ORIGINAL NEW APPLICATION

0000048932

Gardner Water Company
2303 E. Heatherbrae Dr.
Phoenix, AZ. 85016

RECEIVED

2006 MAY -1 P 12: 19

AZ CORP COMMISSION
DOCUMENT CONTROL

May 1, 2006

Docket Control
Arizona Corporation Commission
1200 W. Washington St.
Phoenix, AZ. 85007

W-03880A-06-0298
W-20459A-06-0298

Attached is an application by JNJ Enterprises for approval of sale of Gardner Water Company. The purpose of this application is to obtain approval from the Arizona Corporation Commission for sale of Gardner Water Company to Utility Systems, L.L.C.

Gerald Lendzion

Arizona Corporation Commission
DOCKETED

MAY 0 1 2006

DOCKETED BY

ORIGINAL NEW APPLICATION

ARIZONA CORPORATION COMMISSION

APPLICATION FOR APPROVAL OF THE SALE OF ASSETS AND/OR TRANSFER OF CERTIFICATE OF CONVENIENCE AND NECESSITY

WATER AND/OR SEWER

A. The name, address and telephone number of the Transferor (Company) is:

Gardner Water Company
2303 E. Heatherbrae Dr. Phoenix, AZ 85016
602-956-3646

B. If doing business under a name other than the Transferor (Company) name, specify:

JNJ Enterprises

C. The Transferor is a:

____ Corporation: ____ "C", _X_ "S", ____ Non-Profit ____ Arizona, ____ Foreign	____Partnership _X_ Limited, ____ General ____ Arizona, ____ Foreign
____ Sole Proprietorship	_X_ Limited Liability Company
____ Other (Specify)	

D. List the name, address and telephone number of the attorney for the Transferor.

N / A

E. List the name, address and telephone number of management contact:

Gerald L. Lendzion
2303 E. Heatherbrae Dr. Phoenix, Az 85016
602-956-3646

F. The name, address and telephone number of the Transferee (Company) is:

Utility Systems, LLC.
HC2 Box 164-H
Payson, AZ 85541 928-478-0010

G. If doing business under a name other than the Transferee (Company) name, specify:

N/A

H. List the name, address and telephone number of the attorney for the Transferee.

N / A

I. List the name, address and telephone number of management contact:

Jeffery T. Daniels
HC2 Box 164-H
Payson, AZ. 85541 928-478-0010

J. (Transferee) List the name, address and telephone number of the on-site manager of the utility:

Jeffery T. Daniels

HC2 Box 164-H

Payson, Az. 85541 928-478-0010

K.(Transferee) List the name, address and telephone number of the certified operator as authorized by the Arizona Department of Environmental Quality:

Gerald L. Lendzion

2303 E. Heatherbrae Dr. Phoenix, Az. 85016

602-956-3646

L. The Transferee is a:

____ Corporation: ____ "C", ____ "S", ____ Non-Profit ____ Arizona, ____ Foreign	____Partnership ____Limited, ____ General ____ Arizona, ____ Foreign
____ Sole Proprietorship	✓ Limited Liability Company
____ Other (Specify)	

M. If Transferee is a corporation:

1. List names of Officers and Directors:

Officers	Directors
N/A	N/A

2. Indicate the number of shares of stock authorized to issue:

N/A

3. If stock has been issued, indicate the number of shares issued and the date of issue:

N/A

N. If Transferee is a partnership:

1. List the names of general partners:

N/A

2. List name, address and telephone number of managing partner:

N/A

- If Applicant is a foreign limited partnership, provide a copy of the Partnership's "Certificate of Registration" with the Arizona Secretary of State

O. If Transferee is a sole proprietor, list name, address and telephone number of individual:

N/A

P. Have all customer security deposits been refunded? Yes___ No ___. If no, mark the block below which describes the proposed disposition of security deposits.

___ All security deposits will be refunded at time of closing.

___ All security deposits will be transferred to the Transferee.

X Other (explain).

No Security Deposits taken

Q. Are there any refunds due on Main Extension Agreements? Yes ___ No___. If Yes, mark the block below which describes the proposed disposition of the refunds.

___ Transferor will continue to refund after the transfer.

___ Transferee will assume the refunding obligations.

___ A full refund will be made at closing by Transferor.

X Other (explain).

No main extension agreements

R. (WATER ONLY) Are there any refunds due on meter and service line installations?
Yes ___ No X. If Yes, mark the block below that describes the proposed disposition of refunds.

___ Transferor will continue to refund after the transfer.

___ Transferee will assume the refunding obligations.

___ A full refund will be made at closing by Transferor.

___ Other (explain).

S. (Transferee) Attach the following exhibit(s):

1. Copy of bill of sale, purchase contract or other instrument, which conveys the assets to the transferee.
2. Articles of Incorporation (if corporation)
3. By-Laws (if corporation)
4. Certificate of Good Standing (if corporation)
5. Articles of Partnership (if partnership)
6. Articles of Organization (if limited liability company)
7. Corporate Resolution if required by Articles of Incorporation
8. Attach a copy of the transfer of City or County Franchise from the Transferor to Transferee.

T. List names and addresses of any other public utility interest Transferee has:

1. N / A

2. _____

U. Indicate the date that notice of the application was sent, or will be sent to the customers.

May 1, 2006.

DATED the 29 day of April, 2006

(Signature of Authorized Representative of Transferor)

Gerald Lepadzin

(Type Name Here)

Owner

(Title)

SUBSCRIBED AND SWORN to before me on this 29 day of April 2006

Lorraine Mathews

NOTARY PUBLIC

My Commission Expires Aug 23, 2009

OFFICIAL SEAL
LORRAINE MATHEWS
Notary Public - State of Arizona
GILA COUNTY
My Comm. Expires August 23, 2009

(Signature of Authorized Representative of Transferee)

Jeffery T. Daniels

(Type Name Here)

Manager, member

(Title)

SUBSCRIBED AND SWORN to before me on this 29 day of April 2006

Lorraine Mathews

NOTARY PUBLIC

My Commission Expires Aug 23, 2009

OFFICIAL SEAL
LORRAINE MATHEWS
Notary Public - State of Arizona
GILA COUNTY
My Comm. Expires August 23, 2009

AZ CORPORATION COMMISSION
FILED

APR - 3 2006

DO NOT PUBLISH THIS SECTION

ARTICLE 1
The company name must contain an ending which may be "limited liability company," "limited company," or the abbreviations "L.L.C.", "L.C.", "LLC" or "LC". If you are the holder or assignee of a tradename or trademark, attach Declaration of Tradename Holder form.

ARTICLE 2
May be in care of the statutory agent.

ARTICLE 3
The statutory agent must provide a street address. If statutory agent has P.O. Box, then they must also provide a street address/location.
The agent must sign the Articles or provide a consent to acceptance of appointment.

The agent must consent to the appointment by executing the consent.

ARTICLES 4
Complete this section only if you desire to select a date or occurrence when the company will dissolve. If perpetual duration is desired, leave this section blank.

FILE NO. L123804-0 **ARTICLES OF ORGANIZATION**

A.R.S. §29-632

1. Name. The name of the limited liability company is:

Utility Systems, L.L.C.

2. Known Place of Business. The address of the company's known place of business in Arizona is:

173 S. Blackfoot rd. Payson, AZ 85541
HC2 Box 164-H, Payson AZ. 85541

3. Statutory Agent. (In Arizona) The name and street address of the statutory agent of the company is:

Jeffery T. Daniels
173 S. Blackfoot Rd.
Payson, AZ 85541

Acceptance of Appointment By Statutory Agent

I Jeffery T. Daniels (Printed Name), having been designated to act as Statutory Agent, hereby consent to act in that capacity until removed or resignation is submitted in accordance with the Arizona Revised Statutes.

Jeffery T Daniels
Signature of Statutory Agent

N/A
[If signing on behalf of a company serving as statutory agent, print company name here]

4. Dissolution. The latest date, if any, on which the limited liability company must dissolve is:

N/A

DO NOT PUBLISH THIS SECTION
ARTICLE 5
Check which management structure will be applicable to your company. Provide name, title and address for each person.

5. Management.

L12753040

☒ Management of the limited liability company is **vested in a manager or managers.** The names and addresses of each person who is a manager AND each member who owns a twenty percent or greater interest in the capital or profits of the limited liability company are:

Name:	Jeffery T. Daniels	Dianne C. Daniels
	[ ] member [X] manager	[X] member [ ] manager
Address:	HC2 Box 164-H	HC2 Box 164-H
City, State, Zip:	Payson, AZ 85541	Payson, AZ 85541
Name:	[ ] member [ ] manager	[ ] member [ ] manager
Address:		
City, State, Zip:		

☐ Management of the limited liability company is **reserved to the members.** The names and addresses of each person who is a member are:

Name:	[ ] member	[ ] member
Address:		
City, State, Zip:		
Name:	[ ] member	[ ] member
Address:		
City, State, Zip:		

The person(s) executing this document need not be manager or member(s) of the company.

EXECUTED this April day of 3rd, 2006

[Signature] [Signature]

Jeffery T Daniels [Print Name Here] [Print Name Here]

Your fax and phone number is optional.

PHONE 928-478-0010 FAX

LL:0004
Rev. 09/05

See A.R.S. §29-601 et seq. for more info.

COMMERCIAL REAL ESTATE PURCHASE CONTRACT ("CONTRACT")

REALTOR® EQUAL HOUSING OPPORTUNITY

THE PRINTED PORTION OF THIS CONTRACT HAS BEEN APPROVED BY THE ARIZONA ASSOCIATION OF REALTORS®. THIS IS INTENDED TO BE A BINDING CONTRACT. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OR THE TAX CONSEQUENCES THEREOF. IF YOU DESIRE LEGAL, TAX OR OTHER PROFESSIONAL ADVICE, CONSULT YOUR ATTORNEY, TAX ADVISOR OR PROFESSIONAL CONSULTANT.

RECEIPT

1. **Offer Received From:** ("Buyer") Utility Systems L.L.C.
2. **Agency Confirmation:** Broker named on Line 18 is the agent of (check one):
3. ☐ the Buyer exclusively; or ☐ the Seller exclusively; or ☒ both the Buyer and Seller
4. **Amount of Earnest Money:** Five Thousand Dollars $5,000.00
5. All earnest money shall be deposited into a federally insured account acceptable to Buyer and Seller and any
6. interest earned thereon shall also be included as earnest money ("Earnest Money"). Buyer agrees that, if Buyer breaches this
7. Contract, Earnest Money is subject to forfeiture. If any check for Earnest Money is dishonored for any reason, Seller may, at
8. Seller's option, immediately cancel this Contract pursuant to lines 309-313. Unless otherwise provided herein, all Earnest Money
9. is considered to be part of the Purchase Price for the Property described below.
10. Earnest Money shall be: *(check one)*
11. ☒ Delivered by Buyer to Escrow Company upon mutual execution of this Contract.
12. ☐ Held by Broker until mutual execution. Upon mutual execution, Broker shall promptly deposit the Earnest Money
13. with the Escrow Company to which the check is payable. If the check is payable to Broker, Broker shall deposit the check in
14. Broker's trust account or endorse the check without recourse and deposit it with a duly licensed Escrow Company.
15. Form of Earnest Money: ☒ Personal Check ☐ Other:
16. Deposited with: ☐ Broker's Trust Account ☒ Escrow Company
17. **Offer Received By:** _____ (PRINT SALESPERSON'S NAME AND AGENT CODE) (SALEPERSON'S SIGNATURE) (MO/DA/YR)
18. Rim Valley Mountain Properties (PRINT NAME OF FIRM) (OFFICE CODE) (collectively "Broker",

