses or liability for compensation, commission or charges that may be claimed by any broker, finder or
412. other similar party, other than said named Broker(s) by reason of any dealings or acts of the indemnifying party.

>>

- 9g. 413. **Compensation:** Seller and Buyer acknowledge that Broker(s) shall be compensated for services rendered as previously agreed by
414. separate written agreement(s). Any separate written agreement(s) shall be delivered to Escrow Company for payment at COE, if not
415. previously paid, and shall constitute an irrevocable assignment of Seller's proceeds at COE and/or payment shall be collected from
416. Buyer as a condition to Close, as applicable. If any Broker hires an attorney to enforce the collection of the brokerage fee payable
417. pursuant to this Contract and is successful in collecting some or all of such brokerage fee, the party(ies) responsible for paying such
418. brokerage fee agree(s) to pay such Broker's costs including, but not limited to: reasonable attorneys' fees, expert witness fees, fees
419. paid to investigators, and court costs. BROKER COMPENSATION IS NOT SET BY LAW, NOR BY ANY BOARD, ASSOCIATION OF
420. REALTORS®, MULTIPLE LISTING SERVICE OR IN ANY MANNER OTHER THAN AS FULLY NEGOTIATED BETWEEN BROKER
421. AND CLIENT. Seller and Buyer acknowledge that the Broker(s) referenced herein are third-party beneficiaries of this contract.
- 9h. 422. **Copies and Counterparts:** A fully executed facsimile or electronic copy of the Contract shall be treated as an original Contract.
423. This Contract and any other documents required by this Contract may be executed by facsimile or other electronic means and
424. in any number of counterparts, which shall become effective upon delivery as provided for herein, except that the Disclosure of
425. Information on Lead-Based Paint and Lead-Based Paint Hazards may not be signed in counterpart. All counterparts shall be
426. deemed to constitute one instrument, and each counterpart shall be deemed an original.
- 9i. 427. **Days:** All references to days in this Contract shall be construed as calendar days and a day shall begin at 12:00 a.m. and end at
428. 11:59 p.m.
- 9j. 429. **Calculating Time Periods:** In computing any time period prescribed or allowed by this Contract, the day of the act or event from
430. which the time period begins to run is not included and the last day of the time period is included. Contract acceptance occurs on
431. the date that the signed Contract (and any incorporated counter offer) is delivered to and received by the appropriate Broker. Acts
432. that must be performed three (3) days prior to the COE Date must be performed three (3) full days prior (i.e. – if the COE Date is
433. Friday the act must be performed by 11:59 p.m. on Monday).
- 9k. 434. **Entire Agreement:** This Contract, and any addenda and attachments, shall constitute the entire agreement between Seller and
435. Buyer, shall supersede any other written or oral agreements between Seller and Buyer and can be modified only by a writing
436. signed by Seller and Buyer. The failure to initial any page of this Contract shall not affect the validity or terms of this Contract.
- 9l. 437. **Subsequent Offers:** Buyer acknowledges that Seller has the right to accept subsequent offers until COE. Seller understands that
438. any subsequent offer accepted by Seller must be a backup offer contingent on the cancellation of this Contract.
- 9m. 439. **Notice:** Unless otherwise provided, delivery of all notices and documentation required or permitted hereunder shall be in writing
440. and deemed delivered and received when: (i) hand-delivered; (ii) sent via facsimile transmission; (iii) sent via electronic mail, if
441. email addresses are provided herein; or (iv) sent by recognized overnight courier service, and addressed to Buyer as indicated in
442. Section 9p, to Seller as indicated in Section 10a and to Escrow Company indicated in Section 1h.
- 9n. 443. **Assignment:** Any assignment of this Contract shall not release Buyer from Buyer's obligations under this Contract unless
444. otherwise agreed to by the parties in writing.
- 9o. 445. **Release of Brokers:** Seller and Buyer hereby acknowledge that they have been and are now advised by the Broker(s) to
446. consult and retain their own experts to advise and represent them concerning the legal and income tax effects of this
447. contract, and the condition of the Property. Seller and Buyer hereby expressly release, hold harmless and indemnify
448. all Broker(s) in this transaction from any and all liability and responsibility regarding the condition, square footage/
449. acreage, lot lines or boundaries, value, financing, rent rolls, income and expense projections or proformas, environmental
450. conditions, sanitation systems, roof condition, wood infestation and wood infestation report, compliance with building
451. codes, zoning or other governmental regulations, or any other material matters relating to the Property.

452. (INITIALS REQUIRED) _____ SELLER _____ SELLER JN BUYER _____ BUYER

453. THIS CONTRACT CONTAINS TWELVE (12) PAGES EXCLUSIVE OF ANY ADDENDA AND ATTACHMENTS. PLEASE ENSURE
454. THAT YOU HAVE RECEIVED AND READ ALL TWELVE (12) PAGES OF THIS OFFER AS WELL AS ANY ADDENDA AND
455. ATTACHMENTS.

9p. 456. Broker on behalf of Buyer:

457. Jerome A Naleski PLLC jnaleski BR539949000
PRINT AGENT'S NAME AGENT MLS CODE AGENT STATE LICENSE NO.

458. _____
PRINT AGENT'S NAME AGENT MLS CODE AGENT STATE LICENSE NO.

459. Best Flagstaff Homes 02306
PRINT FIRM NAME FIRM MLS CODE

460. 120 N Beaver St 100 Flagstaff AZ 86001 BR539949000
FIRM ADDRESS CITY STATE ZIP CODE FIRM STATE LICENSE NO.

461. jerome@bestflagstaffhomes.com (928) 225-9225 _____
EMAIL PREFERRED PHONE FAX

9q. 462. Agency Confirmation: Broker named in Section 9p is the agent of (check one) ☐ Buyer; or ☐ both Buyer and Seller

9r. 463. The undersigned agree to purchase the Property on the terms and conditions herein stated and acknowledge receipt of a
464. copy hereof.

465. Jerome Naleski 05/21/2025 _____
BUYER'S SIGNATURE MO/DA/YR BUYER'S SIGNATURE MO/DA/YR

466. Jerome Naleski Pllc _____
BUYER'S NAME PRINTED BUYER'S NAME PRINTED

467. _____
BY ITS

468. _____
ADDRESS ADDRESS

469. _____
CITY STATE ZIP CODE CITY STATE ZIP CODE

10. SELLER ACCEPTANCE

10a. 470. Broker on behalf of Seller:

471. Charles Tupper SA661338000
PRINT AGENT'S NAME AGENT MLS CODE AGENT STATE LICENSE NO.

472. _____
PRINT AGENT'S NAME AGENT MLS CODE AGENT STATE LICENSE NO.

473. West USA Realty _____
PRINT FIRM NAME FIRM MLS CODE

474. _____
FIRM ADDRESS CITY STATE ZIP CODE FIRM STATE LICENSE NO.

475. charles@i40homes.com _____
EMAIL PREFERRED PHONE FAX

10b. 476. Agency Confirmation: Broker named in Section 10a is the agent of (check one) ☐ Seller; or ☐ both Buyer and Seller

10c. 477. The undersigned agree to sell the Property on the terms and conditions herein stated, acknowledge receipt of a copy
478. hereof and grant permission to Broker named on Section 10a to deliver a copy to Buyer.

