



Invitation for Bids (IFB)
No. 22CM001
for
Sale of City Real Property

Specifications

and

Contract Documents

BID OPENING: February 10, 2022, at 2:00 PM
City of Prescott
City Clerk's Office
201 S. Cortez Street
Prescott, Arizona 86303

This solicitation and all addenda are available on the City of Prescott
website at

<http://www.prescott-az.gov/business/bids/>

Notice Inviting Bids

Sale of City Real Property located at 215 & 223 N. McCormick Street

DESCRIPTION: The property is located at 215 & 223 N. McCormick Street in downtown Prescott. The combined property is .46 acres. There are two buildings located on the property. The larger building on parcel number 113-15-010 is approximately 6,360 square feet and was constructed in 1986. The smaller building on parcel number 113-15-008 is approximately 734 square feet and was constructed in 1955.

OPTIONAL PRE-BID SITE VISIT: January 31, 2022 at 2:00 pm, 215 N. McCormick Street Prescott, AZ 86301.

BID OPENING: Thursday, February 10, 2022 at 2:00pm City Council Chambers 201 S. Cortez Street, Prescott, Arizona 86303

In accordance with local and State law, sealed bids will be received by the Office of the City Clerk at 201 S. Cortez Street, Prescott, Arizona 86303, until 2:00pm on the date specified above, for the services specified herein. Bids will be opened and read aloud at the above noted date, time and location. Any bid received at or after 2:00pm on the referenced date 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 in any contract with the City.

Copies of the Plans, Project Specifications and Contract Documents are available for inspection at the Public Works Department, or may be obtained free of charge on the City's website at <http://www.prescott-az.gov/business-development/purchasing/bid-listings/>.

PUBLISH: January 16, 23, 30, 2022

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SCHEDULE OF EVENTS

Public Notice Provided
January 16, 23, 30 2022

Bid Due
Thursday, February 10, 2022 on or before 2:00 pm (AZ Time)
City Clerk's Office
201 S. Cortez Street
Prescott, AZ 86303

Bid Opening
Thursday, February 10, 2022 at 2:00 pm (AZ Time)
City of Prescott
City Clerk's Office
Council Chambers
201 S. Cortez Street
Prescott, AZ 86303

Optional Property Site Visit
Monday, January 31, 2022 at 2:00pm (AZ Time)
215 N. McCormick Street
Prescott, AZ 86301

Section 1: INTRODUCTION

The City of Prescott, is seeking bids from interested parties to purchase a portion of the City real property APN#s 113-15-010 and 113-15-008, described in Exhibit "A", located in Prescott, AZ. The sale of City Property per Exhibit "A" is being done in accordance with City of Prescott Charter, Article VIII, Section 12 (Sale of City Property).

The City of Prescott shall not be held responsible for any oral instructions. Any changes to this Invitation for Bid will be in the form of a published amendment and posted on the website. The intent of the City is to sell the real property.

All questions regarding this Invitation for Bid must be submitted in writing via e-mail or fax to the Contract Specialist. Information regarding the submittal requirements of this IFB may be obtained through the contact person named herein or the entire bid package can be downloaded at the City of Prescott website at <http://www.prescott-az.gov/business/bids/>.

Carefully read all of the attached documents before offering to purchase:

- Real Estate Purchase Contract
- Title Report and legal description

These parcels are being sold as is, where is, via a Quit Claim Deed. It is your responsibility to do all due diligence, prior to offering to purchase.

To be included in the Bid Packet:

1. Completed Real Estate Purchase Contract.
2. Provide satisfactory evidence of the availability of purchase funds.

SECTION 2: Solicitation Process Requirements

2.1 Communications with the City:

All communications regarding this solicitation must be in writing via e-mail or fax to the Contract Specialist. Unless authorized, no other City official or employee is empowered to speak for the City with respect to this solicitation. Bidders are advised that the City shall not be bound by information, clarifications, or interpretations from other City officials or employees. Bidders are cautioned against contacting any City official or employee other than the Contract Specialist for this solicitation. Failure to observe this requirement may be grounds for rejection of Bidder's bid. The City's Contract Specialist for this solicitation is:

Tyler Goodman
City of Prescott, Deputy City Manager
Phone: 928-777-1340
E-mail: tyler.goodman@prescott-az.gov

2.2 Delivery of Bids:

Sealed bids must be received at the office of the City Clerk no later than the date and time listed in the Schedule of Events. The bids will be opened and read publicly in the Council Chambers at that time.

The bid should be addressed to:
City Clerk's Office
City of Prescott
201 S. Cortez Street
Prescott, AZ 86303

Bidder shall enclose bid (one (1) original and one (1) copy) in a sealed envelope. The envelope should be clearly marked "IFB No. 22CM001 Sale of City Real Property". The envelope should identify the Bidder's name, mailing address, and the time and date of opening. The City shall not consider late bids, e-mailed bids, telegraphic (fax) or telephone bids. Bidder is solely responsible for ensuring that bids are delivered on time. Delays caused by any delivery service, including the U.S. Postal Service, will not be grounds for an extension of the deadline for receipt of bids. Bids received after the deadline will not be considered and returned unopened.

2.3 Rejection of Bids:

The City reserves the right to reject any and all bids and to waive any immaterial defects and irregularities in bids.

(a) The City reserves the right to negotiate price with one or more bidders and to select the bid most advantageous to the City. The City also reserves the right to seek best and final bids from one or more bidders. The City may choose to negotiate or accept any offer based on price and may consider several other factors to determine which offer best meets the City's needs.

2.4 Disposition of Bids:

All materials submitted in response to the solicitation, including samples, shall become the property of the City upon delivery to the City.

