## IN THE SUPREME COURT OF THE STATE OF NEVADA

Electronically Filed Feb 13 2024 08:37 AM Elizabeth A. Brown Clerk of Supreme Court

MARIO ACCOMANDO, Appellant(s),

VS.

GEORGEANN ROSE ACCOMANDO, Respondent(s),

Case No: D-21-628915-D

Docket No: 87888

# RECORD ON APPEAL VOLUME 4

ATTORNEY FOR APPELLANT
MARIO ACCOMANDO, PROPER PERSON
8546 PROCYON ST.
LAS VEGAS, NV 89139

ATTORNEY FOR RESPONDENT MARIA L. MILANO, ESQ. 3655 PEPPER LANE, STE 102 LAS VEGASM NV 89120

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Mario Accomando, Defendant.

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3	8/29/2022	Plaintiff's Motion for an Order to Show Cause Regarding Contempt and the Imposition of Sanctions for Defendant's Failure to Comply with Terms of Decree of Divorce	674 - 689
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7	9/21/2023	Plaintiff's Motion to Enforce Order, for Attorneys Fees, and for an Order Reducing Attorney's Fees and Judgment	1444 - 1455
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2	11/19/2021	Trial Management Order	337 - 341

Electronically Filed 8/30/2022 9:25 AM Steven D. Grierson CLERK OF THE COURT

**EXH** 

2 MARIA L. MILANO, ESQ. Nevada State Bar No. 7121

REZA ATHARI & ASSOCIATES, PLLC.

3365 Pepper Lane, Suite 201

Las Vegas, NV 89120

(702) 727-7777 tel (702) 458-8508 fax

mariamilano(a)atharilaw.com

Attorney for Plaintiff, GEORGANN ACCOMANDO

# DISTRICT COURT FAMILY DIVISION CLARK COUNTY, NEVADA

GEORGANN ACCOMANDO,	)	CASE NO: D-21-628915-D
Plaintiff,	)	DEPT: M
	)	
Vs.	)	
	)	
MARIO ACCOMANDO,	)	
Defendant.	)	

#### PLAINTIFF'S EXHIBIT APPENDIX

Comes now, Plaintiff, GEORGANN ACCOMANDO, by and through her attorney of record, MARIA L. MILANO, ESQ., of REZA ATHARI & ASSOCIATES, PLLC; and hereby submits the following Exhibits in support of Plaintiff's Motion for an Order to Show Cause Regarding Contempt and the Imposition of Sanctions for Defendant's Failure to Comply with Terms of Decree of Divorce.

Plaintiff understands the Exhibits are not considered substantive evidence in Plaintiff's case until formally admitted into evidence. These exhibits have been uploaded via FCEvidence.

No:	EXHIBIT/ DOCUMENT	Bates No(s).	OFFER	OBJ	ADMIT
1	Chase Bank Account statement for Account No. xxxxx7601 for the month of March, 2022.	PLTFSCMOT 0001 – PLTFSCMOT 0002			

2	Listing documents and Quitclaim Deeds mailed to Defendant on July 6, 2022.	PLTFSCMOT 0003 - PLTFSCMOT 000
	DATED this 30th day of August, 2022.	
		REZA ATHARI & ASSOCIATES
	BY: _	<i>MARIA L. WILANO, ES2.</i> MARIA L. MILANO, ESQ.
		Nevada Bar No. 7121 3365 Pepper Lane, Suite 102
		Las Vegas, Nevada 89120
		Attorneys for Plaintiff, GEORGANN ACCOMANDO

## CERTIFICATE OF SERVICE

2	I HEREBY CERTIFY that, in accordance with Rule 5(b) of the Nevada Rules of
3	Civil Procedure, on this 30th day of August 2022, I served a true and correct copy of the above <b>PLAINTIFF'S EXHIBIT APPENDIX</b> on the parties addressed as shown below:
4	☐ Via US Mail by placing said document in a sealed envelope, with postage prepaid
5	(N.R.C.P. 5(b))
6	☐ Via Electronic Filing (N.E.F.R. 9(b))
7	x Via Electronic Service (N.E.F.R. 9)
8	
9	Mario Accomando
10	8546 S. Procyon St.
11	Las Vcgas, Nevada 89139
	ninaa1948@yahoo.com
12	Defendant in Proper Person
13	
14	
15	Via FCEvidence@clarkcountycourts.us - for submission to the Court
16	
17	
18	Employee of Reza Athari & Associates, PLLC
19	
20	
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22	
23	
24	
25	
26	
27	
28	

## EXHIBIT "1"

Chase Bank Account statement for Account No. xxxxx7601 for the month of March, 2022, Bates Nos. PLTFSCMOT0001 - PLTFSCMOT0002



JPMorgan Chase Bank, N.A. P O Box 182051 Columbus, OH 43218 - 2051 February 18, 2022 Ilwough March 15, 2022 Account Number: 37801

#### CUSTOMER SERVICE INFORMATION

Web sits:	Снава.сол
Service Center:	1-500-935-9935
Deat and Hard of Hearing:	1-800-242-7383
Para Espanol:	1-877-312-4273
International Calls:	1-713-262-1679

00017893 DRE 703 143 07522 NANNNNNNNNN T 1 000000000 11 0000 NINA ACCOMANDO BY MARIO ACCOMANDO NUTMA 8546 PROCYON ST LAS VEGAS NV 88139



SAVINGS SUMMARY Chase Premier 5	<del></del>	
<del></del>	AMDUNT	
Seginning Balance	\$86,327.35	
Deposits and Additions	661.50	
Ending Balance	\$86,988.85	
Annual Percentage Yield Earned This Period	0.01%	
Interest Paid This Period	\$0.50	
Interest Paid Year-to-Date	\$1.60	

Interest paid in 2021 for account 000003738187801 was \$1.23,

You could earn an even higher interest rate on your Chase Premier Savinge account if you link if to a qualifying checking account. Visit any of our branches for datails or call us at the telephone number on your statement.

TRAI	NSACTION DETAIL		
DATE	DESCRIPTION Beginning Balance	AMOUNT	885,327.35
03/03		039 861.00	66,939.35
03/15	Interest Payment	0.50	65,968.85
	Ending Salance		\$66,968.65

A monthly Service Fee was not charged to your Chase Premier Savings account. You can continue to avoid this fee during any statement period by keeping a minimum daily balance in your account of \$15,000.00 or more. (Your minimum daily balance was \$86,327)

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#### CHASE O

February 16, 2022 through March 15, 2022 Account Number:

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC FUNDS TRANSFERS; Call us at 1-885-584-2282 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:

Your name and account number:

You name and account number:

A description of the curror or transfer you are unsure of, with you believe it is an error; or why you need more information.

A description of the curror or transfer you are unsured, with you believe it is an error; or why you need more information.

We will investigately your complete and will correct sury stror promptly. If we take more than 10 business days (or 20 business days for new accounts) to do this, we will cateful your account for the amount you think is in error so that you will have use of the money during the sme if takes us to complete our investigation.

IN CASE OF ERRORS OR QUESTIONS ABOUT NON-ELECTRONIC TRANSACTIONS: Contact the berk immediately 8 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, 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 by you. For more complete details, see the your must notify the bank in writing no later than 30 days after the statement was made available by you. For more complete details, see the your must notify the bank in writing no later than 30 days after the statement as made available by your account. Deposit products and services are offered by JPMorgan Chase Bank, N.A. Mamber FDK.



JPMorgan Chase Bank, N.A. Member FDIC

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## EXHIBIT "2"

Chase Bank Account statement for Account No. xxxxx7601 for the month of March, 2022, Bates Nos. PLTFSCMOT0003 - PLTFSCMOT0105

Assessor's Parcel No. 177-22-411-025

WHEN RECORDED MAIL TO: Reza Athari & Associates C/O Georgann Accomando 626 9<sup>th</sup> Street Las Vegas, Nevada 89101

The undersigned hereby affirms that this document, including any exhibits, submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030)

#### **QUITCLAIM DEED**

## KNOW ALL MEN BY THESE PRESENTS THAT:

Pursuant to Divorce Decree filed in the Eighth Judicial District Court, Family Division, case number D-21-628915-D, MGN Trust, dated January 11, 2016, referred to as "Grantors", do hereby quitclaim unto "Grantee" GEORGANN ROSE REGIRO, a single woman, all the right, title, and interest in and to the following lands and property, together with all improvements located thereon, lying in the State of Nevada, County of Clark, to wit:

# LEGAL DESCRIPTION ATTACHED AS EXHIBIT "A"

IN WITNESS WHEREOF, this deed was executed by the undersigned on this day of \_\_\_\_\_, 2022.

MARIO ACCOMANDO, Trustee

GEORGANN ROSE REGIRO, Trustee f/k/a GEORGANN ACCOMANDO

Assessor's Parcel No. 177-22-411-025

Assessor's Parcel No. 177-22-411-02.	,
<u>A</u> CKN	NOW <u>LE</u> DGMENT
STATE OF NEVADA ) : ss.	
COUNTY OF CLARK )	
entiefactory evidence) to be the person.	known to me (or proved to me on the basis of whose name is subscribed to this instrument and he capacity on behalf of the entity upon which the he
	NOTARY PUBLIC
<u>A</u> CK <u>ì</u>	NOW LEDGMENT
STATE OF NEVADA ) : ss. COUNTY OF CLARK )	
This instrument was acknowl GEORGANN ROSE REGIRO, person	ledged before me on by nally known to me (or proved to me on the basis of whose name is subscribed to this instrument and he capacity on behalf of the entity upon which the he
	NOTARY PUBLIC
Grantor(s) Name and Address: MGN Trust, dated January 11, 2016 8546 Proycon Avenue Las Vegas, Nevada 89139	Grantce(s) Name and Address: GEORGANN ROSE REGIRO 626 9th Street Las Vegas, Nevada 89101
	SEND TAX STATEMENTSTO

#### EXHIBIT "A"

Assessor's Parcel No: 177-22-411-025

ALL THAT CERTAIN PARCEL OF LAND SITUATED IN THE COUNTY OF CLARK AND STATE OF NEVADA BEING KNOWN AND DESIGNATED AS FOLLOWS:

#### PARCEL 1:

LOT ONE (1) IN BLOCK TWO (2) OF BERMUDA/SERENE, (A COMMON INTEREST COMMUNITY), AS SHOWN BY MAP THEREOF ON FILE IN BOOK 76 OF PLATS, PAGE 70 IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

#### PARCEL II:

TOGETHER WITH AND RESERVING THEREFROM, A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER THOSE PORTIONS OF SAID SUBDIVISION AS SHOWN AS PRIVATE DRIVES AND COMMON AREA.

#### STATE OF NEVADA DECLARATION OF VALUE

1. Assessor Parcel Number(s)	
a. 177-22-411-025	
ъ	
c	
d	
2. Type of Property:	
Fire translation De	es. FOR RECORDERS OPTIONAL USE ONLY
2 4 Dlay	Book Page:
U, U COMBON P WAR	Date of Recording:
e. Apt. Bldg f. Comm'l/Ind'l	<del>-</del>
g. Agricultural h. Mobile Home	Notes:
Other	
3.a. Total Value/Sales Price of Property	\$ <u>-</u> 0-
b. Deed in Lieu of Foreclosure Only (value of	property(
c. Transfer Tax Value:	\$ <u>-</u> 0
d. Real Property Transfer Tax Due	\$ <del>-</del> 0-
2. 2	· ··· <del>-</del>
4. If Exemption Claimed:	
a. Transfer Tay Exemption per NRS 375.0	90, Section 06
b. Explain Reason for Exemption: Transfer	r between spouses in compliance with a
divorce decree	_ = -
5. Partial Interest: Percentage being transferre	<u>d: 10</u> 0 · %
The undersigned declares and acknowledges, u	nder penalty of perjury, pursuant to NRS 375.060
The undersigned declares and acknowledges, and	d is correct to the best of their information and belief,
and NRS 373.110, that the information if cells	d upon to substantiate the information provided herein.
and can be supported by documentation if can	e of any claimed exemption, or other determination of
Furthermore, the parties agree that disanovalies	% of the tax due plus interest at 1% per month. Pursuant
additional tax due, may result in a penalty of 10	winds, and agree the liable for any additional amount owed
to NRS 375.030, the Buyer and Seller shall be J	ointly and severally liable for any additional amount owed
	Ccity
Signature	Capacity:
	<b>0</b>
Signature	Capacity:
	THE COLUMN TWEE THEODY ATION
SELLER (GRANTOR) INFORMATION	BUYER (GRANTEE) INFORMATION
(REQUIRED)	(REQUIRED)
Print Name:	Print Name:
Address:	Address:
City:	
State: Zip:	State: Zip:
· · — — — —	-
COMPANY/PERSON REQUESTING REC	ORDING (Required if not seller or buyer)
Print Name:	Escrow #
Address:	
City:	State: Zip:
3 .11 9	

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED





# Real Property Transfer Tax Table (Effective 10/01/03)

				TRANSFER	_	-					TRAN				 <del>-</del>
	TAXA	BLE V	ALUE	IKANSFER			ĻŲE	TAX						TAYÂ <b>BL</b> E VALL E	<del>-</del> —
1-	0		100	NONE	25,001		25,500	130.05	50,0	01	•	50,500	257.5\$		
	101	-	500	2.55	25,501	-	26,000	132.60	50,5	01	•	51,000	250.10		
1	501	-	1,000	5.10	26,001	-	26,500	135.15	51,0	01	•	51,500	262,65		
	1,001	_	1,500	7.65	26,501	-	27,000	137.70	51,5	01	•	52,000	265.20		
i	1,501	_	2,000	10.20	27,001	-	27,500	140.25	52,0	01	•	52,500	267.75		
	2,001	-	2,500	12.75	27,501	-	28,000	142.80	52,5	01	-	59,000	270.30		
	2,501	_	3,000	15.30	29,001	-	28,500	145.35	53,0	91	-	53,500	272.85		
•	3,001	_	3,500	17.85	28,501	-	29,000	147.90	53,5	01	•	54,000	275.40		
I	3,501	-	4,000	20.40	29,001	-	29,600	150.43	54,0	01	-	54,500	277.95		
	4,001	-	4,50D	22.95	29,501	_	30,000	153.00	54,5	01	-	55,000	280,50		
	4,501		5,000	25.50	30,001	-	30,500	155.55	65,0	Ď1	-	55,500	283.05		
	5,001	_	5,500	28,05	30,501	-	31,000	158.10	55,5	01	-	56,000	285.60		
	5,501	_	6,000	30.60	31,001	-	31,500	16D.65	56,0	01	-	56,500	289.15		
•	6,001	_	6,500	33.15	31,501	-	32,000	163.20	66,5	91	-	57,000	290.70		
	6,501	_	7,000	35.70	32,001	-	32, <del>5</del> 00	165.75	57,0	01	•	57,500	293.25		
	7,001	_	7,500	38.25	32,591	-	33,000	168.30	57,5	01	-	58,000	<b>295.80</b>		
I	7,501	-	8,000	40.80	33,001	_	33,500	170.85	58,0	01	-	58,500	298.35		
		-	8,500	43,35	33,501	_	34,000	173,40	58,5	01	-	59,000	300.90		
1	8,001	-	9,000	45.BD	34,001	_	34,500	175.95	59,0	01	-	59,600	303.45		
	8,501		9,500	48,45	34,501		35,000	178.50	59,5	01	-	60,000	308.00		
i	9,001	•	10,000	51.0D	35,001	_	35,500	181.05	60,0	<b>Q1</b>	•	50,500	308.55		
	9,501	-		53.56	35,501	_	36,000	183.60	60,5	01	-	61,000	311.10		
	10,001	-	10,500	58.10	36,001		36,500	186.15	61,0	01	-	61, <del>5</del> 00	313.65		
	10,501	-	11,000	58.65	36,501		37,000	188.70	61,5	01	-	62,000	316.20		
	11,001	•	11,500	61.20	37,001		37,500	191,25	62,0	01		62,500	318.75		
	11,501	-	12,000		37,501		38,000	193.50	62,5	01	-	63,000	321.30		
	12,001	-	12,500	63.75	38,001	-	38,500	196,35	63,0	01	-	63,500	323.85		
	12,501	-	13,000	68,36		-	39,000	198.90	63,5	01	_	64,000	326.40		
	13,001	•	13,500	88.85	38,501	-	39,500	201.45	64,0	01	_	64,500	328.95		
	13,501	•	14,000	71.40	39,001		40,000	204.00	64.5	01	-	65,000	331.50		
1	14,001	-	14,500	73,95	39,501	-	40,500	208.55	65.0	01	-	65,500	334.05		
1	14,501	•	15,000	76.50	40,001		41,000	209.10	85,5	01		66,000	336.60		
	15,001	-	15,500	79,05	40,501	-		211.65	66,0	<b>D1</b>	_	66,5D0	339,15		
	15,501	-	18,000	81.60	41,001	•	41,500 42,000	214,20	50,5	01		67,000	341.70		
	16,001	-	18,500	84.15	41,501	•		218,75	67,0	01	_	67,500	344.25		
1	16,501	-	17,000	86.70	42,601	-	42,500	219.30	67,5	01	_	68,000	346.80		
-	17,001	•	17,500	89.25	42,501	-	43,000	221.85	68.0	01	_	68,500	349,35		
	17,501	-	18,000	p1,60	43,001	-	43,500	224,40	68,5	01	_	69,000	351,80		
	10,001	-	18,500	94.35	43,501	-	44,000		69,0	Q1	_	69,500	354,45		
	18,501	•	19,000	96.90	44,001	-	44,500	226.95	<b>-</b>		_	70,000	357,00		
	19,001	-	19,500	99,45	44,591	-	45,000	229.50	69,5 70,0	01	_	70,500	359.55		
	19,501	-	20,000	102,00	45,001	-	45,500	232.05	70,5	01	_	71,000	382.10		
	20,001	-	20,500	104,55	45,501	-	46,000	234,60		01	_	71,500	364.65		
	20,501	-	21,000	107.10	46,001	-	46,500	237.15	71,0			72,000	367.20		
	21,001	-	21,500	109.65	46,501	-	47,000	239.70	71,5	01	_	72,500	36 <b>9.</b> 75		
	21,501	-	22,000	112.20	47,001	-	47,500	242.25	72,0	01		73,000	372.30		
	22,001	-	22,500	114.75	47, <del>5</del> 01	٠	48,000	244.60	72,5	01 01	:	73,500	374.85		
	22,501	-	23,000	117,30	48,001	•	48,500	247.35	73,0 73.5	01		74,000	377.40		
	23,001	-	23,500	119.85	48,5D1	-	49,000	249,90	73,5	01	•	74,500	379.95		
	23,501	-	24,000	122.40	49,001	•	49,500	252.45	74,0	01	-	75,000	382.50		
	24,001	-	24,500	124.95	49,501	-	50,000	255.00	74,5	01	•	75,000	301.34		
	24,501	-	25,000	127.50										–	-

Note: To calculate a value over \$100,000.00, add the value over \$100,000.00 to the amount already determined for the \$100,000.00 value, i.e., if the value is \$233,333.00 the calculation would be as follows: \$510.00 + 510.00 + 170.85 = \$1,190.85



# Office of the County Recorder Debbie Conway Clark County Recorder

# **Real Property Transfer Tax Exemptions**

Exemption Number	SUMMARY EXPLANATION (For complete text refer to NRS 375.090)
1 *	Transfer between affiliated business entities with identical common ownership OR between parent and direct subsidiary companies. Click here for Guidelines
2	Transfer to a government entity.
3 *	Recognize true status—must show complete explanation on Declaration of Value form. (i.e., re-record to correct legal description) <u>Click here for Guidelines</u>
4 *	Remove co-owner or joint tenant without consideration. Click here for Guidelines
5 *	Transfer between parents and children, spouse to spouse, or between registered Nevada domestic partners – must state relationship on Declaration of Value. (i.e. from mother to son; parents to daughter & son-in-law) Click here for Guidelines
6 *	Transfer between spouses in compliance with a divorce. (Divorce decree required)
7 *	Transfer without consideration to or from a trust. Click here for Guidelines
8	Transfer of UNPATENTED mining claims or UNPATENTED mineral claims. (Patented claims are taxable and have an Assessor's Parcel Number)
9 *	Transfer to a business entity of which grantor is 100% owner. (Grantor must have direct and total ownership of the Grantee) Click here for Guide <u>lines</u>
10	Transfer of real property by deed which becomes effective upon the death of grantor pursuant to NRS 111,655 to 111.699 inclusive.
11	Transfer in compliance with bankruptcy proceedings. (Proceeds must go to bankruptcy – BK number required)
12	Transfer to a Nevada educational foundation grades K-12. (Must comply with NRS 388.750 Nevada school for Nevada students)
13	Transfer to a Nevada university foundation. (Must comply with NRS 396.405 Nevada school for Nevada students)
14 *	Transfer to a library foundation. "Library foundation" has the meaning ascribed to it in NRS 379.0056.

500 S. Grand Central Pkwy Box 551510 Las Vegas, NV 89155-1510

<sup>\*</sup> The Office of the Clark County recorder audits documents subject to real property transfer tax at the time they are presented for recording. Documentation in support of the declared value or exemption is required at the time of recording. Click here for an explanation of the audit process and suggested documentation.



# Office of the County Recorder Debbie Conway Clark County Recorder

#### Declaration of Value Form Instructions

#### Complete the following sections:

- 1. Assessor parcel number(s) (APN) List all parcel numbers affected by the property transfer. If more than 4 parcel numbers, attach a list with remaining numbers.
- 2. Type of Property One box must be checked. If "other" fill in blank with description (i.e., Timeshare, Water Rights, etc...)
- 3. Total Value/Sales Price of Property (see options below)
  - 3a Show full purchase price of real property (for Deeds in Lieu of Foreclosure amount of unpaid debt).
  - If there is NO SALE and does not fall under exemption; use the Assessor's Taxable Value or the last sales price within the previous five years, whichever is greater (NRS 375.010).
  - Trustee's deeds are taxable on the bid amount plus costs (if not foreclosing on first mortgage include first mortgage as part of costs).
  - 3b For Deeds in Lieu of Foreclosure Only the Total Value (3a) is the amount of the unpaid debt, same as the amount that will appear on 1099c. Insert at (3b) the fair market value of the property per NRS 375.010.
  - 3c Transfer Tax Value Subtract line 3b from line 3a to determine taxable value 3c.
     If the percentage of ownership being transferred is less than 100%, apply the percentage here.
     If the unpaid debt is greater than the fair market value of the property, the difference is taxable.
  - 3d Real Property Transfer Tax based on the value shown at line 3c the tax is calculated at the statutory rate of \$2.55 per each \$500.
- 4a. If you wish to claim an exemption, please refer to exemptions listed in NRS 375.090 and insert exemption number here.
- 4b. If an exemption is claimed, an explanation on line 4b is required. Certain exemptions require supporting documentation at the time of recording. Re-records and corrections require the book/instrument of the previously recorded document.
- 5. Partial Interest: Percentage being transferred required if the percentage is less than 100%.

Signature - One original signature required.

Capacity - Relationship of the person signing to the parties on the document. (Grantor, Grantee, Trustee, Attorney, etc.)

Seller/Grantor and Buyer/Grantee Information – Names and addresses of both parties <u>must</u> be completed (for contact purposes).

**Company Requesting Recording** – Must be completed if the party presenting the document for recording is neither the grantor nor the grantee. If there is an escrow number, it must be stated.

Though not an official record as defined in state statute, this document will be imaged with the deed it accompanies. There is no statute that allows a recording to take place without a Declaration of Value or revealing the amount of tax paid on the recording stamp.

# EXCLUSIVE AUTHORIZATION AND RIGHT TO SELL, EXCHANGE, OR LEASE BROKERAGE LISTING AGREEMENT (ER)



This is intended to be a legally binding contract. No Representation is made as to the legal or tax consequences of this contract. If you desire legal or tax advice, consult your attorney or tax advisor.

1. EXCLUSIVE RIGHT TO SEL	L:		
I/We, Georgeann Accomando Mari	o (Te) Accomando	_	("Seller") (Company Name, herein after
nereby employs and grants	Platinum R.E. Prof	essionals	(Company Name, herein after
"Dealest") the evolution and interval	able right commencing (	ıπ	, and expires at 11.37 p.m. racine
Time on in call.	lease or exchange the Rea	al Property R	ocated in the City of Las velas .
County of Clark	Nevada, APN#:	177-17-3	202-010 commonly known as:  NV 89139-7843 ("the Property").
8546 Progron St	•	Las Veças	NV 89139-7843 ("the Property").
TERMS OF SALE: The listing	price shall be S 9	50,000.00	with a suggested amount of an
Earnest Money Deposit (E. J.) of	9,500 00		
Eachest Methoy Doposit 12 13 7 oct			
T M. Coch M. CO	NV PERHA Diese	e <b>B</b> IVA	☐ Lease Option ☐ Owner Will Carry
	A MILIMY ELECTION		· · · · · · · · · · · · · · · · · · ·
Other:			<del></del>
		m	. A sugarment includes 11 and layer as
	ease, then the term "Selter	" used in this	s Agreement includes "Landlord" as
applicable.)			
Seller 🛭 does -OR- 🗓 does net aut	horize Broker to disclose	the existence	e of multiple offers to purchase the
property to potential buyers SELL	ER(S) INITIALS:	/ <u>/_</u> _	/
hk) F			
Seller & does -OR does not aut	hariza Broker to disclose	the offer(s)	price and terms
		the orientaly.	price and issues
SELLER(S) INITIALS:/_	/		
3. PROPERTY OFFEREN FOR	<b>SALE:</b> The listing price is	noted above	includes the Property and all
improvements and fixtures perman	ently affixed and installed Personal Property are <b>inc</b> h	l.	includes the Property and all above price and shall be conveyed
improvements and fixtures perman a. The following 16 as of I	ently affixed and installed Personal Property are <b>inc</b> h	l.	
a. The following in as of I unencumbered in escrow by a valid	ently affixed and installed Personal Property are inch bill of sale:	l. uded in the a	above price and shall be conveyed
a. The following in as of I unencumbered in escrow by a valid	ently affixed and installed Personal Property are inch bill of sale:	l. uded in the a	above price and shall be conveyed
a. The following in as of I unencumbered in escrow by a valid	ently affixed and installed Personal Property are inch bill of sale:	l. uded in the a	
a. The following is as of I unencumbered in escrow by a valid	ently affixed and installed Personal Property are inch bill of sale:	l. uded in the a	above price and shall be conveyed
a. The following tens of I unencumbered in escrow by a valid	ently affixed and installed Personal Property are inch bill of sale:	l. uded in the a	above price and shall be conveyed
a. The following is as of I unencumbered in escrow by a valid	ently affixed and installed Personal Property are inch bill of sale:	l. uded in the a	above price and shall be conveyed
a. The following is as of I unencumbered in escrow by a validation of the following items of the following items of the following items of the home. If the process we can be seen as the of the home. If the process we can be considered in the process of the home.	ently affixed and installed Personal Property are inchability of sale:  Personal Property are excluded tains II -OR- Does Not security, environmental containes contain SMART Teaporporated as part of this a	uded in the a  uded from the a  Contain & the second in th	above price and shall be conveyed  he above price and not included in the  SMART technology which powers and one entertainment features but not limited for will complete a SMART Home didentifies the items seller intends to
a. The following is as of I unencumbered in escrow by a validation of the following items o	Personal Property are inches bill of sale:  Personal Property are exclusions II -OR- Does Not equity, environmental continues contain SMART Tecorporated as part of this a Fixures must convey unless that the same of the sam	uded in the a  uded from the a  Contain  rols and hon hnology sell greement and ess identified	he above price and not included in the  SMART technology which powers and one entertainment features but not limited ler will complete a SMART Home didentifies the items seller intends to diabove.
a. The following is as of I unencumbered in escrow by a validation of the following items o	ently affixed and installed Personal Property are inchability of sale:  Personal Property are exclusive environmental contains II -OR- Does Not recurity, environmental contains SMART Temperatures as part of this a Fixures must convey unless that the environmental convey	uded in the a  uded from the a  Contain   rols and hon hnology sell greement and ess identified  eed to each a	he above price and shall be conveyed  he above price and not included in the  SMART technology which powers and one entertainment features but not limited ler will complete a SMART Home didentifies the items seller intends to diabove.

This form presented by Asron & Rollott | Platinum R.E. Professionals | 7025450020 | Asron@homepros vegse

1 2 3 4	Seller identifies above items as included or excluded in offering of the Property for sale. Seller understands that the purchase agreement takes precedence over any intention identified above and will ultimately determine what items are included and excluded in the sale. Seller further understands it is their responsibility to ensure the items not included in the sale are addressed in any counter offer to ensure buyers understanding of
5 6 7	sellers intent.  d. Leased or Liened Items: The following items are leased or subject to a lien in securing payment:  Solar power system
8	$\Box$ Other(s) $\Box$
9 10 11 12	Seller will provide to Buye as a part of the purchase agreement, copies of lease documents, or other documents obligating Seller to pay for such leased or lien items.
13 14 15	<b>4. TITLE INSURANCE:</b> Seller agrees to provide Buyer with an owner's policy of title insurance in the amount of the selling price.
16 17 18 19	5. COMPENSATION TO BROKER: Compensation is solely a matter of negotiation between Broker and Seller and is not fixed, suggested controlled or recommended by GLVAR, MLS or any other person not a party to this Agreement, Seller agrees to pay Broker as compensation for services:
20 21 22 23	IF A SALE: 3
24 25 26 27	IF A LEASE: 0 % of the total rental agreed to be paid by lessee  \[ \Boxed{AND} \cap \Boxed{OR} \\$ (flat fee amount). Seller acknowledges that offers of cooperative compensation are between brokers and are not negotiable between the Seller and Tenant.
28 29	Compensation shall be
30 31	a. if the Property is sold or leased by Broker, or through any other person including Seller, on the above terms or any other price and terms acceptable to Seller during the above time period or any extension of said time
32 33 34	b. if the Property is Transferred, conveyed, leased, rented, or made unmarketable by a voluntary act of Seller without the consent of Brobur, during the time period or any extension of said time period;
35 36 37 38	c. if within 180 calendar days of the final termination, including extensions, of this Agreement, the Property is sold, conveyed, or otherwise transferred to anyone with whom the Broker has had negotiations or to whom the Property was shown prior to the final termination. This section (c) shall not apply if Seller enters into a valid Brokerage Listing Agreement with another licensed real estate Broker after the final termination of this
39 40 41 42	Exclusive Brokerage Listing Agreement.  d. In the event of an exchange, permission is hereby given to the Broker to represent such parties as Broker may deem appropriate and collect compensation from them provided that there is full disclosure to all parties. If completion of sale is prevented by default of Seller, or the refusal of Seller to accept an offer in accordance with the price and terms of this Agreement, then upon event, Broker is authorized to take any action reasonably necessary
43 44 45 46 47	to collect said commission. If completion of sale is prevented by a party to the transaction other than Seller, Broker may collect its commission only if and when Seller collects damages by suit or otherwise, and then in an amount not less than one-half of the damages recovered, but not to exceed the above compensation after first deducting title expenses, escrow expenses, and the expenses of collections if any.
48 49	e. Broker is authorized to cooperate and divide with other brokers the above compensation in any manner acceptable to Broker. Seller hereby irrevocably assigns to Broker the funds and proceeds of Seller in escrow equal
	Seller acknowledges that height has read, understood, and agreed to each and every provision of this page.
	SELLER(S) INITIALS:///
	Exclusive Right (ER) Listing Ag sement Rev. 04.22 Page 2 of 11 ©2022 Greater Las Vegas Association of REALTORS®

to the above compensation. In the event any sum of money due under this Agreement remains unpaid for a period of thirty (30) days, such sum shall bear interest at the rate of 10 percent per annum from the due date until paid.
6. DEPOSIT: Broker is authorized to accept on Seller's behalf a deposit to be applied toward purchase price of lease. Said deposit shall be held by: (SELECT ONE) ■ Escrow -OR- □ Broker -OR- □ Other
7. AGENCY RELATIONSHIP:  a. Broker warrants that he holds a current, valid Nevada real estate license. Broker shall act as the agent of the Seller and may also assign or designate a licensee of the Broker who shall act as the representative of the Seller in any resulting transaction.  b. Depending upon the circumstances, it may be necessary or appropriate for the designated licensee to act as agent for both Seller and Buyer, exchange parties, or one or more additional parties. If applicable, Broker and the designated licensee shall disclose to Seller any election to act as an agent representing more than one party and obtain the written Consent To Act Form signed by all parties to the transaction.  c. Broker may also have licensees in its company who are agents of the Buyer who may show and negotiate an offer to purchase Seller's Property. In this event, the licensees who represent the Buyer will only represent the Buyer in the transaction with all duties owed to the Buyer and not the Seller. This, therefore, does not require a self-content of the Seller of the Seller of the Seller.
Consent To Act Form.
8. REQUIRED DISCLOSTIRES:  a. Unless exempt under NRS chapter 113, Seller shall truthfully complete and sign a Seller's Real Property Disclosure Statement concerning the condition of the Property. Seller shall update the Seller's Real Property Disclosure as necessary.
b. If the Property is or has been the subject of a construction defect claim, whether litigated or not, Selle shall provide the disclosure required by NRS 40.688.
e. If the Property has built prior to 1978, Seller shall complete the Disclosure of Information on Lead Based Paint Hazards in accordance with Federal Regulations.  d. Seller acknowled ges receipt of the Residential Disclosure Guide:
SELLER(S) INITIALS:/
9. INDEMNIFICATION: Soller agrees to save, defend, and hold Broker, GLVAR, and the MLS hamiless from all claims, disputes, litigation, and/or judgments arising from (1) any misrepresentation, breach of warranty or breach of a promise by Seller in Fas Listing Agreement (ii) any incorrect information supplied by Seller, (iii) any fact concerning the Property new disclosed by Seller, including any facts known to Seller relating to adverse conditions or latent defects, (iv) the use of a keybox, or (v) any injury or damage to persons or property in connection with the marketing or showing of the Property. This indemnification shall survive Broker's performance and any transfer of title.
10. FAIR HOUSING: Breker shall offer the Property for sale or lease without regard to race, color, religion, sex national origin, age, gender identity or expression, familial status, sexual orientation, ancestry, or handicap and an other current requirements of federal or state fair housing laws.
11. COMMON INTERES COMMUNITY: The Property D is -OR-M is not located within a Common Interes Community (CIC). If yes, please complete the following:
Name of ClC(s):  Telephone:  Dues: \$ payable \( \Precedent \) monthly -OR- \( \Precedent \) quarterly  Seller \( \Precedent \) is -OR- \( \Precedent \) is not current on all dues and assessments.
Seller acknowledges that hessic has read, understood, and agreed to each and every provision of this page.
SELLER(S) INITIALS: /////
Exclusive Right (ER) Listing Aggement Roy, 64.22 Page 3 of 11 ©2022 Greater Las Vegas Association of REALTORS®

1 2

1	
2	Name of CIC(s):
3	Name of CIC(s): Dues: \$ payable \( \precedef{D}\) monthly -OR- \( \precedef{D}\) quarterly
4	Seller □ is -OR- !! is not current on all dues and assessments.
5	N
6	Name of ClC(s) Ducs: \$ payable \( \Boxed{\text{monthly -OR-}} \Boxed{\text{quarterly}}
7	Seller is -OR- is not current on all dues and assessments.
9 9	
10	If the Property is located within a CIC, Seller acknowledges and agrees to obtain (at Seller's own expense as
11	required by NRS 116.4109) and/or provide the information required by NRS 116.4109 and 116.41095 to Broker
12	for delivery to Buyer.
13	The state of the state of the property of the property of the state of
14	12. SPECIAL ASSESSM NTS: The Property □ is -OR- is not subject to special government assessments, such as SID and LID. (For autormation please go to: www.amgny.com)
15 16	If yes, please complete the following:
17	11 yes, prease complete the Armang.
18	Balance remaining:
19	Payment amount:
20	Payment Due: selectione (1) Monthly [] Quarterly [] Semi Annually [] Annually []
21	Dokon to install a kayboy (electronic E
22	13. KEYBOX: Seller & does -OR- \( \) does not authorize Broker to install a keybox (electronic \( \) \
23	-OR-mechanical □) in expection with the showing of the Property. A mechanical keybox is a combination-type box that can be opened by enjoine who has access to the combination/code. The MLS requires that a valid working
24 25	code for a mechanical keytox be included in the listing for ease of showing. The code is a confidential field that is
25 26	not intended to be available of the public. Seller acknowledges that they have been advised that:
27	
28	a. The purpose and reaction of the keybox is to permit access to the interior of the Property by all members
29	of GLVAR's MLS as well as any licensed professionals necessary to facilitate the sale of the Property;
30 21	b. Seller should sair guard Personal Property and valuables located within the Property; c. It is not a requirement of the GLVAR's MLS for a Seller to allow the use of a keybox;
31 32	d. Where a tenant encupies the Property, the tenant's consent is also required, which shall be obtained by
33	the Seller or his/her Proper y Manager:
34	e Seller Ed does - OR- 🗓 does not authorize Broker to issue "One Day Codes" to access the electronic
35	keybox installed on the recently. A "One Day Code" is an electronic means to allow access to the keybox key
36	compartment. Broker shot only issue such codes to licensed professionals. Broker further agrees to use all
37	reasonable means to verify (a) identity of said licensed professionals.
38	f. Owner acknowledges that GLVAR, the MLS, Broker or its Listing Agent is not insuring owner or occupant against theft, loss or vandalism resulting from such access. Owner is responsible for taking such steps as
39 40	may be necessary to secure and protect the Property during any time that a keybox is being used and obtaining
4() 41	appropriate insurance.
42	dppropriate interview.
43	14. RENT/LEASE: The Reperty □ is -OR- is not currently occupied by a Tenant.
44	The Property [] is OR- [] is not subject to a management agreement with: (name of Property Manager and phone
45	number): Seller agrees to not rent or lease the Property during the term of this Agreement without fourteen (14) days prior written notice to Broker.
46	lease the Property during the term of this Agreement without fourteen (14) days prior written notice to Broker.
47	
	Seller acknowledges that which has read, understood, and agreed to each and every provision of this page.
	SELLER(S) INITIALS:////
	Exclusive Right (ER) Listing A <sub>s. Them</sub> Rev. 04.22 Page 4 of 11 ©2022 Greater Las Vegas Association of REALTORS®

1 2 3 4 5 6 7 8 9 10	15. TAX WITHHOLDING: Seller agrees to perform any act reasonably necessary to carry out the provisions of the Foreign Investment in Real Property Tax Act (FIRPTA). If applicable (as designated in the Seller's Response herein), Seller agrees to complete, sign, and deliver to ESCROW HOLDER a certificate indicating whether Seller is a foreign person or a nonresident alien pursuant to the Foreign Investment in Real Property Tax Act (FIRPTA). A foreign person is a nonresident alien individual; a foreign corporation not treated as a domestic corporation; or a foreign partnership, trust on estate. A resident alien is not considered a foreign person under FIRPTA. Additional information for determining status may be found at www.irs.gov. Seller understands that if Seller is a foreign person then the Buyer must with an an amount to be determined by ESCROW HOLDER in accordance with FIRPTA, unless an exemption applies. Seller agrees to sign and deliver to the ESCROW HOLDER the necessary documents, to be provided the ESCROW HOLDER, to determine if withholding is required (see 26 USC Section 1445).
12	comments are or any other than the fine that the fine
13	FIRPTA DECLARATION: Seller declares that he/she  is not -OR-
14	☐ is a foreign person therefore subjecting this transaction to FIRPTA withholding.
15 16 17	SELLER(S) INITIALS://
18 19 20 21 22 23 24	16. MEDIATION: The Banker and Seller agree to negotiate in good faith in an effort to resolve any dispute related to this Listing Agreement at may arise between the parties. If the dispute cannot be resolved by negotiation, the dispute will be submitted to a mediator agreed to by the parties. Mediation fees, if any, shall be divided equally among the parties involved By initialing below, the parties confirm that they have read and understand this section and voluntarily agree to the provisions thereof.  SELLER(S) INITIALS:/ BROKERS INITIALS:/
25 26 27 28 29 30 31 32	17. MULTIPLE LISTING: SERVICE (MLS): Broker is a participant of THE GREATER LAS VEGAS ASSOCIATION OF REAL FORS® (GLVAR) Multiple Listing Service (MLS), and listing information about the Property will be provided to the MLS to be published and disseminated to its Participants and Subscribers in accordance with its Rules and Regulations and Sections 18, 19, 20 and 22 herein, unless Seller selects the Office Exclusive option in Section, 21 and signs the Office Exclusive Form. Broker is authorized to cooperate with other real estate Brokers, and so report the sale, its price, terms and financing for the publication, dissemination information and use by an arrized Association members, MLS Participants and Subscribers.
33 34 35 36 37 38 39 40 41	18. MARKETING AND ADVERTISING: Seller acknowledges that, unless Seller signs photo exclusion, photographs of the Property may be taken for publication in the MLS computer system. Subject to Section 20, Seller agrees that the Property may be advertised in any and all formats of media including but not limited to electronic and print advertion. Should Seller provide photographs of the Property, Seller warranties and represents that Seller has the owners of rights to said photographs and by providing said photographs irrevocably assigns any and all ownership rights to be Broker. Seller further acknowledges that once images are placed on the Internet neither the Broker nor the Seller have control over who can view such images and what use viewers may make of the images or how long such images may remain on the internet.
42 43 44 45 46	Seller acknowledges that prospective buyers and/or other persons coming on to the property may take photographs, video and/or other images of the property. Seller understands that Broker does not have the ability to control or block the taking of and use of images by such persons. Once the images are taken and or put into electronic display on the Internet or otherwise sublished neither the Broker nor the Seller has control over how such images are used.
47 48	Seller M does -OR- does not authorize Broker to commence public marketing and advertising activities.  SELLER(S) INITIALS://
49	Seller acknowledges that $h \sim p^{-1}$ has read, understood, and agreed to each and every provision of this page.
	SHLLER(S) INITIALS:/
	Exclusive Right (ER) Listing A — acut Rev. 04.22 — Page 5 of 11 — ©2022 Greater Las Vegas Association of REALTORS®
	CACHINA MENT CELL FISHER CO. TICHER CO. TO THE CO. C.

1 2	19. SIGN: Seller & does + # R- □ does not authorize Broker to install a FOR SALE/LEASE sign on the Property. (Seller may only authorize & sign if Seller has authorized marketing/advertising in Section 18.)
3 4 5 6 7 8 9 10 11 12 13	20. SELLER OPT OUTS: Seller further understands and acknowledges that MLS will disseminate the Property's listing information to those will brokers and agents (and/or their web vendors) who operate Internet sites, as well as other online providers, and that such sites are generally available to the public. Some, but not all, of these websites may include a commentar—section where consumers may include reviews and comments about the Property in immediate conjunction with the listing (blogging), or provide a link to the comments. In addition, some, but not all, of these websites may display an automated estimate of the market value of the Property in immediate conjunction with the listing, or provide—fink to the estimate. Seller can instruct Broker to have the MLS not display the property on the Internet. Seller also can instruct the MLS to not display the Property address on the Internet. Seller understands that these opt of would mean consumers searching for listings on the Internet may not see the Property or the Property's address in response to their search.
14 15	Seller may opt-out of any of the following features by initialing the appropriate space(s) below:
16 17 18 19	a
20 21 22 23 24 25 26 27 28 29	estimate of value isplayed or linked to the listed Property (the site operator may indicate that the feature was disabled at the request of the seller). *Please note that this automated estimate of value restriction applies to VOW fiftees only. Virtual Office Websites ("VOWs") are Internet sites operated by MLS Participant Broker inrough which they establish relationships and work with clients and customers in cyberspace in way: similar to how real estate professionals interact with clients and customers in a "brick and mortar" envirement. This restriction does not apply to automated estimates of value created by non-MLS Participant a position.
30 31	OR— c. / Seller does NOT opt out of any of the above.
32 33 34 35 36 37 38 39 40	21. OFFICE EXCLUSIVE. Seller does not authorize Broker to disseminate listing information about the Property via GLVAR MLS, howev: Celler acknowledges and agrees that Broker will file the fully executed Office Exclusive Form with GLVAR MLS in accordance with GLVAR MLS Rules and Regulations. Further, Seller acknowledges and agrees that if there is any Public Marketing of an Office Exclusive listing, then Broker must submit the listing to GLVAR MLS for dissimination to its participants within one (1) business day of the Public Marketing. Public Marketing includes, but is of limited to, flyers displayed in windows, yard signs, digital marketing on public facing websites, brokerage website displays (including IDX and VOW), digital communications marketing (email blasts), multi-brokerage listing sharing networks, and applications available to the general public.
41	Seller does -OR- 2 does OT select an Office Exclusive listing. (Seller may not select this option if Seller has authorized marketing/ad ortising in Section 18.)
42 43 44	SELLER(S) INTTIALS://
45 46 47 48 49	22. USE OF LISTING CONTENT: Seller acknowledges and agrees that all photographs, images, graphics, video recordings, virtual rours awings, written descriptions, remarks, narratives, pricing information, and other copyrightable elements related to the Property provided by Seller to Broker or Broker's agent (the "Broker Listing Content") and any change therefore may be filed with MLS, included in compilations of listings, and otherwise distributed, publicly displaced and reproduced in any medium. Seller hereby grants to Broker a non-exclusive,
	Seller acknowledges that her be has read, understood, and agreed to each and every provision of this page.
	SELLER(S) (NITIALS://
	Exclusive Right (ER) Listing Authorient Rev. 04.22 Page 6 of 11 ©2022 Greater Las Vegas Association of REALTORS®

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Exclusive Right (ER) Listing 40 Sment Rev. 14.22

irrevocable, worldwide, royalty-free license to use, sublicense through multiple tiers, publish, display, and reproduce the Broker Listing Content, to prepare derivative works of the Broker Listing Content, and to distribute the Broker Listing Content or any derivative works thereof in any medium. This non-exclusive license shall survive the termination of this Agre, ment for any reason whatever. Seller represents and warrants to Broker that the Broker Listing Content, and the lisense granted to Broker for the Broker Listing Content, do not violate or infringe upon the rights, including any converight rights, of any person or entity. Seller acknowledges and agrees that as between Seller and Broker, all Broker Listing Content is owned exclusively by Broker, and Seller has no right, title or interest in or to any Broker Listing Content.

23. NEVADA LAW: This Agreement is executed and intended to be performed in the State of Nevada, and the laws of Nevada shall gove its interpretation and effect. The parties agree that the State of Nevada, and the county in which the Property is located, is the appropriate judicial forum for any litigation, related to this Agreement.

- 24. ENTIRE CONTRAC F: All prior negotiations and agreements between the parties are incorporated in this Agreement, which constitutes the entire contract. Its terms are intended by the parties as a final, complete, and exclusive expression of their agreement with respect to its subject matter and may not be contradicted by evidence of any prior agreement or concemporaneous oral agreement. This Agreement and any supplement, addendum, or modification, including any photocopy or facsimile, may be executed in two or more counterparts, all of which shall constitute one and the same writing. The terms of this Agreement may not be amended, modified or altered except through a written agreement signed by all of the parties hereto. The parties agree that an MLS Change Order signed by Broker and Seller shall act as a valid written addendum to this Agreement.
- 25. PARTIAL INVALID (V: In the event that any provision of this Agreement shall be held to be invalid or not affect the validity or enforceability of the remainder of the Agreement in any unenforceable, such rulina respect whatsoever.
- 26. ATTORNEY'S FEES In the event suit is brought by either party to enforce this Agreement, the prevailing party is entitled to court costs and reasonable attorney's fees. If Broker hires an attorney to enforce the collection of any commission payable cursuant to this Listing Agreement and is successful in collecting some or all of such commission without communicing any action or proceeding, Seller agrees to pay such broker's reasonable attorneys' fees and costs and Seller agrees to pay interest at the legal rate on all compensation and other amounts owned or due to Broker from the time due until paid in full.
- 27. DAMAGES CAP No ithstanding any provision to the contrary contained in this Agreement, if Broker shall be liable to Seller for any matter arising from this Agreement, whether based upon an action or claim in contract, warranty, equity, negligeness intended conduct or otherwise (including any action or claim arising from an act or omission, negligent or otherwise, of the liable party) the maximum aggregate liability of Broker to Seller under this agreement shall not ex seed the aggregate commission amount that has been paid by Seller to Broker.
- 28. WARRANTY OF O' NERSHIP: Seller warrants that Seller is the sole owner of the Property or has the authority to execute this A recement. By signing below Seller acknowledges that Seller has read and understands this Agreement and agrees o the terms thereof.
- 29. FORECLOSURE: Sevier understands that failure to make loan payments may result in foreclosure of the Property by a mortgage holder and/or lien holder. Information regarding the foreclosure or brigation status of a property is available from the County Recorder where the Property is located. Seller represents that at the time of this listing (complete part and b):
- a. A Notice of Depart (Breach) and Election to Sell M has not -OR- 🗆 has (date:\_\_ recorded against the Property. If a Notice of Default has not been recorded against the Property as of the date of this Agreement, Seller agrees to notify Broker within five (5) business days of receipt of such a notice. Seller acknowledges that he be has read, understood, and agreed to each and every provision of this page.

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1 2 3	Seller understands that the recording of a Notice of Default begins a statutory foreclosure period, which varies in duration. At the end of the foreclosure period, the Property typically will be sold at a Trustee's Sale (foreclosure sale) and Seller will lose al. rights and interest in the Property.
4 5 6 7 8 9 10	b. Seller K has to to-OR- II has (date:
12 13 14 15 16	30. SIGNATURES: This * greement may be signed by the parties manually or electronically (digitally) and on more than one copy, which when taken together, each signed copy shall be read as one complete form. Facsimile signatures may be accepted as original
17 18 19 20 21	31. RECOMMENDATIC 15: If Broker recommends a builder, contractor, escrow company, title company, pest control service, appraiser, ender, home inspection company or home warranty company or any other person or entity to Seller for any purpose said recommendation shall be independently investigated and evaluated by Seller, who hereby acknowledges that any decision to enter into any contractual arrangement with any such person or entity recommended by Broker in be based solely upon such independent investigation.
22 23 24 25 26 27	32. DEFAULT: If Seller paterially breaches this Listing, Seller is in default and will be liable to Broker for the amount of the Broker's 10° specified in Section 5 and any other fees Broker is entitled to receive under this Agreement. If a sales price is not determinable in the event of an exchange or breach of this Listing, the Listing Price will be the sales price for purposes of computing Broker's fee. If Broker breaches this Agreement, Broker is in default and Seller may expressed any remedy at law.
28 29 30	33. BINDING EFFECI: Letter's obligation to pay Broker an earned fee is binding upon Selfer and Seller's heirs, administrators, executors, secessors and permitted assignees.
31 32 33	<b>34. JOINT AND SEVER</b> All Sellers executing this Listing are jointly and severally liable for the performance of all its terms.
34 35	35. TIME OF ESSENCE: is of the essence of this Agreement and each of its terms.
36 37 38 39 40 41	36. Seller hereby agrees that once an offer has been accepted the MLS Status shall be (choose one only):  2 Under Contract Show: The property may be shown even after an offer has been accepted.  ☐ Under Contract No Show: The property will not be shown once an offer has been accepted.  ☐ Determined by seller thou acceptance of the offer.
42 43 44 45 46 47 48	37. 1031 EXCHANGE: The Seller Didoes -OR-18 does not intend to perform an IRC Section 1031 tax deferred exchange. If yes, Broker is aware and acknowledges that Seller intends to perform an IRC Section 1031 tax deferred exchange. Broker will cooperate in such an exchange and Seller agrees to hold Broker harmless from any and all claims, costs, tiabilities or delays in time resulting from such an exchange.
	Seller acknowledges that he see has read, understood, and agreed to each and every provision of this page.
	SELLER(S) INITIALS://///
	Exclusive Right (ER) Listing Agreement Rev. 03.22 Page 8 of 11 ©2022 Greater Las Vegas Association of REALTORS®

LAS VEGAS ASS VALIDITY OR AU LEGAL By signing below,	OCIATIO DEQUACY LORTAX Seller con	ON OF REALTO Y OF ANY PRO' ( ADVICE, CON Sents to receive	GREEMENT HAS BEEN APPROVED BY THE GREATE ORS. NO REPRESENTATION IS MADE AS THE LEGAVISION OR THE TAX CONSEQUENCES THEREOF. FOR SULT YOUR ATTORNEY OR TAX ADVISOR, transmissions sent from Broker to the e-mail address(es)		
forth. Seller agrees to keep Broker advised of his/her address and telephone number (or a number when they may be reached wiff = 24 hours) at all times during the term of this Agreement.					
SELLER:					
Date		Time	□ AM □ PM		
Seller's Signature			Printed Name: Georgeann Accomando		
Phone 702-465-470	5_E-Mail	a <u>nnaro</u> se5853êgm	ail.com Address 8546 Procyon St Las Vegas NV 88128-7		
Date		_ Time	□ AM □ PM		
Seller's Signature _			Printed Name: Mario (Te) Accomando		
Phone N/A	E-Mail	N/A	Address 8546 Procyon St Las Vegas NV 69136-7		
Date	·	Time			
Sellor's Signature			Printed Name:		
Phone	_ E-Mr. i		Address		
Date		Time	□ AM □ PM		
Seller's Signature			Printed Name:		
Phone	_ E-M ui	<del>.</del>	Address		

Company		Platinu	m_R.E. Proj	fessionals	
Address5588	Fort Apache Road	#100	City	Las VegasState	NV Zip 89148
Phone	702-545-0020	_	E-Mail	Aaron@home	pros.vegas
Designated Licensee	Signature	_		_ Licens	e No 191404
Printed Name: Aaro	n Zoll≞tt			Licensee's Phone:	702-979-0906
Broker's Signature _			<del></del> .	License No.	43707
Printed Name: Dian	a Glaseman	Date	e	Time:	D AM D PM
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Exclusive Right (ER) Listing Agreement Rev. 04.22

#### WHAT EVERYONE SHOULD KNOW ABOUT EQUAL OPPORTUNITY IN HOUSING

The sale and porchase of a name is one of the most significant events that any person will experience — their more purchase of nousing, for includes the hopes dreams, aspirations, and economic destroy of those levelved. THE LAW - Civil Rights Act of 4866 Fair Housing Act Οľ Americans with Disabilities Act Equal Credit Opportunity Act origin sex hærtal State and Local Laws THE RESPONSIBILITIES Ine name saller the home sceiker and the For the Home Seller You should know that as a frome seller or randowly or, have a responsibility and a requirement undon the law not to discriminate in the cate. invancing of property on the basis of race, color religion, sex handwap, familia status, or national origin. You connot instruct the licensed broken or valesperson acting as your agent to convey for you are Printeriors in the sale or rental, because the maries at t terms or conditions in the perchase or rental, stery that locating is available or advertise that the property is available only to persons of a certain race, color religion, sex, handicup, familial status, or national origin. For the Home Seeker salor, religion, wareput disprimination with aide to 6 basine in voul price range magazi. · agual professional sorvice Initials reasonable acroimmodations in  ${\bf r}({\bf r}_{\rm t})$  , much cost and procedures for consons with anotherise. non-discriminatory terms, and conducted and the sale, rental, unanding, or insuring of a to be more from harassmooth or a ... ... on for exercising your fair bousings ghts FOR THE Real Estate Professional DEED AND PROPERTY COVENANTS IN RESTRICTIONS OF RECORD burning the history of the country, some persons have pained lestificients on property based on race, opior, responding an across, lamilial status, or national origin. Generally, example making of the coverage score proteins run or pands on property based on race, open, reagon, sox, condical, tamble status, or patients for particular types of refigious frousing and noising for order persons. The publication of these void racticular types of refigious frousing and noising for order persons. The publication of these void racticular types of refigious frousing and noising for order persons. The publication of these void racticular types of refigious frousing for provide a copy of the coverants or restrictions to the second appropriate forcewing meshage stirring a financial control of the coverants or restrictions. a. enants saecu en mon, color, religion, sex, handicap, contiliul stellos, or notional origin tota and unenterceable as violations of fail housing laws Be assured that all property is marketed in it, made eveligible without discundration based on race, color, religion, see, handmap ramidal status, or national origin. Should be made any questions regarding such restrictions, please contint your attitute. THE EQUAL OPPORTUNITY PROGRA ensuring irefession () THE MATIONAL ACCORDING OF REAL TOWNS The Code of Ethics

#### Fair Housing Partnership

The Fair Housing Partnership negetiation with the U.S. Department of Housing and What Development (HUD) colleges a program of voluntarity compilance. REALTORSS voluntarily participate in additions and program to contain the authority with the availability of equal housing opportunity, to establish office procedures to ensure that there is no ducief of equal professional service. It make major as a positive of contains from with other croups within the community to identify one retrieve benieves to fair housing

#### **FURTHER ASSISTANCE**

ripling violations of the Circle of Entires filed by a homescacker with allagos discriminatory years and in the availability. Local Busids of REALTORSS was archited in apple purchase or rental of Iromang, Local Boards of REAL cuses where a violation of the Code of Ethics is t ages a leave a responsibility to enforce the Code of Ethics through unifessional standards underdured and contentive action in in Gave obtained

Complaints alarging discremission (A. Pous ignores) 1. 10 a.v. in necessions of the Decardment of musing and Orban Severement (HUD), or by calling HUD's Discremination Hotis 1 and 669-9777, 1969-2919 (17.5.77) 1.1. information with purposes at 1 and 669-9777, 1969-2919 (17.5.77) 1.1. information with purposes at 1 and 669-9777, 1969-2919 (17.5.77) 1.1. information with purposes at 1 and 669-9777, 1969-2919 (17.5.77) 1.1. information with purposes at 1 and 669-9777, 1969-2919 (17.5.77) 1.1. information with purposes at 1 and 669-9777, 1969-2919 (17.5.77) 1.1. information with purposes at 1 and 669-9777, 1969-2919 (17.5.77) 1.1. information with purposes at 1 and 669-9777, 1969-2919 (17.5.77) 1.1. information with purposes at 1 and 669-9777, 1969-2919 (17.5.77) 1.1. information with purposes at 1 and 669-9777, 1969-2919 (17.5.77) 1.1. information with purposes at 1 and 669-9777, 1969-2919 (17.5.77) 1.1. information with purposes at 1 and 669-9777, 1969-2919 (17.5.77) 1.1. information with purposes at 1 and 669-9777, 1969-2919 (17.5.77) 1.1. information with purposes at 1 and 669-9777, 1969-97777, 1969-9777,

Page 11 of 11 Exclusive Right (ER) Listing Agrees. 1 Rev. 08/21 Agron E Zollett | Platinum R.E. Professionals | 7025450020 | Aaron@homepros.vegas

TRANSACTIONS

of REALTORS®

2021 Greater

# EXCLUSIVE AUTHORIZATION AND RIGHT TO SELL, AKCHANGE, OR LEASE BROKERAGE LISTING AGREEMENT (ER)

EQUAL HOUSING OPPORTUNITY

This is intended to be a (e.g. ..y binding contract. No Representation is made as to the legal or tax consequences of this contract. It you desire legal or tax advice, consult your attorney or tax advisor.