479. ☐ Counter Offer is attached, and is incorporated herein by reference. Seller must sign and deliver both this offer and the Counter
480. Offer. If there is a conflict between this offer and the Counter Offer, the provisions of the Counter Offer shall be controlling.

481. _____
SELLER'S SIGNATURE MO/DA/YR SELLER'S SIGNATURE MO/DA/YR

482. City of Winslow _____
SELLER'S NAME PRINTED SELLER'S NAME PRINTED

483. _____
BY ITS

484. _____
ADDRESS ADDRESS

485. _____
CITY STATE ZIP CODE CITY STATE ZIP CODE

For Broker Use Only:

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

REAL ESTATE AGENCY DISCLOSURE AND ELECTIONDocument updated:
November 2024**This document is not an employment agreement**

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

1. Firm Name ("Broker") Best Flagstaff Homes2. acting through Jerome A Naleski PLLC

LICENSEE'S NAME

LICENSEE'S NAME

3. hereby makes the following disclosure.

DISCLOSURE

4. Before a **Seller or Landlord (hereinafter referred to as "Seller")** or a **Buyer or Tenant (hereinafter referred to as**
5. **"Buyer")** enters into a discussion with a real estate broker or licensee affiliated with a broker, the Seller and the Buyer
6. should understand what type of agency relationship or representation they will have with the broker in the transaction.
7. **I. Buyer's Broker:** A broker other than the Seller's broker can agree with the Buyer to act as the broker for the Buyer. In
8. these situations, the Buyer's broker is not representing the Seller, even if the Buyer's broker is receiving compensation
9. for services rendered, either in full or in part, from the Seller or through the Seller's broker:
10. a) A Buyer's broker has the fiduciary duties of loyalty, obedience, disclosure, confidentiality, and accounting in dealings
11. with the Buyer.
12. b) Other potential Buyers represented by broker may consider, make offers on, or acquire an interest in the same or
13. similar properties as Buyer is seeking.
14. **II. Seller's Broker:** A broker under a listing agreement with the Seller acts as the broker for the Seller only:
15. a) A Seller's broker has the fiduciary duties of loyalty, obedience, disclosure, confidentiality, and accounting in dealings
16. with the Seller.
17. b) Other potential Sellers represented by broker may list properties that are similar to the property that Seller is
18. selling.
19. **III. Broker Representing both Seller and Buyer (Limited Representation Broker):** A broker, either acting directly or
20. through one or more licensees within the same brokerage firm, can legally represent both the Seller and the Buyer in a
21. transaction, but only with the knowledge and informed consent of both the Seller and the Buyer. In these situations, the
22. Broker, acting through its licensee(s), represents both the Buyer and the Seller, with limitations of the duties owed to the
23. Buyer and the Seller:
24. a) The broker will not, without written authorization, disclose to the other party that the Seller will accept a price or terms
25. other than stated in the listing or that the Buyer will accept a price or terms other than offered.
26. b) There will be conflicts in the duties of loyalty, obedience, disclosure and confidentiality. Disclosure of confidential
27. information may be made only with written authorization.
28. Regardless of who the Broker represents in the transaction, the Broker shall exercise reasonable skill and care in the
29. performance of the Broker's duties and shall be truthful and honest to both the Buyer and Seller and shall disclose all known
30. facts which materially and adversely affect the consideration to be paid by any party. Pursuant to A.R.S. §32-2156, Sellers,
31. Lessors and Brokers are not obligated to disclose that a property is or has been: (1) the site of a natural death, suicide,
32. homicide, or any crime classified as a felony; (2) owned or occupied by a person exposed to HIV, or diagnosed as having
33. AIDS or any other disease not known to be transmitted through common occupancy of real estate; or (3) located in the vicinity
34. of a sex offender. Sellers or Sellers' representatives may not treat the existence, terms, or conditions of offers as confidential
35. unless there is a confidentiality agreement between the parties.
36. **THE DUTIES OF THE BROKER IN A REAL ESTATE TRANSACTION DO NOT RELIEVE THE SELLER OR THE BUYER**
37. **FROM THE RESPONSIBILITY TO PROTECT THEIR OWN INTERESTS. THE SELLER AND THE BUYER SHOULD**
38. **CAREFULLY READ ALL AGREEMENTS TO ENSURE THAT THE DOCUMENTS ADEQUATELY EXPRESS THEIR**
39. **UNDERSTANDING OF THE TRANSACTION.**

>>

Real Estate Agency Disclosure and Election >>**ELECTION****40. AGENCY ELECTION DOES NOT ESTABLISH BROKER COMPENSATION.**

41. Compensation paid by a Buyer or Seller to their Broker is not set by law, is always fully negotiable and the amount
42. chosen shall be documented in a separate written employment agreement after discussion with their Broker. Should
43. a Seller also choose to offer compensation to a Buyer's Broker, the offered amount is also not set by law, is fully
44. negotiable and agreed upon after discussion with Seller's Broker.

45. (BUYER OR SELLER INITIALS REQUIRED) JN / _____

46. **Buyer or Tenant Election** (Complete this section only if you are the Buyer.) The undersigned elects to have the Broker
47. (check any that apply):

48. ☐ represent the Buyer as Buyer's Broker.
49. ☐ represent the Seller as Seller's Broker.
50. ☐ show Buyer properties listed with Broker's firm and Buyer agrees that Broker shall act as agent for both Buyer and
51. Seller provided that the Seller consents to limited representation. In the event of a purchase, Buyer's and Seller's
52. informed consent should be acknowledged in a separate writing other than the purchase contract.

53. **Seller or Landlord Election** (Complete this section only if you are the Seller.) The undersigned elects to have the Broker
54. (check any that apply):

55. ☒ represent the Buyer as Buyer's Broker.
56. ☐ represent the Seller as Seller's Broker.
57. ☒ show Seller's property to Buyers represented by Broker's firm and Seller agrees that Broker shall act as agent for both
58. Seller and Buyer provided that Buyer consents to the limited representation. In the event of a purchase, Buyer's and
59. Seller's informed consent should be acknowledged in a separate writing other than the purchase contract.

60. The undersigned ☐ Buyer(s) or ☐ Seller(s) acknowledge that this document is a disclosure of duties.

61. I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE.Jerome Naleski Pllc

^ PRINT NAME

Jerome Naleski

^ SIGNATURE

05/21/2025
MO/DA/YR

^ PRINT NAME

^ SIGNATURE

MO/DA/YR

SELLER COMPENSATION ADDENDUMDocument Updated:
February 2025

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



1. This is an addendum originated by the: ☐ Seller ☒ Buyer ☐ Landlord ☐ Tenant
2. Date: 05/21/2025
3. Buyer/Tenant: Jerome Naleski Pllc ("Buyer")
4. Seller/Landlord: City of Winslow ("Seller")
5. Premises: Tbd W Second ST , Winslow, AZ 86047
6. The following additional terms and conditions are hereby included as part of the Contract or Lease Agreement between
7. Seller and Buyer for the above referenced Premises:
8. Seller shall pay Broker representing Buyer compensation, which may be credited to Buyer in whole or in part, as follows:
9. **(CHECK ANY THAT APPLY AND FILL IN THE COMPENSATION)**
10. ☒ Sale: _____% of the Full Purchase Price or \$ 500.00 at Close of Escrow.
11. ☐ Lease: _____% of the gross rental amount as calculated for the entire term of the initial lease or \$ _____
12. at execution of Lease Agreement.
13. The amount paid pursuant to line 10 herein is **in addition** to any Seller Concessions credited to Buyer in the Contract,
14. if applicable.
15. This Addendum provides the undersigned's written consent for Buyer Broker to receive compensation from more than one
16. (1) party to the transaction.
17. Seller and Buyer explicitly intend Brokers to be direct third-party beneficiaries of the Contract and/or Lease Agreement
18. pursuant to this Addendum and either Section 8f or Section 9g of the Contract. The provisions of this Addendum shall
19. survive Close of Escrow.
20. Additional Terms and Conditions:
21. _____
22. _____
23. _____
24. _____
25. _____
26. The undersigned agrees to the terms and conditions set forth above and acknowledges receipt of a copy hereof.
27. Jerome Naleski 05/21/2025 MO/DA/YR
28. ☐ Seller ☒ Buyer MO/DA/YR
29. ☐ Landlord ☐ Tenant MO/DA/YR
30. _____
31. ☐ Seller ☐ Buyer MO/DA/YR
32. ☐ Landlord ☐ Tenant MO/DA/YR