2.5 Incorporation of Solicitation and Response in Agreement:

This solicitation, including all attachments and addenda, and all promises, warranties, commitments and representations in the successful bid shall be binding and shall become obligations of the agreement.

2.6 Protests:

Any protest or notice that a bid is non-responsive must be filed by 4:00 p.m. up to ten (10) days after award. All such protests shall be in writing, contain a complete statement of the grounds for protest, and shall be filed with the Contract Specialist via e-mail. Protesting parties must demonstrate as part of their protest that they made every reasonable effort within the schedule and procedures of this solicitation to resolve the basis or bases of their protest during the solicitation process, including asking questions, seeking clarifications, requesting addenda, and otherwise alerting the City to perceived problems so that corrective action could be taken prior to the selection of the Apparent Successful Bidder(s). The City

will not consider any protest based on items which could have been or should have been raised prior to the deadline for submitting questions or requesting addenda. The filing of a protest shall not prevent the City from executing an agreement with any other bidder.

2.7 Bid Submittal:

Bid (one (1) original and one (1) copy) must be sealed, and the envelope must clearly indicate the information as described in Section 2.2. Bidder must fully complete and submit the following documents:

Bid Form A - Solicitation Response Cover Sheet
Bid Form B - Price Sheet

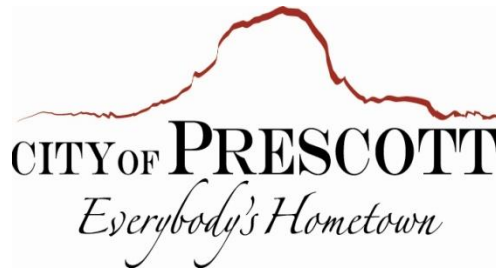
2.8 Term:

The term of the contract shall be complete upon closing of escrow.

SECTION 3: INSTRUCTIONS FOR SUBMITTAL FORMS:

- 3.1 Form A - Solicitation Response Cover Sheet: Bidder shall complete, sign, and submit Form A as the first page of the bid package.
- 3.2 Form B - Price Sheet: Bidder shall certify that its bid will be valid for 120 days after submission. Bidder may be asked to extend this certification. Bidder shall complete, sign, and submit Form B.

Form A – Solicitation Response Cover Sheet



City of Prescott
Solicitation Response

Description of Property:

The property is located at 215 & 223 N. McCormick Street in downtown Prescott. The combined property is .46 acres. There are two buildings located on the property. The larger building on parcel number 113-15-010 is approximately 6,360 square feet and was constructed in 1986. The smaller building on parcel number 113-15-008 is approximately 734 square feet and was constructed in 1955.

Please note all that apply:

- Addenda Number(s) Received (if any)
- Original Forms A through B

Name: _____

Address: _____

E-Mail: _____

Phone: (____) _____

Fax: (____) _____

Contact: _____

Comments: _____

Dated this ____ day of _____ 2022.

Signature

Title

Form B – Price Sheet

Please provide purchase price for the described real property.

Price _____

Provide any other considerations that will need to be evaluated when reviewing this bid (ex. What the property will be used for and how quickly it will be developed). With this form, you may also include building renderings and/or elevations to provide an idea of what the property will look like once redeveloped.

Dated this ____ day of _____ 2022.

Signature

Title



When recorded, mail to:
City of Prescott
City Clerk
201 S Cortez St
Prescott, Az. 86303

CITY OF PRESCOTT
AGREEMENT FOR SALE OF CITY REAL PROPERTY

KNOW ALL MEN BY THESE PRESENTS:

THIS AGREEMENT, dated this day of _____, _____, 2022, by and between the **CITY OF PRESCOTT**, an Arizona municipality (hereinafter referred to as "City"), and _____, residing at _____, _____, _____ (hereinafter referred to as "Buyer").

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) City agrees to sell and convey to the Buyer, and Buyer agrees to purchase from the City, the real property described in Exhibit "A".
- 2) The total purchase price for the real property is _____ and [no]/100 dollars (\$_____.00), payable upon the close of escrow.
- 3) The City warrants that the City is the owner of a good and fee simple title to the property herein sold, free and clear of all liens and encumbrances.
- 4) In order to effectuate the terms of this Agreement, the City and Buyer shall promptly execute and deliver any and all documents required by the Title/Escrow Company.
- 5) The closing of escrow shall be at a Title Company designated by the City not more than 60 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 City. The Buyer shall pay all Title, Escrow, recording, and transfer taxes and fees, and any and all closing costs not hereinbefore specified.
- 6) Buyer purchases the property "as-is", "where-is", and with all faults.
- 7) City makes no representation as to the environmental condition of the property.
- 8) Title to the real property shall be conveyed from the City to the Buyer by a Quit Claim Deed.

- 9) Buyer understands that the foregoing sets forth the entire agreement between the parties and that no agent or representative of Buyer has any authority to change or modify this agreement in any manner, or to make any agreement or representation on behalf of the Buyer not set forth herein.
- 10) Pursuant to A.R.S. §38-511, the City 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 City 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 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 from any other party to the contract, arising as a result of this contract.
- 11) This Agreement is subject to the approval by the Prescott City Council by an Ordinance authorizing the sale of the real property contemplated herein.
- 12) All notices to the City shall be sent to: City of Prescott, c/o City Clerk, 201 S Cortez St, Prescott, Arizona 86303.
- 13) All notices to the Buyer shall be sent to: _____, _____
_____, _____.

DATED THIS ____ Day of _____, 20____.

Buyer: _____

By: _____

Printed Name _____

State of Arizona)
) ss.
)

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by _____, personally known to me or proven to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executes it.

[Seal]

Signature _____

My commission expires:

Buyer: _____

By: _____

Printed Name _____

State of Arizona)
) ss.
)

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by _____, personally known to me or proven to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executes it.

[Seal]

Signature _____

My commission expires:

City: CITY OF PRESCOTT, an Arizona municipality

By: _____
 PHILIP R. GOODE, Mayor

ATTEST:

APPROVED AS TO FORM:

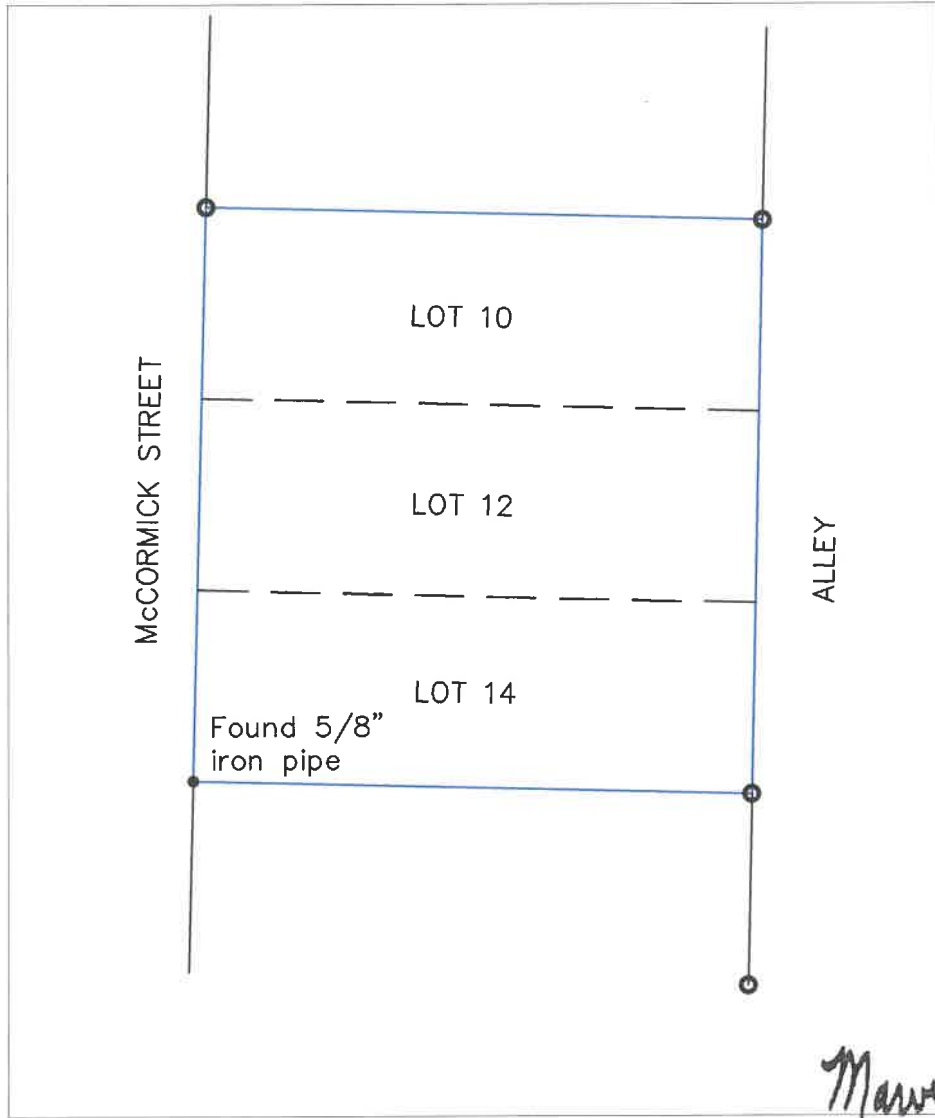
SARAH SIEP
City Clerk

MATTHEW PODRACKY
Interim City Attorney

EXHIBIT "A"

[Legal Description, Title Report]
See Following Pages

C:\USERS\MARVIN.LOVLEIN\DOCUMENTS\DRAWINGS\APN 113-15-010 & 113-15-008\PROJECTS MAP.DWG



Marvin G. Lovlein



- DENOTES FOUND 1/2" REBAR WITH YELLOW PLASTIC CAP STAMPED RLS 13941

LEGAL DESCRIPTION:

LOTS 10, 12, AND 14, BLOCK A, CITY OF PRESCOTT, ACCORDING TO THE PLAT OF RECORD, IN THE OFFICE OF THE COUNTY RECORDER OF YAVAPAI COUNTY, ARIZONA, IN BOOK 4 OF MAPS, PAGE 22.



CITY OF PRESCOTT PUBLIC WORKS

DATE: 7/28/2021

EXHIBIT 'A'

