

**TOWN COUNCIL OF DEWEY-HUMBOLDT
REGULAR MEETING NOTICE**

Tuesday, September 20, 2016, 6:30 P.M.

**COUNCIL REGULAR MEETING
2735 S. HWY 69**

**COUNCIL CHAMBERS, TOWN HALL
DEWEY-HUMBOLDT, ARIZONA**

AGENDA

The issues that come before the Town Council are often challenging and potentially divisive. In order to make sure we benefit from the diverse views to be presented, the Council believes that the meeting be a safe place for people to speak. With this in mind, the Council asks that everyone refrain from clapping, heckling and any other expressions of approval or disapproval. Council may vote to go into Executive Session for legal advice regarding any matter on the open agenda pursuant to A.R.S. 38-431.03 (A) (3), which will be held immediately after the vote and will not be open to the public. Upon completion of Executive Session, the Council may resume the meeting, open to the public, to address the remaining items on the agenda. Agenda items may be taken out of order. Please turn off all cell phones. The Council meeting may be broadcast via live streaming video on the internet in both audio and visual formats. One or more members of the Council may attend either in person or by telephone, video or internet conferencing. **NOTICE TO PARENTS:** Parents and legal guardians have the right to consent before the Town of Dewey-Humboldt makes a video or voice recording of a minor child. A.R.S. § 1-602.A.9. Dewey-Humboldt Council Meetings are recorded and may be viewed on the Dewey-Humboldt website. If you permit your child to participate in the Council Meeting, a recording will be made. You may exercise your right not to consent by not permitting your child to participate or by submitting your request to the Town Clerk that your child not be recorded.

1. Call To Order.

2. Opening Ceremonies.

2.1. Pledge of Allegiance.

2.2. Invocation.

3. Roll Call. Town Council Members Arlene Alen, Jack Hamilton, Mark McBrady, Dennis Repan, Nancy Wright; Vice Mayor Doug Treadway; and Mayor Terry Nolan.

4. Announcements Regarding Current Events, Guests, Appointments, and Proclamations.

Announcements of items brought to the attention of the Mayor not requiring legal action by the Council. Guest Presentations, Appointments, and Proclamations may require Council discussion and action.

5. Town Manager's Report. Update on Current Events. No legal actions can be taken. Council may ask town staff to review an operational matter at this time, or may ask that a matter be put on a future agenda for actions or further discussion. Possible matters and projects are related to Town general administration, Finance, Public Works, Community Development.

5.1. Communication with Environmental Protection Agency (EPA) Project Team.

5.2. Historic District Boundary – Planning & Zoning Commission recommendation report.

5.3. A Report of recent programs and events, including the clean-up days.

6. Consent Agenda.

6.1. Minutes. Minutes from the June 21, 2016 Regular Council Meeting

7. Comments from the Public (on non-agendized items only). The Council wishes to hear from Citizens at each meeting. Those wishing to address the Council need not request permission or give notice in advance. For the official record, individuals are asked to state their name. Public comments may appear on any video or audio record of this meeting. Please direct your comments to the Council. Individuals may address the Council on any issue within its jurisdiction. At the conclusion of Comments from the Public, Council members may respond to criticism made by those who have addressed the

Page

3

5

7

public body, may ask Town staff to review a matter, or may ask that a matter be put on a future agenda; however, Council members are forbidden by law from discussing or taking legal action on matters raised during the Comments from the Public unless the matters are properly noticed for discussion and legal action. A 3 minute per speaker limit may be imposed. The audience is asked to please be courteous and silent while others are speaking.

8. Discussion Agenda – Unfinished Business. Discussion and Possible Action on any issue which was not concluded, was postponed, or was tabled during a prior meeting.

8.1. Bank building acquisition and use of the building. Continued discussion of possible action regarding acquisition of Museum Building property located at 12925 E. Main St. (Continued from June 7, 2016, July 19, 2016, August 16, 2016, and September 6, 2016 meetings)

8.1.1. An executive session pursuant to A.R.S. § 38-431.03(A)(7) for discussions or consultations with designated representatives of the Town in order to consider its position and instruct its representatives regarding negotiations for the purchase of real property located at 12925 E. Main Street, Dewey-Humboldt, Arizona.

8.1.2. Reconvene into Open Session.

9. Discussion Agenda – New Business. Discussion and Possible Action on matters not previously presented to the Council.

Page
13

9.1. Resolution 16-125 authorizing the acquisition of real property located at 12925 E. Main Street, Dewey-Humboldt and approving the Purchase Agreement.

25

9.2. Greater Prescott Regional Economic Partnership (GPREP) Intergovernmental Agreement (IGA).

10. Public Hearing Agenda.

37

10.1. Hearing on Annexation proposal for 200-foot remainder parcels of property adjacent to the North Boundary of the Town of Dewey-Humboldt, west of SR 69.

THIS CONCLUDES THE LEGAL ACTION PORTION OF THE AGENDA.

11. Adjourn.

For Your Information:

Next Town Council Meeting: Tuesday, October 04, 2016, at 6:30 p.m.

Next Planning & Zoning Meeting: October 6, 2016, at 6:00 p.m.

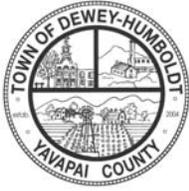
Next Town Council Work Session: Tuesday, October 11, 2016, at 2:00 p.m.

If you would like to receive Town Council agendas via email, please sign up at AgendaList@dhaz.gov and type Subscribe in the subject line, or call 928-632-7362 and speak with Judy Morgan, Town Clerk.

Certification of Posting

The undersigned hereby certifies that a copy of the attached notice was duly posted at the following locations: Dewey-Humboldt Town Hall, 2735 South Highway 69, Humboldt, Arizona, Chevron Station, 2735 South Highway 69, Humboldt, Arizona, Blue Ridge Market, Highway 69 and Kachina Drive, Dewey, Arizona, on the ____ day of _____, 2016, at ____ p.m. in accordance with the statement filed by the Town of Dewey-Humboldt with the Town Clerk, Town of Dewey-Humboldt.
By: _____, Town Clerk's Office.

Persons with a disability may request reasonable accommodations by contacting the Town Hall at 632-7362 at least 24 hours in advance of the meeting.



TOWN OF DEWEY-HUMBOLDT
P.O. BOX 69
HUMBOLDT, AZ 86329
Phone 928-632-7362 ▪ Fax 928-632-7365

TOWN COUNCIL REGULAR MEETING

September 20, 2016, 6:30 p.m. Town Council Meeting Chambers

Agenda Item # 5.1. recent Environmental Protection Agency (EPA) communication.

To: Mayor and Town Council Members

From: Yvonne Kimball, Town Manager

Date submitted: September 13, 2016

Summary:

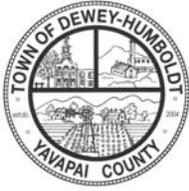
On September 6th, I received an update from the EPA's Humboldt Smelter/Iron King Superfund site project team. Briefly, here is what I heard:

1. EPA is planning to have a few homes sampled in order to test the effectiveness of some measures identified in the draft "treatability study". For instance, during the "treatability study" period, one remediation method was identified and the upcoming testing will test it out.
2. EPA will issue a factsheet soon to residents in the area. EPA may host an open-house meeting in D-H in late fall depending on funding and other factors.
3. Moving forward, EPA will proceed with a "feasibility study" which will outline remediation options. The team is hoping to kick-off the "Feasibility Study" after the new year.

I was informed that residential properties are the priority of the Superfund clean-up program. I also heard that EPA has identified 600 properties that needed testing. Upon testing, there were 30 properties identified as high-risk and have been cleaned up over the years. Once the properties are cleaned up by EPA, a letter of certification is sent. 95% of the properties have not been found posing a threat.

I also advised that the Town Council sent another letter to Senator McCain in response to EPA Administrator's recent letter regarding town superfund site. The project team thanked the Council for our involvement.

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TOWN OF DEWEY-HUMBOLDT
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Phone 928-632-7362 ▪ Fax 928-632-7365

TOWN COUNCIL REGULAR MEETING

September 20, 2016, 6:30 p.m. Town Council Meeting Chambers

Agenda Item # 5.2. Historic District Boundary - Planning & Zoning Commission recommendation report.

To: Mayor and Town Council Members

From: Yvonne Kimball, Town Manager

Date submitted: September 12, 2016

Summary:

At the May 10th meeting, upon CM Alen's request, Council directed P&Z to "research and recommend the boundaries and parameters for the creation of a local Historic District for D-H".

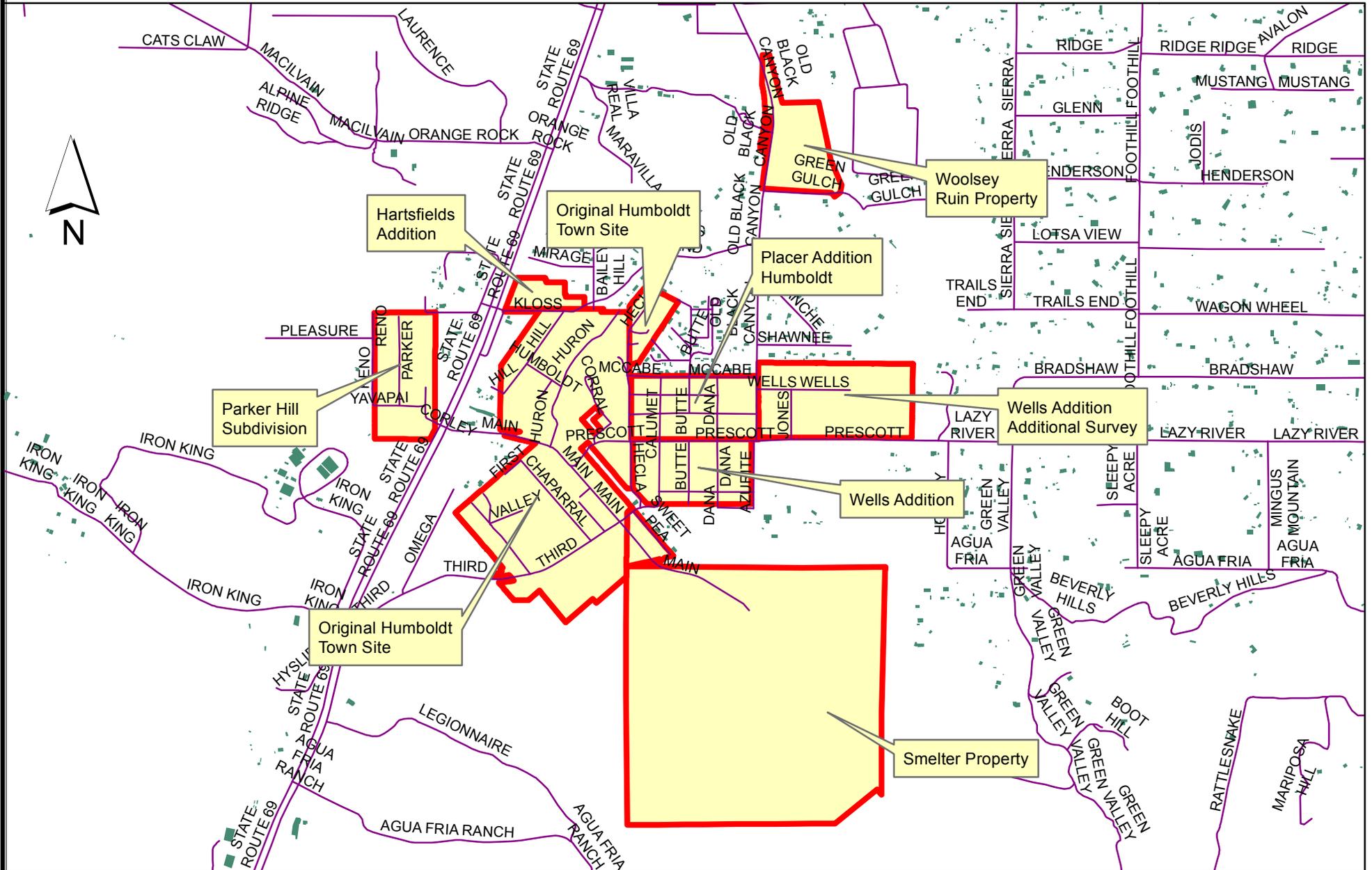
The P&Z met a few times on the subject and at their Sept. 8th meeting, the P&Z Commission reached their recommendation for the boundary for an "historic district". The P&Z Commission recommends the following: Adopt as the Historic District boundary the entirety of the following recorded subdivisions and areas (see the attached map).