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

Mayor
Roberta W. Cano

(928) 289-2422



Council Members
Peter Cake
Samantha Crisp
James MacLean
Darcey McKee
Melcor Salazar
Daniel Tafoya

Discover Winslow-A City in Motion

AGENDA DATE: June 10, 2025
TO: Honorable Mayor and City Council
FROM: David Coolidge, City Manager
SUBJECT: Offer to Purchase City owned property on North Douglas Avenue

RECOMMENDATION

That the Mayor and City Council, by motion, accept the offer to purchase City owned property located on North Douglas Avenue, and direct staff to prepare the ordinance and appropriate paperwork for the sale of property.

DISCUSSION

As directed by the City Council, staff placed multiple properties for sale working through our real estate agent. This property, parcel number 103-16-044C, is located on North Douglas Avenue and Fleming Street across from Triangle Park and was listed for \$9,000 with a 3% commission for the listing agent. The offer is for \$4,000 and the buyer agrees to pay the 3% commission to the listing agent and all title fees. The buyer has indicated the intended use of the property being purchased is to be combined with the lot next door, also owned by the buyer, and then a new home will be built on the property. The offer price is lower than the listing price, however, the lot is illegal as it is too small to build upon based on City Code. Staff recommends to sell this property to allow for the lot combination making it a legal size and for a much needed new home to be built.

IMPACT ON BUDGET:

No fiscal impact on budget.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "David Coolidge".

David Coolidge
City Manager

Reviewed By:

Finance Director
City Attorney

A handwritten signature in black ink, appearing to be a stylized "J" or "K" followed by "TS".

VACANT LAND/LOT PURCHASE CONTRACT

Document updated:
August 2024



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



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

1. PROPERTY

- 1a. 1. **BUYER:** Steven Henling Kimberlee Henling
BUYER'S NAME(S)
2. **SELLER:** City of Winslow or ☒ as identified in section 9c.
SELLER'S NAME(S)
3. Buyer agrees to buy and Seller agrees to sell the real property with all improvements, fixtures, and appurtenances thereon
4. or incidental thereto, if any, plus the personal property described herein (collectively the "Property").
- 1b. 5. Property Address: TBD N Douglas (103-16-044C) Avenue Zoning: _____
6. Assessor's #(s): 103-16-044C
7. City: Winslow County: Navajo AZ, Zip Code: 86047
8. Legal Description: DAVIS ADDN: LOT 1, BLOCK A or ☐ see attached legal description.
- 1c. 9. \$ 4,000.00 Full Purchase Price, paid as outlined below
10. \$ 500.00 Earnest money to be paid within 72 hours of acceptance
11. \$ 3,500.00 Balance by close of escrow
12. \$ _____
13. See line 331 for additional terms
- 1d. 14. **Incidental Improvements:** Buyer is purchasing the Property as vacant land. Any improvements, fixtures and appurtenances
15. thereon or incidental thereto, are being transferred in their existing condition ("AS IS") and Seller makes no warranty to Buyer,
16. expressed or implied, as to their condition except as provided for in section 5a.
- 1e. 17. **Fixtures and Personal Property:** Seller agrees that all existing fixtures on the Property, and any existing personal property
18. specified herein, shall be included in this sale, including the following:
19. _____
20. _____
21. Personal property included herein shall be transferred with no monetary value, and free and clear of all liens
22. or encumbrances.
23. Fixtures and leased items NOT included: _____
- 1f. 24. **Close of Escrow:** Close of Escrow ("COE") shall occur when the deed is recorded at the appropriate county recorder's office.
25. Buyer and Seller shall comply with all terms and conditions of this Contract, execute and deliver to Escrow Company all closing
26. documents, and perform all other acts necessary in sufficient time to allow COE to occur on
27. July 16, 2025 ("COE Date"). If Escrow Company or recorder's office is closed on
MONTH DAY YEAR
28. COE Date, COE shall occur on the next day that both are open for business.
29. Buyer shall deliver to Escrow Company a cashier's check, wired funds or other immediately available funds to pay any down
30. payment, additional deposits or Buyer's closing costs, and instruct the lender, if applicable, to deliver immediately available
31. funds to Escrow Company, in a sufficient amount and in sufficient time to allow COE to occur on COE Date.

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BUYER	BUYER

BUYER ATTACHMENTDocument updated:
August 2024

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



ATTENTION BUYER!

You are entering into a legally binding agreement.

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

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

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

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

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

WARNING: *WIRE TRANSFER FRAUD*

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

Buyer's Check List

Vacant Land/Lot Purchase Contract >>

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

2. FINANCING

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

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BUYER	BUYER	

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- 2l. 76. **Subordination:** If applicable, Seller carryback financing ☐ is ☐ is not to be subordinated to a construction loan. If Seller
77. agrees to subordination, such subordination shall only be allowed if the Seller Carryback financing is not in default and if the
78. Seller approves the terms and conditions of the construction loan to be recorded as a senior loan. Approval will not be
79. unreasonably withheld. **IF SELLER SUBORDINATES THE SELLER CARRYBACK FINANCING TO A SENIOR LOAN, THE**
80. **SELLER ACKNOWLEDGES THAT IN ORDER TO PROTECT THE SELLER CARRYBACK FINANCING, THE SELLER MAY**
81. **HAVE TO MAKE PAYMENTS ON THE SENIOR LOAN IF THE SENIOR LOAN IS IN DEFAULT.** Broker(s) recommend
82. the parties seek appropriate counsel regarding the risks of subordination.

3. TITLE AND ESCROW

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

85. <u>Pioneer title</u> <u>9282892028</u>	
85. "ESCROW/TITLE COMPANY"	PHONE
86. <u>Hannah.Gonzales@ptaaz.com</u>	
86. FAX	EMAIL
87. <u>300 W 3rd St</u> <u>Winslow</u> <u>AZ</u> <u>85937</u>	
87. ADDRESS	

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

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

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

- 3e. 110. **Prorations, Expenses and Adjustments:**
111. **Taxes:** Real property taxes payable by the Seller shall be prorated through COE, based upon the latest tax bill available.
112. The parties agree that any discrepancy between the latest tax bill available and the actual tax bill when received shall be
113. handled as a Post Closing Matter and Buyer or Seller may be responsible for additional tax payments to each other.
114. **Rents, Interest and Expenses:** Rents; interest on existing notes, if transferred; utilities; and operating expenses shall be
115. prorated through COE. The Parties agree to adjust any rents received after COE as a Post Closing Matter.
116. **Deposits:** All deposits held by Seller pursuant to rent/lease agreement(s) shall be credited against the cash required of
117. Buyer at COE or ☐ paid to Buyer by Seller at COE.

