

AGENDA ITEM #7

DATE: September 14, 2022

#7 Station 23:

Community members wish to have the property pulled from the market.

STAFF RECOMMENDATION: Listen to the community's request.

FINANCIAL CONSIDERATION: Could have significant impact if pulled.

SUGGESTED MOTION: Board should listen to community's request. District attorney has advised not to pull the listing. These are just some of the possible motions you can make. You can also make no motion.

I make a motion to direct staff to continue to work with the community as they have been doing but not to remove the properties from listing.

I make a motion to table removing the properties from listing. If Meads Ranch community approaches the board with a proposal we will hear it at that time. (If a motion to table is seconded the discussion is done, no further discussion on the matter should take place after this).



HELLSGATE FIRE DISTRICT

BOARD OF DIRECTORS

NOTICE OF REGULAR MEETING

September 14th, 2022

Pursuant to ARS §38-431.02, notice is hereby given to members of the HFD Governing Board and to the public that the Governing Board will meet in Public Session on Wednesday, September 14th, 2022 at 5:30 PM in the Training Room of Station 21, 80 S. Walters Lane, Star Valley, AZ 85541. Members of the Fire Board and legal counsel may attend either in person or by telephone conference call.

NOTICE: Members of the public may participate through zoom. Meeting ID 864 986 5085.

Link: <https://zoom.us/j/8649865085>

If you have questions for the board you may also submit them to info@hellsgatefire.org.

During this meeting, Board Members may ask questions about, discuss, consider, approve, and/or take possible action on any listed Agenda item and any variable related thereto unless specifically otherwise indicated (such as under Public Forum). *HFD may vote to go into Executive Session, which will not be open to the public, on any agenda item pursuant to ARS §38-431.03(A)(3) for legal advice with the Fire District Attorney on the matter(s) set forth in the agenda. **All Agenda items are set for possible action.***

Public Input: Citizens may make oral comments on specific Agenda items or any topic relevant to District business during the public forum. Citizens who wish to speak should complete a Request to Address form, indicating the topic they intend to address. Citizens may submit written comments of any length to the Fire Board. Notice: Public comment is encouraged, but it is important that everyone demonstrate the appropriate decorum, courtesy and respect during the meeting. Please treat your fellow citizens with courtesy. Outbursts, interruptions, and personal attacks will not be tolerated.

~ AGENDA ~

- 1. CALL TO ORDER**
- 2. ROLL CALL OF BOARD MEMBERS**
- 3. PLEDGE OF ALLEGIANCE**
- 4. APPROVAL OF MINUTES**
 - a) Regular Minutes of August 17th, 2022
- 5. REPORTS & CORRESPONDENCE** – In accordance with ARS §38-431.02(K), the Board shall not propose, discuss, deliberate, or take legal action on any matter unless that specific matter is properly identified on the agenda. Therefore, action taken as a result of a report will be limited to directing staff to study the matter or scheduling the matter for further consideration and decision at a later date in the following summaries:



HELLSGATE FIRE DISTRICT

BOARD OF DIRECTORS

NOTICE OF REGULAR MEETING

September 14th, 2022

a) Chiefs Report – Chief Morey Morris

- Assignments
- Agreements
- Funding
- Stations
- Equipment
- Awards & Recognition

6. FINANCIAL REPORTS

- a) Review and Approval of Financial Reports for August 2022.

7. STATION 23 – Meads Ranch Community Proposal

- a) Board to hear proposal from Meads Ranch Community regarding the two properties for sale.
b) Board to discuss removing the two properties for sale until 2023 to work with the community.
c) **POSSIBLE ACTION:** Discussion, Motion or Table

8. PUBLIC FORUM

Speakers are limited to a three-minute oral presentation and may submit written comments of any length for Board files. Board Members may not discuss items that are not specifically identified on the Agenda. Therefore, pursuant to ARS §38-43101(G), Board action taken as a result of public comment is limited to directing staff to study the matter, responding to any criticism, or scheduling the matter for further consideration and decision at a later date.

9. ADJOURNMENT

Angie Lecher, On behalf and with Permission of Board Clerk, Nick Fitch

Nick Fitch, Clerk of the Board

HFD Training Room is accessible to the handicapped. In compliance with Americans with Disabilities Act, those with special needs, such as large print or other reasonable accommodations, may request them by calling 928-474-3835.

Posted by: Angie Lecher

Date: 9/13/2022

Time: 3:30 PM

**HELLSGATE FIRE DISTRICT
FIRE BOARD
REGULAR MEETING
August 17th, 2022**

MINUTES

1. CALL TO ORDER

Board Chairman Monnich called the Fire Board Meeting to order on Wednesday, August 17th, 2022 at 5:29 PM at the Hellsgate Fire Department Station 21, 80 S. Walters Lane, Star Valley, Arizona.

2. ROLL CALL

Members Present: Board Chairman Garah Monnich, Board Vice Chairman Jeff Shaw, and Board Member Cody Plante

Members Absent: Board Clerk Nick Fitch

Staff: Chief Morey Morris and Business Manager Angie Lecher

Public: Cris Lecher, Sarah Roberson, Brian Wiggins, Dusty Marsh, and Kara Shaw

3. PLEDGE OF ALLEGIANCE

4. APPROVAL OF MINUTES

A. Regular Meeting Minutes of July 20th, 2022

- Board Vice Chairman Shaw made a **Motion** to approve the regular meeting minutes for regular meeting minutes for July 20th. Board Member Plante seconded the motion.

AYES: Monnich, Shaw, Plante

NAYS: None

5. REPORTS AND CORRESPONDENCE

A. Chief's Report

Chief Morris discussed the activities of the fire department for the month of July.

B. Awards & Recognition

Birthday and hire dates were shared for the month of August.

6. FINANCIAL REPORTS

A. Approval of Financial Reports for July 2022

- Board Member Plante made a **Motion** to approve the financial reports for July 2022 as presented by Business Manager Lecher. Board Vice Chairman Shaw seconded the motion.

AYES: Monnich, Shaw, Plante

NAYS: None

**HELLSGATE FIRE DISTRICT
FIRE BOARD
REGULAR MEETING
August 17th, 2022**

7. STATION 23 – Station 23 Lease/Sale

- A. Board discussed the lease agreement issues along with sale value of Station 23 in Mead/Collins Ranch.
- B. Board discussed the impact to services.
 - Board Vice Chairman Shaw made a **Motion** to approve the list the two properties for \$275,000 with Realty Executives and approach Payson Water Company. Board Member Plante seconded the motion.
AYEAS: Monnich, Shaw, Plante
NAYS: None

8. PUBLIC FORUM

Dusty Marsh thanked the district for acquiring grants for radios. Kara Shaw asked what if someone else purchases the property.

9. ADJOURNMENT

Board Chairman Monnich called for an adjournment.

- Board Vice Chairman Shaw made a **Motion** to adjourn the meeting. Board Member Plante seconded the motion.
AYES: Monnich, Shaw, Plante
NAYS: None

The meeting was adjourned at 6:26 PM

Respectfully Submitted, Angie Lecher, Business Manager



CHIEF'S REPORT

September 14, 2022

Correspondence

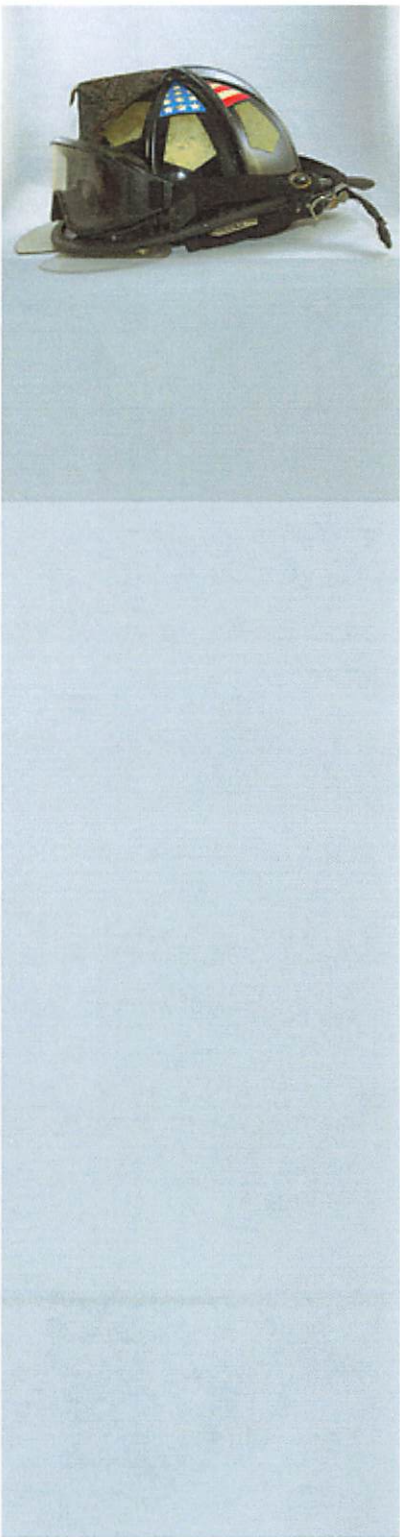


- Hireversaries: Garrett Turley 2 years of service on 9-30-22
- Birthdays: Jeff Yungkans 9-14; Dean Donaldson 9-16; Mark Hansen 9-28; Angie Lecher 10-9



Statistic Report

- Total Calls For the Month of August: 59
YTD(8-31-22): 383
Mutual/Auto Aid Calls Received: 4 Given: 8
EMS: 37 Fire: 2 HazMat: 0 WL: 0 Spc Duty: 7 Still: 0
Tonto Village- 1
- Building Plans Reviewed for Aug: 0 for 0 sf
YTD(8-31-22): 19 for 33,841 sf
- Water Usage for August: 0 gallons
YTD(8-31-22): 4,000 gallons



Staffing Report

- Full Time Suppression Personnel: 6 (no changes)
 - 1 previously injured has had surgery to repair damages
- Full Time Administration Personnel: 1 (no changes)
- Part Time Administrative Personnel: 1 (no changes)
- Reserve Personnel: 15 (no changes)



Wildland Report

- Wildland Crews in Texas
 - crew swap in Aug (28-day deployment)
- New Assignment in CA
 - Crew headed to CA 8-31





Grant Report

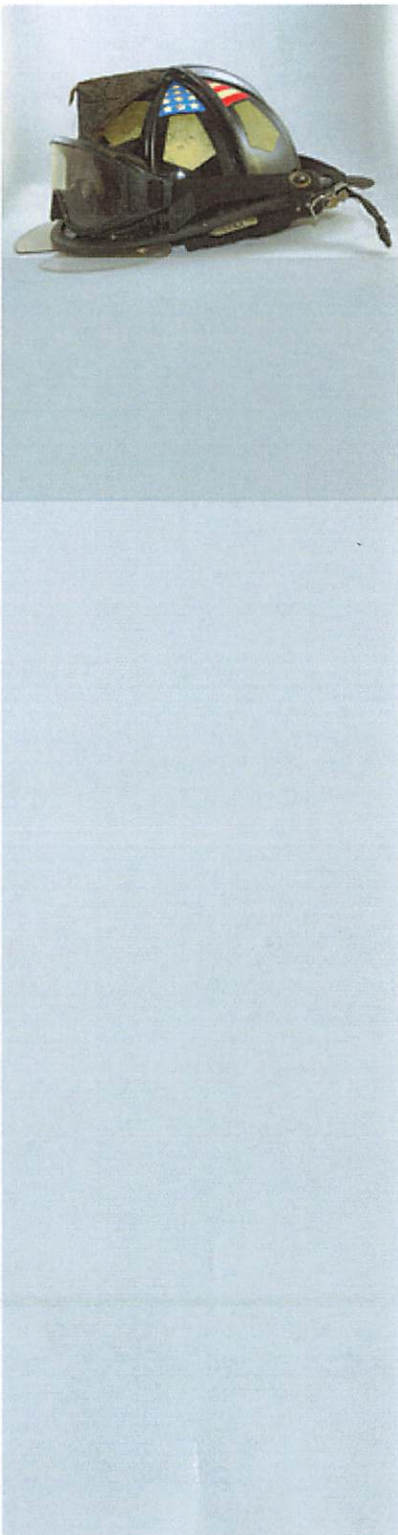
- Received notification from 100 Club that we were successful in receiving \$10,000.00 for three new sets of PPE
- Received notification from MHA that we were successful in receiving \$6,000.00 to \$7,000.00 for medic class student
- Received an additional \$6,875.30 from a Private Foundation to cover the additional costs for the new $\frac{3}{4}$ ton 4x4 crew cab pickup
- Received notification from Salt River Indian Community for \$36,565.88 for new mobile and portable radios (replacements)
- Applied to the Tohono O'odham Nation for \$25,195.02 for hearing protection/intercom system for three apparatus
- Awarded Gila River Indian Community for \$36,696.87 for new mobile and portable radios (replacements)
- Applied for \$8,200.00 from Gila County for a county-wide hazmat program that will fund CGIs and training



Purchases with Grant Money

- New 3/4 Ton 4X4 Chevy Silverado to be picked up on Friday Sept 16, 2022



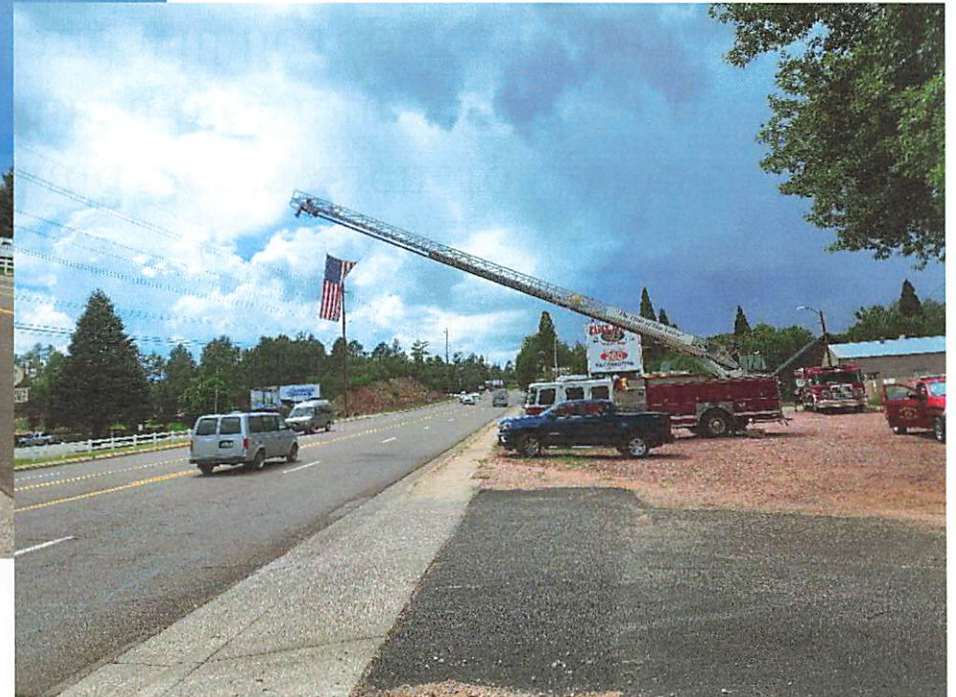


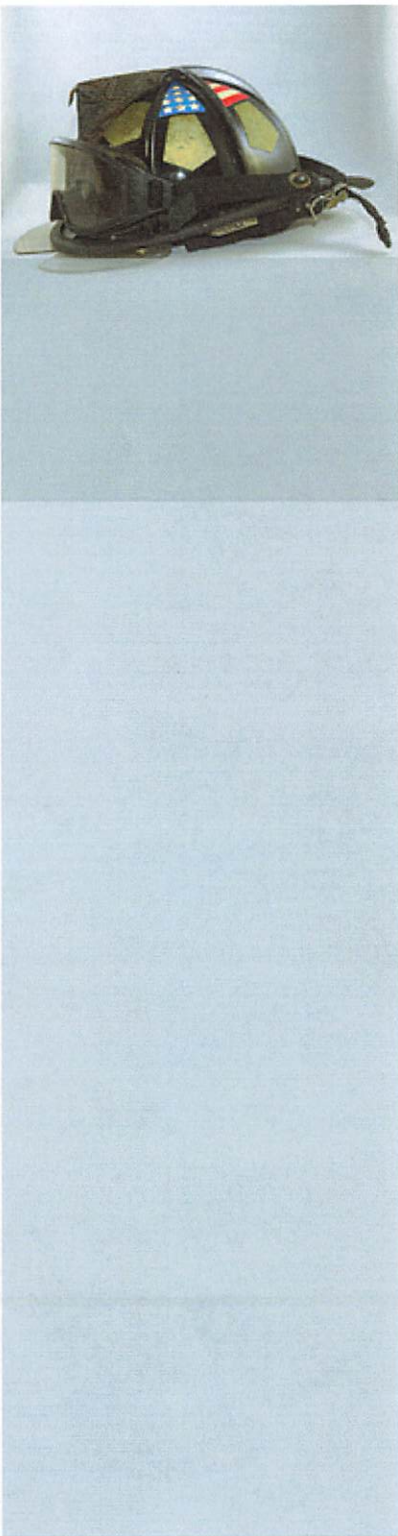
Major Call Activity Report

- 1st Alarm Structure Fire to 1304 N. Beeline, Payson
- Special Duty to AZ260 on Aug 23



