

Real Estate Purchase Contract and Receipt for Earnest Money

Date: NOVEMBER 16, 2023

RECEIVED FROM _____ as BUYER The sum of _____ DOLLARS (\$ _____)

evidenced by ___ Personal Check, and/or ___ Cashier’s Check, and/or ___ Bank Wire as Earnest Money Deposit, (subject to collection, which Seller acknowledges that Broker has accepted as Seller’s agent and is authorized to deposit with any duly authorized escrow agent), to the following described property situated in the County of MOHAVE, State of Arizona, together with all fixtures and improvements thereon to wit:

ASSESSOR PARCEL #225-05-005 AND #225-05-006 TOTALING 95.18+/- ACRES + 5 PATENTED GOLD MINING CLAIMS

Which the Buyer agrees to purchase for the Full Purchase Price of _____ DOLLARS, Payable as follows:

\$ _____ by above Earnest Money which is NON-REFUNDABLE unless title should prove defective as provided herein.
\$ _____ Cash on or before close of escrow. There are NO contingencies on financing.

IT IS HEREBY AGREED:

First: If Buyer fails to complete this purchase as herein provided by reason of any default of Buyer, Seller shall be released from obligation to sell the property to Buyer and may pursue any claim or remedy at law or equity or may retain the amount paid herein as liquidated and agreed damages as Seller may elect. If action be instituted to enforce this agreement, the prevailing party shall receive reasonable attorney’s fees as fixed by the Court.

Second: The Buyer and Seller agree that if the title to the above property be defective, sixty (60) days from the date hereof will be given the Seller, or his agent, to perfect same. If title cannot be perfected within that time, at the option of Buyer, and upon demand, the down payment receipted for herein shall be returned to Buyer and this contract cancelled.

Third: That the Buyer, either independently or through representatives of Buyer’s choosing, has investigated any and all matters concerning this purchase and Auction Company, Broker and Seller are hereby released from all responsibility regarding the condition and valuation thereof, and neither Buyer, Seller, Auction Company nor Broker shall be bound by any understanding, agreement, promise, representation, stipulation, inducement or condition, expressed or implied, not specified herein.

Fourth: Buyer is aware that Seller is selling, and Buyer is purchasing the property in “AS-IS CONDITION WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE”.

Fifth: Buyer shall be responsible to pay all costs associated with Buyer to obtain necessary financing to close the sale. Buyer and Seller shall each pay one-half (1/2) of the escrow fee, and other escrow costs properly chargeable to each in accordance with the prevailing custom. All property taxes, rents, fees and assessments, if any, shall be prorated as of close of escrow. Any deposits held by Seller shall be transferred to Buyer at close of escrow.

Sixth: This contract shall become binding only when executed by the Buyer and by the Seller and shall be in force and effect from the date of such execution. Written notice of acceptance given to Broker shall be notice to Buyer. This offer must be accepted by Seller on or before NOVEMBER 23, 2023, otherwise this offer shall be deemed revoked and the deposit returned to the Buyer.

Seventh: Time is of the essence in this contract.

MONDAY,
DECEMBER 17,

Eighth: This Contract shall serve as escrow instructions and shall be the controlling document. Escrow shall close on or before 2023. Possession shall be delivered to the Buyer at close of escrow.

Ninth: Seller accepts liability for maintaining and delivering property in similar condition as offered for sale. Buyer acknowledges by deposit of Down Payment that Buyer has examined the property, with or without select tradesmen, and is satisfied as to the condition of the property. The Buyer and the Seller hereby agree that the Broker and Auction Company will not be liable for compliance with this paragraph,

Tenth: In the event there is any loss or damage to the property between the date hereof and the date of closing, by reason of fire, vandalism, flood, earthquake, or act of God, the risk of loss shall be on the Seller. Buyer also has an insurable interest in the property and should place insurance upon the property upon acceptance of this offer.

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

Twelfth: In the event that Broker/Auction Company hires an attorney to enforce the collection of the commission due herein and is successful in collecting some or all such commission, Seller agrees to pay all court costs and Broker/Auction Company’s reasonable attorney fees. Buyer and Seller understand and

agree that the Broker and Auction Company represent the Seller exclusively as Seller's agent and have a duty to treat fairly all parties to the transaction. The parties to this contract expressly agree that the laws of the state where the auction event occurs shall govern the validity, construction, interpretation, and effect of this contract.

Thirteenth: Buyer agrees that a portion or all the Earnest Money funds will be released to the Seller upon opening of escrow and understands that the funds will be used as payment of fees to the Auction Company and for other up-front expenses of the Auction sale.

OFFER TO PURCHASE: I (or we) offer and agree to purchase the above-described property on the terms and conditions herein stated and acknowledge receipt of a copy of this offer.