1. EXCLUSIVE RIGHT I/We, Georgeann Accomman hereby employs and grants	· <u>···</u>				("Sellet
hereby employs and grants	Platin	um R.E Pro	fessio <u>nal</u> s	(Compa	ny Name, neremat
"Broker") the exclusive and	in evocable right,	commencing	on ]	and expire .	es at 11129 pan, rac
Time on	to sell, lease or ex	change the R	cal Property	located in the City	Of Las venas
County ofClark	, Nevada, /	NPN#:	177-22-	411-025	_commonly known _cone_Caba Proparts
Time on County of Clark 9607 Lame Borse Dr			Tas Aedas	WA 63152	-3816 ( tile i tobeit)
2. TERMS OF SALE: Ila	hating price shall	be \$	350,000.00	, with a sug	ggested amount of a
Eurnest Money Deposit	15) of \$	3,500.00	···		
Terms available: M Casi	MCONV MF	на П Lea	se 🛣 VA	☐ Lease Option	🗆 Owner Will C
Other:					
(Note: If the Property is of applicable.)	for lease, then t	he term "Selle	er" used in th	is Agreement includ	des "Landlord" as
Seller M does -OR- □ does	net outhorize Brai	ker to disclose	the existence	e of multiple offer:	s to purchase the
property to potential buyers	SFLLER(S) INFL	TALS:	/ /	/	•
bitting to horomat payors	BIHLLEN				
Seller & does -OR- Il does	er authorize Brol	ker to disclose	the offer(s),	price and terms.	
SELLER(S) INITIALS:					
3. PROPERTY OFFEREN	FOR SALE: Th	e listing price	noted above	includes the Prop-	erty and all
3. PROPERTY OFFEREN	FOR SALE: The	e listing price ed and installe	noted above d.	includes the Prop-	erty and all
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improvements and fixture a. The following	ormanently affixed of Personal Pr	ed and installe	ed.		
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a. The following unencumbered in esprow of the following b. The following sale appliances listed	of Personal Prayalid bili of sale	ed and installed operty are incee:  coperty are except are except.	ed.  Iuded in the  Luded from	above price and sh	all be conveyed  d not included in the
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1 2 3 4 5	Seller identifies above items as included or excluded in offering of the Property for sale. Seller understands that the purchase agreement takes precedence over any intention identified above and will ultimately determine what items are included and excluded in the sale. Seller further understands it is their responsibility to ensure the items not included in the sale are addressed in any counter offer to ensure buyers understanding of sellers intent.
6	d. Leased or Liened Items: The following items are leased or subject to a lien in securing payment:
7	□ Solar power system □ Alarm system □ Propane tank □ Water softener
8	□ Other(s)
9	Lo Other(s)
0	Seller will provide to Buyer as a part of the purchase agreement, copies of lease documents, or other documents obligating Seller to pay for such leased or lien items.
2 3 4	4. TITLE INSURANCE agrees to provide Buyer with an owner's policy of title insurance in the amount of the selling price.
5 6 7 8 9	5. COMPENSATION TO BROKER: Compensation is solely a matter of negotiation between Broker and Seller and is not fixed, suggested, controlled or recommended by GLVAR, MLS or any other person not a party to this Agreement. Seller agrees a pay Broker as compensation for services:
:0 !1 !2 !3	FASALE: 3 % of the gross selling price of the Property <b>Z</b> AND / □ OR \$ 995 (flat fee amount). Seller acknowledges that offers of cooperative compensation are between brokers and are not negotiable between the Seller and Buyer.
.5 24	IF A LEASE: 0 % of the total rental agreed to be paid by lessee
25 26	☐ AND /☐ OR 3 (flat fee amount). Seller acknowledges that offers of cooperative compensation are between brokers and are not negotiable between the Seller and Tenant.
7	
28	Compensation shall be doe:
29	a, if the Property is sold or leased by Broker, or through any other person including Seller, on the above
80 81 82	terms or any other price and terms acceptable to Seller during the above time period or any extension of said time period;
33	b. if the Property is transferred, conveyed, leased, rented, or made unmarketable by a voluntary act of Seller without the consequent Broker, during the time period or any extension of said time period;
35 36	c. if within 180 calendar days of the final termination, including extensions, of this Agreement, the Property is sold conveyed or otherwise transferred to anyone with whom the Broker has had negotiations or to
37 38	whom the Property was see we prior to the final termination. This section (c) shall not apply if Seller enters into a valid Brokerage Listing Agreement with another licensed real estate Broker after the final termination of this Exclusive Brokerage Lister. Agreement.
10	d. In the event of an exchange, permission is hereby given to the Broker to represent such parties as Broker
11	may deem appropriate and collect compensation from them provided that there is full disclosure to all parties. If
12	completion of sale is prevented by default of Seller, or the refusal of Seller to accept an offer in accordance with
<del>1</del> 3	the price and terms of this Agreement, then upon event, Broker is authorized to take any action reasonably necessary
14	to collect said commission. It completion of sale is prevented by a party to the transaction other than Seller, Broker
15	may collect its commission only if and when Seller collects damages by suit or otherwise, and then in an amount
46	not less than one-half of the lamages recovered, but not to exceed the above compensation after first deducting title
47	expenses, escrow expenses and the expenses of collections if any.
48 49	e. Broker is author zed to cooperate and divide with other brokers the above compensation in any manner acceptable to Broker. Selim oreby irrevocably assigns to Broker the funds and proceeds of Seller in escrow equal
	Seller acknowledges that is. Ras read, understood, and agreed to each and every provision of this page.
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1 2	to the above compensation. In the event any sum of money due under this Agreement remains unpaid for a period of thirty (30) days, such sum shall bear interest at the rate of () percent per annum from the due date
3	untii paid.
4 5	6. DEPOSIT: Broker is an morized to accept on Seller's behalf a deposit to be applied toward purchase price or
6	lease, Said deposit shall be actd by: (SELECT ONE) Escrow -OR- Broker -OR- Other
7 8	7. AGENCY RELATION JHIP:
9	a. Broker warrants and he holds a current, valid Nevada real estate license. Broker shall act as the agent of
10 11	the Seller and may also assign or designate a licensee of the Broker who shall act as the representative of the Seller in any resulting transaction
12	b. Depending upon, he circumstances, it may be necessary or appropriate for the designated licensee to act
13 14	as agent for both Seller aud Buyer, exchange parties, or one or more additional parties. If applicable, Broker and the designated licensee shall disclose to Seller any election to act as an agent representing more than one party and
15	obtain the written Consen 11. Act Form signed by all parties to the transaction.
16	e. Broker may also gave licensees in its company who are agents of the Buyer who may show and negonate
17	an offer to purchase Seller Property In this event, the licensees who represent the Buyer will only represent the
18	Buyer in the transaction with all duties owed to the Buyer and not the Seller. This, therefore, does not require a
19	Consent To Act Form.
20	
21	8. REQUIRED DISCLOS RES:  a. Unless exempt under NRS chapter 113, Seller shall truthfully complete and sign a Seller's Real Property
22	Disclosure Statement concerning the condition of the Property. Seller shall update the Seller's Real Property
23	Disclosure as necessary.
24 25	b. If the Property 1° or has been the subject of a construction defect claim, whether litigated or not, Seller
26	shall provide the disclosure required by NRS 40.688.
27	c. If the Property was built prior to 1978, Seller shall complete the Disclosure of Information on Lead-
28	Based Paint Hazards in accordance with Federal Regulations.
29	d. Seller acknow/enges receipt of the Residential Disclosure Guide:
30	SELLER(S) INITIO LIST/
31	1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1
32	9. INDEMNIFICATIO* Letter agrees to save, defend, and hold Broker, GLVAR, and the MLS harmless from
33	all claims, disputes, litigation, and/or judgments arising from (i) any misrepresentation, breach of warranty or breach of a promise by Seller in this Listing Agreement (ii) any incorrect information supplied by Seller, (iii) any facts
34	concerning the Property no disclosed by Seller, including any facts known to Seller relating to adverse conditions
35 36	as latent defects, (ivially, is a selection or (v) any inputy or damage to persons or properly in connection with the
37	marketing or showing of the Property. This indemnification shall survive Broker's performance and any transfer of
38	title.
39	
40	10. FAIR HOUSING: Breder shall offer the Property for sale or lease without regard to race, color, religion, sex,
4 l	national origin, age, gender identity or expression, familial status, sexual orientation, ancestry, or handicap and any
42	other current requirements w federal or state fair housing laws.
43	One of the control of
44	11. COMMON INTERES I COMMUNITY: The Property   is -OR-  is not located within a Common Interest
45	Community (CIC). If yes, mease complete the following:
46 47	Name of CiCis). Stone Canyon Silvera
48	Name of CIC(s) Stone Canyon Silvera  Telephone: 70' 456-2580 Dues: \$ 68 payable monthly -OR- quarterly
49	Seller & is -UR- is not current on all dues and assessments.
	Seller acknowledges that a tree has read understood, and agreed to each and every provision of this page.
	SELLER(S) INITIALS://
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	UVERBOAR FORM (1904) TOPING 12 OF HOLY CO. 1

1	
2	Name of CIC(s): Dues: S payable \( \begin{array}{ccccc} \text{monthly -OR-} \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \
3	Telephone: Dues: S payable \( \square \) monthly -OR- \( \square \) quarterly
4 5	Seller □ is -OR- □ is not current on all dues and assessments.
6	Name of CIC(s):
7	Telephone: Dues: S payable monthly -OR- quarterly
8 9	Seller □ is -OR- □ is not current on all dues and assessments.
10 11 12 13	If the Property is located athm a CIC, Seller acknowledges and agrees to obtain (at Seller's own expense as required by NRS 116.4109) and/or provide the information required by NRS 1.16.4109 and 116.41095 to Broker for delivery to Buyer.
14 15 16 17 18	12. SPECIAL ASSESSMENTS: The Property □ is −OR− ₩ is not subject to special government assessments, such as SID and LtD. (For pitermation please go to: www.amgnv.com) If yes, please complete the billowing:  Balance remaining \$
19	Payment amount: 5
20 21	Payment Duc: selectione (1) Monthly □ Quarterly □ Semi Annually □ Annually □
22	13. KEYBOX: Sellet & ages -OR- I does not authorize Broker to install a keybox (electronic E
23 24 25 26 27	-/)R- mechanical []) in the mection with the showing of the Property. A mechanical keybox is a combination-type box that can be opened in the joine who has access to the combination/code. The MLS requires that a valid working code for a mechanical keybox be included in the listing for ease of showing. The code is a confidential field that is not intended to be available to the public. Seller acknowledges that they have been advised that:
28 29 30 31 32 33	a. The purpose an function of the keybox is to permit access to the interior of the Property by all members of GLVAR's MLs as well as any licensed professionals necessary to facilitate the sale of the Property;  b. Seller should san equirement of the GLVAR's MLS for a Seller to allow the use of a keybox;  c. It is not a requirement of the GLVAR's MLS for a Seller to allow the use of a keybox;  d. Where a tenant accupies the Property, the tenant's consent is also required, which shall be obtained by the Seller or his/her Property evianager;
34 35 36 37	e. Seller & does • • does not authorize Broker to issue "One Day Codes" to access the electronic keybox installed on the about A "One Day Code" is an electronic means to allow access to the keybox key compartment. Broker she only issue such codes to licensed professionals. Broker further agrees to use all reasonable means to verify the identity of said licensed professionals.
38 39 40 41 42	f. Owner acknowl tiges that GLVAR, the MLS, Broker or its Listing Agent is not insuring owner or occupant against theft. loss or randalism resulting from such access. Owner is responsible for taking such steps as may be necessary to secure and project the Property during any time that a keybox is being used and obtaining appropriate insurance.
43 44 45	14. RENT/LEASE: The F sperty □ is -OR- ▼ is not currently occupied by a Tenant.  The Property □ is -OR- □ is not subject to a management agreement with: (name of Property Manager and phone number):
46 47	lease the Property during the sem of this Agreement without fourteen (14) days prior written notice to Broker.
	Soller acknowledges that herefre has read, understood, and agreed to each and every provision of this page.
	SEILLER(S) INITIALS: _/
	Exclusive Right (ER) Listing ensent Rev. 04.22 Page 4 of 11 ©2002 Greater Las Vegas Association of REALTORS®

This form presented by Asic. E Sollatt Platinum R.E. Professionals | 7025450020 | Asico@homepros.vegas

1	15. TAX WITHHOLDIN :: Selicr agrees to perform any act reasonably necessary to carry out the provisions of
1 2	the Caraign Investment in Real Property Tax Act (FIRPTA). If applicable (as designated in the Sciler's Response
3	herein), Seller agrees to complete, sign, and deliver to ESCROW HOLDER a certificate indicating whether Seller
د 4	is a fermion person or a not recident alien nursuant to the Foreign Investment in Real Property Tax Act (FIRETA).
	A foreign person is a nonresident alien individual; a foreign corporation not treated as a domestic corporation; or a
5	foreign partnership, trust of estate. A resident alien is not considered a foreign person under FIRPTA. Additional
6	information for determining status may be found at www.irs.gov. Seller understands that if Seller is a foreign person
7	then the Buyer must with old a tax in an amount to be determined by ESCROW HOLDER in accordance with
8	FIRPTA, unless an exemption applies. Seller agrees to sign and deliver to the ESCROW HOLDER the necessary
9	documents, to be provided the ESCROW HOLDER, to determine if withholding is required (see 26 USC Section
10	
11	1445).
12	province and analysis of the deviloper that he/aha
13	FIRPTA DECLARATION: Seller declares that he/she
14	® is not −OR−
15	☐ is a foreign person there are subjecting this transaction to FIRPTA withholding.
16	SELLER(S) INITIALS:
17	
18	16. MEDIATION: The Looker and Seller agree to negotiate in good faith in an effort to resolve any dispute related
19	to this Lecture. A greeners were gray arise between the parties. If the dispute cannot be resolved by negotiation, the
20	aspute will be submitted to a mediator agreed to by the parties. Mediation fees, if any, shall be divided equally
21	among the parties involver. By initialing below, the parties confirm that they have read and understand this section
22	and an instantial agree to the arroyisions thereof
23	SELLER(S) INITIALS: BROKERS INITIALS:
24	
25	17. MULTIPLE LISTING SERVICE (MLS): Broker is a participant of THE GREATER LAS VEGAS
26	ASSOCIATION OF REA TORS (GLVAR) Multiple Listing Service (MLS), and listing information about the
27	Property will be provided to the MLS to be published and disseminated to its Participants and Subscribers in
28	accordance with its ki les and Regulations and Sections 18, 19, 20 and 22 herein, unless Seller selects the Office
29	Exclusive option in Sect. 11 and signs the Office Exclusive Form. Broker is authorized to cooperate with othe
30	real estate Brokers, and to report the sale, its price, terms and financing for the publication, dissemination
31	information and use by and prized Association members, MLS Participants and Subscribers.
32	and the second s
33	18. MARKETING AN. MYVERTISING: Seller acknowledges that, unless Seller signs photo exclusion photographs of the Proper, may be taken for publication in the MLS computer system. Subject to Section 20
34	Seller agrees that the Pro. Ty may be advertised in any and all formats of media including but not limited to
35	electronic and print ad or thing Should Seller provide photographs of the Property. Seller warranties and represent
36	that Seller has the ownersh rights to said photographs and by providing said photographs irrevocably assigns an
37	and all ownership rights to seller further acknowledges that once images are placed on the Internet
38	neither the Broker nor the scaler have control over who can view such images and what use viewers may make o
39	the images or how long sie. images may remain on the internet.
40	the images of now long sie. Intrages may remain on the microsco.
41	Seller acknowledges that it spective buyers and/or other persons coming on to the property may take photographs
42 43	widow and/or other images. If the property. Seller understands that Broker does not have the ability to control of
43	block the taking of and use simages by such persons. Once the images are taken and or put into electronic displa
44 45	on the Internet or otherwise sublished neither the Broker nor the Seller has control over how such images are used
46	
47	Seller & does -OR- Il does not authorize Broker to commence public marketing and advertising activities.
48	SELLER(S) INITIALS:/
49	Gazzierzen Gazziera Gaziera Gazziera Gazziera Gazziera Gazziera Gazziera Gazziera Ga
.,	Seller acknowledges Las read inderstood, and agreed to each and every provision of this page.
	SELLER(S) INITIALS:///
	Exclusive Right Listing 1 Hent Rev. 64.22 Page 5 of 11 ©2022 Greater Las Vegas Association of REALTORS®
	provide the contract of the co

1 2 2	19. SIGN: Seller □ does - )R-國 does not authorize Broker to install a FOR SALE/LEASE sign on the Property. (Seller may only authorize); sign if Seller has authorized marketing/advertising in Section 18.)
3 4 5 6 7 8 9 10 11 12 13 14	20. SELLER OPT OUTS. Celler further understands and acknowledges that MLS will disseminate the Property's listing information to those will. S brokers and agents (and/or their web vendors) who operate Internet sites, as well as other online providers, and that such sites are generally available to the public. Some, but not all, of these websites may include a commentary section where consumers may include reviews and comments about the Property in immediate conjunction with the listing (blogging), or provide a link to the comments. In addition, some, but not all, of these websites may dispery an automated estimate of the market value of the Property in immediate conjunction with the listing, or provide an into the estimate. Seller can instruct Broker to have the MLS not display the property on the Internet. Seller also can instruct the MLS to not display the Property address on the Internet. Seller understands that these oprocess would mean consumers searching for listings on the Internet may not see the Property or the Property's address is response to their search.
15 16	Seller may opt-out of any 1 the following features by initialing the appropriate space(s) below:
17 18 19	a/ // I/we have advised the Broker that I/we <b>BO NOT</b> want a commentary section displayed or linked to the listed Property (the site operator may indicate that the feature was disab the request of the seller).
20 21 22 23 24 25 26 27 28 29	estimate of value splayed or linked to the listed Property (the site operator may indicate that the feature was disabled at the request of the seller). *Please note that this automated estimate of value restriction applies to VOV Participant Broke only. Virtual Office Websites ("VOWs") are Internet sites operated by MLS and mortal environment of the seller of the seller. The seller of the se
30 31	—OR— c/ Seller does NOT opt out of any of the above.
32 33 34 35 36 37 38 39 40	21. OFFICE EXCLUSIVE: Soller does not authorize Broker to disseminate listing information about the Property ia GLVAR MLS, however acknowledges and agrees that Broker will file the fully executed Office Exclusive Form with GLVAR MLS is accordance with GLVAR MLS Rules and Regulations. Further, Seller acknowledges and agrees that if there is any Public Marketing of an Office Exclusive listing, then Broker must submit the listing to GLVAR MLS for dissent matter to its participants within one (1) business day of the Public Marketing. Public Marketing includes, but is a participant within one (1) business day of the Public Marketing. Public Marketing includes, but is a participant within one (1) business day of the Public Marketing on public facing websites, brokerage websit displays (including IDX and VOW), digital communications marketing (email blasts), and networks, and applications available to the general public.
41	Seller Li does -OR- E does -OT select an Office Exclusive listing. (Seller may not select this option if Seller has
42 43 44	anthorized marketing/advox ising in Section 18.) SELLER(S) INITIALS:///
45 46 47 48 49	22. USE OF LISTING CONTENT: Selicr acknowledges and agrees that all photographs, images, graphics, video recordings, virtual lotter wings, written descriptions, remarks, narratives, pricing information, and other copyrightable elements religion to the Property provided by Seller to Broker or Broker's agent (the "Broker Listing Content") and any change: discreto may be filed with MLS, included in compilations of listings, and otherwise distributed, publicly dispussed and reproduced in any medium. Seller hereby grants to Broker a non-exclusive,
	Seller acknowledges care to has read, understood, and agreed to each and every provision of this page.
	SELLER(S) INITIALS:///
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TRANSACTIONS

This form presented by

Zollett | Pistinum R.E. Professionals | 7025450020 | Maron@homepros.vegas

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23. NEVADA LAW: This Agreement is executed and intended to be performed in the State of Nevada, and the laws of Nevada shall govern is interpretation and effect. The parties agree that the State of Nevada, and the county in which the Property is located, is the appropriate judicial forum for any litigation, related to this Agreement.

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24. ENTIRE CONTRAL Agreement, which constr. exclusive expression of thof any prior agreement of modification, including at constitute one and the sam-

All prior negotiations and agreements between the parties are incorporated in this is the entire contract. Its terms are intended by the parties as a final, complete, and agreement with respect to its subject matter and may not be contradicted by evidence patemporaneous oral agreement. This Agreement and any supplement, addendum, or discoopy or facsimile, may be executed in two or more counterparts, all of which shall arting. The terms of this Agreement may not be amended, modified or altered except through a written agreemen signed by all of the parties hereto. The parties agree that an MLS Change Order signed by Broker and Sc. at small act as a valid written addendum to this Agreement.

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25. PARTIAL INVALIBATEY. In the event that any provision of this Agreement shall be held to be invalid or not affect the validity or enforceability of the remainder of the Agreement in any unenforceable, such raiing s respect whatsoever.

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In the event suit is brought by either party to enforce this Agreement, the prevailing 26. ATTORNEY'S party is entitled to court costs and reasonable attorney's fees. If Broker hires an attorney to enforce the collection of any commission payable occurrent to this Listing Agreement and is successful in collecting some or all of such commission without commencing any action or proceeding. Seller agrees to pay such broker's reasonable attorneys' fees and costs and Seller series to pay interest at the legal rate on all compensation and other amounts owned or due to Broker from the sime suc until paid in full.

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27. DAMAGES CAP No withstanding any provision to the contrary contained in this Agreement, if Broker shall be liable to Seller for any matter arising from this Agreement, whether based upon an action or claim in contract, warranty, equity, negitives a intended conduct or otherwise (including any action or claim arising from an act or omission, negligent or our a vise, of the fiable party) the maximum aggregate liability of Broker to Seller under this agreement shall not as her the aggregate commission amount that has been paid by Seller to Broker.

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28. WARRANTY OF O 'NERSHIP: Seller warrants that Seller is the sole owner of the Property or has the authority to execute this a traction. By signing below Seller acknowledges that Seller has read and understands this Agreement and agrees to the terms thereof.

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29. FORECLOSURE: Sever understands that failure to make loan payments may result in foreclosure of the Property by a mortgage in their and/or lien holder. Information regarding the foreclosure or litigation status of a property is available from the County Recorder where the Property is located. Seller represents that at the time of this listing (complete parts a and b):

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50

) been a. A Notice of the total (Breach) and Election to Sell E has not -OR- | has (date: recorded against the Property. It a Notice of Default has not been recorded against the Property as of the date of this Agreement Selle parces to notify Broker within five (5) business days of receipt of such a notice. has read understood, and agreed to each and every provision of this page. Seller acknowledges that

SELLER(S) (NITIALS:	-	/	/ <u></u>	/

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1 2 3	Seller understands that the peording of a Notice of Default begins a statutory foreclosure period, which varies in duration. At the end of the becolosure period, the Property typically will be sold at a Trustee's Sale (foreclosure sale) and Seller will lose all rights and interest in the Property.
4 5 6 7 8 9 10	b. Seller <b>E</b> has not -OR- \( \) has (date: \) been served with a Summons and Complaint from Lender seeking to fe eclose the property in court. The Parties understand that the filing and service of a Summons and Complaint highes a judicial foreclosure process which varies in duration, and which may result in a judgment against Selle. The judgment will typically be enforced through a foreclosure sale conducted by the Sheriff for the county where the Fix porty is located and Seller will lose all rights and interest in the Property.  c. Seller understants that if the Property is not sold to a buyer before a foreclosure sale of the Property, Seller will lose all rights and interest in the Property. Seller understands that Broker cannot stop a foreclosure.  SELLER(S) INITIALS: ////
12 13 14 15 16	30. SIGNATURES: This greement may be signed by the parties manually or electronically (digitally) and on more than one copy which when taken together, each signed copy shall be read as one complete form. Facsimile signatures may be accepted as original.
17 18 19 20 21	31. RECOMMENDATIC RS: If Broker recommends a builder, contractor, escrow company, title company, pest control service, appraiser ender, home inspection company or home warranty company or any other person or entity to Seller for any particle valid recommendation shall be independently investigated and evaluated by Seller, who hereby acknowledges are any decision to enter into any contractual arrangement with any such person or entity recommended by Broker valid be based solely upon such independent investigation.
22 23 24 25 26 27 28	32. DEFAULT: If Seller is avorially breaches this Listing, Seller is in default and will be liable to Broker for the amount of the Broker's the specified in Section 5 and any other fees Broker is entitled to receive under this Agreement. If a sales prior is not determinable in the event of an exchange or breach of this Listing, the Listing Price will be the sales prior for purposes of computing Broker's fee. If Broker breaches this Agreement, Broker is in default and Seller may: ercise any remedy at law.
29 30	33. BINDING EFFECT Toller's obligation to pay Broker an earned fee is binding upon Seller and Seller's heirs, administrators, executors, a coessors and permitted assignces.
31 32 33	<b>34. JOINT AND SEVER</b> Selters executing this Listing are jointly and severally liable for the performance of all its terms.
34 35	35. TIME OF ESSENCE is the essence of this Agreement and each of its terms.
36 37 38 39 40	36. Selier hereby agree:ar unce an offer has been accepted the MLS Status shall be (choose one only):  ■ Under Contract Sho: The property may be shown even after an offer has been accepted.  □ Under Contract No Sr pw: The property will not be shown once an offer has been accepted.  □ Determined by seller per acceptance of the offer.
41 42 43 44 45 46 47 48	37. 1031 EXCHANGE: The Seller II does -OR- & does not intend to perform an IRC Section 1031 tax deferred exchange. If yes, Broker is aware and acknowledges that Seller intends to perform an IRC Section 1031 tax deferred exchange. Broker will properate in such an exchange and Seller agrees to hold Broker harmless from any and all claims, costs, liabilities — delays in time resulting from such an exchange.
	Seller acknowledges that she has read, understood, and agreed to each and every provision of this page.
	SELLEP'S) INTIALS: / //
	Exclusive Right (ER) Listing Agreement Rev. (44.22 Page 8 of 11 ©2022 Greater Las Vegas Association of REALTORS®

•	VAL TERMS: commission	buyer's agent i	in the MLS	
3				
<b>1</b> -				
7 LAS VEC 8 VALIDITY 9 By signing forth, Selle	GAS ASSOCIA" OR ADEQUA LEGAL OR below, Seder agrees to ke	TION OF REALT  I'Y OF ANY PRO  AX ADVICE, CO  onsents to receive  Troker advised	ORS®. NO REPRESEN DVISION OR THE TAX INSULT YOUR ATTOI Transmissions sent fro	EEN APPROVED BY THE GREATER ITATION IS MADE AS THE LEGAL CONSEQUENCES THEREOF. FOR RNEY OR TAX ADVISOR. IT Broker to the e-mail address(es) set telephone number (or a number where this Agreement.
SELLER:				
Date _		Time	□AM □PM	
Seller	_		Printed Name:	Georgeann Accomando
( 62	<u> </u>	ji amazose (S3êç	mail.com Addres. #607	7 hame Berse of Las Vegas NV 9020 90
<b>3</b>		Time	ПАМ 🛭 РМ	
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s Seller's Sig	mature		Printed Name:	<u></u>
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3 1				
	1 4- 4 1		stand and appead to each	and every provision of this page.
Seller ackn	owieuges that he		TIALS://	
Sycholyo Ric	ohr (ER) Listing Ac	rement Rev. 04.22		reater Las Vegas Association of REALTORS®

Company _			Plati	num R.E E	rofessionals		
Address	5588 S F	ort <u>A</u> pache Ro	ad #100	City	Las Vegas	State NV	_Zip_ 89
Phone		70 <u>25</u> 450020		_ E-Mail	Aar	on@homeoros.	ńedwa
Designated	Licensee Si	gnasuse		-		License No.	19140
Printed Nar	ПС: Aaron	Zo. lett			Licensee's	s Phone:	702-979-096
Broker's Si	ionature				_ License N	0.	43707_
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Printed Nar	me: <u>Diana</u>	Glausman			Time	THE BROKE	
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Printed Nar	me: <u>Diana</u>	Glausman					

Seller acknowledges that he she has read, understood	i, and agreed	to each and	l every provision of this p	page.
SELLER(S) INITIAL	LS:/			
Exclusive Right (ER) Listing Agreement Rev. 04.22	Page 10 of 11	©2022 Gre	ater Las Vegas Association of	f REALTORS®
This Form presented by Agra E Emilett   Platinum R.E.	Professionals	7025450020	{ Aaron@homepros.vegas	TRA

### WHAT EVERYONE SHOULD KNOW ABOUT EQUAL OPPORTUNITY IN HOUSING



The sate and purchase of a home is one of the most significant events that any person will experience in their lifetime. It is more than the simple purchase of housing, for includes the hopes, dreams, aspirations, and economic destiny of thes: involved.

#### THE LAW - Civil Rights Act of 1866

The Civit Rights Act of 1866 prohibits all racial discrimination in the sale or rental of property.

#### Fair Housing Act

The Fair Housing Act declares a national policy of fair housing throughout the United States. The law makes illegal any discrimination in the sale, lease or rental of housing, or making housing otherwise unavailable, because of race, color, religion, sex, handicap, familial status, or national origin.

#### Americans with Disabilities Act

Title III of the Americans with Disabilities Act probable discrimination against the disabled in places of public accommodations and commercial facilities.

#### **Equal Credit Opportunity Act**

The Equal Credit Opportunity Act makes discriminal? . unlawful with respect to any aspect of a credit application on the basis of race, color, religion, national origin, sex, marital status, ace or because all or part of the applicant's income derives from any public assistance program.

#### State and Local Laws

State and Local laws often provide broader coverage and prohibit discrimination based on additional classes not covered by federal law.

#### THE RESPONSIBILITIES

The home selicn the home seeker, and the real est; - professional all have rights and responsibilities undor the law.

You should know that as a home seller or landlord you have a responsibility and a requirement under the law not to discriminate in the sale, rental and financing of property on the basis of race, color religion, sex, handload, femile also, or national engin. You cannot instruct the licensed broker or salesperson acting as your agent to convey for you any limitations in the sale or rental, because the real estate—ofessional is also bound by law not to discriminate. Under the law, a home seller or landlord cannot establish discriminatory terms or conditions in the purchase or rantal, deny that housing is available or advertise that the property is available only to persons of a certain race, color, religion, sex, handicap, familial status, or national origin.

#### For the Home Seeker

You have the right to expect that housing will be available to you without discrimination or other limitation based on race, color, religion, sex, handisep, familial status, or national origin

This includes the right to expect:

- housing in your price range made available to you without discrimination
- equal professional service
- the opportunity to consider a broad lange of housing choices
- no discriminatory limitations on communities or locations of housing no discumination in the financing, appraising or insuring of housing
- reaconable accommodations in rules inactions and procedures for persons with disabilities
- non-discriminatory terms and conditions for the sale, rental, financing, or insuring of a dwelling
- to be free from harassment or late, serion for exercising your fair housing rights.

#### FOR THE Real Estate Professional

As a home seller or home scaker, you should know that the term REALTOR® identities a licensed professional in real estate who is a member of the NATIONAL ASSOCIATION OF REALTORS®, Not all licensed real estate protect and salespersons are members of the National Association, and only those who are can identify themselves as REALTOR®. They conduct their business and activities in accordance with a short Cride of Ethios. As agents in a real estate transaction, licensed brokers or salespersons are prohibited by law from discriminating on the basis of race, color, religion, sex, handicap, familial status, or national origin. A request from the home seller or landlord to act in a discriminatory manner in the sale, lease or rental cannot legally be fulfilled by the real estate professional.

#### DEED AND PROPERTY COVENANTS RESTRICTIONS OF RECORD

During the history of our country, some persons that a placed restrictions on property based on race, color, religion, sex, handicap, familial status, or national origin. Generally, these restrictions are void and unenforceable, with it... table exceptions for particular types of religious housing and housing for older persons. The publication of these void restrictions may convey a massage that the restrictions continue in be valid. Any time a sales associate or broker is asked to provide a copy of the covenants or restrictions of record relating to the use of a property the following message should be included.

These documents may contain restrictions or covenants besed on race, color, religion, sex, handicep, femilial status, or national origin

Such restrictions or covenants generally a proid and unerforceable as violations of fair housing laws.

Be assured that all property is marketed a= made ovailable without discrimination based on race, color, religion, sex, handicap,

familial status, or national engin. Should you have any questions regarding such restrictions, please contact your attorney.

#### THE EQUAL OPPORTUNITY PROGRAM

The NATIONAL ASSOCIATION Of REALTORS: > 15 developed a Feir Housing Program to provide resources and guidance to REALTORS® in ensuring equal professional services for all people.

#### The Code of Ethics

Article 10 of the NATIONAL ASSOCIATION OF REALTORS® Code of Ethics requires that "REALTORS® shall not dony equal professional services to any person for reasons of race, color, religion, sex, handicap, familial status, or popular origin, REALTORS® shall not be a party to any plan or agreement to discriminate against a person or persons on the basis of race color, religion, sex, handicap, familia' status, or national prigin.

A REAL FOR® pledges to conduct business in keepin and is also a firm statement of support for equal opportunity in housing.

#### Fair Housing Partnership

The Fair Housing Partnership negotiated with the U > Department of Housing and Urban Development (HUD) outlines a program of voluntary compliance. REALTORS® voluntarity participate in activities and program to acquaint the community with the exallability of equal housing opportunity, to establish office procedures to ensure that there is no denial of equal professional service, to make materials available which will explain this commitment, and to work with other groups within the community to identify and remove barriers to fair housing

#### **FURTHER ASSISTANCE**

Local Boards of REALTORS® will accept comparating slieging violations of the Code of Ethics filed by a homeseeker who alleges discriminatory treatment in the availability, purchase or rental of housing. Local Boards of REALTORS® have a caponsibility to enforce the Code of Ethics through professional standards procedures and corrective action in cases where a violation of the Code of Ethics is a Local to have occurred.

Complaints alleging discrimination in housing may be see with the nearest office of the Department of Housing and Urban Development (HUD), or by ceiling HUD's Discrimination Hotling at 1-800-669-9777, 1-809-290-1617 (TYY). : information and publications on fair housing, call HUD's Fair Housing Information Clearinghouse at 1-800-343-3442.

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Seller(s) Initials



# Kingman Golden Valley Association of Realtors "XCLUSIVE EMPLOYMENT AGREEMENT Exclusive Right to Sell

THIS DOCUMENT IS INTENDED TO BE A LEGALLY BINDING CONTRACT. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OR THE TAX CONSEQUECES THEREOF, IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT YOUR ATTORNEY OR TAX ADVISOR.

	TICE, CONSELL FORKATION			_		,s
this Listi We, as C	CLUSIVE RIGHT: In consideration of Contract ("Listing") and Broker Dwner(s) ("Owner"), employ and grat 11:59 p.m. on1	s promise to endeavor to sell,	rent, exchange, or opt irrevocable right comm	ion the Property des iencing on	eribed below ("Property 6 '15, 2022	ms of "), I or and
	OPERTY DESCRIPTION: The Pr <u>Avenida Sie</u> rra <u>Madr</u>	<u></u>	Kingma		ommerical <b>X</b> Vecent Land <b>Mohave</b>	
Street An	diess	Citya <sup>*</sup>	COMMI		County	
T23N B1 Legal De	6W SEC 3 PARCEL 14 OF HIPDEN MES	adows unit 1 as shown on R	S 17/47-47B REC 11/3	D/1998 EN 987234	331+ <u>38+01</u> 7 Assessor#	· 
3. LIS	TING PRICE: The listing price sla Fift;-Four	ll be	undred		54_900.00	).
Premises Owner a any brok	CESS AND LOCKBOX. Owner as by Broker or any other broker, we cknowledges that neither the Wester, is insuring Owner or occupant age necessary to secure and protect the	th or without potential purch in Arizona Realtor Data Exch gainst theft, loss or vandalism	asers or tenants ("Pros ange ("WARDEX"), n resulting from any suc	peets"), even when or any Board or Ass haccess. Owner is re	Owner or occupant are ociation of REALTORS esponsible for taking suc	absent. S©. aur h steps
may also agent for	ENCY RELATIONSHIPS. Owner, wish to be represented by Broker both Owner and the Prospect. Since any potential agency conflicts that many	in connection with the purcha e Owner does not wish to limi	se or rental of the Pres t the range of Prospect	nises. In the event, I s at this time, Owne	Broker would be serving r agrees to work with Br	g as the oker to
6. CO	MPENSATION TO BROKER, O	wher agrees to compensate Bro	oker as follows:			
Α.	RFTAINER. Broker acknowledge consultation, research and other ser	es receipt of a non-refundable vices.	retainer fee of	eder Lineral Communication	payable to Broker	
В.	COMMISSIONS, If Broker procopion or exchange of the Premis services rendered, Owner agrees to	uces a ready, willing and abl es is made by Owner or thre	e purchaser or tenant i ough any other broker, 8	or otherwise, durin	his Listing, or if a sale, ag the term of this Listing or selling price or	ng, ior
		<del></del>				
C. Ð.	OTHER BROKERS. Owner auth FAYMENTS FROM ESCROW as a condition to closing or upon Owner at the closing or cancellad behalf of Owner.	OR RENT. Owner instructs to cancellation of the escrow, and on of escrow. Broker is author	he escrow company, if d irrevocably assigns to irrized to deduct compe	any, to pay all such a Broker, to the extension from any re-	compensation to Broker nt necessary, money pay int or other monies recei	in eash able to
E.	PURCHASE BY TENANT. If or days after its termination, any termin Paragraph 6(b) shall be deemed	nt, or his heirs, executors, or a earned by and payable to Brol	assigns shall buy the Pa ter.	remises from Owner,	, the sale commission de	
F.	AFTER EXPIRATION. After I exchange, or option is made by Conegotiated concerning the Premise Premises had been listed on an econtract or escrow relating to the Poragraph 6 (c).	he expiration of this Listing, Dwner to any person to whom Is during the term of this List colosive basis with another be	the same commissions in the Premises has been ing, (1) within 60 toker, or (2) during the	en shown or with w days after the ex e pendency, includir	thom Owner or any broll spiration of this Listing, ng the closing, of any pu	ker has unless urchase
					Owner's In	itial's
						L <b>S</b>
Page 1 o	f4				KUV /	· ) [ ] •

This contract is for use by Kesri Pearce of KC Keller Williams Artzona Living Realty and their phone number 928-718-6211

Instanct

- G. FAHLURE TO COMPLETE. If completion of a sale or rental is prevented by default of Owner, or with the consent of Owner, the entire sale or rental commission, as appropriate, shall be paid to Broker by Owner. If any earnest deposit is forfeited for any other reason. Owner shall pay a brokerage fee equal to the lesser of one-half of the earnest deposit or the full amount of the commission.
- H. NO LIMITATION. Nothing in this Listing shall be construed as limiting applicable provisions of law relating to when commissions are carried or payable.
- 7. USE OF INFORMATION. The information on the Data Entry Form and any photographs of the Premises will be provided to WARDEX to be published and disseminated, in whole or in part, in printed or electronic form, including via the Internet, to WARDEX participants and the general public, even after the cancellation or expiration of the Listing. Broker is authorized to report the sale, exchange, option or reutal of the Premises, and its price, terms and financing, for dissemination through WARDEX or otherwise to authorized WARDEX participants and to the public and for use by companies engaged in selling information for various purposes, including but not limited to, appraisals or evaluations of tax assessments.
- 8. ROLE OF BROKER: Owner acknowledges that Broker is not responsible for the custody or condition of the Premises or for its management, maintenance, upkeep or repair.
- 9. **DOCUMENTS.** In connection with any sale or rental of the Premises, Owner consents to the use of the current AAR standard form of purchase or rental contract used by Broker and all other standard documents used by Broker and title companies.
- 10. COOPERATION BY OWNER: Owner agrees to make available to Broker and Prospects all data, records and documents pertaining to the Premises. Owner authorized Broker, and any other broker authorized by Broker to preview and show the Premises at reasonable times and upon reasonable notice, to take and publish photographs of the Premises and to conduct virtual tours, and agrees to commit no act which might tend to obstruct Broker's performance hereunder. If the Premises are occupied by someone other than Owner. Owner will provide to Broker the occupant's written consent to cooperate in connection with the showing of the Premises. Owner shall not communicate directly with any Prospect or other broker during the term for this Listing and shall refer all Prospects and other brokers to Broker during the term hereof.
- 11. INSURANCE. Owner acknowledges that Owner's or occupant's property could be damaged or stolen or persons visiting the Premises could be injured. Owner shall be responsible for obtaining appropriate insurance to cover such possible events.
- 12. SIGN. Broker is authorized to place Broker's appropriate signs on the Premises until the later of any close of escrow by a purchaser or occupancy by a tenant.

  Owner Opts Out
- 13. OWNER'S OBLIGATION / WARR ANTIES BY OWNER. Owner Agrees to and warrant:
  - A. CAPACITY. Owner has the legal capacity, full power and authority to enter into this Listing, deliver marketable title to the Premises and consummate the transactions contemplated hereby on Owner's own behalf of the party Owner represents, as appropriate.
  - B. ADVERSE INFORMATION. Owner has disclosed to Broker all material latent defects and information concerning the Premises known to Owner, including all material information relating to: Connection to a public sewer system, septic tank or other sanitation system; the existence of any tax, judgment or other type of lien/past or present infestation by or treatment for wood-destroying pests or organisms, and past or present repair of the Premises for damage resulting from wood-destroying pests or organisms or has in the past ever or currently own's 5 or more lots in any one subdivision. During the term of this Listing, Owner agrees to continue disclosing to Broker all additional information of the type required by the preceding sentence promptly after Owner becomes aware of any such information.
  - C. CORRECT INFORMATION. All information concerning the Premises in this Listing, including the Data Entry Form relating to the Premises, or otherwise provided by Owner to Broker or to any Prospect is, or will be at the time provided, and shall be at close of escrow or occupancy by a tenant, true, correct and complete. Owner agrees to notify Broker promptly if there is any material change in such information until the latest to occur of the expiration of this Listing, any close of escrow or occupancy by a tenant.
  - D. To consult with the Broker prior to the execution of an acceptance of an "Offer".
  - E. To remove all but Broker's signs from the Property and assure the Broker that no other employment of Listing agreements are in effect.
  - F. In the event of a sale, exchange, or option to furnish a good and sufficient conveyance and marketable title insured for the gross sales price by a company licensed in Adzona to issue title insurance.
  - G. To immediately refer all inquiries received or known by the Owner during the term of this Listing to the Broker, and fully enoperate with Brokers in showing the Property.
  - H. Upon Listing Broker's request, Seiler agrees to complete, sign and deliver to escrow company a certificate concerning whether Seller is a foreign person or nonresident alien pursuant to the Foreign Investment in Real Property Tax Act of 1980 (PIRPTA).
  - UTILITIES. During the term of this Listing, Owner shall maintain continuous service to the Premises of all utilities which are currently
    connected to the property.

Owner's Initial's





Page 2 of 4

Rev 7-1-13

- 14. RELIEF OF LIABILITY. Broker is hereby relieved of any and all liability and responsibility for everything in Paragraphs 11 and 13.
- 15. ATTORNEYS' FEES. In any action or proceeding to enforce any provision of this Listing, or for damages sustained by reason of its breach, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees, as set by the court or arbitrator and not by a jury, and all other related expenses, such as expert witness fees, fees paid to investigators and court costs. Additionally, if any Broker reasonably hires an attorney to enforce the collection of any commission without commencing any action or proceeding. Owner agrees to pay such Broker's attorney's fees and costs, and Owner also agrees to pay interest at the legal rate on all commission and other amounts owed or due to Broker from the time due until paid in full.
- 16. INDEMNIFICATION. The Owner agrees to indemnify and hold Broker, the appropriate Association of REALTORS®. WARDEX and all other Brokers harmless against any and all claims, liability, damage or ioss arising from any misrepresentation, breach of warranty, breach of contract or breach of a promise by Owner, any incorrect information supplied by Owner, any facts concerning the Property not disclosed by Owner, including any facts known to Owner relating to adverse conditions or latent defects and any injury, loss, or damage to persons or Property in connection with the marketing or showing of the Property, including use of lockbox.
- 17. DEPOSITS. Owner authorized brokers to accept earnest deposits on behalf of Owner and to issue receipts for such earnest deposits.
- 18. RECOMMENDATIONS. If Broker recommends a builder, contractor, escrow company, title company, pest control service, appraiser, lender, home inspection company or home warranty company or any other person or entity to Owner for any purpose, such recommendation shall be independently investigated and evaluated by Owner, who hereby acknowledges that any decision to enter into any contractual arrangement with any such person or entity recommended by Broket will be based solely upon such independent investigation and evaluation. Owner understands that said contractual arrangement may result in a commission or fee to Broker.
- 19. SUBSEQUENT PURCHASE OFFERS. Broker acknowledges that Owner has the right to accept subsequent offers until the close of escrow in the case of a sale or until occupancy by a tenant in the case of a rental. Owner understands that any subsequent offers accepted by Owner must be oackup offers, namely, contingent on the cancellation or other nullification of any contracts atising upon the acceptance of earlier offers. Within 72 hours (excluding weekends and postal bolidays) of the execution of a purchase contract by Owner, Broker shall change the status of the Listing from "active" to "sale pending" in the Multiple Listing Service computer system unless Owner instructs Broker in writing to continue to market the Premises, in which case, the Listing will be changed from "active" to "pending continue to show".
- 20. EQUAL HOUSING OPPORTUNITY. The Premises will be presented in compliance with federal, state and local fair housing laws and regulations.
- 21. TIME OF ESSENCE. Time is of the essence in the performance of the obligations contained in this Listing.
- 22. COUNTERPARTS AND FACSIMILE. This listing may be executed in any number of counterparts by the parties hereto. All counterparts so executed shall constitute one Listing binding upon all parties hereto, notwithstanding that all parties do not sign the same counterpart. An electronic copy of the Listing which indicates that the Listing was fully executed shall be treated as an original Listing.
- 23. CONSTRUCTION OF LANGUAGE AND GOVERNING LAW. The language of this Listing shall be construed according to its fair meaning and not strictly for or against either party. Words used in the masculine, feminine or neuter shall apply to either gender or the neuter, as appropriate. All singular and plural words shall be interpreted to refer to the number consistent with circumstances and context. Whenever the words "including" are used in this Listing, they shall be deemed to be followed by the words "without limitation". If this Listing is used for a rental, exchange, or option instead of a sale of the Premises, all language in this Listing relating to the sale of Premises shalt be construed to apply as appropriate, to a rental, exchange, or option. For example, Owner shall be deemed to be Exchanger, Optionor, or Landlord respectively. This Listing shall be governed by the laws of the State of Arizona

24. ADDITIONAL TERMS.	
<u></u>	
	Owner's Initial's
_	
Page 3 of 4	 Rev 7-1-13

This contract is for use by Kerri Pearce of KG Keller Williams Arixona Living Realty and their phone number 928-718-6711 25. ENTIRE AGREEMENT. This Listing including the Data Entry sheet, plus any attached exhibits and any addenda or supplements signed by Owner and Broker shall constitute the entire agreement between Owner and Broker and supersede any other written or oral agreements between Owner and Broker. It is the intention of the parties that this Listing shall be a legally binding contract once it has been signed by Owner and Broker even though none, or only some, of the pages have been initialed by Owner. This Listing can be modified only by a writing signed by Owner and Broker.

THE TERMS AND CONDITIONS IN THIS LISTING PLUS ALL INFORMATION ON THE DATA ENTRY FORM ARE INCORPORATED HEREIN BY REFERENCE. COMMISSIONS PAYABLE FOR THE SALE, RENTAL OR MANAGEMENT OF PROPERTY ARE NOT SET BY ANY BOARD OR ASSOCIATION OF REALTORS OR MULTIPLE LISTING SERVICE OR IN ANY MANNER OTHER THAN BY NEGOTIATION BETWEEN THE BROKER AND THE OWNER. BY SIGNING BELOW, OWNER ACKNOWLEDGES THAT HE HAS READ, UNDERSTANDS AND ACCEPTS ALL TERMS AND PROVISIONS CONTAINED HEREIN AND THAT HE HAS RECEIVED A COPY OF THIS LISTING.

Print Name of Oven		Accomando	_	Print Name of Owne	Mario Acco	mando	
Street		- · · · · · · · · · · · · · · · · · · ·		City/i'own		 State	
Bucc				annarose58	53@cmail.com	annarose58	53@gmail.com
Phone		Fax		Owner's e-mail addre			Date
Owner's Signature	<del></del>	· <del></del>	Date	Owner's Signature			Date
accordance with dissemination to t	this Listing and he users of WAR	further agrees to	provide this Lis	ting, Broker agrees to a string for publication b	y a local Board or A	ssociation of R	nge, or option in EALTORS® and
Firm Name (Broker		·	Firm (	o-mail		Office Phone	
By:						928-718-6	215
Agent's Signature	Kerri	Pearce	Date		Agent's Fax		
Designated Broker			-		Lisa Ellio	tt	Date ——
File No.	<del></del>						



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Rev 7-1-13

# \*\*D/LO SELLER ADV SORY





Arizona law <u>requires</u> the seller to disclose material (important) facts about the property, even if you are not asked by the buyer or a real estate agent. These disclosure obligations remain even if you and the buyer agree that no Seller's Property Disclosure Statement ("SPDS") will be provided.

The SPDS is designed to assist out the seller in making these legally required disclosures and to avoid inadverent nondisclosures of material facts. To satisfy your disclosure obligations and protect yourself against alleged nondisclosure, you should complete the SPDS by answering all questions as truthfully and as thoroughly as possible. Attach copies of any available invoices, warranties, inspection reports, and leases, to ensure that you are disclosing accurate information. Use the blank lines to explain your answers. If you do not have the personal knowledge to answer a question, it is important not to guess – use the blank lines to explain the situation.

If the buyer asks you about an aspect of the property, you have a duty to disclose the information, even if you do not consider the information material.\* You also have a legal duty to disclose facts when disclosure is necessary to prevent a previous statement from being misleading or misrepresented; for example, if something changes.

If you do not make the legally required disclosures ou may be subject to civil liability. Under certain circumstances, nondisclosure of a fact is the same as saying that the fact does not exist. Therefore, rendisclosure may be given the same legal effect as fraud.

If you are using the Arizona Association of REALTORS\* ("AAR") Vacant Land/Lot Purchase Contract, the seller is required to deliver "a hompleted AAR Vacant Land/Lot SPDS form to the Buyer within five (5) days after Contract acceptance." If the Seller does not provide the SPDS as the Contract requires, the Seller is potentially in breach of the Contract, thereby enabling the Buyer to cancel the transaction and receive the earnest money deposit.

\* By law, sellers are not obligated to disclose that the property is or has been: (1) a site of a natural death, suicide, homicide, or any other crime classified as a felony; (2) owned or occupied by a person exposed to HIV, or diagnosed as having AIDS or any other disease not known to be transmitted through common occupancy of real estate; or (3) located in the vicinity of a sex offender. However, the law does not protect a seller who makes an intentional misrepresentation. For example, if you are asked whether there has been a death on the property and you know that there was such a death, you should not answer "no" or "t don't know." Instead you should either answer truthfully or respond that you are not legally required to answer the question.

Vacent Land Lot Soller Advisory • October 2021
Lepyright © 2021 Arizona Association of REALTORS\*. All rights reserved.

# VACANT LAND/LOT SE!;LER'S PROPERTY DISCLOSUR STATEMENT (SPDS) (To be completed by Seller)

Document updated: October 2021

ARIZONA REALTORS' REAL ROLUTIONS, REALTOR SUGGERS.

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 ax consequences thereof. If you desire legal, tax or other professional advice, please consult your attorney, tax advisor or professional consultant.



#### MESSAGE TO THE SELLER.

Sellers are obligated by law to disclose all known material (important) facts about the Property to the Buyer. The SPDS is designed to assist you in making these disclosures. If you know something important about the Property that is not addressed on the SPDS, add that information to the form. Prospective Buyers may rely on the information you provide.

INSTRUCTIONS: (1) Complete this form pourself. (2) Answer all questions truthfully and as fully as possible. (3) Attach all available supporting documentation. (4) Use explanation lines as necessary. (5) If you do not have the personal knowledge to answer a question, use the blank lines to explain By signing below you acknowledge that the failure to disclose known material information about the Property may result in liability.

#### MESSAGE TO THE BUYER:

Although Sellers are obligated to disclose all known material (important) facts about the Property, there are likely facts about the Property that the Selfers do not know. Therefore, it is important that you take an active role in obtaining information about the Property.

INSTRUCTIONS: (1) Review this form a: d any attachments carefully. (2) Verify all important information. (3) Ask about any incomplete or inadequere responses. (4) Inquire about any concerns not addressed on the SPDS. (5) Review all other applicable documents, such as CC&R's, association bylaws, rules, and the title report or commitment. (6) Obtain professional inspections of the Property. (7) Investigate the surrounding area.

THE FOLLOWING ARE REPRESENT ! TIONS OF THE SELLER(S) AND ARE NOT VERIFIED BY THE BROKER(S) OR AGENT(S).

71110	DISCEO	SURE CONCERNS THE FOLLOWING REAL PROPERTY: 0000 Avenida Sierra Madre Kingman AZ 86401
	NTY:	TAY DADGE HUMDED.
ZONII		DATE PURCHASED OR ACQUIRED:
		acquire the Property'r Purchase Elinheritance EForeclosure EGitt FOther:
		ER OF PROPERTY:
		y located in an unincontorated area of the county?   Yes  No
If ves	and fiv	ve or fewer parcels of 'and other than subdivided land are being transferred, the Seller must furnish the Bu
		n Affidavit of Disclosure in the form required by law.
Το γο	ur knowl	ledge, is the Property within a subdivision approved by the Arizona Department of Real Estate? 🗌 Yes 🔲 No 🥏
Is the	egal ov	vner(s) of the Property a Foreign Person pursuant to the Foreign Investment in Real Property
Tax A	cl (FIRP	TA)? Tyes Tino if jes, consult a tax advisor; mandatory withholding may apply.
		perty include any leased and?
	skip to li	
If yes	, is the la	and: □ State □ Federar □ Privately owned □ Other:
-		res are leased?
Expira	ation date	te of current lease? (Attach a copy of the lease.)
is the	Property	ly currently leased to a tenant? ☐ Yes LD No
If yes	, expiratio	on date of current lease: (Attach a copy of the lease.)
If any	refunda	able deposits or prepaid rents are being held, by whom and how much? Explain:
		·
	•••	
YES	<b>NO</b>	Have you entered into any agreement to transfer your interest in the Property in any way, including lease renewals
Ь	1_1	or options to purchase? Explain:
П		To your knowledge, is the Property subject to Covenants, Conditions and Restrictions or deed restrictions?
	<u>-</u> 1	Explain:

	МО						
		Are you aware of any associa					
		If yes, membership in the ass					<b>2</b> 1
		Association Name:		Contact Person	NI.		Phone #:
		Association Name:		Contact Person			Phone #:
		If yes, are there any fees? H	low much? \$			w often?	
		Н	low much? \$			v often?	
		rain with		г Роµенуз (С	heck at the A	4.17	
		W. Take		€	Water 🔲 l	E latric	
		1 year - P	<b>3</b>			·	_
	ΞΊ	Are you aware of any propos	ed assessment(s)	?			
		If yes, explain:					
	□	Are you aware of any pendin	g or anticipated di	sputes or litigat	ion regarding t	he Property or	the association(s)?
		Explain.					
		Are you aware of any of the f	— Iollowina recorded	against the Pre	pperty? (Check	ali that appty):	
Li		Judgment liens Tax lie				11.22	
		Explain:					
_	_	Are you aware of any title iss	atfacting this	Property? (Che	.ck all that ann	vir	<del>-</del>
П		Recorded easements	ttes vertrietiens	Toperty: (One	utos : i Encr	oechments	
		:Hecorded easements		Concentration	nacoment $\square$	Other	
		☐ Unrecorded easements	:∪se permits	Conservation	easement L	Owier _	
		Explain:				 	energing the Property
1.1		Are you aware of any pending	g or anticipated em	inent domain of	condemnation	proceedings re	garding the Froperty
		ñxplain.					
		Are you aware of any develop	oment, impact, or si	imilar fees rega	rding the Prope	rty?	
		Explain:					
<b>C1</b>	Ι	Are you aware if the Property	is located within th	a boundaries e	i a Community	Facilities Distric	t (CEDI2
$\Box$		The year amond the company	IS IOOCTOO THE INTE	e boundaries o	a consinusing	demines bisine	(0. 2).
	cee	If yes, provide the name of the			—		(0, 5).
<b>ACC</b> There	ESS Dis L	If yes, provide the पत्रमांe of th	ne CFD:	•	_	Quintes Distric	
<b>ACCI</b> There Explai	is L	If yes, provide the name of the list not,legal access to the Property	erty, as defined in A	.R.S. §11-831	_	Quintes District	
<b>ACCI</b> There Explai	is L	If yes, provide the पत्रमांe of th	erty, as defined in A	.R.S. §11-831	_	Quinted District	····
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\* TRANSACTIONS

	vacar -	it Land	Lot Seller's Properly Disclosure Statement (SPDS)
	USE	_ ,	<del></del>
7.	Whati	s the cu	rrent use of the Property?
8.	What p	rior use	es of the Property are you aware of?
	Y :S	NO	
9.	П	$\Box$	To your knowledge, does the current use conform with current zoning?
0.			If no, Explain:
1.	[ ]	₽	Are you aware of any improvements on the Proporty?
2.			Explain:
3.			Are you aware of any crops being grown on the Property?
4.	_		If yes, are the crops Owner operated Tenant operated
 75.			If yes, who has the right to harvest the crops and for what period of time? Explain:
6.			
77.	[]		Are you aware of any livestock on the Property?
8.			If yes, are the livestock ☐ Owner operated ☐ Tenant operated ☐ Open range
_		ries _	LLOWING SERVICES EVAILABLE TO THE PROPERTY?
9.	YES	NO	PROVIDER
Ю.		11	Electricity:
	ш	• •	Fuel: Natural gas Propane Oil
31. 32.			Cable: -
, <sub>2</sub> . 13.			Internet:
и. И.	[]	14	Telephone:
5.	ā	t"l	Garbage Collection:
6.		$\square$	Fire:
7.	{ <b>}</b>	iΠ	rrigation:
.8			Are there any alternate power systems serving the Property? (If no, skip to line 99)
9.			If yes, indicate type (Check all that apply)
Ю.			☐ Solar ☐ Wind Generator ☐ Other
11.			Are you aware of any past or present problems with the alternate power system(s)?
92.			Explain:
93.			Are any power systems serving the Property leased?
<del>3</del> 4.			Explain:
95.			fi yes, provide name and phone number of the leasing company (Attach copy of lease if available)
6.			
			Buyan in advised to read all wortingst
97. 98.			NOTICE TO BUYEM: If the Property is served by a solar system, Buyer is advised to read all pertinent documents and review the cost, insurability, operation, and value of the system, among other items.
ю.			- decomposition and the state of the state o
	WATE	.2	
	YES	NO	
9.			is there a domestic water source to the Property?
Ю.			If yes, water source is: □Public □Private water company □Private well □Shared well □Hauled water
1. 12.			If water source is a private or shared well, or water can be used from springs, streams, lakes, ponds, reservoirs, canyons, or ravines, complete and attach the DOMESTIC WATER WELL/WATER USE ADDENDUM.
13.			If water source is public, a private water company, or hauled water, Provider is:
			_ >>
	_		Vacant Lar 3'Let Seller's Property Disclosure Statement (SPDS) • October 2021 Copyright © 2021 Arizona Association of REALTORS*, All rights reserved.
		—	Page 3 of 7
	This co	ntract (	a for use by Kerri Pearco of KG Keller Williams Arizona Living Realty and their phone number 928-718-
	GEAL		DI TECCMOTOO2Q

TRANSACTIONS

	S	NO	
l. 🗆	]		Are you aware of any past or present drinking water problems?
i.			Explain:
. II	]		To your knowledge, is the Property in one of the following districts or areas? (Chock all that apply):
			Central Arizona Project (CAP) District
			☐ Central Arizona Groundwater Replenishment District ☐ Other:
. [	ב		Are you aware of any grandfathered water rights associated with the Property?
			If yes, []Type I []Type II []Irrigation
			Grandfathered Water Rights Certificate #
3.			What is the aflotment? acre feet
4.			Number of irrigated acres
5.			To your knowledge does the Property have surface water rights? If yes, Certificate #
6. 7. 8.			NOTICE TO BUYE to if the Property is served by a well, private water company or a municipal water provide the Arizona Department of Water Resources may not have made a water supply determination. For more information about water supply, or any of the above services, contact the provider.
SE	EWE	ER/WA	STEWATER TRESSMENT
YE	ES	NO	
9.			Type of sewer: Public Private Planned and approved sewer system, but not connected None
0.			Name of Provider:
!. [	⊐		Is the Property served by an On-Site Wastewater Treatment Facility? (If no, skip to line 143)
2.			If yes, the Facility is: [ ] Conventional septic system
3.			
4.			Other:
?5. ?6.			NOTICE TO BUYER: Contact the appropriate governmental or private provider regarding the availability and cost of sewer connection.
:7. E			If the Facility is an externative system, is it currently being serviced under a maintenance contract?
.7. L 28.	_		If yes, name of contractor: Phone #: —
29.			Approximate year Facility installed (Attach copy of permit)
	r::1		Are you aware of emergeness or alterations made to this Facility since original installation?
1.			Explain:
12.			
33.			Approximate date or ast Facility inspection and/or pumping of septic tank:
<b>4</b> .			
	CI.	⊐	Are you aware of ar a plast or present problems with the Facility? Explain:
	 []	12	Are you aware of any site/soil evaluation (percolation or other tests) having been performed on the Property?
7.			It yes, when and by whom?
<b>38.</b> 39.			NOTICE TO SELLER AND BUYER: The Arizona Department of Environmental Quality (ADEQ) requires a pre-transfer inspection of on-site wastewater treatment facilities on re-sale properties.
			Vacant Lind/Lot Seller's Property Disclosure Statement (SPDS) • October 2021

TRANSACTIONS

140. 141. 142.			NOTICE TO BUYER: Cesspools have not been approved for use in Arizona since 1976. Current Arizona Department of Environmental Quality regulations on cesspools specifically prohibit their use for sewage disposal [R18-9-A309(A)(4) and R18-5-408(D)].
	ENV	RONM	IENTAL INFORMATION
	YES	NO	
143.			Are you aware of the presence of any of the following on the Property, past or present? (Check all that apply):
144.			☐ Asbestos ☐ Rai/on gas ☐ Mining operations ☐ Pesticides
145.			Underground storage tanks   [] Fuel/oil/chemical disposal or storage
146.			Explain:
147.			Are you aware of the reserves of any of the following in close proximity to Property, past or present? (Check all that apply):
148.			☐ Asbestos ☐ Racon gas ☐ Pesticides ☐ Underground storage tanks
149.			☐ FueVoil/chemical disposal or storage ☐ Other:
150.			Explain:
151.		L.1	Are you aware if the Property is located within any of the following? (Check all that apply):
152.			[ ] Superfund
153.			[] Comprehensive Environmental Response Compensation and Liability Act ("CERCLA")
154.		Γ.7.	Are you aware of any environmental assessments or studies having been performed on the Property?
155.			if yes, was the study a (Check all that apply): ☐ Phase I ☐ Phase II ☐ Other
156.	_		(Attach copies of the environmental assessment or study.)
157.			Are you aware of any past or present issues or problems with any of the following on the Property? (Check all that apply):
158.			
159.			Explain:
160. 161.			NOTICE TO BUYER: The Arizona Department of Real Estate provides earth fissure maps to any member of the public in printed or electronic format upon request and on its website at: www.azre.gov
162.		ĽΙ	Are you aware of any past or present issues or problems in close proximity to the Property related to any of
163.			the following? (Chec., all that apply):
164.			☐ Soil settlement/expansion ☐ Drainage/grade ☐ Erosion ☐ Fissures ☐ Other
165.			Explain:
166.	[]		Are you aware if the Property is subject to any present or proposed effects of any of the following? (Check all that apply):
167.			☐ Airport noise ☐ raffic noise ☐ Rail line noise ☐ Neighborhood noise ☐ Toxic waste disposal
168.			☐ Odors ☐ Nuisandes ☐ Sand/gravel operations ☐ Other
169.			Explain:
170.	$\mathbb{E}1$		Are you aware of any portion of the Property being situated on or in close proximity to a closed landfill?
171.			Explain:
172.			Are you aware of an conditions that make the Property subject to any of the following ordinances or regulations?
173.			(Check all that apply):
174.			☐ Hillside ☐ Erosica control ☐ Native plant/animal species preservation ☐ Natural area open space requirements
175.			Wetlands area Critical habitat
176.			Are you aware if the Property is located in the vicinity of an airport (military, public, or private)?
177			Explain:
			- · · · · · · · · · · · · · · · · · · ·
			Vacant Lanc 3 of Seller's Property Disclosure Statement (SPDS) • October 2021  Copyriof : © 2021 Arizona Association of REALTORS® All rights reserved.

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178. 179. 180. 181. 182.			NOTICE TO SELLER AND BUYER: Pursuant to Arizona Law a Seller shall provide a written disclosure to the Buyer if the Property is located in territory in the vicinity of a military airport or ancillary military facility as delineated on a map prepared by the State Land Department. The Department of Real Estate also is obligated to record a document at the County Recorder's Office disclosing if the property is under restricted air space and to maintain the State Land Department Military Airport Map on its website at: <a href="https://www.azre.gov">www.azre.gov</a> .
	YES	NO	
183.			Are you aware if any portion of the Property is in a flood way or flood plain?
184.			Explain:
185.			Are you aware of any portion of the Property ever having been flooded?
186.			Explain:
187. 188. 189. 190. 191. 192. 193. 194. 195. 196.			NOTICE TO BUYER: Your mortgage lender [may] [will] require you to purchase flood insurance in connection with your purchase of this property. The National Flood insurance Program provides for the availability of flood insurance and establishes flood insurance policy premiums based on the risk of flooding in the area where properties are located. Changes to federal law (The Biggert-Waters Flood Insurance Reform Act of 2012 and the Homeowner Flood insurance Affordability Act of 2014, in particular) will result in changes to flood insurance premiums that are likely to be higher, and in the future may be substantially higher, than premiums paid for flood insurance prior to or at the time of sale of the property. As a result, purchasers of property should not rely or, the premiums vaid for flood insurance on this property previously as an indication of the premiums that will apply after completion of the purchase. In considering purchase of this property you should consult with one or more carriers of flood insurance for a better understanding of flood insurance coverage, current and anticipated future flood insurance premiums, whether the prior owner's policy may be assumed by a subsequent purchaser
198. 199. 200.			of the property, and other matters related to the purchase of flood insurance for the property. For more information about flood insurance as it relates to this property, you may also wish to contact the Federal Emergency Management Agency (FEMA) at: <a href="https://www.fema.gov/national-flood-insurance-program">https://www.fema.gov/national-flood-insurance-program</a> .
198. 199.		ELLA	of the property, and other matters related to the purchase of flood insurance for the property. For more information about flood insurance as it relates to this property, you may also wish to contact the Federal Emergency
198. 199.	MISC YES	NO	of the property, and other matters related to the purchase of flood insurance for the property. For more information about flood insurance as it relates to this property, you may also wish to contact the Federal Emergency Management Agency (FEMA) at: https://www.fema.gov/national-flood-insurance-program.
198. 199.		-	of the property, and other matters related to the purchase of flood insurance for the property. For more information about flood insurance as it relates to this property, you may also wish to contact the Federal Emergency Management Agency (FEMA) at: <a href="https://www.fema.gov/national-flood-insurance-program">https://www.fema.gov/national-flood-insurance-program</a> .  NEOUS  Are you aware of an survey of the Property by a licensed surveyor having been performed? If yes, when and
198. 199. 200.	YES	NO	of the property, and other matters related to the purchase of flood insurance for the property. For more Information about flood insurance as it relates to this property, you may also wish to contact the Federal Emergency Management Agency (FEMA) at: <a href="https://www.fema.gov/national-flood-insurance-program">https://www.fema.gov/national-flood-insurance-program</a> .  NEOUS  Are you aware of any survey of the Property by a licensed surveyor having been performed? If yes, when and by whom? (Attach surveyor's plat map)
198. 199. 200. 201.	YES	NO	of the property, and other matters related to the purchase of flood insurance for the property. For more information about flood insurance as it relates to this property, you may also wish to contact the Federal Emergency Management Agency (FEMA) at: <a href="https://www.fema.gov/national-flood-insurance-program">https://www.fema.gov/national-flood-insurance-program</a> .  NEOUS  Are you aware of an isurvey of the Property by a licensed surveyor having been performed? If yes, when and by whom?  [Attach surveyor's plat map]  If yes, is the survey recorded?
198. 199. 200. 201. 202.	YES	NO	of the property, and other matters related to the purchase of flood insurance for the property. For more Information about flood insurance as it relates to this property, you may also wish to contact the Federal Emergency Management Agency (FEMA) at: <a href="https://www.fema.gov/national-flood-insurance-program">https://www.fema.gov/national-flood-insurance-program</a> .  NEOUS  Are you aware of any survey of the Property by a licensed surveyor having been performed? If yes, when and by whom? (Attach surveyor's plat map)
198. 199. 200. 201. 202. 203.	YES	NO	of the property, and other matters related to the purchase of flood insurance for the property. For more information about flood insurance as it relates to this property, you may also wish to contact the Federal Emergency Management Agency (FEMA) at: <a href="https://www.fema.gov/national-flood-insurance-program">https://www.fema.gov/national-flood-insurance-program</a> .  NEOUS  Are you aware of an survey of the Property by a licensed surveyor having been performed? If yes, when and by whom?  [Attach surveyor's plat map]  If yes, is the survey recorded?  Are you aware of and excheological features or artifacts on the Property?  Explain:  [Explain:
198. 199. 200. 201. 202. 203. 204.	YES	NO	of the property, and other matters related to the purchase of flood insurance for the property. For more information about flood insurance as it relates to this property, you may also wish to contact the Federal Emergency Management Agency (FEMA) at: <a href="https://www.fema.gov/national-flood-insurance-program">https://www.fema.gov/national-flood-insurance-program</a> .  NEOUS  Are you aware of an survey of the Property by a licensed surveyor having been performed? If yes, when and by whom?  [Attach surveyor's plat map]  If yes, is the survey recorded?  Are you aware of and excheological features or artifacts on the Property?
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BUYER | BUYER

Page 6 of 7
This contract is for use by Kerri Pesrce of K5 Keliar Williams Arizona Living Realty and their phone number 928-718-6211

TRANSACTIONS

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BUYER BUYER

PLTFSCMOT0043

# Kingman Golden Valley Association of Realtors EXCLUSIVE EMPLOYMENT AGREEMENT Exclusive Right to Sell

THIS DOCUMENT IS INTENDED TO BE A LEGALLY BINDING CONTRACT. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OR THE TAX CONSEQUECES THEREOF. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT YOUR ATTORNEY OR TAX ADVISOR.