DRN. BY: MGL

APN NO. 113-15-010 & 113-15-008

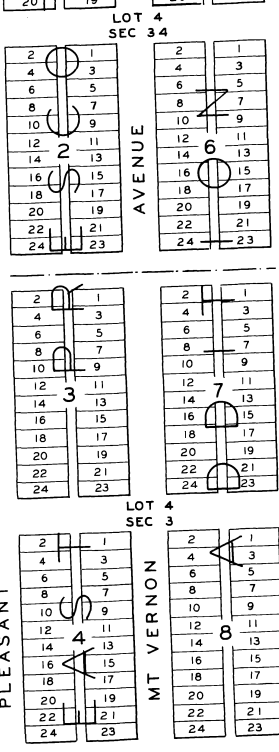
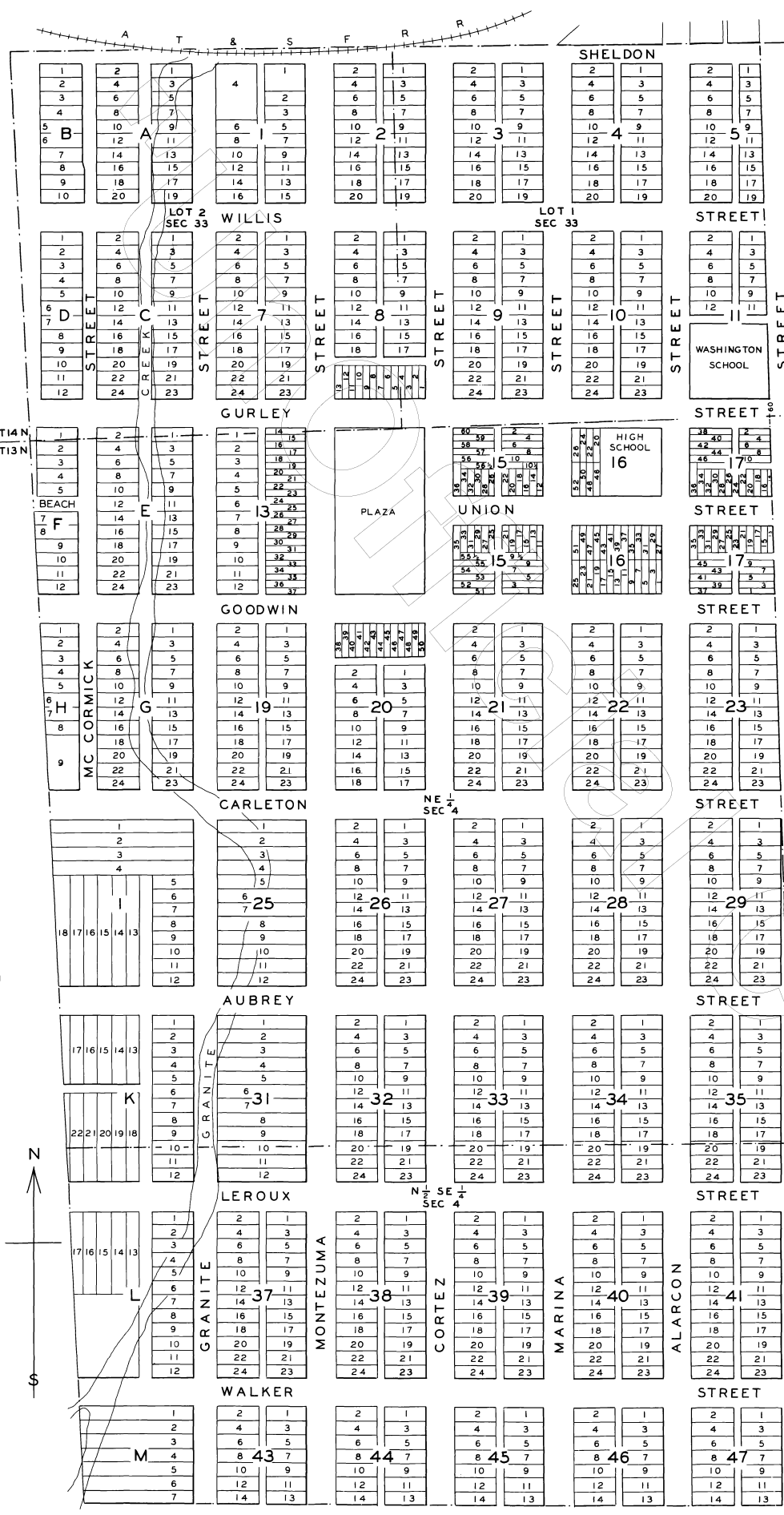
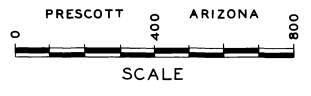
REV: 1

#215 McCormick Street

SHEET NO: 1 OF 1

CITY OF PRESCOTT

MAP SHOWING ORIGINAL TOWNSITE AND EAST PRESCOTT ADDITION



APPROVAL AND DEDICATION

STATE OF ARIZONA,
COUNTY OF YAVAPAI.
BY ORDER OF THE MAYOR AND COMMON COUNCIL OF THE CITY OF PRESCOTT, ARIZONA, DATED SEPTEMBER 19, 1938, THIS MAP IS HEREBY APPROVED AND DESIGNATED AS THE OFFICIAL MAP OF SAID CITY AND THE GROUND COVERED BY THE STREETS AND ALLEYS THEREON DELINEATED IS HEREBY RESERVED AND DEDICATED TO THE USE OF THE PUBLIC BY THE CITY OF PRESCOTT FOR AND ON ITS BEHALF AND FOR AND ON BEHALF OF THE OWNERS OF THE LOTS THEREON DELINEATED WHO TOGETHER ARE THE OWNERS OF THE LAND THEREBY PLATTED.

DATED AT PRESCOTT, ARIZONA, THIS 22ND DAY OF SEPTEMBER, 1938.
With Timmerhoff
MAYOR
ATTEST: *Grace Chapman*
CLERK

THE FOREGOING WAS ACKNOWLEDGED BEFORE ME THIS 22ND DAY OF SEPTEMBER, 1938, BY W. H. TIMERHOFF AND P. H. MILLER AS MAYOR AND CLERK RESPECTIVELY OF THE CITY OF PRESCOTT, ARIZONA. MY COMMISSION EXPIRES JUNE 18, 1940.