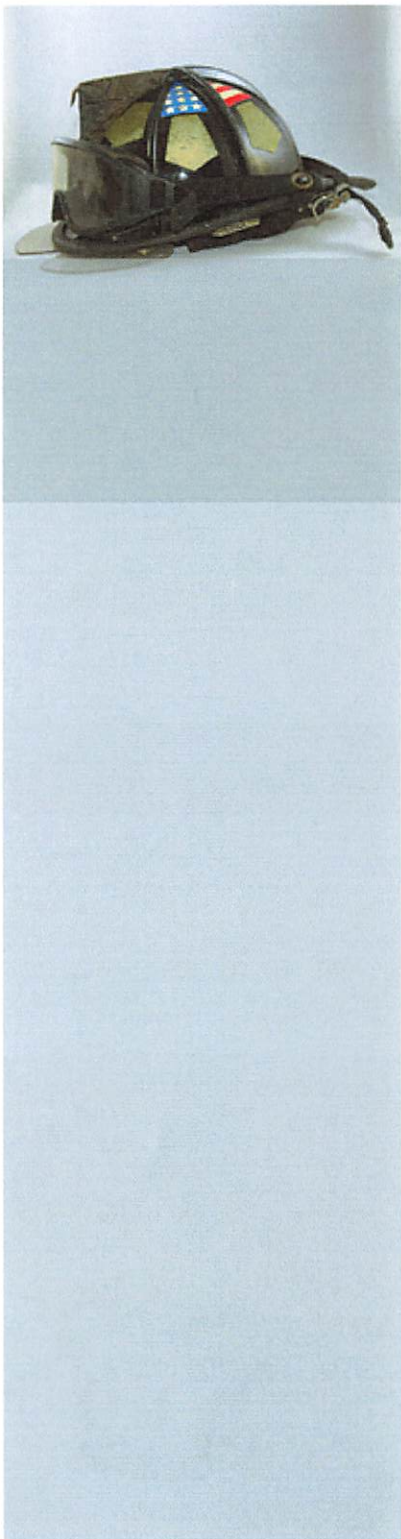
Vietnam Wall Memorial





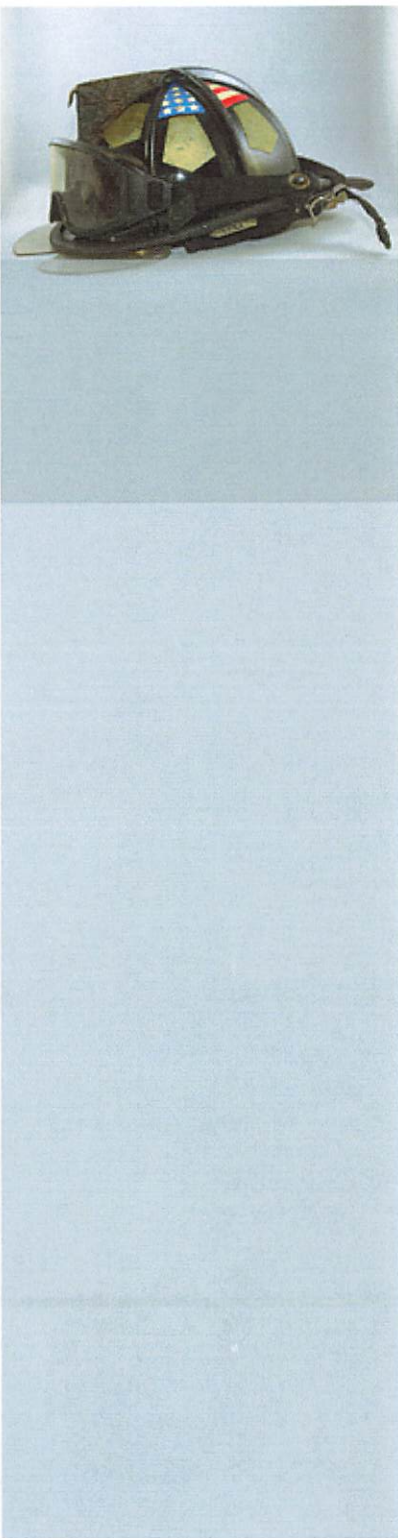
Vehicle Maintenance Report

- On going repairs being performed by staff, mechanics and shops.
 - Radio issue with BR226- purchased new 5000 channel BK radio from future Gila River Funding- will install later this month
 - BR216 (on Wildland Deployment to CA)- issue with pump motor- found a blown fuse; all rear tires are over 9 years old and will be replaced when BR216 returns



Legislative Update Report

- Citizen's Initiative –it is now called Proposition 310 and will be on the Nov 8, 2022 ballot
 - Angie Lecher has created the “Do you know” series about Fire Districts in the State of AZ and specifically about Hellsgate Fire
 - PFFA has started the campaign to educate and inform Arizona's voters
 - Need to continue to let our citizens know about the need that exists

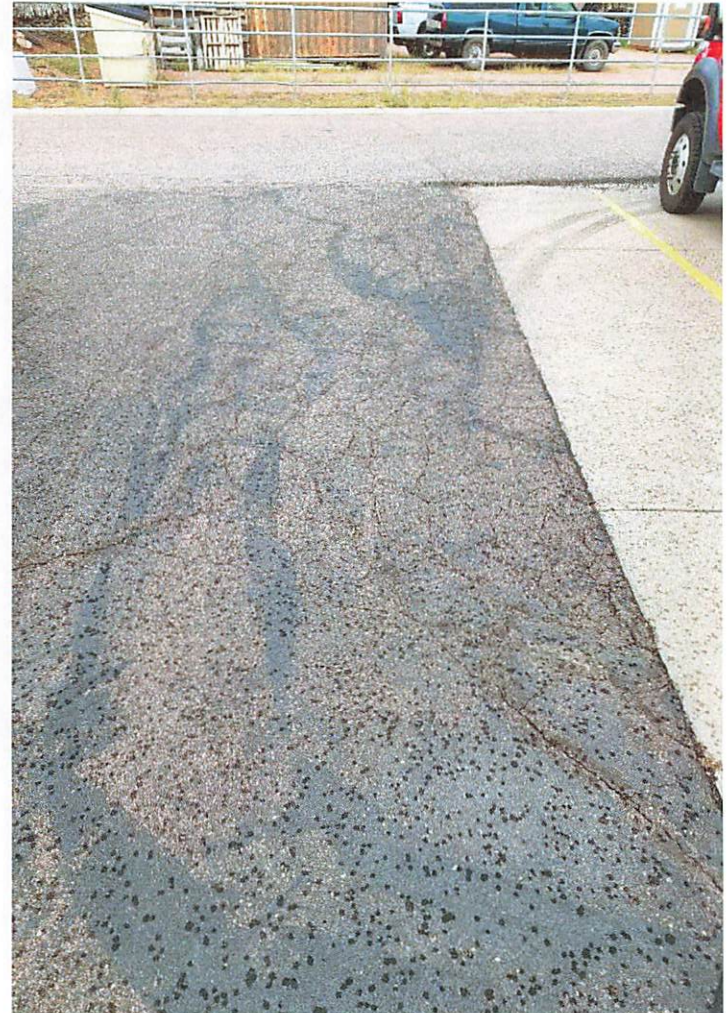


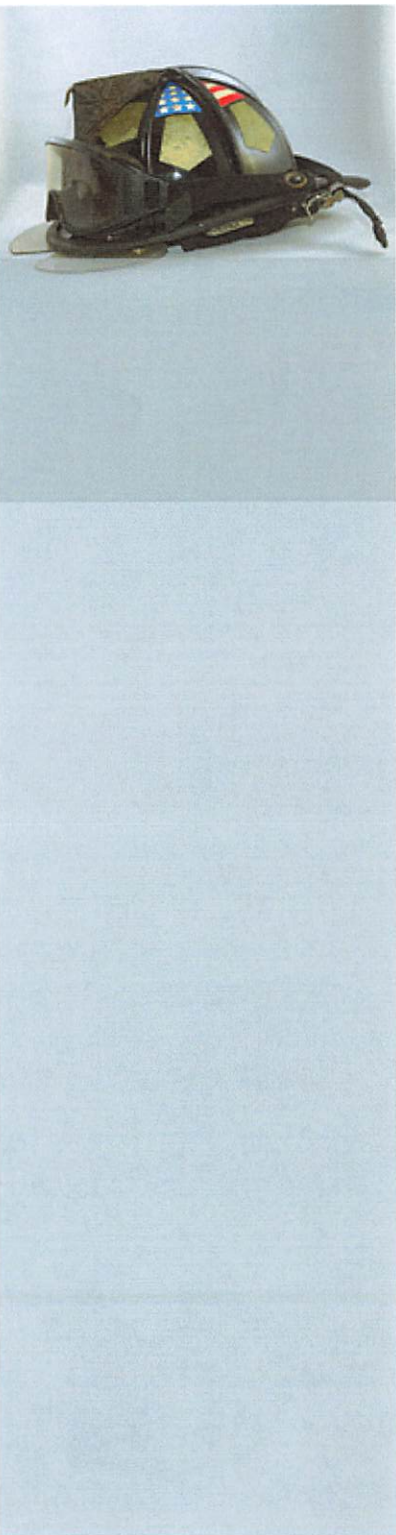
Facilities

- FS21
 - Parking Lot
 - Getting quotes from asphalt companies to repair cracks, damage, seal coat and stripe
 - Gutters
 - Getting Quotes for gutters and snow blocks
- FS22
 - South driveway
 - Partial repairs done by Gila County



Facilities, FS21





Facilities

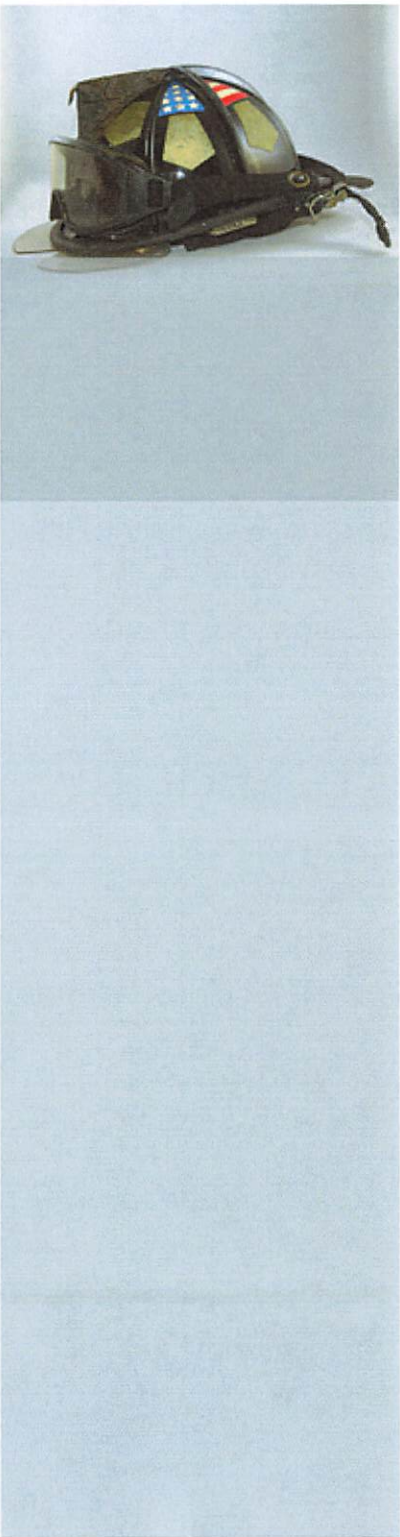
- FS22- continued





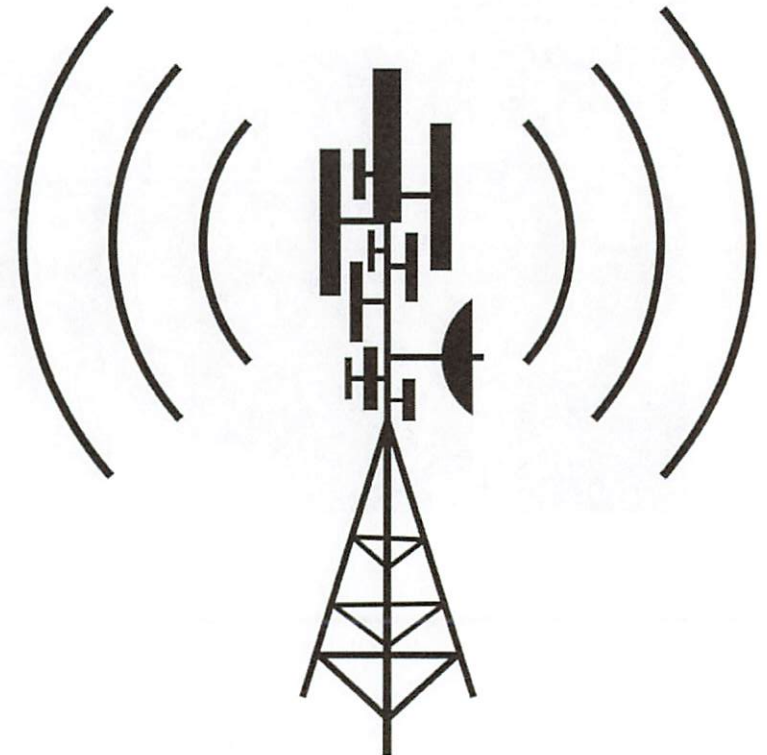
Facilities- FS22





Cell Tower Report

- Construction is on-going
- Currently at 15% completion





Cell Tower Report





Cell Tower, cont.





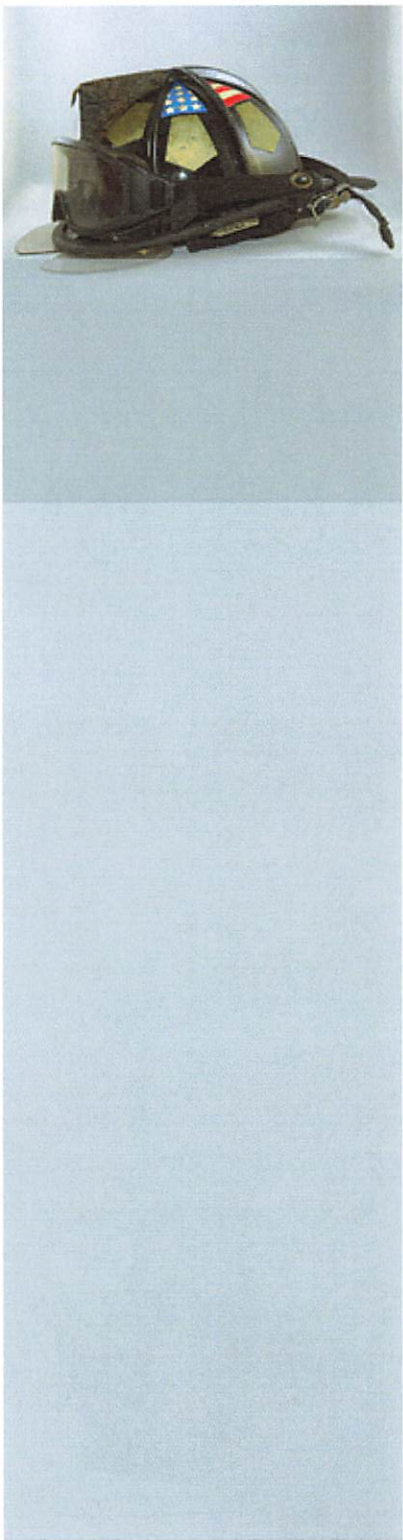
Cell Tower, Cont





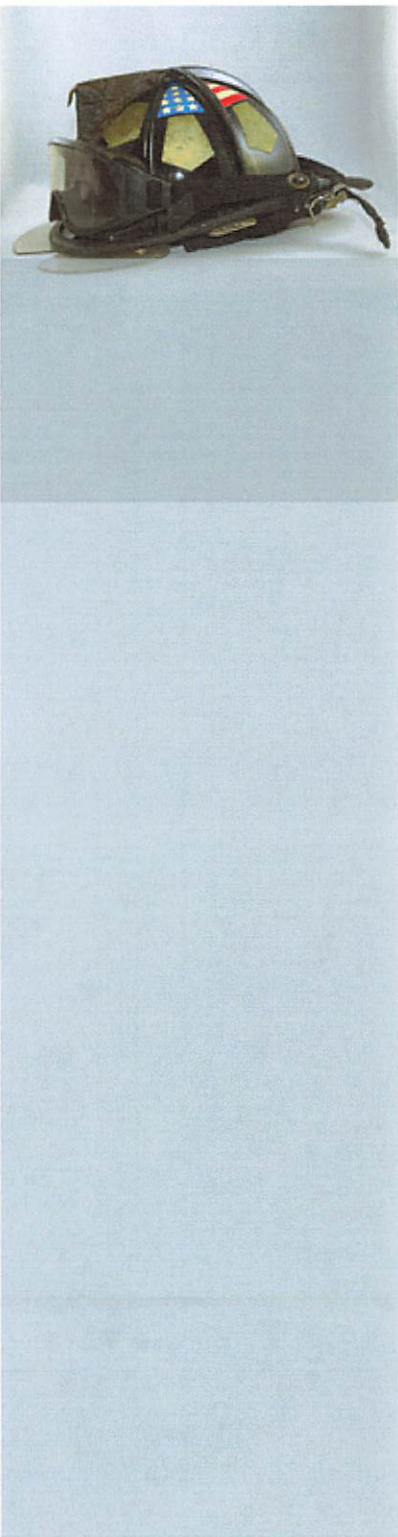
Cell Tower, cont.





Cell Tower, Cont





Fire Station 23

- Stifel
- Proposed sale
- Possible lease
- Well registration
- Easements
- Discussion tonight

COMMERCIAL REAL ESTATE PURCHASE CONTRACT

Document updated:
February 2019



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: JW Water Holdings, LLC
BUYER'S NAME(S)
- 2. SELLER: Tonto Village Fire Dept 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: 1177 N Mountain View Terrace
 - 5. City: Payson County: Gila AZ, Zip Code: 85541
 - 6. Assessor's Parcel #(s): 302-22-065B
 - 7. Legal Description: See attached To be provided by Escrow Company As follows:
 - 8. See Addendum to Real Estate Listing Agreement
 - 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. \$ 15,000.00 Full Purchase Price, paid as outlined below.
 - 29. \$ 3,000.00 Earnest money _____
 - 30. \$ _____ Additional Earnest money _____
 - 31. \$ 12,000.00 additional cash or certified funds due on or before close of escrow
 - 32.
 - 33.
 - 34.

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- 1e. 35. **Earnest Money** is in the form of: Check Wire Transfer Other: _____
- 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: August 31, 2022 at 11:30 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 Financing
- 48. 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. _____
ESCROW COMPANY CONTACT PERSON
- 52. _____
ADDRESS CITY STATE ZIP CODE
- 53. _____
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: October 13 2022 ("COE Date"). If Escrow Company or recorder's office
- 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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SELLER	SELLER	<Initials	JW	Initials>	BUYER BUYER

2. DISCLOSURE

- 2a. 74. **Commercial Seller's Property Disclosure Statement ("SPDS"):** Seller shall deliver a completed Arizona REALTORS®
- 75. Commercial SPDS form to Buyer within five (5) days after Contract acceptance. Buyer shall provide notice of any SPDS items
- 76. disapproved within the Due Diligence Period or five (5) days after receipt of the SPDS, whichever is later.