PROPERTY AND PURCHASE PRICE

19. **Property Description and Offer:** Buyer agrees to purchase and Seller agrees to sell the following real property:
20. Property Address: Lot 13H Chris. Creek,Lot 41 Colcord
21. City: Payson County: Gila AZ, Zip Code: 85541
22. Assessors Parcel # 303-09-013H and 303-19-041
23. Legal description: Long Legal
24.
25.
26. which includes, at no additional cost to Buyer, all fixtures and improvements thereon, as well as the following items, if any, owned by
27. Seller and presently located on or in the real property: electrical distribution systems (power panels, ducting, conduits, disconnects),
28. lighting fixtures, computer wiring, telephone distribution systems (lines, jacks and connections), heating, ventilation and air conditioning
29. equipment, evaporative coolers, air lines, carpets, window coverings, wall coverings, security and fire detection systems/alarms, and
30. All equipment, backhoe, bobcat and accessories, all items pertaining to business
31.
32. (collectively the "Property"). All fixtures and improvements shall be free of liens and encumbrances unless otherwise specified.
33. **Leased Equipment NOT Included:**
34. **Personal Property Included:**
35. Personal property shall be transferred in AS-IS CONDITION, FREE AND CLEAR OF ANY LIENS AND ENCUMBRANCES, and SELLER
36. MAKES NO WARRANTY of any kind, expressed or implied (including, without limitation, ANY WARRANTY OF MERCHANTABILITY).
37. **Addenda Incorporated:** ☐ Schedule of personal property ☐ Lead-Based Paint Disclosure ☒ Other
38. $ 280,000.00 **Full Purchase Price,** paid as outlined below. Buyer acknowledges that failure to have funds deposited as
39. required to close escrow on the date specified herein shall constitute a material breach of Contract.
40. $ 5,000.00 Earnest Money To be deposited within 48 hours of acceptance
41. $ 55,000.00 Additional Earnest Money cash down on or before close of escrow
42. $ 220,000.00 To be carried by Gerald Lendzion @ 7% amoritized over 15 years
43. Caroll Powell to carry @ 7% amoritized over 9 years
44.

Initials: SELLER SELLER

©AAR Form CPC 5/03 K

Initials: BUYER BUYER

Rim Valley Mountain Properties HC2 148D, Christopher Creek AZ 85541 Phone 478-0101 Fax 478-0102
Rim Valley Mountain Properties Produced with ZipForm® by RE FormsNet, LLC 18025 Fifteen Mile Road, Clinton Township, Michigan 48035. www.zipform.com

Escrow: This Contract shall be used as escrow instructions. The Escrow Company employed by the parties to carry out the term this Contract shall be: Pioneer Title (ESCROW COMPANY) (CONTACT PERSON) (ADDRESS) (928) 474-3235 (TELEPHONE) (FAX) (E-MAIL)

Opening of Escrow: The term "Opening of Escrow" shall mean the date when a fully executed Contract and the Earnest Money ha been delivered to Escrow Company. Escrow Company shall immediately notify Buyer, Seller and Broker(s) in writing of the date of t Opening of Escrow.

Close of Escrow: Seller and Buyer shall comply with all terms and conditions of this Contract and Close Escro but in no event later than 06/30/2006 (MO/DA/YR). Any other closing date requires the written mutual agreement of Seller and Buyer Seller and Buyer hereby agree that the Close of Escrow shall be defined as recordation of the deed and any other documents required to complete the transaction. The parties expressly agree that the failure of any party to comply with the terms and conditions of this Contract by the scheduled Close of Escrow shall constitute a material breach of this Contract.

Possession and Keys: Possession and occupancy of the Property shall be delivered to Buyer **at Close of Escrow,** or ☐ _____, subject to the rights of tenants under existing leases. Seller shall provide keys and/or means to operate all locks, mailboxes, security system/alarms, access to all common area facilities and _____

DUE DILIGENCE AND INSPECTIONS

Due Diligence: Buyer's due diligence and inspection period shall be thirty (30) days or ☐ _____ days after Opening of Escrow ("Due Diligence Period"). During the Due Diligence Period, Buyer shall satisfy itself with respect to the physical condition of the Property, the condition of title to the Property and as to the feasibility and suitability of the Property for Buyer's intended purpose. REFER TO LINES 66-85 FOR IMPORTANT TERMS.

Buyer Disapproval: If prior to the expiration of the Due Diligence Period or as otherwise provided herein, Buyer, in Buyer's sole discretion, disapproves of the Property, Buyer shall:

(a) immediately cancel this Contract pursuant to Lines 309-313 without further written consent of the parties, in which event all Earnest Money shall be returned to Buyer; or

(b) deliver to the Seller written notice of the items disapproved and provide Seller an opportunity to correct the items.

If Buyer elects option (b), Seller shall respond in writing within five (5) days or ☐ _____ days after delivery to Seller of Buyer's notice of items disapproved. If Seller is unwilling or unable to agree to correct any of the terms disapproved by Buyer, including making any repairs in a workmanlike manner, Buyer may either:

(a) cancel this Contract within five (5) days after receipt of Seller's response or after expiration of the time period for Seller's response, whichever occurs first, in which case all Earnest Money shall be returned to Buyer; or

(b) proceed with the transaction, in which case Seller is not obligated to correct those items Seller has not agreed to correct in writing.

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

BUYER'S FAILURE TO GIVE WRITTEN NOTICE OF CANCELLATION OF THIS CONTRACT OR DISAPPROVAL OF ITEMS WITHIN THE SPECIFIED TIME PERIODS SHALL CONCLUSIVELY BE DEEMED BUYER'S ELECTION TO PROCEED WITH THE TRANSACTION WITHOUT CORRECTION OF ANY DISAPPROVED ITEMS THAT SELLER HAS NOT AGREED IN WRITING TO CORRECT.