Alfred B. Carr
NOTARY PUBLIC

FILED AND RECORDED AT REQUEST OF CITY OF PRESCOTT, SEPTEMBER 23, A. D., 1938, AT 9:30 O'CLOCK A. M., BOOK OF MAPS AND PLATS, PAGE 22, RECORDS OF YAVAPAI COUNTY, ARIZONA.
GRACE CHAPMAN
COUNTY RECORDER
BY *J. C. Munn*
DEPUTY RECORDER

CERTIFICATE OF ENGINEER

STATE OF ARIZONA,
COUNTY OF YAVAPAI.
ARTHUR J. KLINE, BEING FIRST DULY SWORN, DEPOSES AND CERTIFIES: THAT I AM A GRADUATE, REGISTERED CIVIL ENGINEER, GRADUATED IN 1915, AND REGISTERED SINCE REQUIRED IN ARIZONA; THAT IN 1920 WHILE CITY ENGINEER OF THE CITY OF PRESCOTT, ARIZONA, I SURVEYED BY FR. LOTS 1 AND 2, OF SEC. 33, T. 14 N., R. 2 W., AND NE 1/4 AND NE 1/4 OF SEC. 4, T. 13 N., R. 2 W., COVERED BY THE CITY OF PRESCOTT, AND THE PART OF FR. LOT 4 OF SEC. 34, AND LOT 4 SEC 3, COVERED BY EAST PRESCOTT ADDITION; ALL IN YAVAPAI COUNTY, ARIZONA, ACTUALLY SURVEYING ALL THE LOTS AND BLOCKS, STREETS AND ALLEYS, SITUATE WITHIN THESE AREAS AS THE SAME THEN WERE AND NOW ARE LAID OUT ON THE GROUND; AND THAT THIS MAP ACCURATELY REPRESENTS THE LOTS AND BLOCKS, STREETS AND ALLEYS, WITHIN SAID AREAS AS LAID OUT ON THE GROUND.
THAT THIS MAP ACCURATELY REPRESENTS THE LOTS AND BLOCKS, STREETS AND ALLEYS WITHIN SAID AREAS AS DELINEATED ON THE MAP OF THE TOWN OF PRESCOTT, ARIZONA, AS SURVEYED BY R. GROOM, DATED 1884, AND DESIGNATING THE LANDS AS "SOLD UNDER THE ACT OF CONGRESS ENTITLED 'AN ACT FOR INCREASING THE REVENUE BY RESERVATION AND SALE OF TOWNSITES ON PUBLIC LANDS' APPROVED MARCH 3, A.D., 1863, AND SIGNED VAN SMITH, HEZEKIAH BROOKS, R. W. GROOM, COMMISSIONERS", EXCEPT THAT THE FOLLOWING CHANGES HAVE BEEN MADE SINCE THE MAP OF 1884:
1. THE WEST LINE OF CORONADO STREET NOT COINCIDING WITH THE SECTION LINE, A LONG-NARROW WEDGE WITH ITS POINT AT CARLETON STREET WAS CUT OFF THE EASTERN SIDES OF BLOCKS 5, 11, 17, AND 23.
2. THE LAND PATENTED FOR THE USE OF THE CITY EXTENDING OVER AND TO THE WEST OF GRANITE CREEK WAS SURVEYED AND SUBDIVIDED AS BLOCKS LETTERED "A" TO "M", INCLUSIVE.
3. THE ALLEY IN BLOCK 15 WAS OPENED THROUGH LOTS 23 AND 24, PORTIONS OF THE EAST AND WEST ALLEYS IN SAID BLOCK WERE CLOSED, AND HAVE BEEN NUMBERED LOTS 9 1/2, 10 1/2, 55 1/2 AND 56 1/2.
4. UNION STREET WAS EXTENDED EAST THROUGH BLOCK 16, AND THE REMAINDER OF SAID BLOCK SUBDIVIDED.
5. CORTES STREET WAS CHANGED TO CORTAZ STREET; CORONADO STREET WAS CHANGED TO PLEASANT STREET; WHIPPLE STREET WAS CHANGED TO MT. VERNON AVENUE; LIBERTY STREET WAS CHANGED TO UNION STREET; AUBRY STREET WAS CHANGED TO AUBREY STREET; AND LOUNT STREET AND THAT THIS MAP ACCURATELY REPRESENTS THE LOTS AND BLOCKS, STREETS AND ALLEYS, WITHIN SAID AREAS AS DELINEATED ON THE MAP OF 1872, PREPARED BY COMMISSIONERS APPOINTED BY HENRY W. FLEURY, PROBATE JUDGE, ACCORDING TO A SURVEY MADE BY R. W. GROOM, BY REFERENCE TO WHICH CONVEYANCES WERE MADE BY JUDGE FLEURY, AS TRUSTEE, TO THE ORIGINAL OCCUPANTS OF THE LOTS OF THE TOWNSITE, WITH THE FOLLOWING EXCEPTIONS:
1. THE ALLEY IN BLOCK 15 WAS OPENED THROUGH LOTS 23 AND 24, AND PORTIONS OF THE EAST AND WEST ALLEYS IN SAID BLOCK CLOSED, AND HAVE BEEN NUMBERED LOTS 9 1/2, 10 1/2, 55 1/2 AND 56 1/2.
2. UNION STREET WAS EXTENDED EAST THROUGH BLOCK 16, AND THE REMAINDER OF SAID BLOCK SUBDIVIDED.
3. LIBERTY STREET WAS CHANGED TO UNION STREET.
4. GOODWIN STREET WAS EXTENDED WEST BETWEEN BLOCKS F AND H.
5. LOT 6 BLOCK F IS NOW BEACH PLACE.
6. THE EAST 150 FEET OF BLOCKS A, C, E, G, I, K, L AND M WERE MOVED EAST 20 FEET, REDUCING GRANITE STREET TO 80 FEET IN WIDTH, AND MAKING THE ALLEY IN SAID BLOCKS 45 FEET IN WIDTH.
7. THE EAST PRESCOTT ADDITION HAS BEEN PLACED IN ITS PROPER PLACE IN RELATION TO THE CITY OF PRESCOTT.
DATED AT PRESCOTT, ARIZONA, THIS 22ND DAY OF SEPTEMBER, 1938.

