

ORDINANCE No. 20-149

AN ORDINANCE OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF DEWEY-HUMBOLDT, COUNTY OF YAVAPAI, ARIZONA, AUTHORIZING THE EXCHANGE OF REAL PROPERTY OWNED BY THE TOWN OF DEWEY-HUMBOLDT FOR REAL PROPERTY OF SUBSTANTIALLY EQUAL VALUE IN THE TOWN; AUTHORIZING THE MAYOR, TOWN MANAGER AND TOWN ATTORNEY TO TAKE ALL STEPS NECESSARY TO EXCHANGE SAID REAL PROPERTY SUBJECT TO CERTAIN CONDITIONS; AND APPROVING THE INTERGOVERNMENTAL AGREEMENT FOR EXCHANGE OF REAL PROPERTY SETTING FORTH THE TERMS AND CONDITIONS FOR THE EXCHANGE AND AUTHORIZING THE ACCEPTANCE OF A PUBLIC UTILITY EASEMENT AND GRANTING OF A LICENSE.

Whereas, pursuant to A.R.S. § 9-407, the Town of Dewey-Humboldt (the “Town”) may authorize an exchange of real property for any other real property of substantially equal value within the Town; and

Whereas, the Town of Dewey-Humboldt Town Council desires to exchange certain real property with the Humboldt Unified School District (the “School”), subject to certain conditions; and

Whereas, respective staffs of the Town and the District have outlined the terms and conditions under which their governing boards may agree to the exchange of their respective properties in an Intergovernmental Agreement for Exchange of Real Property between the Town and the School (“Intergovernmental Agreement”), attached hereto as **Exhibit 3** and incorporated herein by this reference; and

Now, Therefore, be it ordained by the Mayor and Common Council of the Town of Dewey-Humboldt, Arizona, as follows:

Section 1: Finding of Substantially Equal Value

The Town Council hereby finds that the value of the real property parcels owned by the Town which are legally described as set forth in **Exhibit 1** (“Town Parcels”) are substantially equal in value to the real property legally described as set forth in **Exhibit 2** (“School Parcel”).

Section 2: Intergovernmental Agreement for Exchange of Real Property

The Town Council hereby approves the Intergovernmental Agreement and authorizes the execution of it by the Mayor.

Section 3: Acceptance of the Public Utility Easement on the Huron Street Parcel

The Mayor, Town Manager and Town Attorney are hereby authorized and directed to take all necessary actions to accept a Public Utility Easement, as set forth in the

Intergovernmental Agreement at its Exhibit 3, on the real property located on the Huron Street Parcel contained in the legal descriptions of the Town Parcels.

Section 4. Authorization for Grant of License

The Mayor, Town Manager, and Town Attorney are hereby authorized and directed to take all necessary actions to grant a license for the installation and maintenance of a marquee sign by the District on real property identified in Exhibit 4 of the Intergovernmental Agreement and in accordance with the provisions set forth in the form of License attached as Exhibit 5 of the Intergovernmental Agreement.

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Dewey-Humboldt, Arizona, this 7th day of January, 2020, by the following vote:

AYES: Seven

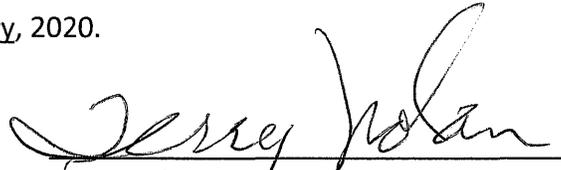
NAYES: Zero

ABSENT: Zero

EXCUSED: Zero

ABSTAINED: Zero

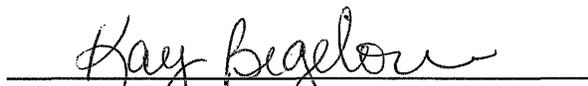
APPROVED this 7th day of January, 2020.


Terry Nolan, Mayor

ATTEST:


Timothy A. Mattix, Town Clerk

APPROVED AS TO FORM:


Bigelow Law Offices, PLLC, Town Attorney
By Kay Bigelow

I, TIM MATTIX, TOWN CLERK, DO HEREBY CERTIFY THAT A TRUE AND CORRECT COPY OF THE ORDINANCE NO. 20-149 ADOPTED BY THE COMMON COUNCIL OF THE TOWN OF DEWEY-HUMBOLDT, ARIZONA ON THE 7th DAY OF January, 2020, WAS POSTED IN THREE PLACES ON THE 9th DAY OF January, 2020.


Timothy A. Mattix, Town Clerk

EXHIBIT 1 TO ORDINANCE

TOWN PARCEL

LAND DESCRIPTION
(Huron Street Parcel)

All that portion of 'Huron Street' and the 'Prescott and Eastern R.R' as recorded in Book 2 of Maps & Plats, Page 9, 'A Revised Map of Humboldt', Yavapai County Records, located in the southeast quarter of Section 15, Township 13 North, Range 1 East, Gila and Salt River Meridian, Yavapai County, Arizona, described as follows:

COMMENCING at the East ¼ of said Section 15, a GLO brass cap monument;

THENCE S00°04'50"W (Basis of Bearings) along the easterly line of said Section 15, 532.19 feet;

THENCE N89°55'10"W , 25.00 feet to the northeast corner of the Humboldt Elementary School Parcel as recorded in Book 178 of Land Surveys, Page 94;

THENCE N38°26'01"W , 52.11 feet along the northeasterly line of said parcel;

THENCE N54°49'46"W , 295.99 feet along said line;

THENCE S61°40'47"W , 67.06 feet along the northwesterly line of said parcel to a spike and washer stamped RLS 35138;

THENCE N73°08'01"W , 52.90 feet to the TRUE POINT OF BEGINNING;

THENCE S46°17'21"W, 51.78 feet;

THENCE S38°46'54"W, 147.73 feet;

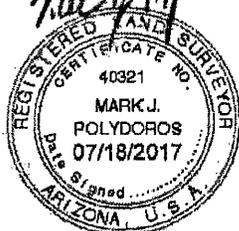
THENCE N55°18'56"W, 43.21 feet;

THENCE N34°41'04"E, 138.41 feet;

THENCE N48°47'44"E, 61.53 feet;

THENCE S55°18'56"E, 49.18 feet to the TRUE POINT OF BEGINNING.

Containing 9,690 sq.ft or 0.222 acres.



Expires 3/31/2019

LAND DESCRIPTION
(20' Alley Parcel)

All that portion of a 20' Alley lying immediately adjacent to and northwesterly of Block 20 as recorded in Book 2 of Maps & Plats, Page 9, 'A Revised Map of Humboldt', Yavapai County Records, located in the southeast quarter of Section 15, Township 13 North, Range 1 East, Gila and Salt River Meridian, Yavapai County, Arizona, described as follows:

COMMENCING at the East ¼ of said Section 15, a GLO brass cap monument;

THENCE S00°04'50"W (Basis of Bearings) along the easterly line of said Section 15, 532.19 feet;

THENCE N89°55'10"W , 25.00 feet to the northeast corner of the Humboldt Elementary School Parcel as recorded in Book 178 of Land Surveys, Page 94;

THENCE S00°04'50"W , 739.12 feet along the easterly line of said parcel to a 5/8" rebar capped RLS 35138;

THENCE N40°59'58"W , 220.91 feet along the southwesterly line of said parcel;

THENCE continuing N40°59'58"W , 207.46 feet along said line to the TRUE POINT OF BEGINNING;

THENCE S48°56'47"W , 49.94 feet to the most northerly corner of said block 20;

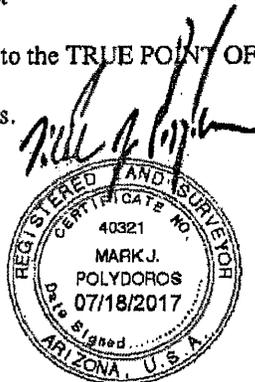
THENCE continuing S48°56'47"W , 293.12 feet along the northwesterly line of said block 20 to a point on the easterly right of way of the abandon Prescott & Eastern R.R. Said point being on a curve concave to the northeast, having a radius of 524.63 feet, to which the radius point bears N59°54'29"E;

THENCE northwesterly along the arc of said curve 20.45 feet, through a central angle of 02°14'02;

THENCE N48°56'47"E , 283.93 feet

THENCE N60°12'16"E , 55.94 feet to the TRUE POINT OF BEGINNING.