Inspections: During the Due Diligence Period, Buyer shall have the right, at Buyer's expense, to select an inspector(s), and to make economic, environmental and physical "inspections" (including tests, surveys, and other studies) of the Property, including but not limited to square footage, wood infestation, roof, designated flood hazard areas, structural, plumbing (such as galvanized or polybutylene pipes), sewer/septic, well, heating, air conditioning, electrical and mechanical systems, built-in appliances, soil, foundation, pool/spa and related equipment, cost of compliance with swimming pool regulations, possible environmental hazards (such as asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, methamphetamine, LSD, ecstasy, hazardous waste, other substances, materials or products, and/or location in a federal or state Superfund area), water damage, mold, conditions conducive to mold, geologic conditions, location of property lines, water/utility use restrictions and fees for services such as garbage, water/utility or fire protection, sign usage, zoning regulations, variances, use permits, and compliance with Americans with Disabilities Act. If the presence of sex offenders in the vicinity of the Property or the occurrence of a disease, natural death, suicide, homicide or other crime on or in the vicinity of the Property is a material matter to the Buyer, it must be investigated by the Buyer during the Due Diligence Period.

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

101. **Wood Infestation Inspection:** IF CURRENT OR PAST WOOD INFESTATION (SUCH AS TERMITES) IS A MATERIAL MA
102. TER TO THE BUYER, IT MUST BE INVESTIGATED DURING THE DUE DILIGENCE PERIOD. If the lender requires an updat
103. Wood Infestation Report, it shall be performed at Buyer's expense. If wood infestation is disclosed in any Wood Infestation Repo
104. REFER TO LINES 66-85 FOR IMPORTANT TERMS.
105. **Flood Hazard:** If the Property is situated in an area identified as having any special flood hazards by any governmental enti
106. including, but not limited to, being designated as a special flood hazard area by the Federal Emergency Management Agenc
107. (FEMA), the Buyer's lender may require the purchase of flood hazard insurance at the Close of Escrow or some future date
108. Special flood hazards may affect the ability to encumber or improve the Property now or at some future date. Flood hazard desig
109. nation of the Property or cost of flood hazard insurance shall be determined by Buyer during the Due Diligence Period.
110. **Survey:** A survey ☐ shall be performed ☒ is waived by the Buyer.
111. If a survey is to be performed, Buyer shall have the survey completed by a licensed surveyor in accordance with the Arizona State
112. Board of Technical Registration's "Arizona Land Boundary Survey Minimum Standards" and review the receipt of results of survey
113. or map during the Due Diligence Period.
114. Cost of the survey shall be paid by: ☐ Seller ☐ Buyer ☐ Other: _____
115. Surveyor's instructions are: ☐ A boundary survey and survey plat showing the corners either verified or monumentation.
116. ☐ A survey certified by a licensed surveyor, acceptable to Buyer and the Title Company, in sufficient
117. detail for issuance of an American Land Title Association ("ALTA") Owner's Policy of Title
118. Insurance showing all boundary, encroachment or survey exceptions and all improvements, utility lines
119. and easements on the Property or within five (5) feet thereof.
120. ☐ Other survey terms: _____
121. _____
122. **Buyer's Responsibility Regarding Inspections:** Buyer shall keep the Property free and clear of liens, shall indemnify and hold
123. Seller harmless from all liability, claims, demands, damages, and costs and shall repair all damages arising from the inspections.
124. **Final Walkthrough:** The Seller grants Buyer and any representative of Buyer reasonable access to conduct a final walkthrough of the
125. Property for the purpose of satisfying Buyer that any repairs agreed to by the Seller have been completed and, further, that the Property
126. is in substantially the same condition as on the date of the mutual execution of the Contract. Seller shall make the Property available for
127. the final walkthrough. If Buyer does not conduct such walkthrough, Buyer specifically releases Seller and Broker(s) of any liability.
128. **Seller's Responsibility Regarding Inspections and Final Walkthrough:** Seller shall make the Property available for all inspec-
129. tions during the Due Diligence Period and final walkthrough. Seller understands that the inspections and final walkthrough require
130. that all utilities be on and the Seller is responsible for providing same at Seller's expense.
131. **Sanitation and Waste Disposal Systems:** Buyer is aware and Seller warrants that the Property is on a:
132. ☐ sewer system ☐ septic system ☐ alternative system
133. **Seller's Obligations Regarding On-Site Wastewater Treatment Facility (conventional septic or alternative system)**
134. **("Facility"):** If such a Facility has been installed on the Property, Seller shall deliver to Buyer copies of Facility permits and any
135. other Facility documents of record within five (5) days after Opening of Escrow. During Due Diligence Period, any Facility on the
136. Property shall be inspected as required by law at: ☐ Buyer's expense ☐ Seller's expense by an inspector recognized by the
137. applicable governmental authority. Seller shall deliver to Escrow Company, at Seller's expense, any certification and/or
138. documentation required. Escrow Company is instructed to file any transfer form(s) with applicable county authority. Buyer shall
139. pay any Facility transfer fees.
140. **Seller's Obligations Regarding Wells:** If any well is located on the Property, Seller shall deliver to Escrow Company, before Close of
141. Escrow, a copy of the Arizona Department of Water Resources ("ADWR") "Registration of Existing Wells." Escrow Company is hereby
142. instructed to send to the ADWR a "Change of Well Information." Seller does not warrant the gallons per minute as reflected on the ADWR
143. certification of registration. Buyer may verify gallons per minute during Due Diligence Period through a certified flow test.
144. **Changes During Escrow:** Seller shall immediately notify Buyer in writing: (i) of any changes in the disclosures made herein, in the Seller Property
145. Disclosure Statement, or otherwise; (ii) if Seller modifies any existing lease or other agreement affecting the Property; or (iii) if Seller enters into
146. any new leases, rental agreements, service contracts or other agreements affecting the Property. Buyer shall be allowed five (5) days after receipt
147. of such notice to provide written notice to Seller of any items disapproved. REFER TO LINES 66-85 FOR IMPORTANT TERMS.