Dated _____, 20____

Buyer _____ Address _____

Buyer _____ Phone _____ Email _____

Buyer _____ Address _____

Buyer _____ Phone _____ Email _____

ACCEPTANCE OF OFFER: I (or we) agree to sell the above-described property on the terms and conditions herein stated.

Dated _____, 20____

Seller _____ Address _____

MICHAEL SMITH

Seller _____ Phone _____ Email _____

ELIZABETH SMITH

Seller _____ Address _____

Seller _____ Phone _____ Email _____

Parcel Number: 225-05-005

MOHAVE COUNTY PARCEL INFO; 59.17 ACRES

Owner(s): SMITH ELZABETH P SMITH BLAINE ;

Mailing Address: 1845 GATES AVE KINGMAN, AZ 864014017

Property Location:

Multiple Owners: Yes

	Previous Year	Current Year	Future Year
Tax Year	2022	2023	2024
Land Value	\$15,248	\$12,320	\$14,450
Improvement Value	\$0	\$0	\$0
Full Cash Value	\$15,248	\$12,320	\$14,450
Assessed Full Cash Value	\$2,287	\$1,848	\$2,168
Limited Value	\$15,248	\$7,945	\$8,342
Assessed Limited Value	\$2,287	\$1,192	\$1,251
Value Method	Market	Market	Market
Exempt Amount	\$0	\$0	\$0
Exempt Type			
Assessor Use Code	6600-NON-PRODUC MINE CO	6600-NON-PRODUC MINE CO	6600-NON-PRODUC MINE CO
Assessment Ratio	15.0%	15.0%	15.0%
Property Class	02R	02R	02R

Supervisor 4
District

Parcel Size 59.17 acres

Parcel Town 18N

Parcel Range 20W

Parcel Section 5

Assessor Description A PARCEL OF LAND LYING WITHIN SECTIONS 4 & 5 TOWNSHIP 18 N, RANGE 20 W, AND WITHIN SECTION 32, TOWNSHIP 19 N, RANCH 20 W OF THE ILA AND SALT RIVER MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEING PARCEL "A" AS SHOWN ON THE SURVEY RECORDED IN THE OFFICE OF THE MOHAVE COUNTY RECORDER ON JULY 10, 2020 IN BOOK 51 RECORD OF SURVEYS, PAGE 22, FEE NO. 2020037867. SUBJECT TO THE PRIVATE INGRESS EASEMENTS IN FAVOR OF PARCEL "B" BEING 24 FT WIDE AS SHOWN ON SAID PLAT AS RECORDED IN BOOK 51, RECORD OF SURVEYS, PAGE 22. THE MIDGET #3, MIDGET #2, BLACK HAWK #2 PATENTED LODGE MINING CLAIMS ACCORDING TO MINERAL SURVEY NO 3848 AND MORE PARTICULARLY DESCRIBED IN PATENT RECORDED IN BOOK 32 OF DEEDS, PAGE 567 RECORDS OF MOHAVE COUNTY AZ TOGETHER WITH THE BLACK HAWK #5, M.S. 3848, PATENTED LODGE MINING CLAIM EXCEPT THAT PORTION OF THE OASIS M.S. 3848, PATENTED LODGE MINING CLAIM AS DESCRIBED IN PATENT RECORDED IN BOOK 32 OF DEEDS, PG 567 RECORDS OF MOHAVE COUNTY AZ LYING WLY OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT CORNER NO. 3

FOR SAID OASIS, M.S. 3048 PATENTED LODGE MINING CLAIM BEING A 4' X4' POST; THENCE ALONG LINE 2-3 FOR SAID OASIS M.S. 3048 PATENTED LODGE MINING CLAIM N 52 DEG 12MIN 30 SEC W (N 52 DEG 13MIN W - RECORD) 330.07 FT TO A 5/8" REBAR W/CAP RLS 8904 AND TPOB OF SAID LINE; THENCE S 5 DEG 55 MIN W, 214.28 FT TO A 5/8" REBAR W/CAP RLS 8904 AND THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NE HAVING A RADIUS OF 248.71 FT; THENCE SE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 58 DEG 01 MIN 00 SEC, 251.85 FT TO A 5/8" REBAR W/CAP RLS 8904 BEING A POINT IN LINE 3-4 FOR SAID OASIS , M.S. PATENTED LODGE MINING CLAIM AND THE TERMINUS OF SAID LINE (PARCEL # 22505003 AND PART OF 22505004)

Tax Year	Description	Construction Type	Base Year / Adjusted Year	Stories	SF	Imp #	Mobile Make	Mobile Model	Serial #	Year Built
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Owner	Sale Date	Fee Number	Instr. Type	Property Type	Sale Price	Multi Parcel	Sale
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Parcel Number: 225-05-006

MOHAVE COUNTY PARCEL INFO; 36.01 ACRES

Owner(s): SMITH MICHAEL ;