1. The original "Humboldt Town site" recorded in 1906
2. Placer Addition to Town of Humboldt recorded in 1919
3. Wells Addition to Town of Humboldt recorded in 1910
4. Hartsfield's Addition to Town of Humboldt recorded in 1915
5. Parker Hill Subdivision recorded in 1917
6. Additional Survey of the Wells Addition recorded in 1918
7. Old Smelter Site (Assessor's Parcel Number 402-11-044)
8. Woolsey Ruin Site (Assessor's Parcel Number 402-06-025V)

P&Z has completed the task given by the Council and asked staff to report the recommendation to Council. To move forward, there are a few options the Council can consider:

1. Adopt the recommended boundary formally. To accomplish this, with Council's direction, staff can bring a resolution back for council to formally adopt the boundary known as the Town's Historic District. One advantage of a resolution is to make this boundary formal. A resolution is also easier to index and search for future references. Council can also adopt the boundary by a motion once it is properly agendized.
2. Acknowledge P&Z's effort.
3. Task staff and/or P&Z to bring back more information, such as contacting the property owners within the district boundary, in order to further consider the context of an "historic district".

Dewey-Humboldt Historic District Proposal



**TOWN OF DEWEY-HUMBOLDT
TOWN COUNCIL
REGULAR MEETING MINUTES
JUNE 21, 2016, 6:30 P.M.**

A REGULAR MEETING OF THE DEWEY-HUMBOLDT TOWN COUNCIL WAS HELD ON TUESDAY, JUNE 21, 2016, AT TOWN HALL AT 2735 S. HIGHWAY 69, DEWEY-HUMBOLDT, ARIZONA. MAYOR TERRY NOLAN PRESIDED.

1. **Call to order.** The meeting was called to order at 6:32 p.m.
2. **Opening Ceremonies.**
 - 2.1. **Pledge of Allegiance.** Done.
 - 2.2. **Invocation.** Given by Councilmember Nancy Wright.
3. **Roll Call.** Town Council Members Arlene Alen, Mark McBrady, Dennis Repan, Nancy Wright; Vice Mayor Treadway and Mayor Terry Nolan were present. Council Member Jack Hamilton was absent.
4. **Announcements Regarding Current Events, Guests, Appointments, and Proclamations.** Announcements of items brought to the attention of the Mayor not requiring legal action by the Council. Guest Presentations, Appointments, and Proclamations may require Council discussion and action.
 - 4.1. **Presentation by Pamela Pearsall, Yavapai County Assessor, to educate qualified tax payers about property tax assistance programs in Arizona offered through the Assessor's Office.** As approved at the June 7th meeting.

Pamela Pearsall, Yavapai County Assessor, gave a presentation on exemption and programs for constituents in the community. There are disability exemptions, and widower's exemption; a \$200-\$300 credit; Senior Freeze wherein property value, (not taxes) for qualifying seniors is frozen for three-year terms, and can be extended for three year intervals, if guidelines are still met. Ms. Pearsall said that although efforts have been made for a Veteran's disability deduction or program, this as yet has been unsuccessful. Ms. Pearsall is visiting local community meetings to educate on these programs, as the citizens have to contact the Assessor's office to enroll in these programs. A property owner could possibly qualify for more than one program.

Councilmember Repan inquired of Ms. Pearsall what she sees as far as economy and valuation in the upcoming year. Ms. Pearsall said that her office just updated to look at the trend and noted a flat line trend which is typical for an election year, but has heard there is a huge demand, so she expects to see an increase.

Public Comment was taken on this item.

Troy O'Dell spoke to owning property in the Superfund site location; it having influenced his property value negatively. He asked why the property is being taxed at full value if you can't sell or enjoy it?

Ms. Pearsall explained that the EPA furnishes a map to the Assessor's office on what they consider contaminated. The Department of Revenue says that the way to handle this issue is if property in the Superfund site is still considered contaminated it is figured at full market value, as if not contaminated, and then the assessed value is 1% of that. If there is a market response for a property not contaminated that falls within the Superfund area, is figured at 10%, which is the assessed value. If a property is not contaminated but still falls within the Superfund site an appeal can be filed with the Assessor's office who would

research the market response. The EPA provided a map on contaminated properties, it is not discretionary by the Assessor. Ms. Pearsall explained the appeal process; tools for assessing market value; and defined the process for a market stigma adjustment.

5. **Town Manager's Report**. Update on Current Events. No legal actions can be taken. Council may ask town staff to review an operational matter at this time, or may ask that a matter be put on a future agenda for actions or further discussion. Possible matters and projects are related to Town general administration, Finance, Public Works, Community Development.

5.1. Staff report on Planning and Zoning Commission's recommendation regarding Animal Code 153. Ad Council direction on next steps.

Community Planner/Code Officer (CP/CO) Steven Brown gave an overview stating that the Planning & Zoning Commission reviewed Code 153 and voted to recommend their latest amendments to Council with the following change. First the Planning Commission recommends that farm animals be "permitted uses" rather than "accessory uses" in the R1-; RMM; R1; C1; C2; C3; M1; and M2 zoning districts. Accessory uses would require someone occupying the premises where the animals are being kept; if they are to just be permitted and not as an accessory to the residence then animals could be kept on vacant property without the benefit of someone there to care for them. Staff recommends that animals remain as accessory uses, because of problems with absentee owners and perhaps many times there is a lack of care when there is no one living on the premises to care for them. Staff disagreed with the Commission's recommendation.

Mayor Nolan inquired what CP/CO Brown's recommendation was. CP/CO Brown recommended that the clause remain the same and they remain as accessory uses.

There was discussion amongst Council on situations favoring the recommendation by the Commission and problems with it: grazing uses; care of animals, etc.

CP/CO Brown described that permitted use there are no precursors to their exercising that use. An accessory use is sublimated to the primary use, it has to be accessory to something, many cases that would be a residence. It could also be commercial properties that have sheds, corrals, for the keeping of animals. So those would be considered accessory to the primary use of that property.

CP/CO Brown explained he shared his concerns with the commission, however, the Commission disagreed with him.

Public Comment was taken on this item.

Amy Timmons asked a specific question about use of a vacant property for animals, but being on-site with them; would this not be allowed according to the code?

CP/CO Brown responded with the code's accessory use definition.

Town Attorney Goodwin suggested an agricultural zoning as a response to what she was hearing.

Public Comment - Amy Timmons then spoke to the rural lifestyle of D-H and inquired as to why vacant property has to be contiguous to primary use property.

CP/CO Brown advised the Council that if there was desire to change the existing code that could happen tonight.

Town Attorney Goodwin defined that the Town could have a different agricultural exemption; create a zoning district that would permit these uses; or allow farm animals as

a permitted use as opposed to an accessory use. There are three ways to approach it.

CP/CO Brown commented that the Commission was not unanimous in their recommendation.

Public Comment - Ulys Brooks spoke on problems with property taxes if changing the size of a property.

There was Council consensus to send this matter to a work session.

CP/CO Brown addressed the definition for "Kennel" pointing out contradictory language in the definition recommended by the P & Z Commission regarding the use of the term "solely and primarily".

Town Attorney Goodwin stated the language would not be able to be enforced as written.

Public Comment - Victoria J. Wendt recommended going with the word primary and taking the word solely out of the kennel definition. Ms. Wendt also spoke of the definition of "household pet" having changed from what was discussed at the 3/22/16 workshop, and the old definition having been put back in the ordinance inquiring if this could be discussed at this time.

Council was unable to discuss this as the subject of "household pet" definition was not on the agenda.

Town Manager Kimball recommended having a meeting with Ms. Wendt to sort this issue out.

Public Comment - Amy Timmons spoke against number limitations regarding animals. Ms. Timmons spoke against delaying this to a future meetings.

Councilmember McBrady recommended the kennel and household pet definitions being put on the same work meeting as the previous issue of the zoning accessory and permitted use.

Public Comment - Amy Timmons asked Council to hold the work session in the evening so she could attend.

Vice Mayor Treadway recommended tackling all these animal ordinance issues at the same meeting.

Public Comment - Dakota Porter asked about the status of exotic pets in the animal code.

CP/CO Brown defined the exotic pet definition and that there were not expected changes regarding this issue.

Public Comment - Mike Simms spoke on Robert's Rules regarding no motions having been made to have previous issues mentioned placed on future agendas.

Town Attorney Goodwin advised that a motion could be made, but that it was not legally required, due to the nature of the items as listed on the agenda.

Town Manager Kimball asked for clarification on the items to be addressed at further work session. The items included Chapter 153 zoning regulations; Chapter 93 animal related regulations; kennel definition and household pet definition. It was determined to hold this work session on September 13, 2016, at 6:30 p.m.

5.2 Report on EPA Iron King and Smelter Superfund "Assistance Group" quarterly phone call.

Town Manager Kimball reported that this was her first time participating in the quarterly phone conference. TM Kimball included her report in the packet, but shared highlights of the phone call, including her report to the group regarding the successful well water test this fiscal year. TM Kimball spoke to the "Assistance Group" on the Council's letter to Senator McCain regarding the Superfund clean-up process being completed soon. The group sounded surprised that the Council took such a firm action. In preparation for FY16-17 well water testing, TM Kimball asked the group to follow up on the number of wells in Dewey-Humboldt. No one had an answer to that query. CP/CO Brown followed up and it appears there are approximately 2,000 wells in the D-H area; stating the information came from the ADWR well registry, some of the wells may not be currently active but they are tracked.

Public Comment - Amy Timmons spoke that during her campaign efforts she was informed by many citizens that they did not receive well water test results after the last testing.

CP/CO Brown reported that there were a couple individuals that reported not receiving results and they were given the information to contact the lab to follow up. Mr. Brown requested that anyone who did not receive results should contact the Town office.

6. Consent Agenda.

6.1. Minutes. Minutes from the May 17, 2016, Regular Council Meeting.

Councilmember Wright made a motion to approve the minutes from the May 17, 2016, Regular Council Meeting, seconded by Mayor Nolan. It was approved unanimously.

7. Comments from the Public (on non-agendized items only).

Victoria J. Wendt spoke on researching the historical areas in town and gave kudos to Councilmember Alen for her tremendous work in that area.

8. Discussion Agenda – Unfinished Business. Discussion and Possible Action on any issue which was not concluded, was postponed, or was tabled during a prior meeting.

8.1. Discussion and possible action regarding a resolution to authorize condemnation of real property located at 13101 E. Phoenix Street, Dewey-Humboldt.

Mayor Nolan recommended moving this item to the end of the agenda as it would require Executive Session and moved on to Item 9.1. CM Repan questioned that a motion may be necessary. Town Attorney Goodwin noted usually, unless there is an objection, if the Mayor wants to take something out of order, it's done, you can also do it by motion, if somebody objects she suggests it be done by motion. CM Repan made a motion to move on to Agenda Item 9.0, seconded by VM Treadway; motion passed unanimously.

9. Discussion Agenda – New Business. Discussion and Possible Action on matters not previously presented to the Council.

9.1. Fiscal Year 2016-17 Tentative Budget adoption. (total Tentative Budget in the amount of \$4,182,302)

Mayor Nolan recommended a motion to adopt this so it can go to print and Council can continue to work on it.

Vice Mayor Treadway noted that on Page 25 in the 3rd paragraph the former town law firm was noted and should be corrected to the current representation.

Councilmember Repan made a motion to adopt the annual 2016-17 tentative budget, as corrected, CM Alen seconded; motion passed unanimously.

9.2 Codified Resolutions follow-up. Direction from Council on next steps.

Town Clerk Judy Morgan gave an overview of the revisions and recommended creating a policy on the NIMS authorization (National Information Management System) referencing the Council will pursue training in this. Two resolutions could be addressed through a generic ordinance on Private Road Transition policy and Yavapai County Emergency Hazard Mitigation (Emergency Management being provided in conjunction with Yavapai County and Town Officials are trained in that Emergency Management), for awareness of these two issues. There is one resolution that requires a repealing resolution, the contract with Bank of America, noting the Town no longer banks there. If Council gives direction on moving forward on these changes that are recommended, this can be accomplished.

There was Council discussion and questions regarding Resolutions 08-61 and 07-25 which Town Attorney Goodwin clarified and explained that the difference between a policy and an ordinance or something in the code is that policies don't have penalty clauses. You have to adopt penalty clauses by ordinance. If it's a policy it's just a policy, if you want to be able to cite or enforce it when somebody violates, it needs to be an ordinance which would be codified through the code.

Councilmember Repan asked about the timeline of the creation of a policy.

Town Manager Kimball clarified more details about resolutions and repeals noting that Town Council direction was to remove resolutions from the Town Code and cited that policies could be put online. TM Kimball said this is an administrative task, prepared for Council review, and forwarded for attorney review, subsequently returned to Council.

Councilmember Repan made a motion to direct staff to go ahead and make the motions as presented to Council, seconded by Councilmember Wright; motion passed unanimously.

10. Public Hearing Agenda. None.

Council returned to agenda item 8.1 as it was moved to the end of the agenda.

8.1 Discussion and possible action regarding a resolution to authorize condemnation of real property located at 13101 E. Phoenix Street, Dewey-Humboldt.

Mayor Nolan recommended CP/CO Brown give an overview of the circumstances leading to this condemnation process before going into Executive Session.

The complaint originated about an unsafe, unsanitary situation at 13101 E. Phoenix Street. It was determined that an individual was receiving tax bills and paying them for years while the owner of the property had been deceased for many years. The Town had an appraisal done to determine what may be a figure if the property were condemned. That appraisal came in at approximately \$20,000. The Town was advised by Counsel to obtain a litigation guarantee because condemnation was likely and has been obtained. The Town needs this resolution to move to the next step to begin that process.

CM Repan asked if the Town did due diligence trying to find family. CP/CO Brown spoke to the Town Attorney doing a trace on the individual and the litigation guarantee is about trying to find any potential heirs that might raise question during our question.

Public Comment was taken.

Ulys Brooks spoke on knowing the owner of the home and that she had a son, but had no idea of how to find him or if he had family.

TA Goodwin explained to Council that they have exhausted all efforts to locate any heirs. The condemnation route is recommended.

CM Repan made a motion, seconded by CM Wright to go into Executive Session. It was approved unanimously. The Council went into Executive Session at 8:10 p.m.

8.1.1 Recess into and hold an executive session pursuant to A.R.S. Section 38-431.03 (A)(7) Discussion or consultations with designated representative of the public body in order to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property located at 13101 E. Phoenix Street, Dewey-Humboldt.

The Executive Session was held.

8.1.2 Reconvene into Open Session.

Council reconvened to Open Session at 9:00 p.m. Mayor Nolan explained Council gave Staff direction on this item in Executive Session.

11. Adjourn. The meeting was adjourned at 9:00 p.m.

Terry Nolan, Mayor

ATTEST:

Judy Morgan, Town Clerk

RESOLUTION NO. 16-125

A RESOLUTION OF THE COMMON COUNCIL OF THE TOWN OF DEWEY-HUMBOLDT, ARIZONA AUTHORIZING AND DIRECTING THE TOWN MANAGER AND TOWN ATTORNEY TO TAKE NECESSARY ACTIONS TO ACQUIRE TITLE TO A CERTAIN PARCEL OF REAL PROPERTY ON BEHALF OF THE TOWN FOR MUNICIPAL PURPOSES.

WHEREAS, the continued growth and development of the Town of Dewey-Humboldt requires the acquisition of certain real property; and

WHEREAS, the Common Council of the Town of Dewey-Humboldt finds that the acquisition of property located at 12529 East Main Street, Dewey-Humboldt, Arizona may be necessary for municipal purposes.

NOW, THEREFORE BE IT RESOLVED by the Common Council of the Town of Dewey-Humboldt, County of Yavapai, Arizona:

1. That the Town Manager and Town Attorney are hereby authorized and directed to acquire the property located at 12529 East Main Street in Dewey-Humboldt, Arizona on behalf of the Town; and
2. That the Town Council hereby approves the form of purchase contract attached hereto as Exhibit A; and
3. That the Mayor, Town Manager and Town Attorney are authorized to perform all acts necessary to acquire said property for the purposes described in this resolution on behalf of the Town.

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Dewey-Humboldt, Arizona this ___ day of _____, 2016.

Terry Nolan, Mayor

ATTEST:

Judy Morgan, Town Clerk

APPROVED AS TO FORM:

Gust Rosenfeld, P.L.C.
Town Attorney
By: Susan D. Goodwin

eXp Realty

COMMERCIAL REAL ESTATE PURCHASE CONTRACT

Document updated: February 2016



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.



RECEIPT

- 1. Offer Received From: ("Buyer") Town of Dewey-Humboldt
2. Agency Confirmation: Broker named on Line 18 is the agent of (check one):
3. [] the Buyer exclusively; or [] the Seller exclusively; or [X] both the Buyer and Seller
4. Amount of Earnest Money: \$
5. All earnest money shall be deposited into a federally insured account acceptable to Buyer and Seller and any interest earned thereon shall also be included as earnest money ("Earnest Money"). Buyer agrees that, if Buyer breaches this Contract, Earnest Money is subject to forfeiture. If any check for Earnest Money is dishonored for any reason, Seller may, at Seller's option, immediately cancel this Contract pursuant to lines 308-312. Unless otherwise provided herein, all Earnest Money is considered to be part of the Purchase Price for the Property described below.
10. Earnest Money shall be: (check one)
11. [] Delivered by Buyer to Escrow Company upon mutual execution of this Contract.
12. [] Held by Broker until mutual execution. Upon mutual execution, Broker shall promptly deposit the Earnest Money with the Escrow Company to which the check is payable. If the check is payable to Broker, Broker shall deposit the check in Broker's trust account or endorse the check without recourse and deposit it with a duly licensed Escrow Company.
15. Form of Earnest Money: [] Personal Check [] Other:
16. Deposited with: [] Broker's Trust Account [] Escrow Company
17. Offer Received By: C'Ann Simpson/Jerry Germansen 4166/3955
18. eXp Realty 5344 (collectively "Broker")

PROPERTY AND PURCHASE PRICE

- 19. Property Description and Offer: Buyer agrees to purchase and Seller agrees to sell the following real property:
20. Property Address: 12925 E Main Street
21. City: Dewey-Humboldt County: Yavapai AZ, Zip Code: 86329
22. Assessors Parcel # 402-10-018
23. Legal description: Lots 18 and 19, Block 3, Humboldt, Book 2 of Maps, Pages 8 and 9.
26. which includes, at no additional cost to Buyer, all fixtures and improvements thereon, as well as the following items, if any, owned by Seller and presently located on or in the real property: electrical distribution systems (power panels, ducting, conduits, disconnects), lighting fixtures, computer wiring, telephone distribution systems (lines, jacks and connections), heating, ventilation and air conditioning equipment, evaporative coolers, air lines, carpets, window coverings, wall coverings, security and fire detection systems/alarms, and
32. (collectively the "Property"). All fixtures and improvements shall be free of liens and encumbrances unless otherwise specified.
33. Leased Equipment NOT Included:
34. Personal Property Included:
35. Personal property shall be transferred in AS-IS CONDITION, FREE AND CLEAR OF ANY LIENS AND ENCUMBRANCES, and SELLER MAKES NO WARRANTY of any kind, expressed or implied (including, without limitation, ANY WARRANTY OF MERCHANTABILITY).
37. Addenda Incorporated: [] Schedule of personal property [X] Lead-Based Paint Disclosure [] Other
38. \$ 120,000.00 Full Purchase Price, paid as outlined below. Buyer acknowledges that failure to have funds deposited as required to close escrow on the date specified herein shall constitute a material breach of Contract.
40. \$ Earnest Money
41. \$ Additional Earnest Money

Commercial Real Estate Purchase Contract • Updated: February 2016 Copyright © 2016 Arizona Association of REALTORS®. All rights reserved.

Table with columns for SELLER, SELLER, Initials, Initials, BUYER, BUYER



45. **Escrow:** This Contract shall be used as escrow instructions. The Escrow Company employed by the parties to carry out the terms of

46. this Contract shall be: Pioneer Title Agency
(ESCROW COMPANY) (CONTACT PERSON)

47. 1570 Willow Creek Road, Prescott, AZ 86301 (928) 778-2222
(ADDRESS) (TELEPHONE)

48. _____
(FAX) (E-MAIL)

49. **Opening of Escrow:** The term "Opening of Escrow" shall mean the date when a fully executed Contract and the Earnest Money

50. have been delivered to Escrow Company. Escrow Company shall immediately notify Buyer, Seller and Broker(s) in writing of the

51. date of the Opening of Escrow.

52. **Close of Escrow:** Seller and Buyer shall comply with all terms and conditions of this Contract and Close Escrow

53. _____

54. but in no event later than 12/06/2016. Any other closing date requires the written mutual agreement of Seller and Buyer.
MO/DA/YR

55. Seller and Buyer hereby agree that the Close of Escrow shall be defined as recordation of the deed and any other documents

56. required to complete the transaction. The parties expressly agree that the failure of any party to comply with the terms and

57. conditions of this Contract by the scheduled Close of Escrow shall constitute a material breach of this Contract.

58. **Possession and Keys:** Possession and occupancy of the Property shall be delivered to Buyer **at Close of Escrow,**

59. _____, subject to the rights of tenants under existing leases. Seller shall provide keys and/or means to operate

60. all locks, mailboxes, security system/alarms, access to all common area facilities and _____

61. _____

DUE DILIGENCE AND INSPECTIONS

62. **Due Diligence:** Buyer's due diligence and inspection period shall be thirty (30) days or _____ days after Opening of Escrow

63. ("Due Diligence Period"). During the Due Diligence Period, Buyer shall satisfy itself with respect to the physical condition of the

64. Property, the condition of title to the Property and as to the feasibility and suitability of the Property for Buyer's intended purpose.

65. REFER TO LINES 66-85 FOR IMPORTANT TERMS.

66. **Buyer Disapproval:** If prior to the expiration of the Due Diligence Period or as otherwise provided herein, Buyer, in Buyer's sole

67. discretion, disapproves of the Property, Buyer shall:

68. (a) immediately cancel this Contract pursuant to Lines 308-312 without further written consent of the parties, in which event all

69. Earnest Money shall be returned to Buyer; or

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

71. If Buyer elects option (b), Seller shall respond in writing within five (5) days or _____ days after delivery to Seller

72. of Buyer's notice of items disapproved. If Seller is unwilling or unable to agree to correct any of the terms disapproved by

73. Buyer, including making any repairs in a workmanlike manner, Buyer may either:

74. (a) cancel this Contract within five (5) days after receipt of Seller's response or after expiration of the time period for

75. Seller's response, whichever occurs first, in which case all Earnest Money shall be returned to Buyer; or

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

77. correct in writing.

78. If Buyer cancels this Contract, Buyer shall return all documents provided by the Seller and provide Seller with copies of all reports or

79. studies generated by Buyer, provided, however, that Buyer shall not be required to deliver any such report or study if the written

80. contract that Buyer entered into with the consultant who prepared such report or study specifically forbids the dissemination of the

81. report or study to others.

82. **BUYER'S FAILURE TO GIVE WRITTEN NOTICE OF CANCELLATION OF THIS CONTRACT OR DISAPPROVAL OF ITEMS**

83. **WITHIN THE SPECIFIED TIME PERIODS SHALL CONCLUSIVELY BE DEEMED BUYER'S ELECTION TO PROCEED WITH**

84. **THE TRANSACTION WITHOUT CORRECTION OF ANY DISAPPROVED ITEMS THAT SELLER HAS NOT AGREED IN**

85. **WRITING TO CORRECT.**

86. **Inspections:** During the Due Diligence Period, Buyer shall have the right, at Buyer's expense, to select an inspector(s), and to

87. make economic, environmental and physical "inspections" (including tests, surveys, and other studies) of the Property, including but

88. not limited to square footage, wood infestation, roof, designated flood hazard areas, structural, plumbing (such as galvanized or

89. polybutylene pipes), sewer/septic, well, heating, air conditioning, electrical and mechanical systems, built-in appliances, soil,

90. foundation, pool/spa and related equipment, cost of compliance with swimming pool regulations, possible environmental hazards

91. (such as asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, methamphetamine, LSD, ecstasy,

92. hazardous waste, other substances, materials or products, and/or location in a federal or state Superfund area), water damage,

93. mold, conditions conducive to mold, geologic conditions, location of property lines, water/utility use restrictions and fees for services

94. such as garbage, water/utility or fire protection, sign usage, zoning regulations, variances, use permits, and compliance with

95. Americans with Disabilities Act. If the presence of sex offenders in the vicinity of the Property or the occurrence of a disease, natural

96. death, suicide, homicide or other crime on or in the vicinity of the Property is a material matter to the Buyer, it must be investigated

97. by the Buyer during the Due Diligence Period.

98. **Square Footage:** BUYER IS AWARE THAT ANY REFERENCE TO THE SQUARE FOOTAGE (OR NET ACREAGE) OF THE

99. REAL PROPERTY (LAND) OR IMPROVEMENTS THEREON IS APPROXIMATE. IF SQUARE FOOTAGE (OR NET ACREAGE) IS

100. A MATERIAL MATTER TO THE BUYER, IT MUST BE VERIFIED BY BUYER DURING THE DUE DILIGENCE PERIOD.

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BUYER	BUYER



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

DISCLOSURES

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

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BUYER	BUYER



152. **Additional Seller Disclosures and Information:** Seller shall provide to Buyer the following disclosures and information pertinent to the Property
 153. in writing within five (5) days or _____ days after Opening of Escrow: (1) any information known to Seller that may adversely affect the
 154. Buyer's use of the Property, (2) any known pending special assessments, association fees, claims, or litigation, (3) copies of covenants, conditions,
 155. and restrictions, articles of incorporation; by-laws; other governing documents; and any other documents required by law, (4) financial statements,
 156. copies of current rent rolls, lists of current deposits, personal property lists, copies of leases, rental agreements, service contracts, (5) a copy of the
 157. most recent survey, if available, and (6) any and all other agreements, documents, studies, or reports relating to the Property in Seller's possession
 158. or control provided, however, that Seller shall not be required to deliver any report or study if the written contract that Seller entered into with the
 159. consultant who prepared such report or study specifically forbids the dissemination of the report to others. The Buyer shall provide written
 160. notice to Seller prior to the expiration of the Due Diligence Period of any items disapproved. REFER TO LINES 66-85 FOR IMPORTANT TERMS.
 161. Seller shall deliver all original documents and estoppel certificates executed by all tenants to Buyer at Close of Escrow.

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

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

DISCLOSURES FOR PROPERTY USED FOR RESIDENTIAL PURPOSES

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

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

178. **(BUYER'S INITIALS REQUIRED)** _____ BUYER BUYER

179. **Lead-Based Paint Disclosure (Initials Required):** If the Property was built prior to 1978, Seller shall: (1) notify the Buyer of any
 180. known lead-based paint or lead-based paint hazards in or on the Property; (2) provide the Buyer with any lead-based paint risk
 181. assessments or inspections of the Property in the Seller's possession; (3) provide the Buyer with the Disclosure of Information on
 182. Lead-based Paint and Lead-Based Paint Hazards, and any reports, records, pamphlets, and/or other materials referenced therein,
 183. including the pamphlet "Protect Your Family from Lead in Your Home" (collectively "Lead-Based Paint Information").
 184. Lead-Based Paint Information was provided prior to Contract acceptance and Buyer acknowledges the opportunity to conduct
 185. lead based paint risk assessments or inspections during Due Diligence Period.
 186. Seller shall provide the Lead-Based Paint Information to Buyer within five (5) days after Opening of Escrow. Buyer may within ten
 187. (10) days or 5 days after receipt of the Lead-Based Paint Information conduct or obtain a risk assessment or inspection
 188. of the Property for the presence of lead-based paint or lead based-paint hazards ("Assessment Period"). Buyer may within five (5)
 189. days after receipt of the Lead-Based Paint Information or five (5) days after expiration of the Assessment Period cancel this Contract
 190. in Buyer's sole discretion by delivering written notice of cancellation to Seller Pursuant to Lines 308-312.

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

192. **1978 or Later: If Property was constructed in 1978 or later, BUYER'S INITIALS REQUIRED** _____ BUYER BUYER

193. **IF THIS IS AN ALL CASH SALE, GO TO LINE 208.**

FINANCING

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

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

197. **Financing Commitment Contingency Period:** If the sale is contingent upon Buyer obtaining a satisfactory financing commitment, Buyer
 198. shall have thirty (30) days or _____ days after the Opening of Escrow ("Financing Commitment Contingency Period") to
 199. obtain a financing commitment satisfactory to Buyer in Buyer's sole discretion, for a loan to purchase the Property or Buyer may cancel
 200. this Contract pursuant to Lines 308-312 and receive a refund of the Earnest Money. **PRIOR TO THE EXPIRATION OF THE FINANCING**
 201. **COMMITMENT CONTINGENCY PERIOD, BUYER SHALL DELIVER TO SELLER AND ESCROW COMPANY WRITTEN NOTICE**
 202. **THAT BUYER HAS NOT RECEIVED SUCH SATISFACTORY FINANCING COMMITMENT OR BUYER SHALL BE DEEMED TO**
 203. **HAVE WAIVED THE FINANCING COMMITMENT CONTINGENCY AND ANY RIGHT TO CANCEL DUE TO FINANCING.**

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

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BUYER	BUYER



TITLE AND ESCROW

208. **Title and Vesting:** Taking title may have significant legal, estate planning and tax consequences. Buyer should obtain legal
209. and tax advice.
210. Buyer will take title as **determined before Close of Escrow** or Other: _____
211. **Title Commitment and Title Insurance:** Buyer shall be provided at Seller's expense a Standard Owner's Title Insurance Policy show-
212. ing the title vested in Buyer as provided in Line 210. Buyer may acquire extended coverage(s) at Buyer's own additional expense.
213. Escrow Company is hereby instructed to obtain and distribute to Buyer and Broker(s) a Commitment for Title Insurance in sufficient
214. detail for the issuance of an Extended Owner's Title Insurance Policy together with complete and legible copies of all documents that
215. will remain as exceptions to Buyer's policy of title insurance ("Title Commitment"), within fifteen (15) days after Opening of Escrow.
216. Buyer shall have until the expiration of the Due Diligence Period to provide written notice to Seller of any items disapproved. Buyer shall
217. have five (5) days after receipt of any amendments to Title Commitment or notice of any subsequent exceptions to provide Seller
218. written notice of any amendment or exceptions disapproved. REFER TO LINES 66-85 FOR IMPORTANT TERMS.
219. Seller shall convey title by special warranty deed or _____ deed.
220. **Additional Instructions:** (a) If the Escrow Company is also acting as the title agency but is not the title insurer issuing the title
221. insurance policy, the Buyer and Seller hereby instruct the Escrow Company to deliver to the Buyer and Seller upon Opening of
222. Escrow a closing protection letter from the title insurer indemnifying the Buyer and Seller for any losses due to fraudulent acts or
223. breach of escrow instructions by the Escrow Company. (b) All documents necessary to close this transaction shall be executed
224. promptly by Seller and Buyer in the standard form used by Escrow Company. Escrow Company is hereby instructed to modify such
225. documents to the extent necessary to be consistent with this Contract. (c) All closing and escrow costs, unless otherwise stated
226. herein, shall be allocated equally between Seller and Buyer in accordance with local custom and applicable laws and regulations. (d)
227. Escrow Company is hereby instructed to send to Broker(s) copies of all notices and communications directed to or from Seller or
228. Buyer. Escrow Company shall provide Broker(s) with access to escrowed materials and information regarding the escrow.
229. **Prorations, Expenses and Adjustments:**
230. **Taxes:** Real property taxes payable by the Seller shall be prorated through Close of Escrow, based upon the latest tax bill available.
231. The parties agree that any discrepancy between the latest tax bill available and the actual tax bill when received shall be handled as
232. a Post Closing Matter and Buyer or Seller may be responsible for additional tax payments to each other.
233. **Insurance:** If Buyer takes an assignment of the existing casualty and/or liability insurance that is maintained by Seller, the current
234. premium shall be prorated through Close of Escrow.
235. **Rents, Interest and Expenses:** Rents; interest on existing notes, if transferred; utilities; and operating expenses shall be prorated
236. through Close of Escrow. The Parties agree to adjust any rents received after Close of Escrow as a Post Closing Matter.
237. **Deposits:** All deposits held by Seller pursuant to rent/lease agreement(s) shall be credited against the cash required of Buyer at
238. Close of Escrow or paid to Buyer by Seller at Close of Escrow.
239. **Post Closing Matters:** The parties shall promptly adjust any item to be prorated that is not determined or determinable at Close of
240. Escrow as a Post Closing Matter by appropriate cash payment to the other party outside of the escrow when the amount due is
241. determined. Seller and Buyer agree that Escrow Company and Broker(s) are relieved of any responsibilities for said adjustments.
242. **Insurance:** Buyer shall insure that any fire, casualty, or other insurance desired by Buyer, or required by any Lender, is in place at
243. Close of Escrow. Buyer specifically releases Broker(s) from any obligations relating to such insurance.
244. **Assessments:** The amount of any assessment that is a lien as of the Close of Escrow, shall be:
245. paid in full by Seller prorated and assumed by Buyer paid in full by Buyer.
246. Any assessment that becomes a lien after Close of Escrow is the Buyer's responsibility.
247. **IRS and FIRPTA Reporting:** Seller agrees to comply with IRS reporting requirements. If applicable, Seller agrees to complete, sign,
248. and deliver to Escrow Company a certificate indicating whether Seller is a foreign person or a non-resident alien pursuant to the
249. Foreign Investment in Real Property Tax Act (FIRPTA). Buyer acknowledges that if the Seller is a foreign person, the Buyer (or
250. Escrow Company, as directed by Buyer) must withhold a tax of up to 15% of the purchase price, unless an exemption applies.
251. **RESPA:** The Real Estate Settlement Procedures Act (RESPA) requires that no Seller of property that will be purchased with the
252. assistance of a federally-related mortgage financing shall require, directly or indirectly, as a condition of selling the property, that title
253. insurance covering the property be purchased by the Buyer from any particular title company.
254. **TAX DEFERRED EXCHANGE:** Seller and Buyer are advised to consult a professional tax advisor regarding the advisability of a
255. tax-deferred exchange pursuant to I.R.C. §1031 or otherwise. Seller and Buyer agree to cooperate in a tax deferred exchange pro-
256. vided that Close of Escrow is not delayed. All additional costs in connection with any such tax deferred exchange shall be borne by
257. the party requesting the exchange. The non-requesting party and Broker(s) shall be indemnified and held harmless from any liability
258. that may arise from participation in the tax deferred exchange.