DISCLOSURES

48. **Seller Property Disclosure Statement ("SPDS"):**
49. (a) ☐ Buyer has received, read, and approved the SPDS.
50. (b) ☐ Buyer waives review and approval of the SPDS. **(BUYER'S INITIALS REQUIRED TO WAIVE SPDS** _____ BUYER _____ BUYER)
51. (c) ☒ Seller shall deliver the SPDS to Buyer within five (5) days after Opening of Escrow.

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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 five (5) days or _____ days after Opening of Escrow: (1) any information known to Seller that may adversely affect the Buyer's use of the Property, (2) any known pending special assessments, association fees, claims, or litigation, (3) copies of covenants conditions, and restrictions, articles of incorporation; by-laws; other governing documents; and any other documents required by law, (4) financial statements, copies of current rent rolls, lists of current deposits, personal property lists, copies of leases, rental agreements, service contracts, (5) a copy of the most recent survey, if available, and (6) 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. The Buyer shall provide written notice to Seller prior to the expiration of the Due Diligence Period of any items disapproved. REFER TO LINES 66-85 FOR IMPORTANT TERMS. Seller shall deliver all original documents and estoppel certificates executed by all tenants to Buyer at Close of Escrow.

No Seller or Tenant Bankruptcy, Probate or Insolvency Proceedings. Seller has no notice or knowledge that any tenant on the Property is the subject of a bankruptcy, probate or insolvency proceeding. Further, Seller is not the subject of a bankruptcy, insolvency or probate proceeding.

Seller's Notice of Violations: Seller represents that Seller has no knowledge of any notice of violations of City, County, State, or Federal building, zoning, fire, or health laws, codes, statutes, ordinances, regulations, or rules filed or issued regarding the Property. If Seller receives notice of violations of any of the aforementioned prior to Close of Escrow, Seller shall immediately notify Buyer in writing. Buyer shall have five (5) days after receipt of such notice to provide written notice to Seller of any items disapproved. REFER TO LINES 66-85 FOR IMPORTANT TERMS.

DISCLOSURES FOR PROPERTY USED FOR RESIDENTIAL PURPOSES

(If Property is not used for residential purposes, GO TO LINE 194.)

Notice to Buyer of Swimming Pool Barrier Regulations (Initials Required): The State of Arizona has swimming pool barrier regulations that are outlined in the Arizona Department of Health Services Private Pool Safety Notice. The county or municipality in which the Property is located may have different swimming pool barrier regulations than the state. During the Due Diligence Period, Buyer agrees to investigate all applicable state, county, and municipal swimming pool barrier regulations and, unless disapproved prior to the expiration of the Due Diligence Period, agrees to comply with and pay all costs of compliance with said regulations. BUYER'S INITIALS ACKNOWLEDGE 1) EXISTENCE OF SWIMMING POOL BARRIER REGULATIONS and 2) If this Property contains a swimming pool, RECEIPT OF THE ARIZONA DEPARTMENT OF HEALTH SERVICES APPROVED PRIVATE POOL SAFETY NOTICE AS REQUIRED BY A.R.S. §36-1681 (E).

(BUYER'S INITIALS REQUIRED) _____ BUYER _____ BUYER

Lead-Based Paint Disclosure (Initials Required): If the Property was built prior to 1978, Seller shall: (1) notify the Buyer of any known lead-based paint or lead-based paint hazards in or on the Property; (2) provide the Buyer with any lead-based paint risk assessments or inspections of the Property in the Seller's possession; (3) provide the Buyer with the Disclosure of Information on Lead-based Paint and Lead-Based Paint Hazards, and any reports, records, pamphlets, and/or other materials referenced therein, including the pamphlet "Protect Your Family from Lead in Your Home" (collectively "Lead-Based Paint Information").

☐ Lead-Based Paint Information was provided prior to Contract acceptance and Buyer acknowledges the opportunity to conduct lead-based paint risk assessments or inspections during Due Diligence Period.

☐ Seller shall provide the Lead-Based Paint Information to Buyer within five (5) days after Opening of Escrow. Buyer may within ten (10) days or ☐ _____ days after receipt of the Lead-Based Paint Information conduct or obtain a risk assessment or inspection of the Property for the presence of lead-based paint or lead based-paint hazards ("Assessment Period"). Buyer may within five (5) days after receipt of the Lead-Based Paint Information or five (5) days after expiration of the Assessment Period cancel this Contract in Buyer's sole discretion by delivering written notice of cancellation to Seller Pursuant to Lines 309-313.

Prior to 1978: If Property was constructed prior to 1978, BUYER'S INITIALS REQUIRED _____ BUYER _____ BUYER

1978 or Later: If Property was constructed in 1978 or later, BUYER'S INITIALS REQUIRED _____ BUYER _____ BUYER

IF THIS IS AN ALL CASH SALE, GO TO LINE 209.

FINANCING

(If financing is to be other than new financing, see attached addendum.)

This sale ☐ is ☐ is not contingent upon Buyer obtaining a satisfactory financing commitment within Financing Commitment Contingency Period. *(If sale is not contingent on a financing commitment, go to line 209.)*

Financing Commitment Contingency Period: If the sale is contingent upon Buyer obtaining a satisfactory financing commitment, Buyer shall have thirty (30) days or ☐ _____ days after the Opening of Escrow ("Financing Commitment Contingency Period") to obtain a financing commitment satisfactory to Buyer in Buyer's sole discretion, for a loan to purchase the Property or Buyer may cancel this Contract pursuant to Lines 309-313 and receive a refund of the Earnest Money. **PRIOR TO THE EXPIRATION OF THE FINANCING COMMITMENT CONTINGENCY PERIOD, BUYER SHALL DELIVER TO SELLER AND ESCROW COMPANY WRITTEN 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.**

Financing Application: Within ten (10) days after the Opening of Escrow, Buyer shall submit a formal loan application to a lender of Buyer's choice. Buyer and Seller shall promptly provide to such lender all materials and documents lender deems appropriate to facilitate such lender's processing of such loan application. Buyer agrees to pay such fees as required by the lender and all other financing costs. Buyer authorizes the lender to provide financing status updates to Broker(s).