Containing 6,520 sq.ft or 0.150 acres.



Expires 3/31/2019

EXHIBIT 2 TO ORDINANCE

SCHOOL PARCEL

LAND DESCRIPTION
(Humboldt Elementary School Parcel)

All that portion of the Humboldt Elementary School Parcel as recorded in Book 178 of Land Surveys, Page 94, also being a portion of 'A Revised Map of Humboldt', as recorded in Book 2 of Maps & Plats, Page 9, Yavapai County Records, located in the southeast quarter of Section 15, Township 13 North, Range 1 East, Gila and Salt River Meridian, Yavapai County, Arizona, described as follows:

COMMENCING at the East $\frac{1}{4}$ of said Section 15, a GLO brass cap monument;

THENCE S00°04'50"W (Basis of Bearings) along the easterly line of said Section 15, 532.19 feet;

THENCE N89°55'10"W , 25.00 feet to the northeast corner of the Humboldt Elementary School Parcel as recorded in Book 178 of Land Surveys, Page 94;

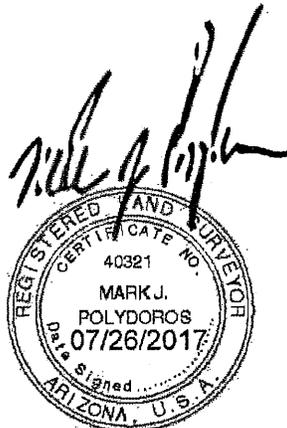
THENCE S00°04'50"W , 515.47 feet along the easterly line of said parcel to the TRUE POINT OF BEGINNING;

THENCE continuing S00°04'50"W, 223.65 feet along said line to a 5/8" rebar capped RLS 35138;

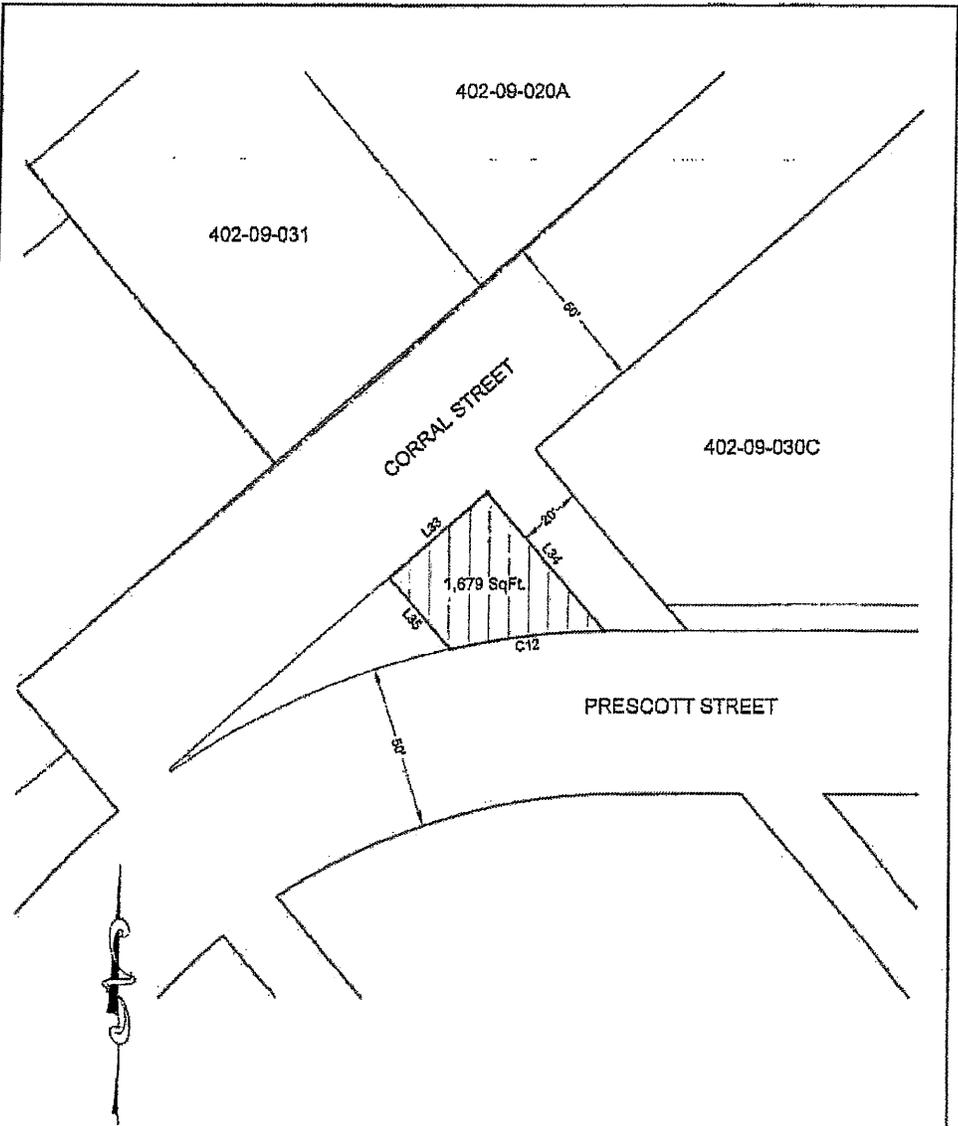
THENCE N40°59'58"W , 220.91 feet along the southwesterly line of said parcel;

THENCE N68°27'21"E , 155.90 feet to the TRUE POINT OF BEGINNING.

Containing 16,210 sq.ft or 0.372 acres.



Expires 3/31/2019



SCALE: 1"=30'

Mark J. Polydoros
 MERIDIAN LAND SURVEYORS
 40321
 MARK J.
 POLYDOROS
 02/07/2017
 Arizona, U.S.A.
 EXPIRES 3/31/2019

Line Table		
Line #	Length	Direction
L33	40.08	N49° 12' 21"E
L34	66.65	S41° 20' 58"E
L35	29.18	S41° 25' 22"E

• SET NAIL & PINK WHISKER

Curve Table			
Curve #	Length	Radius	Delta
C12	48.78	245.00	011°24'29"

Town of Dewey/Humboldt Various Right-of-way/Parcel Areas, Humboldt, Arizona Corral Street Right-of-Way Meridian Land Surveyors LLC P.O. Box 546, Dewey AZ 86327 Ph. 828-772-8380 mark@meridianlandsurveyors.com	SCALE: 1"=30' SHEET: 5 OF 6 DRAWN BY: MP DATE: 02/06/17 PROJECT: 1824
--	---

EXHIBIT 3 TO ORDINANCE

INTERGOVERNMENTAL AGREEMENT FOR EXCHANGE OF REAL PROPERTY

EXHIBIT 3 TO ORDINANCE

INTERGOVERNMENTAL AGREEMENT FOR EXCHANGE OF REAL PROPERTY
BETWEEN
THE TOWN OF DEWEY-HUMBOLDT AND THE HUMBOLDT UNIFIED SCHOOL
DISTRICT

This Intergovernmental Agreement for Exchange of Real Property (“Agreement”) is entered into this ___ day of _____, 2020, between the Town of Dewey-Humboldt, Arizona, a municipal corporation, (“Dewey-Humboldt”), and the Humboldt Unified School District, a political subdivision of the State of Arizona (hereinafter referred to as “School”).