Mailing Address: 1845 GATES AVE KINGMAN, AZ 864014017

Property Location:

Multiple Owners: No

	Previous Year	Current Year	Future Year
Tax Year	2022	2023	2024
Land Value	\$9,281	\$8,923	\$10,808
Improvement Value	\$0	\$0	\$0
Full Cash Value	\$9,281	\$8,923	\$10,808
Assessed Full Cash Value	\$1,392	\$1,338	\$1,621
Limited Value	\$9,281	\$5,754	\$6,042
Assessed Limited Value	\$1,392	\$863	\$906
Value Method	Market	Market	Market
Exempt Amount	\$0	\$0	\$0
Exempt Type			
Assessor Use Code	6600-NON-PRODUC MINE CO	6600-NON-PRODUC MINE CO	6600-NON-PRODUC MINE CO
Assessment Ratio	15.0%	15.0%	15.0%
Property Class	02R	02R	02R

Supervisor District 4

Parcel Size 36.01 acres

Parcel Town 18N

Parcel Range 20W

Parcel Section 5

Assessor Description A PARCEL OF LAND LYING WITHIN SECTIONS 4 & 5 TOWNSHIP 18 N, RANGE 20 W, AND WITHIN SECTION 32, TOWNSHIP 19 N, RANCH 20 W OF THE ILA AND SALT RIVER MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEING PARCEL "B" AS SHOWN ON THE SURVEY RECORDED IN THE OFFICE OF THE MOHAVE COUNTY RECORDER ON JULY 10, 2020 IN BOOK 51 RECORD OF SURVEYS, PG 22 FEE NO 2020037867. SAID PARCEL OF LAND CONTAINS 36.014 ACRES MOR OR LESS. TOGETHER WITH THE PRIVATE INGRESS EASEMENT BEING 24 FT WIDE AS SHOWN ON SAID PLAT AS RECORDED IN BOOK 51 RECORD OF SURVEYS, PG 22.THE MIDGET #3, MIDGET #2, BLACK HAWK #2 PATENTED LODGE MINING CLAIMS ACCORDING TO MINERAL SURVEY NO 3848 AND MORE PARTICULARLY DESCRIBED IN PATENT RECORDED IN BOOK 32 OF DEEDS, PG 567 RECORDS OF MOHAVE COUNTY, AZ TOGETHER WITH THE BLACKHAWK #5, M.S. 3848, PATENTED LODGE MINING CLAIM EXCEPT THAT PORTION LYING WITHIN THE BOUNDARY OF THE UN PATENTED LODGE MINING CLAIM THE BOUNDARY CONE #2 AS DESCRIBED IN PATENT RECORDED IN BOOK 32 OF DEEDS, PG 567 RECORDS OF MOHAVE AND THAT

PORTION OF THE OASIS M.S. 3848 PATENTED LODGE MINING CLAIM AS DESCRIBED IN PATENT RECORDED IN BOOK 32 OF DEEDS PG 567 RECORDS OF MOHAVE COUNTY , AZ LYING WLY OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT CORNER NO. 3 FOR SAID OSAIS M.S. 6848 PATENTED LODGE MINING CLAIM BEING A 4X4 " POST; THENCE ALONG LINE 2-3 FOR SAID OASIS M.S. 3048 PATENTED LODGE MINING CLAIM N 52 DEG 12M 50S W (N 52 DEG 13 MIN W -RECORD) 330.07 FT TO A 5/8" REBAR W/CAP RLS 8904 AND THE TPOB OF SAID LINE;THENCE S 5 DEG 55 MIN W 214.27 FT TO A 5/8" REBAR W/CAP RLS 8904 AND THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NE HAVING A RADIUS OF 248.71 FT; THENCE SELY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 58 DEG 01 MIN 00 SEC, 251.85 FT TO A 5/8" REBAR W/CAP RLS 8904 BEING A POINT IN LINE 3-4 FOR SAID OASIS M.S. 3848 PATENTED LODGE MINING CLAIM AND THE TRMINUS OF SAID LINE. (PART OF 22505004)

Tax Year	Description	Construction Type	Base Year / Adjusted Year	Stories SF	Imp #	Mobile Make	Mobile Model	Serial #	Year Built
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Owner Sale Date Fee Number Instr. Type Property Type Sale Price Multi Parcel Sale

TOWNSHIP 18N RANGE 20W
SECTION 5

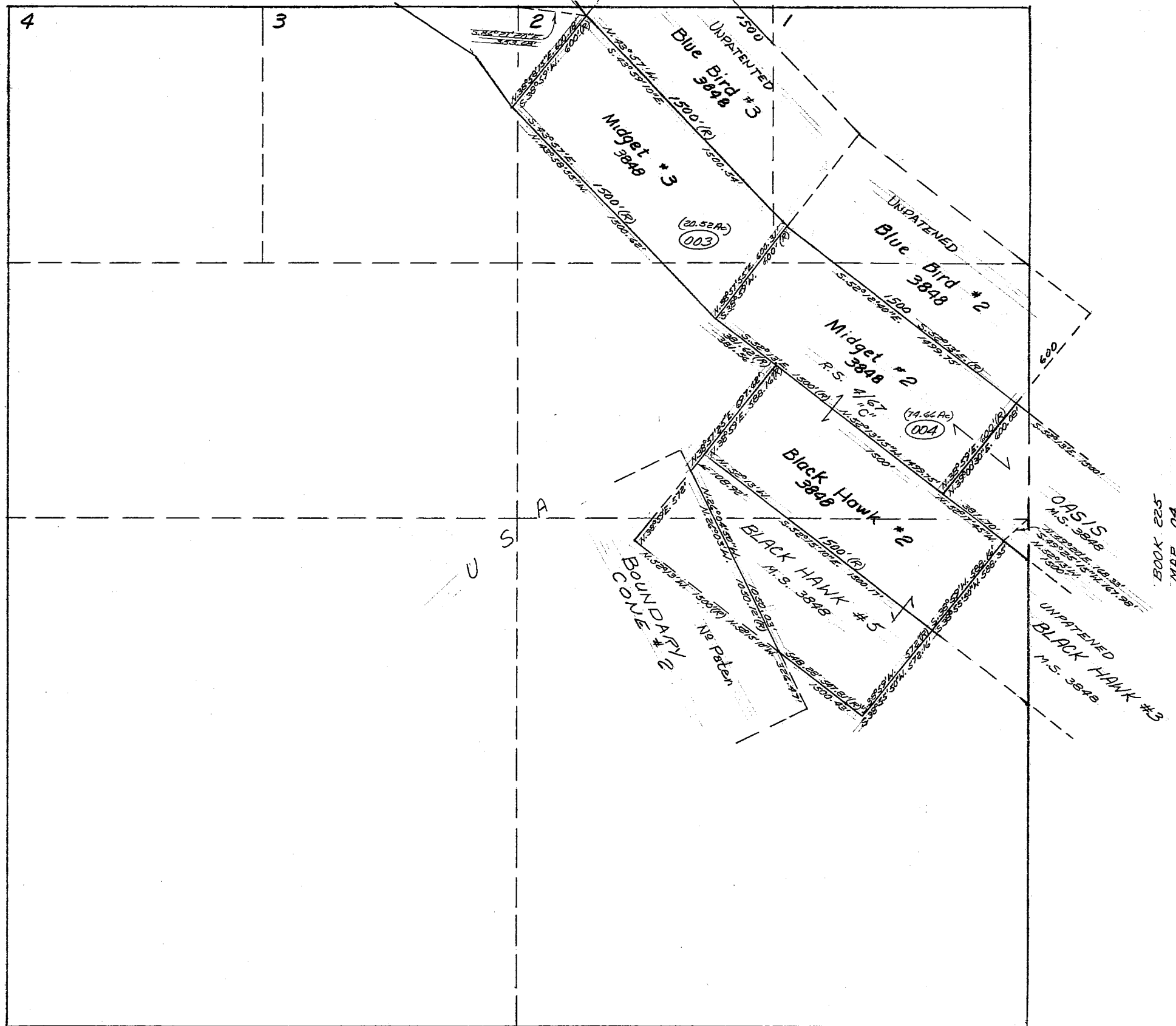
BOOK 225

VOID SEE GIS
12/12/2007

5 PATENTED GOLD MINING CLAIMS:
MIDGET #2, MIDGET #3, BLACK HAWK #2, BLACK HAWK #5, OASIS

MAP 05

CODE 1600



SCALE 1" = 600'

18N-20W-5
JUNE 14, 1995

MOHAVE COUNTY ASSESSOR

FINAL PURCHASE PRICE CALCULATION SHEET

\$ _____	Winning High Bid (Bidder # _____)
+ \$ _____	<u>10%</u> Buyer's Premium (Auction Fee)
= \$ _____	Total Purchase Price
- \$ _____	Opening Bid Incentive Credit (if applicable)
= \$ _____	Final Contract Price
- \$ _____	Earnest Money Deposit
= \$ _____	Balance Due by Close of Escrow on (date): <u>Monday, August 31, 2023</u>

Earnest Money Evidenced By:

\$ _____	Certified Funds or Bank Wire deposited at the Title Company by (date): _____
+ \$ _____	Additional Funds deposited at the Title Company by (date): _____
= \$ _____	Total Earnest Money Deposit

Dated _____, 2023

Buyer _____ by _____

Buyer _____ by _____

Seller _____ by Michael Smith

Seller _____ by Elizabeth Smith