



When recorded deliver to:

**Marian Sheppard, Chief Deputy Clerk**  
**Gila County Board of Supervisors**  
**(12/20/11 #3C)**



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**CAPTION HEADING:**

**Intergovernmental Agreement**  
**Between**  
**Gila County**  
**and**  
**Rim Country Educational Alliance, Separate Legal Entity**

**DO NOT REMOVE**

This is part of the official document

Unofficial Copy

**INTERGOVERNMENTAL AGREEMENT**

**BETWEEN**

**GILA COUNTY**

**AND**

**RIM COUNTRY EDUCATIONAL ALLIANCE, SEPARATE LEGAL ENTITY**

This agreement is made and entered into effective the 20<sup>th</sup> day of December, 2011, by and between **GILA COUNTY**, hereinafter referred to as "**County**" and the **RIM COUNTRY EDUCATIONAL ALLIANCE, SEPARATE LEGAL ENTITY**, hereinafter referred to as "**SLE.**"

RECITALS

WHEREAS, as governmental entities, **County** and **SLE** are involved with similar activities and, pursuant to the previous of A.R.S. 11-251, et seq., and A.R.S. 11-951, et seq., may enter into intergovernmental agreements.

WHEREAS, **County** and **SLE** desire to enter into an agreement whereby **SLE** shall purchase from **County** the **Parcel 2, Record of Survey 4004, located at Payson, AZ., consisting of approximately 20.863 acres and herein referred to as "Parcel 2 ROS 4004";**

WHEREAS, **County** and **SLE** believe that the purchase of Parcel 2 ROS 4004 will help Gila County in providing for development of a four year university which will aid the economic development of the County pursuant to A.R.S. 11-254.04 and 9-500.11;

WHEREAS, pursuant to A.R.S. 11-251(9), **County** with the unanimous consent of the Gila County Board of Supervisors desires to sell to **SLE** Parcel 2 ROS 4004;

WHEREAS, pursuant to A.R.S. 11-952-02(B), **SLE**, a separate legal entity, and **County**, political subdivision of the State of Arizona, have the governmental and proprietary powers that are common to the contracting parties;

WHEREAS, pursuant to A.R.S. 11-952-02(B)(3), **SLE** has secured financing to accomplish the purpose of this intergovernmental agreement.

**NOW THEREFORE**, for and in consideration of this agreement contained herein, it is agreed as follows:

1. **SLE** shall purchase Parcel 2 ROS 4004 from **County** for one hundred percent (100%) of the appraised value of the property.
2. **County** shall sell to **SLE** for **\$600,000.00**, Parcel 2 ROS 4004.



- 3. If SLE fails to enter into a signed agreement to proceed with and has not actually started construction of a facility for a four (4) year university within three (3) years of recording of the executed instrument conveying the property, or in addition, if SLE determines that it does not intend to or cannot proceed with the construction of a four (4) year university within three (3) years of recording the instrument conveying the property for any reason, County shall have 90 days from such failure, start or determination to exercise the right of first refusal to purchase for \$600,000 the land conveyed by these instructions/this instrument; and for \$50,000 any land purchased by SLE from the Town of Payson, that is contained within the boundaries of the land described above.
- 4. This agreement is subject to the cancellation provisions of A.R.S. 38-511.

IN WITNESS WHEREOF, the parties herein have set their hands and seals this 20<sup>th</sup> day of December, 2011.

GILA COUNTY (County)

RIM COUNTRY EDUCATIONAL ALLIANCE  
SEPARATE LEGAL ENTITY (SLE)

Tommie C. Martin  
Tommie C. Martin, Chairman, Board of Supervisors

Michael H Vogel  
Chairman

DATE: 12/20/11

DATE: 12/14/11

ATTEST:

ATTEST:

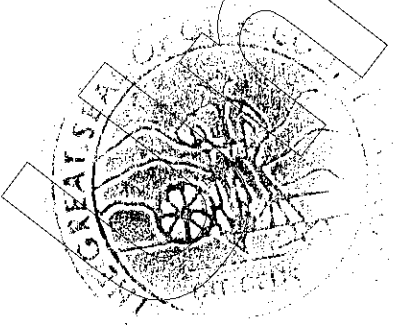
Marilyn Deemer, Deputy Clerk  
for Marian Sheppard, Chief Deputy Clerk of the Board

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Bryan B. Chambers  
Bryan B. Chambers, Chief Deputy County Attorney  
For Daisy Flores, County Attorney

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State of Arizona  
County of Gila  
On this 14<sup>th</sup> day of DECEMBER, 2011,  
before me personally appeared and  
acknowledged that he/she executed the same.  
MICHAEL VOGEL  
Pam Fisher  
Notary Public

PAM FISHER  
Notary Public - State of Arizona  
GILA COUNTY  
My Commission Expires  
September 28, 2015