RECITALS:

1. Dewey-Humboldt is empowered to enter into this Agreement pursuant to A.R.S. § 9-407 and has authorized the undersigned to execute this Agreement on behalf of Dewey-Humboldt.
2. School is empowered to enter into this Agreement pursuant to A.R.S. § 15-342.9 and has authorized the undersigned to execute this Agreement on behalf of School.
3. The exchange is in the best interest of the citizens of Dewey-Humboldt and the School.
4. A.R.S. § 11-951 *et seq.* provides that public agencies, including school districts and towns, may enter into intergovernmental agreements for provision of services or for joint or cooperative action.

AGREEMENT:

In consideration of the mutual agreements expressed herein and the respective rights, privileges and obligations of the parties hereinafter set forth, it is agreed as follows:

1. Dewey-Humboldt owns two parcels of land known respectively as a portion of Huron Street and a twenty (20) foot alley which are legally described in Exhibit 1 attached hereto (“Dewey-Humboldt Parcels”), and School owns the parcel of land legally described in Exhibit 2 attached hereto (“School Parcel”). Subject to the requirements of A.R.S. § 9-407 and this Agreement, Dewey-Humboldt shall convey the Dewey-Humboldt Parcels to School and School shall convey the School Parcel to Dewey-Humboldt.

2. Title reports for the Dewey-Humboldt Parcels and the School Parcel shall be prepared and delivered to the non-owner party (“Acquiring Party”). Upon written notice from each Acquiring Party to the other party that the title report is acceptable, the exchange may proceed through Yavapai Title Agency, Inc., 980 North Highway 89, Chino Valley, Arizona 86323 (“Escrow Agent”).

3. Fee simple absolute title to the parcels shall be conveyed to the Acquiring Parties as set forth herein at the Close of Escrow (defined in Paragraph 6, below) by Special Warranty Deed, which shall include conveyance of all surface and ground water rights related to the parcel being conveyed. The deed for the conveyance to School of a portion of Huron Street shall include a reservation to Dewey-Humboldt of a public utility easement over, under and across Huron Street. School shall deposit into escrow an executed public utility easement in the form of Exhibit 3, attached hereto. Immediately after the recordation of the deed for the Huron Street parcel, Escrow Agent shall record the public utility easement. The Acquiring Party is only obligated to accept title to the parcel being conveyed to it if (i) the parcel is free and clear of all defects, exceptions, easements, covenants, conditions, restrictions, mining claims, liens and encumbrances not acceptable to such Acquiring Party; and (ii) the Acquiring Party, at its sole discretion, is otherwise satisfied with the condition of title as reflected in the above-referenced title report and policy and any investigation made by the Acquiring Party pursuant to Paragraph 8. The Acquiring Party shall have until ten (10) days prior to Close of Escrow to file its objections to the condition of title. Close of Escrow shall occur as set forth below in Paragraph 6, and shall be conditioned on the following:

3.1 Each party shall pay one-half the closing costs.

3.2 Each Acquiring Party shall pay the cost of the title insurance policy for the parcel being acquired by that party.

3.3 Each Acquiring Party shall have until ten (10) days prior to Close of Escrow to make investigations of the parcel it is acquiring and may cancel this agreement at any time prior to that date if it is not satisfied with the condition of the parcel being acquired.

3.4 The conditions set forth in this Agreement shall be satisfied..

3.5 Dewey-Humboldt and School shall deposit with the Escrow Agent an executed license agreement whereby Dewey-Humboldt authorizes School to place a marquee sign on the property described in Exhibit 4 at a location approved by the Town Manager of Dewey-Humboldt, which shall be generally in the center of the property. The term of the license agreement shall be fifty (50) years; provided however, that after the twenty-fifth year of the fifty year term, Dewey-Humboldt may in writing request the removal of the marquee sign within one year, in which case the marquee sign shall be removed within one year of the date of the request from Dewey-Humboldt. The form of License is attached hereto as Exhibit 5. The existing marquee sign located on the School Parcel shall be removed from the School Parcel within sixty (60) days from Close of

Escrow for the properties to be exchanged. If School fails to remove the existing marque sign within such sixty (60) day period, Dewey-Humboldt may do so and charge the cost to the School, which amount shall be paid within ten (10) days of an invoice for the cost of such removal.

4. Each party represents to the other party the following with respect to the parcel being conveyed by it that to the best of its actual knowledge, without additional investigation:

4.1 Except as reflected in the preliminary title report at the time of execution of this Agreement, there are no claims, actions, suits, or other proceedings pending or threatened by any governmental department or agency or any other corporation, partnership, entity, or person whomsoever, nor any voluntary actions or proceedings contemplated by it, which in any manner or to any extent may detrimentally affect the Acquiring Party's right, title, or interest in and to the parcel being acquired or the value of such parcel.

4.2 There is no pending or threatened condemnation or similar proceeding affecting any part of the parcel being conveyed and the conveying party has not received any notice of any such proceeding and has no knowledge that any such proceeding is contemplated.

4.3 No work has been performed or is in progress at the parcel being conveyed and no materials have been furnished to the parcel which might give rise to mechanic's, materialman's, or other lien against any part of the parcel.

4.4 All risk of loss related to ownership and possession of the parcels, including liability to third persons, shall be the responsibility of the owner of such parcel until the title and possession of the parcel passes to the Acquiring Party at Close of Escrow. Each party shall indemnify and hold harmless the other for all such loss, damage, liability, fees or costs of any kind whatsoever for its own parcel, except those caused by the other party. This indemnity shall survive termination of this Agreement.

4.5 It is not prohibited from consummating the transactions contemplated by this Agreement by any law, regulation, agreement, instrument, restriction, order or judgment.

4.6 There are no other parties in adverse possession of the parcel being conveyed; there are no parties in possession of the parcel being conveyed; and no party has been granted any license, lease, or other right relating to the use of possession of the parcel being conveyed.

4.7 There are no attachments, executions, assignments for the benefit of creditors, receiverships, conservatorships, or voluntary or involuntary proceedings in bankruptcy or pursuant to any other laws for relief of debtors contemplated or filed by it or pending against it or affecting or involving the parcel being conveyed.

4.8 There is no default nor has any event occurred which with the passage of time or the giving of notice or both would constitute a default in any Agreement, mortgage, deed of trust, lease, or other instrument which relates to the parcel being conveyed or which affects such parcel in any manner whatsoever.

4.9 There are no agreements or other obligations outstanding for the sale, exchange, or transfer of all or any part of the parcel being conveyed.

4.10 There are no violations of laws, rules, regulations, ordinances, codes, covenants, conditions, restrictions, instructions, or agreements applicable to the parcel being conveyed, nor has it received notices from any insurance companies, governmental agencies, or any other person with respect to violations concerning the parcel being conveyed. If any notices of violations are received prior to Close of Escrow, they shall be immediately submitted to the Acquiring Party and the Acquiring Party's review and acceptance shall be a condition precedent to Close of Escrow.

4.11 There are no attachments, executions, assignments for the benefit of creditors, receiverships, conservatorships, or voluntary or involuntary proceedings in bankruptcy or pursuant to any other laws for relief of debtors contemplated or filed by the Non-Acquiring party or pending against the Non-Acquiring Party or affecting or involving the parcel being conveyed.

4.12 There is no default nor has any event occurred which with the passage of time or the giving of notice or both would constitute a default in any agreement, mortgage, deed of trust, lease, or other instrument which relates to the parcel being conveyed or which affects such parcel in any manner whatsoever.

4.13 It will not, at any time prior to Close of Escrow, grant to any person an interest in the parcel being acquired.

5. Default.

5.1 Default by Non-Acquiring Party: All provisions of this Agreement are hereby deemed to be material. The Acquiring Party shall have all rights and remedies available to it under Arizona law should the Non-Acquiring Party breach any of the provisions under this Agreement. The Acquiring Party shall immediately be entitled to specific performance by the Non-Acquiring Party, should the Non-Acquiring Party breach any provision of this Agreement.