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

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

4. DISCLOSURES

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

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

5. WARRANTIES

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

6. DUE DILIGENCE

- 6a. 195. **Due Diligence Period:** Buyer's due diligence and inspection period shall be thirty (30) days or 15 days after Contract acceptance
196. ("Due Diligence Period"). During Due Diligence Period Buyer shall perform all inspections and investigations to satisfy Buyer with respect
197. to the physical condition of the Property, financing, appraised value, the condition of title to the Property and as to the feasibility and
198. suitability of the Property for Buyer's intended purpose. During the Due Diligence Period, Buyer, at Buyer's expense, shall: (i) conduct all
199. desired physical, environmental, and other types of inspections and investigations to determine the value and condition of the Property;
200. (ii) make inquiries and consult government agencies, lenders, insurance agents, architects, and other appropriate persons and entities
201. concerning the feasibility and suitability of the Property and the surrounding area for the Buyer's intended purpose; (iii) investigate
202. applicable building, zoning, fire, health, and safety codes including applicable swimming pool barrier regulations to determine any
203. potential hazards, violations or defects in the Property; and (iv) verify any material multiple listing service ("MLS") information. If the
204. presence of sex offenders in the vicinity or the occurrence of a disease, natural death, suicide, homicide or other crime on or in the vicinity
205. is a material matter to the Buyer, it must be investigated by the Buyer during the Due Diligence Period. Buyer shall keep the Property free
206. and clear of liens, shall indemnify and hold Seller harmless from all liability, claims, demands, damages, and costs, and shall repair all
207. damages arising from the inspections. Buyer shall provide Seller and Broker(s) upon receipt, at no cost, copies of all inspection reports
208. concerning the Property obtained by Buyer. If Buyer cancels this Contract, Buyer shall return all documents provided by the Seller and
209. provide Seller with copies of all reports or studies generated by Buyer, provided, however, that Buyer shall not be required to deliver any
210. such report or study if the written contract that Buyer entered into with the consultant who prepared such report or study specifically
211. forbids the dissemination of the report or study to others. Buyer is advised to consult the Arizona Department of Real Estate Buyer
212. Advisory provided by AAR to assist in Buyer's due diligence inspections and investigations.
- 6b. 213. **Square Footage/Acreage:** **BUYER IS AWARE THAT ANY REFERENCE TO THE SQUARE FOOTAGE/ACREAGE OF THE**
214. **PROPERTY, BOTH THE REAL PROPERTY (LAND) AND IMPROVEMENTS THEREON IS APPROXIMATE. IF SQUARE**
215. **FOOTAGE/ACREAGE IS A MATERIAL MATTER TO THE BUYER; IT MUST BE INVESTIGATED DURING THE DUE**
216. **DILIGENCE PERIOD.**
- 6c. 217. **Flood Hazard:** Flood hazard designations or the cost of flood hazard insurance shall be determined by Buyer during the Due
218. Diligence Period. If the Property is situated in an area identified as having any special flood hazards by any governmental entity, the
219. lender may require the purchase of flood hazard insurance. Special flood hazards may also affect the ability to encumber or improve
220. the Property.

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BUYER	BUYER

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- 6d. 221. **Insurance: IF INSURANCE IS A MATERIAL MATTER TO THE BUYER, BUYER SHALL APPLY FOR AND OBTAIN**
 222. **WRITTEN CONFIRMATION OF THE AVAILABILITY AND COST OF INSURANCE FOR THE PROPERTY FROM BUYER'S**
 223. **INSURANCE COMPANY DURING THE DUE DILIGENCE PERIOD.** Buyer understands that any fire, casualty, or other
 224. insurance desired by Buyer or required by Lender should be in place at COE.
- 6e. 225. **Sewer or On-site Wastewater Treatment System:** The Property ☐ does ☒ does not contain an on-site wastewater
 226. treatment system. If the Property is served by a conventional septic tank or alternative system, the AAR On-site Wastewater
 227. Treatment Facility Addendum is incorporated herein by reference.
228. **IF A SEWER CONNECTION, OR THE AVAILABILITY OF A SEWER CONNECTION, IS A MATERIAL MATTER TO THE**
 229. **BUYER, IT MUST BE INVESTIGATED DURING THE DUE DILIGENCE PERIOD.**
 230. (BUYER'S INITIALS REQUIRED) S.H. K.H.
 BUYER BUYER
- 6f. 231. **Site/Soil Evaluation For Installation of On-site Wastewater Treatment Facility:** If the suitability of the Property for
 232. installation of an on-site wastewater treatment facility (conventional septic tank or alternative system) and associated costs
 233. are material to the Buyer, Buyer shall complete a site/soil evaluation and investigate all on-site wastewater treatment facility
 234. installation costs within the Due Diligence Period. **NOTE: Buyer is advised that the site/soil evaluation is not binding on**
 235. **the State-delegated County agency in any future permitting decision as to the suitability of the design or type of**
 236. **facility for the Property.**
- 6g. 237. **LAND DIVISIONS: LAND PROPOSED TO BE DIVIDED FOR PURPOSES OF SALE OR LEASE IS SUBJECT TO**
 238. **STATE, COUNTY AND MUNICIPAL LAWS, ORDINANCES AND REGULATIONS. IF STATE, COUNTY AND MUNICIPAL**
 239. **REQUIREMENTS RELATING TO THE DIVISION OR SPLITTING OF THE PROPERTY ARE A MATERIAL MATTER TO**
 240. **THE BUYER, THEY MUST BE VERIFIED BY BUYER DURING THE DUE DILIGENCE PERIOD. BROKER(S) HAVE MADE**
 241. **NO REPRESENTATIONS, EXPRESS OR IMPLIED, REGARDING THE ABILITY TO DIVIDE OR SPLIT THE PROPERTY.**
 242. (BUYER'S INITIALS REQUIRED) S.H. K.H.
 BUYER BUYER
- 6h. 243. **ROADS: IF ROADWAYS, COST AND RESPONSIBILITY FOR ROAD MAINTENANCE, IMPROVEMENTS OR ACCESS IS A**
 244. **MATERIAL MATTER TO BUYER, IT MUST BE INVESTIGATED BY BUYER DURING DUE DILIGENCE PERIOD.**
- 6i. 245. **Survey:** A survey ☐ shall ☒ shall not be performed. If to be performed, the survey shall be performed by a licensed
 246. surveyor within the Due Diligence Period or _____ days after Contract acceptance.
 247. Cost of the survey shall be paid by ☐ Seller ☐ Buyer ☐ Other: _____.
248. The survey shall be performed in accordance with the Arizona State Board of Technical Registration's "Arizona Land Boundary
 249. Survey Minimum Standards".
- 6j. 250. Survey instructions are:
 251. ☐ A boundary survey and survey plat showing the corners either verified
 252. or monumentation.
 253. ☐ A survey certified by a licensed surveyor, acceptable to Buyer and the Title
 254. Company, in sufficient detail for an American Land Title Association ("ALTA")
 255. Owner's Policy of Title Insurance with boundary, encroachment or survey
 256. exceptions and showing all improvements, utility lines and easements on
 257. the Property or within five (5) feet thereof.
 258. ☐ Other survey terms:
 259.
 260.
 261. (BUYER'S INITIALS REQUIRED) S.H. K.H.
 BUYER BUYER
- 6k. 262. **WELL WATER/WATER RIGHTS: IF WELL WATER/WATER RIGHTS IS/ARE A MATERIAL MATTER TO THE BUYER, IT**
 263. **MUST BE VERIFIED BY BUYER DURING THE DUE DILIGENCE PERIOD.**
- 6l. 264. **BUYER ACKNOWLEDGMENT: BUYER RECOGNIZES, ACKNOWLEDGES AND AGREES THAT BROKER(S) ARE**
 265. **NOT QUALIFIED, NOR LICENSED, TO CONDUCT DUE DILIGENCE WITH RESPECT TO THE PROPERTY OR THE**
 266. **SURROUNDING AREA. BUYER IS INSTRUCTED TO CONSULT WITH QUALIFIED LICENSED PROFESSIONALS TO**
 267. **ASSIST IN BUYER'S DUE DILIGENCE EFFORTS. BECAUSE CONDUCTING DUE DILIGENCE WITH RESPECT TO THE**
 268. **PROPERTY AND SURROUNDING AREA IS BEYOND THE SCOPE OF THE BROKERS EXPERTISE AND LICENSING,**
 269. **BUYER EXPRESSLY RELEASES AND HOLDS HARMLESS BROKER(S) FROM LIABILITY FOR ANY DEFECTS OR**
 270. **CONDITIONS THAT COULD HAVE BEEN DISCOVERED BY INSPECTION OR INVESTIGATION**
 271. (BUYER'S INITIALS REQUIRED) S.H. K.H.
 BUYER BUYER >>

