

TOWN OF EAGAR  
INVITATION FOR SEALED BIDS  
PURCHASE OF REAL PROPERTY  
VACANT LAND



September 2023

**Proposal Due: September 27, 2023 No Later Than 2pm**  
**Prepared by Clerks Office**  
**22 W. 2<sup>nd</sup> Street**  
**Eagar, AZ 85925**  
**Phone (928) 333-4128**  
**Fax (928) 333-5140**

NOTICE OF SEALED BID AUCTION

(0.22 ACRES) MORE OR LESS

Southeast corner of Central Avenue & Butler Street

EAGAR, APACHE COUNTY, ARIZONA

INVITATION FOR SEALED BIDS

Sealed Bid Auction for the purchase of the real property described in the Schedule portion of this  
Invitation for

Sealed Bid opening will occur publicly at the date, time and place as follows:

Date/Time; 2 PM Wednesday September 27, 2022/ Bids must be received by The Town of Eagar Town  
Clerk

no later than 1:59 p.m. Bid opening begins promptly at 2:00 p.m.

Location: Town of Eagar

22 W 2<sup>nd</sup> St.

Eagar, AZ 85925

This Invitation for Sealed Bids is subject to, and all bids submitted must be in compliance with, the  
Schedule, Special Terms of Sale, Instructions to Bidders, Instructions to Bidders, General Terms of  
Sale, Sample Quitclaim Deed, and Bid Forms and Acceptance, all of which are attached hereto and  
by this reference made a part hereof.

**General Information:**

**SCHEDULE**

*I. The Offering*

An irregular shaped tract of vacant land containing (0.22 AC), more or less, and does not have a parcel  
number. Subject Property is situated on the south side of US Hwy 260 and west side of Butler Street  
Eagar, Arizona.

**Bid will start at the appraised amount of \$12,000.**

**Access:**

Access is via a driveway off South Butler Street.

## **II. Utilities:**

Electric, water, and sewer

## **III. Zoning:**

The property is zoned C-1, Central Business under The Town of Eagar.

## **IV. Inspection for Health and Building Codes:**

The Town of Eagar will not conduct or fund the following services: (1) land survey, (2) testing or pumping septic leach field system, (3) testing, pumping or removal of underground fuel storage tanks, (4) termite inspection, (5) testing for asbestos, (6) testing for lead- based paint, (7) title insurance, and (8) domestic water quality test . If the purchaser desires these services, they are to be acquired at the purchaser's expense.

## **SPECIAL TERMS OF SALE**

### **1. Bid Price**

Town of Eagar seeks to obtain fair market value for the property and reserves the right to reject any and all bids. The appraisal report is available. The estimated Fair Market Value of this property is \$12,000.00.

### **3. Prospective Purchasers Agreement**

Bidder's offers are contingent upon Town of Eagar and the Bidder having entered into a prospective Purchaser Agreement (PPA) on or before the date of closing. This contingency may be omitted at the option of the Offeror.

## **GENERAL TERMS OF SALE**

### **1. TERMS – "INVITATION FOR SEALED BIDS."**

The term "Invitation for Sealed Bids" as used herein refers to the foregoing Invitation for Sealed Bids, and its schedule; the Instructions to Bidders; the general terms of sale set forth herein; and the provisions of the Special Terms of Sale, and Bid Form all as may be modified and supplemented by any addenda that may be issued prior to the time fixed in the Invitation for Sealed Bids for the opening of bids or conduction of a public auction.

### **2. DESCRIPTIONS IN INVITATION FOR SEALED BIDS.**

The description of the property set forth in the Invitation for Sealed Bids and any other Information provided therein with respect to said property are based on information available to The Town of Eagar and are believed to be correct, but any error or omission, including but not limited to the omission of any information available to the Town of Eagar having custody over the property and/or any other state agency, shall not constitute ground or reason for nonperformance of the contract of sale, or claim by purchaser for allowance, refund, or deduction from the purchase price.

### **3. CONDITION OF PROPERTY.**

The property is offered for sale and will be sold "As Is" and "Where Is" without representation, warranty, or guaranty as to quantity, quality, title, character, condition, size, or kind, or that the same is

in condition or fit to be used for the purpose for which intended, and no claim for any allowance or deduction upon such grounds will be considered after the bid opening or conclusion of an auction.

