

RESOLUTION NO. 2701

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF PAYSON, ARIZONA, APPROVING AND AUTHORIZING THE TOWN MANAGER TO EXECUTE THE FIRST AMENDMENT TO THE AGREEMENT FOR SUBDIVISION GRADING IMPROVEMENTS WITH HALLIE OVERMAN (CHILSON RANCH SUBDIVISION).

WHEREAS, the Town and the developer of the Chilson Ranch Subdivision entered into an Agreement for Subdivision Grading Improvements in 2008; and

WHEREAS, since entering into such Agreement, although the Chilson Ranch Subdivision has not been developed, there have not been any issues with the pre development grading activities; and

WHEREAS, the Town and the developer desire to amend/terminate the Agreement,

NOW, THEREFORE, THE MAYOR AND COMMON COUNCIL OF THE TOWN OF PAYSON, ARIZONA, DO HEREBY RESOLVE AS FOLLOWS:

Section 1. That the First Amendment to the Agreement for Subdivision Grading Improvements, attached as Exhibit A, is hereby approved in substantially the form attached.

Section 2. That Debra A. Galbraith, Town Manager of the Town of Payson, is hereby authorized to execute such Amendment in substantially the form attached.

Section 3. That the Town of Payson be and hereby is authorized to take such other and further actions as are necessary or appropriate to carrying out the purposes of the First Amendment and this Resolution.

PASSED AND ADOPTED BY THE MAYOR AND COMMON COUNCIL OF THE TOWN OF PAYSON, ARIZONA, this ____ day of _____, 2012, by the following vote:

AYES _____ NOES _____ ABSTENTIONS _____ ABSENT _____

Kenny J. Evans, Mayor

ATTEST:

APPROVED AS TO FORM:



Silvia Smith, Town Clerk

Timothy M. Wright, Town Attorney

Exhibit A
to
Resolution 2701

When recorded, return to:
Silvia Smith, Town Clerk
Town of Payson
303 North Beeline Highway
Payson, Arizona 85541
Phone: 928-474-5242

**FIRST AMENDMENT TO THE
AGREEMENT FOR SUBDIVISION GRADING IMPROVEMENTS
Chilson Ranch, Payson, Arizona**

This Amendment is made this _____ day of _____, 2012, between the Town of Payson, a municipal corporation of the State of Arizona (the "Town") and Hallie Overman, a married woman, dealing with her sole and separate property (the "Subdivider") (collectively, the "Parties"). The Parties hereby confirm and agree as follows:

RECITALS

- A. On June 24, 2008, the Parties executed the Agreement for Subdivision Grading Improvements, Chilson Ranch, Payson, Arizona ("the Agreement"); and
- B. The Agreement was recorded in the Gila County Recorder's Office at page 2008-010491; and
- C. As part of the Agreement, Subdivider provided the Town with a Ten Thousand Dollar (\$10,000.00) Security Deposit to be used to remediate or cure any default by the Subdivider under the agreement; and
- D. Between June 24, 2008 and the date of this First Amendment, no remediation has been necessary; and
- E. The Parties now desire to terminate the Agreement and for the Town to return the Security Deposit to the Subdivider.

AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

- 1. The Parties hereby agree to terminate the Agreement.

2. Upon execution and recording of this First Amendment, the Town shall return the Security Deposit to the Subdivider.
3. Subdivider agrees to maintain the property that was the subject of the Agreement in a condition that does not constitute a nuisance.

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment.

TOWN OF PAYSON

Hallie Overman

Debra Galbraith
Town Manager

Hallie Overman, a married woman
dealing with her sole and separate property

ATTEST:

APPROVED AS TO FORM:

Silvia Smith, Town Clerk

Timothy M. Wright, Town Attorney

State of Arizona)
) ss.
County of Gila)

The foregoing First Amendment to the Agreement for Subdivision Grading Improvements, Chilson Ranch, Payson, Arizona was signed before me this _____ day of _____, 2012, by Debra Galbraith, Town Manager of the Town of Payson, on behalf of the Town of Payson.

Notary Public

My commission expires:

State of Arizona)
) ss.
County of Gila)

The foregoing First Amendment to the Agreement for Subdivision Grading Improvements, Chilson Ranch, Payson, Arizona was signed before me this _____ day of _____, 2012, by Hallie Overman, a married woman dealing with her sole and separate property.

Notary Public

My commission expires:
