

TOWN OF PINETOP-LAKESIDE

RESOLUTION NO. 17-1406

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF PINETOP-LAKESIDE AUTHORIZING AN AGREEMENT FOR THE SALE OF TOWN REAL PROPERTY (APPROXIMATELY 19.17 ACRES) KNOWN AS APN-212-37-096B TO DR. TRAVIS AND BRITNI HAMBLIN.

WHEREAS, the Town owns approximately 19.17 acres of real property described in Exhibit A (the “**Property**”), whose value is less than \$1,500,000 and as a result may be sold without requiring an election to submit the proposed sale to the electorate; and

WHEREAS, the Town conducted the A.R.S. § 9-402 required public bid solicitation process in order to sell the Property and has determined to sell the Property pursuant to such process.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Town Council of Pinetop-Lakeside, Arizona, hereby:

1. Approve the Purchase and Sale Agreement by and between the Town of Pinetop-Lakeside and Dr. Travis and Britni Hamblin, attached hereto as Exhibit B; and
2. Authorize the Mayor and officials of the Town to take such actions and sign such documents as may be necessary to effectuate the sale of the Property as described herein.

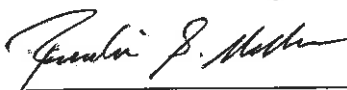
PASSED AND ADOPTED by the Mayor and Town Council of the Town of Pinetop-Lakeside, Arizona this 4th day of May, 2017.

TOWN OF PINETOP-LAKESIDE



Stephanie Irwin
Mayor

ATTEST:


Remilie S. Miller, MMC
Town Clerk



APPROVED AS TO FORM:



William J. Sims, III
Town Attorney

EXHIBIT "A"

LEGAL DESCRIPTION

An approximately 19.17 acres, Section 35, T9N, R22E:S2 Se4 Ne4 Aka: Beg E4 Cor; Th S89*33'00 W 1328.26'; Th N00*52'30 W 661.12'; Th N89*35'42 E 1333.23'; Th S00*26'41 E 660.05' Tpub.Less 1.01 Ac To Public Per 09-14222 For "2010" Roll. The property is also known as APN #212-37-096B.

EXHIBIT "B"



TOWN OF PINETOP-LAKESIDE
AGREEMENT FOR SALE OF TOWN REAL PROPERTY

KNOW ALL MEN BY THESE PRESENTS:

THIS AGREEMENT, dated this 4th day of May, 2017, by and between Dr. Travis and Britni Hamblin, (hereinafter referred to as the “Buyer”), residing at the Town of Pinetop-Lakeside, an Arizona municipality (hereinafter referred to as “Seller”).

IN CONSIDERATION OF THE COVENANT HEREIN CONTAINED, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party to the other, it is hereby agreed as follows:

- 1) Seller agrees to sell and convey by deed to the Buyer, and Buyer agrees to purchase from Seller, the real property described in attached **Exhibit “A”**.
- 2) The total purchase price for the acquisition is Four Hundred Thousand Dollars and 00/100 dollars (\$400,000.00), payable upon the close of escrow.
- 3) In order to effectuate the terms of this Agreement, Buyer and Seller shall promptly execute and deliver any and all documents required by the Pioneer Title Agency in Pinetop, AZ.
- 4) The closing of escrow shall be at the Pioneer Title Agency in Pinetop, AZ, not more than 60 days after approval of this agreement by the Town of Pinetop-Lakeside Town Council (the “Closing Date”). On the Closing Date, Buyer shall make payment as provided in Section 2 of this Agreement to the Seller. The Seller will pay the costs of a standard title policy. No broker fee will be paid by the Seller. The Buyer shall pay all recording and transfer taxes and fees, including the cost of recording the deeds and any and all closing costs not hereinbefore specified.
- 5) The parties understand that the foregoing sets forth the entire agreement between the parties and that no agent or representative of either party has any authority to change or modify this agreement in any manner, or to make any agreement or representation on behalf of the party not set forth herein.

- 6) Pursuant to A.R.S. 38-511, the Seller may cancel this contract, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the Seller is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract. In the forgoing event, the Seller further elects to recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating this contract on behalf of the Seller from any other party to the contract, arising as a result of this contract.
- 7) This Agreement is subject to the approval by the Town of Pinetop-Lakeside Town Council by an Ordinance authorizing the purchase of the real property contemplated herein.
- 8) All notices to Seller shall be sent to: Town of Pinetop-Lakeside, c/o Town Clerk, 958 S. Woodland Road, Lakeside, AZ 85929.
- 9) All notices to the Buyer shall be sent to: Dr. Travis and Britni Hamblin,
P.O. Box 112, Lakeside, AZ 85929.

DATED THIS 4th DAY OF May, 2017.
(the remainder of the page left blank)

Buyer _____

Seller af

BUYER:

By: _____

Printed Name: _____

Title: _____

By: _____

Printed Name: _____

Title: _____

SELLER:

Town of Pinetop-Lakeside, an Arizona municipality

By: Keith Johnson
Keith Johnson
Town Manager

ATTEST:

Remilie S. Miller
Remilie S. Miller, MMC
Town Clerk



APPROVED AS TO FORM:

William J. Sims, III
William J. Sims, III
Town Attorney

Buyer _____

Seller WJ

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