TITLE AND ESCROW

Title and Vesting: Taking title may have significant legal, estate planning and tax consequences. Buyer should obtain legal and tax advice.

Buyer will take title as **determined before Close of Escrow** or ☐ Other: _____

Title Commitment and Title Insurance: Buyer shall be provided at Seller's expense a Standard Owner's Title Insurance Policy showing the title vested in Buyer as provided in Line 211. Buyer may acquire extended coverage(s) at Buyer's own additional expense. Escrow Company is hereby instructed to obtain and distribute to Buyer and Broker(s) a Commitment for Title Insurance in sufficient detail for the issuance of an Extended Owner's Title Insurance Policy together with complete and legible copies of all documents that will remain as exceptions to Buyer's policy of title insurance ("Title Commitment"), within fifteen (15) days after Opening of Escrow. Buyer shall have until the expiration of the Due Diligence Period to provide written notice to Seller of any items disapproved. Buyer shall have five (5) days after receipt of any amendments to Title Commitment or notice of any subsequent exceptions to provide Seller written notice of any amendment or exceptions disapproved. REFER TO LINES 66-85 FOR IMPORTANT TERMS.

Seller shall convey title by special warranty deed or ☐ _____ deed

Additional Instructions: (a) If the Escrow Company is also acting as the title agency but is not the title insurer issuing the title insurance policy, the Buyer and Seller hereby instruct the Escrow Company to deliver to the Buyer and Seller upon Opening of Escrow a closing protection letter from the title insurer indemnifying the Buyer and Seller for any losses due to fraudulent acts or breach of escrow instructions by the Escrow Company. (b) All documents necessary to close this transaction shall be executed promptly by Seller and Buyer in the standard form used by Escrow Company. Escrow Company is hereby instructed to modify such documents to the extent necessary to be consistent with this Contract. (c) All closing and escrow costs, unless otherwise stated herein, shall be allocated equally between Seller and Buyer in accordance with local custom and applicable laws and regulations. (d) Escrow Company is hereby instructed to send to Broker(s) copies of all notices and communications directed to or from Seller or Buyer. Escrow Company shall provide Broker(s) with access to escrowed materials and information regarding the escrow.

Prorations, Expenses and Adjustments:

Taxes: Real property taxes payable by the Seller shall be prorated through Close of Escrow, based upon the latest tax bill available. The parties agree that any discrepancy between the latest tax bill available and the actual tax bill when received shall be handled as a Post Closing Matter and Buyer or Seller may be responsible for additional tax payments to each other.

Insurance: If Buyer takes an assignment of the existing casualty and/or liability insurance that is maintained by Seller, the current premium shall be prorated through Close of Escrow.

Rents, Interest and Expenses: Rents; interest on existing notes, if transferred; utilities; and operating expenses shall be prorated through Close of Escrow. The Parties agree to adjust any rents received after Close of Escrow as a Post Closing Matter.

Deposits: All deposits held by Seller pursuant to rent/lease agreement(s) shall be credited against the cash required of Buyer at Close of Escrow or ☐ paid to Buyer by Seller at Close of Escrow.

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

Insurance: Buyer shall insure that any fire, casualty, or other insurance desired by Buyer, or required by any Lender, is in place at Close of Escrow. Buyer specifically releases Broker(s) from any obligations relating to such insurance.

Assessments: The amount of any assessment that is a lien as of the Close of Escrow, shall be:

☒ paid in full by Seller ☐ prorated and assumed by Buyer ☐ paid in full by Buyer.

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

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

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

TAX DEFERRED EXCHANGE: Seller and Buyer are advised to consult a professional tax advisor regarding the advisability of a tax-deferred exchange pursuant to I.R.C. §1031 or otherwise. Seller and Buyer agree to cooperate in a tax deferred exchange provided that Close of Escrow is not delayed. All additional costs in connection with any such tax deferred exchange shall be borne by the party requesting the exchange. The non-requesting party and Broker(s) shall be indemnified and held harmless from any liability that may arise from participation in the tax deferred exchange.

WARRANTIES

Seller Warranties: Seller warrants and shall maintain and/or repair the Property so that, at the earlier of possession of the Property or Close of Escrow, all heating, cooling, mechanical, plumbing, and electrical systems (including swimming pool and/or spa, motors, filter systems, cleaning systems, and heater, if any), and built-in appliances will be in working condition or as otherwise agreed in this Contract. Seller also warrants that, at the earlier of possession of the Property or Close of Escrow, the Property shall be in substantially the same condition as on the date of the mutual execution of the Contract.

Buyer Warranties: Buyer warrants that Buyer has disclosed to Seller any information that may materially and adversely affect the Buyer's ability to close escrow or complete the obligations of this Contract. At the earlier of the removal of all contingencies, possession of the Property or Close of Escrow, (a) Buyer warrants to Seller that Buyer has conducted all desired independent investigations and accepts the Property and (b) Buyer acknowledges that there will be no Seller warranty of any kind, except as stated in Lines 260-264.

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Warranties that Survive Closing: Prior to the Close of Escrow, Seller warrants that payment in full will have been made for al rental and/or privilege taxes, labor, professional services, materials, machinery, fixtures, or tools furnished within the 150 days immediately preceding the Close of Escrow in connection with the construction, alteration, or repair of any structure on o improvement made to the Property. Seller warrants that the information on Lines 131-139 regarding connection to a public sewe system, septic tank or other sanitation system is correct to Seller's knowledge. Seller warrants that Seller has disclosed to Buye and Broker(s) all material latent defects and any information concerning the Property known to Seller, which materially anc adversely affect the consideration to be paid by Buyer.