SUBSCRIBED AND SWORN TO BEFORE ME THIS 22 DAY OF SEPTEMBER, 1938.
Arthur J. Kline
MAYOR
MY COMMISSION EXPIRES JUNE 18, 1940.
Alfred B. Carr
NOTARY PUBLIC



Recorded at the request of:

Yavapai Title Agency

and when recorded, return to:

City of Prescott
c/o City Attorney
201 South Cortez Street
Prescott, Arizona 86303

WARRANTY DEED

For the consideration of TEN DOLLARS (\$10.00), and other valuable considerations, The Pulmonary Foundation, an Arizona nonprofit corporation (the "Grantor"), hereby grants and conveys to the City of Prescott, an Arizona municipal corporation (the "Grantee"), the following described real property situated in Yavapai County, Arizona (the "Property"), to-wit:

Lots 1, 3, 5, 10, 12 and 14, Block A, CITY OF PRESCOTT, according to the plat of record in the office of the County Recorder of Yavapai County, Arizona, in Book 4 of Maps, page 22.

EXCEPTING therefrom the South 30 feet of the East 72.24 feet of said Lot 3 and the East half of said Lot 5.

TOGETHER with all improvements situate thereon and all easements and rights appurtenant thereto.

SUBJECT TO current taxes and assessments, reservations or exceptions in governmental patents to the Property or in Acts authorizing the issuance thereof, easements, obligations, covenants, conditions and restrictions as may appear of record or as may be disclosed upon an inspection of the Property.

NO TRANSFER FEE NECESSARY
EXEMPT UNDER A.R.S. §11-1134(A)(3)



Grantor warrants the title against all persons whomsoever, subject to the matters above set forth.

This conveyance is made on the following conditions subsequent:

1. The Grantee shall not transfer or convey any interest in the Property to any other party whatsoever within ten (10) years after this Deed is recorded in the office of the Yavapai County Recorder.

2. For a period of ten (10) years after this Deed is recorded in the office of the Yavapai County Recorder, the Property shall be used for fire department related purposes only which will allow fire qualification and related education and training to members of the Prescott Fire Department, members of outside agencies and/or other individuals as allowed by the Grantee acting through its fire department.

In the event of any violation or nonobservance of the foregoing conditions subsequent 1 or 2, Grantor, its successors and assigns, shall have the right to terminate the estate herein granted and to reenter and retake possession of the Property. Prior to such reentry and retaking of the Property, Grantor shall provide Grantee with a 30 (thirty) day written notice of default, and Grantee shall have the right to cure such default within such 30 (thirty) day period. Grantor will take no action to effect a termination of Grantee's interest in the Property by reason of any default without first giving written notice to Grantee of such default and allowing a reasonable time for Grantee within which to cure such default if the default is one which can be cured with the exercise of reasonable diligence by Grantee. In the event that the Grantee shall timely remedy the default, it shall be deemed cured. The Grantor shall not, in the event of a cure, be entitled to reenter and retake possession of the Property and terminate the estate of the Grantee.

The foregoing conditions subsequent and other terms and covenants relating thereto shall run with the land and shall be binding upon Grantee, its successors and assigns. The power of termination shall not be transferrable or assignable by Grantor.

DATED this 20 day of October, 2011.

THE PULMONARY FOUNDATION,
an Arizona nonprofit corporation

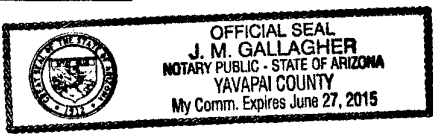
By Howard M. Kravetz
Howard M. Kravetz, Its President

STATE OF ARIZONA)
) ss:
County of Yavapai)

The foregoing instrument was acknowledged before me this 20 day of October, 2011, by Howard M. Kravetz, President, on behalf of The Pulmonary Foundation, an Arizona nonprofit corporation.

J. M. Gallagher
Notary Public

My commission expires:
6-27-15

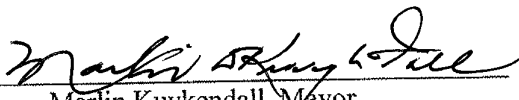


ACCEPTANCE AND APPROVAL

The Grantee, the City of Prescott, an Arizona municipal corporation, accepts the foregoing Warranty Deed and approves the terms and conditions set forth therein.


DATED this 20 day of October, 2011.

CITY OF PRESCOTT, an Arizona municipal corporation

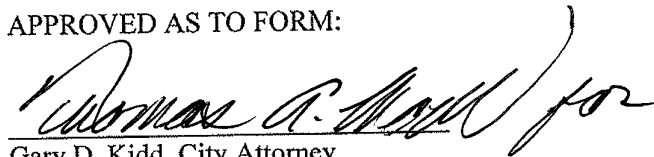
By 
Marlin Kuykendall, Mayor

SEAL

ATTEST:


Liz Burke, City Clerk

APPROVED AS TO FORM:


Gary D. Kidd, City Attorney

AFFIDAVIT OF



1. ASSESSOR'S PARCEL IDENTIFICATION NUMBER(s)
Primary Parcel: 113-15-010 9
BOOK MAP PARCEL SPLIT LETTER
Does this sale include any parcels that are being split / divided?
Check one: Yes [] No [x]
How many parcels, other than the Primary Parcel, are included in this sale?
Please list the additional parcels below (no more than four):
(1) 113-15-008 4 (3) 113-15-005 5
(2) 113-15-001 3 (4)

(a) County of Recordation:
(b) Docket & Page Number:
(c) Date of Recording:
(d) Fee/Recording Number:
Validation Codes:
(e) ASSESSOR (f) DOR
ASSESSOR'S USE ONLY
Verify Primary Parcel in Item 1:
Use Code: Full Cash Value: \$

