



NORTHLAND PIONEER COLLEGE

District Office: 103 First Avenue at Hopi Drive
Mailing Address: P.O. Box 610, Holbrook, AZ 86025
Telephone: (520) 524-1993 Telefax: (520) 524-1997

November 12, 1998

Mr. Roy Hunt
City Manager
City of Holbrook
P O Box 970
Holbrook, AZ 86025

Dear Mr. Hunt:

Attached are two signed copies of the Holbrook Agreement for Sale of Real Property (also known as the Air Force Recreation Building site) between the City of Holbrook and Northland Pioneer College, along with the \$10 check as consideration. As you might recall, the District Governing Board approved the purchase of this property at their August 11 Board meeting, pending an acceptable outcome of the Phase I Environmental Survey and approval by the State Board of Directors. The survey has been completed, and you will note that our legal counsel has already signed his approval as to form. The remaining detail is the review and approval by the State Board, after your portion is fully executed. Please return one original signed copy to us at that time.

The Board again expresses its deepest appreciation and is looking forward with great anticipation to the development and use of this property for the students and citizens of Holbrook. Please advise if there is any other action required on our part. Thank you.

Sincerely,

Anne M. Abbey
Recording Secretary to the
Navajo County Community College
District Governing Board

/Enclosures (3)

cc: Mayor Claudia Maestas and Holbrook City Council Members
President Gary L. Passer (w/Enc.)
District Governing Board members
Bruce Klewer, Vice President for Admin. Services (w/Enc.)
Rand Henderson, Navajo County Attorney's Office (w/Enc.)

AGREEMENT FOR SALE OF REAL PROPERTY

DATE: The effective date of this Agreement shall be the _____ day of _____, 1998.

PLACE: Holbrook, Arizona

PARTIES: CITY OF HOLBROOK, hereinafter referred to as "Seller"; Navajo County Community College District also known as NORTHLAND PIONEER COLLEGE hereinafter referred to as "Buyer".

PURPOSE: To set forth the rights, responsibilities, and duties of the parties in connection with the purchase and sale of certain real property in Holbrook, Arizona, legally described on Exhibit "A" attached hereto and incorporated herein by reference.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **Purchase and Sale.** Buyer agrees to buy and Seller hereby agrees to sell to Buyer or Buyer's designee the property which is generally described and known as the Air Force Recreation Building site, more particularly described in Exhibit "A" attached hereto and made a part hereof, hereinafter referred to in this Agreement as the "subject property", all in accordance with the terms and conditions herein described.
2. **Purchase Price.** The purchase price to be paid for the subject property is \$10.00, and other valuable consideration, payable according to the terms of payment listed herein.
3. **Conditions Precedent to Close.** Prior to close of escrow a preliminary title report relating to the subject property will have been issued by First American Title Agency in a form which shows there are to be no exceptions to be contained therein other than the standard or usual exceptions, reservations, taxes, assessments, and easements for utilities, rights-of-way, and drainage easements common to that area, and which would not impair the ability of the Buyer to use the

property.

4. Documents. The Buyer shall deposit in escrow all funds and other documents required prior to the close of escrow which are necessary to comply with the terms and conditions of this Agreement.

5. Closing. Escrow shall close on or before the ____ day of _____, 1998.

6. Escrow. Either prior to or within five (5) days following the execution of this Agreement, the parties shall cause an escrow to be opened at First American Title Insurance Agency for the purpose of carrying out the provisions of this Agreement.

6.1 Each party agrees to execute escrow instructions and any further instruments which may be necessary to consummate the transaction and effectively convey and assign the subject project from the Seller to the Buyer, and to deposit into escrow all sums and documents which the escrow instructions shall call for, then to deposit from time to time.

6.2 The following documents shall be deposited into escrow on or before closing:

- (a) A Warranty Deed to the parcel of property being purchased, duly executed, acknowledged, and recordable, in recordable form sufficient to convey the fee title to the subject property, in the form attached hereto as Exhibit "B".
- (b) A standard owner's policy of title insurance issued by First American Title Insurance Agency in the amount of the total purchase price, insuring the title of the Buyer to the parcel of the subject property being purchased, subject to the exceptions as set forth in Paragraph 3 above, or as approved by Buyer.

6.3 Buyer and Seller shall pay the portion of escrow costs and charges which are customarily charged to Buyer and Seller, respectively, under the existing escrow practices in Navajo County.

