

SUPERIOR COURT OF ARIZONA
MARICOPA COUNTY

CV 2014-015038

03/02/2016

HONORABLE KAREN A. MULLINS

CLERK OF THE COURT
S. Ortega
Deputy

DOUGLAS OFFERMAN

LAWRENCE K LYNDE

v.

GRANADA L L C

RICHARD V MACK

RULING

The Court has considered the evidence admitted at the evidentiary hearing regarding the forms of judgment submitted by the parties and the oral argument of counsel. The Court finds that this Court previously ruled, after a bench trial, in favor of Plaintiff and against Defendant on Plaintiff's claim for specific performance of the option to purchase the real property located at 7742 E. Granada Rd., Scottsdale Arizona 85257, set forth in the Residential Lease Agreement entered into by the parties on or about July 18, 2012. The subject real property has a physical address of 7742 E. Granada Road, Scottsdale, Arizona 85257 and a legal description of Lot 1, of HACIENDA DEL REY, according to Book 195 of Maps, page 14, records of Maricopa County, Arizona ("Real Property"). The Court further ordered that Plaintiff was entitled to the following credits against the purchase price: \$200.00 per month for each month's rent paid from August 4, 2012 to the date of close of the sale, plus a \$2,150.00 for previously paid security and cleaning deposits. The arguments presented by Defendant that the contract is void for vagueness was implicitly rejected by the Court in its trial ruling set forth in the Minute Entry Order dated June 9, 2015. Based upon the evidence submitted in regard to the forms of judgment submitted by the parties,

THE COURT FINDS:

1. The purchase price of the Real Property is \$240,000.00, to be paid by Plaintiff Douglas Offerman to Defendant Granada, LLC.

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2. At closing, Plaintiff shall receive the following credits against the purchase price: \$200.00 per month for each month's rent paid from August 2012 to the date of close of the sale plus \$2,150.00.
3. At closing, \$400.00 shall be paid to McKinnon Appraisal Associates, LLC, \$200.00 shall be allocated to seller and \$200.00 allocated to buyer.
4. At closing, the following costs/fees shall be paid by Defendant Granada, LLC: (1) \$650.00 for garage door and plumbing repairs; and (2) any HOA fees, including late fees, penalties, or other assessments by the HOA related to those HOA fees, through the close of escrow.
5. The escrow instructions apportioning other fees and costs are to be divided in accordance with whether they are seller-related or buyer-related, or are otherwise divided equally. Plaintiff met his burden of proof regarding Defendant's failure to reimburse Plaintiff for the garage door and plumbing repairs and, thus, Plaintiff is entitled to credit in the amount of \$650.00. (This amount is already set forth in paragraph 4 above.) Plaintiff failed to meet his burden of proof as to roof and other repairs and thus no credit is allowed for those repairs. Additionally, the Court inserts reasonable terms inspections, risk of loss, and the provision of clear title.

FILED: Judgment, signed 3/3/16