	VICE, CONSULT YOUR A							
this Listi We, as C	CLUSIVE RIGHT: In considing Contract ("Listing") and Bounct(s) ("Owner"), simploy a at 11:59 p.m. on	okers promise to endeavo:	r to sell, tent, excha ive and irrevocable	mge, or option	ine Property ang on	7:1	2022	ernw of f"), I or and
	OPERTY DESCRIPTION: T Wenima Dr	he Proporty which Owner i	s listing is described	las follows: [ lden Val.	] Residential L <b>e</b> y	Commercial	X Vacant Land Mohave	
Street Ads			City/Town			County		
<u>NW4</u> S Le <sub>B</sub> al Des	E4 SW4 CONT 10 AC	CRES 209-13-028	<u>(209</u> -13-04	7 <u>&amp; 048)</u>		209- Assessor	13-0 <u>48&amp;</u>	)47
3. LIS	TING PRICE: The listing pri Thirty-E	ce shall be Beven_Thousand_I	Five Hundre	d	_	(\$37_	500.00	<u>-</u> j.
Premises Owner of any brok as may b	CESS AND LOCKBOX. Ow by Broker or any other broke elementedges that neither the Ver is insuring Owner or occup e necessary to secure and prote ENCY RELATIONSHIPS. O	er with or without potentic Vestern Arizona Realtor Di ant igainst theft, loss or va- ect the Premises during any	al purchasers or ter ata Exchange ("WA ndalism resulting fr time that a lockbox ker is Owner's ager	ants ("Prospec RDEX"), nor a our any such ac is being used a t with respect t	is ), even winy Board or reess. Owner and obtaining of this listing.	Association of is responsible appropriate in Owner under	of REALTOR:  for taking sur- isurance.  Owner Operations that a F	S%, nor ch steps pts Out
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Н,	consultation, research and of COMMISSIONS. If Brokes option or exchange of the F services rendered, Owner agr	ploduces a ready, willing remises is made by Owne	r or through any C	or tenant in a ther broket, r	otherwise, t	mang me ici	g, or if a sale m of this List ling price or	me, w
C. D. E.	OTHER BROKERS. Owner PAYMENTS FROM ESCE as a condition to closing or can behalf of Owner.  PURCHASE BY TENANT days after its termination, an in Paragraph 6(b) shall be do AFTER EXPIRATION. A exchange, or option is made negotiated concerning the Premises had been fisted on contract or excrow relating Paragraph 6 (e).	tO+ OR RENT. Owner in aport connectiation of the escapilition of escrow. Broken yet ant, or his being, executement, carned by and payablifier the expiration of this to the expiration of this to the expiration of the expiration of this to the expiration of this to the expiration of this to the expiration of the expiration of an exclusive basis with a	restructs the escrow- frow, and irrevocab- is authorized to di- rental of the Premis- itors, or assigns sha- e to Broker. Listing, the same of to whom the Prem- this Listing, (1) wi- mother broker, or (1)	ly assigns to B aduct compensations, including at the Premoministions, a disease has been thin 60 doing the p	y, to pay all stroker, to the ution from at my renewals objects from Over appropriate shown or will days after the endency, income, in	extent necessary rent or other or holdovers. of where the safe e, shall be pay the whom Cow he expiration luding the cic	ary, money pa er monies reco or within commission d yable if a sale mer or any bro of this Listing osing, of any p	escribed en rental oker has purchase laned by
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This contract is for use by Kerri Pource of KG Keller Williams Arizona Living Realty and their phone number 928-718-6211

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- G. FAILURE TO COMPLETE. It completion of a sale or rental is prevented by default of Owner, or with the consent of Owner, the entire sale or rental commission, as appropriate, shall be paid to Broker by Owner. If any earnest deposit is forfeited for any other reason. Owner shall pay a brokerage fee equal ic the lesser of one-half of the earnest deposit or the full amount of the commission.
- H. NO LIMITATION. Nothing in this Listing shall be construed as limiting applicable provisions of law relating to when commissions are carned or payable.
- 7. IISE OF INFORMATION. The information on the Data Entry—orm and any photographs of the Premises will be provided to WARDEX to be published and disseminated, in whole or it, part, in printed or electronic form, including via the Internet, to WARDEX participants and the general public, even after the cancellation or expiration of the Listing. Broker is authorized to report the sale, exchange, option or rental of the Premises, and its price, terms and financing, for dissemination through WARDEX or otherwise to authorized WARDEX participants and to the public and for use by companies engaged in selling information for various purposes, including but not limited to, appraisals or evaluations of tax assessments.
- 8. ROLE OF BROKER: Owner acknowledges that Broker is not responsible for the custody or condition of the Premises or for its management, maintenance, upkeep or repair.
- 9. **DOCUMENTS.** In connection with a weale or remaind the Premises, Owner consents to the use of the current AAR standard form of purchase or rental contract used by Broker and all other standard documents used by Broker and the escrow and title companies.
- 10. COOPERATION BY OWNER: Owner agrees to make available to Broker and Prospects all data, records and documents pertaining to the Premises. Owner authorized Broker, and any other broker authorized by Broker to preview and show the Premises at reasonable times and upon reasonable notice, to take and publish photographs of the Premises and to conduct virtual tours, and agrees to commit no act which might tend to obstruct Broker's performance becomeder, the Premises are occupied by someone other than Owner. Owner will provide to Broker the occupant's written consent to cooperate in connection with the showing of the Premises. Owner shall not communicate directly with any Prospect or other broker during the term of this Listing and that term others and other brokers to Broker during the term bereof.
- 11. INSURANCE. Owner acknowledges that Owner's or occupant's property could be damaged or stolen or persons visiting the Premises could be injured. Owner shall be responsible for obtaining appropriate insurance to cover such possible events.
- 12. SIGN. Broker is authorized to place Broker's appropriate signs on the Premises until the later of any close of escrow by a purchaser or occupancy by a tenant.

  Owner Opts Out
- 13. OWNER'S OBLIGATION / WARRANTIES BY OWNER. Owner Agrees to and warrant:
  - A. CAPACITY. Owner has the legal capacity, full power and authority to enter into this Listing, deliver marketable title to the Premises and consummate the transactions contemplated hereby on Owner's own behalf or on behalf of the party Owner represents, as appropriate.
  - B. ADVERSE INFORMATION. Owner has disclosed to Broker all material latent defects and information concerning the Premises known to Owner, including all material information relating to: Connection to a public sewer system, septic tank or other sanitation system; the existence of any tax, judgment or other type of lien/past or present infestation by or treatment for wood-destroying pests or organisms; and past or present repair of the Premises for damage resulting from wood-destroying pests or organisms or has in the past ever or currently own's 5 or more lots is any one subdivision. During the term of this Listing, Owner agrees to continue disclosing to Broker all additional information of the type required by the preceding sentence promptly after Owner becomes aware of any such information.
  - C. CORRECT INFORMATION. It Information concerning the Premises in this Listing, including the Data Entry Form relating to the Premises, or otherwise provided or Owner to Broker or to any Prospect is, or will be at the time provided, and shall be at close of escrow or occupancy by a tenant, true. Percet and complete. Owner agrees to notify Broker promptly if there is any material change in such information until the taxes to occur of the expiration of this Listing, any close of escrow or occupancy by a tenant.
  - D. To consult with the Broker prior 1 the execution of an acceptance of an "Offer".
  - E. To remove all but Broker's signs from the Property and assure the Broker that no other employment of Listing agreements are in effect.
  - F. In the event of a sale, exchange or option to famish a good and sufficient conveyance and macketable fittle insured for the gross sales price by a company licensed in Arizona to issue title insurance.
  - G. To immediately refer all inquirie received or known by the Owner during the term of this Listing to the Broker, and fully cooperate with Brokers in showing the Property.
  - H. Upon Listing Broker's request, Serier agrees to complete, sign and deliver to escrow company a certificate concerning whether Seller is a foreign person or nonresident alice pursuant to the Foreign Investment in Real Property Tax Act of 1980 (FIRPTA).
  - UTILITIES. During the term of this Listing, Owner shall maintain continuous service to the Premises of all utilities which are currently
    connected to the property.

Owner's Initial's



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- 14. RELIEF OF LIABILITY. Broker is negeby relieved of any and all liability and responsibility for everything in Paragraphs 11 and 13.
- 15. ATTORNEYS' FEES. In any action or proceeding to enforce any provision of this Listing, or for damages sustained by reason of its breach, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees, as set by the court or arbitrator and not by a jury, and all other related expenses, such as expert witness fees, fees paid to investigators and court costs. Additionally, if any Broker reasonably hures an attorney to entorce the collection of any commission without commencing any action or proceeding. Owner agrees to pay such Broker's attorney's fees and costs, and Owner itso agrees to pay interest at the legal rate on all commission and other amounts owed or due to Broker from the time due until paid in full.
- 16. INDEMNIFICATION. The Owner agrees to indemnify and hold Broker, the appropriate Association of REALTORS®, WARDEX and all other Brokers harmless against any and all claims, liability, damage or loss arising from any misrepresentation, breach of warranty, breach of contract or breach of a promise by Cwner, any incorrect information supplied by Owner, any facts concerning the Property not disclosed Owner, including any facts known to Owner relating to adverse conditions or latent defects and any injury, loss, or damage to persons or Property in connection with the marketing or showing of the Property, including use of lockbox.
- 17. DEPOSITS, Owner authorized brokers to accept carnest deposits on behalf of Owner and to issue receipts for such earnest deposits.
- 18. RECOMMENDATIONS. If Broker recommends a builder, contractor, escrow company, title company, pest control service, appraiser, lender, home inspection company or home warranty company or any other person or entity to Owner for any purpose, such recommendation shall be independently investigated and evaluated by Owner, who hereby acknowledges that any decision to enter into any contractual arrangement with any such person or entity recommended, by Broker will be based solely upon such independent investigation and evaluation. Owner understands that said contractual arrangement may result in a commission or fee to Broker
- 19. SUBSEQUENT PURCHASE OFFicks. Broker acknowledges that Owner has the right to accept subsequent offers until the close of excrow in the case of a sale or until occupancy by a tenant in the case of a rental. Owner understands that any subsequent offers accepted by Owner must be backup offers, namely, contingent on the cancellation or other nullification of any contracts arising upon the acceptance of carlier offers. Within 72 hours (excluding weekend, and postal holidays) of the execution of a purchase contract by Owner, Broker shall change the status of the Listing from "active" to "sale manding" in the Multiple Listing Service computer system unless Owner instructs Broker in writing to continue to market the Premises, in w. 'All case, the Listing will be changed from "active" to "pending continue to show".
- 20. EQUAL HOUSING OPPORTUNITY. The Premises will be presented in compliance with federal, state and local thir housing laws and regulations
- 21. TIME OF ESSENCE. Time is of the essence in the performance of the obligations contained in this Listing.
- 22. COUP TERPARTS AND FACSLACE. This listing may be executed in any number of counterparts by the parties hereto. All counterparts executed shall constitute one Listing binding upon all parties hereto, notwithstanding that all parties do not sign the same counterpart. An electronic copy of the Listing which incicutes that the Listing was fully executed shall be treated as an original Listing.
- 23. CONSTRUCTION OF LANGUAY & AND GOVERNING LAW. The language of this Listing shall be construed according to its fair meaning and not strictly for or against either party. Words used in the masculine, feminine or neuter shall apply to either gender or the neuter, as appropriate. All singular and plural in rus shall be interpreted to refer to the number consistent with circumstances and context. Whenever the words "includes", "including" are used in this Listing, they shall be deemed to be followed by the words "without limitation." If this Listing is used for a reptal, exchange, or option instead of a sale of the Premises, all language in this Listing relating to the sale of Premises shall be construed to apply as appropriate, to a rental, exchange, or option. For example, Owner shall be deemed to be Exchanger, Optionor, or Landlord respectively. This Listing shall be governed by the laws of the State of Arizona.

24.	ADDITIONAL TERMS.	
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Owner's Initial's



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25. ENTIRE AGREEMENT. This Listing including the Data Entry sheet, plus any attached exhibits and any addenda or supplements signed by Owner and Broker shall constitute the entire agreement between Owner and Broker and supersede any other written or oral agreements between Owner and Broker. It is the intention of the parties that this Listing shall be a legally binding contract once it has been signed by Owner and Broker even though none, or only some, of the pages have been initialed by Owner. This Listing can be modified only by a writing signed by Owner and Broker.

THE TERMS AND CONDITIONS IN THIS LISTING PLUS ALL INFORMATION ON THE DATA ENTRY FORM ARE INCORPORATED HEREIN BY REFERENCE. COMMISSIONS PAYABLE FOR THE SALE, RENTAL OR MANAGEMENT OF PROPERTY ARE NOT SET BY ANY BOARD OR ASSOCIATION OF REALTORS OR MULTIPLE LISTING SERVICE OR IN ANY MANNER OTHER THAN BY NEGOTIATION BETWEEN THE BROKER AND THE OWNER. BY SIGNING BELOW, OWNER ACKNOWLEDGES THAT HE HAS READ, UNDERSTANDS AND ACCEPTS ALL TERMS AND PROVISIONS CONTAINED HEREIN AND THAT HE HAS RECEIVED A CCTY OF THIS LISTING.

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Arizona law re uires the seller to disclose material (important) facts about the property, even if you are not asked by the buyer or a real estate agent. These disclosure obligations remain even if you and the buyer agree that no Seller's Property Disclosure Statement ("SPDS") will be provided.

The SPDS is designed to assist you the seller in makin; these legally required disclosures and to avoid inadvertent nondisclosures of material facts. To satisfy your disclosure obligations and protect yourself against alleged nondisclosure, you should complete the SPDS by answering all questions as truthfully and as thoroughly as possible. Attach copies of any available invoices, warranties, inspection reports, and leases, to ensure that you are disclosing accurate information. Use the blank lines to explain your answers. If you do not have the personal knowledge to answer a question, it is important not to guess – use the blank lines to explain the situation.

If the buyer asks you about an aspect of the property, you have a duty to disclose the information, even if you do not consider the information material.\* You also have a legal duty to disclose facts when disclosure is necessary to prevent a previous statement from being misleading or misrepresented; for example, if something changes.

If rou do not make the legal required disclosures you may be subject to civil <u>liability</u>. Under certain circumstances, nondisclosure of a fact is the same as saying that the fact does not exist. Therefore, nondisclosure may be given the same legal effect as fraud.

If you are using the Arizona Association of REALTORS® ("AAR") Vacant Land/Lot Purchase Contract, the seller is required to deliver "a completed AAR Vacant Land/Lot SPDS form to the Buyer within five (5) days after Contract acceptance." If the Seller does not provide the SPDS as the Contract requires, the Seller is potentially in breach of the Contract, thereby enabling the Buyer to cancel the transaction and receive the earnest money deposit.

\* By law, sellers are not obligated to disclose that the property is or has been: (1) a site of a natural death, suicide, homicide, or any other crime classified as a felony; (2) owned or occupied by a person exposed to HIV, or diagnosed as having AIDS or any other disease not known to be transmitted through common occupancy of real estate; or (3) located in the vicinity of a sex offender. However, the law does not protect a seller who makes an intentional misrepresentation. For example, if you are asked whether there has been a death on the property and you know that there was such a death, you should not answer "no" or right don't know." Instead you should either answer truthfully or respond that you are not legally required to answer the question.

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## /ACANT LAND/LOT SELLER'S PROPERTY No ACTION STATEMENT (SPDS) (To be completed by Seller)

Document updated: October 2021

ARIZONA REALTORS' REAL SOLUTIONS OF ALTON SUCCESS.

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 ye ar attorney, tax advisor or professional consultant.



#### MESSAGE TO THE SELLE!

Sellers are obligated by law to disclose cli known material (important) facts about the Property to the Buyer. The SPDS is designed to assist you in making these disclosures. If you know something important about the Property that is not addressed on the SPDS, add that information to the form. Prospective Buyers may rely on the information you provide.

INSTRUCTIONS: (1) Complete this form sourself. (2) Answer all questions truthfully and as fully as possible. (3) Attach all available supporting documentation. (4) Use explanation lines as necessary. (5) If you do not have the personal knowledge to answer a question, use the blank lines to explain. By signing below you acknowledge that the failure to disclose known material information about the Property may result in liability.

### MESSAGE TO THE BUYER:

Although Sellers are obligated to disclose all known material (important) facts about the Property, there are likely facts about the Property that the Sellers do not know. Therefore it is important that you take an active role in obtaining information about the Property.

INSTRUCTIONS: (1) Review this form, ....c any attachments carefully. (2) Verify all important information. (3) Ask about any incomplete or inadequate responses. (4) Inquire about any concerns not addressed on the SPDS. (5) Review all other applicable documents, such as CC&R's, association bylaws, rules, and the title report or commitment. (6) Obtain professional inspections of the Property. (7) Investigate the surrounding area.

THE FOLLOWING ARE REPRESENTATIONS OF THE SELLER(S) AND ARE NOT VERIFIED BY THE BROKER(S) OR AGENT(S).

	PRO	PERT	Y AND OWNERS JIP				
1. 2.	THIS	ISCLO	SURE CONCERNS THE FOLLOWING REAL PROPERTY: 0000 Wenima Dr	_			
3.	COUN	ŢΥ:	TAX PARCEL NUMBER:				
4.	ZONIN	G:	DATE PURCHASED OR ACQUIRED:				
5.	How di	d you a	acquire the Property? []Purchase   Inheritance   Foreclosure   Gift   Other:				
6.			ER OF PROPERTY				
7.	Is the f	Property	y located in an unincorporated area of the county? ☐ Yes ☐ No				
8.	If yes,	and fiv	ve or fewer parcets or and other than subdivided land are being transferred, the Seller must furnish the Buyer				
9.	with a written Affidavit of Disclosuse in the form required by law.						
10.	To your knowledge, is the Property within a subdivision approved by the Arizona Department of Real Estate? [] Yes  No						
11.	Is the legal owner(s) of the Propeny A Foreign Person pursuant to the Foreign Investment in Real Property						
12.	Tax Act (FIRPTA)? ☐ Yes ☐ No 1 yes, consult a tax advisor; mandatory withholding may apply.						
13.	Does the Property include any lease. land? ☐ Yes ☐ No						
14.	WALLEY TO DO						
15.	Washington Company Control of Con						
16.	How many acres are leased?						
17.	Expira	tion date	te of current lease? (Attach a copy of the lease.)				
18.	ls the	Property	y currently leased to a lenant? LiYes III No				
19.	(Attach a convert the lease )						
20.	If any refundable deposits or prepaid lents are being held, by whom and how much? Explain:						
21.							
	YES	NO					
22.		-	Have you entered in any agreement to transfer your interest in the Property in any way, including lease renewals				
23.			or options to purchase? Explain:				
24.			To your knowledge, a the Property subject to Covenants, Conditions and Restrictions or deed restrictions?				
25.			Explain:	· —			
			<u></u>	>>			
			Vacana Landiflot Seiler's Property Disclosure Statement (SPDS) • October 2021				

Initials>

BUYER

BUYER

TRANSACTIONS

Page 1 of 7

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# Vacant Land/Lot Seller's Propen Disclosure Statement (SPDS) >>

YES	NO	
		Are you aware of a + association(s) governing this Property?
		If yes, membership if the association(s) is ☐Mandatory ☐Voluntary
		Association Name: Phone #: Phone #: _
		Association Name: Contact Person: Phone #:
		If yes, are there any fees? How much? \$ How often?
		How much? \$ How often?
	$\Box$	Are you aware of any assessments affecting this Property? (Check all that apply):
		Association assessment
		If yes, the approximate balance: \$
	[]	Are you aware of any proposed assessment(s)?
		lf yes, explain:
	(1)	Are you aware of any pending or anticipated disputes or litigation regarding the Property or the association(s)?
	<del></del>	Explain:
	£1)	Are you aware of ac, of the following recorded against the Property? (Check all that apply):
		□ Judgment liens □ Tax liens □ Other non-consensual liens
		Explain:
г	m	Are you aware of any little issues affecting this Property? (Check all that apply):
	1.3	Recorded easemans Liuse restrictions Liut line disputes Encroachments
		☐ Unrecorded ease ments ☐ Use permits ☐ Conservation easement ☐ Other
	174	Explain:  Are you aware of any pending or anticipated eminent domain or condemnation proceedings regarding the Property?
i-J	<u>:-1</u>	
		Explain:
	1.1	Explain: =
; 2	_1	Are you aware if the Property is located within the boundaries of a Community Facilities District (CFD)?
L.I	L_I	·
		If yes, provide the name of the CFD:
ACCE	:SS	<del></del>
		Lis notlegal access to the Property las defined in A.R.S. §11-831. □ unknown
		lis notphysical access to the Property — Lunknown
,		
	∐is ∫	☐ is nota statement from a licensed surveyor or engineer available stating whether the Property has
		is that is traversable by a nivo-wheel drive passenger motor vehicle
		physical access to the Property ∐is □is not…the same □unknown □not applicable
	-	
Схріан	·	
Too to	 أ إذاكات	☐ Is publicly maintaines: ☐ privately maintained ☐ not maintained ☐ not applicable. If applicable, there
		ta recorded road mai nenance agreement.
( .:15	E_US NO	L. ,a Tecordeo Toad that tietrance agreement.
li the	mads :	are not publicly mainteneed, it is the responsibility of the Property owner(s) to maintain the roads and roads that
are n	ot impr	oved to county stands it's and accepted for maintenance are not the county's responsibility.
!		
		Vacant Limb/Lot Saller's Propony Disclosure Statement (SPDS) • October 2021
<u>.</u>		Vacant Lind/Lot Saller's Propony Disclosure Statement (SPDS) • October 2021 Copyri_ht © 2021 Arizona Association of REALTORS*. All rights reserved.    Initials >
	ACCE There Explain There Explain There Explain The let Explain The fot [.] is	CESS There Lis LExplain:  There Lis Lexplain:  There Lis Lexplain:  The legal and Explain:  The road(s) Letter lis not lis lis lis not lis lis not lis lis not lis lis not lis lis lis lis not lis

# Vacant Land/Lot Seller's Property Disclosure Statement (SPDS) >>

	ŮΖE	_	
67.	What i	s the cu	rrent use of the Property?
68.	What p	orior use	es of the Property are you aware of?
	YES	NO	
69.	Γi		To your knowledge, does the current use conform with current zoning?
70.			If no, Explain:
71.		П	Are you aware of any improvements on the Property?
72.	_		Expiain:
73.			Are you aware of any crops being grown on the Property?
74.			If yes, are the crops [] Owner operated [] Tenant operated
75.			If yes, who has the right to harvest the crops and for what period of time? Explain:
76.			
77.	<b>[</b> ]		Are you aware of ar Aivestock on the Property?
78	.,		if yes, are the livest 😕 🛄 Owner operated 🔲 Tenant operated 🗔 Open range
70			, , , , , , , , , , , , , , , , , , , ,
	UTIL	TIES	
79.	ARE 7	HE FO	LLOWING SERVICES AVAILABLE TO THE PROPERTY?
	YES	NO	PROVIDER
80.	$\Box$	Ü	Electricity:
81.	ΰ	$\Box$	Fuel: 🗌 Natural gas 🛗 Propane 🔲 Oil
82.	[_]		Cable:
83.	13		nternet:
84.	$\Box$		Telephone:
85.		Ü	Garbage Collection:
86.			Fire:
87.	Ei	Ξ	frigation:
88.			Are there any attemate power systems serving the Property? (If no, skip to line 99)
89.			If yes, indicate type (Check all that apply)
90.			☐Solar ☐Wind ☐Generator ☐Other
91.	,		Are you aware of any past or present problems with the alternate power system(s)?
92			Explain:
93.	O		Are any power systems serving the Property leased?
94.			Explain:
95.			If yes, provide name and phone number of the leasing company (Attach copy of lease if available)
96			
			NOTICE TO BUYER: If the Property is served by a solar system, Buyer is advised to read all pertinent
97. 98.			documents and review the cost, insurability, operation, and value of the system, among other items.
	INST	- 10	
	WATI		
200	YES	NO □	Is there a domestic water source to the Property?
99.		L.,	If yes, water source is: Public Private water company Private well Shared well Hauled water
1 <b>0</b> 0.			If water source is a private or shared well, or water can be used from springs, streams, lakes, ponds, reservoirs,
101. 102.			canyons, or ravines complete and attach the DOMESTIC WATER WELL/ WATER USE ADDENDUM.
103.			if water source is public, a private water company, or hauled water, Provider is:
100.			
			Vacant Land*Lot Selier's Property Disclosure Statement (SPDS) • October 2021
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			Page 3 of 7
	This co 5213	ntract i	a for use by Kerri Fearce of KG Koller Williams Arizone Living Realty and their phone number 928-718- THANSACTION  State of the Color o

05. 06. 07. 08.			Are you aware of any past or present drinking water problems?
06. 07. 08. 09.			
07. 08. 09. 10.			Explain:
08. 09. 10.			
)9. 10.			To your knowledge, is the Property in one of the following districts or areas? (Check all that apply):
10.			☐ Central Arizona Project (CAP) District ☐ Irrigation Non-Expansion Area ☐ Active Management Area
			☐ Central Arizona Groundwater Replenishment District ☐ Other:
1.	$\Box$	Π.]	Are you aware of any grandfathered water rights associated with the Property?
			If yes, □Type I □ Type tl □ Irrigation
2.			Grandfathered Water Rights Certificate #
3			What is the allotment? acre feet
4.			Number of irrigated acres
5.		Ľ1	To your knowledge, does the Property have surface water rights? If yes, Certificate #
16. 17. 18.			NOTICE TO BUYER: If the Property is served by a well, private water company or a municipal water provider the Arizona Department of Water Resources may not have made a water supply determination. For more information about water supply, or any of the above services, contact the provider.
_			
			STEWATER TREATMENT
Y	/ES	NO	The second of th
9.			Type of sewer: Public Private Planned and approved sewer system, but not connected None
0.			Name of Provider:
1.		$\Box$	Is the Property served by an On-Site Wastewater Treatment Facility? (If no, skip to line 143)
2.			If yes, the Facility is. □ Conventional septic system □ Alternative system; type:
23.			<u> </u>
24			Other:
25. 26.			NOTICE TO BUYE Contact the appropriate governmental or private provider regarding the availability and cost of sewer connection.
27.	C1	ľ1	If the Facility is an sitemative system, is it currently being serviced under a maintenance contract?
28.			If yes, name of contractor: Phone #:
9.			Approximate year Facility installed: (Attach copy of permit)
iO.			Are you aware of art, repairs or alterations made to this Facility since original installation?
	<u></u> -		Explain:
2.			
23.			Approximate date of last Facility inspection and/or pumping of septic tank:
ω.			
2.4	0		Are you aware of any past or present problems with the Facility? Explain:
	. —:		Are you aware of any site/soil evaluation (percolation or other tests) having been performed on the Property?
35.		<u> </u>	If yes, when and by whom?
35. 36.			
34. 35. 36. 37.			NOTICE TO SELLER AND BUYER: The Arizona Department of Environmental Quality (ADEQ) requires a

PLTFSCMOT0052

BUYER BUYER TRANSACTIONS

Vacant Land/Lot Seller's Property Disclosure Statement (SPDS) >> NOTICE TO BUYER: Cesspools have not been approved for use in Arizona since 1976. Current Arizona 140. Department of Environmental Quality regulations on cesspools specifically prohibit their use for sewage 141. disposal [R18-9-A309(A)(4) and R18-5-406(D)]. 142.

	NO	
ш		Are you aware of the presence of any of the following on the Property past or present? (Check all that apply):
		☐ Asbestos ☐ Randhigas ☐ Mining operations ☐ Pesticides
		☐ Underground storage tanks ☐ Fuel/oil/chemical disposal or storage
		Explain:
		Are you aware of the presence of any of the following in close proximity to Property, past or present? (Check all that apply):  Asbestos  Ray unigas  Pesticides  Underground storage tanks
		☐ Fuel/oil/chemical Gaposal or storage ☐ Other:
		Explain:
□		Are you aware if the Property is located within any of the following? (Check all that apply):
		☐Superfund ☐ Wester Quality Assurance Revolving Fund ("WQARF")
		[] Comprehensive Environmental Response Compensation and Liability Act ("CERCLA")
	$\Box$	Are you aware of ar , environmental assessments or studies having been performed on the Property?
_	_	If yes, was the studia (Check all that apply): Phase I Phase II Phase III Other
		(Attach copies of the environmental assessment or study.)
	П	Are you aware of any tast or present issues or problems with any of the following on the Property? (Check all that apply):
·		Soil settlement/expansion Drainage/grade Li Erosion Drissures Dother
		Explain:
Ц	□	of the public in proceed or electronic format upon request and on its website at: www.azre.gov  Are you aware of any mast or present issues or problems in close proximity to the Property related to any of the following? (Cheer all that apply):
		☐Soil settlement/e::nansion ☐Drainage/grade ☐Erosion ☐Fissures ☐Other  Explain:
		Are you aware if the importy is subject to any present or proposed effects of any of the following? (Check all that apply)  Airport noise Traffic noise Rail line noise Neighborhood noise Toxic waste disposal  Odors Nuisances Sand/gravel operations Dother  Explain:
		Are you aware of an cortion of the Property being situated on or in close proximity to a closed landfill?
		Explain:
	Œ	Are you aware of any conditions that make the Property subject to any of the following ordinances or regulations?
		(Check all that apply
		Hillside 🗀 Eros. I control 📋 Native plant/animal species prescryation. 🗀 Natural area open space requireme
		Wetlands area 👈 Critical habitat
:		

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Vacant Land/Lot Seller's Proper Disclosure Statement (SPDS) >>

162.			NOTICE TO SELLER AND BUYER: Pursuant to Arizona Law a Seller shall provide a written disclosure to the Buyer if the Property is located in territory in the vicinity of a military airport or ancillary military facility as delineated on a man prepared by the State Land Department. The Department of Real Estate also is obligated to record a document at the County Recorder's Office disclosing if the property is under restricted air space and to maintain the State Land Department Military Airport Map on its website at: <a href="www.azre.gov">www.azre.gov</a> .
	YES	NO	
183.	<u> </u>		Are you aware if any portion of the Property is in a flood way or flood plain?
184.			Explain:
185.		$\Box$	Are you aware of arreportion of the Property ever having been flooded?
186			Explain:
187. 188. 189. 190. 191. 192. 193. 194. 195. 196. 197. 198. 199. 200.			NOTICE TO BUYER. Your mortgage lender [may] [will] require you to purchase flood insurance in connection with your purchase of this property. The National Flood Insurance Program provides for the availability of flood Insurance and establishes flood insurance policy premiums based on the risk of flooding in the area where properties are localed. Changes to federal law (The Biggert-Waters Flood Insurance Reform Act of 2012 and the Homeowner Flood Insurance Affordability Act of 2014, in particular) will result in changes to flood insurance premiums that are sikely to be higher, and in the future may be substantially higher, than premiums paid for flood insurance prior to or at the time of sale of the property. As a result, purchasers of property should not rely on the premiums paid for flood insurance on this property previously as an indication of the premiums that will apply after completion of the purchase. In considering purchase of this property you should consult with one or more carriers of flood insurance for a better understanding of flood insurance coverage, current and anticipated future flood insurance premiums, whether the prior owner's policy may be assumed by a subsequent purchaser of the property, and other matters related to the purchase of flood insurance for the property. For more information about flood insurance in trelates to this property, you may also wish to contact the Federal Emergency Management Agency (FEMA) at: <a href="https://www.fema.gov/national-flood-insurance-program">https://www.fema.gov/national-flood-insurance-program</a> .
-			NEOUS
	YES	NO	the second secon
201. 202.		Ω	Are you aware of an survey of the Property by a licensed surveyor having been performed? If yes, when and by whom? (Attach surveyor's plat map)
203.	ΞJ		If yes, is the survey recorded?
204.	$[\ ]$		Are you aware of a <sub>ct</sub> , archeological features or artifacts on the Property?
205.			Explain,
206.	Ц		
207.			
209.			Are you aware of any endangered species on the Property? Explain:
203			
200			Are you aware of any undangered species studies having been performed on the Property? If yes, when and
210.			by whom?
			Are you aware of ally mineral rights that transfer with the title? If yes, explain:
210.			
210. 211.			A <del></del>
210. 211. 212.		ГЛ	Are you aware of any open mine shafts/tunnels, abandoned wells, or other hazards on the Property?
210. 211. 212. 213.		ΓΊ	Are you aware of any open mine shafts/tunnels, abandoned wells, or other hazards on the Property?  If yes, describe location:
210. 211. 212. 213. 214.		ΓΊ	
205. 206. 207. 209.			Are you aware of any archeological study having been performed on the Property?  It yes, when and by amom?  Are you aware of any endangered species on the Property? Explain:  Are you aware of any undangered species studies having been performed on the Property? If yes, when and by whom?

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BUYER BUYER

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TRANSACTIONS

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YES 	NO												
:7	Ш	Is there a	ny other an	nneation co	ndemina B	he Proc	edy that	might a	iffect their	ecision c	t a buye	r to buy,	or affect
	_			= ty, or afte									
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		GNATURE ACCOMAI	Initials	- <u>-</u>	- ΜΟ/Ο΄/	ažýfi /	A SELLE		Accoma	ndo	. **** /		<sup></sup> МО/DA/
		GNATURE Accomat	Initials		— MO/Ó/	ajýr / Selli	MAR		AGVOM	ndo			<sup></sup> МО/БА/
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Review BUYEF (nowle regard	ved and R'S ACH age and to the P	NOWLED	Initials.  GMENT: Earranty or a yer is enc-	. /er acknov ny kind. Buy kraged to o	vledges tha yer acknow btain Prope	settle at the in riedges enty ins	MAR  Iformation Buyer's opections I	rontal obligation	мола мола ned herei on to inves essional in	ndo VFR n is base digate an depende	y materi nt third p	al (impo parties.	ler's actua rtant) facts
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Review  BUYEF  knowle regard  HOTIC been: { expose	ved and R'S ACH age and to the P E: Buye 1) the s	(NOWLED) I is not a wall- I reperty. But I recknowle I acknowle I diagnose	Initials.  GMENT: Earranty or acyer is encoding that burned death is add as havir	yer acknowny kind. Buy kireged to o y law, Selle scicide, hon selicide, hon	viedges the yer acknow btain Prope rs, Lessors nicide, or a iny other d	at the in ledges enty inside the sand Bright notes that the sand Bright notes the sand B	MAR  Iformation Buyer's conceptions I	n contai obligation by profese not ob-	MO/DA ined herein on to invest essional in aligated to d as a felo	ndo  TR  is base- itigate and depende disclose ny; (2) ov	y materi nt third p that the vned or i	al (impo parties. Property occupied	ler's actua rtant) facts y is or has i by a pers
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This contract is for use by Kerri Pearce of KG Keller Williams Arixona Living Realty and their phone number 928-718-6211

# Kingman Golden Valley Association of Realtors EXCLUSIVE EMPLOYMENT AGREEMENT Exclusive Right to Sell

THIS DOCUMENT IS INTENDED TO BE A LEGALLY BINDING CONTRACT. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OR THE TAX CONSEQUECES THEREOF, IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT YOUR ATTORNEY OR TAX ADVISOR.

this Listing Contract ("Listing") and B We, as Owner(s) ("Owner"), employ a	eration of the acceptance by the unders oker's promise to endeavor to sell, rent and grant Broker the exclusive and irrev	, exchange, or option the I ocable right commencing	Property described below (*on 6/15/20	"Property"), 1 or 1 <b>22</b> and
expiring at 11;59 p.m. on		- ·	the Property described bel	
2. PROPERTY DESCRIPTION: T 0000 Don Luis	he Property which Owner is listing is de	scribed as follows: [_!Res <b>Golden_Valle</b> 1	idential 🗌 Commerical 🔀 V <b>Mol</b>	/acant Land have
Street Address	City/Town	Torigen variet	County	···
	ON UNIT 2 PARCEL PLAT 02/064-6	4A P ARCEL 11 CONT 15	i1.15 AC 306-5	51-011
Legal Description			Assessor#	
3. LISTING PRICE: The listing pri One Hu	ee shall be	and	(\$169_000	۱ 00.0
Owner acknowledges that neither the Vany broker, is insuring Owner or occup as may be necessary to secure and protes.  5. AGENCY RELATIONSHIPS. Omay also wish to be represented by Branch for both Owner and the Prospect.	er, with or without potential purchasers Vestern Arizona Realtor Data Exchange not against theft, loss or vandalism result of the Premises during any time that a low wher understands that Broker is Owner- oker in connection with the purchase or Since Owner does not wish to limit the lat may arise. Owner initially authorizes	("WARDEX"), nor any I ting from any such access okbox is being used and of a agent with respect to this rental of the Premises. In range of Prospects at this	Owner is responsible for to taining appropriate insurant appropriate insurant Control of the Con	AITORS® nor aking such steps noe.  Dwner Opts Ou!  Is that a Prospect oe serving as the k with Broker to
A. RETAINER. Broker acknow consultation, research and off B. COMMISSIONS. If Broker option or exchange of the P	R. Owner agrees to compensate Broker a dedges receipt of a non-refundable reta er services. produces a ready, willing and able pur- emises is made by Owner or through sees to pay Broker a commission of	chaser or tenant in accordany other broker, or other	dance with this Listing, or	this Listing, for
<ul> <li>D. PAYMENTS FROM ESCR as a condition to closing or a Owner at the closing or cand behalf of Owner.</li> <li>E. PURCHASE BY TENANT. days after its termination, any in Paragraph 6(b) shall be determined.</li> <li>F. AFTER EXPIRATION. As exchange, or option is made negotiated concerning the Promises had been listed on</li> </ul>	authorizes Broker to divide all such cor OW OR RENT. Owner instructs the espon cancellation of the eserow, and irregulation of escrow. Broker is authorized If during the terms of any rental of the Internat, or his heirs, executors, or assignmed carned by and payable to Broker, there the expiration of this Listing, the stay Owner to any person to whom the emises during the term of this Listing, that exclusive basis with another broker to the Premises that was executed or	crow company, if any, to a vocably assigns to Broker I to deduct compensation Premises, including any rems shall buy the Premises that ecommissious, as app. Premises has been show (1) within60 days, or (2) during the pender	nay all such compensation to to the extent necessary, no from any rent or other mo- newals or holdovers, or will from Owner, the sale commoniste, shall be payable in or with whom Owner or after the expiration of this tay, including the closing.	to Broker in cash toney payable to nies received on hin  mission described if a sale, rental, r any broker has a Listing, unless of any purchase
			Ov	wner's Initial's
Page 1 of 4				<b>Rev</b> 7-1-13

This contract is for ast by Kenri Poince of KG Heller Williams Arizona Living Realty and their phone number 928-718-6211

- G. FAILURE TO COMPLETE. If completion of a sale or rental is prevented by default of Owner, or with the consent of Owner, the entire sale or rental commission, as appropriate, shall be paid to Broker by Owner. If any earnest deposit is forfeited for any other reason. Owner shall pay a brokerage fee equal to the lesser of one-half of the carnest deposit or the full amount of the commission.
- H. NO LIMITATION. Nothing in this Listing shall be construed as limiting applicable provisions of law relating to when commissions are carned or payable.
- 7. USE OF INFORMATION. The information on the Data Entry Form and any photographs of the Premises will be provided to WARDEX to be published and disseminated, in whole or in part, in printed or electronic form, including via the internet, to WARDEX participants and the general public, even after the cancellation or expiration of the Listing. Broker is authorized to report the sale, exchange, option or rental of the Premises, and its price, terms and financing, for dissemination through WARDEX or otherwise to authorized WARDEX participants and to the public and for use by companies engaged in selling information for various purposes, including but not limited to, appraisals or evaluations of tax assessments.
- 8. ROLE OF BROKER: Owner acknowledges that Broker is not responsible for the custody or condition of the Premises or for its management maintenance, upkeep or repair.
- 9. DOCUMENTS. In connection with any sale or rental of the Premises, Owner consents to the use of the current AAR standard form of purchase or rental contract used by Broker and all other standard documents used by Broker and the escrow and title companies.
- 10. COOPERATION BY OWNER: Owner agrees to make available to Broker and Prospects all data, records and documents pertaining to the Premises. Owner authorized Broker, and any other broker authorized by Broker to preview and show the Premises at reasonable times and apon reasonable notice, to take and publish photographs of the Premises and to conduct virtual tours, and agrees to commit no act which might tend to obstruct Broker's performance hereunder. If the Premises are occupied by someone other than Owner, Owner will provide to Broker the occupant's written consent to cooperate in connection with the showing of the Premises. Owner shall not communicate directly with any Prospect or other broker during the term of this Listing and shall refer all Prospects and other brokers to Broker during the term hereof.
- 11. INSURANCE, Owner acknowledges that Owner's or occupant's property could be damaged or stolen or persons visiting the Premises could be mjured. Owner shall be responsible for obtaining appropriate insurance to cover such possible events.
- 12. SIGN. Broker is authorized to place Broker's appropriate signs on the Premises until the later of any close of escrow by a purchaser or occupancy by a tenant.

Owner Opts Out

- (3. OWNER'S OBLIGATION / WARRANTIES BY OWNER. Owner Agrees to and warrant:
  - A. CAPACITY, Owner has the legal capacity, full power and authority to enter into this Listing, deliver marketable title to the Premises and consummate the transactions contemplated hereby on Owner's own behalf or on hehalf of the party Owner represents, as appropriate.
  - 3. ADVERSE INFORMATION. Owner has disclosed to Broker all material latent defects and information concerning the Premises known to Owner, including all material information relating to: Connection to a public sewer system, septic tank or other sanitation system; the existence of any tax, judgment or other type of lien/past or present infestation by or treatment for wood-destroying pests or organisms; and past or present repair of the Premises for damage resulting from wood-destroying pests or organisms or has in the past ever or currently own's 5 or more lots in any one subdivision. During the term of this Listing, Owner agrees to continue disclosing to Broker all additional information of the type required by the preceding sentence promptly after Owner becomes aware of any such information.
  - C. CORRECT INFORMATION. All information concerning the Premises in this Listing, including the Data Entry Form relating to the Premises, or otherwise provided by Owner to Broker or to any Prospect is, or will be at the time provided, and shall be at close of escrow or occupancy by a tenant, true, correct and complete. Owner agrees to notify Broker promptly if there is any material change in such information until the latest to occur of the expiration of this Listing, any close of escrow or occupancy by a tenant.
  - D. To consult with the Broker prior to the execution of an acceptance of an "Offer".
  - F. To remove all but Broker's signs from the Property and assure the Broker that no other employment of Listing agreements are in effect.
  - F. In the event of a sale, exchange, or option to furnish a good and sufficient conveyance and marketable title insured for the gross sales price by a company licensed in Arizona to issue title insurance.
  - G. To immediately refer all inquiries received or known by the Owner during the term of this Listing to the Broker, and fully cooperate with Brokers in showing the Property.
  - H. Upon Listing Broker's request, Seller agrees to complete, sign and deliver to escrow company a certificate concerning whether Seller is a foreign person or nonresident alien pursuant to the Foreign Investment in Real Property Tax Act of 1980 (FIRPTA).
  - L. UTILITIES. During the term of this Listing, Owner shall maintain continuous service to the Premises of all utilities which are currently connected to the property

Owner's Initial's





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- 14. RELIEF OF LIABILITY. Broker is hereby relieved of any and all fiability and responsibility for everything in Paragraphs 11 and 13.
- 15. ATTORNEYS' FEES. In any action or proceeding to enforce any provision of this Listing, or for damages sustained by reason of its breach, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees, as set by the court or arbitrator and not by a jury, and all other related expenses, such as expert witness fees, fees paid to investigators and court costs. Additionally, if any Broker reasonably hires an attorney to enforce the collection of any commission without commencing any action or proceeding. Owner agrees to pay such Broker's attorney's fees and costs, and Owner also agrees to pay interest at the legal rate on all commission and other amounts owed or due to Broker from the time due until paid in full.
- 16. INDEMNIFICATION. The Owner agrees to indemnify and hold Broker, the appropriate Association of REALTORS®, WARDEX and all other Brokers harmless against any and all claims, liability, damage or toss arising from any misrepresentation, breach of warranty, breach of contract or breach of a promise by Owner, any incorrect information supplied by Owner, any facts concerning the Property not disclosed by Owner, including any facts known to Owner relating to adverse conditions or latent defects and any injury, loss, or damage to persons or Property in connection with the marketing or showing of the Property, including use of lockbox.
- 17. DEPOSITS. Owner authorized brokers to accept earnest deposits on behalf of Owner and to issue receipts for such earnest deposits.
- 18. RECOMMENDATIONS. If Broker recommends a builder, contractor, escrow company, title company, pest control service, appraiser, lender, home inspection company or home warranty company or any other person or entity to Owner for any purpose, such recommendation shall be independently investigated and evaluated by Owner, who hereby acknowledges that any decision to enter into any contractual arrangement with any such person or entity recommended by Broker will be based solely upon such independent investigation and evaluation. Owner understands that said contractual arrangement may result in a commission or fee to Broker.
- 19. SUBSEQUENT PURCHASE OFFERS. Broker acknowledges that Owner has the right to accept subsequent offers until the close of escrow in the case of a sale or until occupancy by a tenant in the case of a rental. Owner understands that any subsequent offers accepted by Owner must be backup offers, namely, contingent on the cancellation or other multilication of any contracts arising upon the acceptance of earlier offers. Within 72 hours (excluding weekends and postal bolidays) of the execution of a purchase contract by Owner, Broker shall change the status of the Listing from "active" to "sale pending" in the Multiple Listing Service computer system unless Owner instructs Broker in writing to continue to market the Premises, in which case, the Listing will be changed from "active" to "pending continue to show".
- 20. EQUAL HOUSING OPPORTUNITY. The Premises will be presented in compliance with federal, state and local fair housing laws and regulations
- 21. TIME OF ESSENCE. Time is of the essence in the performance of the obligations contained in this Listing.
- 22. COUNTERPARTS AND FACSIMILE. This listing may be executed in any number of counterparts by the parties hereto. All counterparts so executed shall constitute one Listing binding upon all parties hereto, notwithstanding that all parties do not sign the same counterpart. An electronic copy of the Listing which indicates that the Listing was fully executed shall be treated as an original Listing.
- 23. CONSTRUCTION OF LANGUAGE AND GOVERNING LAW. The language of this Listing shall be construed according to its thir meaning and not strictly for or against either party. Words used in the masculine, feminine or neuter shall apply to either gender or the neuter, as appropriate. All singular and plural words shall be interpreted to refer to the number consistent with circumstances and context. Whenever the words "include", "including" are used in this Listing, they shall be deemed to be followed by the words "without limitation". If this Listing is used for a rental, exchange, or option instead of a sale of the Premises, all language in this Listing relating to the sale of Premises shall be construed to apply as appropriate, to a rental, exchange, or option. For example, Owner shall be deemed to be Exchanger, Optionor, or Landlord respectively. This Listing shall be governed by the laws of the State of Arizona.

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Owner's Initial's



MLS

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25. ENTIRE AGREEMENT. This Listing including the Data Entry sheet, plus any attached exhibits and any addenda or supplements signed by Owner and Broker shall constitute the entire agreement between Owner and Broker and supersede any other written or oral agreements between Owner and Broker. It is the intention of the parties that this Listing shall be a legally binding contract once it has been signed by Owner and Broker even though none, or only some, of the pages have been initialed by Owner. This Listing can be modified only by a writing signed by Owner and Broker.

THE TERMS AND CONDITIONS IN THIS LISTING PLUS ALL INFORMATION ON THE DATA ENTRY FORM ARE INCORPORATED HEREIN BY REFERENCE. COMMISSIONS PAYABLE FOR THE SALE, RENTAL OR MANAGEMENT OF PROPERTY ARE NOT SET BY ANY BOARD OR ASSOCIATION OF REALTORS OR MULTIPLE LISTING SERVICE OR IN ANY MANNER OTHER THAN BY NEGOTIATION BETWEEN THE BROKER AND THE OWNER. BY SIGNING BELOW, OWNER ACKNOWLEDGES THAT HE HAS READ, UNDERSTANDS AND ACCEPTS ALL TERMS AND PROVISIONS CONTAINED HEREIN AND THAT HE HAS RECEIVED A COPY OF THIS LISTING.

Georg	ann Accomando		Mario Accomando			
Print Name of Owner			Print Name of Owner			
Street			City/Town	State Zip		
			annarose5853@cmail.com a	nnarose5853@gm.il.com		
Phone	Fax	_	Owner's e-mail address	Date		
Owner's Signature	-	Date	Owner's Signature	Date		
In consideration of Owner accordance with this Listin dissemination to the users of	ng and further agrees to pr	ses in this Listing povide this Listin	g, Broker agrees to endeavor to effect a sale, ag for publication by a local Board or Asso	rental, exchange, or option in iciation of REALTORS® and		
KG Reller Williams	_Arizona Livin Rea	alt <b>Kerr</b> i Firm e-m	PearceReal <u>tor@gmail.com</u>	928-718-6211 Office Phone		
By:			9:	28-718-6215		
	erri Pearce	Date	Agent's Fax	<u>-</u>		
Designaten Broker		,	Lisa Ellioti	Date		
File No.						





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Rev 7-1-13

## WALLEN LAMD/LOT SELLER ADVISORY

Document updated: October 2021

ARIZONA
PEALTORS

REAL





Arizona law <u>requires</u> the seller to disclose material (important) facts about the property, even if you are not asked by the buyer or a real estate agent. These disclosure obligations remain even if you and the buyer agree that no Seller's Property Disclosure Statement ("SPDS") will be provided.

The SPDS is designed to assist out the seller, in making these legally required disclosures and to avoid inadvertent nondisclosures of material facts. To satisfy your disclosure obligations and protect yourself against alleged nondisclosure, you should complete the SPDS by answering all questions as truthfully and as thoroughly as possible. Attach copies of any available invoices, warranties, inspection reports, and leases, to ensure that you are disclosing accurate information. Use the blank lines to explain your answers. If you do not have the personal knowledge to answer a question, it is important not to guess — use the blank lines to explain the situation.

If the buyer asks you about an aspect of the property, you have a duty to disclose the information, even if you do not consider the information material.\* You also have a legal duty to disclose facts when disclosure is necessary to prevent a previous statement from being misleading or misrepresented: for example, if something changes.

If you do not make the legally required disclosures you may be subject to civil liability. Under certain circumstances, nondisclosure of a fact is the same as saying that the fact does not exist. Therefore, nondisclosure may be given the same legal effect as fraud.

If you are using the Arizona Association of REALTORS® ("AAR") Vacant Land/Lot Purchase Contract, the seller is required to deliver "a completed AAR Vacant Land/Lot SPDS form to the Buyer within five (5) days after Contract acceptance." If the Seller does not provide the SPDS as the Contract requires, the Seller is potentially in breach of the Contract, thereby enabling the Buyer to cancel the transaction and receive the earnest money deposit.

\* By law, sellers are not obligated to disclose that the property is or has been: (1) a site of a natural death, suicide, homicide, or any other crime classified as a felony; (2) owned or occupied by a person exposed to HIV, or diagnosed as having AIDS or any other disease not known to be transmitted through common occupancy of real estate; or (3) located in the vicinity of a sex offender. However, the law does not protect a seller who makes an intentional misrepresentation. For example, if you are asked whether there has been a death on the property and you know that there was such a death, you should not answer "no" or "t don't know." Instead you should either answer truthfully or respond that you are not legally required to answer the question.

Vacant Land/Lot Seller Advisory \* October 2021 Copyright © 2021 Arizona Association of REALTORS\*. All rights reserved.

### VACANT LAND/LOT SELLER'S PROPERTY STATEMENT (SPDS) (To be completed by Seller)

Document undated: October 2021



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, adoquacy 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.





#### MESSAGE TO THE SELLER:

Seliers are obligated by law to disclose all known material (important) facts about the Property to the Buyer. The SPDS is designed to assist you in making these disclosures. If you know something important about the Property that is not addressed on the SPDS, add that information to the form. Prospective Buyers may rely on the information you provide.

INSTRUCTIONS: (1) Complete this form yourself. (2) Answer all questions truthfully and as fully as possible. (3) Attach all available supporting documentation. (4) Use explanation lines as necessary. (5) If you do not have the personal knowledge to answer a question, use the blank lines to explain. By signing below you acknowledge that the failure to disclose known material information about the Property may result in liability.

#### MESSAGE TO THE BUYER:

Although Sellers are obligated to disclose all known material (important) facts about the Property, there are likely facts about the Property that the Sellers do not know. Therefore, it is important that you take an active role in obtaining information about the Property.

INSTRUCTIONS: (1) Review this form and any attachments carefully. (2) Verify all important information. (3) Ask about any incomplete or inadequate responses. (4) Inquire about any concerns not addressed on the SPDS. (5) Review all other applicable documents, such as CC&R's, association bylaws, rules, and the title report or commitment. (6) Obtain professional inspections of the Property. (7) Investigate the surrounding area.

THE FOLLOWING ARE REPRESENTATIONS OF THE SELLER(S) AND ARE NOT VERIFIED BY THE BROKER(S) OR AGENT(S).

	PRO!	PERT	Y AND OWNERSHIP	
1	THIS	SCLO	SURE CONCERNS THE FOLLOWING REAL PROPERTY: 0000 Don Luis	
2.			Golden Valley AZ 86413	
3.	COUN	ĨΥ:	TAX PARCEL NUMBER:	_
4.	ZÖNIN	G:	DATE PURCHASED OR ACQUIRED:	
5.	How di	d you a	cquire the Property?	
			R OF PROPERTY:	
7.	Is the F	roperty	focated in an unincorporated area of the county?	
			e or fewer parcels of land other than subdivided land are being transferred, the Seller must furnish the Bu	iyer
			Affidavit of Disclosure in the form required by law.	
			edge, is the Property within a subdivision approved by the Arizona Department of Real Estate?   Yes   No	
			ner(s) of the Property a Foreign Person pursuant to the Foreign Investment in Real Property	
			TA)? Yes No if yes, consult a tax advisor; mandatory withholding may apply.	
			erty include any leased land? TYes No	
		kip to li		
			nd: State   Federal   Privately owned   Other:	
	-		es are leased?	
		_	e of current lease? (Attach a copy of the lease.)	
	-		currently leased to a tenant? 🗀 Yes 🔲 No	
			on date of current lease: (Attach a copy of the lease.)	
	-		ole deposits or prepaid rents are being held, by whom and how much? Explain:	
	YES	NO		
22.			Have you entered into any agreement to transfer your interest in the Property in any way, including lease renewals	3
23.			or options to purchase? Explain:	
24.		П	To your knowledge, is the Property subject to Covenants, Conditions and Restrictions or deed restrictions?	
25.			Explain:	
		<del></del>		>>
			Vacent Land/Lot Seller's Property Disclosure Statement (SPDS) • October 2021	
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### Vacant Land/Lot Seller's Property Disclosure Statement (SPDS) >>

YES	NO	
[.]		Are you aware of any association(s) governing this Property?
		If yes, membership in the association(s) is Mandatory
		Association Name: Contact Person: Phone #:
		Association Name: Contact Person: Phone #:
		If yes, are there any fees? How much? \$ How often?
		How much? \$ How often?
$\Box$		Are you aware of any assessments affecting this Property? (Check all that apply):
		☐ Association assessment ☐ Road maintenance [ ] Sewer ☐ Water ☐ Electric ☐ Other
		If yes, the approximate balance: \$
		Are you aware of any proposed assessment(s)?
		If yes, explain:
		Are you aware of any pending or anticipated disputes or litigation regarding the Property or the association(s)?
		Explain:
		Are you aware of any of the following recorded against the Property? (Check all that apply):
		☐Judgment liens ☐ Tax liens ☐ Other non-consensual liens
		Explain:
	ı	Are you aware of any title issues affecting this Property? (Check all that apply):
		☐ Recorded easements ☐ Use restrictions ☐ Lot line disputes ☐ Encroachments
		☐Unrecorded easements ☐Use permits ☐Conservation easement ☐Other
		Explain:
		Are you aware of any pending or anticipated eminent domain or condemnation proceedings regarding the Property
		Explain:
	П	Are you aware of any development, impact, or similar fees regarding the Property?
		Explain:
<u>[]</u>	Ei	Are you aware if the Property is located within the boundaries of a Community Facilities District (CFD)?
		If yes, provide the name of the CFD:
ACC		
There	□is í	☐ is notlegal access to the Property, as defined in A.R.S. §11-831 ☐ unknown
Explai	in!	. <u> </u>
	من ۲ ا	☐ is notphysical access to the Property ☐ unknown
		Eligibiliphysical access to the property Edulation
Explai	<b>i</b>  1,	
There	- □:a	is nota statement from a licensed surveyor or engineer available stating whether the Property has
		iss that is traversable by a two-wheel drive passenger motor vehicle
		d physical access to the Property □ is □ is notthe same □ unknown □ not applicable
	_	
Expla	ın: .	<del></del>
The	and/-1	is publicly maintained privately maintained not maintained not applicable. If applicable, there
		ota recorded road maintenance agreement.
_ 13	110	NUM INDIANA - ARE LIMITARIANA AREALINI
	o reade	are not publicly maintained, it is the responsibility of the Property owner(s) to maintain the roads and roads tha
. If the	e luano	roved to county standards and accepted for maintenance are not the county's responsibility.

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Initials> ,

>>

USE		<u> </u>
		rrent use of the Property?
What p	orior use	es of the Property are you aware of?
YES	NO	
		To your knowledge, does the current use conform with current zoning?
		If no, Explain:
		Are you aware of any improvements on the Property?
_		Explain:
	$\Box$	Are you aware of any crops being grown on the Property?
	_	If yes, are the crops ☐ Owner operated ☐ Tenant operated
		If yes, who has the right to harvest the crops and for what period of time? Explain:
ҵ		Are you aware of any livestock on the Property?
·	L-1	If yes, are the livestock  Owner operated  Tenant operated  Open range
		Tyes, are the livestock Howlin operation Highlands Hoperation
<u>utiri</u>		
ARE T	HE FOI	LLOWING SERVICES AVAILABLE TO THE PROPERTY? PROVIDER
: E-3		Electricity:
₫	7.1	Fuel: ☐Natural gas ☐ Propane ☐ Oil
<u> </u>	□	Cable:
L	1	Internet:
		Telephone:
		Garbage Collection:
ı i		Fire:
П		Irrigation:
C.!		Are there any alternate power systems serving the Property? (If no, skip to line 99)
		If yes, indicate type (Check all that apply)
		Solar Wind Generator Other
Ω		Are you aware of any past or present problems with the alternate power system(s)?
	_	Explain:
П		Are any power systems serving the Property leased?
	L	Explain:
		if yes, provide name and phone number of the leasing company (Attach copy of lease if available)
		a yes, provide manus and private national of the loading both party (
		NOTICE TO BUYER: If the Property is served by a solar system, Buyer is advised to read all pertinent
		documents and review the cost, insurability, operation, and value of the system, among other items.
WATE	: D	
YES	NO	
		Is there a domestic water source to the Property?
-	_	If yes, water source is: Li Public Private water company Li Private well Shared well Hauled water
		If water source is a private or shared well, or water can be used from springs, streams, lakes, ponds, reservoirs,
		canyons, or ravines, complete and attach the DOMESTIC WATER WELL/ WATER USE ADDENDUM.  If water source is public, a private water company, or hauled water, Provider is:
		11 Water course to provide a private water company) or mailed transfer to the contract of the
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Vacant Land/Lot Seller's Property Disclosure Statement (SPDS) >>

	YES	ИО	
104.		F.1	Are you aware of any past or present drinking water problems?
105.			Explain:
106.			
			To your knowledge, is the Property in one of the following districts or areas? (Check all that apply):
07.			Central Arizona Project (CAP) District
08.			
09.			Central Arizona Groundwater Replenishment District Other:
10.	Ľł	$\Box$	Are you aware of any grandfathered water rights associated with the Property?
11.			If yes, □ Type I I Type II □ Irrigation
12			Grandfathered Water Rights Certificate #
13.			What is the allotment? acro feet
14.			Number of irrigated acres
15.			To your knowledge, does the Property have surface water rights? If yes, Certificate #
[16. [17. [18.			NOTICE TO BUYER: If the Property is served by a well, private water company or a municipal water provider, the Arizona Department of Water Resources may not have made a water supply determination. For more Information about water supply, or any of the above services, contact the provider.
	eew:	50/W/	ASTEWATER TREATMENT
	YES	NO	
	163	NO	Type of sewer: Li Public Ti Private I Planned and approved sewer system, but not connected I None
19.			••
20.			Name of Provider:
21			Is the Property served by an On-Site Wastewater Treatment Facility? (If no, skip to line 143)
22.			If yes, the Facility is: Conventional septic system Alternative system; type:
23.			or;
24.			Other:
25. 126.			NOTICE TO BUYER: Contact the appropriate governmental or private provider regarding the availability and cost of sewer connection.
27.		O	If the Facility is an alternative system, is it currently being serviced under a maintenance contract?
28.	•		If yes, name of contractor:
			Approximate year Facility installed: (Attach copy of permit)
29. 20.	_	ı~.	Are you aware of any repairs or alterations made to this Facility since original installation?
30.		ű	
31.			Explain:
32.			
33.			Approximate date of last Facility inspection and/or pumping of septic tank:
34.			
35.	Œ.		Are you aware of any past or present problems with the Facility? Explain:
36.			Are you aware of any site/soil evaluation (percolation or other tests) having been performed on the Property?
37			If yes, when and by whom?
138. 139			NOTICE TO SELLER AND BUYER: The Arizona Department of Environmental Quality (ADEQ) requires a pre-transfer inspection of on-site wastewater treatment facilities on re-sale properties.

Page 4 of 7

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	YES N	)NME	ENTAL INFORMATION _
43. 44. 45. 46. 47.			
44. 45. 46. 47.	i i	10	
45. 46. 47.		Π	Are you aware of the presence of any of the following on the Property, past or present? (Check all that apply):
46. 47.			☐ Asbestos ☐ Radon gas ☐ Mining operations ☐ Pesticides
<b>1</b> 7.			Underground storage tanks   Tuel/oil/chemical disposal or storage
			Explain:
8.	ļ	[.]	Are you aware of the presence of any of the following in close proximity to Property, past or present? (Check all that apply):
			☐ Asbestos ☐ Radon gas ☐ Pesticides ☐ Underground storage tanks
19.			Fuel/oil/chemical disposal or storage Cther:
iO.			Explain:
it.		ET.	Are you aware if the Property is located within any of the following? (Check all that apply):
2.			☐ Superfund ☐ Water Quality Assurance Revolving Fund ("WQARF")
i3.			Comprehensive Environmental Response Compensation and Liability Act ("CERCLA")
4.		Ĺi	Are you aware of any environmental assessments or studies having been performed on the Property?
5.			If yes, was the study a (Check all that apply): □Phase I □Phase II □Phase III □Other
6.			(Attach copies of the environmental assessment or study.)
7.			Are you aware of any past or present issues or problems with any of the following on the Property? (Check all that apply):
6.			☐ Soil settlement/expansion ☐ Drainage/grade ☐ Erosion ☐ Fissures ☐ Other
9.			Explain:
31, 32.			of the public in printed or electronic format upon request and on its website at: www.azre.cov  Are you aware of any past or present issues or problems in close proximity to the Property related to any of
33.			
			the following? (Check all that apply):
4			
4. 5.			Soil settlement/expansion   Drainage/grade   Terosion   Fissures   Other
5.	Ħ	П	☐ Soil settlement/expansion ☐ Drainage/grade ☐ Erosion ☐ Fissures ☐ Other  Explain:
5. 6.			Soil settlement/expansion
5. 6. 7.			Soil settlement/expansion □ Drainage/grade □ Erosion □ Fissures □ Other  Explain: □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □
5. 6. 7.	ם		Soil settlement/expansion □ Drainage/grade □ Erosion □ Fissures □ Other  Explain: □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □
5. 6. 7. 8.			Soil settlement/expansion □ Drainage/grade □ Erosion □ Fissures □ Other  Explain:
5. 6. 7. 8. 9.		<b>a</b>	Soil settlement/expansion Drainage/grade Erosion Fissures Other  Explain:  Are you aware if the Property is subject to any present or proposed effects of any of the following? (Check all that apply):  Airport noise Traffic noise Rail line noise Neighborhood noise Toxic waste disposal  Odors Nuisances Sand/gravel operations Other  Explain:  Are you aware of any portion of the Property being situated on or in close proximity to a closed landfill?
5. 6. 7. 8. 9. 0.			Soil settlement/expansion □ Drainage/grade □ Erosion □ Fissures □ Other  Explain: □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □
5. 6. 7. 8. 9. 7.			Explain:  Are you aware if the Property is subject to any present or proposed effects of any of the following? (Check all that apply):  Airport noise Traffic noise Rail line noise Neighborhood noise Toxic waste disposal  Odors Nuisances Sand/gravel operations  Other  Explain:  Are you aware of any portion of the Property being situated on or in close proximity to a closed landfill?  Explain:  Are you aware of any conditions that make the Property subject to any of the following ordinances or regulations?
5. 6. 7. 8. 9. 70. 71.			Explain:  Are you aware if the Property is subject to any present or proposed effects of any of the following? (Check all that apply):  Airport noise Traffic noise Rail line noise Neighborhood noise Toxic waste disposal  Odors Nuisances Sand/gravel operations  Other  Explain:  Are you aware of any portion of the Property being situated on or in close proximity to a closed landfill?  Explain:  Are you aware of any conditions that make the Property subject to any of the following ordinances or regulations?  (Check all that apply):
5. 6. 7. 8. 9. 70. 71. 72.			Explain:  Are you aware if the Property is subject to any present or proposed effects of any of the following? (Check all that apply):  Airport noise ☐ Traffic noise ☐ Rail line noise ☐ Neighborhood noise ☐ Toxic waste disposal  ☐ Odors ☐ Nuisances ☐ Sand/gravel operations ☐ Other  Explain:  Are you aware of any portion of the Property being situated on or in close proximity to a closed landfill?  Explain:  Are you aware of any conditions that make the Property subject to any of the following ordinances or regulations?  (Check all that apply):  ☐ Hillside ☐ Erosion control ☐ Native plant/animal species preservation ☐ Natural area open space requirement
44. 45. 46. 47. 48. 49. 41. 42. 44. 45. 46.			Explain:  Are you aware if the Property is subject to any present or proposed effects of any of the following? (Check all that apply):  Airport noise Traffic noise Rail line noise Neighborhood noise Toxic waste disposal  Odors Nuisances Sand/gravel operations  Other  Explain:  Are you aware of any portion of the Property being situated on or in close proximity to a closed landfill?  Explain:  Are you aware of any conditions that make the Property subject to any of the following ordinances or regulations?