5.2 Default by Acquiring Party: All provisions of this Agreement are hereby deemed to be material. The parties agree that Acquiring Party's remedies for the Non-Acquiring Party's breach of this Agreement shall be such rights and remedies available to them under Arizona law.

5.3 The breaching party shall be responsible to pay all escrow costs and fees related to this Agreement.

6. Close of Escrow shall occur on or before 60 days following Opening of Escrow. Close of Escrow will be at the offices of the Escrow Agent set forth in Paragraph 2 herein. At the Close of Escrow, both the title to and possession of the parcels shall be transferred from the Non-Acquiring Party to the Acquiring Party. In no event shall the escrow close on the conveyance of the Dewey-Humboldt Parcel to the School until after the Close of Escrow for the conveyance of the School Parcel to Dewey-Humboldt.

7. Applicability of A.R.S. § 38-511.

7.1 School may cancel this Agreement pursuant to A. R. S. § 38-511 without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of the School is, at any time while the Agreement or any extension of the Agreement is in effect, an employee of Dewey-Humboldt in any capacity or a consultant to Dewey-Humboldt with respect to the subject matter of the Agreement. The cancellation shall be effective when written notice from the School is received by Dewey-Humboldt, unless the notice specifies a later time.

7.2 Dewey-Humboldt may cancel this Agreement pursuant to A.R.S. § 38-511 without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of Dewey-Humboldt is, at any time while the Agreement or any extension of the Agreement is in effect, an employee of School in any capacity or a consultant to School with respect to the subject matter of the Agreement. The cancellation shall be effective when written notice from Dewey-Humboldt is received by the School, unless the notice specifies a later time.

8. Each Party shall allow the other Party and/or its agent's access to the Property it is acquiring pursuant to this Agreement to perform, at Acquiring Party's sole expense, any and all investigations, inspections, tests and studies desired by Acquiring Party in connection with its review of the matters described in Paragraph 3.3 of this Agreement. To the extent permitted by Arizona law, Acquiring Party hereby agrees to indemnify and defend the other Party and hold the other Party harmless from and against any and all claims, demands, actions, losses, liabilities, obligations, damages, costs and expenses (including without limitation reasonable attorneys' fees and court costs, whether or not any action is filed or prosecuted) incurred in connection with such access, investigations or inspections. Acquiring Party's indemnification obligations under this Section shall survive the Closing, the termination of this Agreement and/or the cancellation of the Escrow.

9. Except for those representations contained in Paragraph 4 of this Agreement, each Party acknowledges that it is acquiring the Parcel(s) from the other Party "AS IS" AND "WHERE IS" WITH NO WARRANTY OF ANY KIND.

10. Notices: All notices, demands, request consents, approvals and other communications (collectively, "Notices") required hereunder shall be given by certified U.S. mail return receipt request, postage prepaid or personally delivered and acknowledged, at the addresses set forth below or at such other address as either party shall, from time to time, designate in writing to the other by notice given in the same manner specified in this paragraph. Notices shall be deemed received upon receipt, which shall be evidenced by a receipted copy (in the case of Notices that are personally delivered), or as evidenced by the postal service receipt.

Town of Dewey-Humboldt
Town Manager
P.O. Box 69
Humboldt, AZ 86329

Humboldt Unified School District
District Manager
6411 N. Robert Road
Prescott Valley, AZ 86314

IN WITNESS WHEREOF, the parties hereto have caused this document to be executed the date and year first herein above written.

TOWN OF DEWEY-HUMBOLDT

HUMBOLDT UNIFIED SCHOOL DISTRICT

By: _____
Terry Nolan, Mayor

By: _____

ATTEST:

ATTEST

Timothy A. Mattix, Town Clerk

Clerk of the Board

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Town Attorney

School District Attorney

EXHIBIT 1 TO INTERGOVERNMENTAL AGREEMENT
DEWEY-HUMBOLDT PARCELS (HURON STREET AND 20' ALLEY)

LAND DESCRIPTION
(Huron Street Parcel)

All that portion of 'Huron Street' and the 'Prescott and Eastern R.R' as recorded in Book 2 of Maps & Plats, Page 9, 'A Revised Map of Humboldt', Yavapai County Records, located in the southeast quarter of Section 15, Township 13 North, Range 1 East, Gila and Salt River Meridian, Yavapai County, Arizona, described as follows:

COMMENCING at the East ¼ of said Section 15, a GLO brass cap monument;

THENCE S00°04'50"W (Basis of Bearings) along the easterly line of said Section 15, 532.19 feet;

THENCE N89°55'10"W , 25.00 feet to the northeast corner of the Humboldt Elementary School Parcel as recorded in Book 178 of Land Surveys, Page 94;

THENCE N38°26'01"W , 52.11 feet along the northeasterly line of said parcel;

THENCE N54°49'46"W , 295.99 feet along said line;

THENCE S61°40'47"W , 67.06 feet along the northwesterly line of said parcel to a spike and washer stamped RLS 35138;

THENCE N73°08'01"W , 52.90 feet to the TRUE POINT OF BEGINNING;

THENCE S46°17'21"W, 51.78 feet;

THENCE S38°46'54"W, 147.73 feet;

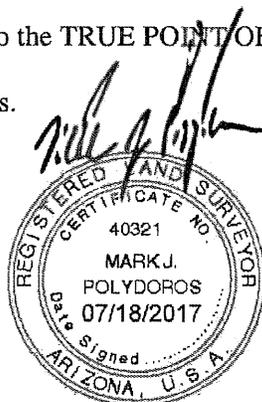
THENCE N55°18'56"W, 43.21 feet;

THENCE N34°41'04"E, 138.41 feet;

THENCE N48°47'44"E, 61.53 feet;

THENCE S55°18'56"E, 49.18 feet to the TRUE POINT OF BEGINNING.

Containing 9,690 sq.ft or 0.222 acres.



Expires 3/31/2019

LAND DESCRIPTION
(20' Alley Parcel)

All that portion of a 20' Alley lying immediately adjacent to and northwesterly of Block 20 as recorded in Book 2 of Maps & Plats, Page 9, 'A Revised Map of Humboldt', Yavapai County Records, located in the southeast quarter of Section 15, Township 13 North, Range 1 East, Gila and Salt River Meridian, Yavapai County, Arizona, described as follows:

COMMENCING at the East ¼ of said Section 15, a GLO brass cap monument;

THENCE S00°04'50"W (Basis of Bearings) along the easterly line of said Section 15, 532.19 feet;

THENCE N89°55'10"W , 25.00 feet to the northeast corner of the Humboldt Elementary School Parcel as recorded in Book 178 of Land Surveys, Page 94;

THENCE S00°04'50"W , 739.12 feet along the easterly line of said parcel to a 5/8" rebar capped RLS 35138;

THENCE N40°59'58"W , 220.91 feet along the southwesterly line of said parcel;

THENCE continuing N40°59'58"W , 207.46 feet along said line to the TRUE POINT OF BEGINNING;

THENCE S48°56'47"W , 49.94 feet to the most northerly corner of said block 20;

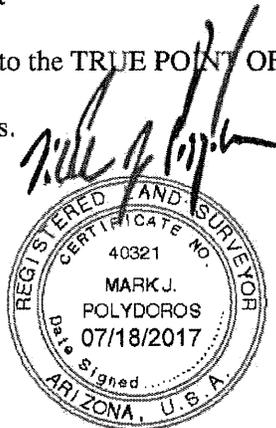
THENCE continuing S48°56'47"W , 293.12 feet along the northwesterly line of said block 20 to a point on the easterly right of way of the abandon Prescott & Eastern R.R. Said point being on a curve concave to the northeast, having a radius of 524.63 feet, to which the radius point bears N59°54'29"E;

THENCE northwesterly along the arc of said curve 20.45 feet, through a central angle of 02°14'02;

THENCE N48°56'47"E , 283.93 feet

THENCE N60°12'16"E , 55.94 feet to the TRUE POINT OF BEGINNING.

