

AGENDA

AGENDA OF THE WORK SESSION OF THE MAYOR AND COUNCIL OF THE CITY OF BISBEE, COUNTY OF COCHISE, AND STATE OF ARIZONA, TO BE HELD ON TUESDAY, APRIL 7, 2026, AT 6:00 PM AT COUNCIL CHAMBERS LOCATED AT 118 ARIZONA STREET, BISBEE, ARIZONA.

THE MEETING WAS CALLED TO ORDER BY _____ AT _____ PM.

ROLL CALL

COUNCIL

Councilmember Karen Schumacher, Ward I
Councilmember Peter Skinner, Ward II
Councilmember Trish Damon, Ward III
Mayor Ken Budge
Councilmember Anna Cline, Ward III, Mayor Pro Tempore
Councilmember Mel Sowid, Ward II
Councilmember Lori Reynolds, Ward I

STAFF

Ashlee Coronado, Interim City Manager/City Clerk
Keri Bagley, Finance Director
Bridgette Kantner, Personnel Director
Matthew Gurney, Public Works Director
Logan Dodd, Operations Manager
Tim Cox, Police Chief
Jim Richardson, Fire Chief

CITY ATTORNEY

Joseph Estes

THE FOLLOWING ITEM WILL BE DISCUSSED AT THIS MEETING:

1. Discussion regarding the Fair Building located at 37 Main Street.
Ken Budge, Mayor

ADJOURNMENT

Pursuant to A.R.S. § 38-431.02(H), The public will have physical access to Council Chambers 20 minutes before the meeting is scheduled to begin.

Individuals with hearing disabilities can contact the City Clerk's Office (520) 432-6012 to request an Assisted Listening Device, at least 24 hours before the meeting.

Anyone needing special accommodation to attend this meeting should contact Ashlee Coronado at (520) 432-6012 at least twenty-four hours before the meeting.

Public documents referred to herein may be viewed during regular business hours at the City Clerk's Office at 118 Arizona St., Bisbee, AZ.

Pursuant to A.R.S. § 38-431.03(A) (3), the Council may vote to enter executive session at any point during this meeting for discussion or consultation for legal advice with its attorney(s), who may appear telephonically.



AGENDA ITEM NUMBER 1

MAYOR & COUNCIL WORK SESSION FOR APRIL 7, 2026

DATE ACTION SUBMITTED: March 31, 2026

PRESENTATION/ DISCUSSION ONLY

SUBJECT: Discussion regarding the Fair Building located at 37 Main Street.

FROM: Ken Budge, Mayor

RECOMMENDATION: DISCUSSION ONLY

PROPOSED MOTION: WORK SESSION ONLY

DISCUSSION:

1. The lease agreement with the Restoration Museum and leased space.
2. Title search results.
3. Possible Revenue and utility expenses within the General Fund
4. The Fair Building Condition and current mitigated safety concerns.
5. Current Bed Tax Reserves and allowed use for promotion to improve or operate tourism related facilities.

FISCAL IMPACT:

DEPARTMENT LINE-ITEM ACCOUNT:

BALANCE IN LINE ITEM IF APPROVED:

Prepared by: Nina Williams
Nina Williams,
Deputy City Clerk

Reviewed by: Ashlee Coronado
Ashlee Coronado,
Interim City Manager

**LEASE AGREEMENT
BETWEEN THE CITY OF BISBEE AND
THE BISBEE RESTORATION ASSOCIATION
AND HISTORICAL SOCIETY
(FAIR BUILDING)**

THIS LEASE AGREEMENT ("Lease") is made and entered into this ____ day of _____, 2026 (the "Effective Date"), by and between the CITY OF BISBEE, an Arizona municipal corporation (hereinafter "Lessor") and the BISBEE RESTORATION ASSOCIATION AND HISTORICAL SOCIETY, an Arizona domestic nonprofit corporation (hereinafter "Lessee"). Lessor and Lessee are sometimes referred to in this Lease collectively as the "Parties," or individually as a "Party."

IT IS AGREED by and between the Parties hereto as follows:

1. **DESCRIPTION OF PREMISES.** Lessor hereby leases to Lessee, on the terms and conditions set forth in this Lease, a certain portion of real property within the building located at 37 Main Street, Bisbee, Arizona, commonly known and referred to as the Fair Building, as more fully depicted in Exhibit "A" (hereinafter the "Premises").
2. **TERM.** This Lease shall run for a period of thirteen (1) years commencing on _____, 2026 and expiring on _____, 2039 (the "Term").
3. **TERMINATION.** This Lease will terminate at the end of the Term, unless extended or otherwise terminated earlier by the Parties as provided for herein. Upon the termination of this Lease or any extension thereof, Lessee shall vacate the Premises and surrender the Premises to Lessor in the condition described in Section 9 below. This Lease may be terminated upon written consent of both Parties.