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SELLER SELLER <Initials

Initials> S.H. K.H.
 BUYER BUYER

Vacant Land/Lot Purchase Contract >>

- 6m. 272. **Due Diligence Period Notice:** Prior to expiration of the Due Diligence Period, Buyer shall deliver to Seller a signed notice of
273. any items disapproved. AAR's Vacant Land/Lot Buyer's Due Diligence Notice and Seller's Response form is available for this
274. purpose. Buyer shall conduct all desired inspections and investigations prior to delivering such notice to Seller and all Due
275. Diligence Period items disapproved shall be provided in a single notice.
- 6n. 276. **Buyer Disapproval:** If Buyer, in Buyer's sole discretion, disapproves of any aspect of the Property, financing, title, or other
277. matter, Buyer shall deliver to Seller notice of the items disapproved and state in the notice that Buyer elects to either:
278. (1) immediately cancel this Contract and all Earnest Money shall be released to Buyer, or
279. (2) provide the Seller an opportunity to correct the items disapproved, in which case:
280. (a) Seller shall respond in writing within five (5) days or _____ days after delivery to Seller of Buyer's notice of
281. items disapproved. Seller's failure to respond to Buyer in writing within the specified time period shall
282. conclusively be deemed Seller's refusal to correct any of the items disapproved.
283. (b) **If Seller agrees in writing to correct item(s) disapproved, Seller shall correct the items, complete any**
284. **repairs in a workmanlike manner and deliver any paid receipts evidencing the corrections and repairs**
285. **to Buyer three (3) days or _____ days prior to COE Date.**
286. (c) If Seller is unwilling or unable to correct any of the items disapproved, Buyer may cancel this Contract within five
287. (5) days after delivery of Seller's response or after expiration of the time for Seller's response, whichever occurs first,
288. and all Earnest Money shall be released to Buyer. If Buyer does not cancel this Contract within the five (5) days as
289. provided, Buyer shall close escrow without correction of those items that Seller has not agreed in writing to correct.
290. VERBAL DISCUSSIONS WILL NOT EXTEND THESE TIME PERIODS. Only a written agreement signed by both parties will
291. extend response times or cancellation rights.
292. BUYER'S FAILURE TO GIVE NOTICE OF DISAPPROVAL OF ITEMS OR CANCELLATION OF THIS CONTRACT WITHIN
293. THE SPECIFIED TIME PERIOD SHALL CONCLUSIVELY BE DEEMED BUYER'S ELECTION TO PROCEED WITH THE
294. TRANSACTION WITHOUT CORRECTION OF ANY DISAPPROVED ITEMS.
- 6o. 295. **Inspection(s):** Seller grants Buyer and Buyer's inspector(s) reasonable access to conduct inspection(s) of the Property for
296. the purpose of satisfying Buyer that any corrections agreed to by the Seller have been completed and that the Property is in
297. substantially the same condition as on the date of Contract acceptance. If Buyer does not conduct such inspection(s), Buyer
298. releases Seller and Broker(s) from liability for any defects that could have been discovered.

7. REMEDIES

- 7a. 299. **Cure Period:** A party shall have an opportunity to cure a potential breach of this Contract. If a party fails to comply with any
300. provision of this Contract, the other party shall deliver a notice to the non-complying party specifying the non-compliance. If
301. the non-compliance is not cured within three (3) days after delivery of such notice ("Cure Period"), the failure to comply shall
302. become a breach of Contract.
- 7b. 303. **Breach:** In the event of a breach of Contract, the non-breaching party may cancel this Contract and/or proceed against the
304. breaching party in any claim or remedy that the non-breaching party may have in law or equity, subject to the Alternative
305. Dispute Resolution obligations set forth herein. In the case of the Seller, because it would be difficult to fix actual damages
306. in the event of Buyer's breach, the Earnest Money may be deemed a reasonable estimate of damages and Seller may, at
307. Seller's option, accept the Earnest Money as Seller's sole right to damages. An unfulfilled contingency is not a breach of
308. Contract. The parties expressly agree that the failure of any party to comply with the terms and conditions of Section 1f to
309. allow COE to occur on the COE Date, if not cured after a cure notice is delivered pursuant to Section 7a, will constitute a
310. material breach of this Contract, rendering the Contract subject to cancellation.
- 7c. 311. **Alternative Dispute Resolution ("ADR"):** Buyer and Seller agree to mediate any dispute or claim arising out of or relating
312. to this Contract in accordance with the REALTORS® Dispute Resolution System, or as otherwise agreed. All mediation costs
313. shall be paid equally by the parties. In the event that mediation does not resolve all disputes or claims, the unresolved disputes
314. or claims shall be submitted for binding arbitration. In such event, the parties shall agree upon an arbitrator and cooperate in
315. the scheduling of an arbitration hearing. If the parties are unable to agree on an arbitrator, the dispute shall be submitted to
316. the American Arbitration Association ("AAA") in accordance with the AAA Arbitration Rules for the Real Estate Industry. The
317. decision of the arbitrator shall be final and nonappealable. Judgment on the award rendered by the arbitrator may be entered in
318. any court of competent jurisdiction. Notwithstanding the foregoing, either party may opt out of binding arbitration within thirty (30)
319. days after the conclusion of the mediation conference by notice to the other and in such event either party shall have the right to
320. resort to court action.
- 7d. 321. **Exclusions from ADR:** The following matters are excluded from the requirement for ADR hereunder: (i) any action brought in the
322. Small Claims Division of an Arizona Justice Court (up to \$3,500) so long as the matter is not thereafter transferred or removed from
323. the small claims division; (ii) judicial or nonjudicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or
324. agreement for sale; (iii) an unlawful entry or detainer action; (iv) the filing or enforcement of a mechanic's lien; or (v) any matter that
325. is within the jurisdiction of a probate court. Further, the filing of a judicial action to enable the recording of a notice of pending action

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326. ("lis pendens"), or order of attachment, receivership, injunction, or other provisional remedies shall not constitute a waiver of the
327. obligation to submit the claim to ADR, nor shall such action constitute a breach of the duty to mediate or arbitrate.
- 7e. 328. **Attorneys Fees and Costs:** The prevailing party in any dispute or claim between Buyer and Seller arising out of or relating to
329. this Contract shall be awarded their reasonable attorney fees and costs. Costs shall include, without limitation, attorney fees,
330. expert witness fees, fees paid to investigators, and arbitration costs.