Containing 6,520 sq.ft or 0.150 acres.



Expires 3/31/2019

EXHIBIT 2 TO INTERGOVERNMENTAL AGREEMENT
SCHOOL PARCEL

LAND DESCRIPTION
(Humboldt Elementary School Parcel)

All that portion of the Humboldt Elementary School Parcel as recorded in Book 178 of Land Surveys, Page 94, also being a portion of 'A Revised Map of Humboldt', as recorded in Book 2 of Maps & Plats, Page 9, Yavapai County Records, located in the southeast quarter of Section 15, Township 13 North, Range 1 East, Gila and Salt River Meridian, Yavapai County, Arizona, described as follows:

COMMENCING at the East ¼ of said Section 15, a GLO brass cap monument;

THENCE S00°04'50"W (Basis of Bearings) along the easterly line of said Section 15, 532.19 feet;

THENCE N89°55'10"W , 25.00 feet to the northeast corner of the Humboldt Elementary School Parcel as recorded in Book 178 of Land Surveys, Page 94;

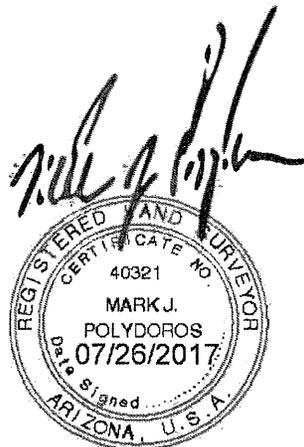
THENCE S00°04'50"W , 515.47 feet along the easterly line of said parcel to the TRUE POINT OF BEGINNING;

THENCE continuing S00°04'50"W, 223.65 feet along said line to a 5/8" rebar capped RLS 35138;

THENCE N40°59'58"W , 220.91 feet along the southwesterly line of said parcel;

THENCE N68°27'21"E , 155.90 feet to the TRUE POINT OF BEGINNING.

Containing 16,210 sq.ft or 0.372 acres.



Expires 3/31/2019

EXHIBIT 3 TO INTERGOVERNMENTAL AGREEMENT
FORM OF PUBLIC UTILITY EASEMENT

When Recorded Return to:
Town Clerk, Town of Dewey-Humboldt
2735 S. Highway 69
Dewey-Humboldt, Arizona 85329

Exempt under A.R.S. § 11-1134(A)(2)

PUBLIC UTILITY EASEMENT

GRANTOR:

Humboldt Unified School District

GRANTEE:

Town of Dewey-Humboldt
2735 S. Highway 69
Dewey-Humboldt, AZ 85296

For the consideration of One Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, GRANTOR hereby grants and convey to GRANTEE, its successors and assigns, a perpetual easement described herein for utility purposes, including, but not limited to, the right to erect, construct, install, maintain, use, operate, inspect, repair, replace and remove delivery and/or distribution lines, and other utility facilities and telemetering and communications equipment in, on, over, under, across, above and through the following described real property situated within Yavapai County, Arizona:

[INSERT HURON STREET LEGAL DESCRIPTION]

The GRANTEE shall also have the right and privilege forever to patrol, inspect, alter, improve, add to, repair and remove such utility facilities, including the right to increase or decrease the size of the lines, and all other rights and privileges necessary or convenient for the full use and enjoyment of the easement, servitude and privileges herein granted for the purposes herein described, including the right of ingress and egress to and from said easement and pipeline over adjoining property of the GRANTOR, and the right to remove trees and fences and to use existing roads and as much of the surface of the land, herein above described as may be necessary for the purpose of constructing, inspecting, maintaining, operating, repairing, replacing, and/or removing the facilities, either in whole or in part, at the will of GRANTEE.

To have and to hold said easement, servitude and privileges unto the GRANTEE, its successors and assigns, forever, subject to the conditions and limitations herein contained.

It is agreed that the GRANTOR shall have full use of said easement except for the purpose for which the same is herein conveyed to the GRANTEE, and except for uses

which interfere with the enjoyment by GRANTEE of the rights and servitude herein conveyed to it, and provided always that no building or structure of any nature or kind whatsoever, including without limitation fences, nor any part of same, shall be constructed, installed or placed on or over said easement or any part thereof by GRANTOR or the successors or assigns of GRANTOR, and that the grade over any buried facilities shall not be changed by GRANTOR or the successors or assigns of GRANTOR without the prior written consent of the GRANTEE. The rights and obligations of GRANTEE shall be construed broadly and consistent with the performance of its obligations to provide utility service to its customers.

GRANTEE shall be and remain responsible for the construction, operation, maintenance and repair of the utility facilities and GRANTOR shall have no responsibility or liability in such construction, operation, maintenance or repair. GRANTEE shall indemnify and hold GRANTOR harmless from all injuries and damages arising from GRANTEE'S use of the easement area. GRANTEE shall return the easement area to its prior condition after completing the construction, maintenance or other uses permitted under the foregoing easement.

This Public Utility Easement constitutes a perpetual covenant running with the land for the benefit of the GRANTEE, its successors and assigns.

CAUTION: The above described easement may contain underground facilities the location of which must be verified as required by Arizona Revised Statutes, Section 40-360.21 et seq. (Arizona Blue Stake Law) *prior to excavation.*

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, this instrument is executed this ____ day of _____, _____.

GRANTOR:

GRANTOR:

_____,
a Humboldt Unified School District, a political
subdivision of the State of Arizona

By _____
[ADD FULL NAME AND TITLE]

ACKNOWLEDGEMENT

STATE OF ARIZONA)
) ss.
County of Yavapai)

On this ____ day of _____, _____, before me, the undersigned Notary Public, personally appeared _____ *[NAME IF SIGNER]*, the _____ *[FILL IN TITLE]* of the Humboldt Unified School District, being so authorized to execute, who executed and acknowledged the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My Commission Expires:

Description Of Document This Notarial Certificate Is Being Attached To:	
TYPE/TITLE	
DATE OF DOCUMENT	
NUMBER OF PAGES	
ADDITIONAL SIGNORS (other than those named in the notarial certificate)	

ACCEPTED BY THE TOWN OF DEWEY-HUMBOLDT

Mayor

Date

EASEMENT DESCRIPTION
(Town of Dewey-Humboldt Parcel)

An Easement for Public Utilities over a portion of Block 21 as recorded in Book 2 of Maps & Plats, Page 9, 'A Revised Map of Humboldt', Yavapai County Records, located in the southeast quarter of Section 15, Township 13 North, Range 1 East, Gila and Salt River Meridian, Yavapai County, Arizona, described as follows:

COMMENCING at the East ¼ of said Section 15, a GLO brass cap monument;

THENCE S00°04'50"W (Basis of Bearings) along the easterly line of said Section 15, 532.19 feet;

THENCE N89°55'10"W , 25.00 feet to the northeast corner of the Humboldt Elementary School Parcel as recorded in Book 178 of Land Surveys, Page 94;

THENCE S00°04'50"W , 739.12 feet along the easterly line of said parcel to a 5/8" rebar capped RLS 35138;

THENCE continuing S00°04'50"W , 38.64 feet along said line to a point on the northerly right of way of Prescott Street;

THENCE S89°47'33"W , 224.76 feet along said right of way to the beginning of a curve concave to the south, having a radius of 245.00 feet , to which the radius point bears S00°02'18"W;

THENCE westerly along the arc of said curve 4.73, along said right of way, through a central angle of 01°06'20; to the TRUE POINT OF BEGINNING;

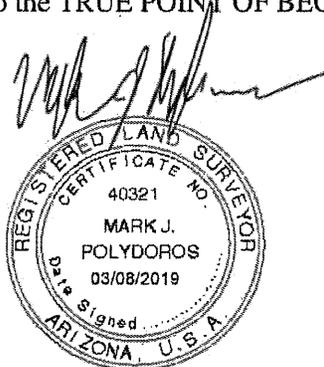
THENCE continuing westerly along the arc of said curve 48.88 feet, along said right of way, through a central angle of 11°25'49";

THENCE N41°36'30"W, 29.18 feet to a point on the southerly right of way of Corral Street;

THENCE N49°01'13"E , 40.08 feet along said line to the most northerly corner of Lot 24;

THENCE S41°32'07"E, 56.60 feet to the TRUE POINT OF BEGINNING.