WARRANTIES

259. **Seller Warranties:** Seller warrants and shall maintain and/or repair the Property so that, at the earlier of possession of the Property
260. or Close of Escrow, all heating, cooling, mechanical, plumbing, and electrical systems (including swimming pool and/or spa, motors,
261. filter systems, cleaning systems, and heater, if any), and built-in appliances will be in working condition or as otherwise agreed in
262. this Contract. Seller also warrants that, at the earlier of possession of the Property or Close of Escrow, the Property shall be in
263. substantially the same condition as on the date of the mutual execution of the Contract.
264. **Buyer Warranties:** Buyer warrants that Buyer has disclosed to Seller any information that may materially and adversely affect the Buyer's
265. ability to close escrow or complete the obligations of this Contract. At the earlier of the removal of all contingencies, possession of the
266. Property or Close of Escrow, (a) Buyer warrants to Seller that Buyer has conducted all desired independent investigations and accepts the
267. Property and (b) Buyer acknowledges that there will be no Seller warranty of any kind, except as stated in Lines 259-263. >>

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

REMEDIES

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

276. *If Buyer is in breach: (check one)*

277. All Rights and Remedies: Seller may cancel this Contract pursuant to Lines 308-312 and/or proceed upon any claim or
278. remedy that the Seller may have in law or equity.

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

(INITIALS REQUIRED)

284. *If Seller is in breach:*

285. All Rights and Remedies: Buyer may cancel this Contract pursuant to Lines 308-312, shall be entitled to the return of the
286. Earnest Money and/or proceed upon any claim or remedy that the Buyer may have in law or equity.

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

295. **Exclusions from Mediation:** The following matters are excluded from mediation hereunder: (a) any action brought in the Small
296. Claims Division of an Arizona Justice Court (up to \$3,500), so long as the matter is not thereafter transferred or removed from the
297. Small Claims Division; (b) judicial or nonjudicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or
298. agreement for sale; (c) an unlawful entry or detainer action; (d) the filing or enforcement of a mechanic's lien; or (e) any matter that
299. is within the jurisdiction of a probate or bankruptcy court. The filing of a judicial action to enable the recording of a notice of pending
300. action, or order of attachment, receivership, injunction, or other provisional remedies shall not constitute a waiver of the obligation to
301. mediate under this provision, nor shall it constitute a breach of the duty to mediate.

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

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

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

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

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ADDITIONAL TERMS

- 324. _____
- 325. _____
- 326. _____
- 327. _____
- 328. _____
- 329. _____
- 330. _____
- 331. _____
- 332. _____
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- 334. _____
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- 337. _____
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- 340. _____
- 341. _____
- 342. _____
- 343. _____
- 344. _____
- 345. _____
- 346. _____
- 347. _____
- 348. _____

349. **Risk of Loss:** If there is any loss or damage to the Property between the date of mutual execution of this Contract and the Close of
 350. Escrow or possession of the Property, whichever is earlier, by reason of fire, vandalism, flood, earthquake or act of God, the risk of
 351. loss shall be borne by the Seller, provided, however, that if the cost of repairing such loss or damage would exceed ten percent
 352. (10%) of the purchase price, either Seller or Buyer may elect to cancel the Contract by written notice pursuant to lines 308-312.

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

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

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

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

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

>>

		<Initials
SELLER	SELLER	

Initials>

BUYER	BUYER



374. **Additional Compensation:** The Real Estate Settlement Procedures Act ("RESPA") prohibits the paying or receiving of any fee, 375. kickback, or thing of value for the referral of any business related to settlement or closing of a federally regulated mortgage 376. financing, including, but not limited to, any services related to the origination, processing, or funding of a federally regulated mort- 377. gage financing, and includes settlement related business. RESPA does not prohibit fees, salaries, compensation, or other payments 378. for services actually performed. If any Broker performs any such services for a fee, Seller and Buyer consent to the payment of this 379. additional compensation as follows: None

380. _____
381. _____

382. **Subsequent Offers:** Buyer acknowledges that Seller has the right to accept subsequent offers until Close of Escrow. Seller 383. understands that any subsequent offer accepted by the Seller must be a backup offer, namely, contingent on the cancellation of 384. this Contract.

385. **Entire Agreement:** This Contract, and any addenda and attachments, shall constitute the entire agreement between Seller and 386. Buyer, and shall supersede any other written or oral agreements between Seller and Buyer. This Contract, including any extensions 387. of any time periods referenced herein, can be modified only by a writing signed by Seller and Buyer. A fully executed facsimile copy 388. of the entire Contract shall be treated as an original Contract. This Contract and any other documents required by this Contract may 389. be executed and delivered by facsimile and in any number of counterparts, which shall become effective upon delivery as provided 390. for herein. All counterparts shall be deemed to constitute one instrument, and each counterpart shall be deemed an original. The 391. failure to initial any page of this Contract shall not affect the validity or terms of this Contract. All references to days in this Contract 392. shall be construed as calendar days.

393. **Assignment:** Except in the event of a tax-deferred exchange, Buyer shall not assign this Contract without the prior written consent 394. of Seller. Any such assignment shall not release Buyer from Buyer's obligations under this Contract.

395. **Release of Brokers: SELLER AND BUYER HEREBY ACKNOWLEDGE THAT THEY HAVE BEEN AND ARE NOW ADVISED 396. BY THE BROKER(S) TO CONSULT AND RETAIN THEIR OWN EXPERTS TO ADVISE AND REPRESENT THEM CONCERNING 397. THE LEGAL AND INCOME TAX EFFECTS OF THIS CONTRACT, AND THE CONDITION OF THE PROPERTY. SELLER AND 398. BUYER HEREBY EXPRESSLY RELEASE, HOLD HARMLESS AND INDEMNIFY ALL BROKER(S) IN THIS TRANSACTION 399. FROM ANY AND ALL LIABILITY AND RESPONSIBILITY REGARDING THE CONDITION, SQUARE FOOTAGE/ACREAGE, 400. LOT LINES OR BOUNDARIES, VALUE, FINANCING, RENT ROLLS, INCOME AND EXPENSE PROJECTIONS OR 401. PROFORMAS, ENVIRONMENTAL CONDITIONS, SANITATION SYSTEMS, ROOF CONDITION, WOOD INFESTATION AND 402. WOOD INFESTATION REPORT, COMPLIANCE WITH BUILDING CODES, ZONING OR OTHER GOVERNMENTAL 403. REGULATIONS, OR ANY OTHER MATERIAL MATTERS RELATING TO THE PROPERTY.**

404. (INITIALS REQUIRED)

405. **Time for Acceptance:** This is an offer to purchase the Property. Unless acceptance is signed by Seller and a signed copy delivered in 406. person, by private or United States mail, or facsimile, and received by Buyer or by Broker named on Lines 17-18 by: 407. September 20, 2016 at 7:00 AM PM, Mountain Standard Time, or unless this offer to purchase has been 408. previously withdrawn in writing by Buyer, this offer to purchase shall be deemed withdrawn and the Buyer's Earnest Money 409. shall be returned.