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	Vacan	t Land	//Lot Seller's Property Disclosure Statement (SPDS) >>
178. 179. 180. 181. 182.			NOTICE TO SELLER AND BUYER: Pursuant to Arizona Law a Seller shall provide a written disclosure to the Buyer if the Property is located in territory in the vicinity of a military airport or ancillary military facility as delineated on a map prepared by the State Land Department. The Department of Real Estate also is obligated to record a document at the County Recorder's Office disclosing if the property is under restricted air space and to maintain the State Land Department Military Airport Map on its website at: <a href="https://www.azre.gov">www.azre.gov</a> .
	YES	NO	
183.			Are you aware if any portion of the Property is in a flood way or flood plain?
184.			Explain:
185.		1.1	Are you aware of any portion of the Property ever having been flooded?
186.			Explain:
187. 188. 189. 190. 191. 192. 193. 194. 195. 196. 197. 198. 199. 200.	MISC	FILA	NOTICE TO BUYER: Your mortgage lender [may] [will] require you to purchase flood insurance in connection with your purchase of this property. The National Flood insurance Program provides for the availability of flood insurance and establishes flood insurance policy premiums based on the risk of flooding in the area where properties are located. Changes to federal law (The Biggert-Waters Flood Insurance Reform Act of 2012 and the Homeowner Flood Insurance Affordability Act of 2014, in particular) will result in changes to flood Insurance premiums that are likely to be higher, and in the future may be substantially higher, than premiums paid for flood insurance prior to or at the time of sale of the property. As a result, purchasers of property should not rely on the premiums paid for flood insurance on this property previously as an indication of the premiums that will apply after completion of the purchase. In considering purchase of this property you should consult with one or more carriers of flood insurance for a better understanding of flood insurance coverage, current and anticipated future flood Insurance premiums, whether the prior owner's policy may be assumed by a subsequent purchaser of the property, and other matters related to the purchase of flood insurance for the property. For more information about flood insurance as it relates to this property, you may also wish to contact the Federal Emergency Management Agency (FEMA) at: <a href="https://www.fema.gov/national-flood-insurance-program">https://www.fema.gov/national-flood-insurance-program</a> .
			<u>NEOUS </u>
g01	YES	<b>№</b>	Are you aware of any survey of the Property by a licensed surveyor having been performed? If yes, when and
201. 202.			by whom? (Attach surveyor's plat map)
203.			If yes, is the survey recorded?
204.		[J]	Are you aware of any archeological features or artifacts on the Property?
205.			Explain:
206.		[]	Are you aware of any archeological study having been performed on the Property?
207.			If yes, when and by whom?
208.			Are you aware of any endangered species on the Property? Explain:
209.			
210.			Are you aware of any endangered species studies having been performed on the Property? If yes, when and
211.			by whom?
212.	íĴ		Are you aware of any mineral rights that transfer with the title? If yes, explain:
213.			
214.	Гι		Are you aware of any open mine shafts/tunnels, abandoned wells, or other hazards on the Property?
215.			If yes, describe location:
216.			
217			(Illustrate location on plat map, if attached.)
			•
			<b>S</b>
_			
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TRANSACTIONS OF STREET

BUYER BUYER

	ADDF	TIONA	L EXPLA	NATION	S					_
	YES	NO			-			_		·
218.			Is there a	ny other in:	formation co	ncerning the Pro	perty that r	might affect the de	ecision of a buye	r to buy, or affect
219.				-		ct the Property's				
220.										
221.										
222.										
223.								_		
224.	•									
225.										
226.		_								
227.						_				
228.		_				-				
229.										
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234.	<del></del> -	<del>-</del>						•		
235.						<del></del> -				
239	A SELL	erssi gann	GNATURE Accoman	ndo		MO/UA/YR	^SELLET Mario	i's signaturë Accomando		<b>ΜΌ/Όλ7Υ</b> Ε
240.		•		Initials:	SELLER	/ SELL	ER	MO/DA/Y	γā˙	
					OLCLEN	o.e.	2			
241. 242. 243.	knowle	dge and	is not a wa	rranty of a	ny kind. Buy	er acknowledge	s Buyer's ot	contained herein bligation to invest y professional ind	igate any materia	the Seller's actual al (important) facts Ir arties.
244. 245. 246. 247	been: (	1) the si d to HIV	te of a natu /, diagnose	ral death, s d as havin	suicide, ham	icide, or any oth ny other disease	er crime cla	not obligated to dissified as a feloning to be transmitted	y; (2) owned or c	Property is or has occupied by a persor on occupancy of rea
24 <b>8.</b> 249.	By sign	ning bel eliver to	ow, Buyer : Seller writ	acknowled ten notice	ges receipt of the Items	only of this SPE disapproved as	S. If Buyer provided in	disapproves of a n the Contract.	ıny items provid	ed herein, Buyer
250.	⊼ <b>BÜY</b> I	<u> </u>	INÄTURE	<del>_</del>		<sup></sup> молда/үн	'ABUYER'	'S SIGNATURE		~- МО/Б⊼/ҮЯ

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Initials>

BUYER BUYER

## Kingman Golden Valley Association of Realtors EXCLUSIVE EMPLOYMENT AGREEMENT Exclusive Right to Scil

THIS DOCUMENT IS INTENDED TO BE A LEGALLY BINDING CONTRACT, NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OR THE TAX CONSEQUECES THEREOF, IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT YOUR ATTORNEY OR TAX ADVISOR.

this Listing Contract ("Listing"	n consideration of the acceptance ) and Broker's promise to endeaven and grant Broker the excit  1/31/2023	vor to sell, rent, exchange, or op	ption the Property des mencing on	cribed below ("Property"), I o 6/15/2022and
2. PROPERTY DESCRIPT 0000 San Pedro Ro	YON: The Property which Owner	r is listing is described as follow  Golden V  City/Town		Commercial <b>X</b> Vacent Land <b>Mohave</b> County
	CRES TR 1027 THE SOUTH 1/2 OF	-	ID6-24-070 (306-24	306-24-070A
3. LISTING PRICE: The lis	sting price shall be	Nine Hundred	<sub>(\$</sub>	34_900.00 ).
Premises by Broker or any oth Owner acknowledges that neith any broker, is insuring Owner of as may be necessary to secure a second of the sec	DX. Owner acknowledges that a if or broker, with or without potenter the Western Arizona Realtor I or occupant against theft, loss or yeard protect the Premises during an HIPS. Owner understands that Brd by Broker in councetion with the prospect. Since Owner does not wenflicts that may arise. Owner initial	ntial purchasers or tenants ("Pro Data Exchange ("WARDEX"), and alism resulting from any sur- ry time that a lockbox is being useroker is Owner's agent with response purchase or rental of the Pro- rish to limit the range of Prospec-	spects"), even when to nor any Board or Ass oh access. Owner is re- sed and obtaining appli- tect to this listing. Ow- emises. In the event, I lets at this time, Owner	Owner or occupant are absent acciation of REALTORSS, not espensible for taking such steps copriate insurance.  Owner Opts Out ner understands that a Prospec Broker would be serving as the ragrees to work with Broker to
A. RETAINER. Broker consultation, research B. COMMISSIONS. if option or exchange of	BROKER. Owner agrees to comp acknowledges receipt of a non-r and other services. Broker produces a ready, willing the Premises is made by Own mer agrees to pay Broker a comm	efundable retainer fee of or and able purchaser or tenant ter or through any other broken	r, or otherwise, durin	payable to Broker for the his Listing, or if a sale, rental g the term of this Listing, for hing or selling price or other
<ul> <li>D. PAYMENTS FROM as a condition to closing behalf of Owner.</li> <li>E. PURCHASE BY TE days after its terminat in Paragraph 6(b) shalf.</li> <li>F. AFTER EXPIRATE exchange, or option in negotiated concerning Premises had been list</li> </ul>	Owner authorizes Broker to divide the SCROW OR RENT. Owner ing or upon cancellation of the exor cancellation of escrow. Broke NANT, If during the terms of any ion, any tenant, or his heirs, care in he deemed earned by and payab ON. After the expiration of this made by Owner to any person, the Premises during the term of the Premises during the term of sted on an exclusive basis with a relating to the Premises that was	instructs the escrow company, it serow, and irrevocably assigns the ris authorized to deduct compay rental of the Premises, including the solutions, or assigns shall buy the Pole to Broker.  Listing, the same commission to whom the Premises has been fithis Listing, (1) within60 another broker, or (2) during the	fany, to pay all such to Broker, to the exter- censation from any rea- ing any renewals or hot Premises from Owner, is, as appropriate, sha- een shown or with will days after the ex- ine pendency, including	compensation to Broker in easing necessary, money payable to me or other monies received or ideovers, or within — the sale commission described all be payable if a sale, rental from Owner or any broker has epiration of this Listing, unless g the closing, of any purchase
^				Owner's Initial's
Page 1 of 4				Rev 7-1-13

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- G. FAILURE TO COMPLETE. It completion of a sale or rental is prevented by default of Owner, or with the consent of Owner, the entire sale or rental commission, as appropriate, shall be paid to Broker by Owner. If any earnest deposit is forfeited for any other reason, Owner shall pay a brokerage fee equal to the lesser of one-half of the earnest deposit or the full amount of the commission.
- H. NO LIMITATION. Nothing in this Listing shall be construed as limiting applicable provisions of law relating to when commissions are earned or payable.
- 7. USE OF INFORMATION. The information on the Data Entry Form and any photographs of the Premises will be provided to WARDEX to be published and disseminated, in whole or in part, in printed or electronic form, including via the Internet, to WARDEX participants and the general public, even after the cancellation or expiration of the Listing. Broker is authorized to report the sale, exchange, option or rental of the Premises, and its price, terms and financing, for dissemination through WARDEX or otherwise to authorized WARDEX participants and to the public and for use by companies engaged in selling information for various purposes, including but not limited to, appraisals or evaluations of tax assessments.
- 8. ROLE OF BROKER: Owner acknowledges that Broker is not responsible for the custody or condition of the Premises or for its management, maintenance, upkeep or repair.
- 9. DOCUMENTS. In connection with any sale or rental of the Premises, Owner consents to the use of the current AAR standard form of purchase or cental contract used by Broker and all other standard documents used by Broker and the escrow and title companies.
- 10. COOPERATION BY OWNER: Owner agrees to make available to Broker and Prospects all data, records and documents pertaining to the Premises. Owner authorized Broker, and any other broker authorized by Broker to preview and show the Premises at reasonable times and upon reasonable notice, to take and publish photographs of the Premises and to conduct virtual tours, and agrees to commit no act which might tend to obstruct Broker's performance hereunder. If the Premises are occupied by someone other than Owner, Owner will provide to Broker the occupant's written consent to cooperate in connection with the showing of the Premises. Owner shall not communicate directly with any Prospect or other broker during the term of this Listing and shall refer all Prospects and other brokers to Broker during the term hereof.
- 11. INSURANCE, Owner acknowledges that Owner's or occupant's property could be damaged or stolen or persons visiting the Premises could be injured. Owner shall be responsible for obtaining appropriate insurance to cover such possible events.
- 12. SIGN, Broker is authorized to place Broker's appropriate signs on the Premises until the later of any close of escrow by a purchaser or occupancy by a tenant.

Owner Opts Out

- 13. OWNER'S OBLIGATION / WARRANTIES BY OWNER. Owner Agrees to and warrant:
  - A. CAPACITY, Owner has the legal capacity, full power and authority to enter into this Listing, deliver marketable title to the Premises and consummate the transactions contemplated hereby on Owner's own behalf or on behalf of the party Owner represents, as appropriate.
  - B. ADVERSE INFORMATION. Owner has disclosed to Broker all material latent defects and information concerning the Premises known to Owner, including all material information relating to: Connection to a public sewer system, septic tank or other sanitation system; the existence of any tax, judgment or other type of licropast or present infestation by or treatment for wood-destroying pests or organisms; and past or present repair of the Premises for damage resulting from wood-destroying pests or organisms or has in the past ever or currently own's 5 or more lots in any one subdivision. During the term of this Listing, Owner agrees to continue disclosing to Broker all additional information of the type required by the preceding sentence promptly after Owner becomes aware of any such information.
  - C. CORRECT INFORMATION. All information concerning the Premises in this Listing, including the Data Entry Form relating to the Premises or otherwise provided by Owner to Broker or to any Prospect is, or will be at the time provided, and shall be at close of escrow or occupancy by a tenant, true, correct and complete. Owner agrees to notify Broker promptly if there is any material change in such information until the latest to occur of the expiration of this Listing, any close of escrow or occupancy by a tenant.
  - D. To consult with the Broker prior to the execution of an acceptance of an "Offer".
  - E. To remove all but Broker's signs from the Property and assure the Broker that no other employment of Listing agreements are in effect.
  - F. In the event of a sale, exchange or option to furnish a good and sufficient conveyance and marketable title insured for the gross sales price by a company licensed in Arizona to issue title insurance.
  - G. To immediately refer all inquiries received or known by the Owner during the term of this Listing to the Broker, and fully cooperate with Brokers in showing the Property.
  - H. Upon Listing Broker's request, Seller agrees to complete, sign and deliver to escrow company a certificate concerning whether Seller is a foreign person or nonresident alien pursuant to the Foreign Investment in Real Property Tax Act of 1980 (FIRPTA).
  - ETILITIES, During the term of this Listing, Owner shall maintain continuous service to the Premises of all utilities which are currently
    connected to the property.

Owner's Initial's





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- 14. RELIEF OF LIABILITY. Broker is hereby relieved of any and all liability and responsibility for everything in Paragraphs 11 and 13.
- 15. ATTORNEYS' FEES. In any action or proceeding to enforce any provision of this Listing, or for damages sustained by reason of its breach, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees, as set by the court or arbitrator and not by a jury, and all other related expenses, such as expert witness fees, fees paid to investigators and court costs. Additionally, if any Broker reasonably hires an attorney to enforce the collection of any commission without commencing any action or proceeding. Owner agrees to pay such Broker's attorney's fees and costs, and Owner also agrees to pay interest at the legal rate on all commission and other amounts owed or due to Broker from the time due until paid in full.
- 16. INDEMNIFICATION. The Owner agrees to indemnify and hold Broker, the appropriate Association of REALTORS®, WARDEX and all other Brokers harmless against any and all claims, liability, damage or loss arising from any misrepresentation, breach of warranty, breach of contract or breach of a promise by Owner, any incorrect information supplied by Owner, any facts concerning the Property not disclosed by Owner, including any facts known to Owner relating to adverse conditions or latent defects and any injury, loss, or damage to persons or Property in connection with the marketing or showing of the Property, including use of lockbox:
- 17. DEPOSITS. Owner authorized brokers to accept earnest deposits on behalf of Owner and to issue receipts for such earnest deposits.
- 18. RECOMMENDATIONS. If Broker recommends a builder, contractor, escrow company, title company, pest control service, appraiser, lender, home inspection company or home warranty company or any other person or entity to Owner for any purpose, such recommendation shall be independently investigated and evaluated by Owner, who hereby acknowledges that any decision to enter into any contractual arrangement with any such person or entity recommended by Broker will be based solely upon such independent investigation and evaluation. Owner understands that said contractual arrangement may result in a commission or fee to Broker.
- 19. SUBSEQUENT PURCHASE OFFERS. Broker acknowledges that Owner has the right to accept subsequent offers until the close of escrow in the case of a sale or until occupancy by a tenant in the case of a rental. Owner understands that any subsequent offers accepted by Owner must be backup offers, namely, contingent on the cancellation or other nullification of any contracts arising upon the acceptance of earlier offers. Within 72 hours (excluding weekends and postal holidays) of the execution of a purchase contract by Owner. Broker shall change the status of the Listing from "active" to "sale pending" in the Multiple Listing Service computer system unless Owner instructs Broker in writing to continue to market the Premises, in which case, the Listing will be changed from "active" to "pending continue to show".
- 20. EQUAL HOUSING OPPORTUNITY. The Premises will be presented in compliance with federal, state and local fair housing laws and regulations.
- 21. TIME OF ESSENCE. Time is of the essence in the performance of the obligations contained in this Listing.
- 22. COUNTERPARTS AND FACSIMILE. This listing may be executed in any number of counterparts by the parties hereto. All counterparts so executed shall constitute one Listing binding upon all parties hereto, notwithstanding that all parties do not sign the same counterpart. An electronic copy of the Listing which indicates that the Listing was fully executed shall be treated as an original Listing.
- 23. CONSTRUCTION OF LANGUAGE AND GOVERNING LAW. The language of this Listing shall be construed according to its fair meaning and not strictly for or against either party. Words used in the masculine, feminine or neuter shall apply to either gender or the neuter, as appropriate. All singular and plural words shall be interpreted to refer to the number consistent with circumstances and context. Whenever the words "include", "including" are used in this Listing, they shall be deemed to be followed by the words "without limitation". If this Listing is used for a rental, exchange, or option instead of a sale of the Premises, all language in this Listing relating to the sale of Premises shall be construed to apply as appropriate, to a rental, exchange, or option. For example, Owner shall be deemed to be Exchanger, Optionor, or Landlord respectively. This Listing shall be governed by the laws of the State of Arizona.

24.	ADDITIONAL TERMS.			
		<del></del>		
	<b>-</b>	•	·=	_
	<u> </u>		<del></del> -	<del></del>

Owner's Initial's



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25. ENTIRE AGREEMENT. This Listing including the Data Entry sheet, plus any attached exhibits and any addenda or supplements signed by Owner and Broker shall constitute the entire agreement between Owner and Broker and supersede any other written or oral agreements between Owner and Broker. It is the intention of the parties that this Listing shall be a legally binding contract once it has been signed by Owner and Broker even though none, or only some, of the pages have been initialed by Owner. This Listing can be modified only by a writing signed by Owner and Broker.

THE TERMS AND CONDITIONS IN THIS LISTING PLUS ALL INFORMATION ON THE DATA ENTRY FORM ARE INCORPORATED HEREIN BY REFERENCE. COMMISSIONS PAYABLE FOR THE SALE, RENTAL OR MANAGEMENT OF PROPERTY ARE NOT SET BY ANY BOARD OR ASSOCIATION OF REALTORS OR MULTIPLE LISTING SERVICE OR IN ANY MANNER OTHER THAN BY NEGOTIATION BETWEEN THE BROKER AND THE OWNER. BY SIGNING BELOW. OWNER ACKNOWLEDGES THAT HE HAS READ, UNDERSTANDS AND ACCEPTS ALL TERMS AND PROVISIONS CONTAINED HEREIN AND THAT HE HAS RECEIVED A COPY OF THIS LISTING.

Georgani	Mario Accomando					
Print Name of Owner	Print Name of Owner					
Sirect		-	City/Town		State	Zıp
			annarose5853	mail.com	annarose58	530 ഇപ്പൂ 11 . com
Phone	Fax		Owner's e-mail address	_		Date
Owner's Signature		Date	Owner's Signature			Date
In consideration of Owner's rep accordance with this flisting an dissemination to the users of WA	nd further agrees to p	ises in this Listi provide this List	ng, Broker agrees to ending for publication by a	leavor to effect a sa a local Board or As	le, rental, excha ssociation of R	ange, or option in EALTORS® and
Keller Williams Ariz	ona Living Rea	alty Kerr	iPearceReatlo	r@gmail.com		_
Firm Name (Broker)		Firm e-	mail		Office Phone	
By:					<u>9</u> 28-718-6	5215
, <del></del>	ri Pearce	Date		Agent's Fax		
Designated Broker				Lisa Ellio	<u>t</u> t	Date
File No.						





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## D/LOT SELLER AU

Document updated: October 2021





ARIZONA

Arizona law re-uires the seller to disclose material (important) facts about the property, even if you are not asked by the buyer or a real estate agent. These disclosure obligations remain even if you and the buyer agree that no Seller's Property Disclosure Statement ("SPDS") will be provided.

The SPDS is designed to assist rou, the seller, in making these legally required disclosures and to avoid inadvertent nondisclosures of material facts. To satisfy your disclosure obligations and protect yourself against alleged nondisclosure, you should complete the SPDS by answering all questions as truthfully and as thoroughly as possible. Attach copies of any available invoices, warranties, inspection reports, and leases, to ensure that you are disclosing accurate information. Use the blank lines to explain your answers. If you do not have the personal knowledge to answer a question, it is important not to guess - use the blank lines to explain the situation.

If the buyer asks you about an aspect of the property, you have a duty to disclose the information, even if you do not consider the information material.\* You also have a legal duty to disclose facts when disclosure is necessary to prevent a previous statement from being misleading or misrepresented: for example, if something changes.

If you do not make the legally required disclosures you may be subject to civil liabilit. Under certain circumstances, nondisclosure of a fact is the same as saying that the fact does not exist. Therefore, nondisclosure may be given the same legal effect as fraud.

If you are using the Arizona Association of REALTORS\* ("AAR") Vacant Land/Lot Purchase Contract, the seller is required to deliver "a completed AAR Vacant Land/Lot SPDS form to the Buyer within five (5) days after Contract acceptance." If the Seller does not provide the SPDS as the Contract requires, the Seller is potentially in breach of the Contract, thereby enabling the Buyer to cancel the transaction and receive the earnest money deposit.

\* By law, sellers are not obligated to disclose that the property is or has been: (1) a site of a natural death, suicide, homicide, or any other crime classified as a felony; (2) owned or occupied by a person exposed to HIV, or diagnosed as having AIDS or any other disease not known to be transmitted through common occupancy of real estate; or (3) located in the vicinity of a sex offender. However, the law does not protect a seller who makes an intentional misrepresentation. For example, if you are asked whether there has been a death on the property and you know that there was such a death, you should not answer "no" or "i don't know." Instead you should either answer truthfully or respond that you are not legally required to answer the question.

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## VACANT LAND/LOT SELLER'S PROPERTY JISCLOSUR STATEMENT (SPDS) (To be completed by Seller)

Document undated: October 2021

ARIZONA REALTORS' MEAL SOLUTIONS SEASTORY BUGGERS.

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 tex consequences thereof. If you desire legal, tax or other professional advice, please consult your attorney, tax advisor or professional consultant.





#### MESSAGE TO THE SELLER:

Sellers are obligated by law to disclose all known material (important) facts about the Property to the Buyer. The SPDS is designed to assist you in making these disclosures. If you know something important about the Property that is not addressed on the SPDS, add that information to the form. Prospective Buvers may rely on the information you provide.

INSTRUCTIONS: (1) Complete this form yourself. (2) Answer all questions truthfully and as fully as possible. (3) Attach all available supporting documentation. (4) Use explanation lines as necessary. (5) if you do not have the personal knowledge to answer a question, use the blank lines to explain. By signing below you acknowledge that the failure to disclose known material information about the Property may result in liability.

#### **MESSAGE TO THE BUYER:**

Although Seliers are obligated to disclose all known material (important) facts about the Property, there are likely facts about the Property that the Sellers do not know. Therefore, it is important that you take an active role in obtaining information about the Property.

INSTRUCTIONS: (1) Review this form and any attachments carefully. (2) Verify all important information. (3) Ask about any incomplete or inadequate responses. (4) Inquire about any concerns not addressed on the SPDS. (5) Review all other applicable documents, such as CC&R's, association bylaws, rules, and the title report or commitment. (6) Obtain professional inspections of the Property. (7) Investigate the surrounding area.

<u> </u>	י דורטי ט	Y AND OWNERSHIP SURE CONCERNS THE FOLLOWING REAL PROPERTY: 0000 San Pedro Rd
1. IMI: 2	5 DISCLO	Golden Valley AZ 86413
a. COU	JNTY:	TAX FARCEL NUMBER:
		DATE PURCHASED OR ACQUIRED:
5. How	did you a	equire the Property? [ Purchase [ Inheritance [ Foredosure ] Gift [ Other:
		R OF PROPERTY:
		located in an unincorporated area of the county?
8. If ve	s, and fiv	e or fewer parcels of land other than subdivided land are being transferred, the Seller must furnish the Buyer
		Affidavit of Disclosure in the form required by law.
		edge, is the Property within a subdivision approved by the Arizona Department of Real Estate? 🖽 Yes 🗀 No
1. Is in	e legal ow	ner(s) of the Property a Foreign Person pursuant to the Foreign Investment in Real Property
		(FA)? ☐ Yes ☐ No If yes, consult a tax advisor; mandatory withholding may apply
		erty include any leased land? Tyes TNo
	o, skip to li	
5. If ye	s, is the la	nd: □State □ Federal □ Privately owned □ Other:
_		es are leased?
7. Exp	iration date	of current lease? (Attach a copy of the lease.)
8. Isth	e Property	currently leased to a tenant? TYes LiNo
		n date of current lease: (Attach a copy of the lease.)
		ole deposits or prepaid rents are being held, by whom and how much? Explain:
1		
YES		the transfer years interest in the Droparty in any way including lease renewals
2. 🗆	E1	Have you entered into any agreement to transfer your interest in the Property in any way, including lease renewals
3.	_	or options to purchase? Explain:
4. [] -		To your knowledge, is the Property subject to Covenants, Conditions and Restrictions or deed restrictions?
5.		Explain:

Page 1 of 7

Arizona Living Realty and their phone number 928-718-

TRANSACTIONS

This contract is for use by Kerri Pearce of KG Kelier Williams

## Vacant Land/Lot Seller's Property Disclosure Statement (SPDS) >>

YES	NO					
		Are you aware of any as	ssociation(s) govern	ing this Property?		
		If yes, membership in th	e association(s) is l	□Mandatory □Volunta	ıry	
		Association Name:		Contact Person:		Phone #:
		Association Name:		Contact Person: _		Phone #
		If yes, are there any fee	s? How much? \$		How often?	
		7 - 1	How much? \$		How often?	
<b>C</b> 1		Are sou aware of a list		githis Pilopeny? (Clienkia)	itharep.	
L.1			,		e Elficado	
		· 43:	galanca. S			
		Are you aware of any pr	· ·	t(s)?		
		If yes, explain:	·	··		
$\Box$				d disputes or litigation rega	arding the Property	or the association(s)?
الما		Explain:	Many or armapace	o o operas or migane in a gr		,
_	-			ded against the Property?	 <i>IC</i> heck all that an	alv):
		□ Judgment liens □ T			(Orlean all that ap)	··· <i>y</i> ) ·
		-	ax liens — Other II	OFF COMBERGER HOME		
_		Explain:	In Januar officialism th	nio Proportu? (Check all th	est apply):	
<u>_</u> :				nts Property? (Check all these Lot line disputes		
				Conservation easeme		
			is filose bennits	☐ Courses valion easeme		
		Explain:		aminant damain ar asados	enction proposition	e considing the Property?
	$\Box$		nding or anticipated	eminent domain or conden	ilitation proceeding	s regarding the riloperty:
_		Explain:	4 *	and the standard of the standard in the standa	- Dropodu?	
			velopment. Impact, c	or similar fees regarding the	e Property?	
		Explain:				
10				n the boundaries of a Com	munity racilities Dis	SHICE (OFD)?
		If yes, provide the mame	of the CFD:			
ACC	ECC					
		is notlegal access to the	-		own	
			1100000	<b>.</b>		
E. ASJIO		<del>_</del>		<del>~</del>	<del></del>	
— Thora	آ منات د	 _lis notphysical access t	o the Property	ınknown		_
			Strict reports ===			
шхрка					•	
Thora		 ] is nota statement .rom	na licensed surveyor	or engineer available stati	na whether the Pro	perty has
		s that is traversable by a tw				F · 7 ·
		physical access to the Pro			vn ⊟not applical	ble
Expla	ип				<del></del>	<del></del>
Th = #		 is publicly maintained	iii orivately maintai	hed. Doot maintained	□ not applicable	. If applicable, there
				rigg I mot manitamed		The application in the control of
LIIS	L[18 NO	a recorded road mainter	ance agreement.			
If th	o roade :	 are not publicly maintaine	d it is the responsi	bility of the Property own	ter(s) to maintain 1	the roads and roads that
are	not impr	oved to county standards	and accepted for n	naintenance are not the c	ounty's responsit	nility.
,			<del></del> -			<del></del>
					_	<del>.</del>
		Vacant Land/I	or Seller's Property Disclo	osure Statement (SPDS) • Octobe	er 2021	
		Capyright ©	ZUZ I AFIZOTE ASSOCIATIO	л of REALTORS <sup>a</sup> . Al. rights reser - — —	Initials>	
		— <del></del>				BUYER BUYER

	Vacar	t Land	/Lot Seller's Property Disclosure Statement (SPDS) >>
	USE		
<b>7</b> .	What i	s the cu	rrent use of the Property?
8.	What p	oriar use	es of the Property are you aware of?
	YES	NO	
59.	13	$\Gamma$	To your knowledge, does the current use conform with current zoning?
70.		_	If no, Explain:
71. 72.	[]		Are you aware of any improvements on the Property?  Explain:
73.			Are you aware of an / crops being grown on the Property?
74.			If yes, are the crops Owner operated Tenant operated
75.			if yes, who has the right to harvest the crops and for what period of time? Explain:
76.			
	Ц		Are you aware of any livestock on the Property?
77. 78.	Ц	L	If yes, are the livestock Owner operated Tenant operated Open range
	UTILI	TIES	
79.	ARE T	HE FO	LLOWING SERVICES AVAILABLE TO THE PROPERTY? PROVIDER
	YES	NO	Electricity:
BO.	[]		Fuel: Natural gas Propane Coil
31.			Cable:
32.			Internet:
33.	Ω		Telephone:
34.			Garbage Collection:
35. 3 <b>6</b>	.i		Fire:
87.			Irrigation:
88.			Are there any alternate power systems serving the Property? (If no, skip to line 99)
89			If yes, indicate type (Check all that apply)
			☐Solar ☐ Wind ☐ Generator ☐ Other
90. 04			Are you aware of any past or present problems with the alternate power system(s)?
91.	LJ	1	Explain:
92.		_	Are any power systems serving the Property leased?
93.	E1		
94.			Explain:
95.			If yes, provide name and phone number of the leasing company (Attach copy of lease in attached)
96.			
97. 98.			NOTICE TO BUYER: If the Property is served by a solar system, Buyer is advised to read all pertinent documents and review the cost, insurability, operation, and value of the system, among other items.
	WATI		<del>-</del>
05	YE\$	NO	Is there a domestic water source to the Property?
99.	Πi		If yes, water source is: Public Private water company Private well Shared well Hauled water
00. 01.			if water source is a private or shared well, or water can be used from springs, streams, lakes, ponds, reservoirs,
02. 03.			canyons, or ravines, complete and attach the DOMESTIC WATER WELL/ WATER USE ADDENDUM.  If water source is public, a private water company, or hauled water, Provider is:
vo.			> water source is public, a private rater obrigary, or readed water,
			Vacant Lang/Lot Seller's Property Disclosure Statement (SPDS) • October 2021
			Copyright © 2021 Arizona Association of REALTORS*. All rights reserved. Initials>
	This co	ntract i	Page 3 of 7  a for use by Kerri Pearco of KG Keller Williams Brizona Living Realty and their phone number 928-712-  TRANSA
	6211		DITESCHOTOOTE

)4.	/ES	NÓ	
E		Ü	Are you aware of any past or present drinking water problems?
5. c			Explain:
ŝ. 7.			To your knowledge, is the Property in one of the following districts or areas? (Check all that apply):
3.	L.1	ш	☐ Central Arizona Project (CAP) District ☐ Irrigation Non-Expansion Area ☐ Active Management Area
			☐ Central Arizona Groundwater ReplenIshment District ☐ Other:
<del>)</del> . ).			Are you aware of any grandfathered water rights associated with the Property?
	L.I	<u> </u>	If yes, Type I Type II Trigation
). }.			Grandfathered Water Rights Certificate #
			What is the aliotment? acre feet
3. •			Number of irrigated acres
\$. 5.			To your knowledge, does the Property have surface water rights? If yes, Certificate #
6. 7. 3.			NOTICE TO BUYER: If the Property is served by a well, private water company or a municipal water provide the Arizona Department of Water Resources may not have made a water supply determination. For more information about water supply, or any of the above services, contact the provider.
_			STEWATER TREATMENT
	YES	NO	Type of sewer: ☐ Fublic ☐ Private ☐ Planned and approved sewer system, but not connected ☐ None
3.			Name of Provider:
).	m		Is the Property served by an On-Site Wastewater Treatment Facility? (If no, skip to line 143)
l.			If yes, the Facility is: Conventional septic system: Alternative system; type:
			E yes, the tracing is 12 doing thornal septic system.
∄. 4			Other:
4.			
5. 6.			NOTICE TO BUYER: Contact the appropriate governmental or private provider regarding the availability and cost of sewer connection.
-	671		If the Facility is an alternative system, is it currently being serviced under a maintenance contract?
7.	ĽΊ	!]	<b>5</b> 1
8. ^			If yes, name of contractor: _ Phone #:  Approximate year Facility installed: _ (Attach copy of permit)
<del>)</del> .	rio.	.¬	Are you aware of any repairs or atterations made to this Facility since original installation?
). •		G	Explain: =
t. -			EASTIGNET.
2. 3 <b>.</b>			Approximate date or :ast Facility inspection and/or pumping of septic tank:
٠.			Approximate date of last's delity inspection allow pumping at day to the second
1			Are you aware of any past or present problems with the Facility? Explain:
			Are you aware of any site/soil evaluation (percolation or other tests) having been performed on the Property?
5.	_		•
4, 5. 6. 7.	Π		If yes, when and by whom?

PLTFSCMOT0077

Vacant Land/Lot Seller's	Property Disclosure	Statement (SPDS)	>>
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to record a document at the County Recorder's Office disclosing if the property is under restricted air space and to maintain the State Land Department Military Airport Map on its website at: www.azra.gov.  YES NO  183.	178. 179.			NOTICE TO SELLER AND BUYER: Pursuant to Arizona Law a Seller shall provide a written disclosure to the Buyer if the Property is located in territory in the vicinity of a military airport or ancillary military facility as
Are you aware if any portion of the Property sever having been flooded?   Explain:				and to maintain the State Land Department Military Airport Map on its website at: www.azre.gov.
Explain:		YES	NO	
Explain:	183.			Are you aware if any portion of the Property is in a flood way or flood plain?
NOTICE TO BUYEH: Your mortgage lender [mary] [will] require you to purchase flood Insurance in connection with your purchase of this property. The National Rood insurance Program provides for the availability of flood insurance and establishes flood insurance policy premiums based on the risk of looding in the area where properties are located. Changes to federal law (the Biggert-Winters Product Insurance Reform Act of 2012 and the Homeowner Flood insurance Afformatility Act of 2014, in particularly will result in changes to flood insurance promiums that are riskley to be higher, and in the tuture may be substantially higher, than premiums paid for flood insurance on this property. As a result, purchaser of property should not rely on the premiums paid for flood insurance on this property previously as an indication of the purchaser. In condicting purchased this property previously as an indication of the promiums, what the condition purchaser of the flood insurance for a better understanding of flood insurance on the property. The most of the property, and other matters related to the purchase of flood insurance to the property. For more different about flood insurance for a better understanding of flood insurance to the property. Province and about flood insurance as it relates to this property, you may also what to contact the Federal Emergency Management Agency (FEMA) at: https://www.forma.gov/national-flood-insurance-program.  MISCELLANEOUS  VES NO  201.				
NOTICE TO BUYEH: Your mortgage lender [mary] [will] require you to purchase flood Insurance in connection with your purchase of this property. The National Rood insurance Program provides for the availability of flood insurance and establishes flood insurance policy premiums based on the risk of looding in the area where properties are located. Changes to federal law (the Biggert-Winters Product Insurance Reform Act of 2012 and the Homeowner Flood insurance Afformatility Act of 2014, in particularly will result in changes to flood insurance promiums that are riskley to be higher, and in the tuture may be substantially higher, than premiums paid for flood insurance on this property. As a result, purchaser of property should not rely on the premiums paid for flood insurance on this property previously as an indication of the purchaser. In condicting purchased this property previously as an indication of the promiums, what the condition purchaser of the flood insurance for a better understanding of flood insurance on the property. The most of the property, and other matters related to the purchase of flood insurance to the property. For more different about flood insurance for a better understanding of flood insurance to the property. Province and about flood insurance as it relates to this property, you may also what to contact the Federal Emergency Management Agency (FEMA) at: https://www.forma.gov/national-flood-insurance-program.  MISCELLANEOUS  VES NO  201.			lΞ	·
with your purchase of this property. The National Flood Insurance Program provides for the availability of flood insurance and ediabilities flood insurance policy premiums based on the risk of flooding in the area where properties are located. Changes to faderal law (The Biggert-Waters Flood Insurance Reform Act of 2012 and the Homeowner Flood navarance Affordability Act of 2014, in particularly will result in found insurance program property and in the future may be substantially higher, than premiums paid for flood insurance provides on the factor on the future may be substantially higher, than premiums paid for flood insurance provides and the factor of the premiums paid for flood insurance provides and the property, and property, and property, and property and property. For more information about flood insurance for the property, and property and property. For more information about flood insurance and property and property. For more information about flood insurance program.  MISCELLANEOUS  VES NO  MISCELLANEOUS  VES NO  Are you aware of an survey of the Property by a licensed surveyor having been performed? If yes, when and by whom?  If yes, sith the survey recorded?  Are you aware of any archeological features or antifacts on the Property?  If yes, when and by whom?  Are you aware of any endangered species attailed by a property and their property. If yes, when and by whom?  Are you aware of any open mine shafts/funnels, abandoned wells, or other hazards on the Property?  If yes, describe location on plat map, if attach	186.			Explain:
VES NO 201.	188. 189. 190. 191. 192. 193. 194. 195. 196. 197. 198.			with your purchase of this property. The National Flood Insurance Program provides for the availability of flood insurance and establishes flood insurance policy premiums based on the risk of flooding in the area where properties are located. Changes to federal law (The Biggert-Waters Flood Insurance Reform Act of 2012 and the Homeowner Flood Insurance Affordability Act of 2014, in particular) will result in changes to flood insurance premiums that are likely to be higher, and in the future may be substantially higher, than premiums paid for flood insurance prior to or at the time of sale of the property. As a result, purchasers of property should not rely on the premiums paid for flood insurance on this property previously as an indication of the premiums that will apply after completion of the purchase. In considering purchase of this property you should consult with one or more carriers of flood insurance for a better understanding of flood insurance coverage, current and anticipated future flood insurance premiums, whether the prior owner's policy may be assumed by a subsequent purchaser of the property, and other matters related to the purchase of flood insurance for the property. For more information about flood insurance as it relates to this property, you may also wish to contact the Federal Emergency
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Vacant Land/Lit Seiler's Property Disclosure Statement (SPDS) • October 2021  Copyright © 2021 Arizona Association of REALTORS*, All rights reserved.  Page 6 of 7  This contract is for use by Kerri Prezies of KG Keller Williams Arizona Living Realty and their phone number 928-718-  TRANSAC				(Illustrate location on plat map, if attached.)
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Vacant Land/Lit Seller's Property Disclosure Statement (SPDS) - October 2021 Copyright © 2021 Arizona Association of REALTORS*. All rights reserved.    Initials > BUYER   BUYER				
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Page 7 of 7

This contract is for use by Kerri Pearce of KG Keller Williams Arizona Living Realty and their phone number 928-716-6211 PLTFSCMOT0079

# Kingman Golden Valley Association of Realtors EXCLUSIVE EMPLOYMENT AGREEMENT Exclusive Right to Sell

THIS DOCUMENT IS INTENDED TO BE A LEGALLY BINDING CONTRACT. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OR THE TAX CONSEQUECES THEREOF. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT YOUR ATTORNEY OR TAX ADVISOR.

1. EXCLUSIVE RIGHT: In consideration of this Listing Contract ("Listing") and Broker's profess, as Owner(s) ("Owner"), employ and grant Broxpiring at 11:59 p.m. on	mise to endeavor to sell, rent, exchang roker the exclusive and irrevocable rig	tensed Arizona real estate Broker ["Broker"] of the terms of ge, or option the Property described below ("Property"), 1 or ght commencing on 6/15/2022 and schange, or option the Property described below.
2. PROPERTY DESCRIPTION: The Property 7875 Geronimo Rd Street Address	which Owner is listing is described as	us follows: Residential Commercial Vacant Lago <u>den Valley</u> County
Tign Rigw SEC 3 SE4 NW4 CONT 40 ACRES	S M/L 209-19-048 (209-19-109	£ 110) 1989 TAX ROLL 209-19-110 Assessor#
2 14STING PRICE: The listing price shall be	-One Thousand	(\$ <u>21,000.00</u> )
Premises by Broker or any other broker, with or Owner acknowledges that neither the Western Ariany broker is insuring Owner or occupant against as may be necessary to secure and protect the Prems.  3. AGENCY RELATIONSHIPS. Owner under may also wish to be represented by Broker in company for had Owner and the Pressect. Since Owner and the Pressect.	without potential purchasers or tenan- izona Realtor Data Exchange ("WARI theft, loss or vandalism resulting from nises during any time that a lockbox is enstands that Broker is Owner's agent wancetion with the purchase or rental of ner does not wish to limit the range of	reys left with or available to Broker will permit access to the offs ("Prospects"), even when Owner or occupant are absent DEX"), nor any Board or Association of REALTORS. nor in any such access. Owner is responsible for taking such steps being used and obtaining appropriate insurance.  Owner Opts Out with respect to this listing Owner understands that a Prospect of the Premises. In the event, Broker would be serving as the f Prospects at this time, Owner agrees to work with Broker to to cooperate with other brokers in any manner whatsoever.
<ol> <li>COMPENSATION TO BROKER. Owner a         A. RETAINER. Broker acknowledges reconsultation, research and other services     </li> <li>COMMISSIONS. If Broker produces a option or exchange of the Premises is services rendered, Owner agrees to pay I</li> </ol>	ceipt of a non-refundable retainer fee on the control of a non-refundable retainer fee of the control of any other or through a	payable to Broker for the payable to Broker for the price tenant in accordance with this Listing, or if a sale, rental er broker, or otherwise, during the term of this Listing, for % of gross listing or selling price or other
<ul> <li>D. PAYMENTS FROM ESCROW OR By a condition to closing or upon cancel Owner at the closing or cancellation of behalf of Owner.</li> <li>E. PURCHASE BY TENANT. If during the trays after its termination, any conant, or in Paragraph 6(b) shall be deemed earner AFTER EXPIRATION. After the expendinge, or option is made by Owner negotiated concerning the Premises during the Premises</li></ul>	<b>RENT.</b> Owner instructs the escrow confliction of the escrow, and irrevocably if escrow. Broker is authorized to deducthe rerms of any rental of the Premises, r his heirs, executors, or assigns shall be do by and payable to Broker, piration of this Listing, the same confirming the term of this Listing, (1) within the hasis with another broker, or (2) or	on with other brokers in any manner acceptable to Broker, impany, if any, to pay all such compensation to Broker in casi assigns to Broker, to the extent necessary, money payable to acc compensation from any rent or other monies received on the including any renewals or holdovers, or within
		Owner's Initial's
Page 1 of 4		Rev 7-1-13

This contract is for use by Kerri Prance of KG Keller Williams Arizona Living Realty and their phone number 928-718-6211

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- G. FAILURE TO COMPLETE. If completion of a sale or rental is prevented by default of Owner, or with the consent of Owner, the entire sale or rental commission, as appropriate, shall be paid to Broker by Owner. If any earnest deposit is forfeited for any other reason, Owner shall pay a brokerage fee equal to the lesser of one-half of the earnest deposit or the full amount of the commission.
- H. NO LIMITATION. Nothing in this Listing shall be construed as limiting applicable provisions of law relating to when commissions are carned or payable.
- 7. USE OF INFORMATION. The information on the Data Entry Form and any photographs of the Premises will be provided to WARDEX to be published and disseminated, in whole or in part, in printed or electronic form, including via the Internet, to WARDEX participants and the general public, even after the cancellation or expiration of the Listing. Broker is authorized to report the sale, exchange, option or rental of the Premises, and its price, terms and financing, for dissemination through WARDEX or otherwise to authorized WARDEX participants and to the public and for use by companies engaged in selling information for various purposes, including but not limited to, appraisals or evaluations of tax assessments.
- ROLE OF BROKER: Owner acknowledges that Broker is not responsible for the custody or condition of the Premises or for its management, maintenance, upkeep or repair.
- DOCUMENTS. In connection with any sale or rental of the Premises, Owner consents to the use of the current AAR standard form of purchase or rental contract used by Broker and all other standard documents used by Broker and the escrow and title companies.
- 10. COOPERATION BY OWNER: Owner agrees to make available to Broker and Prospects all data, records and documents pertaining to the Premises. Owner authorized Broker, and any other broker authorized by Broker to preview and show the Premises at reasonable times and apon reasonable notice, to take and publish photographs of the Premises and to conduct virtual tours, and agrees to commit no act which might lend to obstruct Broker's performance hereunder. If the Premises are occupied by someone other than Owner, Owner will provide to Broker the occupant's written consent to cooperate in connection with the showing of the Premises. Owner shall not communicate directly with any Prospect or other broker during the term of this Listing and shall refer all Prospects and other brokers to Broker during the term hereof.
- 11. INSURANCE. Owner acknowledges that Owner's or occupant's property could be damaged or stolen or persons visiting the Premises could be injured. Owner shall be responsible for obtaining appropriate insurance to cover such possible events.
- 12. SIGN. Broker is authorized to place Broker's appropriate signs on the Premises until the later of any close of escrow by a purchaser or occupancy by a tenant.

Owner Opts Out

- 13. OWNER'S OBLIGATION / WARRANTIES BY OWNER. Owner Agrees to and waitant:
  - A. CAPACITY. Owner has the legal capacity, full power and authority to enter into this Listing, deliver marketable title to the Premises and consummate the transactions contemplated hereby on Owner's own behalf or on behalf of the party Owner represents, as appropriate,
  - B. ADVERSE INFORMATION. Owner has disclosed to Broker all material latent defects and information concerning the Premises known to Owner, including all material information relating to: Connection to a public sewer system, septic tank or other sanitation system; the existence of any tax, judgment or other type of lien/past or present infestation by or treatment for wood-destroying pests or organisms; and past or present repair of the Premises for damage resulting from wood-destroying pests or organisms or has in the past ever or currently own's 5 or more lots in any one subdivision. During the term of this Listing, Owner agrees to continue disclosing to Broker all additional information of the type required by the preceding sentence promptly after Owner becomes aware of any such information
  - C. CORRECT INFORMATION. All information concerning the Premises in this Listing, including the Data Entry Form relating to the Premises, or otherwise provided by Owner to Broker or to any Prospect is, or will be at the time provided, and shall be at close of escrow or occupancy by a tenant, true, correct and complete. Owner agrees to notify Broker promptly if there is any material change in such information until the latest to occur of the expiration of this Listing, any close of escrow or occupancy by a tenant.
  - D. To consult with the Broker prior to the execution of an acceptance of an "Offer".
  - E. To remove all but Broker's signs from the Property and assure the Broker that no other employment of Listing agreements are in effect.
  - F. In the event of a sale, exchange, or option to furnish a good and sufficient conveyance and marketable title insured for the gross sales price by a company licensed in Arizona to issue title insurance.
  - G. To immediately refer all inquiries received or known by the Owner during the term of this Listing to the Broker, and fully cooperate with Brokers in showing the Property.
  - H Upon Listing Broker's request, Seller agrees to complete, sign and deliver to escrow company a certificate concerning whether Seller is a foreign person or nonresident alien pursuant to the Foreign Investment in Real Property Tax Act of 1980 (FIRPTA).
  - LITILITIES. During the term of this Listing, Owner shall maintain continuous service to the Premises of all utilities which are currently connected to the property.

Owner's Initial's



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Page 2 of 4

- 14. RELIEF OF LIABILITY. Broker is hereby relieved of any and all liability and responsibility for everything in Paragraphs 11 and 13.
- 15. ATTORNEYS' FEES. In any action or proceeding to enforce any provision of this Listing, or for damages sustained by reason of its breach, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees, as set by the court or arbitrator and not by a jury, and all other related expenses, such as expert witness fees, fees paid to investigators and court costs. Additionally, if any Broker reasonably hires an attorney to enforce the collection of any commission without commencing any action or proceeding. Owner agrees to pay such Broker's attorney's fees and costs, and Owner also agrees to pay interest at the legal rate on all commission and other amounts owed or due to Broker from the time due until paid in full.
- 16. INDEMNIFICATION. The Owner agrees to indemnify and hold Broker, the appropriate Association of REALTORS®, WARDEX and all other Brokers harmless against any and all claims, liability, damage or loss arising from any misrepresentation, breach of warranty, breach of contract or breach of a promise by Owner, any incorrect information supplied by Owner, any facts concerning the Property not disclosed by Owner, including any facts known to Owner relating to adverse conditions or latent defects and any injury, loss, or damage to persons or Property in connection with the marketing or showing of the Property, including use of lockbox.
- 17. DEPOSITS. Owner authorized brokers to accept earnest deposits on behalf of Owner and to issue receipts for such earnest deposits.
- 18. RECOMMENDATIONS. If Broker recommends a builder, contractor, escrow company, title company, post control service, appraiser, lender, home inspection company or home warranty company or any other person or entity to Owner for any purpose, such recommendation shall be independently investigated and evaluated by Owner, who hereby acknowledges that any decision to enter into any contractual arrangement with any such person or entity recommended by Broker will be based solely upon such independent investigation and evaluation. Owner understands that said contractual arrangement may result in a commission or fee to Broker.
- 19. SUBSEQUENT PURCHASE OFFERS. Broker acknowledges that Owner has the right to accept subsequent offers until the close of escrow in the case of a sale or until occupancy by a tenant in the case of a rental. Owner understands that any subsequent offers accepted by Owner must be backup offers, namely, contingent on the cancellation or other nullification of any contracts arising upon the acceptance of earlier offers. Within 72 hours (excluding weekends and postal holidays) of the execution of a purchase contract by Owner, Broker shall change the status of the Listing from "active" to "sale pending" in the Multiple Listing Service computer system unless Owner instructs Broker in writing to continue to market the Premises, in which case, the Listing will be changed from "active" to "pending continue to show".
- 20. EQUAL HOUSING OPPORTUNITY. The Premises will be presented in compliance with federal, state and local fair housing laws regulations.
- 21. TIME OF ESSENCE. Time is of the essence in the performance of the obligations contained in this Listing.
- 22. COUNTERPARTS AND FACSIMILE. This listing may be executed in any number of counterparts by the parties hereto. All counterparts so executed shall constitute one Listing binding upon all parties hereto, notwithstanding that all parties do not sign the same counterpart. An electronic copy of the Listing which indicates that the Listing was fully executed shall be treated as an original Listing.
- 23. CONSTRUCTION OF LANGUAGE AND GOVERNING LAW. The language of this Listing shall be construed according to its fair meaning and not strictly for or against either party. Words used in the masculine, feminine or neuter shall apply to either gender or the neuter, as appropriate. All singular and plural words shall be interpreted to refer to the number consistent with circumstances and context. Whenever the words "include", "including" are used in this Listing, they shall be deemed to be followed by the words "without limitation". It fais Listing is used for a rental, exchange, or option instead of a sale of the Premises, all language in this Listing relating to the sale of Premises shall be construed to apply as appropriate, to a rental, exchange, or option. For example, Owner shall be deemed to be Exchanger, Optionor, or Landlord respectively. This Listing shall be governed by the laws of the State of Arizona.

74	ADDI	TIONAL	TERMS

Owner's Initial's



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Page 3 of 4 Rev 7-1-13

25. ENTIRE AGREEMENT. This Listing including the Data Entry sheet, plus any attached exhibits and any addenda or supplements signed by Owner and Broker shall constitute the entire agreement between Owner and Broker and supersede any other written or oral agreements between Owner and Broker. It is the intention of the parties that this Listing shall be a legally binding contract once it has been signed by Owner and Broker even though none, or only some, of the pages have been initialed by Owner. This Listing can be modified only by a writing signed by Owner and Broker.

THE TERMS AND CONDITIONS IN THIS LISTING PLUS ALL INFORMATION ON THE DATA ENTRY FORM ARE INCORPORATED HEREIN BY REFERENCE. COMMISSIONS PAYABLE FOR THE SALE, RENTAL OR MANAGEMENT OF PROPERTY ARE NOT SET BY ANY BOARD OR ASSOCIATION OF REALTORS OR MULTIPLE LISTING SERVICE OR IN ANY MANNER OTHER THAN BY NEGOTIATION BETWEEN THE BROKER AND THE OWNER. BY SIGNING BELOW, OWNER ACKNOWLEDGES THAT HE HAS READ, UNDERSTANDS AND ACCEPTS ALL TERMS AND PROVISIONS CONTAINED HEREIN AND THAT HE HAS RECEIVED A COPY OF THIS LISTING.

Georgann Accomando				Mario Accomando Print Name of Owner			
Street	<u></u>	Fax		City/Lown annarose5 Owner's e-mail ad	853@gmail.com	State annarose5853	Zip @gmail.com Date
Owner's Signature			Date	Owner's Signature	<u> </u>		Date
In consideration of Ov accordance with this i dissemination to the us	Listing and	further agrees to p	uses in this Listing provide this Listin	g, Broker agrees t ng for publication	o endeavor to effect a sa by a local Board or As	le, rental, exchang seciation of REA	e, or option in LTORS® and
KG Keller Willi Firm Name (Broker)	ams Ariz	ona Living Re	ealt <b>Kerr</b> i Firm e-m		ltor@gmail.com	<b>928-7<u>1</u></b> Office Phone	<u>8-6211</u>
Ву:						928-718-62	15
Agent's Signature	Kerri	Pearce	Date	<b>-</b> _	Agent's Fax		
Designated Broker File No.	<del></del>				Lisa Ellio	tt -	Date
<u></u>						I	*
Page 4 of 4							Rev 7-1-13





#### ARIZONA REALTORS

Arizona law <u>recuires</u> the seller to disclose material (important) facts about the property, even if you are not asked by the buyer or a real estate agent. These disclosure obligations remain even if you and the buyer agree that no Seller's Property Disclosure Statement ("SPDS") will be provided.

The SPDS is designe, to assist you, the seller, in making these legal), required disclosures and to avoid inadvertent nondisclosures of material facts. To satisfy your disclosure obligations and protect yourself against alleged nondisclosure, you should complete the SPDS by answering all questions as truthfully and as thoroughly as possible. Attach copies of any available invoices, warranties, inspection reports, and leases, to ensure that you are disclosing accurate information. Use the blank lines to explain your answers, if you do not have the personal knowledge to answer a question, it is important not to guess — use the blank lines to explain the situation.

If the buyer asks you about an aspect of the property, you have a duty to disclose the information, even if you do not consider the information material.\* You also have a legal duty to disclose facts when disclosure is necessary to prevent a previous statement from being misleading or misrepresented: for example, if something changes.

If you do not make the legall, required disclosures, you may be subject to civil liabili. Under certain circumstances, nondisclosure of a fact is the same as saying that the fact does not exist. Therefore, nondisclosure may be given the same legal effect as fraud.

If you are using the Arizona Association of REALTORS\* ("AAR") Vacant Land/Lot Purchase Contract, the seller is required to deliver "a completed AAR Vacant Land/Lot SPDS form to the Buyer within five (5) days after Contract acceptance." If the Seller does not provide the SPDS as the Contract requires, the Seller is potentially in breach of the Contract, thereby enabling the Buyer to cancel the transaction and receive the earnest money deposit.

\* By law, sellers are not obligated to disclose that the property is or has been: (1) a site of a natural death, suicide, homicide, or any other crime classified as a felony; (2) owned or occupied by a person exposed to HIV, or diagnosed as having AIDS or any other disease not known to be transmitted through common occupancy of real estate; or (3) located in the vicinity of a sex offender. However, the law does not protect a seller who makes an intentional misrepresentation. For example, if you are asked whether there has been a death on the property and you know that there was such a death, you should not answer "no" or "I don't know." Instead you should either answer truthfully or respond that you are not legally required to answer the question.

Vacant Land/Lot Seller Advisory • October 2021
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## LAND/LOT SELLER'S PROPERTY SCLOSUR STATEMENT (SPDS) (To be completed by Seller)

Document updated: October 2021



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.





#### **MESSAGE TO THE SELLER:**

Sellers are obligated by law to disclose all known material (important) facts about the Property to the Buyer. The SPDS is designed to assist you in making these disclosures. If you know something important about the Property that is not addressed on the SPDS, add that information to the form. Prospective Buyers may rely on the information you provide.

INSTRUCTIONS: (1) Complete this form yourself. (2) Answer all questions truthfully and as fully as possible. (3) Attach all available supporting documentation. (4) Use explanation lines as necessary. (5) If you do not have the personal knowledge to answer a question, use the blank lines to explain. By signing below you acknowledge that the failure to disclose known material information about the Property may result in liability.

#### MESSAGE TO THE BUYER:

Although Sellers are obligated to disclose all known material (important) facts about the Property, there are likely facts about the Property that the Sellers do not know. Therefore, it is important that you take an active role in obtaining information about the Property.

INSTRUCTIONS: (1) Review this form and any attachments carefully. (2) Verify all important information. (3) Ask about any incomplete or inadequate responses. (4) Inquire about any concerns not addressed on the SPDS. (5) Review all other applicable documents, such as CC&R's, association bylaws, rules, and the title report or commitment. (6) Obtain professional inspections of the Property. (7) Investigate the surrounding area.

THE FOLLOWING ARE REPRESENTATIONS OF THE SELLER(S) AND ARE NOT VERIFIED BY THE BROKER(S) OR AGENT(S).

1. THIS DISCLOSURE CONCERNS THE FOLLOWING REAL PROPERTY: 7875 Geronimo Rd							
		Golden Valle	AZ	86413			
. COU	NTY:	TAX PARCEL		_			
ZON	ZONING; DATE PURCHASED OR ACQUIRED:						
. How	did you a	acquire the Property? 🗆 Purchase 🗔 🛭	nheritance 🗌 Foreclasure 🗦 l Gift 🛭	Other:			
LEGA	AL OWNE	R OF PROPERTY:	<u>.</u> ,				
Is the	Property	y located in an unincorporated area of th	ne county? □ Yes □ No				
i. If yes	s, and fiv	re or fewer parcels of land other than	subdivided land are being transfer	rred, the Seller must furnish the Buyer			
, with a	a writter	Affidavit of Disclosure in the form re	equired by law.				
. To yo	our knowl	ledge, is the Property within a subdivisio	n approved by the Arizona Departme	nt of Real Estate? ☐ Yes ☐ No			
		rner(s) of the Property a Foreign Person					
. Tax A	Act (FIRP	TA)? 🗀 Yes 🗆 No If yes, consult a t	lax advisor; mandatory withholding	g may apply			
		perty include any leased land? Li Yes					
	skip to l						
		and: [] State [] Federal [] Privately o	owned				
		res are leased?	_				
	-		_ (Attach a copy of the lease.)				
		y currently leased to a tenant? [_Yes	□No				
	If yes, expiration date of current lease: (Attach a copy of the lease.)						
	li any refundable deposits or prepaid rents are being held, by whom and how much? Explain:						
i.		, ,	_				
YES	NO			to the control including large renounts			
2. 🗆				ty in any way, including lease renewals			
3.		or options to purchase? Explain:					
1. □	[ ]	To your knowledge, is the Property s	ubject to Covenants, Conditions and	Hestrictions of deed restrictions?			
5.		Explain:					
				>:			

BUYER BUYER

799

	NO	
		Are you aware of any association(s) governing this Property?
		If yes, membership in the association(s) is Mandatory    Voluntary
		Association Name: Phone #: Phone #:
		Association Name: Contact Person: Phone #:
		If yes, are there any fees? How much? \$ How often?
		How much? \$ How often?
		Are you aware of any assessments affecting this Property? (Check all that apply):
(W	LL	Association assessment    Road maintenance    Sewer    Water
		If yes, the approximate balance: \$
		Are you aware of any proposed assessment(s)?
		If yes, explain:
	,	Are you aware of any pending or anticipated disputes or litigation regarding the Property or the association(s)?
	a	
		Explain:
	Ci	Are you aware of any of the following recorded against the Property? (Check all that apply):
		☐Judgment liens ☐Tax liens ☐ Other non-consensual liens
		Explain:
	ξl	Are you aware of any title issues affecting this Property? (Check all that apply):
		☐ Recorded easements ☐ Use restrictions ☐ Lot line disputes ☐ Encroachments
		☐ Unrecorded easements ☐ Use permits ☐ Conservation easement ☐ Other
		Explain:
Ω	[.]	Are you aware of any pending or anticipated eminent domain or condemnation proceedings regarding the Property
		Explain:
	ü	Are you aware of any development, impact, or similar fees regarding the Property?
		Explain:
m	П	
<u>.</u>		Are you aware if the Property is located within the boundaries of a Community Facilities District (CFD)?  If yes, provide the name of the CFD:
ACC!	E <b>SS</b> Clis C	Are you aware if the Property is located within the boundaries of a Community Facilities District (CFD)?
ACCI There Explain	<b>ISS</b> Clis C n:	Are you aware if the Property is located within the boundaries of a Community Facilities District (CFD)?  If yes, provide the name of the CFD:
ACCI There Explain	<b>ISS</b> Clis C n:	Are you aware if the Property is located within the boundaries of a Community Facilities District (CFD)?  If yes, provide the name of the CFD:
ACCI There Explain	<b>ISS</b> Clis C n:	Are you aware if the Property is located within the boundaries of a Community Facilities District (CFD)?  If yes, provide the name of the CFD:  is notlegal access to the Property, as defined in A.R.S. §11-831  unknown
ACCI There Explain There Explain	<b>ESS</b> ☐ is É ☐ is Í ☐ is Í	Are you aware if the Property is located within the boundaries of a Community Facilities District (CFD)?  If yes, provide the name of the CFD:  is notlegal access to the Property, as defined in A.R.S. §11-831  unknown  is notphysical access to the Property  unknown
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ACCI There Explain There Explain	ESS  in E  in is  in is  in is  in is  al access	Are you aware if the Property is located within the boundaries of a Community Facilities District (CFD)?  If yes, provide the name of the CFD:  is notlegal access to the Property, as defined in A.R.S. §11-831 — unknown  is notphysical access to the Property — unknown  is nota statement from a licensed surveyor or engineer available stating whether the Property has so that is traversable by a two-wheel drive passenger motor vehicle
ACCI There Explain There Explain	ESS  in E  in is  in is  in is  in is  al access	Are you aware if the Property is located within the boundaries of a Community Facilities District (CFD)?  If yes, provide the name of the CFD:  is notlegal access to the Property, as defined in A.R.S. §11-831  unknown  its notphysical access to the Property  unknown  is nota statement from a licensed surveyor or engineer available stating whether the Property has
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ACCI There Explain There Explain There physic The le Explain	ESS is E is is in: is in: is in: all access gal and in:	Are you aware if the Property is located within the boundaries of a Community Facilities District (CFD)?  If yes, provide the name of the CFD:  is notlegal access to the Property, as defined in A.R.S. §11-831  unknown  is notphysical access to the Property  unknown  is nota statement from a licensed surveyor or engineer available stating whether the Property has at that is traversable by a two-wheel drive passenger motor vehicle physical access to the Property  is is notthe same  unknown into applicable
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ACCI There Explain There Explain There physic The le Explain The ro	ESS  is is in:  is is in:  al access gal and n:  in:  in:  in:  in:  in:  in:  in:	Are you aware if the Property is located within the boundaries of a Community Facilities District (CFD)?  If yes, provide the name of the CFD:
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There Explain There Explain There physic The le Explain The ro	ESS ☐ is ☐ is ☐ is ☐ is ☐ al acces gal and n: ☐ is no	Are you aware if the Property is located within the boundaries of a Community Facilities District (CFD)?  If yes, provide the name of the CFD:  Sis not…legal access to the Property, as defined in A.R.S. §11-831 Sunknown  Sis not…a statement from a licensed surveyor or engineer available stating whether the Property has set that is traversable by a two-wheel drive passenger motor vehicle physical access to the Property Sis Sis not…the same Sunknown Sinot applicable.  It is publicly maintained Sprivately maintained Inot maintained not applicable. If applicable, there the are corded road maintenance agreement.  The Property owner(s) to maintain the roads and roads the oved to county standards and accepted for maintenance are not the county's responsibility.
There Explain There Explain There physic The le Explain The ro	ESS ☐ is ☐ is ☐ is ☐ is ☐ al acces gal and n: ☐ is no	Are you aware if the Property is located within the boundaries of a Community Facilities District (CFD)?  If yes, provide the name of the CFD:  is notlegal access to the Property, as defined in A.R.S. §11-831  unknown  is nota statement from a licensed surveyor or engineer available stating whether the Property has as that is traversable by a two-wheel drive passenger motor vehicle physical access to the Property is is notthe same unknown inot applicable.  is publicly maintained privately maintained not maintained not applicable. If applicable, there the are not publicly maintained, it is the responsibility of the Property owner(s) to maintain the roads and roads the

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	Vacan	t Land	Lot Seller's Property Disclosure Statement (SPDS) >>		
	USE				
7.	What is	s the cui	rent use of the Property?		
3.	What prior uses of the Property are you aware of?				
	YES	NO			
Э.		[7]	To your knowledge, does the current use conform with current zoning?		
١.			if no, Explain:		
	ü		Are you aware of any improvements on the Property?		
			Explain:		
	Ü	□	Are you aware of any crops being grown on the Property?		
	_	<u> </u>	If yes, are the crops Owner operated Tenant operated		
			If yes, who has the right to harvest the crops and for what period of time? Explain:		
	[]		Are you aware of any livestock on the Property?		
			If yes, are the livestock ☐ Owner operated ☐ Tenant operated ☐ Open range		
•			1 100, a, o blo mostom — o mar sport — o m		
	GLIFE		LOWING SERVICES AVAILABLE TO THE PROPERTY?		
١.	VES	NO NO	PROVIDER		
١.			Electricity:		
			Fuel: Natural gas Propane Oil		
		Ξ.	Cable:		
	5	_	Internet:		
•			Telephone:		
	CI		Garbage Collection:		
			Irrigation:		
			Are there any alternate power systems serving the Property? (If no, skip to line 99)		
,	5		If yes, indicate type (Check all that apply)		
l.			Solar Wind Generator Other		
).	_	-	Are you aware of any past or present problems with the alternate power system(s)?		
	口				
2.		_	Explain: =		
3.			• •		
			Explain:		
i.			If yes, provide name and phone number of the leasing company (Attach copy of lease ii available)		
7. 3.			NOTICE TO BUYER: If the Property is served by a solar system, Buyer is advised to read all pertinent documents and review the cost, insurability, operation, and value of the system, among other items.		
	WATE	:R			
	YES	NO			
).	rı	. –	is there a domestic water source to the Proporty?		
).	_		If yes, water source is: ☐ Public ☐ Private water company ☐ Private well ☐ Shared well ☐ Hauled water		
۱.		If water source is a private or shared well, or water can be used from springs, streams, lakes, ponds, reservoirs canyons, or ravines, complete and attach the DOMESTIC WATER WELL/ WATER USE ADDENDUM.			
2. 3.			If water source is public, a private water company, or hauled water, Provider is:		
_		_	Vacant Land:Lot Seller's Property Disclosure Statement (SPDS) • October 2021 Copyright @ 2021 Arizona Association of REALTORS*, All rights reserved.		
		_	BUYER BUYER		

PLTFSCMOT0087

	YES	NO	
1.		<u>::</u> :	Are you aware of any past or present drinking water problems?
j.			Explain:
<b>3</b> .			
7.			To your knowledge, is the Property in one of the following districts or areas? (Check all that apply):
<b>.</b>			☐ Central Arizona Project (CAP) District ☐ Irrigation Non-Expansion Area ☐ Active Management Area
€.			☐ Central Arizona Groundwater Replanishment District ☐ Other:
).			Are you aware of any grandfathered water rights associated with the Property?
			If yes, Type I Type II I trigation
2.			Grandfathered Water Rights Certificate # — — —
3.			What is the allotment? acre feet
4.			Number of irrigated acres
i.			To your knowledge, does the Property have surface water rights? If yes, Certificate #
3. 7. 3.			NOTICE TO BUYER: If the Property is served by a well, private water company or a municipal water provide the Arizona Department of Water Resources may not have made a water supply determination. For more information about water supply, or any of the above services, contact the provider.
	SEWI	ER/WA	STEWATER TREATMENT
	YES	NO	
9.			Type of sewer: Public Private Planned and approved sewer system, but not connected None
Ö.			Name of Provider:
1.			Is the Property served by an On-Site Wastewater Treatment Facility? (If no, skip to line 143)
2.			If yes, the Facility is: Conventional septic system Alternative system; type:
3.			<u> </u>
4,			Other:
:5. :6			NOTICE TO BUYER: Contact the appropriate governmental or private provider regarding the availability and cost of sewer connection.
7.			If the Facility is an alternative system, is it currently being serviced under a maintenance contract?
8.	L=F		If yes, name of contractor: Phone #:
9.			Approximate year Facility installed: (Attach copy of permit)
ο.		ᆸ	Are you aware of any repairs or alterations made to this Facility since original installation?
1.		_	Explain:
2.			
13.			Approximate date of last Facility inspection and/or pumping of septic tank:
4.			
5.			Are you aware of any past or present problems with the Facility? Explain:
<b>16</b> .		Li	Are you aware of any site/soil evaluation (percolation or other tests) having been performed on the Property?
37.			if yes, when and by whom?
			NOTICE TO SELLER AND BUYER: The Arizona Department of Environmental Quality (ADEQ) requires a
38. 20.			pre-transfer inspection of on-site wastewater treatment facilities on re-sale properties.
39.			pre-transfer dispection of or site visiting
			Vacant Land/Lot Selter's Property Disclosure Statement (SPDS) • October 2021  Copyright © 2021 Arizona Association of REALTORS's All rights reserved.