6.4 The parties hereto do not intend that either the escrow instructions or the acts or actions of either of the parties in executing the same shall supersede or be construed as superseding this Agreement; but such escrow instructions shall be deemed as merely supplemental to this Agreement as a means of carrying out and consummating the contract provided for in this Agreement.

7. Passage of Title. The parties do not intend that title to any of the property which is the subject of this Agreement shall pass from Seller to Buyer or that the title to funds to be deposited in escrow pursuant to this Agreement shall pass from Buyer to Seller until the close of escrow.

8. Reverter. If at any time the Buyer does not use the property as a campus for Northland Pioneer College, the property shall revert to the Seller. If the Buyer ever decides to sell the property, then the property shall revert to the Seller.

9. Mutual Cooperation. Each party covenants and agrees that it will cooperate reasonably with the other party to carry out this Agreement.

10. Utilities. Buyer shall be responsible for all utilities and taxes, if any, after the close of escrow.

11. Entire Contract. This Agreement shall constitute the entire contract between the parties and may not be modified except by an instrument in writing, signed by each of them.

12. Construction. This contract shall be construed in accordance with the laws of the State of Arizona. This contract was drafted by Seller as a matter of convenience only and shall be

construed for or against either party on that account.

13. Notices. Any notices required to be given to Seller or Buyer under the terms of this Agreement shall be deemed given five (5) days after mailed by certified mail, postage prepaid, addressed to the appropriate party at their respective addresses:

If to Seller: CITY OF HOLBROOK
 Attention: Roy Hunt, City Manager
 P. O. Box 970
 Holbrook, AZ 86025

If to Buyer: NORTHLAND PIONEER COLLEGE
 Attention: President
 PO Box 610
 Holbrook, AZ 86025

14. Time is of the Essence. The parties acknowledge that the closing dates of escrow are important and agree that time shall be of the essence of the Agreement with reference to such closing date.

15. Inconsistency. In the event of any inconsistency between this Agreement and the escrow instructions, this Agreement shall govern.

16. Attorney's Fees. If any action is brought by either party in respect of its rights under this Agreement or the closing documents, the prevailing party shall be entitled to reasonable attorneys' fees and court costs.


IN WITNESS WHEREOF, the parties hereunto have signed this agreement the day and year

first above written.

BUYER:

NORTHLAND PIONEER COLLEGE

BY


Neal Thompson, President

SELLER:

THE CITY OF HOLBROOK

BY

Claudia Maestas, Mayor

ATTEST:


Anne Abbey, Clerk

APPROVED AS TO FORM:


D. Rand Henderson, Attorney

ATTEST:

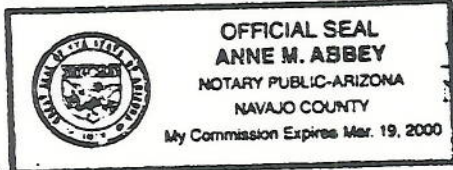
Fern Larson, City Clerk

APPROVED AS TO FORM:

F. Morgan Brown, City Attorney

STATE OF ARIZONA)
) ss
COUNTY OF Navajo)

Subscribed and sworn to before me this 11th day of August, 1998, by Neal Thompson, President of the Board of Directors of NORTHLAND PIONEER COLLEGE.



Anne M. Asbey
Notary Public

My Commission Expires: _____

STATE OF ARIZONA)
) ss
COUNTY OF Navajo)

Subscribed and sworn to before me this _____ day of _____, 1998, by Claudia Maestas, Mayor, on behalf of THE CITY OF HOLBROOK.

Notary Public

My Commission Expires: _____

EXHIBIT "A"

That part of Section 29, Township 18 North, Range 21 East, Gila and Salt River Meridian, City of Hoibrook, Navajo County, Arizona, described as follows:

Commencing at the Southwest corner, a found PK Nail in pavement, of said Section 29; Thence North $00^{\circ} 02' 22''$ West, along the South half of the West Section Line, of said Section 29, a distance of 2230.93 feet; Thence South $39^{\circ} 21' 10''$ East, a distance of 53.23 feet to a 5/8" Rebar with Aluminum Cap marked L.S. 16165 and the Northeast intersection of the Right-of-Ways of Mission Lane and West Carlos Drive; Thence South $50^{\circ} 12' 18''$ East a distance of 100.05 feet along the Northeasterly Right-of-Way line of West Carlos Drive to a 5/8" Rebar with Aluminum Cap marked L.S. 16165; Thence North $39^{\circ} 43' 59''$ East a distance of 200.06 feet to a 5/8" Rebar with Aluminum Cap marked L.S. 16165; Thence South $50^{\circ} 12' 14''$ East a distance of 100.09 feet to a 5/8" Rebar marked L.S. 2785 and the TRUE POINT OF BEGINNING;