2. SELLER'S NAME AND ADDRESS
The Pulmonary Foundation
1150 Smoki Avenue
Prescott, AZ 86303
3. (a) BUYER'S NAME AND ADDRESS:
City of Prescott
201 South Cortez Street
Prescott, AZ 86303
(b) Are the Buyer and Seller related? Yes No [x]
If Yes, state relationship:

10. TYPE OF DEED OR INSTRUMENT (Check Only One Box):
a. [x] Warranty Deed d. [] Contract or Agreement
b. [] Special Warranty Deed e. [] Quit Claim Deed
c. [] Joint Tenancy Deed f. [] Other:

4. ADDRESS OF PROPERTY:
215 North McCormick Street, Prescott, AZ 86301
5. MAIL TAX BILL TO:
City of Prescott
201 South Cortez Street
Prescott, AZ 86303

11. SALE PRICE: \$ 736,000.00
12. DATE OF SALE (Numeric Digits): 10 / 2011
Month Year
(For example: 03 / 05 for March 2005)

6. PROPERTY TYPE (for Primary Parcel): NOTE: Check Only One Box
a. [] Vacant Land f. [x] Commercial or Industrial Use
b. [] Single Family Residence g. [] Agriculture
c. [] Condo or Townhouse h. [] Mobile or Manufactured Home
d. [] 2-4 Plex i. [] Other Use; Specify:
e. [] Apartment Building

13. DOWN PAYMENT: \$
14. METHOD OF FINANCING:
a. [] Cash (100% of Sale Price) (1) [] Conventional
b. [] Exchange or Trade (2) [] VA
c. [] Assumption of existing loans (3) [] FHA
d. [] Seller Loan (Carryback) Gift to City of Prescott
e. [] New loan(s) from financial institution:

7. RESIDENTIAL BUYER'S USE: If you checked b, c, d or h in Item 6 above, please check one of the following:
[] To be occupied by owner or "family member." [] To be rented to someone Other than "family member."
See reverse side for definition of a "family member."

15. PERSONAL PROPERTY (see reverse side for definition):
(a) Did the Sale Price in Item #11 include Personal Property that impacted the Sale Price by 5% or more? Yes No [x]
(b) If Yes, provide the dollar amount of the Personal Property:
\$ 00 AND
briefly describe the Personal Property:

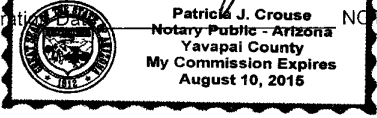
8. NUMBER OF UNITS:
For Apartment Properties, Motels, Hotels, Mobile Home Parks, RV Parks, Mini-Storage Properties, etc.

16. PARTIAL INTEREST: If only a partial ownership interest is being sold, Briefly describe the partial interest:
17. PARTY COMPLETING AFFIDAVIT (Name, Address, Phone):
Yavapai Title Agency, Inc.
1235 East Gurley St., Prescott, AZ 86301
Phone (928) 776-7070
18. LEGAL DESCRIPTION (attach copy if necessary)
See Exhibit A attached hereto and made a part hereof.

THE UNDERSIGNED BEING DULY SWORN, ON OATH, SAYS THAT THE FOREGOING INFORMATION IS A TRUE AND CORRECT STATEMENT OF THE FACTS PERTAINING TO THE TRANSFER OF THE ABOVE DESCRIBED PROPERTY

Signature of Seller/Agent: Howard M. Kravetz MD
State of Arizona, County of Yavapai
Subscribed and sworn to before me this 20 day of Oct, 2011
Notary Public: J.M. Gallagher
Notary Expiration Date: 6-27-15 NOTARY SEAL HERE

Signature of Buyer/Agent:
State of Arizona, County of Yavapai
Subscribed and sworn to before me this 20 day of Oct, 2011
Notary Public: Patricia J. Crouse
Notary Expiration Date: NOTARY SEAL HERE





Lots 1, 3, 5, 10, 12 and 14, Block A, CITY OF PRESCOTT, according to the plat of record in the office of the County Recorder of Yavapai County, Arizona, in Book 4 of Maps, Page 22.

EXCEPTING THEREFROM the South 30 feet of the East 72.24 feet of said Lot 3 and the East Half of said Lot 5.



Instrument # 750
Recorded Office Records of Yavapai County, Arizona JAN 8 '85 -4 40 PM

at the request of Leo D. Scott

PATSY C. JENNEY, County Recorder
Deputy Lorraine Vols

Pgs. 7 5

EASEMENT

RUSH

PARTIES:

GRANTOR: The Dalke Partnership (Dorothy Dalke, ^{NO}~~a widow~~, and Vincent V. Dalke)

GRANTEE: Leo D. Scott and Lorraine A. Scott, Trustees of the Revocable Trust dated June 14, 1984

EFFECTIVE DATE: December 28, 1984

CA
18

RECITALS:

1. The Grantor is the owner of certain real property described in Exhibit "A" to this easement.
2. Grantee is the owner of real property lying northerly of Grantor's land and is in need of an easement to provide for parking and ingress and egress to its property.
3. Grantee is willing to give Grantor an easement across Grantee's property for the mutual considerations exchanged herein including an easement granted by Grantee to Grantor for parking and ingress and egress all of which will be further agreed to by the parties in a separate easement agreement.
4. Grantor owns the real estate situated in Yavapai County, Arizona, described in Exhibit "A" attached hereto.
5. Grantee owns the real estate situated in Yavapai County, State of Arizona described in Exhibit "B" attached hereto.
6. The legal description of the easement granted by Grantor to Grantee is attached hereto and marked Exhibit "C".