8. ADDITIONAL TERMS AND CONDITIONS

- Buyer agrees to pay all closing costs for both Buyer and Seller. Additionally, buyer
- 8a. 331. shall pay a total brokerage compensation of 6%, covering both the listing and
332. buyer-broker sides, as outlined in the respective Listing Agreement and Buyer-Broker
333. Agreement .
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- 8b. 361. **Risk of Loss:** If there is any loss or damage to the Property between the date of Contract acceptance and COE or
362. possession, whichever is earlier, by reason of fire, vandalism, flood, earthquake, or act of God, the risk of loss shall be on the
363. Seller, provided, however, that if the cost of repairing such loss or damage would exceed ten percent (10%) of the purchase
364. price, either Seller or Buyer may elect to cancel the Contract.
- 8c. 365. **Permission:** Buyer and Seller grant Broker(s) permission to advise the public of this Contract.
- 8d. 366. **Arizona Law:** This Contract shall be governed by Arizona law and jurisdiction is exclusively conferred on the State of Arizona.
- 8e. 367. **Time is of the Essence:** The parties acknowledge that time is of the essence in the performance of the obligations
368. described herein.

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SELLER

SELLER

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S.H.

K.H.

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- 8f.

369. **Compensation:** Seller and Buyer acknowledge that Broker(s) shall be compensated for services rendered as previously agreed

370. by separate written agreement(s), which shall be delivered by Broker(s) to Escrow Company for payment at COE, if not previously

371. paid. If Seller is obligated to pay Broker(s), this Contract shall constitute an irrevocable assignment of Seller's proceeds at COE. If

372. Buyer is obligated to pay Broker(s), payment shall be collected from Buyer as a condition of COE. **BROKER COMPENSATION IS**

373. **NOT SET BY LAW, NOR BY ANY BOARD, ASSOCIATION OF REALTORS®, MULTIPLE LISTING SERVICE OR IN AN ANY**

374. **MANNER OTHER THAN AS FULLY NEGOTIATED BETWEEN BROKER AND CLIENT.**
- 8g.

375. **Copies and Counterparts:** A fully executed facsimile or electronic copy of the Contract shall be treated as an original

376. Contract. This Contract and any other documents required by this Contract may be executed by facsimile or other

377. electronic means and in any number of counterparts, which shall become effective upon delivery as provided for herein.

378. All counterparts shall be deemed to constitute one instrument, and each counterpart shall be deemed an original.
- 8h.

379. **Days:** All references to days in this Contract shall be construed as calendar days and a day shall begin at 12:00 a.m. and

380. end at 11:59 p.m.
- 8i.

381. **Calculating Time Periods:** In computing any time period prescribed or allowed by this Contract, the day of the act or event

382. from which the time period begins to run is not included and the last day of the time period is included. Contract acceptance

383. occurs on the date that the signed Contract (and any incorporated counter offer) is delivered to and received by the

384. appropriate Broker. Acts that must be performed three days prior to the COE Date must be performed three full days prior (i.e.,

385. if COE Date is Friday the act must be performed by 11:59 p.m. on Monday).
- 8j.

386. **Entire Agreement:** This Contract, and any addenda and attachments, shall constitute the entire agreement between Seller

387. and Buyer, shall supersede any other written or oral agreements between Seller and Buyer and can be modified only by a

388. writing signed by Seller and Buyer. The failure to initial any page of this Contract shall not affect the validity or terms of this

389. Contract.
- 8k.

390. **Subsequent Offers:** Buyer acknowledges that Seller has the right to accept subsequent offers until COE. Seller understands

391. that any subsequent offer accepted by the Seller must be a backup offer contingent on the cancellation of this Contract.
- 8l.

392. **Cancellation:** A party who wishes to exercise the right of cancellation as allowed herein may cancel this Contract by

393. delivering notice stating the reason for cancellation to the other party or to the Escrow Company. Cancellation shall become

394. effective immediately upon delivery of the cancellation notice.
- 8m.

395. **Notice:** Unless otherwise provided, delivery of all notices and documentation required or permitted hereunder shall be in

396. writing and deemed delivered and received when: (i) hand-delivered; (ii) sent via facsimile transmission; (iii) sent via electronic

397. mail, if email addresses are provided herein; or (iv) sent by recognized overnight courier service, and addressed to Buyer as

398. indicated in Section 8q, to Seller as indicated in Section 9a and to the Escrow Company indicated in Section 3a.
- 8n.

399. **Earnest Money:** Earnest Money is in the form of: ☒ Personal Check ☐ Other _____

400. If applicable, Earnest Money has been received by Broker named in Section 8q and upon acceptance of this offer will be

401. deposited with: ☒ Escrow Company ☐ Broker's Trust Account. Buyer acknowledges that failure to pay the required

402. closing funds by the scheduled Close of Escrow, if not cured after a cure notice is delivered pursuant to Section 7a, shall be

403. construed as a material breach of this contract and all earnest money shall be subject to forfeiture.
- 8o.

404. **RELEASE OF BROKER(S): SELLER AND BUYER HEREBY EXPRESSLY RELEASE, HOLD HARMLESS AND INDEMNIFY**

405. **BROKER(S) IN THIS TRANSACTION FROM ANY AND ALL LIABILITY AND RESPONSIBILITY REGARDING FINANCING, THE**

406. **CONDITION, SQUARE FOOTAGE/ACREAGE, LOT LINES, BOUNDARIES, VALUE, RENT ROLLS, ENVIRONMENTAL**

407. **PROBLEMS, SANITATION SYSTEMS, ABILITY TO DIVIDE OR SPLIT THE PROPERTY, BUILDING CODES, GOVERNMENTAL**

408. **REGULATIONS, INSURANCE, PRICE AND TERMS OF SALE, RETURN ON INVESTMENT, OR ANY OTHER MATTER**

409. **RELATING TO THE VALUE OR CONDITION OF THE PROPERTY.**

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

SELLER

SELLER

BUYER

S.H.

BUYER

K.H.
- 8p.

411. **Terms of Acceptance:** This offer will become a binding Contract when acceptance is signed by Seller and

412. a signed copy delivered in person, by mail, facsimile or electronically, and received by Broker named in Section 8q

413. by _____, _____ at _____ ☐ a.m. / ☐ p.m., Mountain Standard Time. Buyer

414. may withdraw this offer at any time prior to receipt of Seller's signed acceptance. If no signed acceptance is received by this

415. date and time, this offer shall be deemed withdrawn and the Buyer's Earnest Money shall be returned.
416. THIS CONTRACT CONTAINS TEN PAGES EXCLUSIVE OF ANY ADDENDA AND ATTACHMENTS. ENSURE THAT YOU HAVE

417. RECEIVED AND READ ALL TEN PAGES OF THIS OFFER AS WELL AS ANY ADDENDA AND ATTACHMENTS.

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Vacant Land/Lot Purchase Contract >>

8q. 418. Broker on behalf of Buyer:

419. Charles Tupper 148510254 SA661338000
PRINT SALESPERSON NAME AGENT MLS CODE AGENT STATE LICENSE NO.

420. _____
PRINT SALESPERSON NAME AGENT MLS CODE AGENT STATE LICENSE NO.