- 2b. 77. **Additional Seller Disclosures and Information:** Seller shall provide to Buyer the following disclosures and information pertinent
- 78. to the Property in writing within ten (10) days or _____ days after Contract acceptance:
 - 79. • documents referencing any known pending special assessments, association fees, claims, or litigation;
 - 80. • copies of covenants, conditions, restrictions, articles of incorporation, by-laws, other governing documents, and any other
 - 81. documents required by law;
 - 82. • financial statements, copies of current rent rolls, lists of current deposits, personal property lists, copies of leases (e.g.,
 - 83. billboard, cell tower, laundry, trade fixtures), rental agreements, and service contracts;
 - 84. • a copy of the most recent survey, if available;
 - 85. • any and all notices regarding Seller or Tenant bankruptcy, probate or insolvency proceedings;
 - 86. • any and all notices of violation(s) of City, County, State or Federal building, zoning, fire, health laws, codes, statutes,
 - 87. ordinances, regulations, or rules filed or issued regarding the Property; and
 - 88. • any and all other agreements, documents, studies, or reports relating to the Property in Seller's possession or control
 - 89. provided, however, that Seller shall not be required to deliver any report or study if the written contract that Seller entered
 - 90. into with the consultant who prepared such report or study specifically forbids the dissemination of the report to others.

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

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

- 2c. 96. **Affidavit of Disclosure:** If the Property is located in an unincorporated area of the county, and five (5) or fewer parcels of property
- 97. other than subdivided property are being transferred, Seller shall deliver a completed Affidavit of Disclosure in the form required
- 98. by law to Buyer within five (5) days after Contract acceptance. Buyer shall provide notice of any Affidavit of Disclosure items
- 99. disapproved within the Due Diligence Period or five (5) days after receipt of the Affidavit of Disclosure, whichever is later.

- 2d. 100. **Changes During Escrow:** Seller shall immediately notify Buyer: (i) of any changes to the Property or disclosures made herein,
- 101. in the SPDS, or otherwise; (ii) if Seller modifies any existing lease or other agreement affecting the Property; or (iii) if Seller
- 102. enters into any new leases, rental agreements, service contracts or other agreements affecting the Property. Such notice shall be
- 103. considered an update of the SPDS. Unless Seller is already obligated by this Contract or any amendments hereto, to correct or
- 104. repair the changed item disclosed, Buyer shall be allowed five (5) days after delivery of such notice to provide notice of disapproval
- 105. 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. 107. **Swimming Pool Barrier Regulations:** During the Due Diligence Period, Buyer agrees to investigate all applicable state, county,
- 108. and municipal Swimming Pool barrier regulations and agrees to comply with and pay all costs of compliance with said regulations
- 109. prior to occupying the Property, unless otherwise agreed in writing. If the Property contains a Swimming Pool, Buyer acknowledges
- 110. receipt of the Arizona Department of Health Services approved private pool safety notice.

111. (BUYER'S INITIALS REQUIRED) JW _____
 BUYER BUYER

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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)**  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.

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- 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).

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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 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 Buyer from any particular title company.
- 289.
- 290.
- 6j. 291. **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 COE 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.
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7. WARRANTIES

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

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. [X] 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) _____ SELLER SELLER [W] 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

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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.

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SELLER	SELLER

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Initials>

JW	
BUYER	BUYER

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- 9g. 413. **Compensation:** Seller and Buyer acknowledge that Broker(s) shall be compensated for services rendered as previously agreed
- 414. by separate written agreement(s). Any separate written agreement(s) shall be delivered to Escrow Company for payment at COE, if
- 415. not previously paid, and shall constitute an irrevocable assignment of Seller's proceeds at COE and/or payment shall be collected
- 416. from Buyer as a condition to Close, as applicable. If any Broker hires an attorney to enforce the collection of the brokerage fee
- 417. payable pursuant to this Contract and is successful in collecting some or all of such brokerage fee, the party(ies) responsible for
- 418. paying such brokerage fee agree(s) to pay such Broker's costs including, but not limited to: reasonable attorneys' fees, expert
- 419. witness fees, fees paid to investigators, and court costs. Commissions payable for the sale, leasing, or management of Property
- 420. are not set by any board or association of REALTORS® or multiple listing service, or in any manner other than between the 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 _____  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.

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Commercial Real Estate Purchase Contract >>

9p. 456. Broker on behalf of Buyer:

457. Sarah Roberson sr941 SA701632000
 PRINT AGENT'S NAME AGENT MLS CODE AGENT STATE LICENSE NO.

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

459. Realty Executives Arizona Territory re213
 PRINT FIRM NAME FIRM MLS CODE

460. 611 S Beeline Highway Payson AZ 85541 LC640973018
 FIRM ADDRESS CITY STATE ZIP CODE FIRM STATE LICENSE NO.

461. sarahroberson@realtyexecutives.com 928-963-1035
 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 copy hereof.

465. JW Water Holdings, LLC 08/31/2022
 BUYER'S SIGNATURE MO/DA/YR BUYER'S SIGNATURE MO/DA/YR

466. JW Water Holdings, LLC
 BUYER'S NAME PRINTED BUYER'S NAME PRINTED

467. BY _____ ITS _____

468. 7581 E Academy Blvd. Suite 229
 ADDRESS ADDRESS

469. Denver CO 80230
 CITY STATE ZIP CODE CITY STATE ZIP CODE

10. SELLER ACCEPTANCE

10a. 470. Broker on behalf of Seller:

471. Sarah Roberson sr941 SA701632000
 PRINT AGENT'S NAME AGENT MLS CODE AGENT STATE LICENSE NO.

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

473. REALTY EXECUTIVES ARIZONA TERR re213
 PRINT FIRM NAME FIRM MLS CODE

474. 611 S. BEELINE HWY PAYSON AZ 85541 LC640973018
 FIRM ADDRESS CITY STATE ZIP CODE FIRM STATE LICENSE NO.

475. sarahroberson@realtyexecutives.com 928-963-1035
 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 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 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. Tonto Village Fire Dept AKA Hellsgate Fire Dept
 SELLER'S NAME PRINTED SELLER'S NAME PRINTED

483. BY _____ ITS _____

484. 80 S Walters Lane
 ADDRESS ADDRESS

485. Star Valley AZ 85541
 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

BUYER ATTACHMENTDocument updated:
October 2019

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

Document updated:
October 2019



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: JW Water Holdings, LLC
BUYER'S NAME(S)
- 2. SELLER: Tonto Village Fire Dept. AKA Hallelgate Fire Dept. 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: 398 N Brooke Lane Zoning: GU
- 6. Assessor's #(s): 302-22-062
- 7. City: Payson County: Gila AZ, Zip Code: 85541
- 8. Legal Description: Section:32Township:11.5N Range:11.5E TRACT "B", FORBET HOMES, PLAT 166 NW4 NB45RC 32 T11.5N R11 or see attached legal description.
- 1c. 9. \$ 1,000.00 Full Purchase Price, paid as outlined below
- 10. \$ 250.00 Earnest money
- 11. \$ 750.00 additional cash or certified funds due on or before close of escrow
- 12. \$ _____
- 13. _____
- 1d. 14. **Incidental Improvements:** Buyer is purchasing the Property as vacant land. Any improvements, fixtures and appurtenances thereon or incidental thereto, are being transferred in their existing condition ("AS IS") and Seller makes no warranty to Buyer, 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 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 documents, and perform all other acts necessary in sufficient time to allow COE to occur on
 - 27. October 13, 2022 ("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



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- 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 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. cash
 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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- 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. Pioneer Title Agency 928-474-3235
 "ESCROW/TITLE COMPANY" PHONE

86. _____
 FAX EMAIL

87. 421 S Beeline Highway
 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 _____ 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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6d. 221. **Insurance: IF INSURANCE IS A MATERIAL MATTER TO THE BUYER, BUYER SHALL APPLY FOR AND OBTAIN WRITTEN CONFIRMATION OF THE AVAILABILITY AND COST OF INSURANCE FOR THE PROPERTY FROM BUYER'S INSURANCE COMPANY DURING THE DUE DILIGENCE PERIOD.** Buyer understands that any fire, casualty, or other 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 treatment system. If the Property is served by a conventional septic tank or alternative system, the AAR On-site Wastewater 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 BUYER, IT MUST BE INVESTIGATED DURING THE DUE DILIGENCE PERIOD.**

230. (BUYER'S INITIALS REQUIRED) JW BUYER BUYER

6f. 231. **Site/Soil Evaluation For Installation of On-site Wastewater Treatment Facility:** If the suitability of the Property for installation of an on-site wastewater treatment facility (conventional septic tank or alternative system) and associated costs are material to the Buyer, Buyer shall complete a site/soil evaluation and investigate all on-site wastewater treatment facility installation costs within the Due Diligence Period. **NOTE: Buyer is advised that the site/soil evaluation is not binding on the State-delegated County agency in any future permitting decision as to the suitability of the design or type of facility for the Property.**

6g. 237. **LAND DIVISIONS: LAND PROPOSED TO BE DIVIDED FOR PURPOSES OF SALE OR LEASE IS SUBJECT TO STATE, COUNTY AND MUNICIPAL LAWS, ORDINANCES AND REGULATIONS. IF STATE, COUNTY AND MUNICIPAL REQUIREMENTS RELATING TO THE DIVISION OR SPLITTING OF THE PROPERTY ARE A MATERIAL MATTER TO THE BUYER, THEY MUST BE VERIFIED BY BUYER DURING THE DUE DILIGENCE PERIOD. BROKER(S) HAVE MADE NO REPRESENTATIONS, EXPRESS OR IMPLIED, REGARDING THE ABILITY TO DIVIDE OR SPLIT THE PROPERTY.**

242. (BUYER'S INITIALS REQUIRED) JW BUYER BUYER

6h. 243. **ROADS: IF ROADWAYS, COST AND RESPONSIBILITY FOR ROAD MAINTENANCE, IMPROVEMENTS OR ACCESS IS A 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 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 Survey Minimum Standards".

6j. 250. Survey instructions are:

- 251. A boundary survey and survey plat showing the corners either verified or monumentation.
- 252. A survey certified by a licensed surveyor, acceptable to Buyer and the Title Company, in sufficient detail for an American Land Title Association ("ALTA") Owner's Policy of Title Insurance with boundary, encroachment or survey exceptions and showing all improvements, utility lines and easements on the Property or within five (5) feet thereof.
- 253. Other survey terms:

257. (BUYER'S INITIALS REQUIRED) JW BUYER BUYER

6k. 262. **WELL WATER/WATER RIGHTS: IF WELL WATER/WATER RIGHTS IS/ARE A MATERIAL MATTER TO THE BUYER, IT MUST BE VERIFIED BY BUYER DURING THE DUE DILIGENCE PERIOD.**

6l. 264. **BUYER ACKNOWLEDGMENT: BUYER RECOGNIZES, ACKNOWLEDGES AND AGREES THAT BROKER(S) ARE NOT QUALIFIED, NOR LICENSED, TO CONDUCT DUE DILIGENCE WITH RESPECT TO THE PROPERTY OR THE SURROUNDING AREA. BUYER IS INSTRUCTED TO CONSULT WITH QUALIFIED LICENSED PROFESSIONALS TO ASSIST IN BUYER'S DUE DILIGENCE EFFORTS. BECAUSE CONDUCTING DUE DILIGENCE WITH RESPECT TO THE PROPERTY AND SURROUNDING AREA IS BEYOND THE SCOPE OF THE BROKERS EXPERTISE AND LICENSING, BUYER EXPRESSLY RELEASES AND HOLDS HARMLESS BROKER(S) FROM LIABILITY FOR ANY DEFECTS OR CONDITIONS THAT COULD HAVE BEEN DISCOVERED BY INSPECTION OR INVESTIGATION.**

271. (BUYER'S INITIALS REQUIRED) JW BUYER BUYER

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SELLER SELLER <Initials

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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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SELLER	SELLER

<Initials

Initials>

	
BUYER	BUYER



Vacant Land/Lot Purchase Contract >>

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

- 8a. 331.
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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


<Initials

Initials>

	
BUYER	BUYER




Vacant Land/Lot Purchase Contract >>

- 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. 372. If Buyer is obligated to pay Broker(s), payment shall be collected from Buyer as a condition of COE. COMMISSIONS PAYABLE 373. FOR THE SALE, LEASING, OR MANAGEMENT OF PROPERTY ARE NOT SET BY ANY BOARD OR ASSOCIATION OF 374. REALTORS®, OR MULTIPLE LISTING SERVICE, OR IN ANY MANNER OTHER THAN BETWEEN THE 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 wire transfer 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 BUYER
- 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 September 2, 2022 at 11:30 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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SELLER	SELLER
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BUYER	BUYER



Vacant Land/Lot Purchase Contract >>

8q. 418. Broker on behalf of Buyer:

419. Sarah Roberson sr941 SA701632000
PRINT SALESPERSON'S NAME AGENT MLS CODE AGENT STATE LICENSE NO.

420. Realty Executives Arizona Territory re213
PRINT FIRM NAME FIRM MLS CODE

421. 611 S Beeline Highway Payson AZ 85541 LC640973018
FIRM ADDRESS STATE ZIP CODE FIRM STATE LICENSE NO.

8r. 422. 928-963-1035 sarahroberson@realtyexecutives.com
PREFERRED TELEPHONE FAX EMAIL

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

8s. 424. the Buyer; the Seller; or both the Buyer and Seller

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

427. JW Water Holdings, LLC 08/31/2022
^{Authentic:} ^ BUYER'S SIGNATURE MO/DA/YR ^ BUYER'S SIGNATURE MO/DA/YR
JW Water Holdings, LLC

428. 7581 E Academy Blvd. Suite 229
ADDRESS ADDRESS

429. Denver CO 80230
CITY, STATE, ZIP CODE CITY, STATE, ZIP CODE

9. SELLER ACCEPTANCE

9a. 430. Broker on behalf of Seller:

431. Sarah Roberson 140089941 SA701632000
PRINT SALESPERSON'S NAME AGENT MLS CODE AGENT STATE LICENSE NO.

432. REALTY EXECUTIVES ARIZONA TERR 140003213
PRINT FIRM NAME FIRM MLS CODE

433. 611 S. BEELINE HWY PAYSON AZ 85541 LC640973018
FIRM ADDRESS STATE ZIP CODE FIRM STATE LICENSE NO.

434. 928-963-1035 sannerson00@gmail.com
PREFERRED TELEPHONE FAX EMAIL

9b. 435. Agency Confirmation: The Broker named in Section 9a above is the agent of (check one):

436. the Seller; or both the Buyer and Seller

9c. 437. The undersigned agree to sell the Premises on the terms and conditions herein stated, acknowledge receipt of a
438. copy hereof and grant permission to Broker named in Section 9a to deliver a copy to Buyer.

439. Counter Offer is attached, and is incorporated herein by reference. Seller should sign both this offer and the Counter Offer.

440. If there is a conflict between this offer and the Counter Offer, the provisions of the Counter Offer shall be controlling.

441. ^ SELLER'S SIGNATURE MO/DA/YR ^ SELLER'S SIGNATURE MO/DA/YR

442. Tonto Village Fire Dept AKA Hellsgate Fire Dept
SELLER'S NAME PRINTED SELLER'S NAME PRINTED

443. 80 S. Walters Lane
ADDRESS ADDRESS

444. Star Valley AZ 85541
CITY, STATE, ZIP CODE CITY, STATE, ZIP CODE

OFFER REJECTED BY SELLER: _____ MONTH _____ DAY _____ YEAR (SELLER'S INITIALS)

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





HELLSGATE FIRE DISTRICT

80 S. Walters Lane
Star Valley, AZ 85541



Monthly Financial Report – August 2022

Attached are the following for your information and review:

1. Balance Sheet as of August 31, 2022
2. Reconciliation Reports for all accounts as of August 31, 2022
3. Income Statement of Revenues and Expenditures for July 2022 including budget to actual and year-to-date balances.
4. 2022 Wildland Billing review.

Key Points:

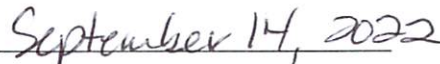
- Captain Doss remains on workman's comp injury leave. Shifts are covered with reserves until November.
- Apparatus repairs are hitting the budget hard right now. Continued efforts to do regular maintenance is in progress. Will keep the board up to date as this progresses.
- Three assignments were accepted in August. Engine Boss Yungkans took a type 6 assignment in Texas. Engine Boss Ceja did a crew swap with him for an additional 14 day assignment. Engine Boss Yungkans took a type 6 assignment to California and is finishing up his 14 days this week.

Please contact the Business Manager at (928)474-3835 or alecher@hellsgatefire.org for any questions or concerns regarding this report.

This report and the attached detail reports have been reviewed and approved by the Fire Board.



Board Clerk



Date

Hellsgate Fire District
Balance Sheet Prev Year Comparison
 As of August 31, 2022

	<u>Aug 31, 22</u>	<u>Aug 31, 21</u>	<u>\$ Change</u>	<u>% Change</u>
ASSETS				
Current Assets				
Checking/Savings				
BENEFIT 920 ACCOUNT	51,964.05	51,566.72	397.33	0.77%
CAPITAL 845 ACCOUNT	125,934.11	125,092.47	841.64	0.67%
ENTERPRISE 876 ACCOUNT	380.00	380.00	0.00	0.0%
PAYROLL CHASE ACCOUNT	45,169.57	116,496.40	-71,326.83	-61.23%
PSPRS 890 CONTINGENCY ACCOUNT	313,475.79	0.00	313,475.79	100.0%
WARRANTS 830 ACCOUNT	563,503.56	112,571.06	450,932.50	400.58%
Total Checking/Savings	<u>1,100,427.08</u>	<u>406,106.65</u>	<u>694,320.43</u>	<u>170.97%</u>
Total Current Assets	<u>1,100,427.08</u>	<u>406,106.65</u>	<u>694,320.43</u>	<u>170.97%</u>
TOTAL ASSETS	<u><u>1,100,427.08</u></u>	<u><u>406,106.65</u></u>	<u><u>694,320.43</u></u>	<u><u>170.97%</u></u>
LIABILITIES & EQUITY				
Liabilities				
Current Liabilities				
Other Current Liabilities				
Direct Deposit Liabilities	-12.50	-7,527.83	7,515.33	99.83%
Payroll Liabilities				
AFLAC	66.66	14.88	51.78	347.98%
ASRS	1,671.86	0.00	1,671.86	100.0%
AZ Revenue	0.00	-209.92	209.92	100.0%
Dental	306.90	389.89	-82.99	-21.29%
IRS	-27.53	-2,056.55	2,029.02	98.66%
Liberty National	39.34	39.34	0.00	0.0%
Medical	379.37	-1,037.77	1,417.14	136.56%
Nationwide	4,523.89	-0.01	4,523.90	45,239,000.0%
PSPRS	347.14	-0.01	347.15	3,471,500.0%
Union Dues	-120.00	-420.00	300.00	71.43%
Vision	13.03	2.68	10.35	386.19%
Payroll Liabilities - Other	6,455.98	1,690.50	4,765.48	281.9%
Total Payroll Liabilities	<u>13,656.64</u>	<u>-1,586.97</u>	<u>15,243.61</u>	<u>960.55%</u>
Total Other Current Liabilities	<u>13,644.14</u>	<u>-9,114.80</u>	<u>22,758.94</u>	<u>249.69%</u>
Total Current Liabilities	<u>13,644.14</u>	<u>-9,114.80</u>	<u>22,758.94</u>	<u>249.69%</u>
Total Liabilities	<u>13,644.14</u>	<u>-9,114.80</u>	<u>22,758.94</u>	<u>249.69%</u>
Equity				
Opening Balance Equity	721,735.48	721,735.48	0.00	0.0%
Unrestricted Net Assets	509,917.98	-33,544.79	543,462.77	1,620.11%
Net Income	-144,870.52	-272,969.24	128,098.72	46.93%
Total Equity	<u>1,086,782.94</u>	<u>415,221.45</u>	<u>671,561.49</u>	<u>161.74%</u>
TOTAL LIABILITIES & EQUITY	<u><u>1,100,427.08</u></u>	<u><u>406,106.65</u></u>	<u><u>694,320.43</u></u>	<u><u>170.97%</u></u>

Martha Gonzales
Chief Deputy
928-402-8701

Monica Wohlforth
Tax Collector
928-402-8700



Monica Wohlforth
GILA COUNTY TREASURER
P.O. BOX 1093
Globe, Arizona 85502

August 10, 2022

TO: HELLSGATE FIRE DISTRICT
FROM: GILA COUNTY TREASURER
RE: MARKET VALUE OF INVESTMENTS

Listed below are the funds and the amount of the market value of Investments held for your district at the close of June 30, 2022.