	Vacai	ii Lanu	/Lot Seller's Property Disclosure Statement (SPDS)_ >>
).			NOTICE TO BUYER: Cesspools have not been approved for use in Arizona since 1976. Current Arizona Department of Environmental Quality regulations on cesspools specifically prohibit their use for sewage disposal [R18-9-A309(A)(4) and R18-5-408(D)].
<u>-</u> -			disposal [1110-3-Adda)[A][4] and 1110-3-Adda)].
	ENV	RONM	ENTAL INFORMATION
	YES	NO	
3.	Π	□ □	Are you aware of the presence of any of the following on the Property, past or present? (Check all that apply):
			[] Asbestos [.] Radon gas [.] Mining operations [.] Pesticides
			☐ Underground storage tanks ☐ Fuel/oil/chemical disposal or storage
			Explain:
			Are you aware of the presence of any of the following in close proximity to Property, past or present? (Check all that apply):
			☐ Asbestos ☐ Radon gas ☐ Pesticides ☐ Underground storage tanks
Ļ			☐ Fuel/oil/chemical disposal or storage ☐ Other:
			Explain:
			Are you aware if the Property is located within any of the following? (Check all that apply):
			☐ Superfund ☐ Water Quality Assurance Revolving Fund ("WQARF")
			Comprehensive Environmental Response Compensation and Liability Act ("CERCLA")
			Are you aware of any environmental assessments or studies having been performed on the Property?
			If yes, was the study a (Check all that apply): □Phase □ □Phase □ □Phase □ □ Phase □
			(Attach copies of the environmental assessment or study.)
			Are you aware of any past or present issues or problems with any of the following on the Property? (Check all that apply):
			☐ Soil settlement/expansion ☐ Drainage/grade ☐ Erosion ☐ Fissures ☐ Other
			Explain:
		ш.	NOTICE TO BUYER: The Arizona Department of Real Estate provides earth fissure maps to any member of the public in printed or electronic format upon request and on its website at: www.azre.gov  Are you aware of any past or present issues or problems in close proximity to the Property related to any of
			the following? (Check all that apply):
			Soil settlement/expansion □ Drainage/grade □ Erosion □ Fissures □ Other
	/T1	r=	Explain:  Are you aware if the Property is subject to any present or proposed effects of any of the following? (Check all that apply)
	$\Box$		☐ Airport noise ☐ Traffic noise ☐ Rail line noise ☐ Neighborhood noise ☐ Toxic waste disposal
-			
	_	_	Explain:  Are you aware of any portion of the Property being situated on or In close proximity to a closed landfill?
	-	_	Explain:  Are you aware of any conditions that make the Property subject to any of the following ordinances or regulations?
			(Check all that apply):  ∐Hillside ☐Erosion control ☐Native plant/animal species preservation ☐Natural area open space requireme
			Hillside   Lichsion control   Finance plantational species preservation   Linear and open space requirement   Li Wetlands area   Lichtical habitat
		(7	Are you aware if the Property is located in the vicinity of an airport (military, public, or private)?
		<b></b>	
5		C	Are you aware if the Property is located in the vicinity of an airport (military, public, or private)?  Explain:
	····		Vacant Land/Lot Seller's Property Disclosure Statement (SPDS) • October 2021 — — — — — — — — — — — — — — — — — — —
			Initials>
			Page 5 of 7  a for use by Kerri Pearce of NG Keller Williams Arizons Living Realty and their phone number 928-718  7 TRAN

Vacant Land/Lot Seller's Property Disclosure Statement (SPDS)\_ >>

Vacant Land/Lot Seller's Property Disclosure Statement (SPDS) >>

178. 179. 180. 181. 182.			NOTICE TO SELLER AND BUYER: Pursuant to Arizona Law a Seller shall provide a written disclosure to the Buyer if the Property is located in territory in the vicinity of a military airport or ancillary military facility as delineated on a map prepared by the State Land Department. The Department of Real Estate also is obligated to record a document at the County Recorder's Office disclosing if the property is under restricted air space and to maintain the State Land Department Military Airport Map on its website at: <a href="https://www.azre.gov">www.azre.gov</a> .
	YES	NO	
183.	Ц		Are you aware if any portion of the Property is in a flood way or flood plain?
184.			Explain:
185.			Are you aware of any portion of the Property ever having been flooded?
186.			Explain:
187. 188. 189. 190. 191. 192. 193. 194. 195. 196. 197. 198. 200.			NOTICE TO BUYER: Your mortgage lender [may] [will] require you to purchase flood insurance in connection with your purchase of this property. The National Flood insurance Program provides for the availability of flood insurance and establishes flood insurance policy premiums based on the risk of flooding in the area where properties are located. Changes to federal law (The Biggert-Waters Flood Insurance Reform Act of 2012 and the Horneowner Flood Insurance Affordability Act of 2014, in particular) will result in changes to flood insurance premiums that are likely to be higher, and in the future may be substantially higher, than premiums paid for flood insurance prior to or at the time of sale of the property. As a result, purchasers of property should not rely on the premiums paid for flood insurance on this property previously as an indication of the premiums that will apply after completion of the purchase. In considering purchase of this property you should consult with one or more carriers of flood insurance for a better understanding of flood insurance coverage, current and anticipated future flood Insurance premiums, whether the prior owner's policy may be assumed by a subsequent purchaser of the property, and other matters related to the purchase of flood insurance for the property. For more Information about flood insurance as it relates to this property, you may also wish to contact the Federal Emergency Management Agency (FEMA) at: <a href="https://www.fema.gov/national-flood-insurance-program">https://www.fema.gov/national-flood-insurance-program</a> .
	MISC	ELLA	NEOUS
	YES	NO	
			Are you aware of any survey of the Property by a licensed surveyor having been performed? If yes, when and
Ľ			by whom? (Attach surveyor's plat map)
			If yes, is the survey recorded?
-			Are you aware of any archeological features or artifacts on the Property?
1,			Explain:
9			Are you aware of any archeological study having been performed on the Property?
			is the control of the Control of the Control of the Control of Control of the Con
		[]	Are you aware of any endangered species on the Property? Explain:
209.	r¬	ш	Are you aware of any endangered species studies having been performed on the Property? If yes, when and
210.			py whom?
211. 212.		□	Are you aware of any mineral rights that transfer with the title? If yes, explain:
213.	Li.	<u>_</u>	
214.			Are you aware of any open mine shafts/tunnels, abandoned wells, or other hazards on the Property?
215.	_		If yes, describe location:
216.			
217			(Illustrate location on plat map, if attached.)
_			Vacant Land/Lot Seller's Property Disclosure Statement (SPDS) • October 2021 Copyright © 2021 Arizona Association of REALTORS*. All rights reserved.
_			Page 6 of 7
	This con 6211	tract is	For use by Kerri Pearce of RG Keller Williams Arizona Living Realty and their phone number 928-718-  FI TEAMSACTIC  PI TESCMOTOGO

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CATION: Seller center date signed. Seller to Close of Es	erty, or affect the	e Property's	use by a buyer?	Exprain	ete to the t		
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, Buyer acknowled; iller written notice t	ges receipt only of the items dis	y of this SPD approved as	S. If Buyer disa provided in the	pproves of any in Contract.	items prov	rided herei	in, Buyer
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TRANSACTIONS

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# Kingman Golden Valley Association of Realtors EXCLUSIVE EMPLOYMENT AGREEMENT Exclusive Right to Sell

THIS DOCUMENT IS INTENDED TO BE A LEGALLY BINDING CONTRACT. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OR THE TAX CONSEQUECES THEREOF, IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT YOUR ATTORNEY OR TAX ADVISOR.

1. EXCLUSIVE RIGHT: In consideration of the acceptance by the undersigned licensed Arizona reat estate Broker ["I this Listing Contract ("Listing") and Broker's promise to endeavor to sell, rent, exchange, or option the Property described We, as Owner(s) ("Owner"), employ and grant Broker the exclusive and irrevocable right commencing on	below ("Property"), I or 15/2022 and
2. PROPERTY DESCRIPTION: The Property which Owner is listing is described as follows: Residential     Commerce	Mohave
ROADNAY EASEMENT MAP 5/20/1976 76-14573 T21N R19W SEC 10 THAT POR TION OF PARCEL 269 LYING SLY OF THE Assess	306-43-005B sor#
3. LISTING PRICE: The listing price shall be	5,000.00 _)
4. ACCESS AND LOCKBOX. Owner acknowledges that a lockbox and any other keys left with or available to Broker Premises by Broker or any other broker, with or without potential purchasers or tenants ("Prospects"), even when Owner Owner acknowledges that neither the Western Arizona Realtor Data Exchange ("WARDEX"), nor any Board or Association any broker is insuring Owner or occupant against theft, loss or vandalism resulting from any such access. Owner is responsing as may be necessary to secure and protect the Premises during any time that a lockbox is being used and obtaining appropriate and also wish to be represented by Broker in connection with the purchase or rental of the Premises. In the event, Broker agent for both Owner and the Prospect. Since Owner does not wish to limit the range of Prospects at this time, Owner agrees resolve any potential agency conflicts that may arise. Owner initially authorizes Broker to cooperate with other brokers in any	or occupant are absent, in of REALTORS#, nor ible for taking such steps e insurance.  Owner Opts Out denstands that a Prospect would be serving as the set work with Broker to
consultation, research and other services.  B. COMMISSIONS. If Broker produces a ready, willing and able purchaser or tenant in accordance with this List option or exchange of the Premises is made by Owner or through any other broker, or otherwise, during the services rendered, Owner agrees to pay Broker a commission of	acceptable to Breke, insation to Breker in cash assary, money payable to their monies received on the commission described payable if a sale, remail owner or any broker has on of this Listing, unless to selling their monies to the commission described payable if a sale, remail owner or any broker has on of this Listing, unless
Premises had been listed on an exclusive basis with another broker, or (2) during the pendency, including the contract or escrow relating to the Premises that was executed or opened during the term of this Listing, or Paragraph 6 (e).  Page 1 of 4	closing, of any purchase

This contract is for use by Kerri Pearce of KG Keller Williams Arizona Living Realty and their phone number 928-718-6211

- G. FAHLURE TO COMPLETE. If completion of a sale or rental is prevented by default of Owner, or with the consent of Owner, the entire sale or rental commission, as appropriate, shall be paid to Broker by Owner. If any earnest deposit is forfeited for any other reason, Owner shall pay a brokerage fee equal to the lesser of one-half of the earnest deposit or the full amount of the commission.
- H. NO LIMITATION. Nothing in this Listing shall be construed as limiting applicable provisions of law relating to when commissions are carned or payable.
- 7. USE OF INFORMATION. The information on the Data Entry Form and any photographs of the Premises will be provided to WARDEX to be published and disseminated, in whole or in part, in printed or electronic form, including via the Internet, to WARDEX participants and the general public, even after the cancellation or expiration of the Listing. Broker is authorized to report the sale, exchange, option or rental of the Premises, and its price, terms and financing, for dissemination through WARDEX or otherwise to authorized WARDEX participants and to the public and for use by companies engaged in selling information for various purposes, including but not limited to, appraisals or evaluations of tax assessments.
- 8. ROLE OF BROKER: Owner acknowledges that Broker is not responsible for the custody or condition of the Premises or for its management, maintenance, upkeep or repair.
- 9. **DOCUMENTS.** In connection with any sale or rental of the Premises, Owner consents to the use of the current AAR standard form of purchase or rental contract used by Broker and all other standard documents used by Broker and the escrow and title companies.
- 10. COOPERATION BY OWNER: Owner agrees to make available to Broker and Prospects all data, records and documents pertaining to the Premises. Owner authorized Broker, and any other broker authorized by Broker to preview and show the Premises at reasonable times and upon reasonable notice, to take and publish photographs of the Premises and to conduct virtual tours, and agrees to commit no act which might tend to obstruct Broker's performance hereunder. If the Premises are occupied by someone other than Owner. Owner will provide to Broker the occupant's written consent to cooperate in connection with the showing of the Premises. Owner shall not communicate directly with any Prospect or other broker during the term of this Listing and shall refer all Prospects and other brokers to Broker during the term hereof.
- 11. INSURANCE. Owner acknowledges that Owner's or occupant's property could be damaged or stolen or persons visiting the Premises could be injured. Owner shall be responsible for obtaining appropriate insurance to cover such possible events.
- 12. SIGN. Broker is authorized to place Broker's appropriate signs on the Premises until the later of any close of escrow by a purchaser or occupancy by a tenant.

  Owner Opts Out
- 13. OWNER'S OBLICATION / WARRANTIFS BY OWNER. Owner Agrees to and warrant:
  - A. CAPACITY. Owner has the legat capacity, full power and authority to enter into this Listing, deliver marketable title to the Premises and consummate the transactions contemplated hereby on Owner's own behalf or on behalf of the party Owner represents, as appropriate.
  - B. ADVERSE INFORMATION. Owner has disclosed to Broker all material latent defects and information concerning the Premises known to Owner, including all material information relating to: Connection to a public sewer system, septic tank or other sanitation system; the existence of any tax, judgment or other type of lien/past or present infestation by or treatment for wood-destroying pests or organisms; and past or present repair of the Premises for damage resulting from wood-destroying pests or organisms or has in the past ever or currently own's 5 or more lots in any one subdivision. During the term of this Listing, Owner agrees to continue disclosing to Broker all additional information of the type required by the preceding sentence promptly after Owner becomes aware of any such information.
  - C. CORRECT INFORMATION. All information concerning the Premises in this Listing, including the Data Hintry Form relating to the Premises, or otherwise provided by Owner to Broker or to any Prospect is, or will be at the time provided, and shall be at close of escrow or occupancy by a tenant, true, correct and complete. Owner agrees to notify Broker promptly if there is any material change in such information until the latest to occur of the expiration of this Listing, any close of escrow or occupancy by a tenant.
  - D. To consult with the Broker prior to the execution of an acceptance of an "Offer".
  - E. To remove all but Broker's signs from the Property and assure the Broker that no other employment of Listing agreements are in effect.
  - F. In the event of a sale, exchange, or option to furnish a good and sufficient conveyance and marketable title insured for the gross sales price by a company licensed in Arizona to issue title insurance.
  - G. To immediately refer all inquiries received or known by the Owner during the term of this Listing to the Broker, and fully cooperate with Brokers in showing the Property.
  - H. Upon Listing Broker's request, Seller agrees to complete, sign and deliver to escrow company a certificate concerning whether Seller is a foreign person or nonresident alien pursuant to the Foreign Investment in Real Property Tax Act of 1980 (FIRPTA).
  - UTILITIES, During the term of this Listing. Owner shall maintain continuous service to the Premises of all utilities which are currently
    connected to the property.

Owner's Initial's





Page 2 of 4

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- 14. RELIEF OF LIABILITY. Broker is hereby relieved of any and all fiability and responsibility for everything in Paragraphs 11 and 13.
- 15. ATTORNEYS' FEES. In any action or proceeding to enforce any provision of this Listing, or for damages sustained by reason of its breach, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees, as set by the court or arbitrator and not by a jury, and all other related expenses, such as expert witness fees, fees paid to investigators and court costs. Additionally, if any Broker reasonably hires an attorney to enforce the collection of any commission without commencing any action or proceeding. Owner agrees to pay such Broker's attorney's fees and costs, and Owner also agrees to pay interest at the legal rate on all commission and other amounts owed or due to Broker from the time due until paid in full.
- 16. INDEMNIFICATION. The Owner agrees to indemnify and hold Broker, the appropriate Association of REALTORS®, WARDEX and all other Brokers harmless against any and all claims, liability, damage or loss arising from any misrepresentation, breach of warranty, breach of contract or breach of a promise by Owner, any incorrect information supplied by Owner, any facts concerning the Property not disclosed by Owner, including any facts known to Owner relating to adverse conditions or latent defects and any injury, loss, or damage to persons or Property in connection with the marketing or showing of the Property, including use of lockbox.
- 17. DEPOSITS. Owner authorized brokers to accept earnest deposits on behalf of Owner and to issue receipts for such earnest deposits.
- 18. RECOMMENDATIONS. If Broker recommends a builder, contractor, escrow company, title company, pest control service, appraiser, lender, home inspection company or home warranty company or any other person or entity to Owner for any purpose, such recommendation shall be independently investigated and evaluated by Owner, who hereby acknowledges that any decision to enter into any contractual arrangement with any such person or entity recommended by Broker will be based solely upon such independent investigation and evaluation. Owner understands that said contractual arrangement may result in a commission or fee to Broker.
- 19. 51/BSEQUENT PURCHASE OFFERS. Broker acknowledges that Owner has the right to accept subsequent offers until the close of escrow in the case of a sale or until occupancy by a tenant in the case of a rental. Owner understands that any subsequent offers accepted by Owner must be backup offers, namely, contingent on the cancellation or other millification of any contracts arising upon the acceptance of earlier offers. Within 72 hours (excluding weekends and postal holidays) of the execution of a purchase contract by Owner, Broker shall change the status of the Listing from "active" to "sale pending" in the Multiple Listing Service computer system unless Owner instructs Broker in writing to continue to market the Premises, in which case, the Listing will be changed from "active" to "pending continue to show".
- 20. EQUAL HOUSING OPPORTUNITY. The Premises will be presented in compliance with federal, state and local fair housing laws and regulations.
- 21. TIME OF ESSENCE. Time is of the essence in the performance of the obligations contained in this Listing.
- 22. COUNTERPARTS AND FACSIMILE. This listing may be executed in any number of counterparts by the parties hereto. All counterparts so executed shall constitute one Listing binding upon all parties hereto, notwithstanding that all parties do not sign the same counterpart. An electronic copy of the Listing which indicates that the Listing was fully executed shall be treated as an original Listing.
- 23. CONSTRUCTION OF LANGUAGE AND GOVERNING LAW. The language of this Listing shall be construed according to its fair meaning and not strictly for or against either party. Words used in the masculine, feminine or neuter shall apply to either gender or the neuter, as appropriate. All singular and plural words shall be interpreted to refer to the number consistent with circumstances and context. Whenever the words "include", "including" are used in this Listing, they shall be deemed to be followed by the words "without limitation". If this Listing is used for a rental, exchange, or option instead of a sale of the Premises, all language in this Listing relating to the sale of Premises snall be construed to apply as appropriate, to a rental, exchange, or option. For example, Owner shall be deemed to be Exchanger, Optionor, or Landlord respectively. This Listing shall be governed by the laws of the State of Arizona.

24.	ADDITIONAL TERMS.			
	_ <del>_</del> ·	_		

Owner's Initial's



MLS

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25. ENTIRE AGREEMENT. This Listing including the Data Entry sheet, plus any attached exhibits and any addenda or supplements signed by Owner and Broker shall constitute the entire agreement between Owner and Broker and supersede any other written or oral agreements between Owner and Broker. It is the intention of the parties that this Listing shall be a legally binding contract once it has been signed by Owner and Broker even though none, or only some, of the pages have been initialed by Owner. This Listing can be modified only by a writing signed by Owner and Broker.

THE TERMS AND CONDITIONS IN THIS LISTING PLUS ALL INFORMATION ON THE DATA ENTRY FORM ARE INCORPORATED HEREIN BY REFERENCE. COMMISSIONS PAYABLE FOR THE SALE, RENTAL OR MANAGEMENT OF PROPERTY ARE NOT SET BY ANY BOARD OR ASSOCIATION OF REALTORS OR MULTIPLE LISTING SERVICE OR IN ANY MANNER OTHER THAN BY NEGOTIATION BETWEEN THE BROKER AND THE OWNER. BY SIGNING BELOW, OWNER ACKNOWLEDGES THAT HE HAS READ, UNDERSTANDS AND ACCEPTS ALL TERMS AND PROVISIONS CONTAINED HEREIN AND THAT HE HAS RECEIVED A COPY OF THIS LISTING.

Georgann	Accomando			Mario Acco	omando	
Print Name of Owner			Print Name of Owner			
Street	•		City/Town	-	State	Zip
			annarose5853	3@gr /il.com	annarose58	53@gmail.com
Phone	Fax	_	Owner's e-mail address			Date
Owner's Signature	<del></del> .	Date	Owner's Signature			Date
In consideration of Owner's repres accordance with this Listing and dissemination to the users of WAR	further agrees to provide	in this Listing de this Listing	Broker agrees to end for publication by a	leavor to effect a sa a local Board or A	de, rental, excha ssociation of R	inge, or option in EALTORS® and
KG Keller Williams Ariz	ona Livin, Rea <u>lt</u>	<u>Kerri</u> Firm e-ma	PearceRealto:	r@gmail.com	928-7	18-6211
		7			928-718-6	5215
Agent's Signature Kerri	Pearce	Date		Agent's Fax	<u>.x</u> ., , + 0 , 3	· · · · · · · · · · · · · · · · · · ·
Designated Broker			e	Lisa Ellio	tt	Date
File No.						





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Rev 7-1-13

### ACANELA DILOT SELLER AD

I Document updated: October 2021





Arizona law requires the seller to disclose material (important) facts about the property, even if you are not asked by the buyer or a real estate agent. These disclosure obligations remain even if you and the buyer agree that no Seller's Property Disclosure Statement ("SPDS") will be provided.

The SPDS is designed to assist ou the seller in makin, these legally required disclosures and to avoid inadvertent nondisclosures of material facts. To satisfy your disclosure obligations and protect yourself against alleged nondisclosure, you should complete the SPDS by answering all questions as truthfully and as thoroughly as possible. Attach copies of any available invoices, warranties, inspection reports, and leases, to ensure that you are disclosing accurate information. Use the blank lines to explain your answers. If you do not have the personal knowledge to answer a question, it is important not to guess -- use the blank lines to explain the situation.

If the buyer asks you about an aspect of the property, you have a duty to disclose the information, even if you do not consider the information material.\* You also have a legal duty to disclose facts when disclosure is necessary to prevent a previous statement from being misleading or misrepresented; for example, if something changes.

If ou do not make the legally required disclosures, you may be subject to civil liabilit. Under certain circumstances, nondisclosure of a fact is the same as saying that the fact does not exist. Therefore, nondisclosure may be given the same legal effect as fraud.

If you are using the Arizona Association of REALTORS® ("AAR") Vacant Land/Lot Purchase Contract, the seller is required to deliver "a completed AAR Vacant Land/Lot SPDS form to the Buyer within five (5) days after Contract acceptance." If the Seller does not provide the SPDS as the Contract requires, the Seller is potentially in breach of the Contract, thereby enabling the Buyer to cancel the transaction and receive the earnest money deposit.

By law, sellers are not obligated to disclose that the property is or has been: (1) a site of a natural death, suicide, homicide, or any other crime classified as a felony; (2) owned or occupied by a person exposed to HIV, or diagnosed as having AIDS or any other disease not known to be transmitted through common occupancy of real estate; or (3) located in the vicinity of a sex offender. However, the law does not protect a seller who makes an intentional misrepresentation. For example, if you are asked whether there has been a death on the property and you know that there was such a death, you should not answer "no" or "I don't know." Instead you should either answer truthfully or respond that you are not legally required to answer the question.

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### VACANT LAND/LOT SELLER'S PROPERTY SCLOSURE STATEMENT (SPDS) (To be completed by Seller)

Document updated: October 2021



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.



#### MESSAGE TO THE SELLER:

Sellers are obligated by law to disclose all known material (important) facts about the Property to the Buyer. The SPDS is designed to assist you in making these disclosures. If you know something important about the Property that is not addressed on the SPDS, add that information to the form. Prospective Buyers may rely on the information you provide.

INSTRUCTIONS: (1) Complete this form yourself. (2) Answer all questions truthfully and as fully as possible. (3) Attach all available supporting documentation. (4) Use explanation lines as necessary. (5) If you do not have the personal knowledge to answer a question, use the blank lines to explain. By signing below you acknowledge that the failure to disclose known material information about the Property may result in liability.

#### MESSAGE TO THE BUYER:

Although Sellers are obligated to disclose all known material (important) facts about the Property, there are likely facts about the Property that the Sellers do not know. Therefore, it is important that you take an active role in obtaining information about the Property.

INSTRUCTIONS: (1) Review this form and any attachments carefully. (2) Verify all important information. (3) Ask about any incomplete or inadequate responses. (4) Inquire about any concerns not addressed on the SPDS. (5) Review all other applicable documents, such as CCAR's, association bylaws, rules, and the title report or commitment. (6) Obtain professional inspections of the Property. (7) Investigate the surrounding area.

THE FOLLOWING ARE REPRESENTATIONS OF THE SELLER(S) AND ARE NOT VERIFIED BY THE BROKER(S) OR AGENT(S).

	PRO	PERT	AND OWNERSHIP			<u> </u>	
1	THIS	ISCLOS	SURE CONCERNS THE FOLL	OWING REAL PRO	PERTY: 0000 Hwy	≥ 68	<del></del> · - ·- <del></del>
2.			Golden Vall		AZ		86413
3.	COUN	ΓΥ:	TAX P	ARCEL NUMBER:			-
4.	ZONIN	G:	m	DATE	PURCHASED OR ACC	QUIRED:	
5	How di	d you ac	quire the Property?   Purcha	ase 🗆 inheritance l	☐Foreclosure ☐Gift	∐Other:	_
6	LEGAL	OWNE	R OF PROPERTY:				
7,	Is the F	roperty	located in an unincorporated a	area of the county?	□Yes □No		
8.			or fewer parcels of land oth			erred, the Self	er must furnish the Buyer
9.	with a	written	Affidavit of Disclosure in the	form required by l	aw.		
10.	To you	r knowle	dge, is the Property within a si	ubdivision approved	by the Arizona Departn	nent of Rea! Es	state? □Yes □No
11.	is the l	egal ow:	er(s) of the Property a Foreign	n Person pursuant to	the Foreign Investmen	it in Real Prope	erty
12.	Tax Ac	t (FIRPT	'A)? □Yes □No <b>if yes</b> , co	nsult a tax advisor:	mandatory withholdi	ng may apply.	
13.	Does t	he Prope	erty include any leased land?	∐Yes []No			
14.	It No. s	kip to lin	e 22				
15.	If yes,	s the lar	nd: □State □Federal □Pi	rivately owned 🔲 0	ther:		
16.	How m	any acre	es are leased?				_
17.	Expirat	ion date	of current lease?	(Attach a c	opy of the lease.)		
18.	is the F	Property	currently leased to a tenant? I	□Yes □No			
19.	If yes, o	expiration	date of current lease:	(Attac	h a copy of the lease.)		
20.	If any r	efundab	le deposits or prepaid rents are	e being held, by who	m and how much? Exp	lain:	
21.				<del></del>		-	
	YES	NO					
22.		173	Have you entered into any ag	rcement to transfer y	rour interest in the Prape	arty in any way,	, including lease renewals
23.			or options to purchase? Expl	_	<del></del> .	<del></del>	
24.			To your knowledge, is the Pr	operty subject to Co	venants, Conditions and	d Restrictions of	or deed restrictions?
25.			Explain:	_		<del></del>	<u> </u>
							<u> </u>
			Vacant Land/Lot S Copyright © 202	effer's Property Disclosure 11 Arizona Association of f	Statement (SPDS) • October REALTORS*, All rights reserve	2021 od. initials>	

### Vacant Land/Lot Seller's Property Disclosure Statement (SPDS) >>

YES	NO					
$\square$		Are you aware of any asso	ciation(s) governir	ng this Property?		
		If yes, membership in the a	association(s) is 🛚	]Mandatory []Volui	ntary	
		Association Name:		Contact Person:		Phone #:
		Association Name:		Contact Person:		Phone #:
		If yes, are there any fees?	How much? \$	<u> </u>	How often?	
			How much? \$		How often?	
		Are you aware of any asse	ssments affecting	this Property? (Check	ail that apply):	
		☐ Association assessment	🗆 Road maintei	nance 🗌 Sewer 🔲 W	/ater □Electric □C	ther
		If yes, the approximate bal	ance: \$	_	_	
		Are you aware of any prop	osed assessment	s)?		
		•	_		<u> </u>	
			ling or anticipated	disputes or litigation re	egarding the Property	or the association(s)?
			•	<u> </u>		
[1]	II.		e following records	ed against the Property	y? (Check ail that appl	y):
*						
<b>(</b> ")	П	· · · · · · · · · · · · · · · · · · ·		s Property? (Check all	I that apply):	
	_					
П	ΓT		ng or anticipated e	minent domain or cond	lemnation proceedings	regarding the Property?
LI		•	··g -· -··		, _	
:T	_	•	onment, impact, or	similar fees regarding	the Property?	
	<b></b> .		opinom,p,	g	, ,	
	n		ty is incated within	the boundaries of a Co	mmunity Facilities Dist	rict (CFD)?
		· · · · · · · · · · · · · · · · · · ·			•	, ,
		n jab, pranad manamin	•		_	
			-			
There	□is Ľ	is notlegal access to the Pro	perty, as defined in	A.R.S. §11-831 🔲 unk	cnown	
Explair	า;			·-		
						<del> </del>
There	[] is [	is notphysical access to t	he Property □ur	known		
Explair	n:			-		·
There	∏is ∫	$\square$ is nota statement from a	licensed surveyor o	or engineer available st	ating whether the Prop	erty has
physica	al acces	s that is traversable by a two-	vheel drive passen	ger motor vehicle		
The le	gal and	physical access to the Prope	rty ∃is ⊟is no	tthe same 🔲 unkn	own ⊟not applicable	e
Explair	n:		_			
_*-				<del></del>		<u>.                                    </u>
The ro	ad(s) [	🛚 is publicly maintained 🛛	privately maintain	ed 🗀 not maintaine	d 🔲 not applicable.	If applicable, there
	<b></b>					
If the	roads :	are not publicly maintained, i	t is the responsib	ility of the Property or	wner(s) to maintain th	e roads and roads that
are n	ot Impr	oved to county standards an	d accepted for ma	aintenance are not the	e county's responsibil	ity.
						>>
		.—.—. Vacant Land/Let S	letteris Property Disclos	ure Statement (SPDS) • Oct	 ober 2021	
		Copyright © 20	21 Arizona Association	of REALTORS*. All rights re-	served. Initials> '	
					(cyclinia)	BUYER BUYER
	ACCI There Explain There Explain The re Explain The re Cities The re	ACCESS There is Explain: There is physical acces The legal and Explain: The road(s) [ is is is not	Are you aware of any association Name: Association Name: If yes, are there any fees?  Are you aware of any association assessment if yes, the approximate ball if yes, exptain: Are you aware of any propositives, exptain: Are you aware of any pendication assessment if yes, exptain: Are you aware of any pendications in the image of	Are you aware of any association(s) is Sasociation Name: Association Name: Association Name: If yes, are there any fees? How much? \$Box How h	Are you aware of any association(s) governing this Property? If yes, membership in the association(s) is   Mandatory   Volu Association Name:   Contact Person:   Association Name:   Contact Person:   If yes, are there any fees? How much? \$   Are you aware of any assossments affecting this Property? (Check   Association assessment   Road maintenance   Sewer   Mit yes, exptain:   Are you aware of any proposed assessment(s)? If yes, exptain:   Are you aware of any pending or anticipated disputes or litigation or exptain:   Are you aware of any title issues affecting this Property? (Check all   Recorded easements   Use restrictions   Lot line disputes   Unrecorded easements   Use restrictions   Lot line disputes   Unrecorded easements   Use permits   Conservation easest   Explain:   Are you aware of any development, impact, or similar fees regarding   Explain:   Are you aware if the Property is located within the boundaries of a Cotti yes, provide the name of the CFD:  **Access**  There   is   Is notlegal access to the Property, as defined in A.R.S. §11-831   Unit   Explain:   There   Is   Is nota statement from a licensed surveyor or engineer available st physical access that is traversable by a two-wheel drive passenger motor vehicle The legal and physical access to the Property   is   is notthe same   unkn   Explain:   The road(s)   is publicly maintained   privately maintained   not maintained   International   International	Are you aware of any association(s) governing this Property? If yes, membership in the association(s) is   Mandatory   Voluntary   Association Name:   Contact Person:

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	USE_	the out	rrent use of the Property?
			s of the Property are you aware of?
	YES	NO	The dead the surred was conform with current zonion?
69.	[-]		To your knowledge, does the current use conform with current zoning?
70.	_		If no, Explain;
71.	[]		Are you aware of any improvements on the Property?
72.			Explain:
73.			Are you aware of any crops being grown on the Property?
74.			If yes, are the crops C Owner operated Tenant operated
75.			If yes, who has the right to harvest the crops and for what period of time? Explain:
76.			
77.	l"I		Are you aware of any livestock on the Property?
78.			If yes, are the livestock □:Owner operated □ Tenant operated □ Open range
	UTILI	TIES	
			LOWING SERVICES AVAILABLE TO THE PROPERTY?
	YES	МО	
80.	C1	Ü	Electricity:
81.		$\Box$	Fuel: Natural gas Propane Oil — — — — — —
82.		$\Box$	Cable:
83.			Internet:
84			Telephone:
85.			Garbage Collection:
86.	<u></u>		Irrigation:
87.		1.1	Are there any alternate power systems serving the Property? (If no, skip to line 99)
88.			If yes, indicate type (Check all that apply)
89.			☐ Solar ☐ Wind ☐ Generator ☐ Other
90.	_	_	Are you aware of any past or present problems with the alternate power system(s)?
91.	П		·
92.			Explain:
93.		Ш	Are any power systems serving the Property leased?
94.			Explain: (Attach copy of lease if available)
95.			If yes, provide name and phone number of the leasing company (Attach copy of lease if available)
96.			
97.			NOTICE TO BUYER: If the Property is served by a solar system, Buyer is advised to read all pertinent
98.			documents and review the cost, insurability, operation, and value of the system, among other items.
	WATI	:D	
	YES	NO	
99.			Is there a domestic water source to the Property?
		<u></u>	If yes, water source is: ☐ Public ☐ Private water company ☐ Private well ☐ Shared well ☐ Hauled water
100.			It water course is a private or shared well, or water can be used from springs, streams, lakes, ponds, reservoirs,
101. 102.			canyons, or ravines, complete and attach the DOMESTIC WATER WELL/ WATER USE ADDENDUM.
103.			if water source is public, a private water company, or hauled water, Provider is:
			>:
-			Vacant Land/Lct Soller's Property Disclosure Statement (SPDS) • October 2021
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TRANSACTIONS

	YES	NO	
104.			Are you aware of any past or present drinking water problems?
105.			Explain:
106.			· · · · · · · · · · · · · · · · · · ·
107.		[]	To your knowledge, is the Property in one of the following districts or areas? (Check all that apply):
108.			☐ Central Arizona Project (CAP) District 🔝 Irrigation Non-Expansion Area 🖾 Active Management Area
109.			Central Arizona Groundwater Replenishment District Other:
110.		$\Box$	Are you aware of any grandfathered water rights associated with the Property?
111.			If yes, □Type I □Type II □Irrigation
112.			Grandfathered Water Rights Certificate #
113.			What is the allotment? acre feet
114.			Number of irrigated acres
<b>1</b> 15.	ra		To your knowledge, does the Property have surface water rights? If yes, Certificate #
116. 117. 118.			NOTICE TO BUYER: If the Property is served by a well, private water company or a municipal water provider, the Arizona Department of Water Resources may not have made a water supply determination. For more information about water supply, or any of the above services, contact the provider.
	SEWI	ER/WA	STEWATER TREATMENT
	YES	NO	_ <del></del>
119.			Type of sewer: Public Private Planned and approved sewer system, but not connected None
120.			Name of Provider:
121.			is the Property served by an On-Site Wastewater Treatment Facility? (If no, skip to line 143)
122.			If yes, the Facility is: Conventional septic system CAlternative system; type:
123.			or;
124			Other:
125. 126.			NOTICE TO BUYER: Contact the appropriate governmental or private provider regarding the availability and cost of sewer connection.
127		П	If the Facility is an alternative system, is it currently being serviced under a maintenance contract?
128.			If yes, name of contractor: Phone #:
129.			Approximate year Facility installed: (Attach copy of permit)
130.		□	Are you aware of any repairs or alterations made to this Facility since original installation?
131.		—	Explain:
132.			
133.			Approximate date of last Facility inspection and/or pumping of septic tank:
134.			
135.			Are you aware of any past or present problems with the Facility? Explain:
136.	П		Are you aware of any site/soil evaluation (percolation or other tests) having been performed on the Property?
137.			If yes, when and by whom?
138. 139.			NOTICE TO SELLER AND BUYER: The Arizona Department of Environmental Quality (ADEQ) requires a pre-transfer inspection of on-site wastewater treatment facilities on re-sale properties.
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			Page 4 of / s for use by Kerri Pearce of EG Koller Williams Arizona Living Realty and their phone number 928-718- TRANSACTIO

		NOTICE TO BUYER: Cesspools have not been approved for use in Arizona since 1976. Current Arizona Department of Environmental Quality regulations on cesspools specifically prohibit their use for sewage disposal [R18-9-A309(A)(4) and R18-5-408(D)].
EN	VIRON	MENTAL INFORMATION
YES	s NO	
. Ц	l	Are you aware of the presence of any of the following on the Property, past or present? (Check all that apply):
		□ Asbestos □ Radon gas □ Mining operations □ Pesticides
		Underground storage tanks   Thuel/oil/chemical disposal or storage
		Explain:
	l []	Are you aware of the presence of any of the following in close proximity to Property, past or present? (Check all that apply):
		☐ Asbestos ☐ Radon gas ☐ Pesticides ☐ Underground storage tanks
		☐ Fuel/oil/chemical disposal or storage ☐ Other:
		Explain:
ŧ		Are you aware if the Property is located within any of the following? (Check all that apply):
		Superfund Water Quality Assurance Revolving Fund ("WQARF")
		Comprehensive Environmental Response Compensation and Liability Act ("CERCLA")
	1 🗆	Are you aware of any environmental assessments or studies having been performed on the Property?
		If yes, was the study a (Check all that apply): ☐Phase I ☐Phase II ☐Phase III ☐Other
		(Attach copies of the environmental assessment or study.)
n	1	Are you aware of any past or present issues or problems with any of the following on the Property? (Check all that apply):
		☐ Soil settlement/expansion ☐ Drainage/grade ☐ Erosion ☐ Fissures ☐ Other
		Explain:
[]	] 🗆	NOTICE TO BUYER: The Arizona Department of Real Estate provides earth fissure maps to any member of the public in printed or electronic format upon request and on its website at: <a href="www.azre.gov">www.azre.gov</a> Are you aware of any past or present issues or problems in close proximity to the Property related to any of
	ı 🗆	NOTICE TO BUYER: The Arizona Department of Real Estate provides earth fissure maps to any member of the public in printed or electronic format upon request and on its website at: <a href="www.azre.gov">www.azre.gov</a> Are you aware of any past or present issues or problems in close proximity to the Property related to any of the following? (Check all that apply):  Soil settlement/expansion  Drainage/grade  Erosion  Fissures  Other
		NOTICE TO BUYER: The Arizona Department of Real Estate provides earth fissure maps to any member of the public in printed or electronic format upon request and on its website at: <a href="www.azre.gov">www.azre.gov</a> Are you aware of any past or present issues or problems in close proximity to the Property related to any of the following? (Check all that apply):  Soil settlement/expansion Drainage/grade Erosion Fissures Other Explain:  Are you aware if the Property is subject to any present or proposed effects of any of the following? (Check all that apply): Airport noise Traffic noise Rail line noise Neighborhood noise Toxic waste disposal Odors Nuisances Sand/gravel operations Other Explain:  Explain:
		NOTICE TO BUYER: The Arizona Department of Real Estate provides earth fissure maps to any member of the public in printed or electronic format upon request and on its website at: <a href="www.azre.gov">www.azre.gov</a> Are you aware of any past or present issues or problems in close proximity to the Property related to any of the following? (Check all that apply):  Soil settlement/expansion Drainage/grade Erosion Fissures Other Explain:  Are you aware if the Property is subject to any present or proposed effects of any of the following? (Check all that apply): Airport noise Traffic noise Rail line noise Neighborhood noise Toxic waste disposal Odors Nuisances Sand/gravel operations Other Explain:  Are you aware of any portion of the Property being situated on or in close proximity to a closed landfill? Explain:
		NOTICE TO BUYER: The Arizona Department of Real Estate provides earth fissure maps to any member of the public in printed or electronic format upon request and on its website at: <a href="www.azre.gov">www.azre.gov</a> Are you aware of any past or present issues or problems in close proximity to the Property related to any of the following? (Check all that apply):  Soil settlement/expansion
		NOTICE TO BUYER: The Arizona Department of Real Estate provides earth fissure maps to any member of the public in printed or electronic format upon request and on its website at: <a href="www.azre.gov">www.azre.gov</a> Are you aware of any past or present issues or problems in close proximity to the Property related to any of the following? (Check all that apply):  Soil settlement/expansion  Drainage/grade  Erosion  Fissures  Other  Explain:  Are you aware if the Property is subject to any present or proposed effects of any of the following? (Check all that apply):  Airport noise  Traffic noise  Rail line noise  Neighborhood noise  Toxic waste disposal  Odors  Nuisances  Sand/gravel operations  Other  Explain:  Are you aware of any portion of the Property being situated on or in close proximity to a closed landfill?  Explain:  Are you aware of any conditions that make the Property subject to any of the following ordinances or regulations? (Check all that apply):
		NOTICE TO BUYER: The Arizona Department of Real Estate provides earth fissure maps to any member of the public in printed or electronic format upon request and on its website at: <a href="www.azre.gov">www.azre.gov</a> Are you aware of any past or present issues or problems in close proximity to the Property related to any of the following? (Check all that apply):  Soil settlement/expansion  Drainage/grade  Erosion  Fissures  Other  Explain:  Are you aware if the Property is subject to any present or proposed effects of any of the following? (Check all that apply):  Airport noise  Traffic noise  Rail line noise  Neighborhood noise  Toxic waste disposal  Odors  Nuisances  Sand/gravel operations  Other  Explain:  Are you aware of any portion of the Property being situated on or in close proximity to a closed landfill?  Explain:  Are you aware of any conditions that make the Property subject to any of the following ordinances or regulations? (Check all that apply):
<b>C</b>		NOTICE TO BUYER: The Arizona Department of Real Estate provides earth fissure maps to any member of the public in printed or electronic format upon request and on its website at: <a href="www.azre.gov">www.azre.gov</a> Are you aware of any past or present issues or problems in close proximity to the Property related to any of the following? (Check all that apply):  Soil settlement/expansion  Drainage/grade  Erosion  Fissures  Other  Explain:  Are you aware if the Property is subject to any present or proposed effects of any of the following? (Check all that apply):  Airport noise  Traffic noise  Rail line noise  Neighborhood noise  Toxic waste disposal  Odors  Nuisances  Sand/gravel operations  Other  Explain:  Are you aware of any portion of the Property being situated on or in close proximity to a closed landfill?  Explain:  Are you aware of any conditions that make the Property subject to any of the following ordinances or regulations? (Check all that apply):  Hillside  Erosion control  Native plant/animal species preservation  Natural area open space requirement  Wetlands area  Critical habitat
<b>C</b>		NOTICE TO BUYER: The Arizona Department of Real Estate provides earth fissure maps to any member of the public in printed or electronic format upon request and on its website at: <a href="www.azre.gov">www.azre.gov</a> Are you aware of any past or present issues or problems in close proximity to the Property related to any of the following? (Check all that apply):  Soil settlement/expansion Drainage/grade Erosion Fissures Other Explain:  Are you aware if the Property is subject to any present or proposed effects of any of the following? (Check all that apply): Airport noise Traffic noise Rail line noise Neighborhood noise Toxic waste disposal Odors Nuisances Sand/gravel operations Other Explain: Are you aware of any portion of the Property being situated on or in close proximity to a closed landfill? Explain: Are you aware of any conditions that make the Property subject to any of the following ordinances or regulations? (Check all that apply): Hillside Frosion control Native plant/animal species preservation Natural area open space requirement

78, 79, 30, 31, 32,			NOTICE TO SELLER AND BUYER: Pursuant to Arizona Law a Seller shall provide a written disclosure to the Buyer if the Property is located in territory in the vicinity of a military airport or ancillary military facility as delineated on a map prepared by the State Land Department. The Department of Real Estate also is obligated to record a document at the County Recorder's Office disclosing if the property is under restricted air space and to maintain the State Land Department Military Airport Map on its website at: <a href="https://www.ezre.gov">www.ezre.gov</a> .
	YES	NO	
33.			Are you aware if any portion of the Property is in a flood way or flood plain?
34.		_	Explain: Are you aware of any portion of the Property ever having been flooded?
35. 36.			Explain:
37. 38. 39. 90. 91. 92. 93. 94. 95. 96. 97. 98.			NOTICE TO BUYER: Your mortgage lender [may] [will] require you to purchase flood insurance in connection with your purchase of this property. The National Flood Insurance Program provides for the availability of flood insurance and establishes flood insurance policy premiums based on the risk of flooding in the area where properties are located. Changes to federal law (The Biggert-Waters Flood Insurance Reform Act of 2012 and the Homeowner Flood Insurance Affordability Act of 2014, in particular) will result in changes to flood insurance premiums that are likely to be higher, and in the future may be substantially higher, than premiums paid for flood insurance prior to or at the time of sale of the property. As a result, purchasers of property should not rely on the premiums paid for flood insurance on this property previously as an indication of the premiums that will apply after completion of the purchase. In considering purchase of this property you should consult with one or more carriers of flood insurance for a better understanding of flood insurance coverage, current and anticipated future flood insurance premiums, whether the prior owner's policy may be assumed by a subsequent purchaser of the property, and other matters related to the purchase of flood insurance for the property. For more information about flood insurance as it relates to this property, you may also wish to contact the Federal Emergency Management Agency (FEMA) at: <a href="https://www.fema.gov/national-flood-insurance-program">https://www.fema.gov/national-flood-insurance-program</a> .
	MISC	ELLA	NEOUS
	YES	NO	NEOUS
01			NEOUS  Are you aware of any survey of the Property by a licensed surveyor having been performed? If yes, when and
02.	YES	NO	NEOUS  Are you aware of any survey of the Property by a licensed surveyor having been performed? If yes, when and by whom? (Attach surveyor's plat map)
02. 03.	YES	<b>NO</b>	Are you aware of any survey of the Property by a licensed surveyor having been performed? If yes, when and by whom? (Attach surveyor's plat map) If yes, is the survey recorded?
02. 03. 04.	YES	NO	NEOUS  Are you aware of any survey of the Property by a licensed surveyor having been performed? If yes, when and by whom?  ———————————————————————————————————
02. 03.	YES	<b>NO</b>	Are you aware of any survey of the Property by a licensed surveyor having been performed? If yes, when and by whom? (Attach surveyor's plat map) If yes, is the survey recorded?  Are you aware of any archeological features or artifacts on the Property?
02. 03. 04. 05. 06.	YES	п П	Are you aware of any survey of the Property by a licensed surveyor having been performed? If yes, when and by whom?
02. 03. 04. 05. 06. 07.	YES	п П	Are you aware of any survey of the Property by a licensed surveyor having been performed? If yes, when and by whom? (Attach surveyor's plat map) If yes, is the survey recorded?  Are you aware of any archeological features or artifacts on the Property?  Explain:  Are you aware of any archeological study having been performed on the Property?
02. 03. 04. 05. 06. 07.	YES  III  III  III  III  III	no 	Are you aware of any survey of the Property by a licensed surveyor having been performed? If yes, when and by whom?
02. 03. 04. 05. 06. 07. 08.	YES  III  III  III  III  III	NO	Are you aware of any survey of the Property by a licensed surveyor having been performed? If yes, when and by whom?  [If yes, is the survey recorded?  Are you aware of any archeological features or artifacts on the Property?  Explain:  Are you aware of any archeological study having been performed on the Property?  If yes, when and by whom?  Are you aware of any endangered species on the Property? Explain:  Are you aware of any endangered species studies having been performed on the Property? If yes, when and
02. 03. 04. 05. 06. 07. 09.	YES  a a a a	NO	Are you aware of any survey of the Property by a licensed surveyor having been performed? If yes, when and by whom?
02. 03. 04. 05. 06. 07. 08. 10.	YES  II  II  II  II  II  II  II  II  II	no 	Are you aware of any survey of the Property by a licensed surveyor having been performed? If yes, when and by whom?  [If yes, is the survey recorded?  Are you aware of any archeological features or artifacts on the Property?  Explain:  Are you aware of any archeological study having been performed on the Property?  If yes, when and by whom?  Are you aware of any endangered species on the Property? Explain:  Are you aware of any endangered species studies having been performed on the Property? If yes, when and
02. 03. 04. 05. 06. 09. 10. 11.	YES  III  III  III  III  III  III  III		Are you aware of any survey of the Property by a licensed surveyor having been performed? If yes, when and by whom?
02. 03. 04. 05. 06. 07. 08. 09. 10. 11.	YES  a a a a	NO	Are you aware of any survey of the Property by a licensed surveyor having been performed? If yes, when and by whom?
02. 03. 04. 05. 06. 09. 10. 11. 12. 14.	YES  III  III  III  III  III  III  III		Are you aware of any survey of the Property by a licensed surveyor having been performed? If yes, when and by whom?
02. 03. 04. 05.	YES  III  III  III  III  III  III  III		Are you aware of any survey of the Property by a licensed surveyor having been performed? If yes, when and by whom?

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TRANSACTIONS

VEC	NO			<u> </u>								
YES		i, Becase	any other int	ere un bron	ZO MODERNIE	o tha Ses	oprio il satu	mioht affar t	the decisi	or of a bi	ver to buy	i, or affect
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		ine valu	e of the Prop	enty, or a	neutren	поразку в	use uy a ນ	uyer: Espi	Ç.,			
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Geor Review	wed and	Accoma Lupdated	indo : Initials: DGMENT: Bi	uver ackr	nowledge\$	sell	Mario ER nformation	Accoma  in  contained	ndo o/da/ਪੁਜ਼ੇ herein is b	- ased only	on the Se	eiler's actu
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Page 7 of 7

This contract is for use by Kerzi Pearce of KG Keller Williams Azizona Living Realty and their phone number 928-718-6211 PLTFSCMOT0103

# REAL ESTATE AGENCY DISCLOSURE AND ELECTION

Document updated: January 2009

The pre-printed partion of this form has been drafted by the Arizona Association of REALTORS®. Any change ir. 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, lax or other professional advice, please consult your attorney, tax agvisor or professional consultant.



	1. Firm Name ("Broker")	KG Keller	Williams Ari	zona_Living Realty
	acting through	Kerri Pea	rce .	hereby makes the following disclosure.
	DISCLOSURE	· 	<del>.</del>	
3. 4. 5.	a discussion with a real estate bro- relationship or representation they w	iker or liconsee affiliated with a ill have with the broker in the tran	broker, the Seller a saction.	nant (hereinafter referred to as "Buyer") enters into not the Buyer should understand what type of agency
6. 7. 8. 9. 10. 11.	situations, the Buyer's bro rendered, either in full or in p a) A Buyer's broker has the	iker is not representing the S part, from the Seller or through the floudary duties of loyally, obedi represented by broker may o	eller, even if the Bi e Selter's broker: ence, disclosure, conf	Buyer to act as the broker for the Buyer. In these uyer's broker is receiving compensation for services identiality, and accounting in dealings with the Buyer, son, or acquire an interest in the same or similar
12. 13. 14.	<ul> <li>Other potential Sellers re</li> </ul>	fictionary duties of loyalty, obedi apresented by broker may list pro	ence, disclosure, conf perties that are simila	dentiality, and accounting in dealings with the Seiler. r to the property that Seller is selling.
15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29	licensees within the same knowledge and informed or represents both the Buyer at a). The broker will not, with stated in the listing or the b). There will be conflicts it be made only with writter Regardless of who the Broker rap Broker's duties and shall be truthful affect the consideration to be paid a property is or has been: (1) the person exposed to HIV, or diagnose estate; or (3) located in the vicinity offers as confidential unless there is	brokerage firm, can legally re- consent of both the Seller and notice Seller, with limitations of the notice Seller, with limitations of the notice Seller, with limitations of the notice Seller, with limitations of the modules of loyally, obedien the authorization, resemble in the transaction, the leand honest to both the Buyer by any party. Pursuant to A.R.S site of a natural death, suicide, see as having AIDS or any other or a sex offenoor. Sellers or a a-confidentiality agreement between	the Buyer. In these the Buyer, In these to the other party terms other than offect, disclosure and of Broker shall exercise and Selfer and shall as \$32-2156, Selfers, homicide, or any cried disease not known Sellers' representative een the parties.	that the Selter will accept a price or terms other than red. Infidentiality. Disclosure of confidential information may be reasonable skill and care in the performance of the disclose all known facts which maturially and adversely bessers and Brokers are not obligated to disclose that me classified as a felony; (2) owned or occupied by a to be transmitted through common occupancy of real as may not treat the existence, terms, or conditions of
30. 31. 32.	RESPONSIBILITY TO PROTECT AGREEMENTS TO ENSURE THAT ELECTION	THEIR OWN INTERESTS. THE DOCUMENTS ADEQUATE	THE SELLER AND ELY EXPRESS THEIR	ELIEVE THE SELLER OR THE BUYER FROM THE THE BUYER SHOULD CAREFULLY READ ALL UNDERSTANDING OF THE TRANSACTION.
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39. 40. 41. 42. 43. 44.	represent the Buyer as Suyer's life represent the Seller as Seller's Show Seller's property to Buyer provided that Buyer co.	Broker. Broker. ers represented by Broker's fil	rm and Soller agree: ation, in the event o	gned elects to have the Broker (check any that apply):  s that Broker shall act as agent for both Seller and of a purchase, Buyer's and Seller's informed consent
45.	<u> </u>			s document is not an employment agreement.
46. 47.	WE ACKNOWLEDGE RECEIPT O  Georgann Accomando	F. COPY OF THIS DISCLOSU	Mario Acc	comando
•••	* PRORE NAME	- ····	* PRINT NAME	······································
48.	* SIGNED	MO-ī	DAYR * SIGNED	MO/DAYR
	Real Estate Agency Discrosure and	Ere tion - Updated: January 2009 - Copyrig	ht © 2009 Arizona Associatio	of REALTORS®. All rights reserved.

Instanet

This contract is for use by Karri Pearce of RG Keller Williams Arizona Living Realty and their phone number 928-719-6211



### WIRE FRAUD ADVISORY

Criminals are targeting social media and email to steal information. This is particularly common in real estate transactions because sensitive data, including social security numbers, bank account numbers, and wire instructions are often sent by electronic means. We do not want you to be the next victim of wire fraud. Money wired to a fraudulent account is stolen money that typically cannot be recovered. Additionally, there is generally no insurance for this loss. You may never get the money back.

### PROTECT YOURSELF

### DO NOT TRUST EMAILS CONTAINING WIRE INSTRUCTIONS

If you receive an email containing wire transfer instructions, immediately call
your escrow officer to ensure the validity of the instructions.

### DO NOT TRUST EMAILS SEEKING PERSONALIFINANCIAL INFORMATION

• If you receive an email requesting personal/financial information or asking you to download, click on a link, send, and/or do anything that may seem unusual to you, call your escrow officer immediately prior to acting on the suspicious email to verify the validity of the email.

### TRUST YOUR SOURCE OF INFORMATION

- Never direct, accept or allow anyone in the transaction to consent to receiving transfer instructions without a direct personal telephone call to the individual allegedly providing the instructions.
- It is imperative that this call be made to a number obtained in person from the individual or through other reliable means, not from a number provided in the email or the wiring instructions.

#### ONLINE RESOURCES:

There are many online sources that can provide useful information regarding similar topics including, but not limited to, the following sites:

The Federal Bureau of Investigation @ htt: s://www.fbi...ov/scams-and-safety

The Internet Crime Complaint Center @ www.ic3...ov

The National White Collar Crime Center @ htt..s://www.nw3c.or //services/research/cyber-crime-links On Guard Online @ www.onguardonline.gov

Consumer Financial Protection Bureau (CFPB) @ <a href="https://www.consumerfinance.gov/about-us/bloc/mort\_a\_e-closinc-scams-how-\_rotect-vourself-and-vour-closing-funds/">https://www.consumerfinance.gov/about-us/bloc/mort\_a\_e-closinc-scams-how-\_rotect-vourself-and-vour-closing-funds/</a>

AFKILA
AND
<b>NOTIFY</b>

Before you wire funds to any party (including your lawyer, title agent, mortgage broker, or real estate agent) personally meet them or call a verified telephone number (not the telephone number in the email) to confirm before you act!

Immediately notify your banking institution and Settlement/Title Company if you are a victim of wire fraud.

The undersigned acknowledges receipt of this Wire Fraud Advisory.

Georgann Accomando Name	·		Mario Acc Name	omando		
Signature	Date	-	Signature	<del></del>	Dat	e

This contract is for use by Xerri Pearce of RG Keller Williams Arizona Living Realty and their phone number 928-715-

Instanet. A

**Electronically Filed** 8/31/2022 2:00 PM Steven D. Grierson CLERK OF THE COURT

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IN THE EIGHTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA IN AND FOR THE COUNTY OF CLARK

GEORGANN ROSE ACCOMANDO,

Plaintiff(s),

VS.