421. West USA Realty
PRINT FIRM NAME FIRM MLS CODE

422. 80 S Main Street Winslow AZ 85937
FIRM ADDRESS STATE ZIP CODE FIRM STATE LICENSE NO.

423. 928-242-2720 charles@i40homes.com
PREFERRED TELEPHONE FAX EMAIL

8r. 424. Agency Confirmation: The Broker named in Section 8q above is the agent of (check one):

425. ☐ the Buyer; ☐ the Seller; or ☒ both the Buyer and Seller

8s. 426. The undersigned agree to purchase the Premises on the terms and conditions herein stated and acknowledge receipt of a copy hereof including the Buyer Attachment.

427. Steven Henling 05/21/2025 Kimberlee Henling 05/21/2025
^ BUYER'S SIGNATURE MO/DA/YR ^ BUYER'S SIGNATURE MO/DA/YR

428. Steven Henling Kimberlee Henling
^ BUYER'S NAME PRINTED ^ BUYER'S NAME PRINTED

429. 1501 N Warren Avenue
ADDRESS

430. Winslow AZ 86047
CITY, STATE, ZIP CODE

9. SELLER ACCEPTANCE

9a. 432. Broker on behalf of Seller:

433. Charles Tupper CLTupper SA661338000
PRINT SALESPERSON NAME AGENT MLS CODE AGENT STATE LICENSE NO.

434. _____
PRINT SALESPERSON NAME AGENT MLS CODE AGENT STATE LICENSE NO.

435. West USA Realty - Snowflake west usa-SF
PRINT FIRM NAME FIRM MLS CODE

436. 80 S Main St Snowflake AZ 85937 C0001154025
FIRM ADDRESS STATE ZIP CODE FIRM STATE LICENSE NO.

437. (928) 242-2720 charles@i40homes.com
PREFERRED TELEPHONE FAX EMAIL

9b. 438. Agency Confirmation: The Broker named in Section 9a above is the agent of (check one):

439. ☐ the Seller; or ☒ both the Buyer and Seller

9c. 440. The undersigned agree to sell the Premises on the terms and conditions herein stated, acknowledge receipt of a copy hereof and grant permission to Broker named in Section 9a to deliver a copy to Buyer.

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

444. _____
^ SELLER'S SIGNATURE MO/DA/YR ^ SELLER'S SIGNATURE MO/DA/YR

445. David Coolidge
^ SELLER'S NAME PRINTED ^ SELLER'S NAME PRINTED

446. 102 E Third Street
ADDRESS

447. Winslow AZ 86047
CITY, STATE, ZIP CODE

448. ☐ OFFER REJECTED BY SELLER: _____, 20____
MONTH DAY YEAR (SELLER'S INITIALS)

For Broker Use Only:

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

BUYER-BROKER EXCLUSIVE EMPLOYMENT AGREEMENTDocument updated:
February 2025

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



Notice to Buyer: All REALTORS® are required to have a signed written agreement prior to showing a home to a buyer.

1. **Buyer:** Steven Henling Kimberlee Henling ("Buyer")
2. **Broker:** West USA Realty acting through
FIRM NAME
3. **Agent:** Charles Tupper ("Broker").
AGENT'S NAME AGENT'S NAME
4. **Agreement:** This Buyer-Broker Exclusive Employment Agreement ("Agreement") is between Buyer and Broker. In consideration of
5. Broker's agreement to assist Buyer to locate, negotiate and facilitate the purchase of a property, Buyer gives Broker the exclusive
6. and irrevocable right to represent Buyer in the purchase of a property during the term.
7. Buyer acknowledges that signing more than one Buyer-Broker Exclusive Employment Agreement or similar agreement(s) could
8. make Buyer liable to compensate multiple brokers.
9. **Term:** This Agreement shall commence on 5/21/2025 and expire at 11:59 p.m. Mountain Standard Time, on
10. 8/31/2025 ("Expiration Date").
11. **Employment:** Broker agrees to:
 12. a. locate Property meeting the following general description:
 13. ☐ Residential ☒ Land ☐ Commercial ☐ Other: _____ ("Property") within
 14. the following geographical area(s): Winslow, AZ;
 15. b. negotiate at Buyer's direction to obtain acceptable terms and conditions for the purchase, exchange, or option of the Property;
 16. c. assist Buyer during the transaction within the scope of Broker's expertise and licensing.
17. **Agency Relationship:** The agency relationship between Buyer and Broker shall be:
 18. ☒ as set forth in the Real Estate Agency Disclosure and Election form.
 19. ☐ Other: _____
20. **Property Viewings:** Buyer agrees to work exclusively with Broker and be accompanied by Broker on Buyer's first visit to any Property.
21. **If Broker does not accompany Buyer on the first visit to any Property, including a model home, new home/lot or "open**
22. **house" held by a builder, seller or other real estate broker, Buyer acknowledges that the builder, seller or seller's broker may**
23. **refuse to compensate Broker, which will eliminate any credit against the agreed upon Broker Compensation below.**
24. **Buyer agrees to review the Arizona Department of Real Estate Buyer Advisory to assist in Buyer's inspections and investigations.**
25. **BROKER COMPENSATION IS NOT SET BY LAW, NOR BY ANY BOARD, ASSOCIATION OF REALTORS®, MULTIPLE LISTING**
26. **SERVICE OR IN ANY MANNER OTHER THAN AS FULLY NEGOTIATED BETWEEN BROKER AND BUYER IN THIS AGREEMENT.**
27. (BUYER'S INITIALS) S.H. / K.H.
28. **Retainer Fee:** (Check if applicable) ☐ Buyer agrees to pay Broker a non-refundable retainer fee in the amount of \$ _____ ,
29. within five (5) days or _____ days of execution of this Agreement, which is earned when paid, for initial consultation,
30. research and other services. This fee ☐ shall ☐ shall not be credited against the Broker Compensation below.
31. **Broker Compensation:** If Buyer, or any entity owned or controlled by Buyer, closes escrow on a transaction for the purchase,
32. exchange, or option of a Property, Buyer agrees to compensate Broker as follows ("Broker Compensation"):
33. **(CHECK ONLY ONE AND FILL IN THE COMPENSATION WHICH MUST BE A FIXED AMOUNT OR RATE):**
 34. ☐ 6 % of the full purchase price or exchange value; or
 35. ☐ \$ _____; or
 36. ☐ other: _____

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37. The Broker Compensation shall be in U.S. currency and paid at the time of and as a condition of closing for purchase or
38. exchange or as otherwise agreed upon in writing.

39. a. **Compensation from seller or seller's broker:** A seller or seller's broker may offer compensation to Broker. Buyer
40. authorizes Broker to accept compensation from seller or seller's broker, which shall be credited against Broker Compensation.