As per Statement No. 31 of the Governmental Accounting Standards Board, the county Treasurer's are to report the Market value of all investments held by the Treasurer at the close of June 30th. This increase/decrease does not reflect in the fund balance of each of your accounts; however it is our understanding that you have to report it on your annual financial statements.

Fund Number	Amount
0830000	\$1,496.83
0845000	\$ 266.57

If you have any questions concerning this matter, please feel free to contact this office.

9:40 AM

09/14/22

Hellsgate Fire District
Reconciliation Summary
WARRANTS 830 ACCOUNT, Period Ending 08/31/2022

	<u>Aug 31, 22</u>
Beginning Balance	704,282.52
Cleared Transactions	
Checks and Payments - 19 items	-142,843.48
Deposits and Credits - 2 items	2,964.43
	<u>-139,879.05</u>
Cleared Balance	564,403.47
	<u><u>564,403.47</u></u>
Uncleared Transactions	
Checks and Payments - 4 items	-899.91
	<u>-899.91</u>
Register Balance as of 08/31/2022	563,503.56
	<u><u>563,503.56</u></u>
New Transactions	
Checks and Payments - 10 items	-110,701.90
	<u>-110,701.90</u>
Ending Balance	452,801.66
	<u><u>452,801.66</u></u>

**Hellsgate Fire District
Reconciliation Detail
WARRANTS 830 ACCOUNT, Period Ending 08/31/2022**

Type	Date	Num	Name	Clr	Amount	Balance
Beginning Balance						704,282.52
Cleared Transactions						
Checks and Payments - 19 items						
Check	07/01/2022	18922	Sean Minniss}	X	-1,500.00	-1,500.00
Check	08/02/2022	18936	Hellsgate Fire Depar...	X	-60,000.00	-61,500.00
Bill Pmt -Check	08/02/2022	18931	Crabdree Insurance ...	X	-3,173.00	-64,673.00
Bill Pmt -Check	08/02/2022	18934	Sunstate Technolog...	X	-820.69	-65,493.69
Bill Pmt -Check	08/02/2022	18928	Arizona Fire Chiefs ...	X	-175.00	-65,668.69
Bill Pmt -Check	08/02/2022	18927	Alliant Gas	X	-171.34	-65,840.03
Bill Pmt -Check	08/02/2022	18932	Roadrunner Rubbish...	X	-130.00	-65,970.03
Bill Pmt -Check	08/02/2022	18930	Century Link	X	-114.99	-66,085.02
Bill Pmt -Check	08/02/2022	18933	Star Valley Water D...	X	-53.81	-66,138.83
Bill Pmt -Check	08/02/2022	18935	Verizon	X	-40.01	-66,178.84
Bill Pmt -Check	08/02/2022	18929	Cactus State UOC, ...	X	-24.19	-66,203.03
Check	08/17/2022	18937	Hellsgate Fire Depar...	X	-60,000.00	-126,203.03
Bill Pmt -Check	08/17/2022	18938	A to Z Mechanical S...	X	-7,757.62	-133,960.65
Bill Pmt -Check	08/17/2022	18940	Chase	X	-6,651.21	-140,611.86
Bill Pmt -Check	08/17/2022	18939	APS	X	-1,054.17	-141,666.03
Bill Pmt -Check	08/17/2022	18943	Rhinehart Oil	X	-882.77	-142,548.80
Bill Pmt -Check	08/17/2022	18945	Sidney Lex Felker, P...	X	-205.00	-142,753.80
Bill Pmt -Check	08/17/2022	18942	NAPA	X	-58.32	-142,812.12
Bill Pmt -Check	08/17/2022	18946	Valley Imaging Solut...	X	-31.36	-142,843.48
Total Checks and Payments					-142,843.48	-142,843.48
Deposits and Credits - 2 items						
Deposit	08/31/2022			X	1,302.35	1,302.35
Deposit	08/31/2022			X	1,662.08	2,964.43
Total Deposits and Credits					2,964.43	2,964.43
Total Cleared Transactions					-139,879.05	-139,879.05
Cleared Balance					-139,879.05	564,403.47
Uncleared Transactions						
Checks and Payments - 4 items						
Bill Pmt -Check	04/19/2022	18859	Gila Generator		-597.92	-597.92
Bill Pmt -Check	05/11/2022	18883	Sean Minniss}		-250.00	-847.92
Bill Pmt -Check	08/17/2022	18941	Goering, Roberts, R...		-51.00	-898.92
Bill Pmt -Check	08/17/2022	18944	Shift Calendars Inc.		-0.99	-899.91
Total Checks and Payments					-899.91	-899.91
Total Uncleared Transactions					-899.91	-899.91
Register Balance as of 08/31/2022					-140,778.96	563,503.56
New Transactions						
Checks and Payments - 10 items						
Check	09/06/2022	18947	Hellsgate Fire Depar...		-90,000.00	-90,000.00
Bill Pmt -Check	09/06/2022	18952	Chase		-16,536.09	-106,536.09
Bill Pmt -Check	09/06/2022	18954	Lowery's Window & ...		-1,916.72	-108,452.81
Bill Pmt -Check	09/06/2022	18949	APS		-1,088.81	-109,541.62
Bill Pmt -Check	09/06/2022	18955	Sunstate Technolog...		-820.69	-110,362.31
Bill Pmt -Check	09/06/2022	18948	A to Z Mechanical S...		-120.00	-110,482.31
Bill Pmt -Check	09/06/2022	18951	Century Link		-114.99	-110,597.30
Bill Pmt -Check	09/06/2022	18953	Jeff Yungkans		-45.40	-110,642.70
Bill Pmt -Check	09/06/2022	18956	Verizon		-40.01	-110,682.71
Bill Pmt -Check	09/06/2022	18950	Cactus State UOC, ...		-19.19	-110,701.90
Total Checks and Payments					-110,701.90	-110,701.90
Total New Transactions					-110,701.90	-110,701.90
Ending Balance					-251,480.86	452,801.66

Angie Lecher

From: Tarango, Tiffiney <ttarango@gilacountyaz.gov>
Sent: Wednesday, September 7, 2022 3:53 PM
To: Angie Lecher
Subject: Hellsgate Fire August 2022 Month End Report
Attachments: Balance Inquiry for Account 0830000-000-000-000-1012-00.pdf; Balance Inquiry for Account 0845000-000-000-000-1012-00.pdf; Balance Inquiry for Account 0920000-000-000-000-1012-00.pdf; Balance Inquiry for Account 0876000-000-000-000-1012-00.pdf; Balance Inquiry for Account 0890000-000-000-000-1012-00.pdf

Hellsgate Fire

	AUGUST	2022	
	Current	Prior	
	\$1,654.18	\$7.90	
TOTAL	\$1,654.18	\$7.90	\$0.00

Tiffiney Tarango
Accountant
928-402-8704

Balance Inquiry for Account 0830000-000-000-000-1012-00
 From 08/01/22 To 08/31/22

Account 0830000-000-000-000-1012-00 Cash with Treasurer

Date/Time	Reference	ReferenceID	Receipt Number	Debit	Credits	Balance
08/01/22	Starting Balance					\$704,282.52
08/01/22 10:00 AM	journal fund interest allocation - 01/12/2022 to 07/11/2022			\$121.63		\$704,404.15
08/04/22 05:00 PM	distribution			\$73.71		\$704,477.86
08/05/22 10:06 AM	Warrant 83000018936				(\$60,000.00)	\$644,477.86
08/05/22 10:06 AM	Warrant 83000018936 - unredeemed			\$60,000.00		\$704,477.86
08/05/22 02:11 PM	Warrant 8300018936				(\$60,000.00)	\$644,477.86
08/08/22 09:12 AM	Warrant 8300018922				(\$1,500.00)	\$642,977.86
08/08/22 05:00 PM	distribution			\$10.44		\$642,988.30
08/09/22 10:00 AM	journal fund interest allocation - 07/01/2022 to 07/31/2022			\$0.06		\$642,988.36
08/09/22 10:19 AM	Warrant 8300018927				(\$171.34)	\$642,817.02
08/10/22 08:59 AM	Warrant 8300018930				(\$114.99)	\$642,702.03
08/10/22 08:59 AM	Warrant 8300018934				(\$820.69)	\$641,881.34
08/10/22 08:59 AM	Warrant 8300018935				(\$40.01)	\$641,841.33
08/10/22 10:00 AM	journal fund interest allocation - 02/03/2022 to 08/04/2022			\$30.32		\$641,871.65
08/11/22 09:09 AM	Warrant 8300018928				(\$175.00)	\$641,696.65
08/11/22 09:09 AM	Warrant 8300018929				(\$24.19)	\$641,672.46
08/11/22 09:09 AM	Warrant 8300018933				(\$53.81)	\$641,618.65
08/11/22 05:00 PM	distribution			\$213.89		\$641,832.54
08/12/22 08:22 AM	Warrant 8300018932				(\$130.00)	\$641,702.54
08/12/22 05:00 PM	distribution			\$44.93		\$641,747.47
08/15/22 10:14 AM	Warrant 8300018931				(\$3,173.00)	\$638,574.47
08/15/22 05:00 PM	distribution			\$76.43		\$638,650.90
08/18/22 10:00 AM	journal fund interest allocation - 02/15/2022 to 08/15/2022			\$55.26		\$638,706.16
08/18/22 05:00 PM	distribution			\$54.11		\$638,760.27
08/19/22 10:00 AM	journal fund interest allocation - 02/17/2022 to 08/17/2022			\$194.38		\$638,954.65
08/19/22 10:15 AM	journal fund interest allocation - 05/19/2022 to 08/17/2022			\$246.20		\$639,200.85
08/19/22 11:50 AM	Warrant 8300018937				(\$60,000.00)	\$579,200.85
08/19/22 11:50 AM	Warrant 8300018940				(\$6,651.21)	\$572,549.64
08/19/22 05:00 PM	distribution			\$415.26		\$572,964.90
08/23/22 10:00 AM	journal fund interest allocation - 05/16/2022 to 08/16/2022			\$303.75		\$573,268.65
08/23/22 10:09 AM	Warrant 8300018946				(\$31.36)	\$573,237.29
08/23/22 10:09 AM	Warrant 830018943				(\$882.77)	\$572,354.52
08/23/22 05:00 PM	distribution			\$24.67		\$572,379.19
08/24/22 10:00 AM	journal fund interest allocation - 02/24/2022 to 08/22/2022			\$172.69		\$572,551.88
08/24/22 05:00 PM	distribution			\$16.19		\$572,568.07
08/25/22 08:43 AM	Warrant 8300018939				(\$1,054.17)	\$571,513.90

Balance Inquiry for Account 0830000-000-000-000-1012-00
 From 08/01/22 To 08/31/22

08/25/22 08:43 AM	Warrant 8300018945		(\$205.00)	\$571,308.90
08/26/22 10:00 AM	journal fund interest allocation - 05/25/2022 to 08/24/2022	\$34.15		\$571,343.05
08/26/22 10:37 AM	Warrant 8300018938		(\$7,757.62)	\$563,585.43
08/26/22 10:37 AM	Warrant 8300018942		(\$58.32)	\$563,527.11
08/26/22 05:00 PM	distribution	\$622.20		\$564,149.31
08/29/22 05:00 PM	distribution	\$110.25		\$564,259.56
08/31/22 01:30 PM	journal fund interest allocation - 03/03/2022 to 08/31/2022	\$57.90		\$564,317.46
08/31/22 01:40 PM	journal fund interest allocation - 03/03/2022 to 08/31/2022	\$86.01		\$564,403.47
08/31/22	Ending Balance			\$564,403.47
	Change In Balance			(\$139,879.05)

9:14 AM

09/14/22

Hellgate Fire District
Reconciliation Summary
PAYROLL CHASE ACCOUNT, Period Ending 08/31/2022

	<u>Aug 31, 22</u>	
Beginning Balance		37,852.46
Cleared Transactions		
Checks and Payments - 26 items	-112,682.89	
Deposits and Credits - 35 items	120,000.00	
	<u>7,317.11</u>	
Total Cleared Transactions		
Cleared Balance		<u><u>45,169.57</u></u>
Register Balance as of 08/31/2022		45,169.57
New Transactions		
Checks and Payments - 11 items	-43,317.20	
Deposits and Credits - 1 item	90,000.00	
	<u>46,682.80</u>	
Total New Transactions		
Ending Balance		<u><u>91,852.37</u></u>

Hellsgate Fire District
Reconciliation Detail
PAYROLL CHASE ACCOUNT, Period Ending 08/31/2022

Type	Date	Num	Name	Clr	Amount	Balance
Beginning Balance						37,852.46
Cleared Transactions						
Checks and Payments - 26 items						
Liability Check	06/07/2022	2366	Northern Gila Count...	X	-150.00	-150.00
Liability Check	06/30/2022	2369	Northern Gila Count...	X	-150.00	-300.00
Bill Pmt -Check	07/20/2022	2375	Penguin Manageme...	X	-960.00	-1,260.00
Bill Pmt -Check	07/20/2022	2380	Shift Calendars Inc.	X	-129.45	-1,389.45
Bill Pmt -Check	07/20/2022	2373	Marty's Trophies	X	-26.96	-1,416.41
Liability Check	08/05/2022		QuickBooks Payroll ...	X	-29,469.66	-30,886.07
Liability Check	08/08/2022	E-pay	IRS	X	-6,131.66	-37,017.73
Liability Check	08/08/2022	E-pay	IRS	X	-1,380.36	-38,398.09
Liability Check	08/08/2022	E-pay	Arizona Department ...	X	-1,238.03	-39,636.12
Liability Check	08/08/2022	E-pay	Arizona Department ...	X	-119.36	-39,755.48
Liability Check	08/09/2022		QuickBooks Payroll ...	X	-3,260.89	-43,016.37
Check	08/17/2022		Ambetter	X	-915.97	-43,932.34
Liability Check	08/18/2022		Public Safety Retire...	X	-7,062.64	-50,994.98
Liability Check	08/18/2022		Public Safety Retire...	X	-7,000.26	-57,995.24
Check	08/18/2022		EMI Health	X	-6,151.20	-64,146.44
Liability Check	08/18/2022	E-pay	IRS	X	-5,320.86	-69,467.30
Liability Check	08/18/2022	E-pay	Arizona Department ...	X	-1,126.44	-70,593.74
Liability Check	08/18/2022		HealthEquity	X	-854.82	-71,448.56
Liability Check	08/18/2022		HealthEquity	X	-837.32	-72,285.88
Check	08/18/2022		Liberty National	X	-140.60	-72,426.48
Check	08/18/2022		AFLAC	X	-59.04	-72,485.52
Liability Check	08/19/2022		QuickBooks Payroll ...	X	-25,538.18	-98,023.70
Liability Check	08/22/2022	E-pay	IRS	X	-4,026.16	-102,049.86
Liability Check	08/22/2022	E-pay	Arizona Department ...	X	-433.88	-102,483.74
Liability Check	08/23/2022		QuickBooks Payroll ...	X	-9,820.36	-112,304.10
Check	08/26/2022		Principal Financial	X	-378.79	-112,682.89
Total Checks and Payments					-112,682.89	-112,682.89
Deposits and Credits - 35 items						
Check	08/02/2022	18936	Hellsgate Fire Depar...	X	60,000.00	60,000.00
Check	08/17/2022	18937	Hellsgate Fire Depar...	X	60,000.00	120,000.00
Paycheck	08/22/2022	DD1862	Bartlett, Martha K.	X	0.00	120,000.00
Paycheck	08/22/2022	DD1863	Beller, William C.	X	0.00	120,000.00
Paycheck	08/22/2022	DD1876	Yungkans, Jeffery D.	X	0.00	120,000.00
Paycheck	08/22/2022	DD1875	Wiggins, Brian	X	0.00	120,000.00
Paycheck	08/22/2022	DD1874	Wells, David	X	0.00	120,000.00
Paycheck	08/22/2022	DD1873	Sekandari, Ilyas	X	0.00	120,000.00
Paycheck	08/22/2022	DD1872	Morris, Morey K	X	0.00	120,000.00
Paycheck	08/22/2022	DD1871	Minniss, Sean	X	0.00	120,000.00
Paycheck	08/22/2022	DD1870	Marsh, Dustin W.	X	0.00	120,000.00
Paycheck	08/22/2022	DD1869	Lecher, Angela M.	X	0.00	120,000.00
Paycheck	08/22/2022	DD1866	Ceja, John J.	X	0.00	120,000.00
Paycheck	08/22/2022	DD1868	Hansen, Mark	X	0.00	120,000.00
Paycheck	08/22/2022	DD1867	Doss, Bobbi A.	X	0.00	120,000.00
Paycheck	08/22/2022	DD1864	Buce, Leslie	X	0.00	120,000.00
Paycheck	08/22/2022	DD1865	Campbell, Chris	X	0.00	120,000.00
Paycheck	08/24/2022	DD1879	Rushlow, Everett	X	0.00	120,000.00
Paycheck	08/24/2022	DD1878	Lindsey, Mike	X	0.00	120,000.00
Paycheck	08/24/2022	DD1877	Ferguson, Ian	X	0.00	120,000.00
Paycheck	09/02/2022	DD1888	Minniss, Sean	X	0.00	120,000.00
Paycheck	09/02/2022	DD1887	Marsh, Dustin W.	X	0.00	120,000.00
Paycheck	09/02/2022	DD1886	Lecher, Angela M.	X	0.00	120,000.00
Paycheck	09/02/2022	DD1885	Hansen, Mark	X	0.00	120,000.00
Paycheck	09/02/2022	DD1884	Doss, Bobbi A.	X	0.00	120,000.00
Paycheck	09/02/2022	DD1883	Ceja, John J.	X	0.00	120,000.00
Paycheck	09/02/2022	DD1882	Campbell, Chris	X	0.00	120,000.00
Paycheck	09/02/2022	DD1881	Buce, Leslie	X	0.00	120,000.00
Paycheck	09/02/2022	DD1880	Beller, William C.	X	0.00	120,000.00
Paycheck	09/02/2022	DD1891	Smith, Thorry W.	X	0.00	120,000.00
Paycheck	09/02/2022	DD1893	Yungkans, Jeffery D.	X	0.00	120,000.00
Paycheck	09/02/2022	DD1890	Sekandari, Ilyas	X	0.00	120,000.00
Paycheck	09/02/2022	DD1889	Morris, Morey K	X	0.00	120,000.00
Paycheck	09/02/2022	DD1892	Wiggins, Brian	X	0.00	120,000.00
Paycheck	09/08/2022	DD1894	Plante, Tyler R	X	0.00	120,000.00