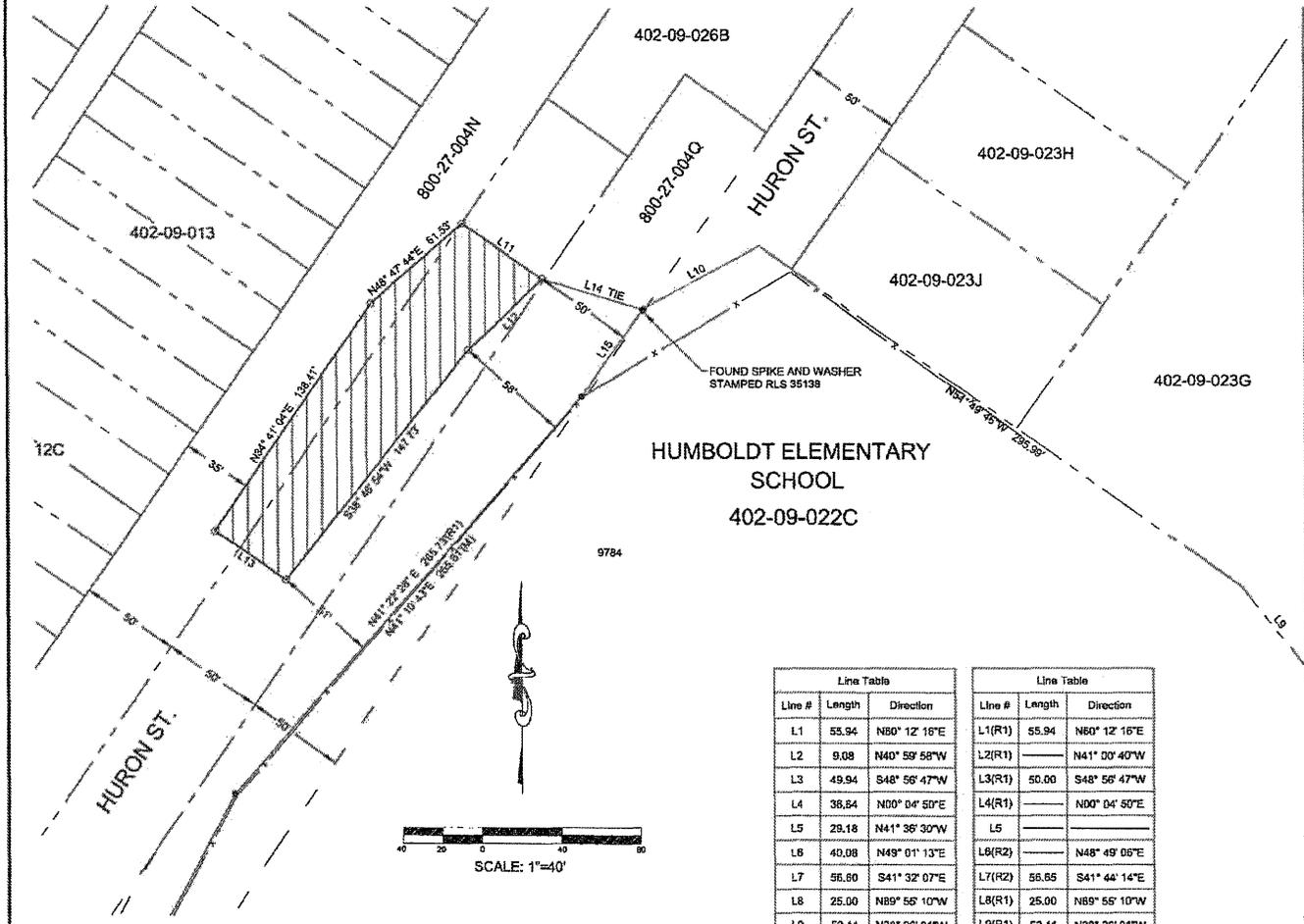
Containing 1,679 sq.ft.



Expires 3/31/2019

RECORD OF SURVEY

MINOR LAND DIVISION OF ASSESSORS PARCELS 800-27-004N & 800-27-004Q (HURON STREET RIGHT OF WAY) & PARCEL 800-27-005L (20' ALLEY), MINOR LAND DIVISION OF 402-09-022C (HUMBOLDT ELEMENTARY SCHOOL), MINOR LAND DIVISION OF PARCEL 402-10-004C (TOWN OF DEWEY-HUMBOLDT PARCEL), ALSO BEING A PORTION OF A REVISED MAP OF THE TOWN OF HUMBOLDT ARIZONA, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 13 NORTH, RANGE 1 EAST, GILA & SALT RIVER MERIDIAN, YAVAPAI COUNTY ARIZONA



LEGEND

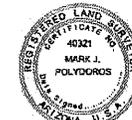
- (R1) RECORD DATA PER LAND SURVEY RECORDED IN BK. 178, PG. 94
- (R2) RECORD DATA PER DEED OF GIFT RECORDED IN BK. 4628, PG. 612
- (M) MEASURED DATA
 - FOUND 5/8" REBAR CAPPED R.L.S. 35138
 - FOUND 5/8" REBAR CAPPED YAVAPAI COUNTY
 - FOUND 1/2" REBAR CAPPED 24522
 - FOUND 1/2" REBAR NO CAP OR TAG
 - FOUND 1/2" REBAR CAPPED RLS 22776
 - ⊙ FOUND GLO BRASS CAP MONUMENT
 - FOUND 1/2" REBAR CAPPED RLS 40321
 - SET 1/2" REBAR CAPPED RLS 40321

NOTES

- EASEMENTS OF RECORD MAY NOT BE SHOWN ON THIS PLAT.
- BEARINGS AND DISTANCES ON ADJOINERS ARE SHOWN AS CORROBORATIVE EVIDENCE ONLY AND SHOULD NOT BE CONSTRUED AS A SURVEY OF THESE PROPERTIES.
- ALL DOCUMENTS REFERRED TO HEREON ARE ON FILE AT THE YAVAPAI COUNTY RECORDERS OFFICE.

SURVEYORS STATEMENT

THE DEPENDENT RE-SURVEY AS SHOWN ON THIS PLAT WAS EXECUTED BY ME OR UNDER MY DIRECTION DURING JAN., 2013. ALL MONUMENTS SHOWN ACTUALLY EXIST AND ARE SUFFICIENT TO ALLOW THE SURVEY TO BE RETRACED.