#### *4. ZONING.*

Verification of the present zoning and determination of permitted uses there under, along with compliance of the property for present or proposed future use, shall be the responsibility of the bidder and the Town of Eagar makes no representation in regards thereto. Town of Eagar does not guarantee that any zoning Information is necessarily accurate or will remain unchanged. Any inaccuracies or changes in the zoning information shall not be cause for adjustment or rescission of any contract resulting from this Invitation for Sealed Bids or Sales Agreement.

#### *5. POSSESSION.*

The successful bidder agrees to assume possession of the property as of the date of conveyance.

#### *6. REVOCATION OF BID AND DEFAULT.*

In the event of revocation of a bid after the opening of bids or conducting of an auction but prior to acceptance, or in the event of revocation of a bid after notice of acceptance, or in the event of any default by the successful bidder in the performance of the contract of sale created by such acceptance, or in the event of failure by the successful bidder to consummate the transaction, the deposit, together with any; payments subsequently made on account, may be forfeited at the option of Town of Eagar, in which event the bidder shall be relieved from further liability, or without forfeiting the said deposit and payments, the Town of Eagar may avail itself of any legal or equitable rights which it may have under the bid or contract of sale.

#### *7. TOWN OF EAGAR LIABILITY*

If this Invitation for Sealed Bids is accepted by the Town of Eagar and: (1) Town of Eagar fails for any reason to perform its obligations as set forth herein; or (2) Title does not transfer or vest in the Purchaser for any reason although Purchaser is ready, willing, and able to closed, The Town of Eagar shall promptly refund to Purchaser all amounts of money Purchaser has paid without interest whereupon the Town of Eagar shall have no further liability to Purchaser. Further, The Town of Eagar may rescind its approval at any time subsequent to acceptance and approval and prior to conveyance, if it is reasonably determined by the Town of Eagar that such action is justified in the light of the circumstances then prevailing. Any rescission, pursuant to this paragraph will be without liability on the part of the Town of Eagar other than to return the earnest money deposit, if any, without interest.

#### *8. TITLE EVIDENCE.*

Any title evidence, desired by the successful bidder, will be procured by the successful bidder at the sole cost and expense of the successful bidder. The Town of Eagar will, however, cooperate with the successful bidder or his authorized agent in this connection, and will permit examination and inspection of such deeds, abstracts, affidavits of title, or other documents relating to the title of the premises and property involved, as it may have available. It is understood that the Town of Eagar will not be obligated to pay for any expense incurred in connection with title matters or survey of the property.

#### *9. TITLE.*

If a bid for the purchase of the property; is accepted, the Seller's interest will be conveyed by a quitclaim deed or deed without warranty and/or, where appropriate, a bill of sale in conformity with local law and practice

*10. TENDER OF PAYMENT AND DELIVERY OF INSTRUMENT OF CONVEYANCE.*

The Town of Eagar shall set a sale closing date, said date to be not later than 30 calendar days after acceptance of the bid. On the closing date, the successful bidder shall tender to the Town of Eagar the balance of the purchase price. Only cashier's check, certified check, or money order will be accepted and must be payable to the Town of Eagar. Upon such tender being made by the successful bidder, the Seller, after recordation, shall deliver to the successful bidder the instrument, or instruments, of conveyance. The Town of Eagar reserves the right to extend the closing date for a reasonable amount of time for purposes of preparing necessary conveyance documents.

*11. DOCUMENTARY STAMPS AND COST OF RECORDING.*

The successful bidder shall pay all taxes and fees imposed on this transaction and shall obtain at bidder's own expense and affix to all instruments of conveyance and security documents such revenue and documentary stamps as may be required Federal and local law. All instruments of conveyance and security documents shall be placed on record in the manner prescribed by local recording statutes at the successful bidder's expense.

*12. CONTRACT.*

The Invitation for Sealed Bids, and the bid when accepted by the Town of Eagar, shall constitute an agreement for sale between the successful bidder and the Town of Eagar. Such agreement shall constitute the whole contract to be succeeded only by the formal instruments of transfer, unless modified in writing and signed by both parties. No oral statements or representations made by, or for, or on behalf of either party shall be a part of such contract. Nor shall the contract, or any interest therein, be transferred or assigned by the successful bidder without consent of the Town of Eagar, and any assignment transaction without such consent shall be void.