Hellsgate Fire District
Reconciliation Detail
PAYROLL CHASE ACCOUNT, Period Ending 08/31/2022

Type	Date	Num	Name	Clr	Amount	Balance
Total Deposits and Credits					120,000.00	120,000.00
Total Cleared Transactions					7,317.11	7,317.11
Cleared Balance					7,317.11	45,169.57
Register Balance as of 08/31/2022					7,317.11	45,169.57
New Transactions						
Checks and Payments - 11 items						
Liability Check	09/01/2022		QuickBooks Payroll ...		-25,251.98	-25,251.98
Liability Check	09/07/2022	E-pay	IRS		-4,688.48	-29,940.46
Liability Check	09/07/2022		QuickBooks Payroll ...		-2,864.99	-32,805.45
Liability Check	09/07/2022	E-pay	IRS		-1,147.74	-33,953.19
Liability Check	09/07/2022	E-pay	Arizona Department ...		-1,025.96	-34,979.15
Liability Check	09/07/2022	E-pay	Arizona Department ...		-103.19	-35,082.34
Liability Check	09/13/2022		Public Safety Retire...		-4,953.90	-40,036.24
Liability Check	09/13/2022		Arizona State Retire...		-907.58	-40,943.82
Liability Check	09/13/2022		HealthEquity		-844.82	-41,788.64
Liability Check	09/13/2022		Arizona State Retire...		-764.28	-42,552.92
Liability Check	09/13/2022		Arizona State Retire...		-764.28	-43,317.20
Total Checks and Payments					-43,317.20	-43,317.20
Deposits and Credits - 1 item						
Check	09/06/2022	18947	Hellsgate Fire Depar...		90,000.00	90,000.00
Total Deposits and Credits					90,000.00	90,000.00
Total New Transactions					46,682.80	46,682.80
Ending Balance					<u>53,999.91</u>	<u>91,852.37</u>



JPMorgan Chase Bank, N.A.
 P O Box 182051
 Columbus, OH 43218-2051

July 30, 2022 through August 31, 2022

Account Number: [REDACTED]

CUSTOMER SERVICE INFORMATION

Web site: www.Chase.com
 Service Center: 1-877-425-8100
 Deaf and Hard of Hearing: 1-800-242-7383
 Para Espanol: 1-888-622-4273
 International Calls: 1-713-262-1679



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 HELLSGATE FIRE DEPARTMENT PAYROLL ACCT
 80 S. WALTERS LANE
 STAR VALLEY AZ 85541



2435200062520216000100000000

CHECKING SUMMARY

Chase Total Business Checking

	INSTANCES	AMOUNT
Beginning Balance		\$37,852.46
Deposits and Additions	2	120,000.00
Checks Paid	5	-1,416.41
Electronic Withdrawals	20	-111,266.48
Ending Balance	27	\$45,169.57

DEPOSITS AND ADDITIONS

DATE	DESCRIPTION	AMOUNT
08/04	Deposit	\$60,000.00
08/18	Deposit	60,000.00
Total Deposits and Additions		\$120,000.00

CHECKS PAID

CHECK NO.	DESCRIPTION	DATE PAID	AMOUNT
2366 ^		08/25	\$150.00
2369 * ^		08/25	150.00
2373 * ^		08/03	26.96
2375 * ^		08/02	960.00
2380 * ^		08/18	129.45
Total Checks Paid			\$1,416.41

If you see a description in the Checks Paid section, it means that we received only electronic information about the check, not the original or an image of the check. As a result, we're not able to return the check to you or show you an image.

* All of your recent checks may not be on this statement, either because they haven't cleared yet or they were listed on one of your previous statements.

^ An image of this check may be available for you to view on Chase.com.



July 30, 2022 through August 31, 2022
Account Number: [REDACTED]

ELECTRONIC WITHDRAWALS

DATE	DESCRIPTION	AMOUNT
08/05	Orig CO Name: Intuit Payroll S Orig ID: 1722616679 Desc Date: 220805 CO Entry Descr: Quickbookssec: CCD Trace#: 021000024584175 Eed: 220805 Ind ID: 521687516 Ind Name: Hellsgate Fire Distric Ervices 521687516 Trn: 2164584175Tc	\$29,469.66
08/09	Orig CO Name: Intuit Payroll S Orig ID: 1722616679 Desc Date: 220809 CO Entry Descr: Quickbookssec: CCD Trace#: 021000025172001 Eed: 220809 Ind ID: 521687516 Ind Name: Hellsgate Fire Distric Ervices 521687516 Trn: 2205172001Tc	3,260.89
08/09	Orig CO Name: AZ Dept of Rev Orig ID: 4866004791 Desc Date: CO Entry Descr: Ccddir. Dbtsec: CCD Trace#: 111000025171998 Eed: 220809 Ind ID: 521687516 Ind Name: Trn: 2205171998Tc	1,238.03
08/09	Orig CO Name: AZ Dept of Rev Orig ID: 4866004791 Desc Date: CO Entry Descr: Ccddir. Dbtsec: CCD Trace#: 111000025171999 Eed: 220809 Ind ID: 521687516 Ind Name: Trn: 2205171999Tc	119.36
08/10	Orig CO Name: Irs Orig ID: 3387702000 Desc Date: 081022 CO Entry Descr: Usataxpymtsec: CCD Trace#: 061036012826153 Eed: 220810 Ind ID: 225262251568884 Ind Name: Hellsgate Fire Departm Trn: 2212826153Tc	6,131.66
08/10	Orig CO Name: Irs Orig ID: 3387702000 Desc Date: 081022 CO Entry Descr: Usataxpymtsec: CCD Trace#: 061036012826154 Eed: 220810 Ind ID: 225262252175865 Ind Name: Hellsgate Fire Departm Trn: 2212826154Tc	1,380.36
08/16	Orig CO Name: Ambetter Orig ID: A113580784 Desc Date: 220815 CO Entry Descr: Health Inssec: Web Trace#: 051000011454373 Eed: 220816 Ind ID: 000000172051604 Ind Name: Hellsgate Fire Departm Trn: 2281454373Tc	915.97
08/19	Orig CO Name: Intuit Payroll S Orig ID: 1722616679 Desc Date: 220819 CO Entry Descr: Quickbookssec: CCD Trace#: 021000023580092 Eed: 220819 Ind ID: 521687516 Ind Name: Hellsgate Fire Distric Ervices 521687516 Trn: 2303580092Tc	25,538.18
08/19	Orig CO Name: AZ Dept of Rev Orig ID: 4866004791 Desc Date: CO Entry Descr: Ccddir. Dbtsec: CCD Trace#: 111000023580090 Eed: 220819 Ind ID: 521687516 Ind Name: Trn: 2303580090Tc	1,126.44
08/19	Orig CO Name: Emi Health Orig ID: 9389451001 Desc Date: CO Entry Descr: Ins Prem Sec: PPD Trace#: 041001037554090 Eed: 220819 Ind ID: 30530018 Ind Name: Hellsgatefiredepartmen Trn: 2317554090Tc	6,151.20
08/19	Orig CO Name: Aflac Orig ID: 2580663085 Desc Date: 081822 CO Entry Descr: Insurance Sec: CCD Trace#: 021000027554092 Eed: 220819 Ind ID: Hu476448000 Ind Name: Hellsgate Fire Departm Trn: 2317554092Tc	59.04
08/22	Orig CO Name: Irs Orig ID: 3387702000 Desc Date: 082222 CO Entry Descr: Usataxpymtsec: CCD Trace#: 061036013760749 Eed: 220822 Ind ID: 225263403795794 Ind Name: Hellsgate Fire Departm Trn: 2313760749Tc	5,320.86
08/22	Orig CO Name: Healthequity Inc Orig ID: 1522383166 Desc Date: 19 Aug CO Entry Descr: Healthequisec: PPD Trace#: 091000013760751 Eed: 220822 Ind ID: 9546126 Ind Name: Hellsgate Fire Distric Trn: 2313760751Tc	1,692.14
08/22	Orig CO Name: Liberty National Orig ID: 1630124600 Desc Date: Aug 18 CO Entry Descr: Wsobillingsec: PPD Trace#: 103000013760753 Eed: 220822 Ind ID: 86910 Ind Name: Hellsgate Fire Dept Trn: 2313760753Tc	140.60
08/23	Orig CO Name: Intuit Payroll S Orig ID: 1722616679 Desc Date: 220823 CO Entry Descr: Quickbookssec: CCD Trace#: 021000020682280 Eed: 220823 Ind ID: 521687516 Ind Name: Hellsgate Fire Distric Ervices 521687516 Trn: 2340682280Tc	9,820.36
08/23	Orig CO Name: AZ Dept of Rev Orig ID: 4866004791 Desc Date: CO Entry Descr: Ccddir. Dbtsec: CCD Trace#: 111000020682278 Eed: 220823 Ind ID: 521687516 Ind Name: Trn: 2340682278Tc	433.88
08/24	Orig CO Name: Irs Orig ID: 3387702000 Desc Date: 082422 CO Entry Descr: Usataxpymtsec: CCD Trace#: 061036014736836 Eed: 220824 Ind ID: 225263603199044 Ind Name: Hellsgate Fire Departm Trn: 2354736836Tc	4,026.16



July 30, 2022 through August 31, 2022

Account Number: [REDACTED]

ELECTRONIC WITHDRAWALS *(continued)*

DATE	DESCRIPTION	AMOUNT
08/25	Orig CO Name:Psprs Orig ID:G860215767 Desc Date:220824 CO Entry Descr:Web Pay Sec:CCD Trace#:091000016288083 Eed:220825 Ind ID:1067 Ind Name:Hellsgate Fire Distric 6022555575 Trn: 2366288083Tc	13,762.90
08/25	Orig CO Name:Psprs Orig ID:H860215767 Desc Date:220824 CO Entry Descr:Web Pay Sec:CCD Trace#:091000016288085 Eed:220825 Ind ID:1067 Ind Name:Hellsgate Fire Distric 6022555575 Trn: 2366288085Tc	300.00
08/29	Orig CO Name:Plic-Sbd Orig ID:9Gpsbd0000 Desc Date:220826 CO Entry Descr:Insur Clm Sec:CCD Trace#:091000016827125 Eed:220829 Ind ID:Pact#197254336 Ind Name:Payroll Pact Trn: 2386827125Tc	378.79
Total Electronic Withdrawals		\$111,266.48

The monthly service fee of \$15.00 was waived this period because you maintained a minimum daily balance of \$1,500.00 or more.

DAILY ENDING BALANCE

DATE	AMOUNT	DATE	AMOUNT	DATE	AMOUNT
08/02	\$36,892.46	08/10	55,265.54	08/23	63,937.42
08/03	36,865.50	08/16	54,349.57	08/24	59,911.26
08/04	96,865.50	08/18	114,220.12	08/25	45,548.36
08/05	67,395.84	08/19	81,345.26	08/29	45,169.57
08/09	62,777.56	08/22	74,191.66		

SERVICE CHARGE SUMMARY

TRANSACTIONS FOR SERVICE FEE CALCULATION	NUMBER OF TRANSACTIONS
Checks Paid / Debits	25
Deposits / Credits	2
Deposited Items	2
Transaction Total	29

SERVICE FEE CALCULATION	AMOUNT
Service Fee	\$15.00
Service Fee Credit	-\$15.00
Net Service Fee	\$0.00
Excessive Transaction Fees (Above 100)	\$0.00
Total Service Fees	\$0.00



243522000625200216000200000000



July 30, 2022 through August 31, 2022

Account Number: [REDACTED]

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC FUNDS TRANSFERS: Call us at 1-866-564-2262 or write us at the address on the front of this statement (non-personal accounts contact Customer Service) immediately if you think your statement or receipt is incorrect or if you need more information about a transfer listed on the statement or receipt.

For personal accounts only: We must hear from you no later than 60 days after we sent you the FIRST statement on which the problem or error appeared. Be prepared to give us the following information:

- Your name and account number
- The dollar amount of the suspected error
- A description of the error or transfer you are unsure of, why you believe it is an error, or why you need more information.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days (or 20 business days for new accounts) to do this, we will credit your account for the amount you think is in error so that you will have use of the money during the time it takes us to complete our investigation.

IN CASE OF ERRORS OR QUESTIONS ABOUT NON-ELECTRONIC TRANSACTIONS: Contact the bank immediately if your statement is incorrect or if you need more information about any non-electronic transactions (checks or deposits) on this statement. If any such error appears, you must notify the bank in writing no later than 30 days after the statement was made available to you. For more complete details, see the Account Rules and Regulations or other applicable account agreement that governs your account. Deposit products and services are offered by JPMorgan Chase Bank, N.A. Member FDIC



JPMorgan Chase Bank, N.A. Member FDIC

9:41 AM

09/14/22

Hellsgate Fire District
Reconciliation Summary
CAPITAL 845 ACCOUNT, Period Ending 08/31/2022

	<u>Aug 31, 22</u>
Beginning Balance	125,702.17
Cleared Transactions	
Deposits and Credits - 1 item	<u>231.94</u>
Total Cleared Transactions	<u>231.94</u>
Cleared Balance	<u>125,934.11</u>
Register Balance as of 08/31/2022	125,934.11
Ending Balance	125,934.11

9:42 AM

09/14/22

Hellsgate Fire District
Reconciliation Detail
CAPITAL 845 ACCOUNT, Period Ending 08/31/2022

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Clr</u>	<u>Amount</u>	<u>Balance</u>
Beginning Balance						125,702.17
Cleared Transactions						
Deposits and Credits - 1 item						
Deposit	08/31/2022			X	231.94	231.94
Total Deposits and Credits					231.94	231.94
Total Cleared Transactions					231.94	231.94
Cleared Balance					231.94	125,934.11
Register Balance as of 08/31/2022					231.94	125,934.11
Ending Balance					<u>231.94</u>	<u>125,934.11</u>

Balance Inquiry for Account 0845000-000-000-000-1012-00
 From 08/01/22 To 08/31/22

Account 0845000-000-000-000-1012-00 Cash with Treasurer

Date/Time	Reference	ReferenceID	Receipt Number	Debit	Credits	Balance
08/01/22	Starting Balance					\$125,702.17
08/01/22 10:00 AM	journal fund interest allocation - 01/12/2022 to 07/11/2022			\$20.15		\$125,722.32
08/09/22 10:00 AM	journal fund interest allocation - 07/01/2022 to 07/31/2022			\$0.01		\$125,722.33
08/10/22 10:00 AM	journal fund interest allocation - 02/03/2022 to 08/04/2022			\$5.31		\$125,727.64
08/18/22 10:00 AM	journal fund interest allocation - 02/15/2022 to 08/15/2022			\$9.74		\$125,737.38
08/19/22 10:00 AM	journal fund interest allocation - 02/17/2022 to 08/17/2022			\$34.33		\$125,771.71
08/19/22 10:15 AM	journal fund interest allocation - 05/19/2022 to 08/17/2022			\$44.74		\$125,816.45
08/23/22 10:00 AM	journal fund interest allocation - 05/16/2022 to 08/16/2022			\$55.00		\$125,871.45
08/24/22 10:00 AM	journal fund interest allocation - 02/24/2022 to 08/22/2022			\$30.61		\$125,902.06
08/26/22 10:00 AM	journal fund interest allocation - 05/25/2022 to 08/24/2022			\$6.32		\$125,908.38
08/31/22 01:30 PM	journal fund interest allocation - 03/03/2022 to 08/31/2022			\$10.35		\$125,918.73
08/31/22 01:40 PM	journal fund interest allocation - 03/03/2022 to 08/31/2022			\$15.38		\$125,934.11
08/31/22	Ending Balance					\$125,934.11
	Change In Balance					\$231.94

9:42 AM

09/14/22

Hellsgate Fire District
Reconciliation Summary
ENTERPRISE 876 ACCOUNT, Period Ending 08/31/2022

	<u>Aug 31, 22</u>
Beginning Balance	380.00
Cleared Balance	380.00
Register Balance as of 08/31/2022	380.00
Ending Balance	380.00

9:42 AM

09/14/22

Hellsgate Fire District Reconciliation Detail

ENTERPRISE 876 ACCOUNT, Period Ending 08/31/2022

Type	Date	Num	Name	Clr	Amount	Balance
Beginning Balance						380.00
Cleared Balance						380.00
Register Balance as of 08/31/2022						380.00
Ending Balance						<u>380.00</u>

Balance Inquiry for Account 0876000-000-000-000-1012-00
From 08/01/22 To 08/31/22

Account 0876000-000-000-000-1012-00 Cash with Treasurer

Date/Time	Reference	ReferenceID	Receipt Number	Debit	Credits	Balance
08/01/22	Starting Balance					\$380.00
08/31/22	Ending Balance					\$380.00
	Change In Balance					\$0.00

9:42 AM

09/14/22

Hellsgate Fire District
Reconciliation Summary
BENEFIT 920 ACCOUNT, Period Ending 08/31/2022

	<u>Aug 31, 22</u>
Beginning Balance	51,868.35
Cleared Transactions	
Deposits and Credits - 1 item	<u>95.70</u>
Total Cleared Transactions	<u>95.70</u>
Cleared Balance	<u>51,964.05</u>
Register Balance as of 08/31/2022	51,964.05
Ending Balance	51,964.05

