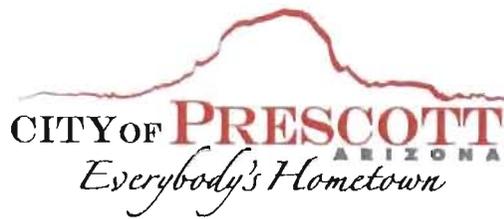


Notice Inviting Bids

SALE OF CITY REAL PROPERTY

**CITY OF PRESCOTT, ARIZONA
PREPARED BY: Public Works Department**

Due Date: April 28, 2016



City of Prescott
Public Works Department

**Notice Inviting Bids
Sale of City Real Property**

Sealed bids will be received at the office of the City Clerk, City of Prescott, 201 South Cortez Street, Prescott, AZ, 86301, until 2:00 P.M., Thursday, April 28, 2016 for the sale of City Real Property APN# 800-11-041D containing 1,318 square feet more or less. Any bid received after 2:00 pm on the above stated date and time will be returned unopened. The City of Prescott reserves the right to accept or reject any or all bids, and/or some or all of the alternates bid, and waive any informality deemed in the best interest of the City and to reject the bids of any persons who have been delinquent or unfaithful to any contract with the City of Prescott. The bid documents (Sample Contract and Legal Description with map) are available at the office of the Public Works Director, City of Prescott, 433 N. Virginia Street, Prescott, AZ, 86301, (928) 777-1130. The outside of the bid envelope shall be marked: "Sale of City Real Property" and shall indicate the name and address of the bidder, the closing date and time, and shall be addressed to the Public Works Director, C/O City Clerk's Office, City of Prescott, 201 South Cortez Street, Prescott, AZ, 86301.

Erika Laster, Contract Specialist

PUBLISHED: TC April 10, 17, 24, 2016



Public Works Department

433 N. Virginia Street
Prescott AZ 86301
928-777-1273

Memorandum

To: Potential Bidders
From: Don Hersh, Real Property Specialist
Date: 3/17/2016
Re: Bid Packet for - Sale of City Property APN# 800-11-041D

Bidder,

This sale of City Property APN# 800-11-041D, is being done in accordance with **City of Prescott Charter, Article VIII, Section 12** (Sale of City Property).

Carefully read all of the attached documents before placing a bid:

- Agreement for Sale of City Property
- Exhibits "A" and "B" Legal Description and Depiction
- Aerial Reference Map

If you have any questions, please contact me.

Sincerely,

Don Hersh

Real Property Specialist
Engineering Services
Phone 928.777.1273
Email: donald.hersh@prescott-az.gov



CITY OF PRESCOTT
AGREEMENT FOR SALE OF CITY REAL PROPERTY

KNOW ALL MEN BY THESE PRESENTS:

THIS AGREEMENT, dated this _____ day of _____, 2016, by and between _____, (hereinafter referred to as the "Buyer"), residing at (or its principal place of business located at) _____, and the **CITY OF PRESCOTT**, an Arizona municipality (hereinafter referred to as "Seller").

IN CONSIDERATION OF THE COVENANTS 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 Quit Claim 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 _____, _____ dollars and 00/100 dollars (\$ _____ .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 Title/Escrow Company.
- 4) The closing of escrow shall be at a Title Company designated by the Seller not more than 90 days after approval of this Agreement by the Prescott City Council (the "Closing Date"). On the Closing Date, Buyer shall make payment as provided in Section 2 of this Agreement to 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 City (Seller) may cancel this contract, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing,

Buyer _____

Seller _____

drafting or creating the contract on behalf of the City (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 foregoing event, the City (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 City (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 Prescott City Council by an Ordinance authorizing the purchase of the real property contemplated herein.
- 8) All notices to Seller shall be sent to: City of Prescott, c/o City Clerk, 201 S. Cortez St, Prescott, Arizona 86303, with a copy to the Director of Public Works, 433 N. Virginia St, Arizona 86301.
- 9) All notices to the Buyer shall be sent to: _____,
_____.

DATED THIS _____ Day of _____, 20_____.

(the remainder of page left blank)

Sample

BUYER:

By: _____

Printed Name _____

Title _____

SELLER:

CITY OF PRESCOTT, an Arizona municipality

By: _____

HENRY HASH
Director of Public Works

ATTEST:

APPROVED AS TO FORM:

DANA R. DELONG
City Clerk

JON M. PALADINI
City Attorney

Sample

EXHIBIT 'A'