MARIO ACCOMANDO,

Defendant(s),

Case No: D-21-628915-D

Dept No: M

### CASE APPEAL STATEMENT

1. Appellant(s): Mario Accomando

2. Judge: Amy M. Mastin

3. Appellant(s): Mario Accomando

Counsel:

Mario Accomando 8546 Procyon St. Las Vegas, NV 8 9139

4. Respondent (s): Georgann Rose Accomando

Counsel:

Maria L. Milano, Esq. 3365 Pepper Ln., Ste 102 Las Vegas, NV 89120

D-21-628915-D

-1-

Case Number: D-21-628915-D

- 1 1	
2	5. Appellant(s)'s Attorney Licensed in Nevada: N/A Permission Granted: N/A
3 4	Respondent(s)'s Attorney Licensed in Nevada: Yes Permission Granted: N/A
5	6. Has Appellant Ever Been Represented by Appointed Counsel In District Court: No
6	7. Appellant Represented by Appointed Counsel On Appeal: N/A
7	8. Appellant Granted Leave to Proceed in Forma Pauperis**: N/A  **Expires 1 year from date filed
8	Appellant Filed Application to Proceed in Forma Pauperis: No  Date Application(s) filed: N/A
10	9. Date Commenced in District Court: June 11, 2021
11	10. Brief Description of the Nature of the Action: DOMESTIC - Marriage Dissolution
12	Type of Judgment or Order Being Appealed: Divorce Decree
13	11. Previous Appeal: Yes
14	Supreme Court Docket Number(s): 83716, 84097, 84415
15 16	12. Case involves Child Custody and/or Visitation: Custody Appeal involves Child Custody and/or Visitation: Custody
17	13. Possibility of Settlement: Unknown
18	Dated This 31 day of August 2022.
19	Steven D. Grierson, Clerk of the Court
20	
21	/s/ Heather Ungermann
22	Heather Ungermann, Deputy Clerk 200 Lewis Ave
23	PO Box 551601
24	Las Vegas, Nevada 89155-1601 (702) 671-0512
25	
26	cc: Mario Accomando
27	

### 9/6/2022 1:06 PM Steven D. Grierson DISTRICT COURT CLERK OF THE COURT CLARK COUNTY, NEVADA 2 \*\*\* 3 Georgann Rose Accomando, Plaintiff Case No.: D-21-628915-D 4 Mario Accomando, Defendant. Department M 5 6 **NOTICE OF HEARING** 7 Please be advised that the Plaintiff's Motion for An Order to Show Cause Regarding 8 Contempt and the Imposition of Sanctions for Defendant's Failure to Comply with Terms 9 of Decree of Divorce in the above-entitled matter is set for hearing as follows: 10 Date: October 13, 2022 11 Time: 10:30 AM 12 Location: Courtroom 04 Family Courts and Services Center 13 601 N. Pecos Road Las Vegas, NV 89101 14 15 NOTE: Under NEFCR 9(d), if a party is not receiving electronic service through the Eighth Judicial District Court Electronic Filing System, the movant requesting a 16 hearing must serve this notice on the party by traditional means. 17 18 STEVEN D. GRIERSON, CEO/Clerk of the Court 19 By: /s/ Cecilia Dixon 20 Deputy Clerk of the Court 21 CERTIFICATE OF SERVICE 22 I hereby certify that pursuant to Rule 9(b) of the Nevada Electronic Filing and Conversion 23 Rules a copy of this Notice of Hearing was electronically served to all registered users on this case in the Eighth Judicial District Court Electronic Filing System. 24 25 By: /s/ Cecilia Dixon

**Electronically Filed** 

Deputy Clerk of the Court

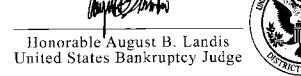
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Electronically Filed 9/6/2022 2:04 PM Steven D. Grierson CLERK OF THE COURT

```
1 NOTC
  MARIA L. MILANO, ESQ.
Nevada Bar No. 7121
  REZA ATHARI & ASSOCIATES
3 A Multi-jurisdictional Law Firm
  3655 Pepper Lane, Suite 102
4 Las Vegas, Nevada 89120
  Tel: (702)727-7777
5 Fax: (702)458-8508
  Email: mariamilano@atharilaw.com
6 Attorney for Plaintiff,
  GEORGANN ROSE ACCOMANDO
7 ,
                     DISTRICT COURT, FAMILY DIVISION
8
                           CLARK COUNTY, NEVADA
  GEORGANN ROSE ACCOMANDO,
10
                       Plaintiff,
11
                                            CASE NO: D-21-628915-D
  vs.
                                            DEPT NO: M
12
  MARIO ACCOMANDO,
13
                       Defendant.
14
15
                NOTICE OF ORDER FOR THE DEBTOR'S MOTION
16
              ON THE VOLUNTARY DISMISSAL OF CHAPTER 13 CASE
17
        PLEASE TAKE NOTICE that an Order for Debtor's Motion on the
18
19 Voluntary Dismissal of Chapter 13 Case was Granted in case no. BK-22-
20 12097-ABL of the United States Bankruptcy Court of the District of
21 Nevada and was entered on September 1, 2022, a true and correct copy
22 is attached hereto.
       DATED this ____ day of September,
23
                                  By:
24
                                        MARIA L. MILANO, Esq.
25
                                        Nevada Bar # 7121
                                        REZA ATHARI & ASSOCIATES, PLLC
26
                                        A Multi-Jurisdictional Firm
                                        3365 Pepper Lane, Suite #102
27
                                        Las Vegas, NV 89120
                                        Attorney for Plaintiff
28
                                        GEORGANN ACCOMANDO
```

## CERTIFICATE OF SERVICE 1 I declare under penalty of perjury that I am over the age of 2 eighteen (18) years, and I am not a party to, nor interested in, this action. On the \_\_\_\_ th day of September, 2022, I served a true and correct copy of NOTICE OF ORDER FOR THE DEBTOR'S MOTION ON THE VOLUNTARY DISMISSAL OF CHAPTER 13 CASE was sent to the party listed below via electronic service through the Eighth Judicial District Court's Odyssey E-File and Serve System, as fellows: 9 Mario Accomando 10 8546 Procyon St. Las Vegas, Nevada 89139 ninaa1948@yahoo.com Defendant in Proper Person 13 Employee of Reza Athari & Associates 14 15 16 17 18 19 20 21 22 23 24 25 26 27



Entered on Docket September 01, 2022

Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address.	I FOR COURT USE GML
Mario Accomando dba MGN Trust 3546 Procyon Avenue Eas Vegas, NV. 89139 ,773) 308-5041 ninaa1948@yahoo.com	
X Individual appearing without attorney Attorney for:	
	ANKRUPTCY COURT OF NEVADA
in re:	CASE NO.: 22-12097-ab1 CHAPTER 13
MARIO ACCOMANDO dba MGN TRUST	ORDER FOR THE DEBTOR'S MOTION ON THE VOLUNTARY DISMISSAL OF CHAPTER 13 CASE
Debtor(s).	[No Hearing Required]
Debtor's motion for an ORDER to voluntarily dism	niss the above-entitled bankruptcy case pursuant to 11 U.S.C.
1307(b) and LBR 3015-1(q)(1) is GRANTED	inos tilo accord attatica battituapie, euce percentita ( . e. e. e. e.
Debtor's motion for an ORDER to voluntarily dism 1307(b) and LBR 3015-1(q)(1) is DENIED	niss the above-entitled bankruptcy case pursuant to 11 U.S.C.
is GRANTED. A status check hearing of the appe	nding the Debtor's appeal in the Nevada Supreme Court eal will be held in days on the day of time the Court will determine to further extend it's case or

3. IT IS ORDERED AS STATED ABOVE	= on this day of	, 2022 .
Honorable August B. Landis United States Bankruptcy Judge		

28.

Electronically Filed 9/6/2022 2:18 PM Steven D. Grierson CLERK OF THE COURT

l	MARIA I. MILANO, ESQ. Nevada Bar #8064	Dump. Dilli
2	REZA ATHARI & ASSOCIATES, PLLC 3365 Pepper Ln., Suite 102	
3.	Las Vegas, NV 89120	E0 0E00
4		58-85U8
5	Attorney for Plaintiff, GEORGANN ROSE ACCOMMANDO	
6	DISTRICT COURT, 1	FAMILY DIVISION
7	CLARK COUN	TY, NEVADA
8	GEORGANN ROSE ACCOMMANDO,	) ) CASE NO.: D-21-628915-D
9		) DEPT. NO.: M
10	VS.	CERTIFICATE OF SERVICE
11,	MARIO ACCOMMANDO, Defendant	)
12	berendant	)
13	I HEREBY CERTIFY that, in ac	cordance with Rule 5(b) of the
14	Nevada Rules of Civil Procedure,	on this 6th day of September, 2022
15	I served a true and correct copy	of plaintiff's motion for an order
16	TO SHOW CAUSE REGARDING CONTEMPT	AND THE IMPOSITION OF SANCTIONS
17	FOR DEFENDANT'S FAILURE TO COMPLY	WITH TERMS OF DECREE OF DIVORCE
18	and NOTICE OF HEARING addressed t	o the following:
19	· [] Via US Mail by placing said	document in a sealed envelope
20	with postage prepaid (N.R.C.P. 5(	b))
21	<ul><li>x Via Electronic Filing (N.E.F</li><li>X Via Electronic Service (N.E.</li></ul>	
22	Mario Accomando	
23	8546 S. Procyon St. Las Vegas, Nevada 89139	
24	<u>ninaa1948@yahoo.com</u> Defendant in Proper Per	son
25	• ·	son
26	An Emolo	Ass of Arthur Rociales
27		

### 9/6/2022 1:06 PM Steven D. Grierson DISTRICT COURT CLERK OF THE COURT 1 CLARK COUNTY, NEVADA 2 \*\*\* 3 Georgann Rose Accomando, Plaintiff Case No.: D-21-628915-D 4 Department M Mario Accomando, Defendant. 5 6 NOTICE OF HEARING 7 Please be advised that the Plaintiff's Motion for An Order to Show Cause Regarding 8 Contempt and the Imposition of Sanctions for Defendant's Failure to Comply with Terms 9 of Decree of Divorce in the above-entitled matter is set for hearing as follows: 10 Date: October 13, 2022 11 Time: 10:30 AM 12 Courtroom 04 Location: Family Courts and Services Center 13 601 N. Pecos Road Las Vegas, NV 89101 14 NOTE: Under NEFCR 9(d), if a party is not receiving electronic service through the 15 Eighth Judicial District Court Electronic Filing System, the movant requesting a 16 hearing must serve this notice on the party by traditional means. 17 18 STEVEN D. GRIERSON, CEO/Clerk of the Court 19 By: /s/ Cecilia Dixon 20 Deputy Clerk of the Court 21 CERTIFICATE OF SERVICE 22 I hereby certify that pursuant to Rule 9(b) of the Nevada Electronic Filing and Conversion 23 Rules a copy of this Notice of Hearing was electronically served to all registered users on this case in the Eighth Judicial District Court Electronic Filing System. 24 25 By: /s/ Cecilia Dixon 26 Deputy Clerk of the Court 27 28

Electronically Filed

Electronically Filed 8/29/2022 8:58 AM Steven D. Grierson CLERK OF THE COURT

1 MOT
 MARIA L. MILANO, ESQ.
2 Nevada Bar # 7121
 REZA ATHARI & ASSOCIATES, PLLC
3 3365 Pepper Ln., Suite 102
 Las Vegas, NV 89120
4 Tel: (702) 727-7777 Fax: (702) 458-8508
 mariamilano@atharilaw.com
 Attorney for Plaintiff,
 GEORGANN ACCOMANDO

DISTRICT COURT, FAMILY DIVISION

CLARK COUNTY, NEVADA

GEORGANN ACCOMANDO,

Plaintiff,

VS.

MARIO ACCOMANDO,

Defendant,

Defendant,

ORAL ARGUMENT REQUESTED

PLAINTIFF'S MOTION FOR AN ORDER TO SHOW CAUSE REGARDING CONTEMPT AND THE IMPOSITION OF SANCTIONS FOR DEFENDANT'S FAILURE TO COMPLY WITH TERMS OF DECREE OF DIVORCE

NOTICE: YOU ARE REQUIRED TO FILE A WRITTEN RESPONSE TO THIS MOTION WITH THE CLERK OF THE COURT AND TO PROVIDE THE UNDERSIGNED WITH A COPY OF YOUR RESPONSE WITHIN FOURTEEN (14) DAYS OF THE RECEIPT OF THIS MOTION. FAILURE TO FILE A WRITTEN RESPONSE WITH THE CLERK OF COURT WITHIN FOURTEEN (14) DAYS OF YOUR RECEIPT OF THIS MOTION MAY RESULT IN THE REQUEST FOR RELIEF BEING GRANTED BY THE COURT WITHOUT A HEARING PRIOR TO THE SCHEDULED HEARING DATE.

COMES NOW, Plaintiff, GEORGANN ACCOMANDO, by and through her attorney of record, MARIA L. MILANO, ESQ., of REZA ATHARI & ASSOCIATES and hereby submits the present Motion and Notice of Motion for an Order to Show Cause Regarding Contempt and the Imposition of Sanctions For Defendant's Failure to Comply with the Terms of the Decree of Divorce. Specifically, Plaintiff hereby moves this Court to enter its orders granting the following

relief:

- That Defendant be found in contempt of the terms of the 1. Decree of Divorce:
- That sanctions be imposed against the Defendant for his 2. failure to comply with the terms of the Decree of Divorce;
- That Plaintiff be awarded exclusive possession of the Procyon 3. Street address so that she may prepare and maintain it for sale;
- That appropriate law enforcement be ordered to remove the 4. Defendant from the Procyon Street address should he not voluntarily leave the premises;
- That Plaintiff be allowed to change the locks on the Procyon 5. Street address for her own safety;
- That the Court issue an order for Chase Bank to transfer one half of the proceeds that were on deposit on March 7, 2022 into Plaintiff's bank account without the consent of the Defendant.
- That NRCP 70 be applied so that all listing, sale and conveyance documents for the real properties ordered sold and transferred be signed by the Clerk of the Court in place of the Defendant;
  - For an award of attorney's fees and costs; 8.
- For such other relief the Court deems just and proper. 9. This Motion is made and based upon EDCR 3.60, the papers and pleadings on file herein, the Points and Authorities submitted herewith

as well as any Affidavits attached hereto, and any oral argument of

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Page 2 of 15

1	counsel allowed at the time of the hearing of this matter.
2	DATED this $29$ day of $A_{00}$ , $a_{01}$ , 2022.
3	REZA ATHARI & ASSOCIATES
4	
5	MARIA L. MILANO, ESQ.
6	Ne∜ada Bar No. 7121
	3365 Peppr Lane, Suite 102 Las Vegas, Nevada 89120
7	Attorney for Plaintiff, GEORGANN ACCOMANDO
8	
9	
10	NOTICE OF MOTION
11	TO: ALL INTERESTED PARTIES;
12	PLEASE TAKE NOTICE that the Plaintiff will bring the foregoing
13	<del> </del>
14	Motion for hearing on the day of , 2022, at the hour
15	ofm. or as soon thereafter as the matter can be
16	heard before Department M in the Family Court of the Eighth
17	Judicial District Court, Clark County, Nevada.
18	DATED this day of , 2022.
19	REZA ATHARI & ASSOCIATES
20	
21	MARIA L. MILANO, ESQ.
22	Nevada Bar No. 7121 3365 Pepper Lane, Suite 102
23	Las Vegas, Nevada 89120
24	Tel: 702-727-7777 Fax: 702-458-8508
	Email: mariamilano@atharilaw.com Attorneys for Plaintiff,
25	GEORGANN ACCOMANDO
26	
27	
28	Page 3 of 15

### POINTS AND AUTHORITIES

I

### STATEMENT OF FACTS

On July 6, 2022 this Court entered a Decree of Divorce in above entitled case adjudicating the division of assets and awarding Plaintiff alimony.

Specifically the Court ordered the Defendant to do the following:

- Provide Plaintiff's Counsel a copy of the Chase Bank 1. 11 statement for March, 2022, that is held in minor child, Nina 12 Accomando's name;
  - Defendant was to transfer one-half of the amount that was 2. on deposit on March 7, 2022 in said Chase bank account into Plaintiff's account:
  - Defendant was to add Plaintiff's name on the bank 3. account held for Nina's college tuition;
- Defendant was no longer to receive any cash payments for 4. rents received in association with tenants residing in the Lame 21 Horse Drive and Procyon properties or for the payments received 22 from the sale of the Pahrump properties. Defendant was to provide proof of all rental and sale income received to the Plaintiff in the form of cancelled checks and pay her one half of all rental/sale proceed payments received on said properties;
  - Defendant was to provide the Plaintiff with an accounting 5.

Page 4 of 15

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1 of all rental income received on the Lame Horse Drive property for the past two years;

Defendant was to cooperate in effectuating the sale of all real property, specifically eight (8) parcels of land held in Arizona and the Procyon Street property, and the transfer of ownership of the Lame Horse Drive property;

Defendant has done none of the above, in spite of being contacted by Plaintiff's counsel numerous times requesting this information and urging him to comply with the Court's order.

Defendant has made it clear that he does not intend to comply 12 with the Court's orders, which is a course of behavior he has 13 exhibited throughout this litigation. He has advised Plaintiff that she will never take his property and that he will never leave the Procyon address. He has also made threats to Plaintiff's life through third parties.

Defendant refuses to allow real estate agents onto the Procyon property, and will not allow showings. He has made it clear that he will not cooperate to sign either listing or sale documents that were mailed to him on July 6, 2022.

In light of the Plaintiff's dire financial situation wherein 23 her only source of income is Social Security in the amount of 24 \$537.00, it is imperative that the Court implement what may be perceived as drastic measures to insure its Orders are implemented.

Specifically, Plaintiff requests that she be awarded exclusive

Page 5 of 15

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 $1 \parallel possession$  of the Procyon address for the purposes of preparing it for sale, and maintaining it in such a manner as to maximize the value and sale price of the home.

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As Defendant has stated he will never leave the property, it may be necessary for law enforcement to be utilized, if necessary, to remove Mr. Accomando from the property and that Mrs. Accomando be allowed to change the locks on said property to maintain her safety.

Additionally, as the Defendant refuses to execute any of the 11 documents necessary for the listing, sale and transfer of ownership 12 of the real properties set forth in the Parties Decree of Divorce, 13 Plaintiff requests that the Court apply NRCP 70 so that the Clerk of the Court may execute those documents in the Defendant's stead.

Additionally, as the Defendant refuses to transfer half of the assets in the Chase Bank Account held in Nina's name as ordered by the Court, Plaintiff asks that the Court issue an order for Chase Bank to transfer said amount without the Defendant's consent.

Therefore, in light of the Defendant's failure to comply with any of the terms of the Decree of Divorce, the Plaintiff asks that the Defendant be held in contempt, and that sanctions be imposed against him.

II

### LEGAL ARGUMENT

Defendant Should be Held in Contempt as He has Failed to Comply with any of the terms of the Parties' Decree of Divorce

Page 6 of 15

The refusal to obey a lawful order issued by the court is an act of contempt. NRS 22.010(3). The facts of contempt must be presented to the court through an affidavit. NRS 22.030(2). A person found guilty of contempt may be fined up to \$500 for each act of contempt, may be imprisoned for up to 25 days, or both. A person found guilty of contempt may also be required to pay the reasonable expenses, including attorney's fees, of the person seeking to enforce the order. NRS 22.100.

In the present case, the Defendant has a long history of refusing to comply with Nevada law and the Court's orders in this case. The Defendant's history of contempt continues as he has not complied with one term of the Parties' Decree of Divorce.

Even something as simple as providing the Plaintiff with a copy of the March, 2022 Chase Bank statement demonstrating the amount of money on deposit in said account he has refused to do. Plaintiff was forced to subpoen those records which showed that on March 7, 2022 said account contained, \$66,988.35. (Please see Chase Bank Account statement for the month of March, 2022 filed as Exhibit 1 by separate index). Needless to say, Defendant has also not transferred half of that amount into the Plaintiff's account.

Defendant has additionally failed to provide proof that he has placed the Plaintiff's name on Nina's tuition account, he has failed to sign listing documents and a Quit Claim Deed transferring ownership of the Lame Horse Drive property to the Plaintiff that were mailed to him on July 6, 2022.

### Page 7 of 15

Defendant has failed to provide an accounting for the past two years of the rents he's received on the Lame Horse Drive property, and has failed to pay the Plaintiff one half of all rents and payments he's received on the Lame Horse Drive, Procyon St., and Pahrump properties since the trial on this matter (March 7, 2022) to the present, nor has he provided documentary proof of the receipt of said payments.

Additionally, as the Defendant refuses to sign any documents  $_{10}$  to effectuate the sale and transfer of the above properties, the Plaintiff requests that the provisions of NRCP 70 be applied so 12 that Defendant can no longer hold up the sale and transfer of said 13 properties and the Court Clerk could execute said documents in his stead. On July 6, 2022, Defendant was mailed listing documents for the Procyon Street address and for the parcels of vacant land in Arizona and a Quit Claim Deed for the Lame Horse Drive property with instructions to sign the documents and return them to Plaintiff's counsel within seven (7) days in a self addressed,

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<sup>1</sup> Rule 70. Enforcing a Judgment for a Specific Act

<sup>(</sup>a) Party's Failure to Act; Ordering Another to Act. If a judgment requires a party to convey land, to deliver a deed or other document, or to perform any other specific act and the party fails to comply within the time specified, the court may order the act to be done - at the disobedient party's expense - by another person appointed by the court. When done, the act has the same effect as if done by the party.

<sup>(</sup>b) Vesting Title. If the real or personal property is within this state, the court — instead of ordering a conveyance — may enter a judgment divesting any party's title and vesting it in others. That judgment has the effect of a legally executed conveyance.

<sup>(</sup>c) Obtaining a Writ of Attachment or Sequestration. On application by a party entitled to performance of an act, the clerk must issue a writ of attachment or sequestration against the disobedient party's property to compel obedience.

<sup>(</sup>d) Obtaining a Writ of Execution or Assistance. On application by a party who obtains a judgment or order for possession, the clerk must issue a writ of execution or assistance.

<sup>(</sup>e) Holding in Contempt. The court may also hold the disobedient party in contempt.

1 postage paid envelope. Receipt of the delivery of these documents  $2 \parallel_{\text{was}}$  confirmed by delivery receipt. (Please see documents mailed to Defendant attached as Exhibit 2 filed by separate index).

Defendant has failed to execute and return said documents.

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Plaintiff also requests that she be awarded exclusive possession of the Procyon Street house so that she may prepare and maintain it for sale and that she be allowed to change the locks on said property to insure her safety.

As Defendant has made it clear that he refuses to leave the 11 Procyon address, that law enforcement be ordered to remove the Defendant from the Procyon Street address, if necessary.

Plaintiff further requests Court intervention to allow Chase Bank to transfer one half of the monies that were on deposit on March 7, 2022, in the savings account ending in 7601 held in Defendant's and Nina's names into Plaintiff's account without the Defendant's consent.

### This Court Should Award the Plaintiff with Reasonable Attorney's Fees and Costs

In Miller v. Wilfong, 121 Nev. 619, 119 P.3d 727 (2005), the Nevada Supreme Court held that it is within the trial court's discretion to determine the reasonable amount of attorney's fees under a statute or rule, and in exercising that discretion the Court must evaluate the factors set forth in Brunzell v. Golden Gate National Bank, 85 Nev. 345, 445 P.2d 31 (1969). Court identified the following factors that the trial court may

1 consider in awarding attorney's fees:

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The qualities of the advocate; his ability, his training, 1. education, experience, professional standing and skill.

Plaintiff's attorney is a graduate of Syracuse University She was admitted to the State Bar of Nevada in 5 College of Law.  $6 \parallel 1999$ , clerked for the Honorable Carl Christensen at the Eighth Judicial District Court Family Division and has practiced in the field of family law in Clark County for the past 23 years.

> The character of the work to be done; it's difficulty, 2. its intricacy, its importance, time and skill required, the responsibility imposed and the prominence and character of the parties where they affect the importance of the litigation.

In any family law matter where the Parties are hostile to the point where one Party has refused to cooperate with any order of the Court or with any of the laws and rules governing this matter, it will necessarily take more effort to resolve.

In this case, the Defendant has failed to abide by any of the 19 rules of civil procedure, has failed to comply with the court's 20 ||interim orders, has attempted to obstruct this case at every turn 21 and is now refusing to comply with any of the terms of the Decree of Divorce. If any case has required an advocate to go above and beyond in attempting to bring this matter to resolution, it is certainly this one.

> The work actually performed by the lawyer: the skill, time and attention given too the work; and

Plaintiff's attorney has taken this matter from intake through

Page 10 of 15

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 $1 \parallel$ trial and now through post-trial proceedings, during which time the 2 | Defendant has consistently failed to comply with the Nevada rules of civil procedure, the Court's interim orders and now the terms of the Decree of Divorce which has required more work that would have otherwise been necessary. The time taken on these tasks can be substantiated with a time log if requested.

> The result: whether the attorney was successful and what 4. benefits were derived.

The results and benefits will speak for themselves at the 11 conclusion of this matter.

In light of the foregoing, in particular, the unreasonable, obstructive and egregious behavior of the Defendant in this case, the Plaintiff should be awarded attorney's fees and costs.

Plaintiff further requests that any attorney's fees awarded in this case, including any future attorney's fees that may accrue through to the resolution of this matter, be paid for by the Defendant from his one-half of the equity in any real property ordered sold and that such funds be held in escrow until such time as they are ordered dispersed by the Court.

#### III

#### CONCLUSION

In light of the Defendant's contempt of the Court's orders Plaintiff requests the following relief:

That Defendant be found in contempt of the terms of the Decree of Divorce;

GEORGANN ACCOMANDO

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I, GEORGANN ACCOMANDO, the Plaintiff in the above 1. entitled action, declares under penalty of perjury that I have read the foregoing Motion and know the contents thereof; that the averments contained therein are true of my own knowledge, except for those matters therein contained stated upon information and belief, and that as to those matters, I believe them to be true.

- I Declare under penalty of perjury under the law of the State of Nevada that the foregoing is true and correct.
- That Defendant, Mario Accomando, has failed to comply 3. with any of the terms of the Divorce Decree.
- That although Defendant was ordered to place my name on 4. our daughter Nina's tuition account, he has failed to provide proof that he has done so.
- Defendant was ordered to provide me with the March, 2022 5. Chase bank statement for the account he holds with our daughter Nina, but refused to do so which required my attorney to subpoena said statement.
- The Chase bank statement for March 7, 2022 indicated that 22 account held the amount of \$66,988.35 Defendant was ordered to transfer one half of that amount into my account, yet he has refused to do so.
  - As ordered by the Court, I hired real estate agents to 7. prepare listing documents for the Procyon Street address and the Arizona properties.

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- Said real estate agents prepared the listing agreements 8. which were mailed to Mr. Accomando on July 6, 2022 for him to sign and return to my attorney in self addressed, postage prepaid envelope. Mr Accomando refused to sign and return said documents.
- I was awarded the Lame Horse Drive property as per the 9. terms of the Divorce, therefore, my attorney prepared a Quit Claim Deed transferring ownership to me. Said Quit Claim Deed was also mailed to Mr. Accomando on July 6, 2022. Again he refused to sign it and return it to my attorney.
- Mr Accomando was supposed to give me an accounting of the 12 rents he received from the Lame Horse Drive property for the past two years. He has not done that.
  - Mr. Accomando was supposed to pay me one half of all rents and payments he has received from the date of the divorcee until the present for the Lame Horse Drive, Procyon Street and Pahrump properties, but I have received nothing since that time.
  - 12. Mr. Accomando has made it clear to me through third parties that he does not intend to comply with any of the terms of the Decree of Divorce and will not leave the Procyon address until the police take him out.
  - Mr. Accomando has also, through third parties, threatened my safety.
    - I ask the Court to allow the Clerk of the Court to sign

whatever documents are necessary to effectuate the sale of the real properties set forth in the Decree of Divorce and to transfer ownership of the Lame Horse Drive property into my name.

- 15. I also ask the Court for any intervention necessary to effectuate the transfer of one half of the monies that were on deposit in the Chase Bank Account on March 7, 2022 into my name without the Defendant's consent.
- 9 16. I ask the Court to allow me exclusive possession of the Procyon Street address so that I can prepare and maintain the property for sale. I would also like to be given permission to change the locks for my own safety and for law enforcement to be utilized to remove Mr. Accomando from the Procyon Street address should he refuse to leave.
  - 17. I believe that as a result of the Defendant's continued refusal to comply with the court's orders that I be awarded attorney's fees.

GEORGANN ACCOMANDO

subscribed and sworn to before me this 19th day of Mews, 2022

NOTARY PUBLIC for the State of Nevada, County of Clark



MOFI

## DISTRICT COURT FAMILY DIVISION CLARK COUNTY, NEVADA

GEORGANN ROSE ACCOMANDO	Case No.	D-21-628915-D
Plaintiff/Petitioner	D .	LI.
v.	Dept.	<u> </u>
MARIO ACCOMANDO	MOTIO	N/OPPOSITION
Defendant/Respondent	FEE INF	ORMATION SHEET
Notice: Motions and Oppositions filed after entry of a final of subject to the reopen filing fee of \$25, unless specifically excoppositions filed in cases initiated by joint petition may be staccordance with Senate Bill 388 of the 2015 Legislative Sess Step 1. Select either the \$25 or \$0 filing fee in the \$25 The Motion/Opposition being filed with the	cluded by NRS I ubject to an add sion. box below.	19.0312. Additionally, Motions and itional filing fee of \$129 or \$57 in
S0 The Motion/Opposition being filed with th	is form is not	subject to the \$25 reopen
fee because:  The Motion/Opposition is being filed be entered.	efore a Divor	ce/Custody Decree has been
The Motion/Opposition is being filed so established in a final order.	lely to adjust	the amount of child support
The Motion/Opposition is for reconsider within 10 days after a final judgment or entered on	decree was e	ntered. The final order was
Other Excluded Motion (must specify)		r to Show Cause
Ste 2. Select the \$0, \$129 or \$57 filing fee in the  The Motion/Opposition being filed with the  \$57 fee because:  The Motion/Opposition is being filed in	is form is not n a case that v	was not initiated by joint petition.
The party filing the Motion/Opposition	previously p	aid a fec of \$129 or \$57.
\$129 The Motion being filed with this form is s to modify, adjust or enforce a final order.		\$129 fee because it is a motion
\$57 The Motion/Opposition being filing with t an opposition to a motion to modify, adju- and the opposing party has already paid a	st or enforce a	abject to the \$57 fee because it is a final order, or it is a motion
Step 3. Add the filing fees from Step 1 and Step 2.	<u>.                                    </u>	
we total filing fee for the an on/opposition I am t  √ 30 25 57 82 129 154		s form is:
Party filing Motion/Opposition: GEORGANN ROSE ACC	COMANDO	Date 8-19-27
Signature of Party or Preparer /s/ GEORGANN	N ROSE AC	COMANDO

Electronically Filed 9/6/2022 2:28 PM Steven D. Grierson CLERK OF THE COURT

MARIA L. MILANO, ESQ.
Nevada Bar # 7121
REZA ATHARI & ASSOCIATES, PLLC
3 3365 Pepper Ln., Suite 102
Las Vegas, NV 89120
Tel: (702) 727-7777 Fax: (702) 458-8508
mariamilano@atharilaw.com
Attorney for Plaintiff,
GEORGANN ROSE ACCOMANDO

### DISTRICT COURT, FAMILY DIVISION

CLARK COUNTY, NEVADA

GEORGANN ROSE ACCOMANDO,

Plaintiff,

Vs.

MARIO ACCOMANDO,

Defendant,

Defendant,

## EX PARTE MOTION FOR AN ORDER SHORTENING TIME

COMES NOW, Plaintiff, GEORGANN ROSE ACCOMANDO, by and through her attorney of record, MARIA L. MILANO, ESQ., of REZA ATHARI & ASSOCIATES and hereby submits the present Ex Parte Motion for An Order Shortening time pursuant to EDCR 5.514 and requests that this Court shorten the time in which to hear the Movant's Motion for an Order to Show Cause Regarding Contempt and the Imposition of Sanctions for Defendant's Failure to Comply with Terms of the Divorce Decree.

This application is based upon the pleadings and papers on file and the declaration of the moving party attached to this motion.

27 | ////

# DECL

## DECLARATION IN SUPPORT OF EX PARTE MOTION

#### FOR AN ORDER SHORTENING TIME

I declare under penalty of perjury:

- 1. I represent the Plaintiff in the above entitled case and that I have personal knowledge of the facts contained herein and am competent to testify to these facts.
- 2. There is a hearing scheduled for Plaintiff's Motion for an Order to Show Cause Regarding Contempt and the Imposition of Sanctions for Defendant's Failure to Comply with Terms of the Divorce Decree on October 13,2022.
- 3. The opposing party was e-served with said Motion on August 29, 2022 and together with the Notice of Hearing on September 6, 2022.
- 4. That following a trial on March 7, 2022, a Decree of Divorce was entered in this case on July 6, 2022.
  - 5. That by the terms of the Decree of Divorce:
    - A. The Parties' marital residence located at 8546 Procyon Street, Las Vegas, Nevada 889139, and eight parcels of vacant land in Golden Valley Arizona were to be listed for sale within sixty (60) days.
    - B. The rental property located at 9607 Lame Horse Drive, Las Vegas, Nevada 89123 was awarded to the Plaintiff in satisfaction spousal support in the amount of \$320,000 awarded to her. That the Lame Horse Drive Property was to be appraised and that should the appraised value of said property excess \$320,000, the Plaintiff would be responsible to pay said amount to Defendant through offsets from the sale of other real property.

- C. That the Defendant was to cooperate in regards to the listing, transfer and sale of the above properties.
- D. That Defendant was to provide the Plaintiff with a Copy of the Chase Bank account statement for March, 2022 demonstrating the total amount of community funds he had transferred into the Parties' daughter's name and then transfer half of said amount to the Plaintiff.
- E. Defendant was to add Plaintiff's name to the Parties' daughter's tuition account;
- F. Defendant was no longer to receive cash payments from the tenants at the Procyon address and the Lame Horse Drive address, or from the two individuals who were making payments on two parcels of land Defendant sold in Parhump. Defendant was further to provide the Plaintiff with proof of receipt of said payments and to pay to the Plaintiff one half of all payments received from those sources.
- G. Defendant was to provide the Plaintiff with an accounting of all rental income received from the Lame Horse Drive property for the past two (2) years.
- 6. Defendant has complied with none of the above orders.
- 7. Plaintiff had all of the properties appraised and listing documents prepared, along with a Quit Claim Deed transferring ownership of the Lame Horse Drive property to her. These documents were mailed to the Defendant on July 6, 2022. Defendant refused to sign any of the documents.
- 8. On June 17, 2022 the Defendant filed for Chapter 13, Bankruptcy in the United States Bankruptcy Court in the District of

Nevada under case number 22-12097-ABL, in spite of testifying under oath during the divorce trial that he had no debt and in spite of holding assets valued to be worth over \$1.8 million dollars.

- 9. The Defendant's bankruptcy filing effectively tolled further proceedings in this court to enforce the terms of the Decree.
- 10. Plaintiff filed a Motion to lift the stay in Bankruptcy Court which was granted on August 24, 2022, and filed the present Motion forthwith. An Order lifting the stay was filed with this court on August 29, 2022.
- 11. The Defendant's bankruptcy was then voluntarily dismissed on September 1, 2022.
- 12. As a result of the Defendant's continued contempt of this Court's Orders and his merit-less attempts to delay the enforcement of those Orders, the Plaintiff is on the verge of becoming homeless in spite of the fact that she holds a community share of valuable property that the Defendant has full control over. Plaintiff is 68 years old with almost no work history or job skills and is forced to survive on approximately \$600 per month in Social Security income.
- 13. Additionally, the longer the real estate holdings are not listed for sale, the more difficult they will become to sell as mortgage interest rates continue to increase, and are expected to increase even further before the end of this year.
- 14. Plaintiff was counting on the transfer of funds from the Chase Bank account in order to financially survive until the real property could be sold, but Defendant has refused to transfer said amount, which, according to the March, 2022 bank account statement,

this attorney was forced to subpoena, totaled \$66,988.35, half of which would be \$33,494.17.

- and homeless, and the longer it takes for the real property to be listed for sale will likely result in lower sale proceeds, she begs the Court to grant her request to hear her Motion on an Order Shortening time and for the Court to do whatever is necessary to enforce the terms of the Decree of Divorce, including, but not limited to, applying NRCP 70 so that the listing, transfer and sale documents can be executed, awarding the Plaintiff exclusive possession of the Procyon address so that she may prepare and maintain it for sale, or even incarcerating the Defendant.
- 16. This Ex Parte Motion for an Order Shortening Time is made in good faith.
- 17. I declare under penalty of perjury under the law of the State of Nevada that the foregoing is true and correct.

DATED this \_\_\_\_ day of September, 2022.

MARIA L. MILANO, ESQ.

Electronically Filed 09/07/2022 1:35 PM CLERK OF THE COURT

```
1 \parallel \mathtt{OST}
   MARIA L. MILANO, ESQ.
 2 Nevada Bar # 7121
  🖟 REZA ATHARI & ASSOCIATES, PLLC
   3365 Pepper Ln., Suite 102
  las Vegas, NV 89120
  Tel: (702) 727-7777
                         Fax: (702) 458-8508
   mariamilano@atharilaw.com
   Attorney for Plaintiff,
   GEORGANN ROSE ACCOMANDO
6
                       DISTRICT COURT, FAMILY DIVISION
7 -
                             CLARK COUNTY, NEVADA
8
                                          CASE NO.: D-21-628915-D
    GEORGANN ROSE
                    ACCOMANDO,
                                         DEPT. NO.: M
9
                        Plaintiff,
                                               ORDER SHORTENING TIME
10
11
    MARIO ACCOMANDO,
12
                       Defendant,
13 :
         Upon application of the Plaintiff, GEORGANN ROSE ACCOMANDO, by
14
15 and through her attorneys of record, MARIA L. MILANO, ESQ. Of REZA
  ATHARI & ASSOCIATES, and good cause appearing therefore:
         IT IS HEREBY ORDERED that the time for hearing Movant's Motion
17
18 for an Order to Show Cause Regarding Contempt and the Imposition of
19 Sanctions for Defendant's Failure to Comply with Terms of the
   Divorce Decree, on Order Shortening Time is hereby shortened and
20
   shall be heard on the 22nd day of September, 2022 at the hour of
21
   10:00 a.m. before the Eighth Judicial District Court Family
                                              Dated this 7th day of September, 2022
23 Division located at 601 N. Pecos Road, Las Vegas, Nevada, 89101.
24 .
       lect∧ul \y
                 S/omitted by:
26
                                              B6A 386 49BB 560B
             MYLANO,
   MAR
                                              Amy M. Mastin
27 Nevada Jar No. 7121
                                              District Court Judge
   REZA ATHARI & ASSOCIATES
og 3365 Pepper Lane, Suite 102
```

Las Vegas, NV 89120

Attorneys for Plaintiff, GEORGANN ROSE ACCOMANDO

l	CSERV	
2	D	ISTRICT COURT
3	CLARI	K COUNTY, NEVADA
4		
5		
6	Georgann Rose Accomando, Plaintiff	CASE NO: D-21-628915-D
7		DEPT. NO. Department M
8	VS.	
9	Mario Accomando, Defendant.	
10		-
11	AUTOMATED	CERTIFICATE OF SERVICE
12 13	Court. The foregoing Order Shortening	ervice was generated by the Eighth Judicial District g Time was served via the court's electronic eFile e-Service on the above entitled case as listed below:
14	Service Date: 9/7/2022	
15	State Department st	atedepartment@atharilaw.com
16	Maria Milano m	ariamilano@atharilaw.com
17	Mario Accomando ni	naa1948@yahoo.com
18		- ·
19		
20		
21		
22		
23		
24		
25		
26		
27		
	I.	

Electronically Filed 9/8/2022 2:42 PM Steven D. Grierson CLERK OF THE COURT

1	NEOJ CLUMP.
	MARIA L. MILANO, ESQ.
2	Nevada Bar No. 7121 REZA ATHARI & ASSOCIATES
3	A Multi-jurisdictional Law Firm
A	3655 Pepper Lane, Suite 102 Las Vegas, Nevada 89120
•	Tel: (702)727-7777
5	Fax: (702)458-8508 Email: mariamilano@atharilaw.com
6	Attorney for Plaintiff,
	GEORGANN ROSE ACCOMANDO
7	DISTRICT COURT, FAMILY DIVISION
8	CLARK COUNTY, NEVADA
9	* * * * *
10	
11	GEORGANN ROSE ACCOMANDO, )
' '	Plaintiff,
12	vs. ) CASE NO: D-21-628915-D
13	) DEPT NO: M
	MARIO ACCOMANDO,
14	Defendant. )
15	) )
16	· · · · · · · · · · · · · · · · · · ·
17	NOTICE OF ENTRY OF ORDER
18	PLEASE TAKE NOTICE that an Order was entered in the above-
19	entitled matter on September 7, 2022, a true and correct copy is
20	attached hereto.
21	DATED this day of September, 2022.
22	By:
23	MARIA L. MILANO, Esq.
24	Nevada Bar # 7121 REZA ATHARI & ASSOCIATES, PLLC
27	A Multi-Jurisdictional Firm
25	3365 Pepper Lane, Suite #102 Las Vegas, NV 89120
26	Attorney for Plaintiff  GEORGANN ACCOMANDO
27	GEORGAIN ACCOMMIDO
28	

# CERTIFICATE OF SERVICE I declare under penalty of perjury that I am over the age of eighteen (18) years, and I am not a party to, nor interested in, this action. On the & th day of September, 2022, I served a true and correct copy of **MOTICE OF ENTRY OF ORDER** was sent to the party listed below via electronic service through the Eighth Judicial District Court's Odyssey E-File and Serve System, as fellows: Mario Accomando 8546 Procyon St. Las Vegas, Nevada 89139 ninaa1948@yahoo.com Defendant in Proper Person Reza Athari & Associates