Thence North $39^{\circ} 49' 52''$ East, a distance of 382.95 feet;

Thence South $47^{\circ} 05' 22''$ East, a distance of 659.07 feet;

Thence North $41^{\circ} 56' 47''$ East, a distance of 601.64 feet to a 5/8" Rebar with Aluminum Cap marked L.S. 16165;

Thence South $50^{\circ} 15' 58''$ East, a distance of 452.92 feet along the Southwesterly Right-of-Way line of Hutchinson Drive to a 5/8" Rebar marked L.S. 22264;

Thence South $39^{\circ} 44' 42''$ West, a distance of 627.74 feet along the Northwesterly Right-of-Way line of Navajo Boulevard to a 5/8" Rebar with Aluminum Cap marked L.S. 16165;

Thence South $39^{\circ} 44' 42''$ West, a distance of 319.62 feet; along the Northwesterly Right-of-Way line of Navajo Boulevard;

Thence North $50^{\circ} 14' 17''$ West, a distance of 215.22 feet;

Thence South $39^{\circ} 41' 30''$ West, a distance of 200.12 feet;

Thence North $50^{\circ} 16' 43''$ West, a distance of 919.49 feet along the Northeasterly Right-of-Way line of West Carlos Drive to a 5/8" Rebar with Aluminum Cap marked L.S. 16165;

Thence North $39^{\circ} 49' 52''$ East, a distance of 199.95 feet to The TRUE POINT OF BEGINNING;

Containing 19.92 acres more or less and being subject to all easements of record.

Reference: Record of Survey, MURPHY ENGINEERING GROUP, Job # 0020
Word:\jobs\0020-easement

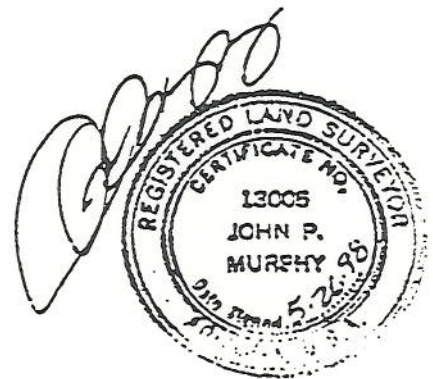


EXHIBIT "B"

When recorded, please
return to:

F. Morgan Brown, Esq.
BROWN & BROWN LAW OFFICES, P.C.
P. O. Box 3128
Pinetop, AZ 85935

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That the City of Holbrook, a municipal corporation, Grantor, in consideration of the sum of Ten and 00/100 Dollars (\$10.00), and other valuable consideration, in hand paid by Navajo County Community College District also known as Northland Pioneer College, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto The State Board of Directors of Community Colleges as agent for the State of Arizona and Northland Pioneer College, Grantee, all right, title, and interest in and to the following described real property and premises situated in Navajo County, Arizona, to-wit:

**SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED
HEREIN BY THIS REFERENCE**

together with all and singular tenements, improvements, hereditaments, and appurtenances thereon and thereunto belonging or in any wise appertaining, and warrant the title to the same.

TO HAVE AND TO HOLD said described premises unto the said Grantees, their successors and assigns forever, free and clear and discharged of and from all former grants, charges, taxes, judgments, mortgages, and other liens and encumbrances of whatsoever nature, except as follows: If at any time the Grantee does not use the property as a campus for Northland Pioneer College, the property shall revert to the City of Holbrook. If Grantee ever sells the property, then the property

shall revert to the City of Holbrook.

SIGNED and DELIVERED this ____ day of _____, 1998.

CITY OF HOLBROOK

By _____
Claudia Maestas, Grantor

ATTEST:

Town Clerk

STATE OF ARIZONA)
) ss
County of Navajo)

Acknowledgment. On this ____ day of _____, 1995, before me, a notary public, personally appeared: Claudia Maestas, as Mayor of the City of Holbrook, known to me or satisfactorily proven to be the person whose name is subscribed to this instrument and acknowledged that she executed the same. If this person's name is subscribed in a representative capacity, it is for the principal named and in the capacity indicated.

Notary Public

My commission expires: _____