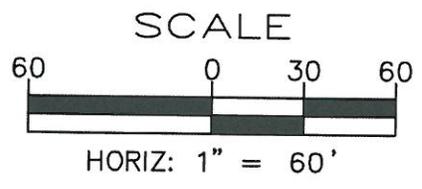
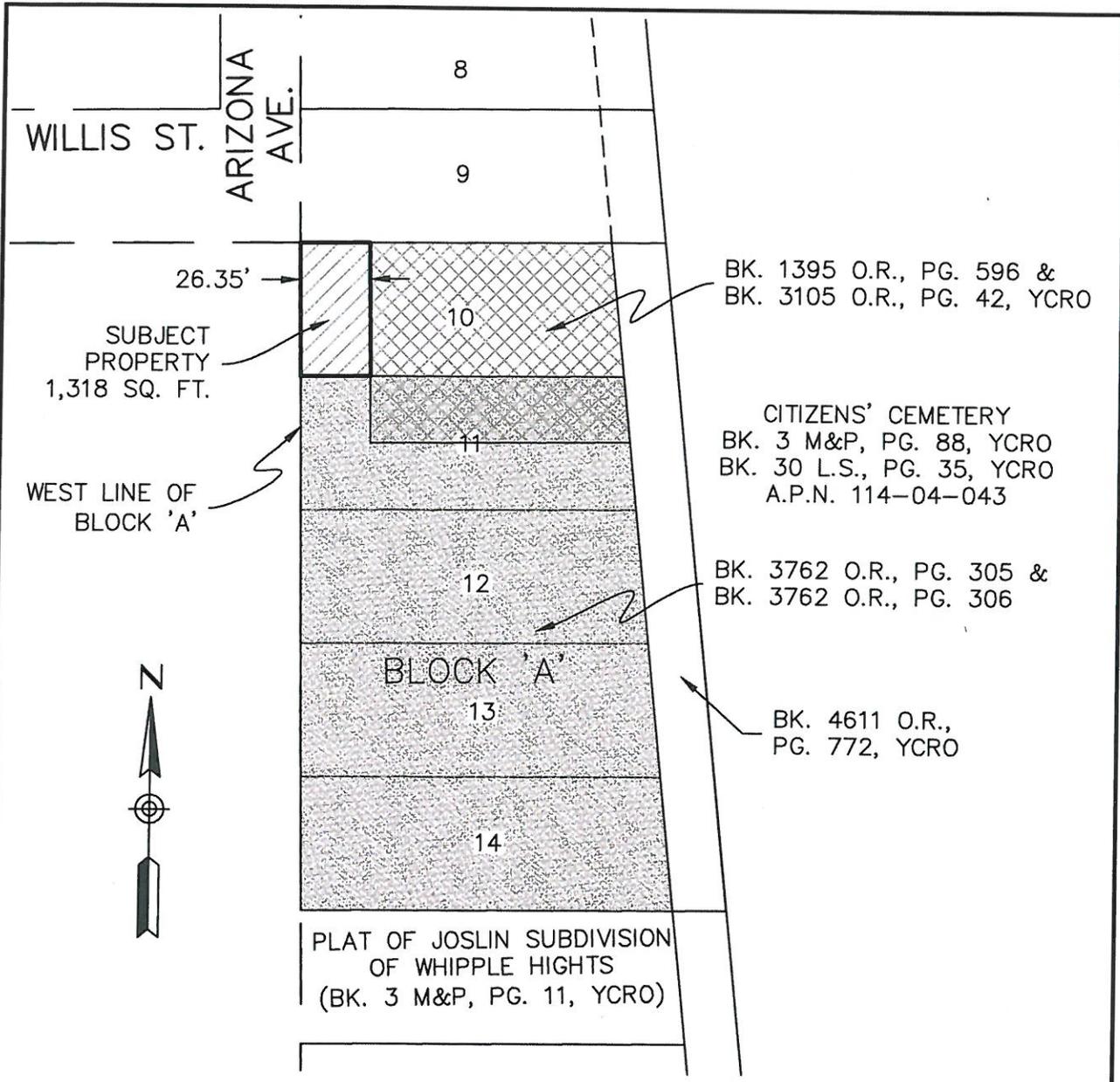
LEGAL DESCRIPTION

THAT PORTION OF LOT 10, BLOCK 'A', PLAT OF THE JOSLIN SUBDIVISION OF WHIPPLE HIGHTS AS FILED IN BOOK 3 OF MAPS AND PLATS, PAGE 11, RECORDS OF YAVAPAI COUNTY, ARIZONA, LYING WEST OF A LINE PARALLEL WITH AND 26.35 FEET EAST OF THE WEST LINE OF SAID BLOCK 'A'.

CONTAINING 1,318 SQUARE FEET OR 0.030 ACRES, MORE OR LESS.



EXPIRES: 9/30/2017



NOTE:
THIS EXHIBIT IS TO BE USED SOLELY AS A REFERENCE TO THE LEGAL DESCRIPTION(S) TO WHICH IT IS ATTACHED.



CITY OF PRESCOTT PUBLIC WORKS EXHIBIT 'B' A.P.N. 800-11-041D	DATE:	2/10/2016
	DRN. BY:	BRF
	PROJ. NO:	2157810-90024
	SHEET NO:	1 OF 1

APN# 800-11-041D AERIAL REFERENCE MAP



COP Parcel for Sale Smoki Museum Parcels