Electronically Filed 09/07/2022 1:35 PM CLERK OF THE COURT

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1
   OST
   MARIA L. MILANO, ESQ.
2 Nevada Bar # 7121
   REZA ATHARI & ASSOCIATES, PLLC
3 | 3365 Pepper Ln., Suite 102
   Las Vegas, NV 89120
                        Fax: (702) 458-8508
  | Tel: (702) 727-7777
   mariamilano@atharilaw.com
   Attorney for Plaintiff,
   GEORGANN ROSE ACCOMANDO
6
                       DISTRICT COURT, FAMILY DIVISION
                             CLARK COUNTY, NEVADA
7
8
                                        ) CASE NO.: D-21-628915-D
    GEORGANN ROSE
                   ACCOMANDO,
                                        ) DEPT. NO.: M
9
                       Plaintiff,
                                               ORDER SHORTENING TIME
10
    vs.
11
    MARIO ACCOMANDO,
12
                       Defendant,
13
        Upon application of the Plaintiff, GEORGANN ROSE ACCOMANDO, by
14
   and through her attorneys of record, MARIA L. MILANO, ESQ. Of REZA
15
   ATHARI & ASSOCIATES, and good cause appearing therefore:
16
         IT IS HEREBY ORDERED that the time for hearing Movant's Motion
17
   for an Order to Show Cause Regarding Contempt and the Imposition of
18
   Sanctions for Defendant's Failure to Comply with Terms of the
19
   Divorce Decree, on Order Shortening Time is hereby shortened and
20
   shall be heard on the 22nd day of September, 2022 at the hour of
21
   10:00 a.m. before the Eighth Judicial District Court Family
                                              Dated this 7th day of September, 2022
   Division located at 601 N. Pecos Road, Las Vegas, Nevada 89101.
23
24
   Respectful y Sylomitted by:
25
                                              B6A 386 49BB 560B
26
   MAR A/L. M/LANO,
                                              Amy M. Mastin
   Nevada dar No. 7121
                                              District Court Judge
   REZA ATHARI & ASSOCIATES
   3365 Pepper Lane, Suite 102
   Las Vegas, NV 89120
   Attorneys for Plaintiff,
```

GEORGANN ROSE ACCOMANDO

	1	
1	CSERV	
2		ISTRICT COURT
3	CLAR	COUNTY, NEVADA
4		
5	Georgann Rose Accomando,	CASE NO: D-21-628915-D
6 7	Plaintiff	DEPT. NO. Department M
8	VS.	DBI 1.710. Separation in
9	Mario Accomando, Defendant.	
10		
11	<u>AUTOMATED</u>	CERTIFICATE OF SERVICE
12	This automated certificate of sc	rvice was generated by the Eighth Judicial District
13	Court. The foregoing Order Shortening	Time was served via the court's electronic eFile -Service on the above entitled case as listed below:
14	Service Date: 9/7/2022	
15		atedepartment@atharilaw.com
16		-
17		ariamilano@atharilaw.com
18	Mario Accomando ni	naa1948@yahoo.com
19		
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	1	

9/15/2022 2:17 PM Steven D. Grierson CLERK OF THE COURT 1 **EXH** MARIA L. MILANO, ESQ. 2 Nevada State Bar No. 7121 REZA ATHARI & ASSOCIATES, PLLC. 3 3365 Pepper Lane, Suite 201 Las Vegas, NV 89120 4 (702) 727-7777 tel (702) 458-8508 fax 5 mariamilano@atharilaw.com Attorney for Plaintiff, GEORGANN ACCOMANDO 6 7 DISTRICT COURT FAMILY DIVISION CLARK COUNTY, NEVADA 8 CASE NO: D-21-628915-D GEORGANN ACCOMANDO. 9 DEPT: M Plaintiff. 10 Vs. 11 MARIO ACCOMANDO, 12 Defendant. 13 14 PLAINTIFF'S SUPPLEMENT TO EXHIBIT APPENDIX 15 Comes now, Plaintiff, GEORGANN ACCOMANDO, by and through her attorney of 16 record, MARIA L. MILANO, ESQ., of REZA ATHARI & ASSOCIATES, PLLC; and hereby 17 submits the following Supplemental Exhibits in support of Plaintiff's Motion for an Order to 18 19 Show Cause Regarding Contempt and the Imposition of Sanctions for Defendant's Failure to 20 Comply with Terms of Decree of Divorce. 21 Plaintiff understands the Exhibits are not considered substantive evidence in Plaintiff's 22 case until formally admitted into evidence. These exhibits have been uploaded via FCEvidence. 23 Supplemented information is in bold as follows: 24 25 **OFFER** OBJ **ADMIT** Bates No(s). EXHIBIT/ DOCUMENT No: 26 27

**Electronically Filed** 

No: EXHIBIT/ DOCUMENT

Bates No(s). OFFER OBJ ADMIT

Chase Bank Account statement for Account No. xxxxx7601 for the month of March, 2022.

PLTFSCMOT 0001 — PLTFSCMOT 0002

28

2	Listing documents and Quitclaim Decds mailed to Defendant on July 6, 2022.	PLTFSCMOT 0003 – PLTFSCMOT 0105
3	Updated listing documents for the property located at 8546 Procyon St., Las Vegas, Nevada 89139	PLTFSCMOT 0106 – PLTFSCMOT 0116
4	Updated listing documents for the property located at 9607 Lame Horse Drive, Las Vegas, Nevada 89123	PLTFSCMOT 0117 – PLTFSCMOT 0127

DATED this 15th day of September, 2022.

## **REZA ATHARI & ASSOCIATES**

# BY: MARIA L. MILANO, ES2. [4]

MARIA L. MILANO, ESQ. Nevada Bar No. 7121 3365 Pepper Lane, Suite 102 Las Vegas, Nevada 89120 Attorneys for Plaintiff, GEORGANN ACCOMANDO

# **CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that, in accordance with Rule 5(b) of the Nevada Rules of Civil Procedure, on this 15th day of September 2022, I served a true and correct copy of the above **PLAINTIFF'S SUPPLEMENT TO EXHIBIT APPENDIX** on the parties addressed as shown below:

- ☐ Via US Mail by placing said document in a sealed envelope, with postage prepaid (N.R.C.P. 5(b))
  - **X** Via Electronic Filing (N.E.F.R. 9(b))
  - x Via Electronic Service (N.E.F.R. 9)

Mario Accomando

8546 S. Procyon St.

Las Vegas, Nevada 89139

ninaa1948@yahoo.com

Defendant in Proper Person

Via FCEvidence@clarkcountycourts.us - for submission to the Court

Jlopez /s/

Employee of Reza Athari & Associates, PLLC

# EXHIBIT "3"

Updated listing documents for the property located at 8546 Procyon St., Las Vegas, Nevada 89139, Bates Nos. PLTFSCMOT0106 - PLTFSCMOT0116



# **EXCLUSIVE AUTHORIZATION AND RIGHT TO** SELL, EXCHANGE, OR LEASE BROKERAGE LISTING AGREEMENT (ER)



This is intended to be a legally binding contract. No Representation is made as to the isgal or tax consequences of this contract. If you desire legal or tax advice, consult your attorney or tax advisor.

I/We, GNM hereby employs and grants	Marie (Te) Accome	<u></u>		("Seller")
hereby employs and grants	e	Xp Realty	(Compar	e at 11:50 n m. Pacifi
"Broker") the exclusive and	irrevocable right, con	mencing on 10/1	<u>/2022</u> , and expire	of the Venna
Time on3/1/2023,	to sell, lease or exchar	nge me Kear Property	-202-010	commonly known as:
County of Clark  8546 Procyon St	, Nevada, APN	#:	NV 89139-	-2843 ("the Property").
8546 Procyon St		<u></u>		( marrapa.)
2. TERMS OF SALE: The	listing price shall be !	925,000.00	, with a sug	gested amount of an
Earnest Money Deposit (EM	ID) of \$ 10	,000.00	<del></del>	
Terms available: 🗷 Cash	<b>™</b> CONV ☐ FHA	🛘 Lease 🔀 VA	☐ Lease Option	Owner Will Carry
☐ Other:		_		
(Nate: If the Property is offer	ed for lease, then the t	erm "Seller" used in th	is Agreement includ	es "Landlord" as
applicable.)				
	A in disast 10 males 4	o digalaga tha avietam	re of multiple offers	to nurchase the
Seller <b>E</b> does -OR- 🗆 does :	10t authorize Broker t	o disclose the existent	l of things of the second	to paremase one
property to potential buyers.	SELLER(S) INITIAL	.S:		
	4 - 45i Disaless 6	- disclose the offer(s)	nrice and terms	
Seller <b>Z</b> does -OR- 🛘 does i	10t authorize Broker i	o disciose me oriei(s)	, price and terms.	
SELLER(S) INITIALS:	/	!		
3. PROPERTY OFFEREI improvements and fixtures j	ermanently affixed ar	nd installed.		
a. The following ite	ms of Personal Proper	ty are included in the	above price and sha	all be conveyed
unencumbered in escrow by	a valid bill of sale:			
All items listed in the	MLS.			
t. The fellowing its	me of Personal Proper	ty are excluded from	the above price and	not included in the
sale:	ilis ul i cisonal i topol	iy mo cacidada non-		
saic:	<del>-</del>			
- This property Do	os Contains 🗆 -OR-	Does Not Contain	SMART technolog	y which powers and o
	omo cacumity environ	neptal controls and ho	me entertainment fe	atures but not limited
4. af the home If the prope	rry so does contain SN	MART Technology se	lier will complete a	SMAKI Home
technology addendum which	n is incorporated as pa	irt of this agreement a	na menimes me ner	ns seller intends to
convey with the sale. All At	tached Fixures must c	onvey unless identifie	ed above.	
Seller acknowledges that he/s	he has read, understoo	od, and agreed to each	and every provision	of this page.
Seller acknowledges that he/				of this page.
Seller acknowledges that he/	SELLER(S) INITIA	LS://_	/	
Seller acknowledges that he/s Exclusive Right (ER) Listing Agn	SELLER(S) INITIA		/	

1 2	Seller identifies above items as included or excluded in offering of the Property for sale. Seller understands that the purchase agreement takes precedence over any intention identified above and will ultimately understands that the purchase agreement takes precedence over any intention identified above and will ultimately
3 4	determine what items are included and excluded in the sale. Seller further understands it is their responsibility to ensure the items not included in the sale are addressed in any counter offer to ensure buyers understanding of
5	sellers intent
6	d. Leased or Liened Items: The following items are leased or subject to a lien in securing payment:
7	□ Solar power system □ Alarm system □ Propane tank □ Water softener
8	□ Other(s)
9 10	Seller will provide to Buyer, as a part of the purchase agreement, copies of lease documents, or other documents
11	obligating Seller to pay for such leased or lien items.
12	
13	4. TITLE INSURANCE: Seller agrees to provide Buyer with an owner's policy of title insurance in the amount
14	of the selling price.
15	5. COMPENSATION TO BROKER: Compensation is solely a matter of negotiation between Broker and Seller
16 17	and is not fixed, suggested, controlled or recommended by GLVAR, MLS or any other person not a party to this
18	Agreement. Seller agrees to pay Broker as compensation for services:
19	· *
20	IF A SALE: 4 % of the gross selling price of the Property ■ AND /□ OR \$ 995
21	(flat fee amount). Seller acknowledges that offers of cooperative compensation are between brokers and are not
22 23	negotiable between the Seller and Buyer.
24	IF A LEASE: % of the total rental agreed to be paid by lessee
25	AND / OR \$ (flat fee amount). Seller acknowledges that others of cooperative compensation
26	are between brokers and are not negotiable between the Seller and Tenant.
27	
28 29	Compensation shall be due:
30	a. if the Property is sold or leased by Broker, or through any other person including Seller, on the above
31	terms or any other price and terms acceptable to Seller during the above time period or any extension of said time
32	period; b. if the Property is transferred, conveyed, leased, rented, or made unmarketable by a voluntary act of Seller
33	without the consent of Broker, during the time period or any extension of said time period;
34 35	e if within 180 calendar days of the final termination, including extensions, of this Agreement, the
36	Departy is sald, conveyed, or otherwise transferred to anyone with whom the Broker has had negotiations of to
37	whom the Property was shown prior to the final termination. This section (c) shall not apply it belief enters into a
38	valid Brokerage Listing Agreement with another licensed real estate Broker after the final termination of this
39 40	Exclusive Brokerage Listing Agreement.  d. In the event of an exchange, permission is hereby given to the Broker to represent such parties as Broker
41	may door appropriate and collect compensation from them provided that there is full disclosure to all parties. If
42	completion of sale is prevented by default of Seller, or the refusal of Seller to accept an offer in accordance with
43	the price and terms of this Agreement, then upon event. Broker is authorized to take any action reasonably necessary
44	to collect said commission. If completion of sale is prevented by a party to the transaction other than Seller, Broker may collect its commission only if and when Seller collects damages by suit or otherwise, and then in an amount
45 46	not less than one-half of the damages recovered, but not to exceed the above compensation after first deducting title
47	expenses, escrow expenses and the expenses of collections if any.
48	Region is authorized to cooperate and divide with other brokers the above compensation in any manner
49	acceptable to Broker. Seller hereby irrevocably assigns to Broker the funds and proceeds of Seller in escrow equal
	Seller acknowledges that he/she has read, understood, and agreed to each and every provision of this page.
	SELLER(S) INITIALS://
	Exclusive Right (ER) Listing Agreement Rev. 04.22 Page 2 of 11 ©2022 Greater Las Vegas Association of REALTORS®
	PLTFSCMOT0107
	This form presented by Aaron E Zollett   eXp Realty   7025450020   Aaron@homepros.vegas

	to the above compensation. In the event any sum of money due under this Agreement remains unpaid for a period
1 2	of thirty (30) days, such sum shall bear interest at the rate of (
3 4	until paid.
5	6. DEPOSIT: Broker is authorized to accept on Seller's behalf a deposit to be applied toward purchase price or
6 7	lease. Said deposit shall be held by: (SELECT ONE) E Escrow -OR- Broker-OR- Other
8	7. AGENCY RELATIONSHIP:
9	Dreker vegreents that he holds a current valid Nevada real estate license. Broker shall act as the agent of
10 11	the Seller and may also assign or designate a licensee of the Broker who shall act as the representative of the Seller
12	b. Depending upon the circumstances, it may be necessary or appropriate for the designated needsec to act
13	as agent for both Seller and Buyer, exchange parties, or one or more additional parties. If applicable, Broker and the designated licensee shall disclose to Seller any election to act as an agent representing more than one party and
14 15	altain the unition Consent To Act Form signed by all parties to the transaction,
16	The learners also have licensees in its company who are agents of the Buyer who may show and negotiate
17	or the purchase Soller's Droperty. In this event, the licensees who represent the Buyer will only represent the
18	Buyer in the transaction with all duties owed to the Buyer and not the Seller. I'ms, therefore, does not require a
19	Consent To Act Form.
20	A THE STATE OF THE
21	8. REQUIRED DISCLOSURES:  a. Unless exempt under NRS chapter 113, Seller shall truthfully complete and sign a Seller's Real Property
22 23	Disclosure Statement concerning the condition of the Property. Seller shall update the Seller's Real Property
24 24	Th' 1
25	b. If the Property is or has been the subject of a construction defect claim, whether intigated or not, Selici
26	1 11 14 4 4 Lindows required by NRS 40 688
27	c. If the Property was built prior to 1978, Seller shall complete the Disclosure of Information on Lead-
28	Based Paint Hazards in accordance with Federal Regulations. d. Seller acknowledges receipt of the Residential Disclosure Guide:
29	SELLER(S) INITIALS:/
30 31	
32	9. INDEMNIFICATION: Seller agrees to save, defend, and hold Broker, GLVAR, and the MLS harmless from
33	11 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
34	c L. Caller in this I isting Agreement (ii) any incorrect information supplied by Schel, (iii) any 12013
35	the Bronesty not disclosed by Seller including any facts known to Seller relating to adverse conditions
36	or latent defects, (iv) the use of a keybox, or (v) any injury or damage to persons or property in connection with the marketing or showing of the Property. This indemnification shall survive Broker's performance and any transfer of
37	
38 39	title.
40	10. FAIR HOUSING: Broker shall offer the Property for sale or lease without regard to race, color, religion, sex,
41	national origin, age, gender identity or expression, familial status, sexual orientation, ancestry, or manufact and any
42	other current requirements of federal or state fair housing laws.
43	OB B is not be ented within a Common Interest
44	11. COMMON INTEREST COMMUNITY: The Property 🗆 is -OR- 🖺 is not located within a Common Interest
45	Community (CIC). If yes, please complete the following:
46	Name of CiC(s):
47	Name of CIC(s): Dues: \$ payable \( \Boxed{\text{monthly -OR-}} \Boxed{\text{quarterly}}
48 49	Seller □ is -OR- □ is not current on all dues and assessments.
49	Seller acknowledges that he/she has read, understood, and agreed to each and every provision of this page.
	SELLER(S) INITIALS:/
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	PLTFSCMQT0108

1	Name of CIC(s)
2 3	Name of CIC(s):  Telephone: Dues: \$ payable \( \sum \) monthly -OR- \( \sup \) quarterly
4	Seller □ is -OR- □ is not current on all dues and assessments.
5	
6	Name of CIC(s):
7	Name of CIC(s): Dues: \$ payable \( \Boxed{\text{monthly-OR-}}\) quarterly
8	Seller   is -OR-   is not current on all dues and assessments.
9 10 11 12 13	If the Property is located within a CIC, Seller acknowledges and agrees to obtain (at Seller's own expense as required by NRS 116.4109) and/or provide the information required by NRS 116.4109 and 116.41095 to Broker for delivery to Buyer.
14 15 16 17	12. SPECIAL ASSESSMENTS: The Property □ is -OR- ☑ is not subject to special government assessments, such as SID and LID. (For information please go to: www.amgnv.com) If yes, please complete the following:
18	Balance remaining: \$
19	Payment amount: \$
20	Payment Due: select one (1) Monthly \(\Boxed{\pi}\) Quarterly \(\Boxed{\pi}\) Semi Annually \(\Boxed{\pi}\) Annually \(\Boxed{\pi}\)
21	13. KEYBOX: Seller & does -OR- \( \precedef{\precedef}\) does not authorize Broker to install a keybox (electronic \( \precedef{\precedef}\)
22 23 24 25 26 27	-OR-mechanical □) in connection with the showing of the Property. A mechanical keybox is a combination-type box that can be opened by anyone who has access to the combination/code. The MLS requires that a valid working code for a mechanical keybox be included in the listing for ease of showing. The code is a confidential field that is not intended to be available to the public. Seller acknowledges that they have been advised that:
28	a. The purpose and function of the keybox is to permit access to the interior of the Property by all members
29	of GLVAR's MLS as well as any licensed professionals necessary to facilitate the sale of the Property; b. Seller should safeguard Personal Property and valuables located within the Property;
30	b. Seller should safeguard Personal Property and valuables located within the Taylory, c. It is not a requirement of the GLVAR's MLS for a Seller to allow the use of a keybox;
31 32	d. Where a tenant occupies the Property, the tenant's consent is also required, which shall be obtained by
33	the Seller or his/her Property Manager:
34	Saller M does OD - I does not authorize Broker to issue "One Day Codes" to access the electronic
35	keybox installed on the property. A "One Day Code" is an electronic means to allow access to the keybox key
36	compartment. Broker shall only issue such codes to licensed professionals. Broker further agrees to use all
37 38 39 40	reasonable means to verify the identity of said licensed professionals.  f. Owner acknowledges that GLVAR, the MLS, Broker or its Listing Agent is not insuring owner or occupant against theft, loss or vandalism resulting from such access. Owner is responsible for taking such steps as may be necessary to secure and protect the Property during any time that a keybox is being used and obtaining
41	appropriate insurance.
42	Tanant
43	14. RENT/LEASE: The Property [] is -OR- [] is not currently occupied by a Tenant.
44	The Property is -OR- is not subject to a management agreement with: (name of Property Manager and phone . Seller agrees to not rent or
45 46 47	number): Seller agrees to not rent or lease the Property during the term of this Agreement without fourteen (14) days prior written notice to Broker.
	Seller acknowledges that he/she has read, understood, and agreed to each and every provision of this page.
	SELLER(S) INITIALS:///
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	PLTFSCMOT0109  This form presented by Aaron E Zollett   eXp Realty   7025450020   Aaron@homepros.vegas TRANSACT

1 2 3 4 5 6 7 8 9 10	15. TAX WITHHOLDING: Seller agrees to perform any act reasonably necessary to carry out the provisions of the Foreign Investment in Real Property Tax Act (FIRPTA). If applicable (as designated in the Seller's Response herein), Seller agrees to complete, sign, and deliver to ESCROW HOLDER a certificate indicating whether Seller is a foreign person or a nonresident alien pursuant to the Foreign Investment in Real Property Tax Act (FIRPTA). A foreign person is a nonresident alien individual; a foreign corporation not treated as a domestic corporation; or a foreign partnership, trust or estate. A resident alien is not considered a foreign person under FIRPTA. Additional information for determining status may be found at www.irs.gov. Seller understands that if Seller is a foreign person then the Buyer must withhold a tax in an amount to be determined by ESCROW HOLDER in accordance with FIRPTA, unless an exemption applies. Seller agrees to sign and deliver to the ESCROW HOLDER the necessary documents, to be provided by the ESCROW HOLDER, to determine if withholding is required (see 26 USC Section 1445).
12	
13	FIRPTA DECLARATION: Seller declares that he/she
14	<ul> <li>■ is not -OR-</li> <li>□ is a foreign person therefore subjecting this transaction to FIRPTA withholding.</li> </ul>
15 16	SELLER(S) INITIALS:/
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18 19 20 21 22 23	16. MEDIATION: The Broker and Seller agree to negotiate in good faith in an effort to resolve any dispute related to this Listing Agreement that may arise between the parties. If the dispute cannot be resolved by negotiation, the dispute will be submitted to a mediator agreed to by the parties. Mediation fees, if any, shall be divided equally among the parties involved. By initialing below, the parties confirm that they have read and understand this section and voluntarily agree to the provisions thereof.  SELLER(S) INITIALS:/
24	
25 26 27 28 29 30 31	17. MULTIPLE LISTING SERVICE (MLS): Broker is a participant of THE GREATER LAS VEGAS ASSOCIATION OF REALTORS® (GLVAR) Multiple Listing Service (MLS), and listing information about the Property will be provided to the MLS to be published and disseminated to its Participants and Subscribers in accordance with its Rules and Regulations and Sections 18, 19, 20 and 22 herein, unless Seller selects the Office Exclusive option in Section 21 and signs the Office Exclusive Form. Broker is authorized to cooperate with other real estate Brokers, and to report the sale, its price, terms and financing for the publication, dissemination information and use by authorized Association members, MLS Participants and Subscribers.
32	
33 34 35 36 37 38 39 40	18. MARKETING AND ADVERTISING: Seller acknowledges that, unless Seller signs photo exclusion, photographs of the Property may be taken for publication in the MLS computer system. Subject to Section 20, Seller agrees that the Property may be advertised in any and all formats of media including but not limited to electronic and print advertising. Should Seller provide photographs of the Property, Seller warranties and represents that Seller has the ownership rights to said photographs and by providing said photographs irrevocably assigns any and all ownership rights to the Broker. Seller further acknowledges that once images are placed on the Internet, neither the Broker nor the Seller have control over who can view such images and what use viewers may make of the images or how long such images may remain on the internet.
41 42 43 44 45	Seller acknowledges that prospective buyers and/or other persons coming on to the property may take photographs, video and/or other images of the property. Seller understands that Broker does not have the ability to control or block the taking of and use of images by such persons. Once the images are taken and or put into electronic display on the Internet or otherwise published neither the Broker nor the Seller has control over how such images are used.
46 47	Seller ■ does -OR- □ does not authorize Broker to commence public marketing and advertising activities.
47 48	SELLER(S) INITIALS:/
49	
	Seller acknowledges that he/she has read, understood, and agreed to each and every provision of this page.
	SELLER(S) INITIALS://
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	PLTFSCMOT0110  This form presented by Aaron E Zollett   eXp Realty   7025450020   Aaron@homepros.vegas TRANSACT
	The state of the s

1 2	19. SIGN: Seller & does -OR- does not authorize Broker to install a FOR SALE/LEASE sign on the Property.  (Seller may only authorize a sign if Seller has authorized marketing/advertising in Section 18.)
6 7 8 9 10 11 12 13	20. SELLER OPT OUTS: Seller further understands and acknowledges that MLS will disseminate the Property's listing information to those MLS brokers and agents (and/or their web vendors) who operate Internet sites, as well as other online providers, and that such sites are generally available to the public. Some, but not all, of these websites may include a commentary section where consumers may include reviews and comments about the Property in immediate conjunction with the listing (blogging), or provide a link to the comments. In addition, some, but not all, of these websites may display an automated estimate of the market value of the Property in immediate conjunction with the listing, or provide a link to the estimate. Seller can instruct Broker to have the MLS not display the property on the Internet. Seller also can instruct the MLS to not display the Property address on the Internet. Seller understands that these opt outs would mean consumers searching for listings on the Internet may not see the Property or the Property's address in response to their search.
14 15	Seller may opt-out of any of the following features by initialing the appropriate space(s) below:
16 17 18 19 20	a/ I/we have advised the Broker that I/we DO NOT want a commentary section displayed or linked to the listed Property (the site operator may indicate that the feature was disabled at the request of the seller).  b/ I/we have advised the Broker that I/we DO NOT want an automated
21 22 23 24 25 26 27 28 29	b/I/we have advised the Broker that I/we DO NOT want an automated estimate of value displayed or linked to the listed Property (the site operator may indicate that the feature was disabled at the request of the seller). *Please note that this automated estimate of value restriction applies to VOW offices only. Virtual Office Websites ("VOWs") are Internet sites operated by MLS Participant Brokers through which they establish relationships and work with clients and customers in cyberspace in ways similar to how real estate professionals interact with clients and customers in a "brick and mortar" environment. This restriction does not apply to automated estimates of value created by non-MLS Participant websites.
30 31	C/ Seller does NOT opt out of any of the above.
32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48	21. OFFICE EXCLUSIVE: Seller does not authorize Broker to disseminate listing information about the Property via GLVAR MLS, however Seller acknowledges and agrees that Broker will file the fully executed Office Exclusive Form with GLVAR MLS in accordance with GLVAR MLS Rules and Regulations. Further, Seller acknowledges and agrees that if there is any Public Marketing of an Office Exclusive listing, then Broker must submit the listing to GLVAR MLS for dissmenation to its participants within one (1) business day of the Public Marketing. Public Marketing includes, but is not limited to, flyers displayed in windows, yard signs, digital marketing on public facing websites, brokerage website displays (including IDX and VOW), digital communications marketing (email blasts), multi-brokerage listing sharing networks, and applications available to the general public.  Seller \( \text{\textit{does-OR-Edoes NOT}} \) select an Office Exclusive listing. (Seller may not select this option if Seller has authorized marketing/advertising in Section 18.)  SELLER(S) INITIALS: \( \text{\te
49	distributed, publicly displayed and reproduced in any medium. Seller hereby grants to Broker a non-exclusive,
	Seller acknowledges that he/she has read, understood, and agreed to each and every provision of this page.  SELLER(S) INITIALS://
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	PLTESCMOT0111

irrevocable, worldwide, royalty-free license to use, sublicense through multiple tiers, publish, display, and reproduce the Broker Listing Content, to prepare derivative works of the Broker Listing Content, and to distribute the Broker Listing Content or any derivative works thereof in any medium. This non-exclusive license shall survive the termination of this Agreement for any reason whatever. Seller represents and warrants to Broker that the Broker Listing Content, and the license granted to Broker for the Broker Listing Content, do not violate or infringe upon the rights, including any copyright rights, of any person or entity. Seller acknowledges and agrees that as between Seller and Broker, all Broker Listing Content is owned exclusively by Broker, and Seller has no right, title or interest in or to any Broker Listing Content.

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23. NEVADA LAW: This Agreement is executed and intended to be performed in the State of Nevada, and the laws of Nevada shall govern its interpretation and effect. The parties agree that the State of Nevada, and the county in which the Property is located, is the appropriate judicial forum for any litigation, related to this Agreement.

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24. ENTIRE CONTRACT: All prior negotiations and agreements between the parties are incorporated in this Agreement, which constitutes the entire contract. Its terms are intended by the parties as a final, complete, and exclusive expression of their agreement with respect to its subject matter and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. This Agreement and any supplement, addendum, or modification, including any photocopy or facsimile, may be executed in two or more counterparts, all of which shall constitute one and the same writing. The terms of this Agreement may not be amended, modified or altered except through a written agreement signed by all of the parties hereto. The parties agree that an MLS Change Order signed by Broker and Seller shall act as a valid written addendum to this Agreement.

21 22 23

25. PARTIAL INVALIDITY: In the event that any provision of this Agreement shall be held to be invalid or unenforceable, such ruling shall not affect the validity or enforceability of the remainder of the Agreement in any respect whatsoever.

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26. ATTORNEY'S FEES: In the event suit is brought by either party to enforce this Agreement, the prevailing party is entitled to court costs and reasonable attorney's fees. If Broker hires an attorney to enforce the collection of any commission payable pursuant to this Listing Agreement and is successful in collecting some or all of such commission without commencing any action or proceeding, Seller agrees to pay such broker's reasonable attorneys' fees and costs and Seller agrees to pay interest at the legal rate on all compensation and other amounts owned or due to Broker from the time due until paid in full.

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27. DAMAGES CAP Notwithstanding any provision to the contrary contained in this Agreement, if Broker shall be liable to Seller for any matter arising from this Agreement, whether based upon an action or claim in contract, warranty, equity, negligence, intended conduct or otherwise (including any action or claim arising from an act or omission, negligent or otherwise, of the liable party) the maximum aggregate liability of Broker to Seller under this agreement shall not exceed the aggregate commission amount that has been paid by Seller to Broker.

38 39 40

41

28. WARRANTY OF OWNERSHIP: Seller warrants that Seller is the sole owner of the Property or has the authority to execute this Agreement. By signing below Seller acknowledges that Seller has read and understands this Agreement and agrees to the terms thereof.

29. FORECLOSURE: Seller understands that failure to make loan payments may result in foreclosure of the Property by a mortgage holder and/or lien holder. Information regarding the foreclosure or litigation status of a property is available from the County Recorder where the Property is located. Seller represents that at the time of this listing (complete parts a and b):

46 47 48

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a. A Notice of Default (Breach) and Election to Sell & has not -OR- - has (date:\_ recorded against the Property. If a Notice of Default has not been recorded against the Property as of the date of this Agreement, Seller agrees to notify Broker within five (5) business days of receipt of such a notice. Seller acknowledges that he/she has read, understood, and agreed to each and every provision of this page.

SELLER(S) INITIALS: \_\_\_\_/\_\_\_/\_

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1 2 3	Scller understands that the recording of a Notice of Default begins a statutory foreclosure period, which varies in duration. At the end of the foreclosure period, the Property typically will be sold at a Trustee's Sale (foreclosure sale) and Seller will lose all rights and interest in the Property.
4	b. Seller E has not -OR-   has (date:) been served with a Summons and Complaint
5	from Lender seeking to foreclose the property in court. The Parties understand that the filing and service of a
6	Suppose and Complaint begins a judicial forcelosure process which varies in duration, and which may result in a
7	judgment against Seller. The judgment will typically be enforced through a foreclosure sale conducted by the Sheriff
8	for the county where the Property is located and Seller will lose all rights and interest in the Property.
9	a Saller understands that if the Property is not sold to a buyer before a foreclosure sale of the Property,
10	Seller will lose all rights and interest in the Property. Seller understands that Broker cannot stop a foreclosure.
11	SELLER(S) INITIALS://
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13	30. SIGNATURES: This Agreement may be signed by the parties manually or electronically (digitally) and on
14	more than one copy, which, when taken together, each signed copy shall be read as one complete form. Facsimile
15	signatures may be accepted as original.
16	
17	31. RECOMMENDATIONS: If Broker recommends a builder, contractor, escrow company, title company, pest
18	control service, appraiser, lender, home inspection company or home warranty company or any other person or
19	entity to Seller for any purpose, said recommendation shall be independently investigated and evaluated by Seller,
20	who hereby acknowledges that any decision to enter into any contractual arrangement with any such person or entity
21	recommended by Broker will be based solely upon such independent investigation.
22	and the second s
23	32. DEFAULT: If Seller materially breaches this Listing, Seller is in default and will be liable to Broker for the
24	amount of the Broker's fee specified in Section 5 and any other fees Broker is entitled to receive under this
25	Agreement. If a sales price is not determinable in the event of an exchange or breach of this Listing, the Listing
26	Price will be the sales price for purposes of computing Broker's fee. If Broker breaches this Agreement, Broker is
27	in default and Seller may exercise any remedy at law.
28	Delegen and for in hinding your Seller and Seller's hairs
29	33. BINDING EFFECT: Seller's obligation to pay Broker an earned fee is binding upon Seller and Seller's heirs,
30	administrators, executors, successors and permitted assignees.
31	To record the performance of the control of the performance of the per
32	34. JOINT AND SEVERAL: All Sellers executing this Listing are jointly and severally liable for the performance
33	of all its terms.
34	or receives. Time is of the assence of this Agreement and each of its terms
35	35. TIME OF ESSENCE: Time is of the essence of this Agreement and each of its terms.
36	
37	36. Seller hereby agrees that once an offer has been accepted the MLS Status shall be (choose one only):
38	M Under Contract Show: The property may be shown even after an offer has been accepted.
39	☐ Under Contract No Show: The property will not be shown once an offer has been accepted.
	☐ Determined by seller upon acceptance of the offer.
40	Determined by series about acceptance of the system
41	On E. J. Advantage on IDC Section 1031 toy deformed
42	37. 1031 EXCHANGE: The Seller \( \text{ does -OR-} \) does not intend to perform an IRC Section 1031 tax deferred
43	exchange. If yes, Broker is aware and acknowledges that Seller intends to perform an IRC Section 1031 tax
44	deferred exchange. Broker will cooperate in such an exchange and Seller agrees to hold Broker harmless from any
45	and all claims, costs, liabilities or delays in time resulting from such an exchange.
46	
47	
48	
	Seller acknowledges that he/she has read, understood, and agreed to each and every provision of this page.
	SELLER(S) INITIALS://
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This form presented by Aaron E Zollett | eXp Realty | 7025450020 | Aaron@homepros.vegas

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	ED BODTI	 ON OF T	IIS ACRE	EMENT HAS BEEN APPROVED BY THE GREAT
LAS VEGAS ASS VALIDITY OR AI	OCIATIO EQUACY	N OF REA	LTORS® PROVISIO CONSUL	, NO REPRESENTATION IS MADE AS THE LEGA ON OR THE TAX CONSEQUENCES THEREOF. F IT YOUR ATTORNEY OR TAX ADVISOR.
By signing below, forth Seller agrees	Seller cons to keep B	ents to rec roker advi	ceive trans ised of his/	missions sent from Broker to the e-mail address(es) ther address and telephone number (or a number will turing the term of this Agreement.
SELLER:				
Date		Time	;	□ AM □ PM
				Printed Name: GN M
				Address 8546 Procyon St Las Vegas MV 19139
Date		_ Time	;	□ AM □ PM
				Printed Name: Mario (Te) Accomando
				Address 8546 Procyon St Las Vegas NV 29339
Date		_ Time	:_	🗆 АМ 🗆 РМ
Seller's Signature _	· - <del>_</del>			Printed Name:
Phone	_ E-Mail		<del>_</del> _	Address
Date		Time	:	DAM DPM
Seller's Signature				Printed Name:
				Address
Seller acknowledges	that he/she			and agreed to each and every provision of this page.

Company			
Address	City	State	Zip
Phone	E-Mail		
Designated Licensee Signature	·	Licen	se No
Printed Name:	Li	censee's Phone:	
Broker's Signature			
Printed Name:			
AN EXCLUSIVE BROKERAGE AG			

Seller acknowledges that he/she has read, understood, a	nd agreed	l to each a	ind every prov	usion of this page.
SELLER(S) INITIALS:	/_	/	/	

Exclusive Right (ER) Listing Agreement Rev. 04.22

## PLTFSCMOT0115



# WHAT EVERYONE SHOULD KNOW ABOUT EQUAL OPPORTUNITY IN HOUSING



The sale and purchase of a home is one of the most significant events that any person will experience in their lifetime. It is more than the simple purchase of housing, for includes the hopes, dreams, aspirations, and economic destiny of those involved.

#### THE LAW - Civil Rights Act of 1866

The Civil Rights Act of 1866 prohibits all racial discrimination in the sale or rental of property.

#### Fair Housing Act

The Fair Housing Act declares a national policy of fair housing throughout the United States. The law makes illegal any discrimination in the sale, lease or rental of housing, or making housing otherwise unavailable, because of race, color, religion, sex, handicap, familial status, or national origin.

## Americans with Disabilities Act

Title III of the Americans with Disabilities Act prohibits discrimination against the disabled in places of public accommodations and commercial facilities.

### **Equal Credit Opportunity Act**

The Equal Credit Opportunity Act makes discrimination unlawful with respect to any aspect of a credit application on the basis of race, color, religion, national origin, sax, marital status, age or because all or part of the applicant's income derives from any public assistance program.

#### State and Local Laws

State and Local laws often provide broader coverage and prohibit discrimination based on additional classes not covered by federal law.

#### THE RESPONSIBILITIES

The home seller, the home seeker, and the real estate professional all have rights and responsibilities under the law.

#### For the Home Seller

You should know that as a home seller or landlord you have a responsibility and a requirement under the law not to discriminate in the sale, rental and financing of property on the basis of race, color, religion, sex, handicap, familial status, or national origin. You cannot instruct the licensed broker or salesperson acting as your agent to convey for you any limitations in the sale or rental, because the real estate professional is also bound by law not to discriminate. Under the law, a home seller or landlord cannot establish discriminatory terms or conditions in the purchase or rental, deny that housing is available or advertige that the property is available only to persons of a certain race, color, religion, sex, handicap, familial status, or national origin.

### For the Home Seeker

You have the right to expect that housing will be available to you without discrimination or other limitation based on race, color, religion, sex, handicap, familial status, or national origin.

This includes the right to expect:

- housing in your price range made available to you without discrimination
- equal professional service
- the opportunity to consider a broad range of housing choices
- no discriminatory limitations on communities or locations of housing
- no discrimination in the financing, appraising or insuring of housing
- reasonable accommodations in rules, practices and procedures for persons with
- non-discriminatory terms and conditions for the sale, rental, financing, or insuring of a
- dwelling
- to be free from harassmont or intimidation for exercising your fair housing rights.

As a home seller or home seeker, you should know that the term REALTOR® Identifies a licensed professional in real estate who is a member of the NATIONAL ASSOCIATION OF REALTORS®. Not all licensed real estate brokers and salespersons are members of the National Association, and only those who are can identify themselves as REALTOR®. OF REALTORS®. Not all licensed real estate brokers and salespersons are members of the National Association, licensed brokers or salespersons are prohibited by law They conduct their business and activities in accordance with a strict Code of Ethics. As agents in a real estate transaction, licensed brokers or salespersons are prohibited by law from discriminating on the basis of race, color, religion, sex, handicap, familial status, or national origin. A request from the home seller or landlord to act in a discriminatory manner in the sale, lease or rental cannot lagally be fulfilled by the real estate professional.

# DEED AND PROPERTY COVENANTS OR RESTRICTIONS OF RECORD

During the history of our country, some persons have placed restrictions on property based on race, color, religion, sex, handicap, familial status, or national origin. Generally, these restrictions are void and unenforceable, with limited exceptions for particular types of religious housing and housing for older persons. The publication of these void restrictions are void and unenforceable, with limited exceptions for particular types of religious housing and housing for older persons. The publication of these void restrictions are void and unenforceable, with limited exceptions for particular types of religious housing and housing for older persons. The publication of these void restrictions continue to be valid. Any time a sales associate or broker is asked to provide a copy of the covenants or restrictions of record relating to the use of a property the following message should be included:

These documents may contain restrictions or covenents based on race, color, religion, sex, handicap, familial status, or national origin.

Such restrictions or covenants generally are void and unenforceable as violations of fair housing laws

Be assured that ell property is marketed and made available without discrimination based on race, color, religion, sex, handicap,

familial status, or national origin. Should you have any quastions regarding such restrictions, please contect your attorney.

## THE EQUAL OPPORTUNITY PROGRAM

The NATIONAL ASSOCIATION OF REALTORS® has developed a Fair Housing Program to provide resources and guidance to REALTORS® in ensuring equal professional services for all people.

Article 10 of the NATIONAL ASSOCIATION OF REALTORS® Code of Ethics requires that "REALTORS® shall not deny equal professional services to any person for reasons of race, color, religion, sex, handlcap, familial status, or national origin. REALTORS® shall not be a party to any plan or agreement to discriminate against a person or persons on the basis of race, color, religion, sex, handlcap, familial status, or national origin."

A REALTOR® pledges to conduct business in keeping with the spirit and letter of the Code of Ethics, Article 10 Imposes obligations upon REALTOR® and is also a firm statement of support for equal opportunity in housing.

## Fair Housing Partnership

The Feir Housing Partnership negotiated with the U.S. Department of Housing and Urban Development (HUD) outlines a program of voluntary compliance. REALTORS® voluntarily participate in activities and program to acquaint the community with the availability of equal housing opportunity, to establish office procedures to ensure that there is no denial of participate in activities and program to acquaint the community with the availability of equal housing opportunity, to establish office procedures to ensure that there is no denial of equal professional service, to make materials available which will explain this commitment, and to work with other groups within the community to identify and remove barriers to

Local Boards of REALTORS® will accept complaints alleging violations of the Code of Ethics filed by a homeseaker who alleges discriminatory treatment in the availability, purchase or rental of housing. Local Boards of REALTORS® have a responsibility to enforce the Code of Ethics through professional standards procedures and corrective action In cases where a violation of the Code of Ethics is proven to have occurred.

Complaints alleging discrimination in housing may be filed with the nearest office of the Department of Housing and Urban Development (HUD), or by calling HUD's Discrimination Housing and Urban Development (HUD), for by calling HUD's Discrimination Housing and Urban Development (HUD), or by calling HUD's Discrimination HuD's Fair Housing Information Clearinghouse at 1-800-343-3442.

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Seller(s) initials



# EXHIBIT "4"

Updated listing documents for the property located at 9607 Lame Horse Drive, Las Vegas, Nevada 89123, Bates Nos. PLTFSCMOT0117 - PLTFSCMOT0127



# **EXCLUSIVE AUTHORIZATION AND RIGHT TO** SELL, EXCHANGE, OR LEASE BROKERAGE LISTING AGREEMENT (ER)



This is intended to be a legally binding contract. No Representation is made as to the legal or tax consequences of this contract. If you desire legal or tax advice, consult your attorney or tax advisor.

I/We, <u>M G N</u> hereby employs and grants _			_		("Seller")
hereby employs and grants $\_$		Xp Realty		(Compa	a et 11.50 p.m. Pacific
"Broker") the exclusive and i	rrevocable right, com	mencing on	10/1/20	ozz, and expire	of Las Vacas
Time on	o sell, lease of exchar	ige ine Kear.	177-22-41	1_025	commonly known as:
County of Clark  9607 Lame Horse Dr	, Nevada, APN	7;	1//-22-41	NV 89123-	5816 ("the Property").
9607 Lame Horse Dr			is regan_		( 224 216 )
2. TERMS OF SALE; The	isting price shall be \$	325	,000.00	, with a sug	gested amount of an
Earnest Money Deposit (EM	D) of \$3,	250.00			
Terms available: 🛮 Cash	CONV ZIFHA	$\square$ Lease	<b>₩</b> VA	☐ Lease Option	☐ Owner Will Carry
Other:					
Note: If the Property is offere					
applicable.)					
Seller <b>Z docs -OR</b> - □ does n	et authoriza Broker to	a disclose the	e existence	of multiple offers	to purchase the
Seller <b>&amp; does -OR- <math>\square</math> does n</b> property to potential buyers.	OL AUMONZE DIOKELU Spilipp/Stinitial	g. /	/	/	<u></u>
property to potential buyers.	SELLER(S) INTITAL	"· <u> </u>			
Seller <b>E</b> does -OR- 🛘 does n	ot authorize Broker to	disclose the	e offer(s), p	rice and terms.	
SELLER(S) INITIALS:	( ) / /	1	(-),,		
SELLER(S) INITIALS.		<del></del>			
3. PROPERTY OFFERED	FOR SALE: The list	ting price no	ted above is	ncludes the Prope	rty and all
improvements and fixtures p	ermanently affixed an	d installed.			
-					
a. The following iter	ns of Personal Proper	ty are includ	ed in the at	ove price and sha	all be conveyed
unencombered in escrow by	a valid bill of sale:				
All items listed in the	MLS.				
b. The following iter	. CD1 Dunmar	tu ara awaliid	lad from the	e above price and	not included in the
sale:					
	s Contains 🗀 -OR-	Does Not Co	ontain 🗷 S	MART technolog	y which powers and or
automatan europillance syste	me security environ	ental contro	ls and home	e entertainment fe	eatures but not limited
to of the home. If the proper	ty so does contain SM	IART Techn	ology selle:	r will complete a	SMAKI Home
technology addendum which	is incorporated as par	rt of this agn	eement and	identifies the iter	ns seller intends to
convey with the sale. All Att	ached Fixures must c	onvey unless	identified	above.	
<b>,</b>					
Seller acknowledges that he/s	he has read, understoo	d, and agree	d to each an	d every provision	of this page.
, and the second	SELLER(S) INITIA				
Exclusive Right (ER) Listing Agre					istion of REALTORS®
			F	LTFSCMOT	T0117

1 2 3 4 5	Seller identifies above items as included or excluded in offering of the Property for sale. Seller understands that the purchase agreement takes precedence over any intention identified above and will ultimately determine what items are included and excluded in the sale. Seller further understands it is their responsibility to ensure the items not included in the sale are addressed in any counter offer to ensure buyers understanding of sellers intent.
6	d Leased or Liened Items: The following items are leased or subject to a lien in securing payment:
7	□ Solar power system □ Alarm system □ Propane tank □ Water softener
8	□ Other(s)
9	···
10	Seller will provide to Buyer, as a part of the purchase agreement, copies of lease documents, or other documents
11	obligating Seller to pay for such leased or lien items.
12	4. TITLE INSURANCE: Sciler agrees to provide Buyer with an owner's policy of title insurance in the amount
13	
14	of the selling price.
15 16	5. COMPENSATION TO BROKER: Compensation is solely a matter of negotiation between Broker and Seller
17	and is not fixed suggested, controlled or recommended by GLVAR, MLS or any other person not a party to this
18	Agreement. Sciler agrees to pay Broker as compensation for services:
19	
20	IF A SALE: 4 % of the gross selling price of the Property MAND / OR \$ 995
21	(flat fee amount). Seller acknowledges that offers of cooperative compensation are between blokers and are not
22	negotiable between the Seller and Buyer.
23	IF A LEASE: % of the total rental agreed to be paid by lessee
24	☐ AND /☐ OR \$ (flat fee amount). Seller acknowledges that offers of cooperative compensation
25	are between brokers and are not negotiable between the Seller and Tenant.
26 27	are between blokels and are not negotiable between all balls the
21	
28	Compensation shall be due:
28 29	Compensation shall be due:
29	is the Report is reald or lessed by Broker, or through any other person including Seller, on the above
	a. if the Property is sold or leased by Broker, or through any other person including Seller, on the above terms or any other price and terms acceptable to Seller during the above time period or any extension of said time
29 30 31 32	a. if the Property is sold or leased by Broker, or through any other person including Seller, on the above terms or any other price and terms acceptable to Seller during the above time period or any extension of said time
29 30 31 32 33	a. if the Property is sold or leased by Broker, or through any other person including Seller, on the above terms or any other price and terms acceptable to Seller during the above time period or any extension of said time period;  b. if the Property is transferred, conveyed, leased, rented, or made unmarketable by a voluntary act of Seller
29 30 31 32 33 34	a. if the Property is sold or leased by Broker, or through any other person including Seller, on the above terms or any other price and terms acceptable to Seller during the above time period or any extension of said time period;  b. if the Property is transferred, conveyed, leased, rented, or made unmarketable by a voluntary act of Seller without the consent of Broker, during the time period or any extension of said time period;  if this analysis of the final termination, including extensions, of this Agreement, the
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_	to the above compensation. In the event any sum of money due under this Agreement remains unpaid for a period
1	of thirty (30) days, such sum shall bear interest at the rate of () percent per annum from the due date
2 3	until paid.
4	·
5	6. DEPOSIT: Broker is authorized to accept on Seller's behalf a deposit to be applied toward purchase price or
6	lease. Said deposit shall be held by: (SELECT ONE) Escrow -OR- Broker -OR- Other
7	
8	7. AGENCY RELATIONSHIP:
9	a. Broker warrants that he holds a current, valid Nevada real estate license. Broker shall act as the agent of
10	the Seller and may also assign or designate a licensee of the Broker who shall act as the representative of the Seller
11	in any resulting transaction.
12	b. Depending upon the circumstances, it may be necessary or appropriate for the designated licensec to act as agent for both Seller and Buyer, exchange parties, or one or more additional parties. If applicable, Broker and
13	the designated licensee shall disclose to Seller any election to act as an agent representing more than one party and
14	obtain the written Consent To Act Form signed by all parties to the transaction.
15 16	a. Broker may also have licensees in its company who are agents of the Buyer who may show and negotiate
17	are affect to purchase Saller's Property. In this event, the licensess who represent the Buyer will only represent the
18	Buyer in the transaction with all duties owed to the Buyer and not the Seller. This, therefore, does not require a
19	Consent To Act Form.
20	
21	8. REQUIRED DISCLOSURES:
22	a. Unless exempt under NRS chapter 113, Seller shall truthfully complete and sign a Seller's Real Property
23	Disclosure Statement concerning the condition of the Property. Sciler shall update the Seller's Real Property
24	Disclosure as necessary.  b. If the Property is or has been the subject of a construction defect claim, whether litigated or not, Seller
25 26	shall provide the displayure required by NRS 40 688.
27	c. If the Property was built prior to 1978, Seller shall complete the Disclosure of Information on Lead-
28	Based Paint Hazards in accordance with Federal Regulations.
29	d. Seller acknowledges receipt of the Residential Disclosure Guide:
30	SELLER(S) INITIALS:/
31	t C 1 . 11. 11 Darley CINAD and the MIS harmless from
32	9. INDEMNIFICATION: Seller agrees to save, defend, and hold Broker, GLVAR, and the MLS harmless from all claims, disputes, litigation, and/or judgments arising from (i) any misrepresentation, breach of warranty or breach
33	of a promise by Seller in this Listing Agreement (ii) any incorrect information supplied by Seller (iii) any facts
34	concerning the Property not disclosed by Seller, including any facts known to Seller relating to adverse conditions
35 36	ar latent defects (iv) the use of a keybox, or (v) any injury or damage to persons or property in connection with the
30 37	marketing or showing of the Property. This indemnification shall survive Broker's performance and any transfer of
38	title.
39	
40	10. FAIR HOUSING: Broker shall offer the Property for sale or lease without regard to race, color, religion, sex,
41	national origin, age, gender identity or expression, familial status, sexual orientation, ancestry, or handicap and any
42	other current requirements of federal or state fair housing laws.
43	D. C. Sanat Leasted within a Common Interest
44	11. COMMON INTEREST COMMUNITY: The Property & is -OR- is not located within a Common Interest
45	Community (CIC). If yes, please complete the following:
46	Name of CIC(s). Stone Canyon Sierra
47	Name of CIC(s): Stone Canyon Sierra  Telephone:
48	Scher R is -OR- I is not current on all dues and assessments.
49	
	Seller acknowledges that he/she has read, understood, and agreed to each and every provision of this page.
	SELLER(S) INITIALS://
	Exclusive Right (ER) Listing Agreement Rev. 04.22 Page 3 of 11 ©2022 Greater Las Vegas Association of REALTORS®

1 2	Name of CIC(s):
3	Name of CIC(s):
4	Seller □ is -OR- □ is not current on all dues and assessments.
5	
6	Name of CIC(s):
7	Name of CIC(s): Ducs: \$ payable \( \Boxed{\text{monthly-OR-}}\) quarterly
8	Seller □ is -OR- □ is not current on all dues and assessments.
9	
10	If the Property is located within a CIC, Seller acknowledges and agrees to obtain (at Seller's own expense as
11	If the Property is located within a Cic, Selici acknowledges and agree of the Property is located within a Cic, Selici acknowledges and agree of the Property is located within a Cic, Selici acknowledges and agree of the Property is located within a Cic, Selici acknowledges and agree of the Property is located within a Cic, Selici acknowledges and agree of the Property is located within a Cic, Selici acknowledges and agree of the Property is located within a Cic, Selici acknowledges and agree of the Property is located within a Cic, Selici acknowledges and agree of the Property is located within a Cic, Selici acknowledges and agree of the Property is located within a Cic, Selici acknowledges and agree of the Property is located within a Cic, Selici acknowledges and a located within a cic, and a located within a located within a located within a cic, and a located within a loca
12	for delivery to Buyer.
13	12. SPECIAL ASSESSMENTS: The Property □ is −OR− ☑ is not subject to special government assessments,
14	such as SID and LID. (For information please go to: www.amgnv.com)
15	If yes, please complete the following:
16	If yes, please complete the following.
17 18	Balance remaining: \$
19	Designant amount: \$
20	Payment Due: select one (1) Monthly \(\preceq\) Quarterly \(\preceq\) Semi Annually \(\preceq\) Annually \(\preceq\)
21	
22	13. KEYBOX: Seller   does one authorize Broker to install a keybox (electronic   does not authorize Broker to install a keybox (electronic   does one authorize Broker to install a keybox (electronic   does one authorize Broker to install a keybox (electronic   does one authorize Broker to install a keybox (electronic   does one authorize Broker to install a keybox (electronic   does one authorize Broker to install a keybox (electronic   does one authorize Broker to install a keybox (electronic   does one authorize Broker to install a keybox (electronic   does one authorize Broker to install a keybox (electronic   does one authorize Broker to install a keybox (electronic   does one authorize Broker to install
23	and the charging of the Property A mechanical keybox is a combination-type
24	the second the second the combination/code. The MILD requires that a value working
25	to do a machanical keybox be included in the listing for ease of showing. The code is a confidential field was a
26	not intended to be available to the public. Seller acknowledges that they have been advised that:
27	a. The purpose and function of the keybox is to permit access to the interior of the Property by all members
28	a. The purpose and function of the keybox is to permit access to the interior of the Property; of GLVAR's MLS as well as any licensed professionals necessary to facilitate the sale of the Property;
29	b. Seller should safeguard Personal Property and valuables located within the Property;
30	this make a surfacement of the CI VAD's MIS for a Seller to allow the use of a keybox;
31 32	d. Where a tenant occupies the Property, the tenant's consent is also required, which shall be obtained by
33	A. Calles or higher Property Manager
34	a u. E. Jaco not outhorize Broker to issue "One Day Codes" to access the electronic
35	A MONO Day Code" is an electronic means to allow access to the keybox key
36	compartment Broker shall only issue such codes to licensed professionals. Bloker futility agrees to discuss the codes to licensed professionals.
37	11
38	f. Owner acknowledges that GLVAR, the MLS, Broker or its Listing Agent is not insuring owner or occupant against theft, loss or vandalism resulting from such access. Owner is responsible for taking such steps as
39	may be necessary to secure and protect the Property during any time that a keybox is being used and obtaining
40	
41 42	appropriate insurance.
43	14. RENT/LEASE: The Property [ is -OR- is not currently occupied by a Tenant.
43 44	The control of the co
45	The Property   18 -OR-   18 not subject to a management agreement without fourteen (14) days prior written notice to Broker.
46	lease the Property during the term of this Agreement without fourteen (14) days prior written notice to Broker.
47	10000 (504 1 10 1 - 1 )
	Seller acknowledges that he/she has read, understood, and agreed to each and every provision of this page.
	SELLER(S) INITIALS://
	Exclusive Right (ER) Listing Agreement Rev. 04.22 Page 4 of 11 ©2022 Greater Las Vegas Association of REALTORS®
	PLTFSCMOT0120
	This form presented by Aaron E Zollett   eXp Realty   7025450020   Aaron@homepros.vegas
	- A A NORTHWEN

1 2 3 4 5 6 7 8 9 10 11	15. TAX WITHHOLDING: Seller agrees to perform any act reasonably necessary to carry out the provisions of the Foreign Investment in Real Property Tax Act (FIRPTA). If applicable (as designated in the Seller's Response herein), Seller agrees to complete, sign, and deliver to ESCROW HOLDER a certificate indicating whether Seller is a foreign person or a nonresident alien pursuant to the Foreign Investment in Real Property Tax Act (FIRPTA). A foreign person is a nonresident alien individual; a foreign corporation not treated as a domestic corporation; or a foreign partnership, trust or estate. A resident alien is not considered a foreign person under FIRPTA. Additional information for determining status may be found at www.irs.gov. Seller understands that if Seller is a foreign person then the Buyer must withhold a tax in an amount to be determined by ESCROW HOLDER in accordance with FIRPTA, unless an exemption applies. Seller agrees to sign and deliver to the ESCROW HOLDER the necessary documents, to be provided by the ESCROW HOLDER, to determine if withholding is required (see 26 USC Section 1445).
12	and a second sec
13	FIRPTA DECLARATION: Seller declares that he/she
14	E is not -OR-
15	is a foreign person therefore subjecting this transaction to FIRPTA withholding.
16	SELLER(S) INITIALS:/
17 18 19 20 21 22 23	16. MEDIATION: The Broker and Seller agree to negotiate in good faith in an effort to resolve any dispute related to this Listing Agreement that may arise between the parties. If the dispute cannot be resolved by negotiation, the dispute will be submitted to a mediator agreed to by the parties. Mediation fees, if any, shall be divided equally among the parties involved. By initialing below, the parties confirm that they have read and understand this section and voluntarily agree to the provisions thereof.  SELLER(S) INITIALS:/
24 25 26 27 28 29 30 31	17. MULTIPLE LISTING SERVICE (MLS): Broker is a participant of THE GREATER LAS VEGAS ASSOCIATION OF REALTORS® (GLVAR) Multiple Listing Service (MLS), and listing information about the Property will be provided to the MLS to be published and disseminated to its Participants and Subscribers in accordance with its Rules and Regulations and Sections 18, 19, 20 and 22 herein, unless Seller selects the Office Exclusive option in Section 21 and signs the Office Exclusive Form. Broker is authorized to cooperate with other real estate Brokers, and to report the sale, its price, terms and financing for the publication, dissemination information and use by authorized Association members, MLS Participants and Subscribers.
32 33 34 35 36 37 38 39 40	18. MARKETING AND ADVERTISING: Seller acknowledges that, unless Seller signs photo exclusion, photographs of the Property may be taken for publication in the MLS computer system. Subject to Section 20, Seller agrees that the Property may be advertised in any and all formats of media including but not limited to electronic and print advertising. Should Seller provide photographs of the Property, Seller warranties and represents that Seller has the ownership rights to said photographs and by providing said photographs irrevocably assigns any and all ownership rights to the Broker. Seller further acknowledges that once images are placed on the Internet, neither the Broker nor the Seller have control over who can view such images and what use viewers may make of the images or how long such images may remain on the internet.
41 42 43 44 45 46	Seller acknowledges that prospective buyers and/or other persons coming on to the property may take photographs, video and/or other images of the property. Seller understands that Broker does not have the ability to control or block the taking of and use of images by such persons. Once the images are taken and or put into electronic display on the Internet or otherwise published neither the Broker nor the Seller has control over how such images are used.
47	Seller & does -OR does not authorize Broker to commence public marketing and advertising activities.
48	SELLER(S) INITIALS:///
49	
	Seller acknowledges that he/she has read, understood, and agreed to each and every provision of this page.
	SELLER(S) INITIALS://
	Exclusive Right (FR) Listing Agreement Rev. 04.22 Page 5 of 11 ©2022 Greater Las Vegas Association of REALTORS®
	DI PEROMOTO A CA

1 2	19. SIGN: Seller ■ does -OR- □ does not authorize Broker to install a FOR SALE/LEASE sign on the Property. (Seller may only authorize a sign if Seller has authorized marketing/advertising in Section 18.)			
3 4 5 6 7 8 9 10 11 12 13	20. SELLER OPT OUTS: Seller further understands and acknowledges that MLS will disseminate the Property's listing information to those MLS brokers and agents (and/or their web vendors) who operate Internet sites, as well as other online providers, and that such sites are generally available to the public. Some, but not all, of these websites may include a commentary section where consumers may include reviews and comments about the Property in immediate conjunction with the listing (blogging), or provide a link to the comments. In addition, some, but not all, of these websites may display an automated estimate of the market value of the Property in immediate conjunction with the listing, or provide a link to the estimate. Seller can instruct Broker to have the MLS not display the property on the Internet. Seller also can instruct the MLS to not display the Property address on the Internet. Seller understands that these opt outs would mean consumers searching for listings on the Internet may not see the Property or the Property's address in response to their search.			
14 15	Seller may opt-out of any of the following features by initialing the appropriate space(s) below:			
16 17 18 19	a/ / I/we have advised the Broker that I/we <b>DO NOT</b> want a <b>commentary section</b> displayed or linked to the listed Property (the site operator may indicate that the feature was disabled at the request of the seller).			
20 21 22 23 24 25 26 27 28 29	b			
30 31	c/ Seller does NOT opt out of any of the above.			
32 33 34 35 36 37 38 39 40 41 42 43 44	21. OFFICE EXCLUSIVE: Seller does not authorize Broker to disseminate listing information about the Property via GLVAR MLS, however Seller acknowledges and agrees that Broker will file the fully executed Office Exclusive Form with GLVAR MLS in accordance with GLVAR MLS Rules and Regulations. Further, Seller acknowledges and agrees that if there is any Public Marketing of an Office Exclusive listing, then Broker must submit the listing to GLVAR MLS for dissmenation to its participants within one (1) business day of the Public Marketing. Public Marketing includes, but is not limited to, flyers displayed in windows, yard signs, digital marketing on public facing websites, brokerage website displays (including IDX and VOW), digital communications marketing (email blasts), multi-brokerage listing sharing networks, and applications available to the general public.  Seller \( \preced  does NOT select an Office Exclusive listing. (Seller may not select this option if Seller has authorized marketing/advertising in Section 18.)  SELLER(S) INITIALS: \( \frac{\preced \text{ figure of the properties			
45 46 47 48 49	recordings, virtual tours, drawings, written descriptions, remarks, narranves, pricing intolliation, and other copyrightable elements relating to the Property provided by Seller to Broker or Broker's agent (the "Broker Listing Content") and any changes thereto, may be filed with MLS, included in compilations of listings, and otherwise distributed, publicly displayed and reproduced in any medium. Seller hereby grants to Broker a non-exclusive,			
	Seller acknowledges that he/she has read, understood, and agreed to each and every provision of this page.			
	SELLER(S) INITIALS:/			
	Exclusive Right (ER) Listing Agreement Rev. 04.22 Page 6 of 11 ©2022 Greater Las Vegas Association of REALTORS®			
	PLTFSCMOT0122			

irrevocable, worldwide, royalty-free license to use, sublicense through multiple tiers, publish, display, and reproduce the Broker Listing Content, to prepare derivative works of the Broker Listing Content, and to distribute the Broker Listing Content or any derivative works thereof in any medium. This non-exclusive license shall survive the termination of this Agreement for any reason whatever. Seller represents and warrants to Broker that the Broker Listing Content, and the license granted to Broker for the Broker Listing Content, do not violate or infringe upon the rights, including any copyright rights, of any person or entity. Seller acknowledges and agrees that as between Seller and Broker, all Broker Listing Content is owned exclusively by Broker, and Seller has no right, title or interest in or to any Broker Listing Content.

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23. NEVADA LAW: This Agreement is executed and intended to be performed in the State of Nevada, and the laws of Nevada shall govern its interpretation and effect. The parties agree that the State of Nevada, and the county in which the Property is located, is the appropriate judicial forum for any litigation, related to this Agreement.

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24. ENTIRE CONTRACT: All prior negotiations and agreements between the parties are incorporated in this Agreement, which constitutes the entire contract. Its terms are intended by the parties as a final, complete, and exclusive expression of their agreement with respect to its subject matter and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. This Agreement and any supplement, addendum, or modification, including any photocopy or facsimile, may be executed in two or more counterparts, all of which shall constitute one and the same writing. The terms of this Agreement may not be amended, modified or altered except through a written agreement signed by all of the parties hereto. The parties agree that an MLS Change Order signed by Broker and Seller shall act as a valid written addendum to this Agreement.

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25. PARTIAL INVALIDITY: In the event that any provision of this Agreement shall be held to be invalid or unenforceable, such ruling shall not affect the validity or enforceability of the remainder of the Agreement in any respect whatsoever.

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26. ATTORNEY'S FEES: In the event suit is brought by either party to enforce this Agreement, the prevailing party is entitled to court costs and reasonable attorney's fees. If Broker hires an attorney to enforce the collection of any commission payable pursuant to this Listing Agreement and is successful in collecting some or all of such commission without commencing any action or proceeding, Seller agrees to pay such broker's reasonable attorncys' fees and costs and Seller agrees to pay interest at the legal rate on all compensation and other amounts owned or due to Broker from the time due until paid in full.

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27. DAMAGES CAP Notwithstanding any provision to the contrary contained in this Agreement, if Broker shall be liable to Seller for any matter arising from this Agreement, whether based upon an action or claim in contract, warranty, equity, negligence, intended conduct or otherwise (including any action or claim arising from an act or omission, negligent or otherwise, of the liable party) the maximum aggregate liability of Broker to Seller under this agreement shall not exceed the aggregate commission amount that has been paid by Seller to Broker.

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28. WARRANTY OF OWNERSHIP: Seller warrants that Seller is the sole owner of the Property or has the authority to execute this Agreement. By signing below Seller acknowledges that Seller has read and understands this Agreement and agrees to the terms thereof.

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29. FORECLOSURE: Seller understands that failure to make loan payments may result in foreclosure of the Property by a mortgage holder and/or lien holder. Information regarding the foreclosure or litigation status of a property is available from the County Recorder where the Property is located. Seller represents that at the time of this listing (complete parts a and b):

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a. A Notice of Default (Breach) and Election to Sell E has not -OR- I has (date: \_ recorded against the Property. If a Notice of Default has not been recorded against the Property as of the date of this Agreement, Seller agrees to notify Broker within five (5) business days of receipt of such a notice. Seller acknowledges that he/she has read, understood, and agreed to each and every provision of this page.

SELLER(S) INITIALS: \_\_\_\_/\_\_\_/\_\_\_

Exclusive Right (ER) Listing Agreement Rev. 04.22

Page 7 of 11 ©2022 Greater Las Vegas Association of REALTORS®



1 2	Seller understands that the recording of a Notice of Default begins a statutory foreclosure period, which varies in duration. At the end of the foreclosure period, the Property typically will be sold at a Trustee's Sale (foreclosure			
3	sale) and Seller will lose all rights and interest in the Property.			
4 5 6 7	from Lender seeking to foreclose the property in court. The Parties understand that the fining that several summons and Complaint begins a judicial foreclosure process which varies in duration, and which may result in a judgment against Seller. The judgment will typically be enforced through a foreclosure sale conducted by the Sheriff and Seller will lose all rights and interest in the Property.			
8 9 10	c. Seller understands that if the Property is not sold to a buyer before a toreclosure said of the Property.  Seller will lose all rights and interest in the Property. Seller understands that Broker cannot stop a foreclosure.			
11 12	SELLER(S) INITIALS://			
13 14 15	30. SIGNATURES: This Agreement may be signed by the parties manually or electronically (digitally) and on more than one copy, which, when taken together, each signed copy shall be read as one complete form. Facsimile signatures may be accepted as original.			
16	<del>-</del>			
17 18 19 20 21	31. RECOMMENDATIONS: If Broker recommends a builder, contractor, escrow company, title company, pest control service, appraiser, lender, home inspection company or home warranty company or any other person or entity to Seller for any purpose, said recommendation shall be independently investigated and evaluated by Seller, who hereby acknowledges that any decision to enter into any contractual arrangement with any such person or entity recommended by Broker will be based solely upon such independent investigation.			
22 23 24 25 26 27	32. DEFAULT: If Sciler materially breaches this Listing, Seller is in default and will be liable to Broker for the amount of the Broker's fee specified in Section 5 and any other fees Broker is entitled to receive under this Agreement. If a sales price is not determinable in the event of an exchange or breach of this Listing, the Listing Price will be the sales price for purposes of computing Broker's fee. If Broker breaches this Agreement, Broker is in default and Seller may exercise any remedy at law.			
28 29 30	33. BINDING EFFECT: Seller's obligation to pay Broker an earned fee is binding upon Seller and Seller's heirs, administrators, executors, successors and permitted assignees.			
31 32 33	34. JOINT AND SEVERAL: All Sellers executing this Listing are jointly and severally liable for the performance of all its terms.			
34 35	35. TIME OF ESSENCE: Time is of the essence of this Agreement and each of its terms.			
36	36. Seller hereby agrees that once an offer has been accepted the MLS Status shall be (choose one only):			
37	Under Contract Show: The property may be shown even after an offer has been accepted.			
38	Under Contract Show: The property may be shown once an offer has been accepted.			
39 40	☐ Under Contract No Show. The property will not be shown once an arrow of the offer.			
41				
42 43 44 45 46	37. 1031 EXCHANGE: The Seller □ does -OR- ■ does not intend to perform an IRC Section 1031 tax deferred exchange. If yes, Broker is aware and acknowledges that Seller intends to perform an IRC Section 1031 tax deferred exchange. Broker will cooperate in such an exchange and Seller agrees to hold Broker harmless from any and all claims, costs, liabilities or delays in time resulting from such an exchange.			
47 48				
	Seller acknowledges that he/she has read, understood, and agreed to each and every provision of this page.			
	SELLER(S) INITIALS:/			
	Exclusive Right (ER) Listing Agreement Rev. 04.22 Page 8 of 11 ©2022 Greater Las Vegas Association of REALTORS®			
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					A DEPOSICE DE TRIE CHE ATE
LAS VEGAS AS VALIDITY OR A LEG By signing below forth Seller agree	SSOCIATION ADEQUACY AL OR TAX	N OF REAL OF ANY PI ADVICE, C ents to receivates	TORS® ROVISIC CONSUL ve trans d of his/	NO REPRESENT ON OR THE TAX ( I YOUR ATTORN missions sent from	IN APPROVED BY THE GREATE ATION IS MADE AS THE LEGAL CONSEQUENCES THEREOF. FOR YEY OR TAX ADVISOR.  Broker to the e-mail address(es) is lephone number (or a number when his Agreement.
SELLER:					
Date		Time	_:		
					G N
					Lame Horse Dr Las Vegas NV ****23-55
Datc		Time	;	ОАМ ПРМ	
Seller's Signature				Printed Name:	
Date		Time	_:		
Seller's Signature				_ Printed Name:	<del>_</del>
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	City E-Mail  Date	City E-Mail Licensee's F License No Date Time:	E-Mail

Seller acknowledges that he/she has read, understood, and agreed to each and every prov	ision of this page
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SELLER(S) INITIALS: \_\_\_/\_\_/\_\_\_/

Exclusive Right (ER) Listing Agreement Rev. 04.22

Page 10 of 11 ©2022 Greater Las Vegas Association of REALTORS®



## WHAT EVERYONE SHOULD KNOW ABOUT EQUAL OPPORTUNITY IN HOUSING



The sale and purchase of a home is one of the most significant events that any person will experience in their lifetime. It is more than the simple purchase of housing, for includes the hopes, dreams, aspirations, and economic destiny of those involved.

#### THE LAW - Civil Rights Act of 1866

The Civil Rights Act of 1866 prohibits all racial discrimination in the sale or rental of property.

#### Fair Housing Act

The Fair Housing Act declares a national policy of fair housing throughout the United States. The law makes lilegal any discrimination in the sale, lease or rental of housing, or making housing otherwise unavailable, because of race, cotor, religion, sex, handleap, familial status, or national origin.

#### Americans with Disabilities Act

Title III of the Americans with Disabilities Act prohibits discrimination against the disabled in places of public accommodations and commercial facilities.

#### **Equal Credit Opportunity Act**

The Equal Credit Opportunity Act makes discrimination unlawful with respect to any aspect of a credit application on the basis of race, color, religion, national origin, sex, marital status, age or because all or part of the applicant's income derives from any public assistance program.

State and Local laws often provide proader coverage and prohibit discrimination based on additional classes not covered by federal law.

#### THE RESPONSIBILITIES

The home seller, the home seeker, and the real estate professional all have rights and responsibilities under the law.

#### For the Home Seller

You should know that as a home seller or landlord you have a responsibility and a requirement under the law not to discriminate in the sale, rental and financing of property on the basis of race, color, religion, sex, handicap, familial status, or national origin. You cannot instruct the (icensed broker or salesperson acting as your agent to convey for you any limitations in the sale or rental, because the real estate professional is also bound by law not to discriminate. Under the law, a home seller or lendlord cannot establish discriminatory terms or conditions in the purchase or rental, deny that housing is available or advertise that the property is available only to persons of a certain race, color, religion, sex, handloap, familial status, or national origin.

#### For the Home Seeker

You have the right to expect that housing will be available to you without discrimination or other limitation based on race, color, religion, sex, handicap, familial status, or national origin.

This includes the right to expect:

- housing in your price range made available to you without discrimination
- equal professional service
- · the opportunity to consider a broad range of housing choices
- no discriminatory limitations on communities or locations of housing
- no discrimination in the financing, appraising or insuring of housing
- reasonable accommodations in rules, practices and procedures for persons with disabilities
- non-discriminatory terms and conditions for the sale, rental, financing, or insuring of a dwelling
- to be free from harassment or intimidation for exercising your fair housingrights.

#### FOR THE Real Estate Professional

As a home seller or home secker, you should know that the term REALTOR® Identifies a licensed professional in real estate who is a member of the NATIONAL ASSOCIATION OF REALTORS®. Not all licensed real estate brokers and salespersons are members of the National Association, and only those who are can identify themselves as REALTOR®. They conduct their business and activities in accordance with a strict Code of Ethics. As agents in a real estate transaction, licensed brokers or salespersons are prohibited by law from discriminating on the basis of race, color, religion, sex, handicap, familial status, or national origin. A request from the basis of race, color, religion, sex, handicap, familial status, or national origin. A request from the basis of race, color, religion, sex, handicap, familial status, or national origin. A request from the basis of race, color, religion, sex, handicap, familial status, or national origin. A request from the basis of race, color, religion, sex, handicap, familial status, or national origin. A request from the basis of race, color, religion, sex, handicap, familial status, or national origin. in the sale, lease or rental cannot legally be fulfilled by the real estate professional.

### D AND PROPERTY COVENANTS OR RESTRICTIONS OF RECORD

During the history of our country, some persons have placed restrictions on property based on race, color, religion, sex, handicap, femilial status, or national origin. Generally, these restrictions are void and unenforceable, with limited exceptions for particular types of religious housing and housing for older persons. The publication of these void restrictions may convey a message that the restrictions continue to be valid. Any time a sales essociate or broker is asked to provide a copy of the covenants or restrictions of record relating to the use of a property the following message should be included:

These documents may contain restrictions or covenents based on race, color, religion, sex, handicap, familial status, or national origin.

Such restrictions or covenants generally are void and unenforceable as violations of fair housing laws.

Be assured that all property is marketed and made available without discrimination based on race, color, religion, sax, handicap,

familial status, or national origin. Should you have any questions regarding such restrictions, please contact your attorney.

#### THE EQUAL OPPORTUNITY PROGRAM

The NATIONAL ASSOCIATION OF REALTORS® has developed a Fair Housing Program to provide resources and guidance to REALTORS® in ensuring equal professional services for all people.

#### The Code of Ethics

Article 10 of the NATIONAL ASSOCIATION OF REALTORS® Code of Ethics requires that "REALTORS® shall not deny equal professional services to any person for reasons of race, color, religion, sex, handlcap, familial status, or national origin, REALTORS® shall not be a party to any plan or agreement to discriminate against a person or persons on the basis of race, color, religion, sex, handlcap, familial status, or national origin."

A REALTOR® pledges to conduct business in keeping with the spirit and letter of the Code of Ethics. Article 10 imposes obligations upon REALTORS® and is also a firm statement of support for equal opportunity in housing.

The Fair Housing Partnership negotiated with the U.S. Department of Housing and Urban Development (HUD) outlines a program of voluntary compliance. REALTORS® voluntarily participate in activities and program to acquaint the community with the availability of equal housing opportunity, to establish office procedures to ensure that there is no denial of equal professional service, to make materials available which will explain this commitment, and to work with other groups within the community to kientify and remove barriers to

Local Boards of REALTORS® will accept complaints alleging violations of the Code of Ethics filed by a homeseeker who alleges discriminatory treatment in the availability. purchase or rental of housing. Local Boards of REALTORS® have a responsibility to enforce the Code of Ethics through professional standards procedures and corrective action In cases where a violation of the Code of Ethics is proven to have occurred.

Complaints alleging discrimination in housing may be filed with the nearest office of the Department of Housing and Urban Davelopment (HUD), or by calling HUD's Discrimination Housing at 1-800-369-9777, 1-800-290-1617 (TYY). For information and publications on fair housing, call HUD's Fair Housing Information Clearinghouse at 1-800-343-3442.

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Page 11 of 11

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Seller(s) Initials

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TRANSACTIONS

Electronically Filed 9/19/2022 9:34 AM Steven D. Grierson CLERK OF THE COURT

			Atumb. 2	L
-	CHLG Name: Mario Accomando		Deline.	
ā	Address: 8546 Procyon Street			!
3	Las Vegas, NV. 89139			
	Telephone: 773.308.5041			
4	Email Address: <u>ninaa1948@yahoo.com</u>			
1	IN PROPER PERSON			
_	DISTRIC	T COURT		
.	CLARK COU!	NTY, NEVADA		
3				
5		:		
: :	GEORGANN ROSE ACCOMANDO	CASE NO.: D-2	21-628915-D	
i	Plaintiff / Petitioner,	DEPT:	M	
11		DETT:		
1.7	VS.			
	MARIO ACCOMANDO	:		
	Defendant / Respondent.			
14		<u></u>		
15				
16	DEDEMBTORS	CHALLENCE		
=	PEREMPTORY	Y CHALLENGE		
	I request that this case be re-assigned fro	om Judge Amy Mastin		_ in
	Department M to another Judge, pursu	iant to Nevada Supren	ne Court Rule 48.1.	
19	Department w to another studge, purse	iant to rectada supres	ne count reme war.	
23	I declare, under penalty of perjury un	der the law of the S	State of Nevada, that	the
; ;	foregoing is true and correct.			
2.2		20.00		
	DATED this 18th day of September	, 20 22		
<u> </u>		Λ		
24	Submitted By: (Signature	Marie R	7,00	
25	Submitted By: (Signature	) Millorns (dir	OMO NACIONAL	-
프론	Printed Nan	ne: Mario Accomando		_
	II.			

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Electronically Filed 9/20/2022 9:33 AM Steven D. Grierson CLERK OF THE COURT

# DISTRICT COURT CLARK COUNTY, NEVADA

\* \* \* \*

CASE NO.: D-21-628915-D

DEPARTMENT A

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**PLAINTIFF** 

VS.

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NOTICE OF DEPARTMENT REASSIGNMENT

NOTICE IS HEREBY GIVEN that the above-entitled action has been randomly

☐ This reassignment follows the filing of Peremptory Challenge of Judge Mastin.

This reassignment is due to the recusal of Judge. See minutes in file.This reassignment is due to: N/A.

GEORGANN ROSE ACCOMANDO,

reassigned to Department A Judge.

MARIO ACCOMANDO, DEFENDANT.

ANY TRIAL DATE IS VACATED AND WILL BE RESET BY THE NEW DEPARTMENT.

Any motions or hearings presently scheduled in the FORMER department will be heard by the NEW department as set forth below. Motion on January 12, 2023, at 10:00 AM.

PLEASE INCLUDE THE NEW DEPARTMENT NUMBER ON ALL FUTURE FILINGS.

STEVEN D. GRIERSON, CEO/Clerk of the Court

By: /s/ Stephen Mislan
Deputy Clerk of the Court

1	CERTIFICATE OF MAILING
2	I hereby certify that: on this the 20th day of September, 2022
3	I mailed, via first-class mail, postage fully prepaid, the foregoing Clerk's Notice Department of Reassignment to:
5 6 7 8	Maria L. Milano Reza Athari & Associates, PLLC 3365 Pepper Lane, Suite 102 Las Vegas, NV 89120  Mario Accomando
9 10	8546 Procyon St. LAs Vegas, NV 89139
11 12	☐ I placed a copy of the foregoing Clerk's Notice of Department Reassignment in the appropriate attorney folder located in the Clerk of the Court's Office:
13 14	Maria L. Milano Mario Accomando
15	/s/ Stephen Mislan
16	Deputy Clerk of the Court
17	
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Electronically Filed 9/29/2022 10:52 AM Steven D. Grierson CLERK OF THE COURT

# DISTRICT COURT CLARK COUNTY, NEVADA

\* \* \* \*

**PLAINTIFF** 

GEORGANN ROSE ACCOMANDO,

CASE NO.: D-21-628915-D DEPARTMENT M

VS.

V (5)

\_ \_\_ |

MARIO ACCOMANDO, DEFENDANT.

### NOTICE OF DEPARTMENT REASSIGNMENT

NOTICE IS HEREBY GIVEN that the above-entitled action has been randomly		
reassigned to Judge Amy M. Mastin.		
☐ This reassignment follows the filing of Peremptory Challenge of Judge .		
☐ This reassignment is due to the recusal of Judge AMY M. MASTIN. See minutes		
in file.		
☐ This reassignment is due to: Pursuant to SCR 48.1(3)(a) and SCR 48.1(5)		
ANY TRIAL DATE IS VACATED AND WILL BE RESET BY THE NEW DEPARTMENT.		
Any motions or hearings presently scheduled in the FORMER department will be		
heard by the NEW department as set forth below.		
Motion, for An Order to Show Cause on November 03, 2022, at 1:30 PM.		
PLEASE INCLUDE THE NEW DEPARTMENT NUMBER ON ALL FUTURE FILINGS.		
STEVEN D. GRIERSON, CEO/Clerk of the Court		
By: /s/ Timothy Vigil Deputy Clerk of the Court		

1	CERTIFICATE OF MAILING
2	I hereby certify that: on this the 29th day of September, 2022
3	
4	I mailed, via first-class mail, postage fully prepaid, the foregoing Clerk's Notice Department of Reassignment to:
5	Maria L. Milano
6	Reza Athari & Associates, PLLC 3365 Pepper Lane, Suite 102
7	Las Vegas, NV 89120
8	Mario Accomando
9	8546 Procyon St. LAs Vegas, NV 89139
10	
11	
12	I placed a copy of the foregoing Clerk's Notice of Department Reassignment in the appropriate attorney folder located in the Clerk of the Court's Office:
13	Maria L. Milano
14	Mario Accomando
15	
16	/s/ Timothy Vigil Deputy Clerk of the Court
17	
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#### 9/29/2022 10:52 AM Steven D. Grierson DISTRICT COURT CLERK OF THE COURT CLARK COUNTY, NEVADA 2 \*\*\*\* 3 Georgann Rose Accomando, Plaintiff Case No.: D-21-628915-D 4 Mario Accomando, Defendant. Department M 5 6 NOTICE OF HEARING 7 Please be advised that the Plaintiff's Motion for An Order to Show Cause Regarding 8 Contempt and the Imposition of Sanctions for Defendant's Failure to Comply with Terms 9 of Decree of Divorce in the above-entitled matter is set for hearing as follows: 10 Date: November 03, 2022 11 Time: 1:30 PM 12 Location: Courtroom 04 Family Courts and Services Center 13 601 N. Pecos Road Las Vegas, NV 89101 14 15 NOTE: Under NEFCR 9(d), if a party is not receiving electronic service through the Eighth Judicial District Court Electronic Filing System, the movant requesting a 16 hearing must serve this notice on the party by traditional means. 17 18 STEVEN D. GRIERSON, CEO/Clerk of the Court 19 By: /s/ Timothy Vigil 20 Deputy Clerk of the Court 21 CERTIFICATE OF SERVICE 22 I hereby certify that pursuant to Rule 9(b) of the Nevada Electronic Filing and Conversion 23 Rules a copy of this Notice of Hearing was electronically served to all registered users on this case in the Eighth Judicial District Court Electronic Filing System. 24 25 By: /s/ Timothy Vigil 26

**Electronically Filed** 

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Deputy Clerk of the Court

Electronically Filed 9/29/2022 11:19 AM Steven D. Grierson CLERK OF THE COURT

1 EPAP
 MARIA L. MILANO, ESQ.
2 Nevada Bar # 7121
 REZA ATHARI & ASSOCIATES, PLLC
3 3365 Pepper Ln., Suite 102
 Las Vegas, NV 89120
4 Tel: (702) 727-7777 Fax: (702) 458-8508
 mariamilano@atharilaw.com
5 Attorney for Plaintiff,
 GEORGANN ROSE ACCOMANDO

DISTRICT COURT, FAMILY DIVISION

CLARK COUNTY, NEVADA

GEORGANN ROSE ACCOMANDO,

Plaintiff,

Vs.

MARIO ACCOMANDO,

Defendant,

CASE NO.: D-21-628915-D

DEPT. NO.: M

Plaintiff,

HEARING DATE:

HEARING TIME:

#### EX PARTE MOTION FOR AN ORDER SHORTENING TIME

COMES NOW, Plaintiff, GEORGANN ROSE ACCOMANDO, by and through her attorney of record, MARIA L. MILANO, ESQ., of REZA ATHARI & ASSOCIATES and hereby submits the present Ex Parte Motion for An Order Shortening time pursuant to EDCR 5.514 and requests that this Court shorten the time in which to hear the Movant's Motion for an Order to Show Cause Regarding Contempt and the Imposition of Sanctions for Defendant's Failure to Comply with Terms of the Divorce Decree.

This application is based upon the pleadings and papers on file and the declaration of the moving party attached to this motion.

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## DECLARATION IN SUPPORT OF EX PARTE MOTION

#### FOR AN ORDER SHORTENING TIME

I declare under penalty of perjury:

- 1. I represent the Plaintiff in the above entitled case and that I have personal knowledge of the facts contained herein and am competent to testify to these facts.
- 2. There is a hearing scheduled for Plaintiff's Motion for an Order to Show Cause Regarding Contempt and the Imposition of Sanctions for Defendant's Failure to Comply with Terms of the Divorce Decree on November 3,2022 at 1:30PM.
- 3. The opposing party was e-served with said Motion on August 29, 2022 and together with the Notice of Hearing on September 6, 2022.
- 4. That following a trial on March 7, 2022, a Decree of Divorce was entered in this case on July 6, 2022.
  - 5. That by the terms of the Decree of Divorce:
    - A. The Parties' marital residence located at 8546 Procyon Street, Las Vegas, Nevada 889139, and eight parcels of vacant land in Golden Valley Arizona were to be listed for sale within sixty (60) days.
    - B. The rental property located at 9607 Lame Horse Drive, Las Vegas, Nevada 89123 was awarded to the Plaintiff in satisfaction spousal support in the amount of \$320,000 awarded to her. That the Lame Horse Drive Property was to be appraised and that should the appraised value of said property excess \$320,000, the Plaintiff would be responsible to pay said amount to Defendant through offsets from the sale of other real property.

- C. That the Defendant was to cooperate in regards to the listing, transfer and sale of the above properties.
- D. That Defendant was to provide the Plaintiff with a Copy of the Chase Bank account statement for March, 2022 demonstrating the total amount of community funds he had transferred into the Parties' daughter's name and then transfer half of said amount to the Plaintiff.
- E. Defendant was to add Plaintiff's name to the Parties' daughter's tuition account;
- F. Defendant was no longer to receive cash payments from the tenants at the Procyon address and the Lame Horse Drive address, or from the two individuals who were making payments on two parcels of land Defendant sold in Parhump. Defendant was further to provide the Plaintiff with proof of receipt of said payments and to pay to the Plaintiff one half of all payments received from those sources.
- G. Defendant was to provide the Plaintiff with an accounting of all rental income received from the Lame Horse Drive property for the past two (2) years.
- 6. Defendant has complied with none of the above orders.
- 7. Plaintiff had all of the properties appraised and listing documents prepared, along with a Quit Claim Deed transferring ownership of the Lame Horse Drive property to her. These documents were mailed to the Defendant on July 6, 2022. Defendant refused to sign any of the documents.
- 8. On June 17, 2022 the Defendant filed for Chapter 13, Bankruptcy in the United States Bankruptcy Court in the District of

Nevada under case number 22-12097-ABL, in spite of testifying under oath during the divorce trial that he had no debt and in spite of holding assets valued to be worth over \$1.8 million dollars.

- 9. The Defendant's bankruptcy filing effectively tolled further proceedings in this court to enforce the terms of the Decree.
- 10. Plaintiff filed a Motion to lift the stay in Bankruptcy Court which was granted on August 24, 2022, and filed the present Motion forthwith. An Order lifting the stay was filed with this court on August 29, 2022.
- 11. The Defendant's bankruptcy was then voluntarily dismissed on September 1, 2022.
- 12. On September 20, 2022 Defendant transferred ownership of both the Lame Horse Drive property, which was awarded to the Plaintiff, and the Procyon property from the MGN Trust to the NMA Trust without the consent of the Plaintiff who was a trustee of MGN Trust which can only be seen as a fraudulent conveyance and done in an attempt to strip her of her ownership rights to those properties.
- 13. Additionally, on September 19, 2022, three days before the scheduled hearing on the present Motion, the Defendant filed his second peremptory challenge in direct contradiction to SCR 48.1.
- 14. As a result of the Defendant's second filing of a peremptory challenge in contradiction to Court Rules, Judge Kathy Hardcastle issued a Minute Order asking for the case to be transferred back to Department M.
  - 15. As a result of the Defendant's continued attempts to

delay the enforcement of the Decree of Divorce and his egregious and continued failure to comply with the Court's orders, Plaintiff asks that the Court issue an Order precluding the Defendant from filing any further documents without the Court's prior approval as the Defendant will continue to file rogue documents to delay the enforcement of the Court's Orders.

- 15. As a result of the Defendant's continued contempt of this Court's Orders and his merit-less attempts to delay the enforcement of those Orders, the Plaintiff is on the verge of becoming homeless in spite of the fact that she holds a community share of valuable property that the Defendant has full control over. Plaintiff is 68 years old with almost no work history or job skills and is forced to survive on approximately \$600 per month in Social Security income.
- 16. Additionally, the longer the real estate holdings are not listed for sale, the more difficult they will become to sell as mortgage interest rates continue to increase, and are expected to increase even further before the end of this year.
- 17. Plaintiff was counting on the transfer of funds from the Chase Bank account in order to financially survive until the real property could be sold, but Defendant has refused to transfer said amount, which, according to the March, 2022 bank account statement, this attorney was forced to subpoena, totaled \$66,988.35, half of which would be \$33,494.17.
- 18. As Plaintiff is on the verge of becoming destitute and homeless, and the longer it takes for the real property to be listed for sale will likely result in lower sale proceeds, she begs the Court to grant her request to hear her Motion on an Order

Shortening time and for the Court to do whatever is necessary to enforce the terms of the Decree of Divorce, including, but not limited to, applying NRCP 70 so that the listing, transfer and sale documents can be executed, awarding the Plaintiff exclusive possession of the Procyon address so that she may prepare and maintain it for sale, or even incarcerating the Defendant.

- 19. This Ex Parte Motion for an Order Shortening Time is made in good faith.
- 20. I declare under penalty of perjury under the law of the State of Nevada that the foregoing is true and correct.

DATED this 39 day of September, 2022.

MARIA L MILANO, ESQ.

MSTY

Mario Accomando

773.308.5041

8546 Procyon Street Las Vegas, NV, 89139

Ninga 1948 a vahoo.com

Mario Accomando, Defendant,

Electronically Filed 9/29/2022 4:00 PM Steven D. Grierson CLERK OF THE COURT

FAMILY DIVISION
CLARK COUNTY, NEVADA

Georgann Rose Accomando.

Plaintiff.

Dept: M

v.

(No Hearing Requested)

## EXPARTE MOTION FOR STAY OF DISTRICT FAMILY COURT PROCEDINGS WHILE IN APPEAL

COMES NOW the Defendant. Mario Accomando and so moves the Court for a stay of the District Family Court proceedings during appeal. The Defendant has filed a Notice Of Appeal on 08/31/2022 and such action is currently pending in the Nevada State Supreme Court under case number #85275. The Defendant has moved the Appellate Court for a stay of all District Court Proceedings premised upon the orders that have been issued in that it will cause direct and unrecoverable harm to the minor child (Nina Accomando).

The Defendant has cause to believe that orders issued by the District Court will serve as no benefit other than financial to the Plaintiff and only serves to cause both mental and physical harm to the minor child and financial distress on the Defendant in his ability to provide for the minor child. The District Court has ordered that the minor child can determine as to who will have actual custody and she has so chosen to reside with the Defendant and continue her present education at Desert Oasis High School. The District Court has enter an order that will cause the minor child to be relocated mid-term

To another school where she will lose all of her associations that she has established at her current high school. It would seem that the Plaintiff has little to no concern as to the health and welfare of the minor child and only to benefit the financial status of the Plaintiff. Several orders so entered into the decree will serve only to benefit the financial status of the Plaintiff this to include an award of 50% of funds that were being accumulated for the minor child's college fund which is set to begin in the 2023 year. The Defendant has only enlarged this fund and has never made any form of withdrawal from it for any reason whatsoever.

It is the Defendant's belief and will present evidence to support in appeal that the Plaintiff has Presented false testimony to the District Court that if such was available at trial it would have given the District Court cause to consider and render a different outcome than what is on record. The Plaintiff's attorney has presented sworn testimony to the District Court that the Plaintiff is destitute and without funds to survive, where in retrospect and fact, the Plaintiff as of recent traveled back to Chicago for a vacation and while there visited the cemetery where her Mother is buried and while there had a meeting with the cemetery staff to view mausoleum crypts to move her Mother to at considerable expense. This coupled with travel expenses does not present a person who is destitute.

The Defendant is of the belief that if the District Court allows for the Plaintiff to proceed, that direct and absolute harm will come to both the minor child and the Defendant in that as specific assets and funds will never be able to be recovered if the Defendant is denied a stay and is successful on appeal. During the divorce proceedings, the Plaintiff has never "once" asked for visitation of the minor child, has never contacted her school, has never inquired into the health of the minor child, in fact the Plaintiff has no interest whatsoever of the minor child and only serves to cause harm and benefit financially from such. To pursue release of the minor childs college fund only shows that the Plaintiff's intent is to cause harm. The Defendant fears that the Plaintiff will liquidate all of the assets and leave the state/country with her present Boyfriend "Bob".

The Defendant offers that if granted a stay that he will post bond equal to any amount that the Plaintiff be able to post to secure the assets during appeal. The Defendant so requests the District Court to order a stay during appeal.

Respectfully submitted.

Mario Accomando: Pro Se

September 29, 2022.

Electronically Filed 09/30/2022 2:21 PM CLERK OF THE COURT

1	OST NATIONAL TOO					
2	MARIA L. MILANO, ESQ.   Nevada Bar # 7121					
3	REZA ATHARI & ASSOCIATES, PLLC					
•	Las Vegas, NV 89120					
4	Tel: (702) 727-7777					
5	Attorney for Plaintiff,					
6	GEORGANN ROSE ACCOMANDO					
7	DISTRICT COURT, FAMILY DIVISION					
	CLARK COUNTY, NEVADA					
8	GEORGANN ROSE ACCOMANDO, ) CASE NO.: D-21-628915-D					
9	) DEPT. NO.: M Plaintiff, )					
10	) ORDER SHORTENING TIME					
11	vs. )					
	MARIO ACCOMANDO,					
12	Defendant, )					
13	,					
14	Upon application of the Plaintiff, GEORGANN ROSE ACCOMANDO, by					
15	and through her attorneys of record, MARIA L. MILANO, ESQ. Of REZA					
16	ATHARI & ASSOCIATES, and good cause appearing therefore:					

IT IS HEREBY ORDERED that the time for hearing Movant's Motion for an Order to Show Cause Regarding Contempt and the Imposition of Sanctions for Defendant's Failure to Comply with Terms of the Divorce Decree, on Order Shortening Time is hereby shortened and shall be heard on the 4th day of October, 2022 at the hour of 11:00 a.m. before the Eighth Judicial District Court Family Division located at 601 N. Pecos Road, La Nevada 89101.

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Respectfully Summitted by: 25

26 MAKIA L. MILANO, ESQ Nevada Bar No. 7121 27

REZA ATHARI & ASSOCTATES

3365 Pepper Lane, Suite 102

28 Las Vegas, NV 89120

Attorneys for Plaintiff, GEORGANN ROSE ACCOMANDO 008 063 3EED 8016 Amy M. Mastin District Court Judge

l	CSERV			
2	DISTRICT COURT			
3	CLARK COUNTY, NEVADA			
4				
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6	Georgann Rose Accomando,	CASE NO: D-21-628915-D		
7	Plaintiff	DEPT. NO. Department M		
8	VS.			
9	Mario Accomando, Defendant.			
10				
11	AUTOMATED CERTIFICATE OF SERVICE			
12 13	This automated certificate of service was generated by the Eighth Judicial District Court. The foregoing Order Shortening Time was served via the court's electronic eFile system to all recipients registered for e-Service on the above entitled case as listed below:			
14	Service Date: 9/30/2022			
15	State Department sta	atedepartment@atharilaw.com		
16 17	Maria Milano m	ariamilano@atharilaw.com		
18	Mario Accomando ni	naa1948@yahoo.com		
19				
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22				
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Electronically Filed 10/3/2022 10:30 AM 1 NOTC Steven D. Grierson Mario Accomando, Pro Se CLERK OF THE COURT 2 8546 Procyon Street Las Vegas, NV. 89139 3 773.308.5041 ninaa1948@yahoo.com 4 5 DISTRICT COURT CLARK COUNTY, NEVADA 6 7 8 9 GEORGANN ACCOMANDO Plaintiff. CASE NO.: D-21-628915 D 10 DEPT NO.: M VS. 11 MARIO ACCOMANDO 12 Defendant. 13 14 NOTICE 15 16 Please take notice that the Defendant MARIO ACCOMANDO filed Chapter 13 on 10/03/2022 17 in the United States Bankruptcy Court in the District of Nevada under case number 22-13554-ABL and 18 the case has been assigned to Judge August B. Landis. Attached hereto you will find the Notice of 19 Bankruptcy Case Filing. Rulings and outstanding matters in reference to the above referenced Clark 20 County District Court Case are incorporated therein and notice is hereby given. 21 22 Mario Accomando 23 8546 Procyon Las Vegas, NV. 89139 24 ninaa1948@yahoo.com 25 26 27 28

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## United States Bankruptcy Court District of Nevada

### Notice of Bankruptcy Case Filing

A bankruptcy case concerning the debtor(s) listed below was filed under Chapter 13 of the United States Bankruptcy Code, entered on 10/03/2022 at 09:08 AM and filed on 10/03/2022.

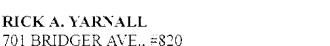
#### MARIO ACCOMANDO

8546 PROCYON LAS VEGAS, NV 89139 SSN / ITIN: xxx-xx-4964 Tax ID / EIN: 88-6509569

dha MGN TRUST

The bankruptcy trustee is:

22-13554 ABL



LAS VEGAS, NV 89101 (702) 853-4500

The case was assigned case number 22-13554-abl to Judge AUGUST B. LANDIS.

In most instances, the filing of the bankruptcy case automatically stays certain collection and other actions against the debtor and the debtor's property. Under certain circumstances, the stay may be limited to 30 days or not exist at all, although the debtor can request the court to extend or impose a stay. If you attempt to collect a debt or take other action in violation of the Bankruptcy Code, you may be penalized. Consult a lawyer to determine your rights in this case.

If you would like to view the bankruptcy petition and other documents filed by the debtor, they are available at our *Internet* home page http://www.nvb.uscourts.gov or at the Clerk's Office, 300 Las Vegas Blvd., South, Las Vegas, NV 89101.

You may be a creditor of the debtor. If so, you will receive an additional notice from the court setting forth important deadlines.

Mary A. Schott Clerk, U.S. Bankruptcy Court



1	NEOJ (Struck, Allina)		
	MARIA L. MILANO, ESQ.		
2	Nevada Bar No. 7121  REZA ATHARI & ASSOCIATES		
2	A Multi-jurisdictional Law Firm		
J	3655 Pepper Lane, Suite 102		
4	Las Vegas, Nevada 89120		
_	Tel: (702)727-7777 Fax: (702)458-8508		
5	Email: mariamilang@atharilaw.com		
6	Attorney for Plaintiff,		
	GEORGANN ROSE ACCOMANDO		
7	DISTRICT COURT, FAMILY DIVISION		
8	,		
	CLARK COUNTY, NEVADA		
9	* * * * *		
10			
	GEORGANN ROSE ACCOMANDO,		
11	) Plaintiff, )		
12			
12	vs. ) CASE NO: D-21-628915-D		
13	) DEPT NO: M		
14	MARIO ACCOMANDO, )		
1-4	Defendant. )		
15			
16	l		
17	NOTICE OF ENTRY OF ORDER		
18	PLEASE TAKE NOTICE that an Order was entered in the above-		
19	entitled matter on September 30, 2022, a true and correct copy is		
20	attached hereto.		
21	DATED this $\frac{3}{2}$ day of October, $20$ 2. $\bigcirc$		
22	by.		
23	MARIA'L. MILANO, Esq.		
	Nevada Bar # 7121		
24	REZA ATHARI & ASSOCIATES, PLLC A Multi-Jurisdictional Firm		
25	3365 Pepper Lane, Suite #102		
	Las Vegas, NV 89120		
26	Attorney for Plaintiff GEORGANN ACCOMANDO		
27			
28			

#### CERTIFICATE OF SERVICE

9 | Mario Accomando 8546 Procyon St. 10 | Las Vegas, Nevada 89139 ninaa1948@yahoo.com 11 | Defendant in Proper Person

Employee of Reza Athari & Associates

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Electronically Filed 09/30/2022 2:21 PM CLERK OF THE COURT

_	MARIA L. MILANO, ESQ.		
2	Nevada Bar # 7121		
2	REZA ATHARI & ASSOCIATES, PLLC		
3	Las Vegas, NV 89120 Tel: (702) 727-7777 Fax: (702) 458-8508 mariamilano@atharilaw.com		
4			
5			
J			
6	DISTRICT COURT, FAMILY DIVISION		
7			
	<b>)</b>		
8	GEORGANN ROSE ACCOMANDO, ) CASE NO.: D-21-628915-D		
9	) DEPT. NO.: M Plaintiff, )		
10	ORDER SHORTENING TIME		
10	vs.		
11	MARIO ACCOMANDO,		
12	)		
	Defendant, )		
13			
14	Upon application of the Plaintiff, GEORGANN ROSE ACCOMANDO, by		
15	and through her attorneys of record, MARIA L. MILANO, ESQ. Of REZA		
16			
וטו			
17	IT IS HEREBY ORDERED that the time for hearing Movant's Motion		
18	for an Order to Show Cause Regarding Contempt and the Imposition of		
19	Sanctions for Defendant's Failure to Comply with Terms of the		
20	Divorce Decree, on Order Shortening Time is hereby shortened and		
21	shall be heard on the 4th day of October, 2022 at the hour of		
22	11:00 a.m. before the Eighth Judicial District Court Family		
23	Division located at 601 N. Pecos Road, Las Vegas Nevada 89101.		
	\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \		
24			
25	Respect fully submitted by:		

Respectfully Submitted by:

MARIN L. MILANO, ESQ. Nevada Bar No. 7121

REZA ATHARI & ASSOCIATES 3365 Pepper Lane, Suite 102

Las Vegas, NV 89120 Attorneys for Plaintiff,

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GEORGANN ROSE ACCOMANDO

008 063 3EED 8016 Amy M. Mastin District Court Judge

1	CSERV		
2	DISTRICT COURT		
3	CLARK COUNTY, NEVADA		
4			
5			
6	Georgann Rose Accomando,	CASE NO: D-21-628915-D	
7	Plaintiff	DEPT. NO. Department M	
8	vs.		
9	Mario Accomando, Defendant.		
10			
11	<u>AUTOMATED CERTIFICATE OF SERVICE</u>		
12	This automated certificate of service was generated by the Eighth Judicial District		
13	Court. The foregoing Order Shortening Time was served via the court's electronic eFile system to all recipients registered for e-Service on the above entitled case as listed below:		
14			
15	State Department st	tatedepartment@atharilaw.com	
16	Maria Milano m	nariamilano@atharilaw.com	
17	Mario Accomando n	inaa1948@yahoo.com	
18	Wallo Accollando	man 19 10 (65) and other	
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Electronically Filed 10/3/2022 9:01 PM Steven D. Grierson 1 **MÇLA** CLERK OF THE COURT Mario Accomando, Pro Se 2 8546 Procyon Street Las Vegas, NV. 89139 3 773.308,5041 ninaa1948@yahoo.com 4 5 DISTRICT COURT CLARK COUNTY, NEVADA 6 7 8 9 GEORGANN ACCOMANDO Plaintiff. CASE NO.: D-21-628915 D 10 DEPT NO.: M VS. 11 MARIO ACCOMANDO 12 Defendant. 13 14 MOTION FOR CLARIFICATION OF DIVORCE DECREE 15 COMES NOW the Defendant, Mario Accomando and hereby moves the District Court 16 for a clarification of specific orders in the divorce decree as so entered on June 29th 1, 2022. The 17 Defendant 18 has found the following orders that will require the District Court to answer the following: 19 20 1. In respect of alimony (Pg. 2 Line 5), the Defendant is requesting clarification on what evidence 21 and testimony was presented to enter an order that would entitle the Plaintiff to a lump sum award of 22 Alimony. The Defendant is unclear as to how a determination of Three Hundred Twenty Thousand 23 Dollars (\$320,000.00) was based on? The amount does not seem to be just and equitable nor equal. 24 2. The Defendant has be appraised that a consideration for such alimony was (Pg 3 Line 1) the 25 Income, earning capacity, age and health of each spouse". The Defendant would like clarification as 26 to how this determination was made to come to the conclusion that the Plaintiff was unemployable. The 27 Plaintiff has always been employable. In one of her previous marriages she was a nurse at Hillsboro 28 Hospital In Nokomis, IL. That She had in fact held employment to sustain her livelihood when She was

 between Her four (4) marriages. During the present marriage it was the Plaintiff's own determination to become a homemaker and not that She was unable to work for any reason whatsoever. The Defendant would like some clarification as to how only completing the 11<sup>th</sup> grade constitutes being unemployable. Subsequent to her leaving high school. She obtained employment as a nurse and this The Defendant would consider this as being a form of vocational training. The Plaintiff also elected to assisted the Defendant in the real estate business which is noted in the decree. The Defendant would like to know how a person that is in a bowling league 3 times a week, just recently traveled to Chicago and maintains a new relationship. It would seem that the Plaintiff' is far from being unemployable. The Defendant is requesting a clarification on what testimony and evidence was considered to determine that the Plaintiff is to be considered unemployable and cause a granting of a bulk alimony amount. The Defendant would like to inquire and to know how many years will the bulk amount cover? Will the Plaintiff petition the court for additional alimony after a period of time?

- 3. The Decree (Pg. 3 Line 23) states that the Plaintiff suffers from lingering medical conditions from breast cancer. Post the breast mastectomy in 2010, the Plaintiff has had "no" lingering issues. The Plaintiff is not under the care of a doctor and is not been under any form of medication whatsoever. The Defendant has read the decree and as it would seem that there was no evidence in doctor's reports, nor testimony to support lingering medical conditions that just do not exist. In as much, the Defendant would Like to request a clarification if this was used for a determination of a bulk amount of alimony or any determination of the orders in the decree.
- 4. The decree states that there was a "standard of living" (Pg. 3 Line 25) that the parties were used to. The Defendant is unclear as to this unknown standard as there was never any evidence presented in either evidence nor testimony in the trial transcripts to support. The Defendant would like to request clarification if this standard might have been utilized in the determination of alimony or any other order that was entered into the decree.
- 5. The Defendant would like to request clarification (Pg. 4 Line 1) as to what evidence or testimony was used to determine that the Defendant would not comply with an order of alimony. Other than the Plaintiff's attorney who so prepared the decree (Milano) stating "as the Court does not believe

the Defendant will comply". The Defendant would like to request a clarification as to how the Plaintiff's attorney would be allowed to enter an inflammatory statement as the Court's thoughts and wishes and if this might have been considered for the bulk alimony or any other order entered in the decree.

- 6. The Defendant would like to request clarification (Pg. 4 Line 10) in that "The Plaintiff had and Still has the intent to make the State of Nevada her home, residence and domicile for an indefinite period of time" as her attorney has entered into the decree. Where in fact the Plaintiff has recently traveled to Chicago where She in fact visited her Mother's grave and toured their mausoleum for crypt's where she Could have her Mother transferred to. She also discussed relocation back to Chicago might or might not be unknown to her attorney. The Defendant would like to request clarification of this information in that it would have a direct effect on the minor child and if this might have had any effect on the orders entered into the decree.
- 7. The Defendant requests a clarification as to what action (Pg. 4 Line 25) or actions that would be used for determining physical custody of a minor child. The Defendant will move forward with a separate motion concerning the custody and welfare of the minor child.
- 8. The Defendant would like to request a clarification as to how the current automobile value be "undisputed" (Pg. 14 Line 1) at \$15,000.00 without any form of appraisal or blue book value that caused an entry order of \$7,500.00 to the Plaintiff. A recent check with Kelly Blue Book using the vehicles VIN for the value of a 2017 Chevrolet Equinox LS was determined to be \$10,501.00. The decree does not state the make, model or year of the vehicle and how can this determination be made without such, yet the Plaintiff's attorney made this entry without considering this. As such, the Defendant requests for a clarification of the automobiles value.
- 9. The Defendant would like to request a clarification as to how the current home furnishings value be "undisputed" (Pg. 14 Line 7) at \$15,000.00 without any form of appraisal. The Plaintiff is quite aware that there is "zero" value for furnishings that are aged 10 years plus. This is just a ploy of either the Plaintiff or her attorney in an effort to enhance the settlement amount. As such the Defendant requests for A clarification of the home furnishings value.

- 10. The Plaintiff has already retrieved (Pg. 14 Line 17) her personal property that the Defendant made available immediately.
  - 11. The Defendant would like to request a clarification as to the attorney fee's.
- 12. The Defendant would like to request a clarification of "all" the remaining orders as it would seem that the Court has made all of the orders against the Defendant without even one concession of the Plaintiff. The Plaintiff by and through her attorney has presented false testimony before the Court. The Plaintiff upon the day She filed for Divorce withdrew from the bank account \$9000.00. She has also received another \$10,000.00 from a family member. The Defendant provided another \$2000.00 as ordered. The Plaintiff's monthly Social Security payment is \$660.00, at 12 months (\$7920.00) for a yearly total of \$28,920.00 tax free assets. Her rent was \$250.00 a month utilities included. Now being that it may not be a considerable amount of monthly income, it is just not what has been expressed to the Court. It has been expressed to the Court that the Plaintiff is destitute and about to be evicted from her condo.

The Plaintiff just as of last month took a vacation to Chicago. While there She visited her Mother's grave To arrange to have her transferred to a Mausoleum. She has arranged to purchase a dog for the amount of \$1400.00. She is in a bowling league three (3) times a week at the South Point Casino and yet the Plaintiff's attorney states that she has lingering medical problems. She has not seen a Doctor for the breast cancer since 2010 and there are "no" lingering issues. The Plaintiff's attorney has stated that she has only finished the 11<sup>th</sup> grade and has no vocational skills, which is also FALSE. She has been employed as a nurse in Illinois and has be employed for numerous years during and in between her three (3) previous marriages. For the Plaintiff's attorney to give testimony to the Court that She is an invalent and unable to be gainfully employed is so far from the truth and The Defendant requests the Court for a clarification as to how this was determined?

The Plaintiff by and through her attorney has committed a fraud upon the Court. The Defendant has raised these aforementioned issues to the Court on numerous occasions, and yet not once were these issues of fact addressed.

The most urgent issue that the Defendant has tried to address is the Plaintiff's mental instability. Especially when it comes to the minor child. The Plaintiff is both manic and bipolar and refuses to be evaluated. The Defendant requested that the Court order a medical evaluation for the Plaintiff' from the very onset of the divorce proceeding. This was denied by the Court. The Plaintiff's own family and friends were willing to give testimony to this fact if requested during the evaluation, this too was denied.

The Defendants main interest is to protect the minor child at this given time. The Plaintiff has:

- a) Never requested any form of visitation with the minor child (Nina)
- b.) Never requested a status update in light of her education.
- c.) Never inquired as to her health and welfare.
- d.) Never contacts the minor child for general conversation

It would seem that the only concern of the Plaintiff is to additionally obtain 50% of the minor child's Educational fund. The Defendant requests for clarification as to how this benefits the minor child in any way what so ever.

The Defendant requests clarification as to why the Court gives so much latitude to the Plaintiff in all matter's where in retrospect it is the Defendant who "is" the responsible party that has been seeing to the health, welfare, education and general care of the minor child.

The Plaintiff has voiced to her own brother who would so give testimony that the Plaintiff has called the minor child a "bitch" and does not care about her welfare and that the Defendant can take her. In the event that the Plaintiff does gain custody of the minor child that the Plaintiff was going to have the Plaintiff's new boyfriend "Bob" handle the minor child. The Defendant has vowed to not let this take place.

The Defendant is requesting a clarification as to why the Court has ordered the sale of the family home to benefit only the Plaintiff. This is the only home that the minor child has known. If the home is sold, then the minor child will have to endure a relocation of home, school, friends and more. This would just cause harm to the minor child, yet the decree states that the minor child is a major concern. The Defendant cannot see how the decree orders are productive to the welfare of the minor child and

So requests a clarification from the Court.

The Defendant requests for the Court to contact her High School (Desert Oasis) and speak with her counselor to determine the care and welfare the Defendant has given to the minor child.

The Defendant requests for the Court for a clarification as to why the divorce decree is so unbalanced between the parties, in that ever motion presented is to the benefit of the Plaintiff, without even a question as to the cause or effect it has.

The Defendant has presented many issues that are part of the divorce decree that he so requests for the clarification of. Given to the fact that therein lies a multitude of false and inaccurate claims that the Plaintiff's attorney has presented to the Court, thus committing a fraud upon the Court. Of which the Court has relied upon these claims and has rendered a divorce decree that has been based upon those fraudulent assertions, claims and testimony to be fact where in fact they are untruths only to achieve a financial windfall for both the Plaintiff and her attorney.

It is the prayer of the Defendant that the Court makes an inquiry and his hope that a clarification as to the issues as presented can be made.

Respectfully submitted.

Mario Accomando, Pro Se

**Electronically Filed** 10/4/2022 4:59 PM Steven D. Grierson CLERK OF THE COURT **NSCC** 1 2 EIGHTH JUDICIAL DISTRICT COURT CLARK COUNTY, NEVADA 3 GEORGANN ROSE ACCOMANDO, 4 5 Plaintiff, 6 v. CASE NO.: D-21-628915-D DEPARTMENT: M 7 MARIO ACCOMANDO, Defendant. 8 9 DOMESTIC NOTICE TO STATISTICALLY CLOSE CASE 10 Upon review of this matter and good cause appearing, the Clerk of the Court is hereby 11 directed to statistically close this case for the following reason: 12 **Non-Trial Dispositions:** 13 Other Manner of Disposition Dismissed - Want of Prosecution 14 Involuntary (Statutory) Dismissal Default Judgment 15 Transferred 16 Settled/withdrawn: 17 Without Judicial Conf/Hrg With Judicial Conf/Hrg 18 By ADR 19 Trial Dispositions: 20 Disposed After Trial Start Judgment Reached by Trial 21 X See Minute Order issued October 4, 2022. 22 23 DATED this 4th day of October, 2022. 24 HONORABLE AMY M. MASTIN 25 By: /s/Danielle Coulter 26 Judicial Executive Assistant 27 Department M

AMY M. MASTIN DISTRICT JUDGE FAMILY DIVISION, DEPT. M LAS VEGAS, NV 89101

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### IN THE SUPREME COURT OF THE STATE OF NEVADA

MARIO ACCOMANDO, Appellant, vs. GEORGANN ROSE ACCOMANDO, Respondent. Supreme Court No. 85275 District Court Case No. D628915

**FILED** 

OCT 26 2022

**CLERK'S CERTIFICATE** 

CLERK OF COURT

STATE OF NEVADA, 88.

I, Elizabeth A. Brown, the duly appointed and qualified Clerk of the Supreme Court of the State of Nevada, do hereby certify that the following is a full, true and correct copy of the Judgment in this matter.

### **JUDGMENT**

The court being fully advised in the premises and the law, it is now ordered, adjudged and decreed, as follows:

"ORDERS this appeal DISMISSED."

Judgment, as quoted above, entered this 30th day of September, 2022.

IN WITNESS WHEREOF, I have subscribed my name and affixed the seal of the Supreme Court at my Office in Carson City, Nevada this October 25, 2022.

Elizabeth A. Brown, Supreme Court Clerk

By: Rory Wunsch Deputy Clerk

> D – 21 – 628915 – D CCJD NV Supreme Court Clerks Certificate/Judgn 5010764



#### IN THE SUPREME COURT OF THE STATE OF NEVADA

No. 85275
SEP 3 0 2022
APPEAL CHARGE SOURT OF THE STATE OF THE STAT

This is a pro se appeal from a divorce decree. Eighth Judicial District Court, Family Court Division, Clark County; Amy Mastin, Judge.

Review of the documents submitted to this court pursuant to NRAP 3(g) reveals a jurisdictional defect. Specifically, the notice of appeal was untimely filed under NRAP 4(a) because it was filed more than 30 days after service of written notice of entry of the judgment or order. See NRAP 4(a)(1): NRAP 26(c). The divorce decree was filed on June 29, 2022, and written notice of entry was served on appellant on July 6, 2022. Appellant did not file the notice of appeal until August 29, 2022, well after expiration of the 30-day appeal period. NRAP 4(a)(1). An untimely notice of appeal fails to vest jurisdiction in this court. Healy v. Volkswagenwerk Aktiengesellschaft, 103 Nev. 329, 741 P.2d 432 (1987). This court lacks jurisdiction and

ORDERS this appeal DISMISSED.1

Hardesty, J

Stiglich, J.

Herndon J

<sup>1</sup>Appellant's motion for a stay is denied as moot.

UPREME COURT OF NEVADA

1407A ... \$\$

cc: Hon. Amy Mastin, District Judge, Family Court Division Mario Accomando Reza Athari & Associates, PLLC. Eighth District Court Clerk

UPREME COURT OF NEVADA

PHIA HINGS

#### IN THE SUPREME COURT OF THE STATE OF NEVADA

MARIO ACCOMANDO, Appellant, vs. GEORGANN ROSE ACCOMANDO, Respondent. Supreme Court No. 85275 District Court Case No. D628915

# **REMITTITUR**

TO: Steven D. Grierson, Eighth District Court Clerk

Pursuant to the rules of this court, enclosed are the following:

Certified copy of Judgment and Opinion/Order. Receipt for Remittitur.

**DATE: October 25, 2022** 

Elizabeth A. Brown, Clerk of Court

By: Rory Wunsch Deputy Clerk

cc (without enclosures):

Hon. Amy Mastin, District Judge Mario Accomando Reza Athari & Associates, PLLC.

#### RECEIPT FOR REMITTITUR

Received of Elizabeth A. Brown, Clerk of the Supreme Court of the State of Nevada, the REMITTITUR issued in the above-entitled cause, on			
	HEATHER UNGERMANN		
Deputy	District Court Clerk		

RECEIVED APPEALS OCT 2 5 2022

22-33544

11/4/2022 12:15 PM Steven D. Grierson CLERK OF THE COURT 1 NOTC MARIA L. MILANO, ESQ. 2 Nevada Bar No. 7121 REZA ATHARI & ASSOCIATES 3 A Multi-jurisdictional Law Firm 3655 Pepper Lane, Suite 102 4 Las Vegas, Nevada 89120 Tel: (702)727-7777 Fax: (702)458-8508 Email: <u>mariamilano@atharilaw.com</u> Attorney for Plaintiff, GEORGANN ROSE ACCOMANDO 7 DISTRICT COURT, FAMILY DIVISION 8 CLARK COUNTY, NEVADA 9 GEORGANN ROSE ACCOMANDO, 10 Plaintiff, 11 CASE NO: D-21-628915-D DEPT NO: M 12 MARIO ACCOMANDO, 13 Defendant. 14 15 NOTICE OF ORDER GRANTING EX-PARTE MOTION UNDER 11 U.S.C. §362 (7) TO 16 CONFIRM THAT AUTOMATIC STAY HAS BEEN TERMINATED 17 PLEASE TAKE NOTICE that an Order in case no. BK-22-13554-ABL of 18 19 the United States Bankruptcy Court of the District of Nevada was 20 entered on November 4, 2022, a true and correct copy is attached | 21 hereto. DATED this 4th day of November, 2022. 22 By: 23 MARIA L. MILANO, Esq. 24 Wévada Bar/# 7121 REZA ATHARÍ & ASSOCIATES, PLLC 25 A Multi-Jurisdictional Firm 3365 Pepper Lane, Suite #102

**Electronically Filed** 

Las Vegas, NV 89120 Attorney for Plaintiff

GEORGANN ACCOMANDO

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# CERTIFICATE OF SERVICE

2	I declare under penalty of perjury that I am over the age of
3	eighteen (18) years, and I am not a party to, nor interested in,
4	this action. On the 4th day of November, 2022, I served a true and
5	correct copy of NOTICE OF ORDER GRANTING EX-PARTE MOTION UNDER 11
6	U.S.C.§362(j)TO CONFIRM THAT AUTOMATIC STAY HAS BEEN TERMINATED was
7	sent to the party listed below via electronic service through the
8 '	Eighth Judicial District Court's Odyssey E-File and Serve System, as
9 .	fellows:
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11	Mario Accomando 8546 Procyon St.
12 -	Tan Marrada 90120
13	Defendant in Proper Person
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15	Employee of Reza Athari & Associates

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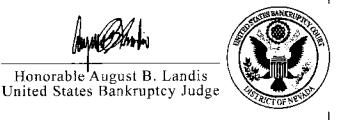
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Entered on Docket



November 04, 2022

Brian D. Shapiro, Esq. Nevada State Bar No. 5772

Las Vegas, Nevada 89101 Tel: (702) 386-8600 Fax: (702) 383-0994

brian@brianshapirolaw.com Attorney for Georgann Accomando

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LAW OFFICE OF BRIAN D. SHAPIRO, LLC 8 510 S. 8th Street

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27 28 UNITED STATES BANKRUPTCY COURT

### DISTRICT OF NEVADA

In rc:

Case No. BK-S-22-13554-ABL Chapter 11

MARIO ACCOMANDO

Debtor.

ORDER GRANTING EX-PARTE MOTION UNDER 11 U.S.C. §362(j) TO CONFIRM THAT AUTOMATIC STAY HAS BEEN TERMINATED

Georgann Accomando ("Georgann") by and through her attorney Brian D. Shapiro, Esq., of the Law Office of Brian D. Shapiro, LLC having filed an exparte motion under 11 U.S.C. §362(j) to confirm that automatic stay has been terminated ("Motion"). The Court having reviewed the Motion, having taken judicial notice under Rule 201 of the Federal Rules of Evidence made applicable in this proceeding pursuant to Bankruptcy Rule 9017 of the pleadings filed in case numbers 22-12097 and 22-13554 for the purpose of ascertaining the timing and status of events in such cases and facts not reasonably in dispute and finding that (1) on June 7, 2022, the Debtor filed a bare bones Chapter 13 bankruptcy petition which was assigned case number 22-12907; (2) on

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September 1, 2022, this Court entered an order dismissing the Debtor's first bankruptcy case with case number 22-12907; (3) on October 3, 2022, the Debtor filed his second bare bones Chapter 13 Bankruptcy petition which was assigned case number 22-13554; (4) as of November 3, 2022, the Debtor in his second bankruptcy case had not filed a motion to extend the stay past the 30th day after the petition date which was November 2, 2022; (5) that under §362(c)(3)(A), when a debtor files a second bankruptcy case within one year after the first case, the automatic stay in the second case will automatically terminate on the 30th day of the case unless, within that 30 day period, the debtor files a motion to extend the stay and the bankruptcy court grants such request; (6) 11 USC §362(i) provides that "[o]n a request of a party in interest, the Court shall issue an order under subjection (c) confirming that the automatic stay has been terminated."; and (7) Georgann has filed an exparte motion requesting this Court to enter an order confirming that the automatic stay has been terminated. Good cause appearing therefore it is hereby

ORDERED, that the Court's findings of facts and conclusions of law are incorporated into this Order as if fully set forth herein. It is further

ORDERED, that the Motion is granted. It is further

ORDERED, the Court confirms that as a matter of law, the automatic stay under 11 U.S.C. §362 has been terminated for any and all purposes.

Submitted by:

<u>/s/ Brian D. Shapiro. Esq.</u>

Brian D. Shapiro, Esq. Nevada State Bar No. 5772

LAW OFFICE OF BRIAN D. SHAPIRO, LLC

510 S. 8th Street Las Vegas, Nevada 89101

Tel: (702) 386-8600

brian@brianshapirolaw.com

Attorney for Georgann Accomando

# **CERTIFICATION LANGUAGE** In accordance with LR 9021, an attorney submitting this document certifies as follows (check one): The court has waived the requirement set forth in LR 9021(b)(1). x No party appeared at the hearing or filed an objection to the motion. This was an exparte request I have delivered a copy of this proposed order to all attorneys who appeared at the hearing. and each has approved or disapproved the order, or failed to respond, as indicated below [list each party and whether the party has approved, disapproved, or failed to respond to the document]: I certify that this is a case under chapter 7 or 13, that I have served a copy of this order with the motion pursuant to LR 9014(g), and that no party has objected to the form or content of the ###

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MARIA L. MILANO, ESQ. Nevada Bar # 7121 REZA ATHARI & ASSOCIATES, PLLC 3365 Pepper Im., Suite 102 Las Vecas, NV 89120 Fax: (702) 458-8508 Tel: (702) 727-7777 mariamilano@atharilaw.com Attorney for Plaintiff, GEORGANN ACCOMANDO 6 DISTRICT COURT, FAMILY DIVISION 7 CLARK COUNTY, NEVADA 8 9 GEORGANN ACCOMANDO, CASE NO.: D-21-628915-D DEPT. NO.: M 10 Plaintiff, 11 HEARING DATE: vs. **HEARING TIME:** 12 MARIO ACCOMANDO, 13 ORAL ARGUMENT REQUESTED Defendant, 14

PLAINTIFF'S MOTION FOR AN ORDER TO SHOW CAUSE REGARDING CONTEMPT AND THE IMPOSITION OF SANCTIONS FOR DEFENDANT'S FAILURE TO COMPLY WITH TERMS OF DECREE OF DIVORCE

NOTICE: YOU ARE REQUIRED TO FILE A WRITTEN RESPONSE TO THIS MOTION WITH THE CLERK OF THE COURT AND TO PROVIDE THE UNDERSIGNED WITH A COPY OF YOUR RESPONSE WITHIN FOURTEEN (14) DAYS OF THE RECEIPT OF THIS MOTION. FAILURE TO FILE A WRITTEN RESPONSE WITH THE CLERK OF COURT WITHIN FOURTEEN (14) DAYS OF YOUR RECEIPT OF THIS MOTION MAY RESULT IN THE REQUEST FOR RELIEF BEING GRANTED BY THE COURT WITHOUT A HEARING PRIOR TO THE SCHEDULED HEARING DATE.

COMES NOW, Plaintiff, GEORGANN ACCOMANDO, by and through her attorney of record, MARIA 1. MILANO, ESQ., of REZA ATHARI & ASSOCIATES and hereby submits the present Motion and Notice of Motion for an Order to Show Cause Regarding Contempt and the Imposition of Sanctions For Defendant's Failure to Comply with the Terms of the Decree of Divorce. Specifically, Plaintiff hereby moves this Court to enter its orders granting the following

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- 1. That Defendant be found in contempt of the terms of the Decree of Divorce and for fraudulent conveyance of real properties from MGN Trust to NMA trust without the knowledge or consent of the Plaintiff who is the co-trustee of the MGN Trust;
- That sanctions be imposed against the Defendant for his failure to comply with the terms of the Decree of Divorce;
- 3. That Defendant be incarcerated until such time as he complies with the terms of the Decree of Divorce and transfers the amount of \$33,494.00 to the Plaintiff which was awarded to her by the terms of the Decree of Divorce;
- 4. That Plaintiff be awarded exclusive possession of the Procyon Street address so that she may prepare and maintain it for sale;
- 5. That appropriate law enforcement be ordered to remove the Defendant from the Procyon Street address should he not voluntarily leave the premises;
- 6. That Plaintiff be allowed to change the locks on the Procyon Street address for her own safety;
- 7. That the Plaintiff be awarded the sum of \$10,818.00 for the amount of money the Defendant owes her for half of the rental and sales income he's collected since the date of the divorce and that said amount be paid, along with all future amounts that accrue, from Defendant's share of the equity realized from the sale of the real property ordered sold.
- 8. That NRCP 70 be applied so that all listing, sale and conveyance documents for the real properties ordered sold and/or

1	transferred be signed by the Clerk of the Court in place of the		
2	Defendant;		
3	9. That any and all monies Defendant currently owes to the		
4	Plaintiff by the terms of the Decree of Divorce be taken from his half of		
5	the equity realized from the sale of the real proporties adjudicated in		
6	the Decree of Divorce;		
7	10. That Defendant be fined \$500 for a total amount of \$3,500.00,		
8	and incarcerated for 125 days for each act of contempt;		
9	11. For an award of automney's fees and costs;		
10	12. For such other relief the Court deems just and proper,		
11	including the incarceration of the Defendant for his egregious and		
12	continued contempt of the orders of this court.		
13	This Motion is made and based upon EDCR 3.60, the papers and		
14	pleadings on file herein, the Points and Authorities submitted herewith		
15	as well as any Affidavits attached hereto, and any oral argument of		
	counsel allowed at the time of the hearing of this matter.		
17	DATED this, 2022.		
18	REZA ATHARI & ASSOCIATES		
19			
20	MARIA L. MILANO, ESQ.		
21	Nevada Bar No. 7121 3365 Peppir Lane, Suite 102		
22	Las Vegas, Nevada 89120 Attorney for Plaintiff,		
23	GEORGANN ACCOMANDO		
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# 1 NOTICE OF MOTION 2 TO: ALL INTERESTED PARTIES; 3 PLEASE TAKE NOTICE that the Plaintiff will bring the foregoing Motion for hearing on the \_\_\_\_\_ day of \_\_\_\_\_, 2022, at the hour 5 .m. or as soon thereafter as the matter can be heard before Department M in the Family Court of the Eighth Judicial District Court, Clark County, Nevada. DATED this \_\_\_\_\_ day of $\cancel{\not >}$ , 2022. 9 10 REZA ATHARI & ASSOCIATES 11 BY: 12 MARIA L. MILANO, ESQ. Nevada Bar No. 7121 13 3365 Pepper Lane, Suite 102 Las Vegas, Nevada 89120 14 Tel: 702-727-7777 15 Fax: 702-458-8508 Email: mariamilano@atharilaw.com 16 Attorneys for Plaintiff, GEORGANN ACCOMANDO 17 18 POINTS AND AUTHORITIES 19 I 20 STATEMENT OF FACTS 21 Since the last time the Parties were in front of the Court the 22 23 | Defendant's egregious disregard for laws of the state of Nevada and 24 the Court's orders continues in a contemptuous attempt to delay the 25 | hearing of the present Motion to enforce the terms of the Decree of $26 \parallel \text{Divorce}$ and sanction him. 27 28

Page 4 of 22

# third time in a calendar year there is no stay at all.2

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Additionally, Plaintiff's bankruptcy attorney, Brian Shapiro obtained an Ex-Parte Order confirming that the automatic stay has been terminated in case No. BK-S-22-13554-ABL. Said Order was in the present case on November 4, 2022.

Consequently, Plaintiff requests that should the Defendant file a third meritless bankruptcy case, that the Court allow the present family matter to proceed to resolution in accordance with Federal law as the Defendant would not be entitled to a stay.

Mr. Accomando's contemptuous acts do not stop there. September 15, 2022 he transferred all of the real property in Arizona from the MGN Trust to the NMA Trust, and on October 3, 2022 15 | he transferred the Procyon and Lame Horse Drive properties from the MGN Trust to the NMA trust as well. (Please see real property recordings filed as Exhibit 1 under separate index as PLTFOSC2MOT0001 - PLTFOSC2MOT0022). It is assumed the NMA trust stands for Nina (the Parties' minor child) and Mario Accomando. During the trial of this matter the Defendant testified that the Plaintiff was a trustee of the MGN Trust, however, the

30th day after the filing of the later case

<sup>&</sup>lt;sup>2</sup> 11 USC Code § 362 (a)(4)(A)(i) if a single or joint case is filed by or against a debtor who is an individual under this title, and if 2 or more single or joint cases of the debtor were pending within the previous year but were dismissed, other than a case refiled under a chapter other than chapter 7 after dismissal under section 707(b), the stay under subsection (a) shall not go into effect upon the filing of the later case; and

<sup>(</sup>ii)on request of a party in interest, the court shall promptly enter an order confirming that no stay is in effect

As fraudulent conveyance is a criminal offense under NRS 205.330-360, the Plaintiff will be notifying the District Attorney's office.

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As the Court is aware, on July 6, 2022 this Court entered a Decree of Divorce in the above entitled case adjudicating the division of assets and awarding Plaintiff alimony. (Please see Decree of Divorce filed as Exhibit 2 under separate index as 13 PLTFOSC2MOT0023 - PLTFOSC2MOT0045).

Specifically the Court ordered the Defendant to do the following:

- Provide Plaintiff's Counsel a copy of the Chase Bank statement for March, 2022, that is held in minor child, Nina Accomando's name;
- Defendant was to transfer one-half of the amount that was 2. on deposit on March 7, 2022 in said Chase bank account into Plaintiff's account;
- Defendant was to add Plaintiff's name on the bank account held for Nina's college tuition;
- Defendant was no longer to receive any cash payments for rents received in association with tenants residing in the Lame Horse Drive and Procyon properties or for the payments received

from the sale of the Pahrump properties. Defendant was

to provide proof of all rental and sale income received to the

Plaintiff in the form of cancelled checks and pay her one half of

all rental/sale proceed payments received on said properties;

- 5. Defendant was to provide the Plaintiff with an accounting of all rental income received on the Lame Horse Drive property for the past two years;
- 6. Defendant was to cooperate in effectuating the sale of all real property, specifically eight (8) parcels of land held in Arizona and the Procyon Street property, and the transfer of ownership of the Lame Horse Drive property;

<u>Defendant has done none of the above</u>, in spite of being contacted by Plaintiff's counsel numerous times requesting this information and urging him to comply with the Court's order.

Defendant has made it clear that he does not intend to comply with the Court's orders, which is a course of behavior he has exhibited throughout this litigation. He has advised Plaintiff that she will never take his property and that he will never leave the Procyon address. He has also made threats to Plaintiff's life through third parties.

Defendant refuses to allow real estate agents onto the Procyon property, and will not allow showings. He has made it clear that he will not cooperate to sign either listing, sale or transfer of ownership documents that were mailed to him on July 6, 2022.

In light of the Plaintiff's dire financial situation wherein

| her only source of income is Social Security in the amount of \$537.00, it is imperative that the Court implement what may be 3 perceived as drastic measures to insure its Orders are implemented. It is clearly unfair and inequitable that the Defendant continues to control all of the Parties community assets and thwart the Court's Orders, leaving the Plaintiff in dire financial straits in spite of holding assets in excess of \$1.8 million dollars. should be noted that Plaintiff has now lost the modest apartment 9 she had rented and is now renting a room from a friend. She has had 10 to borrow money from friends and relatives and has had to incur 11 credit card debt to survive. This is absolutely inequitable. 12 Defendant is making a mockery of the law and has used the law as a 13 14 sword and shield in this case. He has abused the law to  $^{15}\parallel$  financially cripple the Plaintiff and to protect himself from being 16 held in contempt, sanctioned and for the terms of the divorce to be 17 enforced.

In light of the current situation the Defendant has brought about, the Plaintiff requests that she be awarded exclusive possession of the Procyon address for the purposes of preparing it for sale, and maintaining it in such a manner as to maximize the value and sale price of the home.

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As Defendant has stated he will never leave the property, it 25 may be necessary for law enforcement to be utilized to remove Mr. Accomando from the property and that Ms. Accomando be allowed to change the locks on said property to maintain her safety.

Additionally, as the Defendant refuses to execute any of the documents necessary for the listing, sale and transfer of ownership of the real properties set forth in the Parties Decree of Divorce, Plaintiff requests that the Court apply NRCP 70 so that the Clerk of the Court may execute those documents in the Defendant's stead.

Additionally, as the Defendant refuses to transfer half of the assets in the Chase Bank Account held in Nina's name as ordered by the Court, Plaintiff asks that the Court incarcerate the Defendant until such time as he transfers said monies to the Plaintiff.

Therefore, in light of the Defendant's failure to comply with any of the terms of the Decree of Divorce, the Plaintiff asks that the Defendant be held in contempt, and that sanctions be imposed against him.

II

#### LEGAL ARGUMENT

Defendant Should be Held in Contempt as He has Failed to Comply with any of the terms of the Parties' Decree of Divorce

The refusal to obey a lawful order issued by the court is an act of contempt. NRS 22.010(3). The facts of contempt must be presented to the court through an affidavit. NRS 22.030(2).

person found guilty of contempt may be fined up to \$500 for each act of contempt, may be imprisoned for up to 25 days, or both. A person found guilty of contempt may also be required to pay the reasonable expenses, including attorney's fees, of the person seeking to enforce the order. NRS 22.100.

In the present case, the Defendant has a long history of not only abusing the law, but refusing to comply with the Court's orders in this case. The Defendant's history of contempt continues as he has not complied with one term of the Parties' Decree of Divorce.

Even something as simple as providing the Plaintiff with a copy of the March, 2022 Chase Bank statement demonstrating the amount of money on deposit in said account he has refused to do.

Plaintiff was forced to subpoena those records which showed that on March 7, 2022 said account contained, \$66,988.35. (Please see Chase Bank Account statement for the month of March, 2022 filed as

Exhibit 3 by separate index as PLTFOSC2MOT0046 - PLTFOSC2MOT0047).

Needless to say, Defendant has also not transferred half of that

Consequently, Plaintiff asks that Defendant be incarcerated until such time as he transfers said money to Plaintiff.

amount into the Plaintiff's account.

Defendant has additionally failed to provide proof that he has placed the Plaintiff's name on Nina's tuition account, he has failed to sign listing documents for the Procyon address and the Arizona properties and failed to sign a Quit Claim Deed transferring ownership of the Lame Horse Drive property to the Plaintiff that were mailed to him on July 6, 2022.

Defendant has failed to provide an accounting for the past two years of the rents he's received on the Lame Horse Drive property, and has failed to pay the Plaintiff one half of all rents and

payments he's received on the Lame Horse Drive (\$1,300/month), Procyon St. (\$840/month), and Pahrump properties (\$951/month) since the trial on this matter (March 7, 2022) to the present, nor has he provided documentary proof of the receipt of said payments.

As a result of failing to provide Plaintiff one half of said rental incomes and Pahrump land sale payments, Defendant currently owes Plaintiff the amount of \$10,818.00. As it is clear the Defendant contemptuous behavior will continue, Plaintiff requests that this amount, and any amounts that continue to accrue into the future be taken out of the Defendant's equity share of the real property that was ordered sold.

Additionally, as the Defendant refuses to sign any documents to effectuate the sale and transfer of the above properties, the Plaintiff requests that the provisions of NRCP 70 be applied so that Defendant can no longer hold up the sale and transfer of said properties and the Court Clerk could execute said documents in his stead. On July 6, 2022, Defendant was mailed listing documents

<sup>&</sup>lt;sup>3</sup> Rule 70. Enforcing a Judgment for a Specific Act

<sup>(</sup>a) Party's Failure to Act; Ordering Another to Act. If a judgment requires a party to convey land, to deliver a deed or other document, or to perform any other specific act and the party fails to comply within the time specified, the court may order the act to be done — at the disobedient party's expense — by another person appointed by the court. When done, the act has the same effect as if done by the party.

<sup>(</sup>b) Vesting Title. If the real or personal property is within this state, the court — instead of ordering a conveyance — may enter a judgment divesting any party's title and vesting it in others. That judgment has the effect of a legally executed conveyance.

<sup>(</sup>c) Obtaining a Writ of Attachment or Sequestration. On application by a party entitled to performance of an act, the clerk must issue a writ of attachment or sequestration against the disobedient party's property to compel obedience.

<sup>(</sup>d) Obtaining a Writ of Execution or Assistance. On application by a party who obtains a judgment or order for possession, the clerk must issue a writ of execution or assistance.

<sup>(</sup>e) Holding in Contempt. The court may also hold the disobedient party in contempt.

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 $1 \parallel$  for the Procyon Street address and for the parcels of vacant land in Arizona and a Quit Claim Deed for the Lame Horse Drive property with instructions to sign the documents and return them to Plaintiff's counsel within seven (7) days in a self addressed, postage paid envelope. Receipt of the delivery of these documents was confirmed by delivery receipt. (Please see documents mailed to Defendant attached as Exhibit 4 filed by separate index as PLTFOSC2MOT0048 - PLTFOSC2MOT0150). Defendant has failed to execute and return said documents.

Since that time, Defendant made a fraudulent conveyance of all of the real property from the MGN Trust to the NMA trust without the knowledge or consent of the Plaintiff who was a co-trustee of the MGN trust. In any event, such a fraudulent conveyance of property does not extinguish Plaintiff's community property share in said properties and the terms of the Decree of Divorce should be enforced in regards to the listing, transfer and sale of the same.

Plaintiff also requests that she be awarded exclusive 20 possession of the Procyon Street house so that she may prepare 21 and maintain it for sale and that she be allowed to change the locks on said property to insure her safety. Defendant should be given a date certain for him to remove himself from the residence, and should he refuse to leave the Procyon address, that law enforcement be ordered to remove the Defendant from the Procyon Street address, if necessary.

Plaintiff further asks that the Defendant be fined the amount

of \$500 for each act of contempt he has committed for a total amount of \$3,500.00.

That any money that Defendant owes to Plaintiff that has accrued, or continues to accrue, shall be taken out of his half of the equity realized upon the sale of the real property set forth in the Parties' Decree of Divorce and that the escrow company hold said funds and distribute them in accordance with the Court's Orders including the funds owed by the Defendant for Plaintiff's attorney's fees.

# C. This Court Should Award the Plaintiff with Reasonable Attorney's Fees and Costs

In Miller v. Wilfong, 121 Nev. 619, 119 P.3d 727 (2005), the Nevada Supreme Court held that it is within the trial court's discretion to determine the reasonable amount of attorney's fees under a statute or rule, and in exercising that discretion the Court must evaluate the factors set forth in Brunzell v. Golden Gate National Bank, 85 Nev. 345, 445 P.2d 31 (1969). The Brunzell Court identified the following factors that the trial court may consider in awarding attorney's fees:

# The qualities of the advocate; his ability, his training, education, experience, professional standing and skill.

Plaintiff's attorney is a graduate of Syracuse University College of Law. She was admitted to the State Bar of Nevada in 1999, clerked for the Honorable Carl Christensen at the Eighth Judicial District Court Family Division and has practiced in the field of family law in Clark County for the past 23 years.

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In any family law matter where the Parties are hostile to the point where one Party has refused to cooperate with any order of the Court or with any of the laws and rules governing this matter, it will necessarily take more effort to resolve.

In this case, the Defendant has failed to abide by any of the rules of civil procedure, has failed to comply with the court's interim orders, has attempted to obstruct this case at every turn and is now refusing to comply with any of the terms of the Decree of Divorce. If any case has required an advocate to go above and 15 beyond in attempting to bring this matter to resolution, it is certainly this one.

> 3. The work actually performed by the lawyer: the skill, time and attention given too the work; and

Plaintiff's attorney has taken this matter from intake through 21 trial and now through post-trial proceedings, during which time the Defendant has consistently failed to comply with the Nevada rules of civil procedure, the Court's interim orders and now the terms of the Decree of Divorce which has required more work that would have The time taken on these tasks can be otherwise been necessary. substantiated with a time log if requested.

> 4. The result: whether the attorney was successful and what

#### benefits were derived.

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The results and benefits will speak for themselves at the conclusion of this matter.

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In light of the foregoing, in particular, the unreasonable, obstructive and egregious behavior of the Defendant in this case, the Plaintiff should be awarded attorney's fecs and costs.

Plaintiff further requests that any attorney's fees awarded in this case, including any future attorney's fees that may accrue through to the resolution of this matter, be paid for by the Defendant from his one-half of the equity in any real property ordered sold and that such funds be held in escrow until such time as they are ordered dispersed by the Court.

III

#### CONCLUSION

In light of the Defendant's contempt of the Court's orders Plaintiff requests the following relief:

- That Defendant be found in contempt of the terms of the 1. Decree of Divorce and for fraudulent transfer of real properties from MGN Trust to NMA trust without the knowledge or consent of the Plaintiff who is the co-trustee of the MGN Trust;
- That sanctions be imposed against the Defendant for his failure to comply with the terms of the Decree of Divorce;
- That Defendant be incarcerated until such time as he complies with the terms of the Decree of Divorce and transfers the amount of

- $4 \parallel \text{Street}$  address so that she may prepare and maintain it for sale;
- That Plaintiff be awarded exclusive possession of the Procyon

the premises;

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- 5. That appropriate law enforcement be ordered to remove the Defendant from the Procyon Street address should he not voluntarily leave
- 6. That Plaintiff be allowed to change the locks on the Procyon Street address for her own safety;
- That the Plaintiff be awarded the sum of \$10,818.00 for the amount of money the Defendant owes her for half of the rental and sales income he's collected since the date of the divorce and that said amount be paid, along with all future amounts that accrue, from Defendant's share of the equity realized from the sale of the real property ordered sold.
- 8. That NRCP 70 be applied so that all listing, sale and conveyance documents for the real properties ordered sold and/or transferred be signed by the Clerk of the Court in place of the Defendant:
- That any and all monies Defendant currently owes to the Plaintiff by the terms of the Decree of Divorce be taken from his half of the equity realized from the sale of the real properties adjudicated in the Decree of Divorce;
- That Defendant be fined \$500 for a total amount of \$3,500.00, 10. and incarcerated for 125 days for each act of contempt;
  - 11. For an award of attorney's fees and costs;
  - 12. For such other relief the Court deems just and proper,

1 including the incarceration of the Defendant for his egregious and 2 continued contempt of the orders of this court. This Motion is made and based upon EDCR 3.60, the papers and 4 pleadings on file herein, the Points and Authorities submitted herewith  $\mathbf{5}$  as well as any Affidavits attached hereto, and any oral argument of counsel allowed at the time of the hearing of this matter. DATED this \_\_\_\_ day of \_\_\_\_, 2022. REZA ATHARI & ASSOCIATES BY: MARIA L. MILANO, ESQ. Nevada Bar No. 7121 3365 Pepper Lane, Suite 102 Las Vegas, Nevada 89120 Attorneys for Plaintiff, GEORGANN ACCOMANDO 

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- I, GEORGANN ACCOMANDO, the Plaintiff in the above 1. entitled action, declares under penalty of perjury that I have read the foregoing Motion and know the contents thereof; that the averments contained therein are true of my own knowledge, except for those matters therein contained stated upon information and belief, and that as to those matters, I believe them to be true.
- I Declare under penalty of perjury under the law of the 2. 10 State of Nevada that the foregoing is true and correct.
  - That Defendant, Mario Accomando, has failed to comply with any of the terms of the Divorce Decree.
  - That although Defendant was ordered to place my name on 4. our daughter Nina's tuition account, he has failed to provide proof that he has done so.
- Defendant was ordered to provide me with the March, 2022 Chase bank statement for the account he holds with our daughter Nina, but refused to do so which required my attorney to subpoena 20 |said statement.
  - The Chase bank statement for March 7, 2022 indicated that account held the amount of \$66,988.35 Defendant was ordered to transfer one half of that amount into my account, yet he has refused to do so.
  - As ordered by the Court, I hired real estate agents to 7. prepare listing documents for the Procyon Street address and the Arizona propertics.

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- Said real estate agents prepared the listing agreements which were mailed to Mr. Accomando on July 6, 2022 for him to sign and return to my attorney in self addressed, postage prepaid envelope. Mr Accomando refused to sign and return said documents.
- I was awarded the Lame Horse Drive property as per the terms of the Divorce, therefore, my attorney prepared a Quit Claim Deed transferring ownership to mc. Said Quit Claim Deed was also mailed to Mr. Accomando on July 6, 2022. Again he refused to sign it and return it to my attorney.
- 10. Mr Accomando was supposed to give me an accounting of the 12 rents he received from the Lame Horse Drive property for the past 13 two years. He has not done that.
  - 11. Mr. Accomando was supposed to pay me one half of all rents and payments he has received from the date of the divorcee until the present for the Lame Horse Drive, Procyon Street and Pahrump properties, but I have received nothing since that time.
  - 12. Mr. Accomando has made it clear to me through third parties that he does not intend to comply with any of the terms of the Decree of Divorce and will not leave the Procyon address until the police take him out.
  - 13. Mr. Accomando has also, through third parties, threatened my safety.
  - I ask the Court to allow the Clerk of the Court to sign whatever documents are necessary to effectuate the sale of the real

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- 15. It should be noted by the Court that Mr. Accomando transferred all of the real estate holdings from the MGN Trust to the NMA Trust. As I am a trustee for the MGN Trust, this transfer was done without my knowledge or consent and is, therefore, a fraudulent conveyance.
- 9 16. I also ask the Court to incarcerate the Defendant until 10 such time as he transfers one half of the money owed to me from the 11 Chase Bank account.
  - 17. I ask for the money he owes me from mental and sale income he's collected since the date of our divorce and what continues to accrue which should be taken out of his share of the equity from the sale of the properties that were ordered sold;
  - 18. I ask the Court to allow me exclusive possession of the Procyon Street address so that I can prepare and maintain the property for sale. I would also like to be given permission to change the locks for my own safety and for law enforcement to be utilized to remove Mr. Accomando from the Procyon Street address should he refuse to leave.
  - 19. Every day that passes, the properties lose value as mortgage interest rates increase. The Defendant's continued failure to comply with the Court's order and cooperate with the listing and sale of the real property has resulted in the market

2 for me. 3 The fact that the Defendant has not paid me my community share of money awarded to me has caused me to lose my apartment. I've had to borrow money from friends and relatives. I must now 6 rent a room and can barely afford to survive. The Defendant cannot be allowed to continue to abuse the legal system and thumb his nose at the law and the Court's orders. g 21. I believe that as a result of the Defendant's continued 10 11 ∥refusal to comply with the court's orders that he be sanctioned 12 | \$500 for each act of contempt and that I be awarded attorney's fees to be paid from his half of the equity realized from the sale of the community real property. 15 16 17 GEORGAINN ACCOMANDO 18 SUBSCRIBED and SWORN to before me 19 day 20 21 NOTARY PUBLIC for the State of 22 Nevada, County of Clark 23 24 25 26

I value of the property to decrease which is a direct loss of assets

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# DISTRICT COURT FAMILY DIVISION CLARK COUNTY, NEVADA

GEORGANN ROSE ACCOMANDO	Case No. D-21-628915-D
Plaintiff/Petitioner	
V.	Dept. M
MARIO ACCOMANDO	MOTION/OPPOSITION
Defendant/Respondent	FEE INFORMATION SHEET
Notice: Motions and Oppositions filed after entry of a f subject to the reopen filing fee of \$25, unless specifically Oppositions filed in cases initiated by joint petition may accordance with Senate Bill 388 of the 2015 Legislative Step 1. Select either the \$25 or \$0 filing fee in \$25 The Motion/Opposition being filed with fee because:  The Motion/Opposition is being filed entered.  The Motion/Opposition is being filed established in a final order.  The Motion/Opposition is for recons within 10 days after a final judgment entered on	be subject to an additional filing fee of \$129 or \$57 in Session.  the box below.  the this form is subject to the \$25 reopen fee.  the this form is not subject to the \$25 reopen fee.  the this form is not subject to the \$25 reopen fee.  and before a Divorce/Custody Decree has been for a divorce for a new trial, and is being filed for the decree was entered. The final order was
Other Excluded Motion (must special	<del></del>
Step 2. Select the \$0, \$129 or \$57 filing fee in	
<b>Y</b>   1	th this form is not subject to the \$129 or the
17.1	ed in a case that was not initiated by joint petition. ition previously paid a fee of \$129 or \$57.
OR	-
to modify, adjust or enforce a final or	is subject to the \$129 fee because it is a motion rder.
\$57 The Motion/Opposition being filing wan opposition to a motion to modify, and the opposing party has already pa	with this form is subject to the \$57 fee because it is adjust or enforce a final order, or it is a motion aid a fee of \$129.
Step 3. Add the filing fees from Step 1 and Ste	ep 2.
The total filing fee for the motion/opposition I  50 \$25 \$57 \$82 \$129 \$154	
Party filing Motion/Opposition: GEORGANN ROS	E ACCOMANDO Date 11/07/22

Signature of Party or Preparer /s/ GEORGANN ROSE ACCOMANDO

#### 11/8/2022 7:12 AM Steven D. Grierson DISTRICT COURT CLERK OF THE COURT CLARK COUNTY, NEVADA 2 \*\*\*\* 3 Georgann Rose Accomando, Plaintiff Case No.: D-21-628915-D 4 Mario Accomando, Defendant. Department M 5 6 NOTICE OF HEARING 7 Please be advised that the Plaintiff's Motion for an Order to Show Cause Regarding 8 Contempt and the Imposition of Sanctions for Defendant's Failure to Comply with Terms 9 of Decree of Divorce in the above-entitled matter is set for hearing as follows: 10 Date: December 20, 2022 11 Time: 10:00 AM 12 Location: Courtroom 04 Family Courts and Services Center 13 601 N. Pecos Road Las Vegas, NV 89101 14 15 NOTE: Under NEFCR 9(d), if a party is not receiving electronic service through the Eighth Judicial District Court Electronic Filing System, the movant requesting a 16 hearing must serve this notice on the party by traditional means. 17 18 STEVEN D. GRIERSON, CEO/Clerk of the Court 19 20 By: /s/ Brionna Bowen Deputy Clerk of the Court 21 CERTIFICATE OF SERVICE 22 I hereby certify that pursuant to Rule 9(b) of the Nevada Electronic Filing and Conversion 23 Rules a copy of this Notice of Hearing was electronically served to all registered users on this case in the Eighth Judicial District Court Electronic Filing System. 24 25 By: /s/ Brionna Bowen

**Electronically Filed** 

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Deputy Clerk of the Court

Case Number: D-21-628915-D

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