410. **THIS CONTRACT CONTAINS NINE (9) PAGES EXCLUSIVE OF ANY ADDENDA AND ATTACHMENTS. PLEASE ENSURE THAT 411. YOU HAVE RECEIVED AND READ ALL NINE (9) PAGES OF THIS OFFER AS WELL AS ANY ADDENDA AND ATTACHMENTS.**

412. **The undersigned agree to purchase the Property on the terms and conditions herein stated and acknowledge receipt of a 413. copy hereof.**

414. _____ ^ BUYER'S SIGNATURE MO/DA/YR ^ BUYER'S SIGNATURE MO/DA/YR

415. Town of Dewey-Humboldt BUYER NAME PRINTED BUYER'S NAME PRINTED

416. **By:** _____

417. **Its:** _____

418. _____ ADDRESS ADDRESS

419. _____ CITY, STATE, ZIP CODE CITY, STATE, ZIP CODE

420. **Broker:** eXp Realty (COMPANY NAME) C'Ann Simpson/Jerry Germansen (LICENSEE)

421. 11470 E Turquoise Circle Dewey, AZ 86327 (ADDRESS) (928) 632-3906 (TELEPHONE) (928) 255-4345 (FAX) 1.com (E-MAIL) jerryinprescott@gmail

>>

SELLER SELLER

<Initials

Initials>

BUYER BUYER



ACCEPTANCE

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

423. Listing Broker: C'Ann Simpson/Jerry Germansen eXp Realty (928)632-3906
(PRINT SALESPERSON'S NAME AND AGENCY CODE) (PRINT FIRM NAME AND OFFICE CODE) 5344 (TELEPHONE)

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

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

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

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

431. _____ ^ SELLER'S SIGNATURE MO/DA/YR ^ SELLER'S SIGNATURE MO/DA/YR

432. Gateway Baptist Church _____
SELLER'S NAME PRINTED SELLER'S NAME PRINTED

433. **By:** _____

434. **Its:** _____

435. P. O. Box 553 _____
ADDRESS ADDRESS

436. Humboldt, AZ 86329 _____
CITY, STATE, ZIP CODE CITY, STATE, ZIP CODE

437. **Broker:** eXp Realty C'Ann Simpson/Jerry Germansen
(COMPANY NAME) (LICENSEE)

11470 E Turquoise Circle jerryinprescott@gmail.
438. Dewey, AZ 86327-5718 (928)632-3906 (928)255-434545 com
(ADDRESS) (TELEPHONE) (FAX) (E-MAIL)

ACCEPTANCE BY ESCROW COMPANY

439. Date of Opening of Escrow: _____

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

441. Escrow Company: Pioneer Title Agency

442. **By:** _____

443. **Its:** _____

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

SELLER SELLER

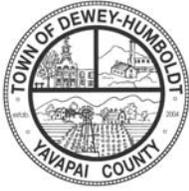
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Initials>

BUYER BUYER



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TOWN OF DEWEY-HUMBOLDT
P.O. BOX 69
HUMBOLDT, AZ 86329
Phone 928-632-7362 ▪ Fax 928-632-7365

TOWN COUNCIL REGULAR MEETING

September 20, 2016, 6:30 p.m. Town Council Meeting Chambers

**Agenda Item # 9.2. Greater Prescott Regional Economic Partnership (GPREP)
Intergovernmental Agreement (IGA).**

To: Mayor and Town Council Members

From: Yvonne Kimball, Town Manager

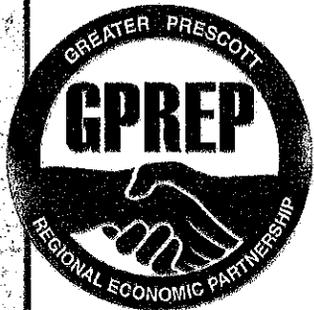
Date submitted: September 13, 2016

Recommendation: Accept the agreement and authorize Mayor to execute.

Summary: Enclosed is FY 16-17's GPREP agreement with the Town. The Town's membership has been approved by the council during the budget discussion. We have received the invoice and are waiting to pay once Council formally accepts the agreement.

Currently, CM Repan is the council appointed Town representative to GPREP.

Town attorney has reviewed the agreement. Staff recommends Council acceptance of the Intergovernmental Agreement.



P.O. Box 26838 | Prescott Valley, Arizona 86312
7351 East Civic Circle | Suite 143 | Prescott Valley, Arizona 86314
Tele: 928.772.4883 | Email: info@gprepaz.com
GPREPAZ.com

August 30, 2016

Yvonne Kimball, Manager
Town of Dewey-Humboldt
P.O. Box 69
Humboldt, Arizona 86329

Dear Ms. Kimball:

There have been some very positive economic gains throughout the Greater Prescott Region this past year. Several local employers are expanding their operations or are working at maximum production levels. The relocation of VinylVisions from Norco, California earlier this year to Prescott is an example of a great "team" win. With this economic growth, the Greater Prescott Regional Economic Partnership (GPREP) continues to implement a very aggressive marketing plan to raise awareness among site selectors as to what the region has to offer, identify companies that are considering expanding, and build regional capacity to better accommodate new employers locating to this region. Getting the word out about the Greater Prescott Region has resulted in a number of business inquiries that are being handled both regionally and/or by our local economic development partners.

To continue growing the capacity of GPREP and to advance its marketing initiatives, we have begun our investor campaign for our 2016-2017 fiscal year. According to our records, the Town of Dewey-Humboldt has been a proud supporter of the Greater Prescott Regional Economic Partnership. The town's investment history is as follows:

\$4,000 Investor Payment: Received December 8, 2014
\$4,000 Investor Payment: Received September 23, 2015

The financial contributions made by our investors enable us to have the resources necessary to compete with other regions for new businesses. As President of the Board for the Greater Prescott Regional Economic Partnership, I am asking for your continued support of this truly unique public and private partnership. With Dewey-Humboldt's generous financial commitment, we can continually implement our business development goals in order to keep the region's economy growing and diversifying.

Attached, please find our invoice for the membership for the 2016-2017 fiscal year and an updated Partnership Agreement. Please sign both agreements and return one original to me in the self-addressed envelope. If you have any questions, please do not hesitate to contact me at dane@becklegacygroup.com or 602-920-4084. Thank you for your time.

Respectfully,

Board President

Enclosed: Investor Invoice and 2016-2017 Partnership Agreement

AGREEMENT BETWEEN THE GREATER PRESCOTT REGIONAL ECONOMIC PARTNERSHIP AND THE TOWN OF DEWEY-HUMBOLDT

The Council of the Town of Dewey-Humboldt has approved participation in and support of the Regional economic development program of the GREATER PRESCOTT REGIONAL ECONOMIC PARTNERSHIP ("GPREP"), an Arizona non-profit corporation. The purpose of this agreement ("Agreement") is to set forth the Regional economic development program that GPREP agrees to undertake, the support that Dewey-Humboldt agrees to provide, the respective roles of GPREP and Dewey-Humboldt, and the payments of Dewey-Humboldt to GPREP for the fiscal year July 1, 2016 - June 30, 2017.

I. RESPONSIBILITIES OF GPREP

A. MISSION: GPREP works with the Quad Cities of Prescott, Prescott Valley, Chino Valley, and Dewey-Humboldt to create a Regional identity in order to make the Region more conducive for local companies seeking to expand and more competitive in the attraction of new quality businesses and capital investment to the Greater Prescott Region ("the Region").

B. GOALS: GPREP is guided by and strategically focused on two specific long-range goals:

1. Marketing the Region to generate qualified business/industry prospects within the targeted economic clusters.
2. Leveraging public and private partners and resources to locate qualified prospects, improve overall competitiveness, and sustain regional vitality.

C. RETENTION AND EXPANSION POLICY:

1. GPREP's primary role is developing the Region's marketing strategy for the attraction of high wage, base industry jobs within defined industry clusters in coordination with representatives of GPREP member communities; therefore, retention and expansion of existing businesses is primarily a local community responsibility.
2. GPREP will support its member communities' efforts to retain and expand existing businesses through coordinating Regional support and providing data for the retention and expansion projects.
3. GPREP will advise its member communities when an existing company contacts GPREP regarding a retention or expansion issue, subject to any legal or contractual non-disclosure obligations.

D. ACTION PLAN AND BUDGET: In accordance with the Mission, Goals and Retention and Expansion Policy set forth above and subject to the availability of adequate funding, GPREP shall implement the Action Plan and Budget adopted by GPREP's Board of Directors. A copy of the **updated 2013-2016 Action Plan** (to be hereunto referenced as the 2016-2019 Strategic Plan) will be available upon request. Dewey-Humboldt was informed of any changes in the originally adopted GPREP Action Plan, which will materially affect or alter the priorities established therein. GPREP

has solicited the input of Dewey-Humboldt on the update to the existing *2013-2016 Action Plan*.

- E. ECONOMIC DEVELOPMENT SERVICES:** GPREP's implementation of the *2016-2019 Strategic Plan* and economic development services under this Agreement shall be to market the Region and encourage new industries, businesses, services, investments, and resources to locate within the Region. This initiative involves the cooperation and coordination among each member community, local business and organizations. Accordingly, Dewey-Humboldt and GPREP covenant and agree to work together in a productive and harmonious manner to further GPREP's mission through the implementation of the goals outlined in the *2016-2019 Strategic Plan*. Dewey-Humboldt and GPREP further covenant and agree to comply with the Regional Cooperation Protocol as provided as **Attachment A**.

In the event of changing market conditions, funding availability, unforeseen expenses, or other circumstances beyond GPREP's reasonable control, the strategies outlined in the *2016-2019 Strategic Plan* may be revised with the input and approval from the designated members of GPREP's Economic Development Business Action Team ("BAT"). The BAT is comprised of economic development and management staff from the four municipalities, higher education, economic development organizations, the Yavapai-Prescott Indian Tribe, state agencies, and others involved in the economic development in the Region. GPREP will facilitate monthly meetings with the Business Action team to discuss and make decisions that relate to the implementation of the *2016-2019 Strategic Plan*.

- F. REPORTS:** GPREP shall provide to Dewey-Humboldt the following reports and information at scheduled Board and BAT Meetings:
1. A report on achievements outlined in the *2016-2019 Strategic Plan*.
 2. A list of individuals and/or entities inquiring about starting or expanding a business in the Region and any follow-up to those inquiries.
 3. An annual written report to Dewey-Humboldt at the end of each fiscal year.
 4. A minimum of one presentation to the Town Council during each fiscal year.

II. RESPONSIBILITIES OF DEWEY-HUMBOLDT

- A. STAFF SUPPORT:** Dewey-Humboldt shall provide staff support to GPREP's economic development efforts as follows:
1. Dewey-Humboldt shall provide an economic development representative to the BAT.
 2. Dewey-Humboldt shall cooperate in the continued improvement on how the Region responds to business inquiries in terms of format, content, and communication.
 3. Dewey-Humboldt shall respond to leads or prospects referred by GPREP in a professional manner and within the time frame specified by the lead or prospect, if Dewey-Humboldt desires to submit a package for consideration as outlined in the Project Tracking Policy (P-Track) provided as **Attachment B**.

When available and applicable, Dewey-Humboldt agrees to provide its response in the format developed jointly by the BAT and GPREP.

4. Dewey-Humboldt shall provide appropriate local hospitality, tours, and briefings for prospects visiting building and sites within the town limits of Dewey-Humboldt.
5. Dewey-Humboldt shall respond in a timely manner to any requests by GPREP for information about the town for marketing materials, business development activities, such as trade shows, and business inquiries.
6. In order to enable GPREP to be more sensitive Dewey-Humboldt's internal requirements and operating procedures, Dewey-Humboldt may at its sole option, deliver to GPREP copies of any Dewey-Humboldt approved economic development strategies, work plan, programs and evaluation criteria. GPREP shall not disclose the same to the other municipalities or participants in GPREP or their representatives.
7. Dewey-Humboldt shall utilize its best good faith efforts to appoint an economic development professional to represent Dewey-Humboldt at all marketing events and other functions in which Dewey-Humboldt has committed itself.
8. Dewey-Humboldt agrees to work with GPREP to improve Dewey-Humboldt's competitiveness and market readiness to support the growth and expansion of the targeted industries as identified for Dewey-Humboldt.

B. RECOGNITION OF GPREP: Dewey-Humboldt agrees to recognize GPREP as Dewey-Humboldt's officially designated Regional economic development organization for marketing the Region.

III. ADDITIONAL AGREEMENTS OF THE PARTIES

A. PARTICIPATION IN MARKETING EVENTS AND PROVISION OF TECHNICAL ASSISTANCE: Representative(s) of Dewey-Humboldt shall be entitled to participate in GPREP's marketing events provided that such participation shall not be at GPREP's expense. When requested and appropriate, GPREP will use its best efforts to provide technical assistance and support to Dewey-Humboldt's economic development staff for business prospects identified and qualified by Dewey-Humboldt and assist Dewey-Humboldt with presentations to the prospect in Dewey-Humboldt or the prospect's corporate location.