9:42 AM

09/14/22

Hellsgate Fire District Reconciliation Detail

BENEFIT 920 ACCOUNT, Period Ending 08/31/2022

Type	Date	Num	Name	Clr	Amount	Balance
Beginning Balance						51,868.35
Cleared Transactions						
Deposits and Credits - 1 item						
Deposit	08/31/2022			X	95.70	95.70
Total Deposits and Credits					95.70	95.70
Total Cleared Transactions					95.70	95.70
Cleared Balance					95.70	51,964.05
Register Balance as of 08/31/2022					95.70	51,964.05
Ending Balance					95.70	51,964.05

Balance Inquiry for Account 0920000-000-000-000-1012-00
 From 08/01/22 To 08/31/22

Account 0920000-000-000-000-1012-00 Cash with Treasurer

Date/Time	Reference	ReferenceID	Receipt Number	Debit	Credits	Balance
08/01/22	Starting Balance					\$51,868.35
08/01/22 10:00 AM	journal fund interest allocation - 01/12/2022 to 07/11/2022			\$8.31		\$51,876.66
08/09/22 10:00 AM	journal fund interest allocation - 07/01/2022 to 07/31/2022			\$0.01		\$51,876.67
08/10/22 10:00 AM	journal fund interest allocation - 02/03/2022 to 08/04/2022			\$2.19		\$51,878.86
08/18/22 10:00 AM	journal fund interest allocation - 02/15/2022 to 08/15/2022			\$4.02		\$51,882.88
08/19/22 10:00 AM	journal fund interest allocation - 02/17/2022 to 08/17/2022			\$14.16		\$51,897.04
08/19/22 10:15 AM	journal fund interest allocation - 05/19/2022 to 08/17/2022			\$18.46		\$51,915.50
08/23/22 10:00 AM	journal fund interest allocation - 05/16/2022 to 08/16/2022			\$22.69		\$51,938.19
08/24/22 10:00 AM	journal fund interest allocation - 02/24/2022 to 08/22/2022			\$12.63		\$51,950.82
08/26/22 10:00 AM	journal fund interest allocation - 05/25/2022 to 08/24/2022			\$2.61		\$51,953.43
08/31/22 01:30 PM	journal fund interest allocation - 03/03/2022 to 08/31/2022			\$4.27		\$51,957.70
08/31/22 01:40 PM	journal fund interest allocation - 03/03/2022 to 08/31/2022			\$6.35		\$51,964.05
08/31/22	Ending Balance					\$51,964.05
	Change In Balance					\$95.70

9:43 AM

09/14/22

Hellsgate Fire District
Reconciliation Summary
PSPRS 890 CONTINGENCY ACCOUNT, Period Ending 08/31/2022

	<u>Aug 31, 22</u>
Beginning Balance	312,902.52
Cleared Transactions	
Deposits and Credits - 1 item	<u>573.27</u>
Total Cleared Transactions	<u>573.27</u>
Cleared Balance	<u><u>313,475.79</u></u>
Register Balance as of 08/31/2022	313,475.79
Ending Balance	313,475.79

9:43 AM

09/14/22

Hellsgate Fire District Reconciliation Detail

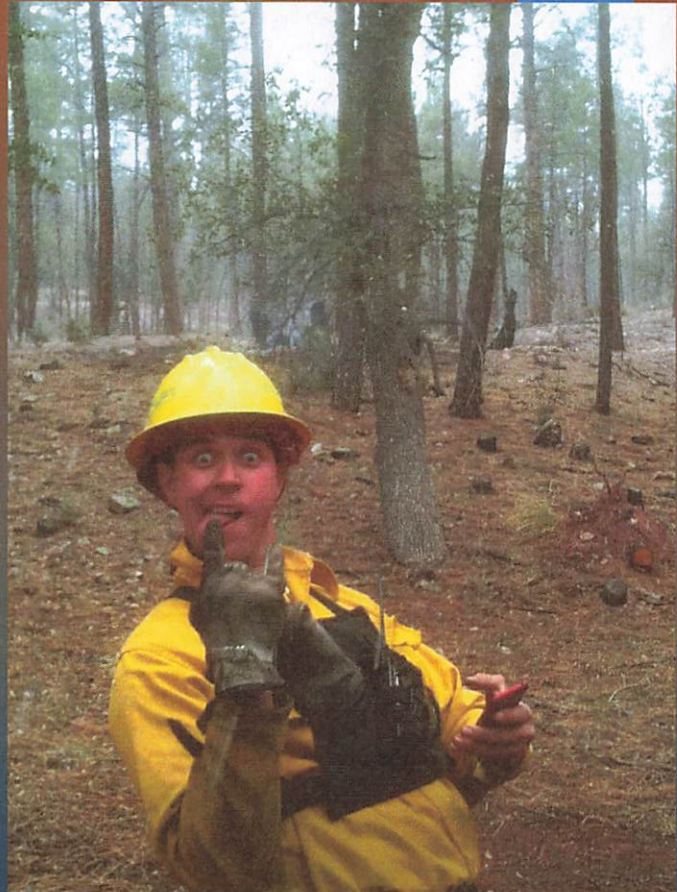
PSPRS 890 CONTINGENCY ACCOUNT, Period Ending 08/31/2022

Type	Date	Num	Name	Clr	Amount	Balance
Beginning Balance						312,902.52
Cleared Transactions						
Deposits and Credits - 1 item						
Deposit	08/31/2022			X	573.27	573.27
Total Deposits and Credits					573.27	573.27
Total Cleared Transactions					573.27	573.27
Cleared Balance					573.27	313,475.79
Register Balance as of 08/31/2022					573.27	313,475.79
Ending Balance					573.27	313,475.79

Balance Inquiry for Account 0890000-000-000-000-1012-00
 From 08/01/22 To 08/31/22

Account 0890000-000-000-000-1012-00 Cash with Treasurer

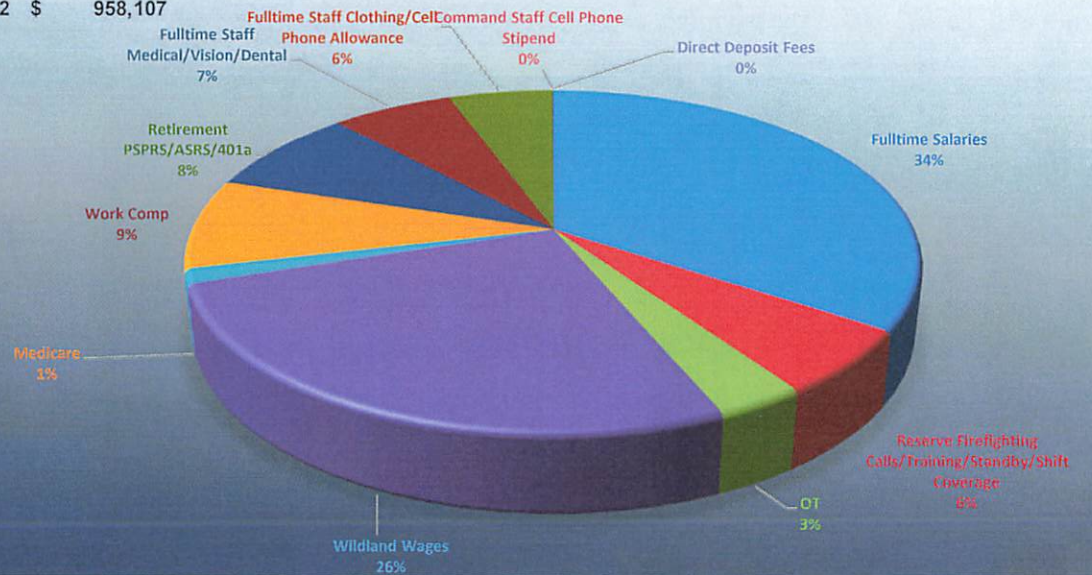
Date/Time	Reference	ReferenceID	Receipt Number	Debit	Credits	Balance
08/01/22	Starting Balance					\$312,902.52
08/01/22 10:00 AM	journal fund interest allocation - 01/12/2022 to 07/11/2022			\$46.02		\$312,948.54
08/09/22 10:00 AM	journal fund interest allocation - 07/01/2022 to 07/31/2022			\$0.03		\$312,948.57
08/10/22 10:00 AM	journal fund interest allocation - 02/03/2022 to 08/04/2022			\$13.21		\$312,961.78
08/18/22 10:00 AM	journal fund interest allocation - 02/15/2022 to 08/15/2022			\$24.25		\$312,986.03
08/19/22 10:00 AM	journal fund interest allocation - 02/17/2022 to 08/17/2022			\$85.46		\$313,071.49
08/19/22 10:15 AM	journal fund interest allocation - 05/19/2022 to 08/17/2022			\$111.38		\$313,182.87
08/23/22 10:00 AM	journal fund interest allocation - 05/16/2022 to 08/16/2022			\$136.91		\$313,319.78
08/24/22 10:00 AM	journal fund interest allocation - 02/24/2022 to 08/22/2022			\$76.20		\$313,395.98
08/26/22 10:00 AM	journal fund interest allocation - 05/25/2022 to 08/24/2022			\$15.74		\$313,411.72
08/31/22 01:30 PM	journal fund interest allocation - 03/03/2022 to 08/31/2022			\$25.78		\$313,437.50
08/31/22 01:40 PM	journal fund interest allocation - 03/03/2022 to 08/31/2022			\$38.29		\$313,475.79
08/31/22	Ending Balance					\$313,475.79
	Change In Balance					\$573.27



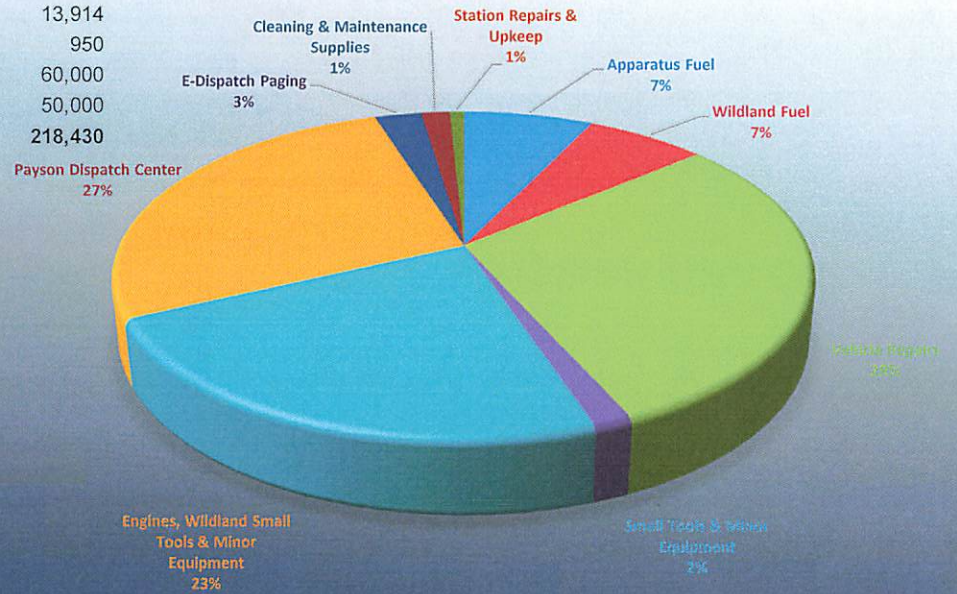
Hellsgate Fire District

August 2022 Financial Report

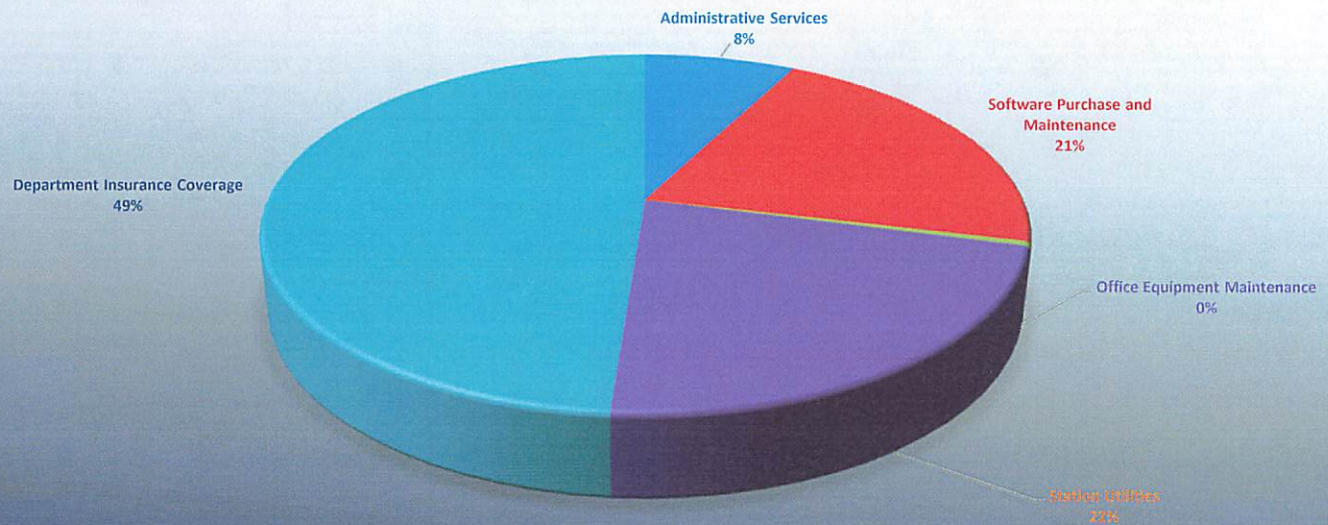
PERSONNEL SERVICES	2022-2023	YTD Expended	Amt Remaining
Fulltime Salaries	\$ 562,022	\$ 76,456.53	\$ 485,565
Reserve Firefighting Calls/Training/Standby/Shift Coverage	\$ 75,000	\$ 13,544.00	\$ 61,456
OT	\$ 50,000	\$ 7,361.98	\$ 42,638
Benefits Account	\$ 50,000	\$ -	\$ 50,000
Wildland Wages	\$ 128,000	\$ 58,653.08	\$ 69,347
Medicare	\$ 12,748	\$ 3,028.76	\$ 9,719
Unemployment Fund	\$ 2,500	\$ -	\$ 2,500
Work Comp	\$ 94,989	\$ 18,866.75	\$ 76,122
Retirement PSPRS/ASRS/401a	\$ 92,098	\$ 18,505.41	\$ 73,593
Cancer Benefits Suppression Fulltime	\$ 300	\$ -	\$ 300
Fulltime Staff Medical/Vision/Dental	\$ 84,938	\$ 14,223.18	\$ 70,715
Fulltime Staff Clothing/Cell Phone Allowance	\$ 12,000	\$ 12,159.46	\$ (159)
NFPA Physicals	\$ 14,000	\$ -	\$ 14,000
Command Staff Cell Phone Stipend	\$ 600	\$ 92.32	\$ 508
Employee Assistance Program	\$ 900	\$ -	\$ 900
Direct Deposit Fees	\$ 1,000	\$ 96.25	\$ 904
TOTAL PERSONNEL SERVICE	\$ 1,181,094	\$ 222,987.72	\$ 958,107



FIRE PROTECTIONS OPERATIONS	2022-2023	YTD Expended	Amt Remaining
Apparatus Fuel	\$ 20,000	\$ 2,680.82	\$ 17,319
Wildland Fuel	\$ 7,500	\$ 2,468.64	\$ 5,031
Vehicle Repairs	\$ 34,000	\$ 11,054.05	\$ 22,946
Engines, Wildland Repairs	\$ 4,600	\$ 243.47	\$ 4,357
Small Tools & Minor Equipment	\$ 17,050	\$ 583.65	\$ 16,466
Engines, Wildland Small Tools & Minor Equipment	\$ 2,000	\$ 8,664.62	\$ (6,665)
Fire Suppression Services	\$ 2,900	\$ 108.37	\$ 2,792
Payson Dispatch Center	\$ 23,100	\$ 10,149.18	\$ 12,951
Radios, Repairs	\$ 5,000	\$ -	\$ 5,000
E-Dispatch Paging	\$ 1,500	\$ 960.00	\$ 540
Cleaning & Maintenance Supplies	\$ 1,500	\$ 583.45	\$ 917
Station Repairs & Upkeep	\$ 3,500	\$ 288.09	\$ 3,212
EMS Disposable Goods	\$ 5,200	\$ -	\$ 5,200
EMS Durable Goods	\$ 3,500	\$ -	\$ 3,500
Training	\$ 15,100	\$ 1,185.62	\$ 13,914
Fire Prevention	\$ 950	\$ -	\$ 950
Grants	\$ 60,000	\$ -	\$ 60,000
Contingency Funds	\$ 50,000	\$ -	\$ 50,000
TOTAL FIRE PROTECTIONS OPERATIONS	\$ 257,400	\$ 38,969.96	\$ 218,430

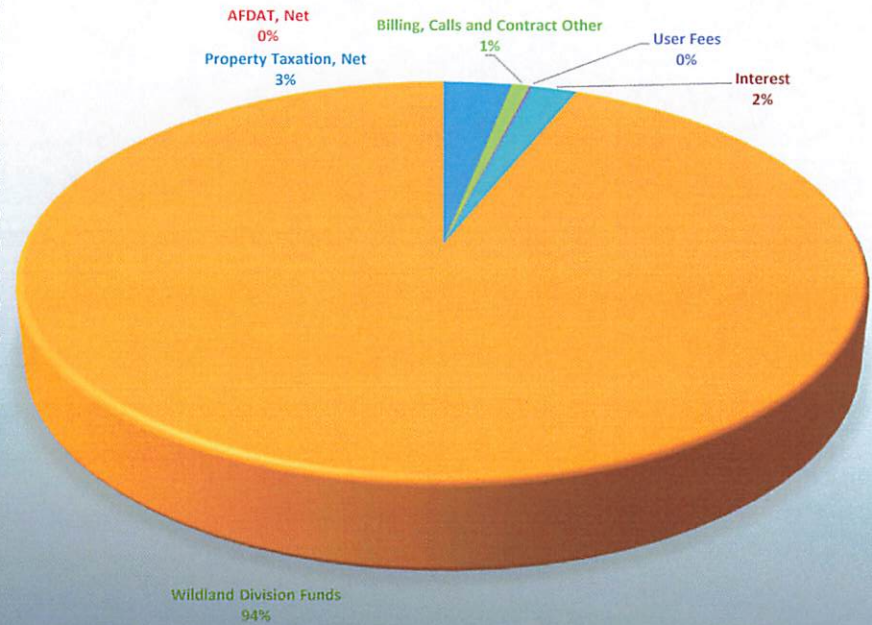


FIRE DEPARTMENT OPERATIONS	2022-2023	YTD Expended	Amt Remaining
Administrative Services	\$ 12,625	\$ 790.86	\$ 11,834
Software Purchase and Maintenance	\$ 23,000	\$ 2,206.00	\$ 20,794
Audit	\$ 9,750	\$ -	\$ 9,750
Office Equipment Maintenance	\$ 500	\$ 39.48	\$ 461
Legal Services	\$ 10,000	\$ 256.00	\$ 9,744
Station Utilities	\$ 19,350	\$ 2,320.59	\$ 17,029
Department Insurance Coverage	\$ 20,397	\$ 5,104.00	\$ 15,293
Sickness & Accident Policy	\$ 3,173	\$ 3,173.00	\$ -
TOTAL FIRE DEPARTMENT OPERATIONS	\$ 98,795	\$ 13,889.93	\$ 84,905