COVENANTS:

For valuable consideration of Ten (\$10.00) Dollars and other valuable consideration from Grantor Dalke to Grantee Scott, the parties do hereby agree as follows:

500-1690 PAGE 897

357 RV-1

1. Grant of Easement.

Grantor Dalke agrees to grant and convey in perpetuity to Grantee Scott, their heirs, successors or assigns, a non exclusive easement for ingress and egress and for parking purposes specifically described in Exhibit "C" attached hereto and incorporated by reference across the property owned by Grantor Dalke as described in Exhibit "A" attached hereto.

2. Easement to Run with the Land.

This easement shall run with the land and shall be binding upon and inure to the benefit of the parties hereto, their heirs, successors, invitees, tenants and assigns forever. This easement shall be appurtenant to and shall at all times run with the title to Grantee's land described in Exhibit "B" attached hereto.

3. Recording of Easement

This easement shall be recorded at the office of the County Recorder of Yavapai County, Arizona. The cost of such recording shall be borne by Grantees Scott.

4. Maintenance and Repairs

Grantor and Grantee agree that each shall pay 1/2 of the annual landscaping, sign repair, maintenance of the easement expenses. In the event Grantor and Grantee cannot agree upon what maintenance and repairs are necessary, each party shall appoint one individual who shall be a qualified architect, contractor or engineer. The parties will initiate the procedure by sending each other written notice of the appointment of their representatives. The representatives of the Grantor and Grantee shall meet and render a decision within 30 days from the date the first representative gives notice of appointment which was mailed to the other party.

BOOK 1590 PAGE 898

357 RV-2

If one party does not promptly appoint his representative, then the representative of the party who has appointed him shall proceed on his own and render a decision within 30 days of the date the notice of his appointment was sent to the other party. In the event that the two representatives meet and they are unable to agree upon what maintenance and repairs need to be done on the easement, then the two representatives shall appoint a third representative who will render a decision on the expenses and repairs in writing 30 days after his appointment. This appointment shall be binding upon the parties and the parties agree that the decision may be enforced by a court of competent jurisdiction by the rendering of a judgment for the expenses against the party who refuses to pay his share of said expenses. Each party shall pay the fees, if any, of the representative he appoints and if a third representative need be appointed, each party agrees to pay 1/2 of his fees.

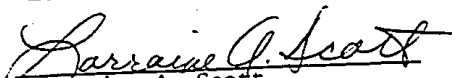
5. Time is of the Essence.

Time is of the essence of this agreement herein contained.

IN WITNESS WHEREOF, this easement has been executed in three counterparts, each to be considered an original as of the day and year first above written.

Leo D. Scott and Lorraine A. Scott,
Trustees of the Revocable Trust
dated June 14, 1984


Leo D. Scott


Lorraine A. Scott

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The Dalke Partnership

Dorothy Dalke
Dorothy Dalke

Vincent V. Dalke
Vincent V. Dalke

State of Arizona
County of Yavapai

SEAL

The foregoing instrument was acknowledged before me this 15
day of November, 1984 by Leo D. Scott and Lorraine A. Scott
as Trustees of the Revocable Trust dated June 14, 1984.

[Signature]
Notary Public

My Commission expires: 1985

State of Arizona
County of Yavapai

The foregoing instrument was acknowledged before me this 27
day of NOVEMBER, 1984 by Vincent V. Dalke for The Dalke Partnership.

Kathleen S. Pate
Notary Public

SEAL

My Commission expires: My Commission Expires July 28, 1985

State of ARIZONA
County of YAVAPAI

The foregoing instrument was acknowledged before me this 28
day of December, 1984 by Dorothy Dalke for The Dalke
Partnership.

Kathleen S. Pate
Notary Public

SEAL

My Commission expires:
My Commission Expires July 28, 1986

300-1680 PAGE 900

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Exhibit "A"

Land of The Dalke Partnership

The following described property situated in the State
of Arizona, County of Yavapai:

The West Half of Lot Ten (10), the West Half of Lot Twelve (12),
and all of Lot Fourteen (14), Block "A", ORIGINAL TOWNSITE OF
THE CITY OF PRESCOTT, according to the plat of record in the office
of the Yavapai County Recorder in Book 4 of Maps, page 22.

Exhibit "A" to Dalke-Scott easement

300-1680 PAGE 901

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Exhibit "B"

Land of Leo D. Scott and Lorraine A. Scott, Trustees
of the Revocable Trust dated June 14, 1984

The following described property situated in the State
of Arizona, County of Yavapai:
Lot 8, Block A, City of Prescott, according to the plat
of record in the office of the Yavapai County Recorder
in Book 4 of Maps, page 22.
Together with all improvements thereon

Exhibit "B" to Dalke-Scott easement

BOOK 1690 PAGE 902

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LEGAL DESCRIPTION OF EASEMENT
FROM DALKE TO SCOTT

Being a non-exclusive easement over the following described portion of the West one-half of Lot 10, Block "A" of the Original Townsite of Prescott, situate in Yavapai County, Arizona, more particularly described as follows:

Beginning at the North west corner of said Lot 10,

Thence, Easterly along the North property line of said Lot 10, distant 52.00 feet, to the TRUE POINT OF BEGINNING of this description,

Thence, continuing Easterly along the North property line of said Lot 10 to the North east corner of the said West one-half of Lot 10,

Thence, Southerly, along the East property line of the said West one-half of Lot 10, distant 20.00 feet,

Thence, Westerly along a line parallel with the said North property line of said Lot 10, distant 20.45 feet, more or less,

Thence Northerly along a line perpendicular to the said North property line of said Lot 10, distant 20.00 feet, more or less, to the TRUE POINT OF BEGINNING,

This herein described non-exclusive easement shall run with the said West one-half of Lot 10 or any physical improvements situate thereon for now and hereafter.

Exhibit "C" - of easement from Dalke to Scott

800-1680 PAGE 903

357 RV-3