B. COMPENSATION:

1. Dewey-Humboldt agrees to pay **\$4,000.00** for services to be provided by GPREP pursuant to the Agreement during the fiscal year ending on June 30, 2017, as set forth in this Agreement. The payment by Dewey-Humboldt may, upon the mutual and discretionary approval of the board of directors of GPREP and Dewey-Humboldt's Council, be increased or decreased from time to time during the term hereof in accordance with the increases or decreases of general application in the per capita payments to GPREP by other local governments which support GPREP.

2. Funding of this Agreement shall be subject to the annual appropriations of funds for this activity by the Dewey-Humboldt Council pursuant to the required budget process of Dewey-Humboldt.
3. Nothing herein shall preclude Dewey-Humboldt from contracting separately with GPREP for services to be provided in addition to those to be provided hereunder, upon terms and conditions to be negotiated by Dewey-Humboldt and GPREP; and GPREP shall submit invoices for payment on a quarterly basis.
4. Agreement Term: Unless otherwise state in this Agreement shall be effective from July 1, 2016 through June 30, 2017.

IV. GENERAL PROVISIONS

- A. COVENANT AGAINST CONTINGENT FEES:** GPREP warrants that no person or selling agent has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee.
- B. PAYMENT DEDUCTION OFFSET PROVISION:** GPREP recognizes the provisions of Dewey-Humboldt Government's code may require that no payment be made to any contractor as long as there is any outstanding obligation due to Dewey-Humboldt, and directs that any such obligation may be offset against payment due to GPREP.
- C. ASSIGNMENT PROHIBITED:** No party to this agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and no effect.
- D. INDEPENDENT CONTRACTOR; NO AGENCY:** Nothing contained in this Agreement creates any partnership, joint venture or agency relationship between Dewey-Humboldt and GPREP. At all times during the term of this Agreement, GPREP shall be an independent contractor and shall not be an employee of Dewey-Humboldt. GPREP shall have no authority, express or implied, to act on behalf of Dewey-Humboldt in any capacity whatsoever as an agent of Dewey-Humboldt. GPREP shall have no authority, express or implied, pursuant to this Agreement to bind Dewey-Humboldt to any obligation whatsoever.
- E. COMPLIANCE WITH APPLICABLE FEDERAL AND STATE LAWS REQUIRED.** GPREP understands and acknowledges that it shall at all times comply with all applicable laws, statutes, rules, regulations, and ordinances in their performance under this Agreement.
- F. TERMINATION.** Dewey-Humboldt shall have the right to terminate this Agreement if GPREP shall fail to duly perform, observe or comply with any covenant, condition or agreement on its part under this Agreement and such failure continues for a period of thirty (30) days (or such shorter period as may be expressly provided herein) after the date on which written notice requiring the failure to be remedied shall have been given to GPREP by Dewey-Humboldt; provided, however, that if such performance, observation or compliance requires work to be done, action to be taken or conditions to be remedied which, by their nature, cannot reasonably be

accomplished within thirty (30) days, no event of default shall be deemed to have occurred or to exist if, and so long as, GPREP shall commence such action within that period and diligently and continuously prosecute the same to completion within ninety (90) days or such longer period as Dewey-Humboldt may approve in writing. Termination of this Agreement shall be Dewey-Humboldt's sole and exclusive remedy arising from a breach of this Agreement by GPREP.

G. DEWEY HUMBOLDT'S REVIEW OF GPREP RECORDS. GPREP must keep all Agreement records separate and make them available for audit by Dewey-Humboldt personnel upon request.

H. NOTICES. Any notice, consent or other communication required or permitted under this Agreement shall be in writing and shall be deemed received at the time it is personally delivered, on the day it is sent by facsimile transmission, on the second day after its deposit with any commercial air courier or express service or, if mailed, three (3) days after the notice is deposited in the United States mail addressed as follows:

If to Town: Yvonne Kimball, Manager
Town of Dewey-Humboldt
2735 South Highway 69, Suite 12
Humboldt, Arizona 86329
Phone: 928-632-7362
Fax: 928-632-7365

If to GPREP: Dane Beck, President
Greater Prescott Regional Economic Partnership
7351 East Civic Circle, Room 143
Prescott Valley, Arizona 86314
Phone: (928) 772-4883
FAX: (928) 775-6165

Any time period stated in a notice shall be computed from the time the notice is deemed received. Either party may change its mailing address or the person to receive notice by notifying the other party as provided in this paragraph.

I. NO WAIVER. Except as otherwise expressly provided in this Agreement, any failure or delay by any party in asserting any of its rights hereunder will not operate as a waiver of any such future rights.

J. SEVERABILITY. If any provision of this Agreement shall be found invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement will not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law, provided that the fundamental purposes of this Agreement are not defeated by such severability.

K. CAPTIONS. The captions contained in this Agreement are merely a reference and are not to be used to construe or limit the text.

L. ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS. This Agreement may be executed in up to three (3) duplicate originals, each of which is deemed to be an original. This Agreement and the below listed "Attachments" which are incorporated herein by this reference, constitutes the entire understanding and agreement of the parties.

Attachment A – Regional Cooperation Protocol
Attachment B – P-Track Policy

This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of Dewey-Humboldt or GPREP, and all amendments hereto must be in writing and signed by the appropriate authorities of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement this _____ day of _____, 2016.

Dewey-Humboldt, a municipal corporation

By: _____

ATTEST:

By: _____
Its: Judy Morgan, Town Clerk

APPROVED AS TO FORM:

By: _____
Its: Attorney

GREATER PRESCOTT REGIONAL
ECONOMIC PARTNERSHIP, an Arizona
nonprofit corporation

By: Dane Beck
Dane Beck, President

Attachment A: Protocol Agreement

Greater Prescott Regional Economic Partnership and Municipal Members of the Business Action Team (BAT)

The foundation of this document is built on trust and the spirit of Regional cooperation among the entities involved. GPREP and the municipal members of the BAT should work together as partners on projects involving the communities in which GPREP represents; regardless of the source of the lead.

1. GPREP Team Partners will demonstrate a commitment to the positive promotion of the Greater Prescott Region and its member communities in order to establish a globally competitive Region.
2. GPREP Team Partners will maintain the highest standards of economic development prospect handling, including confidentiality, without jeopardizing a prospect's trust in locating within the Region. Partners agree to respect the prospect's request for confidentiality but also agree to notify each other as to the existence, if it does not breach any confidentiality agreement, and shall make a good-faith effort to involve the appropriate state, Regional or local partners at the earliest stage possible during the business development discussions.
3. Unless otherwise restricted, agree to coordinate through GPREP for any prospect considering a project in any of the communities that GPREP represents, understanding that GPREP is in a unique position to represent and speak on Regional economic development issues and on characteristics of the Region's economy. Likewise, GPREP recognizes that the Arizona Commerce Authority is the exclusive organization leading the state's economic development efforts and that Arizona Commerce Authority is in a unique position to represent and speak on state incentives, programs and major policy matters. GPREP and Arizona Commerce Authority also acknowledge that communities are in the best position to speak about local incentives and efforts surrounding the local economy.
4. For projects that originate within a within a GPREP member community, GPREP will be available to provide any data and information to add value in the securing of the project. Additionally, GPREP will not P-Track the project unless the community lead makes such a request to do so.
5. GPREP will facilitate a BAT with representation from each of the municipalities, Yavapai-Prescott Indian Tribe, NACOG, Yavapai College, a Chamber of Commerce Representation, ACA, and Utilities.
6. GPREP Team Partners will provide accurate and timely information in response to specific requests by all prospects. When a client has narrowed sites to specific GPREP member communities, GPREP will make a good-faith effort to inform those affected BAT members first. BAT members agree to provide information solely on their own community when the information requested is site-specific (i.e,

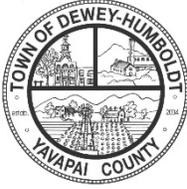
- cost of land, taxes, development fees, utility availability and cost, zoning process timing, permit timing and local incentives). When site-specific information related to other GPREP communities is requested, BAT members agree to (i) direct GPREP prospects back to GPREP or (ii) direct non-GPREP generated prospects to contact the affected communities directly, and as a courtesy.
7. Prospect source and the determination of any lead prospect will follow the policies of the GPREP P-Track agreement as developed and agreed upon the member communities:
 8. Agree that regardless of lead source, public locate announcements shall be coordinated among the company, GPREP member community, and GPREP to reflect inclusiveness and cooperation of all partners.
 9. Encourage collaborative efforts to expand or relocate businesses within the Region and prohibit preparatory use of local financial incentives for existing jobs to companies with current operation in another GPREP community.
 10. Inform GPREP member community prior to or as soon as possible when a company visits or physical site visit within their community will occur. BAT members will be the primary point of contact for the company when community information is needed.
 11. Formalize a process to convene GPREP, Arizona Commerce Authority staff, and BAT member communities semi-annually, and cooperate in the exchange of information and ideas reflecting practices, procedures and policies relating to prospect handling and Regional economic development.
 12. Work collectively to maintain a high level of trust and integrity by and between GPREP, Arizona Commerce Authority and the BAT of GPREP member communities.
 13. If there is evidence that the protocol has not been followed or a professional conflict arises, the matter will be referred to the BAT. If the matter cannot be resolved by the BAT, the GPREP President will review the matter and may, at his or her discretion, consult or involve the GPREP Board. Disciplinary action may be taken as determined by the Board of Directors.
 14. Partners agree to abide by this protocol agreement and uphold the highest standards of Regional economic development cooperation. Partners agree to uphold the highest standards of Regional and statewide economic development cooperation.

Attachment B: Project Tracking (P-Track) Policy

The P-Track is GPREP's standard process of distributing, collecting, and sharing a prospect's request for available real estate with GPREP member communities. The process, as outlined below, is designed to provide value to the Business Action Team (BAT) partners by maintaining an equal opportunity for response by all our member communities in order to give the best information to our prospects within a timely manner. For every prospect/client that requests such assistance, GPREP will, within 24 hours, email a P-Track request to all communities for available real estate and other data needed that matches each client's specifications. It is also agreed that the following scenarios below GPREP will not send or share a P-Track:

- Prospect is already represented by a real estate professional who will be handling the real estate search.
 - Community is the lead, and prospect was brought to GPREP by a local BAT partner.
 - Prospect has asked GPREP not to pursue a real estate search.
- A. The P-Track will be sent to all BAT members unless Prospect has a chosen or narrowed geographic area under consideration. Possible criteria for delivery to less than the full BAT membership include but are not limited to:
1. Proximity to a client;
 2. Vendor;
 3. Airport;
 4. Transportation corridor for export or import;
 5. University/Community College;
 6. Cluster of like businesses; and
 7. Labor Force.
- B. Once the P-Track is sent to the applicable BAT partners, the BAT partners will respond within the timeframe set by the client.
- C. P-Track emails will be retained for three-years after initial send date or 12 months after the project has officially closed. Additionally, GPREP will have electronic or written verification from the prospect if the geographic area for the P-Track is less than full BAT membership.
- D. GPREP will include all properties, submitted by BAT partners, which meet the minimum specifications as outlined by the Prospect. If properties are submitted that do not meet specifications, GPREP will notify the community that the sites were eliminated.
- E. Upon receipt of community submittals from BAT partners, GPREP will compile the available real estate package and send it to the Prospect within one business day.
- F. GPREP will send a new P-Track out for any clients whose real estate requirements have changed in a way that will allow additional community submittals for consideration.
- G. Community disputes on any adherence to this policy will be addressed as outlined in the GPREP Protocol Agreement.