41. If seller or seller's broker's offer of compensation is greater than the Broker Compensation, Broker shall be paid the Broker
42. Compensation and the balance shall be credited to Buyer (to the extent allowed by Buyer's lender). Broker will not receive
43. any amount greater than Broker Compensation from any source for services provided in this Agreement.

44. If seller or seller's broker's offer of compensation is less than the Broker Compensation, Buyer may request seller to pay the
45. Broker Compensation as part of an offer to purchase the Property. Any Broker Compensation not paid by seller or seller's
46. broker shall be paid by Buyer.

47. **Notice:** Unless modified by VA regulations, VA financed transactions shall be conditioned upon the Broker
48. Compensation being paid by the seller or seller's broker.

49. b. **Failure to Complete:** Once an acceptable Property is located, Buyer agrees to act in good faith to acquire the Property
50. and conduct any inspections/investigations of the Property that Buyer deems material and/or important. If completion of any
51. transaction is prevented by Buyer's breach or with the consent of Buyer other than as provided in the purchase contract, the
52. Broker Compensation shall be due and payable by Buyer.

53. c. **Compensation After Expiration Date:** After the Expiration Date of this Agreement, Buyer agrees to pay Broker
54. Compensation if: (i) within 30 calendar days after the Expiration Date, Buyer enters into an agreement to purchase,
55. exchange, or option any Property shown or negotiated by Broker on behalf of Buyer during the Term of this Agreement; or (ii)
56. Buyer closes escrow on a Property pursuant to a purchase contract that was executed during the Term of this Agreement; or
57. (iii) Buyer closes escrow on a Property for which escrow was opened during the Term of this Agreement.

58. **Listings:** Broker shall show property listings that fit Buyer's criteria regardless of the compensation offered to Broker by seller
59. or seller's broker unless instructed otherwise by Buyer in writing. If necessary, Buyer instructs Broker to negotiate Broker
60. Compensation be paid by seller or seller's broker. These negotiations shall not jeopardize, delay, or interfere with the initiation,
61. processing or finalizing of a transaction.

62. **Notice:** If Buyer decides they do not wish to view property listings unless the seller or seller's broker has
63. offered adequate compensation to Broker, the Buyer must make that instruction to Broker in writing.

64. **Equal Housing Opportunity:** Broker's policy is to abide by all local, state, and federal laws prohibiting discrimination against any
65. individual or group of individuals. Broker may not disclose the racial, ethnic, or religious composition of any neighborhood,
66. community, or building, nor whether persons with disabilities are housed in any home or facility, except that Broker may identify
67. housing facilities meeting the needs of a disabled buyer. For more information, consult Fair Housing Advisory.

68. **Other Potential Buyers:** Buyer consents and acknowledges that other potential buyers represented by Broker may consider,
69. make offers on, or acquire an interest in the same or similar properties as Buyer is seeking.

70. **Release of Broker:** Buyer recognizes, acknowledges, and agrees that Broker is not qualified, nor licensed to offer advice on financial,
71. legal or tax matters regarding real estate transactions ("Related Services"). Broker, if requested, may provide Buyer the names of third-
72. party professionals who claim to perform Related Services. Buyer is instructed to independently investigate all potential third-party
73. professionals and use their sole discretion in selecting which third-party professionals to hire, if any. **Buyer expressly releases, holds**
74. **harmless, and indemnifies Broker from any and all liability and responsibility regarding Buyer's selection and use of third-**
75. **party professionals to perform Related Services or Buyer's election not to use the services of such third-party professionals.**

76. (BUYER'S INITIALS) SH. / K.H.

77. **Additional Terms and Conditions:**

78. Buyer agrees to pay all closing costs for both Buyer and Seller. Buyer further agrees to
79. pay total brokerage compensation equal to 6% of the full purchase price, covering both the
80. listing and buyer broker sides, as referenced on line 34 of this agreement.

81. **Alternative Dispute Resolution ("ADR"):** Buyer and Broker (the "Parties") agree to mediate any dispute or claim arising out of
82. or relating to this Agreement in accordance with the mediation procedures of the applicable state or local REALTOR® association

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83. or as otherwise agreed. All mediation costs shall be paid equally by the Parties. In the event that mediation does not resolve
 84. all disputes or claims, the unresolved disputes or claims shall be submitted for binding arbitration. In such event, the Parties
 85. shall agree upon an arbitrator and cooperate in the scheduling of an arbitration hearing. If the Parties are unable to agree on an
 86. arbitrator, the dispute shall be submitted to the American Arbitration Association ("AAA") in accordance with the AAA Arbitration
 87. Rules for the Real Estate Industry. The decision of the arbitrator shall be final and non-appealable. Judgment on the award
 88. rendered by the arbitrator may be entered in any court of competent jurisdiction. Notwithstanding the foregoing, either Party may
 89. opt out of binding arbitration within thirty (30) days after the conclusion of the mediation conference by notice to the other and in
 90. such event either Party shall have the right to resort to court action.

91. The Parties agree that any and all disputes or claims will be brought in the Parties' individual capacity, and not as a plaintiff or class
 92. member in any purported class, collective, representative, or other consolidated proceeding. The Parties hereby waive their right to
 93. commence, become a party to or remain a participant in any group, representative, class collective or hybrid class/collective action
 94. in any proceeding and the arbitrator shall not preside over any form of a group, representative or class collective proceeding.

95. (BUYER'S INITIALS) S.H. / K.H.

96. **Attorney Fees and Costs:** In any non-REALTOR® association proceeding to enforce the compensation due to Broker pursuant
 97. to this Agreement, the prevailing party shall be awarded their reasonable attorney fees and arbitration costs.

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

99. **Copies and Counterparts:** This Agreement may be executed by facsimile or other electronic means and in any number of
 100. counterparts. A fully executed facsimile or electronic copy of the Agreement shall be treated as an original Agreement.

101. **Entire Agreement:** This Agreement, and any addenda and attachments, shall constitute the entire agreement between Buyer
 102. and Broker, and shall supersede any other written or oral agreements between Buyer and Broker and can be modified only by a
 103. writing signed by Buyer and Broker. Invalidity or unenforceability of one or more provisions of this Agreement shall not affect any
 104. other provisions of this Agreement.

105. **Capacity:** Buyer warrants that Buyer has the legal capacity, full power and authority to enter into this Agreement and consummate
 106. the transaction contemplated hereby on Buyer's own behalf or on behalf of the party Buyer represents, as appropriate.

107. **Acceptance:** Buyer hereby agrees to all of the terms and conditions herein and acknowledges receipt of a copy of this Agreement.

108. Steven Henling 05/21/2025 Kimberlee Henling 05/21/2025
 ^ BUYER'S SIGNATURE MO/DA/YR ^ BUYER'S SIGNATURE MO/DA/YR

109. Steven Henling Kimberlee Henling
 ^ BUYER'S NAME PRINTED ^ BUYER'S NAME PRINTED

110. 1501 N Warren Avenue Winslow AZ 86047
 ADDRESS CITY STATE ZIP CODE

111. 928-587-0275 henling2044@gmail.com
 TELEPHONE EMAIL ADDRESS

112. West USA Realty
 FIRM NAME

113. 80 S Main Street Winslow AZ 85937
 ADDRESS CITY STATE ZIP CODE

114. Charles Tupper 05/22/25
 ^ AGENT'S SIGNATURE MO/DA/YR ^ AGENT'S SIGNATURE MO/DA/YR
 Charles Tupper

For Broker Use Only:

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