REMEDIES

Remedies: The parties agree to the remedies for breach of Contract indicated below.

If Buyer is in breach: (check one)

☐ All Rights and Remedies: Seller may cancel this Contract pursuant to Lines 309-313 and/or proceed upon any claim o remedy that the Seller may have in law or equity.

☒ Liquidated Damages: The parties agree that it would be impracticable or extremely difficult to fix the actual damages tha Seller would suffer if Buyer fails to perform Buyer's obligations pursuant to this Contract. Therefore, if Buyer breaches this Contract, Seller shall be entitled to the Earnest Money as Seller's sole remedy and Buyer shall be released from any furthe liability to Seller. In such event, this Contract shall be cancelled and Seller shall pay any Escrow Company cancellation fees.

(INITIALS REQUIRED) SELLER SELLER BUYER BUYER

If Seller is in breach:

All Rights and Remedies: Buyer may cancel this Contract pursuant to Lines 309-313, shall be entitled to the return of the Earnest Money and/or proceed upon any claim or remedy that the Buyer may have in law or equity.

Mediation: Buyer and Seller agree to mediate any dispute or claim arising out of or relating to this Contract, any alleged breach o this Contract, or services provided in relation to this Contract, claims for Earnest Money or representations made by the Buyer or Seller in connection with the sale, purchase, financing, condition, or other aspect of the Property to which this Contract pertains, including, without limitation, allegations of concealment, misrepresentation, negligence and/or fraud before resorting to court action. Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. The parties must agree and sign an agreement before any settlement reached at the mediation is binding. Mediation shall take place in the State of Arizona. All mediation costs shall be paid equally by the parties to the Contract.

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

Attorneys Fees and Costs: If Buyer or Seller files suit against the other to enforce any provision of this Contract or for damages sustained by reason of its breach, all parties prevailing in such action, on trial and appeal, shall receive their reasonable attorney's fees and costs as awarded by the court. In addition, both Seller and Buyer agree to indemnify and hold harmless all Brokers against all costs and expenses that any Broker may incur or sustain in connection with any lawsuit arising from this Contract and will pay the same on demand unless the court grants judgment in such action against the party to be indemnified. Costs shall include, without limitation, reasonable attorney's fees, expert witness fees, fees paid to investigators, and court costs.

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

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

Recommendations: If any Broker recommends a builder, contractor, inspector, vendor or any other person or entity to Seller or Buyer for any purpose, such recommendation shall be independently investigated and evaluated by Seller or Buyer, who hereby acknowledge that any decision to enter into any contractual arrangements with any such person or entity recommended by any Broker will be based solely upon such independent investigation and evaluation. Seller and Buyer understand that said contractual arrangement may result in a commission or fee to Broker, which shall be disclosed in writing to the Seller and Buyer as required by law.

ADDITIONAL TERMS

This offer contingent upon Powell and Lendzion to carry back.

This offer contingent upon Arizona Corporation Commission approval, if non- approval all monies t be refunded to buyer.

Caroll Powell to carry back $81,000 on APN # 303-09-013H Christopher Creek Water

Gerald Lendzion to carry back $139,000 on APN # 303-19-041 Gardner Water and APN # 303-09-013H partial carry back for Christopher Creek Water

Seller to carry @ 7% amortized over 15 years. A pre-pay penalty of 7% to be applied on balance du if Buyer pays off note prior to 10 years.

Buyer is a licensed RE agent in Arizona.

All payments to be made to Pioneer Title for disbursement.

Seller to consult for 1 year at no cost to buyer

Seller to provide a list of items pertaining to the business.

Risk of Loss: If there is any loss or damage to the Property between the date of mutual execution of this Contract and the Close o Escrow or possession of the Property, whichever is earlier, by reason of fire, vandalism, flood, earthquake or act of God, the risk of los shall be borne by the Seller, provided, however, that if the cost of repairing such loss or damage would exceed ten percent (10%) o the purchase price, either Seller or Buyer may elect to cancel the Contract by written notice pursuant to lines 309-313.

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

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

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

Broker's Fee: Buyer and Seller each represent and warrant to the other that he/she/it has had no dealings with any person, firm broker or finder in connection with the negotiation of this Contract and/or the consummation of the purchase and sale contemplated herein, other than the Broker(s) named herein, and no Broker or other person, firm or entity, other than saic 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 of either Buyer or Seller. Buyer and Seller do each hereby agree to indemnify, defend, protect and hold the other harmless from and against any costs, expenses or liability for compensation, commission or charges that may be claimed by any broker, finde or other similar party, other than said named Broker(s) by reason of any dealings or act of the indemnifying party.

Compensation: Seller and Buyer acknowledge that Broker(s) shall be compensated for services rendered as previously agreec by separate written agreement(s). Any separate written agreement(s) shall be delivered to Escrow Company for payment at Close of Escrow, if not previously paid, and shall constitute an irrevocable assignment of Seller's proceeds at Close of Escrow and/or payment shall be collected from Buyer as a condition to Close, as applicable. If any Broker hires an attorney to enforce the collection of the brokerage fee payable pursuant to this Contract and is successful in collecting some or all of such brokerage fee, the party(ies) responsible for paying such brokerage fee agree(s) to pay such Broker's costs including, but not limited to: reasonable attorneys' fees, expert witness fees, fees paid to investigators, and court costs. **COMMISSIONS PAYABLE FOR THE SALE, LEASING, OR MANAGEMENT OF PROPERTY ARE NOT SET BY ANY BOARD OR ASSOCIATION OF REALTORS® OR MULTIPLE LISTING SERVICE, OR IN ANY MANNER OTHER THAN BETWEEN THE BROKER AND CLIENT. THE SELLER AND THE BUYER ACKNOWLEDGE THAT THE BROKER(S) REFERENCED HEREIN ARE THIRD-PARTY BENEFICIARIES OF THIS CONTRACT.**