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TOWN OF DEWEY-HUMBOLDT
P.O. BOX 69
HUMBOLDT, AZ 86329
Phone 928-632-7362 ▪ Fax 928-632-7365

MEMO

Date: September 12, 2016

To: Town Council

From: Steven Brown

Re: September 20, 2016 Regular Council meeting

Item 10.1 Public Hearing: Hearing on Annexation proposal for 200-foot remainder parcels of property adjacent to the North Boundary of the Town of Dewey-Humboldt, west of SR 69.

Recommendation: Council hears any public comments

In June, Council directed staff to move forward with proposed annexation of 33 parcels of land (see attached Map and Legal Description) which would be intended to align the northern boundary of the Town of Dewey-Humboldt along the north line of Sections 4, 5 and 6, Township 13 North, Range 1 East. Presently, the properties within the northern Town Limits area are split between the Town's incorporated area and the unincorporated area of Yavapai County. At the time of the Town's incorporation, a narrow area was left in the County to avoid creating a "County island". The area proposed for annexation (200 foot strip) is approximately three miles wide, continuously adjacent to the existing Town Limits, and two hundred feet in depth, northerly from the existing Town Limits. There are 33 privately owned parcels, all in Sections 4 and 5.

Staff has previously reviewed with the Council, the citizen requests for this annexation, and a number of those citizens have shared their concerns with the Council personally. We have not received any negative responses to the annexation proposal.

In order to annex territory, the Town is required to gain signatures from a minimum of 51% of the property owners in the territory to be annexed, as well as signatures representing a minimum of 51% of the assessed valuation in the territory to be annexed.

As a first step staff recorded a blank petition (see attached) with the Yavapai County Recorder on August 30, 2016. Copies were provided to the County Assessor and the Clerk of the Board of Supervisors. This has started a 30-day waiting period before signatures can be collected. During the last 10 days of the 30-day waiting period, Council must hold a public hearing on the proposed annexation upon meeting all posting

requirements. **No action is needed from the Council. The purpose is for the Council to hear from the public if there are any comments.**

Following today's hearing, staff will begin the process of collection of signatures. Although we will have until September 30, 2017, to collect signatures on petitions, we are anticipating gaining the numbers necessary during the months of October and November.

Following the collection of the necessary signatures on petitions, Council will be asked to adopt an Annexation Ordinance potentially in November.

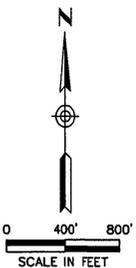
After the expiration of 30 days following the adoption by Council of the Annexation Ordinance, the annexation becomes final and effective.

Within 60 days of the annexation effective date, the Town Clerk provides a copy of the Annexation Ordinance to the Clerk of the Board of Supervisors.

Within six months of the effective date of the annexation, Town zoning is applied.

EXHIBIT "A"
ANNEXATION PLAT
TOWN OF DEWEY - HUMBOLDT

PORTIONS OF SECTION 4 AND SECTION 5
 TOWNSHIP 13 NORTH, RANGE 1 EAST OF
 THE GILA AND SALT RIVER MERIDIAN, YAVAPAI COUNTY, ARIZONA



31

32

33

34

TOWN OF
 PRESCOTT VALLEY
 ANNEXATION 94-D
 BK. 31 M&P, PG. 42

TOWN OF PRESCOTT VALLEY
 ANNEXATION 02-E
 BK. 47 M&P, PG. 29

TOWN OF PRESCOTT VALLEY
 ANNEXATION 02-G
 BK. 47 M&P, PG. 85

TOWN OF PRESCOTT VALLEY
 ANNEXATION 07-006
 BK. 61 M&P, PG. 100

T. 14 N.
 T. 13 N.

T. 14 N.
 T. 13 N.

TOWN OF
 DEWEY-HUMBOLDT
 INCORPORATION
 BK. 4218 O.R.,
 PG. 346

TOWN OF DEWEY-HUMBOLDT
 INCORPORATION
 BK. 4218 O.R., PG. 346

TOWN OF DEWEY-HUMBOLDT
 INCORPORATION
 BK. 4218 O.R., PG. 346

TOWN OF DEWEY-HUMBOLDT
 INCORPORATION
 BK. 4218 O.R., PG. 346

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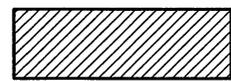
I certify, that I, Thomas G. Callahan, am a Registered Land Surveyor in the State of Arizona, that this Plat was prepared under my direction from recorded documents and does not represent a Record of Survey, and when coupled with the description recorded with this Ordinance, contains adequate information to allow retracement thereof.

CERTIFICATION

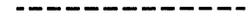
We hereby certify that this is an accurate Plat of the territory annexed to the Town of Dewey-Humboldt, Arizona, a municipal corporation, by Ordinance No. _____

Mayor: Len Marinaccio Date: _____

Clerk: _____ Date: _____



AREA OF ANNEXATION
 APPROXIMATELY 50 ACRES



INCORPORATION
 BOUNDARY

FILED AT THE REQUEST OF _____
 A.D. 2009
 AT _____ O'CLOCK _____ M.
 BOOK _____
 PAGE _____
 County Recorder
 Deputy Recorder



EXPIRES 06/30/2011

DAYA
 PLANNING
 ENGINEERING
 SURVEYING
& ASSOCIATES, INC.
 CLIENT: DEWEY-HUMBOLDT DATE: 26 OCT. 2009
 JOB: 6410PHM DRAWN BY: B.K.
 STRIP ANNEXATION PLAT SHEET 1 OF 1

EXHIBIT "B"
PROPOSED ANNEXATION OF PRIVATE LANDS

Portions of Section 4 and Section 5, Township 13 North, Range 1 East of the Gila and Salt River Meridian, Yavapai County, Arizona, described as follows:

The northerly 200.00 feet of Section 4 and Section 5.

This description yields approximately 50 acres.

I certify that, I, Thomas G. Callahan, am a Registered Land Surveyor in the State of Arizona, that this description was prepared under my direction and contains adequate information to allow retracement thereof.

DAVA AND ASSOCIATES
310 East Union Street, Prescott, Arizona 86303
(928) 778-7587





Town of Dewey-Humboldt

P.O. Box 69 / 2735 South Highway 69, Suite 10, Humboldt Station, Humboldt, AZ 86329

PUBLIC HEARING NOTICE

TOWN COUNCIL

The following hearing application shall appear in addition to previously set matters by the

TOWN OF DEWEY-HUMBOLDT TOWN COUNCIL ON OCTOBER 4, 2016, 6:30PM

The Hearing will be conducted at Town Hall, 2735 South Highway 69, Suite 10, Humboldt, AZ 86329

Public Hearing Item:

ITEM #: ANX-16-01 ANNEXATION OF REMAINDER PARCELS OF PROPERTIES ADJACENT TO THE NORTH BOUNDARY OF THE TOWN OF DEWEY- HUMBOLDT, WEST OF SR 69

Request: To align the northern boundary of the Town of Dewey-Humboldt along the north line of Sections 4 and 5, Township 13 North, Range 1 East, of the Gila & Salt River Meridian, Yavapai County, Arizona, described as the northerly 200.00 feet of Sections 4 and 5, comprising approximately 50 acres, as shown in the attached Exhibit A.

Applicant: Town of Dewey-Humboldt

NOTICE TO THE PUBLIC: Property owners may submit letters in support or opposition of a Public Hearing Item by directing written correspondence to the Town of Dewey-Humboldt, PO Box 69, Humboldt, Arizona 86329. For more information, contact Dewey-Humboldt Town Clerk, Judy Morgan, at (928) 632-8562/ Fax 928-632-7365

EXHIBIT "A"
ANNEXATION PLAT
TOWN OF DEWEY - HUMBOLDT

PORTIONS OF SECTION 4 AND SECTION 5
 TOWNSHIP 13 NORTH, RANGE 1 EAST OF
 THE GILA AND SALT RIVER MERIDIAN, YAVAPAI COUNTY, ARIZONA

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TOWN OF
 PRESCOTT VALLEY
 ANNEXATION 94-D
 BK. 31 M&P, PG. 42

TOWN OF PRESCOTT VALLEY
 ANNEXATION 02-E
 BK. 47 M&P, PG. 29

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TOWN OF PRESCOTT VALLEY
 ANNEXATION 07-006
 BK. 61 M&P, PG. 100

T. 14 N.
 T. 13 N.

T. 14 N.
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TOWN OF
 DEWEY-HUMBOLDT
 INCORPORATION
 BK. 4218 O.R.,
 PG. 346

TOWN OF DEWEY-HUMBOLDT
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TOWN OF DEWEY-HUMBOLDT
 INCORPORATION
 BK. 4218 O.R., PG. 346

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I certify that I, Thomas G. Callahan, am a Registered Land Surveyor in the State of Arizona, that this Plat was prepared under my direction from recorded documents and does not represent a Record of Survey, and when coupled with the description recorded with this Ordinance, contains adequate information to allow retracement thereof.

CERTIFICATION

We hereby certify that this is an accurate Plat of the territory annexed to the Town of Dewey-Humboldt, Arizona, a municipal corporation, by Ordinance No. _____.

Mayor: Terry Nolan Date: _____

Clerk: Judy Morgan Date: _____



AREA OF ANNEXATION
 APPROXIMATELY 50 ACRES



INCORPORATION
 BOUNDARY

FILED AT THE REQUEST OF _____
 A.D. 2009
 AT _____ O'CLOCK _____ M
 BOOK _____
 PAGE _____
 Records of Yavapai County, Arizona
 County Recorder
 Deputy Recorder



Thomas G. Callahan
 EXPIRES 06/30/2017

DAYA & ASSOCIATES, INC.
 PLANNING
 ENGINEERING
 SURVEYING
 CLIENT: DEWEY-HUMBOLDT DATE: 5 JULY 2016
 JOB: 64100101 DRAWN BY: G.H.
 STRIP ANNEXATION PLAT SHEET 1 OF 1

When Recorded Return To:
Planning Department
Town of Dewey-Humboldt Town Hall
P.O. Box 69
Dewey-Humboldt, Arizona 86329

ANNEXATION PETITION

NORTHERN STRIP ANNEXATION

TO THE HONORABLE MAYOR AND COUNCIL OF THE TOWN OF DEWEY-HUMBOLDT, ARIZONA:

We, the undersigned, owners of real and personal property in the territory proposed to be annexed, request the Town of Dewey-Humboldt to annex the property located in the territory, as shown on the map and described in the legal description, attached hereto and incorporated herein as Exhibits A and B, respectively.

Name (Print)	Signature	Date	Tax Parcel No.
1. _____			
2. _____			
3. _____			
4. _____			
5. _____			
6. _____			
7. _____			
8. _____			
9. _____			
10. _____			