CAPITAL EXPENDITURES	2022-2023	YTD Expended	Amt Remaining
Station 22	\$ 52,850	\$ -	\$ 52,850
PSPRS Liability COP	\$ 114,965	\$ -	\$ 114,965
TOTAL CAPITAL EXPENDITURES	\$ 167,815	\$ -	\$ 167,815

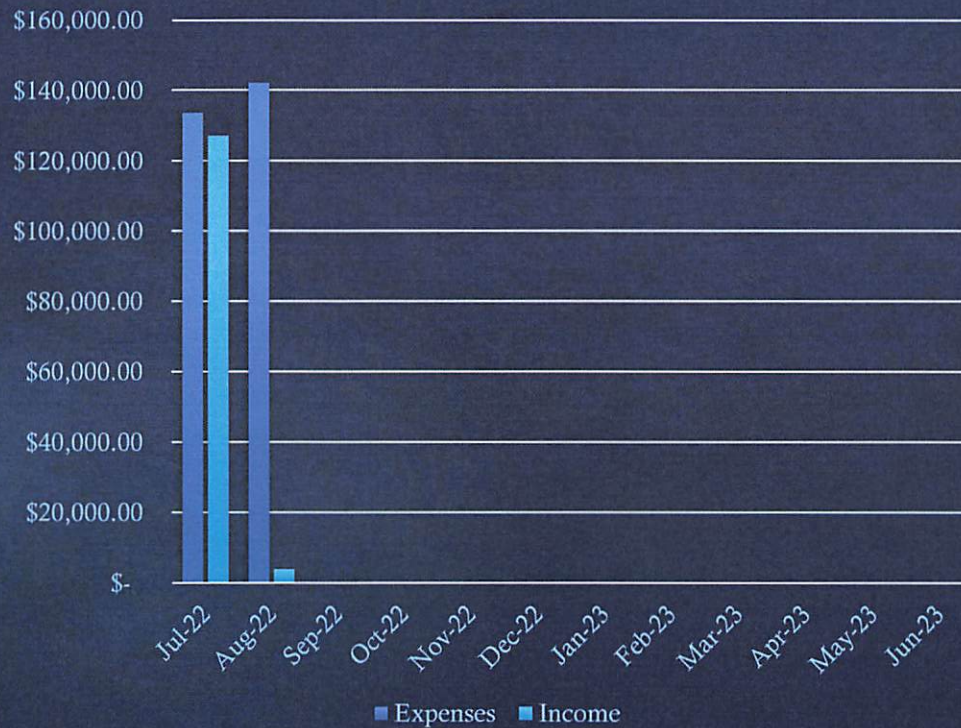
INCOME	2022-2023	YTD Income	Amt Remaining
Property Taxation, Net	\$ 992,473	\$ 4,038.30	\$ 988,435
AFDAT, Net	\$ 83,201	\$ -	\$ 83,201
Billing, Calls and Contract Other	\$ 15,000	\$ 1,051.25	\$ 13,949
User Fees	\$ 5,000	\$ 202.39	\$ 4,798
Tower	\$ 15,000	\$ -	\$ 15,000
Station 23	\$ 7,500	\$ -	\$ 7,500
Housing Contract	\$ 8,100	\$ -	\$ 8,100
Interest	\$ 5,000	\$ 2,617.99	\$ 2,382
Wildland Division Funds	\$ 170,570	\$ 123,067.16	\$ 47,503
Budget Stabilization Funds	\$ 49,646	\$ -	\$ 49,646
COP Capital Funds	\$ 167,815	\$ -	\$ 167,815
Carry Over/Contingency/Benefits Account	\$ 120,000	\$ -	\$ 120,000
Grants	\$ 60,000	\$ -	\$ 60,000
Sale of Surplus Equipment (Property)	\$ 5,000	\$ -	\$ 5,000
Donations	\$ 800	\$ -	\$ 800
TOTAL INCOME	\$ 1,705,105	\$ 130,977.09	\$ 1,574,128



Starting Total Funds	\$ 915,175	Capital/Bond	\$ 220,574
+/- Monthly Net Income	\$ 6,601	Contingency Account	\$ 50,000
Total Net Income To Date	\$ 921,776	Benefit Account	\$ 50,000
		Budget Stabilization Account	\$ 593,618

Starting Funds Represent \$20,000 for starting funds and \$106,034 in funds that are earmarked expenses from previous year
Starting funds not in account by end of fiscal year was \$123,067.16 from wildland

Income and Expense by Month July 2022- August 2022

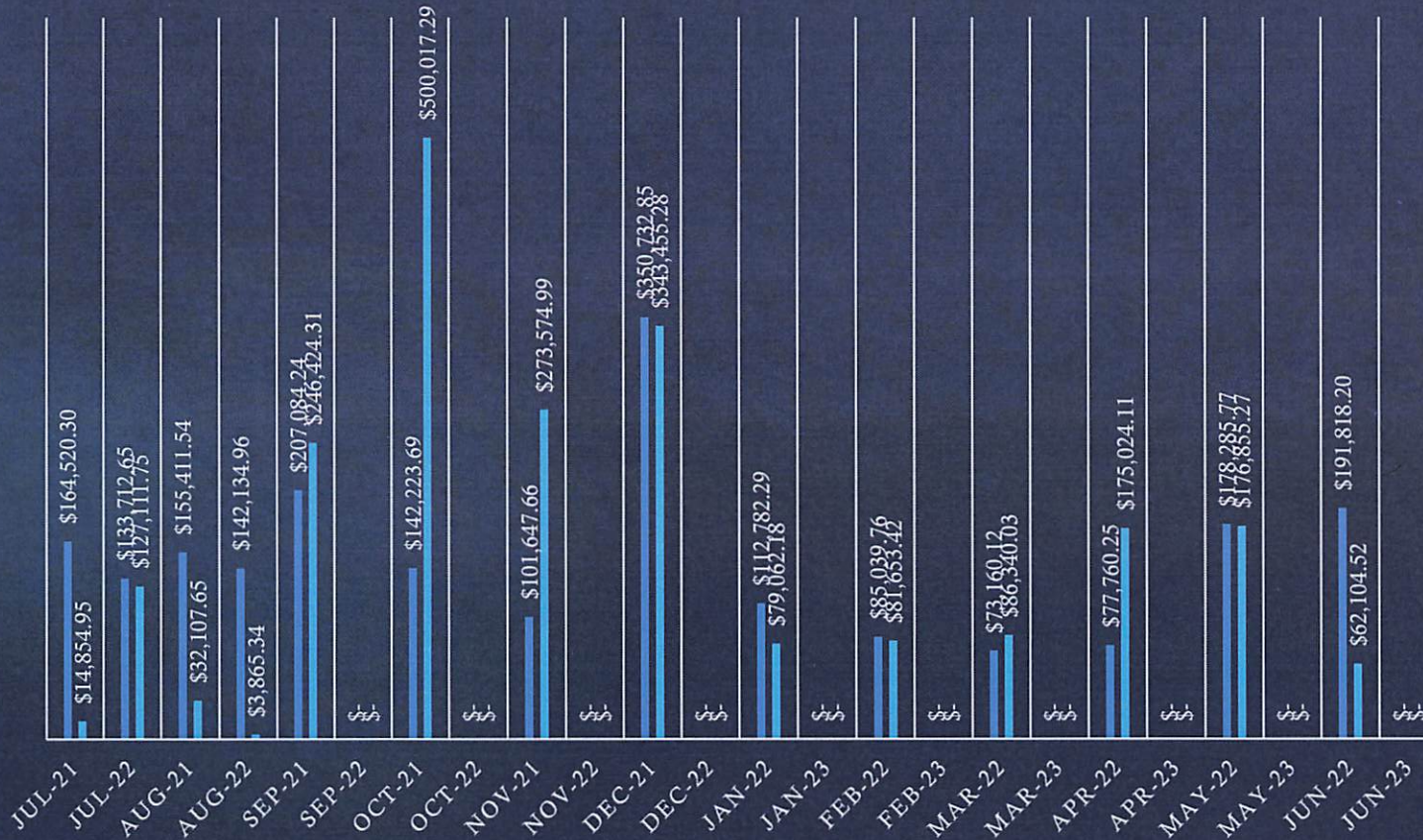


Expenses for the month of
August 2022 were
\$142,134.96

Income for the month of
August 2022 was \$3,865.34

INCOME AND EXPENSE YEAR TO YEAR COMPARISON

■ Expenses ■ Income



Expenses for the month of August 2021 were \$155,411.54
Expenses for the month of August 2022 was \$142,134.96

Income for the month of August 2021 was \$32,107.65
Income for the month of August 2022 was \$3,865.34

August 2022 Finance Report

PERSONNEL SERVICES		2022-2023	Aug Expenditures	Period Difference
1	Fulltime Salaries	\$ 46,835	\$ 34,519.88	\$ (12,315)
2	Reserve Firefighting Calls/Training/Standby/Shift Coverage	\$ 6,250	\$ 6,406.50	\$ 157
3	OT	\$ 4,167	\$ 3,005.28	\$ (1,161)
4	Benefits Account	\$ 4,167	\$ -	\$ (4,167)
5	Wildland Wages	\$ 10,667	\$ 55,359.85	\$ 44,693
6	Medicare	\$ 1,062	\$ 2,338.02	\$ 1,276
7	Unemployment Fund	\$ 208	\$ -	\$ (208)
8	Work Comp	\$ 7,916	\$ -	\$ (7,916)
9	Retirement PSPRS/ASRS/401a	\$ 7,675	\$ 11,449.96	\$ 3,775
10	Cancer Benefits Suppression Fulltime	\$ 25	\$ -	\$ (25)
11	Fulltime Staff Medical/Vision/Dental	\$ 7,078	\$ 7,559.59	\$ 481
12	Fulltime Staff Clothing/Cell Phone Allowance	\$ 1,000	\$ 159.46	\$ (841)
13	NFPA Physicals	\$ 1,167	\$ -	\$ (1,167)
14	Command Staff Cell Phone Stipend	\$ 50	\$ 46.16	\$ (4)
15	Employee Assistance Program	\$ 75	\$ -	\$ (75)
16	Direct Deposit Fees	\$ 83	\$ 54.25	\$ (29)
	TOTAL PERSONNEL SERVICE	\$ 98,425	\$ 120,898.95	\$ 22,474
FIRE PROTECTIONS OPERATIONS		2022-2023	Aug Expenditures	Period Difference
17	Apparatus Fuel	\$ 1,667	\$ 1,090.69	\$ (576)
18	Wildland Fuel	\$ 625	\$ 1,278.74	\$ 654
19	Vehicle Repairs	\$ 2,833	\$ 7,900.01	\$ 5,067
20	Engines, Wildland Repairs	\$ 383	\$ 243.47	\$ (140)
21	Small Tools & Minor Equipment	\$ 1,421	\$ (21.88)	\$ (1,443)
22	Engines, Wildland Small Tools & Minor Equipment	\$ 167	\$ 1,859.21	\$ 1,693
23	Fire Suppression Services	\$ 242	\$ 108.37	\$ (133)
24	Payson Dispatch Center	\$ 1,925	\$ -	\$ (1,925)
25	Radios, Repairs	\$ 417	\$ -	\$ (417)
26	E-Dispatch Paging	\$ 125	\$ -	\$ (125)
27	Cleaning & Maintenance Supplies	\$ 125	\$ 115.30	\$ (10)
28	Station Repairs & Upkeep	\$ 292	\$ 95.00	\$ (197)
29	EMS Disposable Goods	\$ 433	\$ -	\$ (433)
30	EMS Durable Goods	\$ 292	\$ -	\$ (292)
31	Training	\$ 1,258	\$ 1,185.62	\$ (73)
32	Fire Prevention	\$ 79	\$ -	\$ (79)
33	Grants	\$ 5,000	\$ -	\$ (5,000)
34	Contingency Funds	\$ 4,167	\$ -	\$ (4,167)
	TOTAL FIRE PROTECTIONS OPERATIONS	\$ 21,450	\$ 13,854.53	\$ (7,595)
FIRE DEPARTMENT OPERATIONS		2022-2023	Aug Expenditures	Period Difference
35	Administrative Services	\$ 1,052	\$ 507.51	\$ (545)
36	Software Purchase and Maintenance	\$ 1,917	\$ 1,617.41	\$ (299)
37	Audit	\$ 813	\$ -	\$ (813)
38	Office Equipment Maintenance	\$ 42	\$ 31.36	\$ (10)
39	Legal Services	\$ 833	\$ 256.00	\$ (577)
40	Station Utilities	\$ 1,613	\$ 1,796.20	\$ 184
41	Department Insurance Coverage	\$ 1,700	\$ -	\$ (1,700)
42	Sickness & Accident Policy	\$ 264	\$ 3,173.00	\$ 2,909
	TOTAL FIRE DEPARTMENT OPERATIONS	\$ 8,233	\$ 7,381.48	\$ (851)
CAPITAL EXPENDITURES		2022-2023	Aug Expenditures	Period Difference
43	Station 22	\$ 4,404	\$ -	\$ (4,404)
44	PSPRS Liability COP	\$ 9,580	\$ -	\$ (9,580)
	TOTAL CAPITAL EXPENDITURES	\$ 13,985	\$ -	\$ (13,985)
	TOTAL EXPENDITURES	\$ 128,108	\$ 142,134.96	\$ 14,027
INCOME		2022-2023	Aug Expenditures	Period Difference
45	Property Taxation, Net	\$ 82,706	\$ 1,662.08	\$ (81,044)
46	AFDAT, Net	\$ 6,933	\$ -	\$ (6,933)
47	Billing, Calls and Contract Other	\$ 1,250	\$ -	\$ (1,250)
48	User Fees	\$ 417	\$ -	\$ (417)
49	Tower	\$ 1,250	\$ -	\$ (1,250)
50	Station 23	\$ 625	\$ -	\$ (625)
51	Housing Contract	\$ 675	\$ -	\$ (675)
52	Interest	\$ 417	\$ 2,203.26	\$ 1,787
53	Wildland Division Funds	\$ 14,214	\$ -	\$ (14,214)
	Budget Stabilization Funds	\$ 4,137	\$ -	\$ (4,137)
54	COP Capital Funds	\$ 13,985	\$ -	\$ (13,985)
55	Carry Over/Contingency/Benefits Account	\$ 10,000	\$ -	\$ (10,000)
56	Grants	\$ 5,000	\$ -	\$ (5,000)
57	Sale of Surplus Equipment (Property)	\$ 417	\$ -	\$ (417)
58	Donations	\$ 67	\$ -	\$ (67)
	TOTAL INCOME	\$ 142,092	\$ 3,865.34	\$ (138,227)
	+/- Monthly Net Income		\$ 138,269.62	