EXPIRES 3/31/2019

Line #	Length	Direction
L1	55.94	N60° 12' 16"E
L2	9.08	N40° 59' 58"W
L3	49.94	S48° 56' 47"W
L4	36.84	N00° 04' 50"E
L5	28.18	N41° 36' 30"W
L6	40.08	N49° 01' 13"E
L7	56.60	S41° 32' 07"E
L8	25.00	N89° 55' 10"W
L9	52.11	N38° 26' 01"W
L10	67.06	S61° 40' 47"W
L11	49.18	S55° 18' 56"E
L12	51.78	S46° 17' 21"W
L13	43.21	N55° 18' 56"W
L14	52.90	N73° 08' 01"W
L15	53.91	N35° 22' 22"E

Line #	Length	Direction
L1(R1)	55.94	N60° 12' 16"E
L2(R1)	---	N41° 00' 40"W
L3(R1)	50.00	S48° 56' 47"W
L4(R1)	---	N00° 04' 50"E
L5	---	---
L6(R2)	---	N48° 49' 06"E
L7(R2)	56.65	S41° 44' 14"E
L8(R1)	25.00	N89° 55' 10"W
L9(R1)	52.11	N38° 26' 01"W
L10(R1)	67.06	S61° 40' 47"W
L11	---	---
L12	---	---
L13	---	---
L14	---	---
L15(R1)	53.91	N35° 22' 22"E

Curve #	Length	Radius	Delta
C1	48.88	245.00	01°1'25"49"
C2	20.45	524.63	002°14'02"
C3	4.73	245.00	001°06'20"

Curve #	Length	Radius	Delta
C1	---	---	---
C2(R1)	20.49	524.63	002°14'16"
C3	---	---	---

MINOR LAND DIVISION DEWEY-HUMBOLDT/HUMBOLDT ELEMENTARY PARCELS	SHEET: 3 OF 3 DRAWN BY: MP DATE: 07/10/2017
Meridian Land Surveyors LLC. P.O. BOX 546, Dewey, AZ 86327 Phone (928) 772-8380 mark@meridianlandsurveyors.com	REVISIONS: JOB No.: 1624

EXHIBIT 4 TO INTERGOVERNMENTAL AGREEMENT
PROPERTY ON WHICH MARQUEE SIGN WILL BE LOCATED

LAND DESCRIPTION
(Town of Dewey-Humboldt Parcel)

All that portion of Block 21 as recorded in Book 2 of Maps & Plats, Page 9, 'A Revised Map of Humboldt', Yavapai County Records, located in the southeast quarter of Section 15, Township 13 North, Range 1 East, Gila and Salt River Meridian, Yavapai County, Arizona, described as follows:

COMMENCING at the East $\frac{1}{4}$ of said Section 15, a GLO brass cap monument;

THENCE S00°04'50"W (Basis of Bearings) along the easterly line of said Section 15, 532.19 feet;

THENCE N89°55'10"W , 25.00 feet to the northeast corner of the Humboldt Elementary School Parcel as recorded in Book 178 of Land Surveys, Page 94;

THENCE S00°04'50"W , 739.12 feet along the easterly line of said parcel to a 5/8" rebar capped RLS 35138;

THENCE continuing S00°04'50"W , 38.64 feet along said line to a point on the northerly right of way of Prescott Street;

THENCE S89°47'33"W , 224.76 feet along said right of way to the beginning of a curve concave to the south, having a radius of 245.00 feet , to which the radius point bears S00°02'18"W;

THENCE westerly along the arc of said curve 4.73, along said right of way, through a central angle of 01°06'20; to the TRUE POINT OF BEGINNING;

THENCE continuing westerly along the arc of said curve 48.88 feet, along said right of way, through a central angle of 11°25'49";

THENCE N41°36'30"W, 29.18 feet to a point on the southerly right of way of Corral Street;

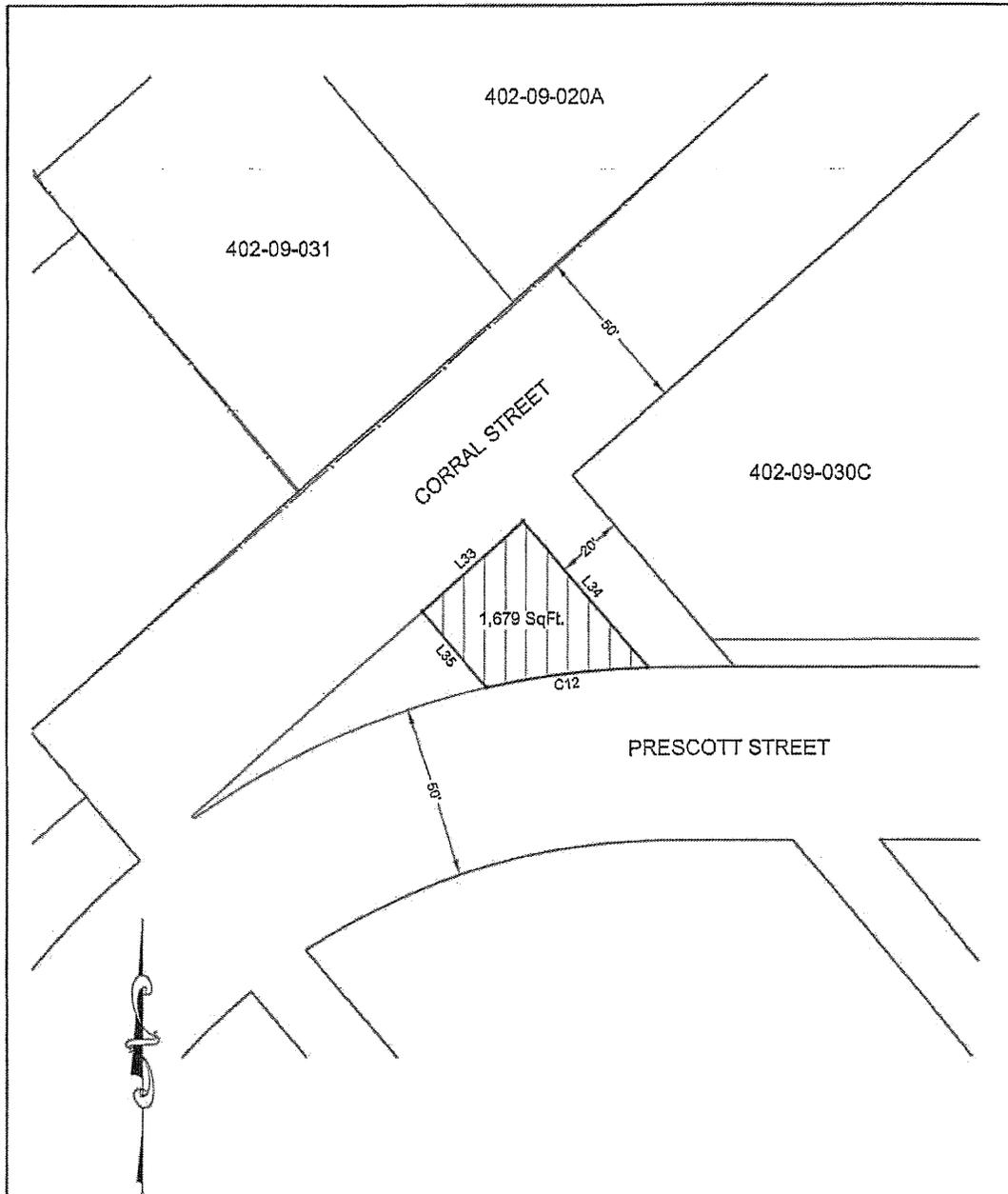
THENCE N49°01'13"E , 40.08 feet along said line to the most northerly corner of Lot 24;

THENCE S41°32'07"E, 56.60 feet to the TRUE POINT OF BEGINNING.

Containing 1,679 sq.ft.