Additional Compensation: The Real Estate Settlement Procedures Act ("RESPA") prohibits the paying or receiving of any fee kickback, or thing of value for the referral of any business related to settlement or closing of a federally regulated mortgag financing, including, but not limited to, any services related to the origination, processing, or funding of a federally regulated mort gage financing, and includes settlement related business. RESPA does not prohibit fees, salaries, compensation, or other payment for services actually performed. If any Broker performs any such services for a fee, Seller and Buyer consent to the payment of this additional compensation as follows: _____

_____

_____

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

Entire Agreement: This Contract, and any addenda and attachments, shall constitute the entire agreement between Seller anc Buyer, and shall supersede any other written or oral agreements between Seller and Buyer. This Contract, including any exten sions of any time periods referenced herein, can be modified only by a writing signed by Seller and Buyer. A fully executed fac simile copy of the entire Contract shall be treated as an original Contract. This Contract and any other documents required by this Contract may be executed and delivered by facsimile and in any number of counterparts, which shall become effective upor delivery as provided for herein. All counterparts shall be deemed to constitute one instrument, and each counterpart shall be deemed an original. The failure to initial any page of this Contract shall not affect the validity or terms of this Contract. Al references to days in this Contract shall be construed as calendar days.

Assignment: Except in the event of a tax-deferred exchange, Buyer shall not assign this Contract without the prior written consent of Seller. Any such assignment shall not release Buyer from Buyer's obligations under this Contract.

Release of Brokers: SELLER AND BUYER HEREBY ACKNOWLEDGE THAT THEY HAVE BEEN AND ARE NOW ADVISED BY THE BROKER(S) TO CONSULT AND RETAIN THEIR OWN EXPERTS TO ADVISE AND REPRESENT THEM CONCERNING THE LEGAL AND INCOME TAX EFFECTS OF THIS CONTRACT, AND THE CONDITION OF THE PROPERTY. SELLER AND BUYER HEREBY EXPRESSLY RELEASE, HOLD HARMLESS AND INDEMNIFY ALL BROKER(S) IN THIS TRANSACTION FROM ANY AND ALL LIABILITY AND RESPONSIBILITY REGARDING THE CONDITION, SQUARE FOOTAGE/ACREAGE, LOT LINES OR BOUNDARIES, VALUE, FINANCING, RENT ROLLS, INCOME AND EXPENSE PROJECTIONS OR PROFORMAS, ENVIRONMENTAL CONDITIONS, SANITATION SYSTEMS, ROOF CONDITION, WOOD INFESTATION AND WOOD INFESTATION REPORT, COMPLIANCE WITH BUILDING CODES, ZONING OR OTHER GOVERNMENTAL REGULATIONS, OR ANY OTHER MATERIAL MATTERS RELATING TO THE PROPERTY.

(INITIALS REQUIRED) _____ BUYER _____ BUYER _____ SELLER _____ SELLER

Time for Acceptance: This is an offer to purchase the Property. Unless acceptance is signed by Seller and a signed copy delivered in person, by private or United States mail, or facsimile, and received by Buyer or by Broker named on Lines 17-18 by: April 24, 2006 at 5:00 AM/PM, Mountain Standard Time, or unless this offer to purchase has been previously withdrawn in writing by Buyer, this offer to purchase shall be deemed withdrawn and the Buyer's Earnest Money shall be returned.

THIS CONTRACT CONTAINS NINE (9) PAGES EXCLUSIVE OF ANY ADDENDA AND ATTACHMENTS. PLEASE ENSURE THAT YOU HAVE RECEIVED AND READ ALL NINE (9) PAGES OF THIS OFFER AS WELL AS ANY ADDENDA AND ATTACHMENTS.

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

_____ BUYER 4-29-06 MO/DA/YR _____ BUYER 4/29 MO/DA/YR

Utility Systems L.L.C. BUYER NAME PRINTED _____ BUYER NAME PRINTED

By: _____

Its: _____

_____ ADDRESS _____ ADDRESS

_____ CITY, STATE, ZIP CODE _____ CITY, STATE, ZIP CODE

Broker: Rim Valley Mountain Properties (COMPANY NAME) _____ (LICENSEE)

_____ (ADDRESS) (TELEPHONE) (FAX) (E-MAIL)

Initials: _____ SELLER _____ SELLER

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ACCEPTANCE

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

424. Listing Broker: _____
(PRINT SALESPERSON'S NAME AND AGENCY CODE) (PRINT FIRM NAME AND OFFICE CODE) (TELEPHONE)

425. Is the agent of (check one): ☐ the Seller exclusively; or ☐ both the Buyer and Seller

426. **Seller Receipt of Copy: The undersigned acknowledge receipt of a copy hereof and grant permission to Broker named**
427. **on Lines 17-18 to deliver a copy to Buyer.**

428. ☐ **Counter Offer is attached**, and is incorporated herein by reference. Seller must sign both the Contract and the
429. Counter Offer. If there is a conflict between this Contract and the Counter Offer, the provisions of the Counter
430. Offer shall be controlling.

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

432. _____ 11/29/04 _____ 11/29/
SELLER MO/DA/YR SELLER MO/DA/YR

433. _____ _____
SELLER'S NAME PRINTED SELLER'S NAME PRINTED

434. By: _____

435. Its: _____

436. _____ _____
ADDRESS ADDRESS

437. _____ _____
CITY, STATE, ZIP CODE CITY, STATE, ZIP CODE

438. **Broker:** _____
(COMPANY NAME) (LICENSEE)

439. _____
(ADDRESS) (TELEPHONE) (FAX) (E-MAIL)

ACCEPTANCE BY ESCROW COMPANY

440. Date of Opening of Escrow: _____

441. The provisions of this Contract are hereby acknowledged and agreed to.

442. Escrow Company: Pioneer Title

443. By: _____

444. Its: _____

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

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