HELLSGATE FIRE DISTRICT 2022-2023 Budget Comparison

July 2022-August 2022

PERSONNEL SERVICES		2022-2023	YTD Expended	Amt Remaining	% of Total	Projection	Remainder
1	Fulltime Salaries	\$ 562,022	\$ 76,456.53	\$ 485,565	13.6%	\$ 91,752	
2	Reserve Firefighting Calls/Training/Standby/Shift Coverage	\$ 75,000	\$ 13,544.00	\$ 61,456	18.1%	\$ 16,253	
3	OT	\$ 50,000	\$ 7,361.98	\$ 42,638	14.7%	\$ 8,835	
4	Benefits Account	\$ 50,000	\$ -	\$ 50,000	0.0%	\$ -	
5	Wildland Wages	\$ 128,000	\$ 58,653.08	\$ 69,347	45.8%	\$ 70,387	
6	Medicare	\$ 12,748	\$ 3,028.76	\$ 9,719	23.8%	\$ 3,635	
7	Unemployment Fund	\$ 2,500	\$ -	\$ 2,500	0.0%	\$ -	
8	Work Comp	\$ 94,989	\$ 18,866.75	\$ 76,122	19.9%	\$ 22,641	
9	Retirement PSPRS/ASRS/401a	\$ 92,098	\$ 18,505.41	\$ 73,593	20.1%	\$ 22,207	
10	Cancer Benefits Suppression Fulltime	\$ 300	\$ -	\$ 300	0.0%	\$ -	
11	Fulltime Staff Medical/Vision/Dental	\$ 84,938	\$ 14,223.18	\$ 70,715	16.7%	\$ 17,068	
12	Fulltime Staff Clothing/Cell Phone Allowance	\$ 12,000	\$ 12,159.46	\$ (159)	101.3%	\$ 14,592	
13	NFPA Physicals	\$ 14,000	\$ -	\$ 14,000	0.0%	\$ -	
14	Command Staff Cell Phone Stipend	\$ 600	\$ 92.32	\$ 508	15.4%	\$ 111	
15	Employee Assistance Program	\$ 900	\$ -	\$ 900	0.0%	\$ -	
16	Direct Deposit Fees	\$ 1,000	\$ 96.25	\$ 904	9.6%	\$ 116	
	TOTAL PERSONNEL SERVICE	\$ 1,181,094	\$ 222,987.72	\$ 958,107	18.9%	\$ 267,596	\$ 913,498
FIRE PROTECTIONS OPERATIONS		2022-2023	YTD Expended	Amt Remaining	% of Total	Projection	Remainder
17	Apparatus Fuel	\$ 20,000	\$ 2,680.82	\$ 17,319	13.4%	\$ 3,217	
18	Wildland Fuel	\$ 7,500	\$ 2,468.64	\$ 5,031	32.9%	\$ 2,962	
19	Vehicle Repairs	\$ 34,000	\$ 11,054.05	\$ 22,946	32.5%	\$ 13,265	
20	Engines, Wildland Repairs	\$ 4,600	\$ 243.47	\$ 4,357	5.3%	\$ 292	
21	Small Tools & Minor Equipment	\$ 17,050	\$ 583.65	\$ 16,466	3.4%	\$ 700	
22	Engines, Wildland Small Tools & Minor Equipment	\$ 2,000	\$ 8,664.62	\$ (6,665)	433.2%	\$ 10,398	
23	Fire Suppression Services	\$ 2,900	\$ 108.37	\$ 2,792	3.7%	\$ 130	
24	Payson Dispatch Center	\$ 23,100	\$ 10,149.18	\$ 12,951	43.9%	\$ 12,180	
25	Radios, Repairs	\$ 5,000	\$ -	\$ 5,000	0.0%	\$ -	
26	E-Dispatch Paging	\$ 1,500	\$ 960.00	\$ 540	64.0%	\$ 1,152	
27	Cleaning & Maintenance Supplies	\$ 1,500	\$ 583.45	\$ 917	38.9%	\$ 700	
28	Station Repairs & Upkeep	\$ 3,500	\$ 288.09	\$ 3,212	8.2%	\$ 346	
29	EMS Disposable Goods	\$ 5,200	\$ -	\$ 5,200	0.0%	\$ -	
30	EMS Durable Goods	\$ 3,500	\$ -	\$ 3,500	0.0%	\$ -	
31	Training	\$ 15,100	\$ 1,185.62	\$ 13,914	7.9%	\$ 1,423	
32	Fire Prevention	\$ 950	\$ -	\$ 950	0.0%	\$ -	
33	Grants	\$ 60,000	\$ -	\$ 60,000	0.0%	\$ -	
34	Contingency Funds	\$ 50,000	\$ -	\$ 50,000	0.0%	\$ -	
	TOTAL FIRE PROTECTIONS OPERATIONS	\$ 257,400	\$ 38,969.96	\$ 218,430	15.1%	\$ 46,766	\$ 210,634
FIRE DEPARTMENT OPERATIONS		2022-2023	YTD Expended	Amt Remaining	% of Total	Projection	Remainder
35	Administrative Services	\$ 12,625	\$ 790.86	\$ 11,834	6.3%	\$ 949	
36	Software Purchase and Maintenance	\$ 23,000	\$ 2,206.00	\$ 20,794	9.6%	\$ 2,647	
37	Audit	\$ 9,750	\$ -	\$ 9,750	0.0%	\$ -	
38	Office Equipment Maintenance	\$ 500	\$ 39.48	\$ 461	7.9%	\$ 47	
39	Legal Services	\$ 10,000	\$ 256.00	\$ 9,744	2.6%	\$ 307	
40	Station Utilities	\$ 19,350	\$ 2,320.59	\$ 17,029	12.0%	\$ 2,785	
41	Department Insurance Coverage	\$ 20,397	\$ 5,104.00	\$ 15,293	25.0%	\$ 6,125	
42	Sickness & Accident Policy	\$ 3,173	\$ 3,173.00	\$ -	100.0%	\$ 3,808	
	TOTAL FIRE DEPARTMENT OPERATIONS	\$ 98,795	\$ 13,889.93	\$ 84,905	14.1%	\$ 16,669	\$ 82,126

CAPITAL EXPENDITURES		2022-2023	YTD Expended	Amt Remaining	% of Total	Projection	Remainder
43	Station 22	\$ 52,850	\$ -	\$ 52,850	0.0%	\$ -	
44	PSPRS Liability COP	\$ 114,965	\$ -	\$ 114,965	0.0%	\$ -	
TOTAL CAPITAL EXPENDITURES		\$ 167,815	\$ -	\$ 167,815	0.0%	\$ -	\$ 167,815
TOTAL EXPENDITURES		\$ 1,705,104	\$ 275,847.61	\$ 1,429,256	16.2%	\$ 331,030	\$ 1,374,074
INCOME		2022-2023	YTD Income	Amt Remaining	% of Total	Projection	Remainder
45	Property Taxation, Net	\$ 992,473	\$ 4,038.30	\$ 988,435	0.4%	\$ 4,846	
46	AFDAT, Net	\$ 83,201	\$ -	\$ 83,201	0.0%	\$ -	
47	Billing, Calls and Contract Other	\$ 15,000	\$ 1,051.25	\$ 13,949	7.0%	\$ 1,262	
48	User Fees	\$ 5,000	\$ 202.39	\$ 4,798	4.0%	\$ 243	
49	Tower	\$ 15,000	\$ -	\$ 15,000	0.0%	\$ -	
50	Station 23	\$ 7,500	\$ -	\$ 7,500	0.0%	\$ -	
51	Housing Contract	\$ 8,100	\$ -	\$ 8,100	0.0%	\$ -	
52	Interest	\$ 5,000	\$ 2,617.99	\$ 2,382	52.4%	\$ 3,142	
53	Wildland Division Funds	\$ 170,570	\$ 123,067.16	\$ 47,503	72.2%	\$ 147,686	
54	Budget Stabilization Funds	\$ 49,646	\$ -	\$ 49,646	0.0%	\$ -	
55	COP Capital Funds	\$ 167,815	\$ -	\$ 167,815	0.0%	\$ -	
56	Carry Over/Contingency/Benefits Account	\$ 120,000	\$ -	\$ 120,000	0.0%	\$ -	
57	Grants	\$ 60,000	\$ -	\$ 60,000	0.0%	\$ -	
58	Sale of Surplus Equipment (Property)	\$ 5,000	\$ -	\$ 5,000	0.0%	\$ -	
59	Donations	\$ 800	\$ -	\$ 800	0.0%	\$ -	
TOTAL INCOME		\$ 1,705,105	\$ 130,977.09	\$ 1,574,128	7.7%	\$ 157,179	\$ 1,547,926
Starting Total Funds		\$ 915,175		Capital/Bond		\$ 220,574	
+/- Monthly Net Income		\$ 6,601		Contingency Account		\$ 50,000	
Total Net Income To Date		\$ 921,776		Benefit Account		\$ 50,000	
				Budget Stabilization Account		\$ 593,618	

** Starting Funds Represent \$20,000 for starting funds and \$106,034 in funds that are earmarked expenses from previous year

*** Starting funds not in account by end of fiscal year was \$123,067.16 from wildland

Angie Lecher

From: Deb Bain <dlewi125@gmail.com>
Sent: Monday, September 12, 2022 2:09 PM
To: Angie Lecher
Cc: Jonathan Gillan
Subject: Re: Station 23
Attachments: image001.jpg

Hello Angie,

Here is our proposal...will this work?

"We respectfully propose the listing of the property be put on hold until the 1st board mtg of 2023 allowing time for the community to create and then present solid proposal(s) to the board."

Thanks,
Deb Bain

On Mon, Sep 12, 2022, 11:50 AM Angie Lecher <ALecher@hellsgatefire.org> wrote:

Jon,

I have just sent an email to the both of you. I'll quickly answer your questions in this email.

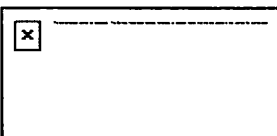
The board only sets time limits if there are multiple people wishing to make comment during the call to the public. No one will be setting a timer.

After viewing my email please let me know if you wish to proceed in the same manner or if you have some revisions. If you have a proposal that should have some paperwork to it. Can be simple or complex.

Angie Lecher

Business Manager

Hellsgate Fire Department



(928)474-3835 phone

(928)468-0300 fax

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From: Jonathan Gillan <jgstrategy@gmail.com>
Sent: Monday, September 12, 2022 11:29 AM
To: Angie Lecher <ALecher@Hellsgatefire.org>
Subject: Re: Station 23

Hi Angie,

Just to make sure of a couple of things.

1) Do you want a copy of what I plan on saying to the board prior to the mtg.?

2) Will I have just the 3 minutes?

3) Can Deb have her own 3 minutes?

4) Is there anything else you need from us immediately?

Thank you so much.

Jon

On Sun, Sep 11, 2022 at 9:12 AM Jonathan Gillan <jgstrategy@gmail.com> wrote:

Good morning Angie,

Sorry I wasn't very clear. Rules have never been my strong suit (lol) so I appreciate your patience. Since I couldn't have said it better, I will go with your wording:

We, the residents of Mead Ranch, wish for the board to pull the listing and work with the community:-)

That is "the action" we would like to be taken now so we can look to satisfy the goals of the board while protecting the future of the site for the continued service of the well. As we learn more of what will not solve the issue(s) it helps us all get clarity of what will. We have some good ideas brewing and would love to work with the Dept. We are going to get this done and all will be better for it:-)

Thank you for your leadership and direction.

Jon

On Sep 10, 2022, at 9:07 AM, Angie Lecher <ALecher@hellsgatefire.org> wrote:

Morning Jon,

Thank you and I realize how daunting this all is. There are several things you are working through. On top of that, you have several community members who are probably making suggestions as well.

When you say you want the board to table the discussion, I guess I'm not understanding what you are meaning. Table the discussions of sale? Table the discussions all together?

There have been no reasonable offers on the property. The board won't have an agenda item to discuss anything regarding the property unless we hear more from the attorney, that is outside of your request.

After our in person meeting, I assumed you wished for the board to pull the listing and work with the community. Tabling the discussion would mean no talks with anyone and I don't believe that is what you are hoping for.

I know you guys are not educated on how the board has to operate so I recognize this is a struggle. I'm trying to avoid making directives to you that you would feel are unfair. It is not appropriate for the board to have an agenda item placed on the agenda when it's vague on what it is that needs to be done. Please be direct in exactly what it is you wish the board to do.

Angie Lecher

Business Manager

Hellsgate Fire Department

(928)474-3835 phone

(928)468-0300 fax

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From: Jonathan Gillan <jgstrategy@gmail.com>
Sent: Friday, September 9, 2022 9:28:14 PM
To: Angie Lecher <ALecher@Hellsgatefire.org>
Subject: Station 23

Hi Angie,

I've read the correspondence between you and Deb and I wanted you to know I appreciate how well you've explained things. I find the amount of conditions present in this situation a bit daunting and you've done a good job keeping it all straight:-). I know we keep rehashing, the answers just haven't presented themselves yet but I am confident we will get there.

I'd like to work with you on getting on the agenda. Our ask of the Board will be to table the discussion so we can continue to look for ways to help achieve the goals of the Board while protecting our community needs the best we can. There's pressure on all of us to find solutions and I'm confident

we will. We just ask for the time to find them. Does that help with the agenda?

Thank you

Jon

Jon Gillian talking points for Hellsgate District 9/14/22 board meeting

Good evening board members, thank you for allowing me to speak. My name is Jon Gillan and I am a cabin owner at Meade Ranch where your Station 23 is located. I am here to ask the board to give the homeowners at Mead Ranch some time to create a formal entity that could enter into an agreement for, preferably, the purchase of the property you now have listed for sale in the general marketplace. At this moment, we are just independent residents with no legal way to make any offer, let alone a full price offer. Our proposal seeks the time to put that entity together so that we may negotiate in good faith.

I would like to put some context to our proposal tonight. More than ever before I believe it is important that history is allowed to play a part in progress. We as a nation of people are going to have to make some tough choices moving forward and the more, we can let the spirit of those pioneers that came before us be part of our decision making, the better the decisions will be.

Meade Ranch is a small community of 60 or so cabins that date back to 1939. This is not a community of summer homes for the Phoenix wealthy but instead a charming hamlet of simple cabins, some constructed with logs cut from the site and some built by hand with materials brought up from the valley in the trunk of a car.

The uniqueness of Mead Ranch is how it was subdivided and developed over time by Marlin and Icy Mead and their family members to create cabin sites for friends and purchasers of the Mead's hand-built log homes.... a skill they brought with them from Montana where they lived as ranchers until illness brought the Matriarch and the family to Arizona. The distinctiveness of this development that dates back 80 years and the influence the Mead Family had on the area makes Mead Ranch a historic jewel for not only the Hellsgate District but the state of Arizona.

In 1956 (15 years after the start of the Ranch and the completion of many of the original log cabins) Mr. Mead and the early residents located the perfect location for a well site. The site was central to the layout of the cabin sites developed so far and so not too far for anyone to carry a bucket. The well became the piece of the puzzle that meant survival, for more than just a few days, at the Ranch was viable and manageable. Over the years the residents took on the arduous task of hand digging trenches through and around the rocky terrain to install the water lines that made way for indoor plumbing....well, sort of. My cabin, like most built by the Meads, was constructed prior to the well and has a distinct "add on" bathroom that is on the side of the cabin closest to the well. I suspect those putting in the water lines didn't want to dig 1 more foot than what it took to get a water line to that cabin.....so that is where my bathroom is today.

Sometime in the 1980's the residents decided it was smarter to allow a water company to be in charge of the well, the pump, the lines, and the charges to homeowners. Knowing that wells were regulated by the Az. Corp. Commission, it is believed that the residents were not worried about allowing a water company to take on ownership of the site.....what could go wrong? Right?

In 1990 it was decided by the residents of the Ranch that, like a lot of small communities of the day, some kind of firefighting apparatus was needed to at least give neighbors a chance to save a structure, maybe even a life, should the unexpected happen? Again, it was the residents that pulled together. It was the residents that pulled together and got that done.

The Meads were excellent craftsmen but, like most back then, they relied more on a man's word and a handshake than a notarized document. It is this looseness of detail that has us where we are today. But the evidence of the well's 66 year service and the existence of the firehouse, built and paid for 100% by the homeowners of Mead Ranch over 30 years ago, shows the spirit in which the site was given, by the Meads, to the folks of the Ranch, to be used in perpetuity, and the commitment of the homeowners to let nothing happen to change that. Of course, we have been incredibly lucky that so many loose ends have not turned into major issues.

Completely oblivious to the situation, the residents of Mead Ranch had no idea the property came up for sale in a public auction in 1998 and that the sale had already happened. A wrongful death/personal injury judgement against the principals of the water company seized all of their assets and ordered they be sold at auction.....That's what went wrong.

Even then it was a "Stroke of Luck" for Mead Ranch that the Tonto Village Fire Dept was the high bidder. Since the Fire Dept was already occupying the station and there was not going to be an interruption of service by the water company, there was no obvious cause for any concern.

Since the 1st day Tonto Village Fire took ownership in 2000 there has been no change in how the well has been operated. The name of the well operator might have changed a time or two, but there has been no interruption of service, no liability issues and, as far as we know, there has been no one threatening to challenge the tax status of the district. But now, 22 years later, we have a problem and once again it is time for the residents of Mead Ranch to pull together and solve it. Only this time we cannot solve it with our hands and our sweat. This problem requires that we become ONE, so that, once and for all, we can take on permanent ownership. Once the entity is legal and can act on behalf of all homeowners of the Ranch, we can participate in the bidding process for acquiring back what should have been ours all along.

Although it is almost an invisible feature of Mead Ranch, the well, now 66 years young, remains the crown jewel of the Ranch! We understand the desire of the board to relieve the district of liability concerns as soon as possible, but the sale of the property without taking into consideration the historic nature of the parcel, the community involvement of its' functions, and the importance of maintaining a continuance of operation of the well raises the stakes well beyond just offering it to any highest bidder. We want to be that highest bidder. We must be that highest bidder. Certainly, the board members can understand how this is not just a piece of property included in a bond application, it is not just a decommissioned asset! I respectfully ask the board to allow us the time to form a legal entity so we may actually participate in a solution that meet the boards' approval. Please place the listing on hold and give us that ability.

Deb Bain talking points for Hellsgate District 9/14/22 board meeting

Good evening Hellsgate Board Members. My name is Deb Bain and I reside full time at Mead Ranch. I appreciate the opportunity to speak on behalf of the residents.

The listing for sale of the firehouse was a complete surprise to the folks at Mead Ranch. We heard about the phone tower at Tonto Village station for months, even saw a petition go around before final decisions were made. However, for something as consequential as selling the fire station which included the well supplying water to the community, my husband and I are the first to find out as we were sitting on our front porch enjoying the morning. We see a couple come in and begin taking pictures of the fire station and then put-up a For Sale sign! This was an inadequate manner to alert the residents of Mead Ranch.

The posted agenda information on the Hellsgate Website for June and July showed only the topic of "Discussion of Lease/Sale of Station 23 to Payson Water Company". No minutes were posted for either of those Board Mtgs. And there was no Agenda posted for the Aug. mtg. We did not know when the decision was made to offer the property for sale through a realtor until Monday this week when Angie was kind enough to share the minutes with us from August. That information, however, has not been conveyed to the public. I am sure the Board can understand how alarming it is to us, as homeowners, to find out, that a decision was made, voted on by this board, to put our firehouse, our well, and the land in which both sit up for grabs to the highest bidder and promoted in the listing that the new owner

can use the land as they see fit. A thoughtless and outrageous act considering the history of trust that has been established by all others that had preceded this board. Our luck in all this was the outrageous price being asked for the property that kept it from getting into the hands of an outsider looking to cash in on the scarcity of water property in Arizona.

We understand that the district does not want to own property with a well being operated by a for profit company but that is exactly how it was when the Fire Dept. purchased the property in 2000, how it was when the district was created in 2008, and how it was whenever the tax status was established by Hellsgate. This is not a problem in the making, this is a problem from the beginning, some 24 years ago. It is our belief that removing the water company is not a solution, nor is selling the property to anyone other than those representing the homeowners of Mead Ranch. We completely understand how the board concluded to divest of the problem but, for so many reasons, the homeowners of our small community need to, forever, be in control of the property and we ask the board to work with us to that end. Our ask is for you to please remove the listing, take the property off the market for at least 120 days. We are looking into many options including an HOA, Water District, and LLC to possibly lease or purchase the property. Our plan will be to return for the January 2023 board meeting with our proposal. We ask that you work with us in good faith as we tie up all loose ends and stop the reign of "luck alone" that has seen us through till now.

Final talking points Jon provided

Just in case the board is not fully convinced of the request to put the listing on hold as viable from a historic standpoint, or from the standpoint of timely public disclosure as discussed by Deb, I want to inform the board that with the multitude of unknowns surrounding the rights of the water company, the rights of the community members, the rights of the bank with respect to the COP, the rights of the realtor(s) to earn a commission if an acceptable price and terms are agreed to, and the rights of a potential buyer to actually be able to close on the property, are all in conflict if the board chooses to continue with the listing. This would not appear as a Fire District acting in good faith with the public. Keeping a listing active while knowing that the property most likely cannot successfully change hands puts the district at a huge risk for being sued for breach of contract/specific performance and even fraud and a relatively simple suit for a plaintiff to win. From what we understand, the district is in no position to invite such actions against itself. Please allow us to help the district out of this legal quagmire and grant our proposal to put the listing on hold and instruct staff to work with the community to that end. Thank you.