Expires 3/31/2019



SCALE: 1"=30'

Mark J. Polydoros



EXPIRES 3/31/2019

Line Table		
Line #	Length	Direction
L33	40.08	N49° 12' 21"E
L34	56.65	S41° 20' 59"E
L35	29.18	S41° 25' 22"E

• SET NAIL & PINK WHISKER

Curve Table			
Curve #	Length	Radius	Delta
C12	48.78	245.00	011°24'29"

Town of Dewey/Humboldt Various Right-of-way/Parcel Areas, Humboldt, Arizona Corral Street Right-of-Way Meridian Land Surveyors LLC P.O. Box 546, Dewey AZ 86327 Ph. 928-772-8380 mark@meridianlandsurveyors.com	SCALE: 1"=30' SHEET: 5 OF 6 DRAWN BY: MP DATE: 02/06/17 PROJECT#: 1624
--	--

EXHIBIT 5 TO INTERGOVERNMENTAL AGREEMENT

FORM OF LICENSE FOR MARQUEE SIGN

When Recorded Return to:
Town Clerk, Town of Dewey-Humboldt
2735 S. Highway 69
Dewey-Humboldt, Arizona 85329

Exempt under A.R.S. § 11-1134(A)(2)

LICENSE AGREEMENT

This License Agreement is made this _____ day of _____, 20___, by and between Humboldt Unified School District, an Arizona political subdivision (“Licensor”) and the Town of Dewey-Humboldt, Arizona, an Arizona municipal corporation (“Licensee”).

Recitals:

A. Licensor owns the real property described on Exhibit A, attached hereto and made a part hereof by this reference (“Licensed Property”).

B. Licensee desires to place a marquee sign on the Licensed Property and desires to maintain the marquee sign on the Licensed Property.

C. Licensor is willing to grant a license to Licensee for the above purpose so long as the marquee sign is maintained in good condition and in compliance with Town Codes.

NOW THEREFORE, in consideration of the covenants and agreements contained herein, Licensor and Licensee agree as follows:

Terms and Conditions:

1. **Grant of License:** Licensor hereby grants to Licensee a license (“License”) to use and maintain a marquee sign on the Licensed Property. The marquee sign shall be located generally at the center of the Licensed Property. The location of the marquee sign shall be approved in writing by the Town Manager of Dewey-Humboldt prior to Licensee placing the marquee on the Licensed Property.

2. **Ownership of License Area and Marquee Sign:** Licensor shall retain ownership, title and use of the Licensed Property. Licensee shall retain ownership, title and use of the marquee sign.

3. **Maintenance:** Licensee shall keep the Licensed Property and marquee sign in good condition and shall repair and maintain the marquee sign at Licensee’s sole expense. Licensee shall not place any hazardous substance or materials on the Licensed Property that could potentially cause environmental contamination of the License

Property.

4. **Term:** This License shall commence on the date of this Agreement and shall terminate on the date that is fifty (50) years from the date of this License, provided however, that Licensor may terminate this License on the date that is twenty-five years from the date of this License or such later date as determined by Dewey-Humboldt, by giving Licensee written notice of termination. Licensee shall remove the marquee sign at its cost on or before one year from the date of the written notice. Licensor may also terminate this License in the event Licensee fails to maintain the marquee sign and the Licensed Property in good condition. Upon termination of this License, Licensee shall restore the Licensed Property to the same or better condition as it existed prior to the granting of this License. If this is not completed within thirty (30) days of notice of termination of this License, Licensor may restore the Licensed Property to its condition as it existed prior to the granting of this License and charge the cost thereof to Licensee and Licensee agrees to pay such costs within ten (10) days of presentation of a bill.

5. **License Fee:** There shall be no license fee for this License.

6. **Indemnification:** Licensee shall indemnify and hold harmless Licensor, its employees, officers and agents, from and against any liability, claim, injury or damage (including attorney's fees and costs) arising out of Licensee's use of the Licensed Property or the location, installation or maintenance of the marquee sign.

7. **Compliance with Law.** Licensee shall comply with all applicable laws, statutes, ordinances, rules and regulations applicable to this License.

8. **Not a Lease:** The Licensee shall not, by virtue of this Agreement, be deemed to have become the tenant of the Licensor.

9. **Governing Law:** This License is entered into in Arizona and shall be construed and interpreted under the laws of the State of Arizona.

10. **Attorneys' Fees:** Should litigation be necessary to enforce any term or provision of this Agreement, or to collect any damages claimed or portion of the amount payable under this Agreement then all litigation and collection expenses, witness fees, court costs, and attorneys' fees shall be paid to the prevailing party.

11. **Conflict of Interest:** In the event Licensor elects to cancel this Agreement due to a conflict of interest as outlined in A.R.S. § 38-511 as amended, Licensor agrees to immediately give notice thereof to Licensee.

12. **Service of Notice:** All notices and demands required or permitted by this License shall be in writing and shall be deemed to have been given properly when sent by certified mail (postage pre-paid), delivered personally to the party at the address below or to such other address as may be furnished:

Notices to Licensor
Town Manager

Notices to Licensee

Town of Dewey-Humboldt
2735 S. Highway 69
Dewey-Humboldt, Arizona 85329

IN WITNESS WHEREOF, the parties hereto have executed this License
this _____ day of _____, 20__.

LICENSOR:
Town of Dewey-Humboldt, Arizona

LICENSEE:
Humboldt Unified School District

BY: _____

ATTEST:

Tim Mattix, Town Clerk

APPROVED AS TO FORM:

Town Attorney

STATE OF ARIZONA)
) ss
County of Yavapai)

The foregoing License Agreement was personally acknowledged before
me this _____ day of _____, 20__, by _____ who

executed the foregoing instrument for the purposes therein contained.

Notary Public

My Commission Expires:

STATE OF ARIZONA)
) ss
County of Yavapai)

The foregoing License Agreement was personally acknowledged before me this _____ day of _____, 20_, by _____ who executed the foregoing instrument for the purposes therein contained.

Notary Public

Description Of Document This Notarial Certificate Is Being Attached To:	
TYPE/TITLE	
DATE OF DOCUMENT	
NUMBER OF PAGES	
ADDITIONAL SIGNORS	
(other than those named in the notarial certificate)	

EXHIBIT A TO LICENSE AGREEMENT
DESCRIPTION OF LICENSED PROPERTY

LAND DESCRIPTION
(Town of Dewey-Humboldt Parcel)

All that portion of Block 21 as recorded in Book 2 of Maps & Plats, Page 9, 'A Revised Map of Humboldt', Yavapai County Records, located in the southeast quarter of Section 15, Township 13 North, Range 1 East, Gila and Salt River Meridian, Yavapai County, Arizona, described as follows:

COMMENCING at the East ¼ of said Section 15, a GLO brass cap monument;

THENCE S00°04'50"W (Basis of Bearings) along the easterly line of said Section 15, 532.19 feet;

THENCE N89°55'10"W , 25.00 feet to the northeast corner of the Humboldt Elementary School Parcel as recorded in Book 178 of Land Surveys, Page 94;

THENCE S00°04'50"W , 739.12 feet along the easterly line of said parcel to a 5/8" rebar capped RLS 35138;

THENCE continuing S00°04'50"W , 38.64 feet along said line to a point on the northerly right of way of Prescott Street;

THENCE S89°47'33"W , 224.76 feet along said right of way to the beginning of a curve concave to the south, having a radius of 245.00 feet , to which the radius point bears S00°02'18"W;

THENCE westerly along the arc of said curve 4.73, along said right of way, through a central angle of 01°06'20; to the TRUE POINT OF BEGINNING;

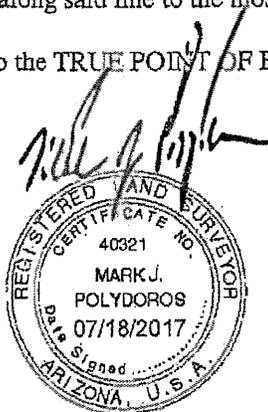
THENCE continuing westerly along the arc of said curve 48.88 feet, along said right of way, through a central angle of 11°25'49";

THENCE N41°36'30"W, 29.18 feet to a point on the southerly right of way of Corral Street;

THENCE N49°01'13"E , 40.08 feet along said line to the most northerly corner of Lot 24;

THENCE S41°32'07"E, 56.60 feet to the TRUE POINT OF BEGINNING.

Containing 1,679 sq.ft.



Expires 3/31/2019