The failure of Lessee to continue to be a regularly constituted organization with proper officers, regular meetings and active participation in active affairs, or the failure of Lessee to retain its non-profit tax exempt status, shall constitute a termination of this Lease. Upon termination of this Lease, Lessee shall have one hundred eighty (180) days' to move the contents of the Premises to another location where the property Lessee has title to may be properly stored and cared for.

4. **HOLDING OVER.** Lessee agrees not to hold over after the termination of the Lease Term. If Lessee does holdover, a new month-to-month tenancy is created which shall be subject to all of the terms and conditions of this Lease, except that such tenancy shall be terminable upon thirty (30) days written notice served by either Party.

5. **RENT.** Lessee shall pay Lessor seventy-five percent (75%) of all Museum entrance fees as rent for the Premises. The rent is first due and payable upon the fifth (5th) day of the month and shall be paid based on the above percentage for the prior month. Payments shall be mailed to or made in person at the following location:

City of Bisbee
Attn: Finance Department
118 Arizona Street
Bisbee, Arizona 85603

Lessor shall have the right to audit Lessee's records to determine compliance with the Rent payment.

6. **USE.** Lessee shall only use Premises for the exclusive purpose of operating a museum and for no other purpose without the consent of Lessor.
7. **CONDUCT OF BUSINESS.** Lessee shall not use or permit the Premises, or any part thereof, to be used for any purpose or purposes other than the purposes for which the Premises are hereby leased as set forth in Section 6. Lessee shall also not use or do anything to the Premises which will increase Lessor's existing rate of insurance upon the Building, or cause a cancellation of any insurance policy covering said Building, or any part thereof. Lessee shall not sell nor permit to be kept or sold, any article which may be prohibited by the standard form of fire insurance policy in and about the Premises.
8. **CONDITION OF PREMISES.** Premises are rented "as is." Lessee stipulates that it has examined the Premises, including the improvements thereon and that Lessee takes the Premises in whatever condition it is in at the time of execution of this Lease. Upon termination or expiration of Lease, the Premises shall be restored to as clean condition and good repair as when leased, with normal wear and tear excepted. Lessee shall remove all of Lessee's personal property and fixtures, except those items permanently affixed (including but not limited to lighting fixtures, fans, plumbing fixtures) before vacating the Premises.
9. **ALTERATIONS AND IMPROVEMENTS.** Lessee shall make no changes, alterations, or improvements to the Premises without the prior, express written consent of Lessor, nor shall Lessee cause, or permit to be caused, any damage to the Premises. All alterations, changes and improvements built, constructed or placed on the Premises by Lessee, with the exception of fixtures removable without damage to the Premises and movable personal property, shall, unless otherwise provided for by written agreement, be the property of Lessor and remain on the Premises at the expiration or sooner termination of this Lease.

10. **UTILITIES.** Utilities (including, but not limited to, electricity, telephone, communications, water, wastewater, gas, and sanitation, as may be applicable) and facilities maintenance services are included in the rent set forth in this Lease and are the responsibility of Lessor. Lessee shall be responsible for any other service charges associated with its operation of the Premises. Lessor shall not be liable for, and Lessee shall not be entitled to any relief by reason of, the unavailability, suspension or limited availability of any utilities or services resulting from matters not within Lessor's control, including without limitation riot, strike, fire, flooding, labor disputes, energy shortage, inability to obtain supplies or materials from the usual source of supply, inevitable accident or breakdown, or for the stoppage to or interruption of any such services for the purpose of making routine or necessary maintenance and repairs.
11. **MAINTENANCE.**
- a. Lessor shall use commercially reasonable efforts to keep and maintain the roof, exterior surfaces, and all electrical, plumbing, HVAC and mechanical systems of the Premises in a good state of repair. Notwithstanding the foregoing, all repairs made necessary by the negligent acts of Lessee, its agents, employees or invitees (and, without limiting the foregoing, any repairs or maintenance required to any specialized or supplemental equipment installed by or for Lessee and not of a "building standard" nature), shall be made at the sole cost and expense of Lessee.
 - b. Lessee shall be responsible for and bear the risk of casualty and fire loss to its own merchandise and wares or other personal property.
 - c. Lessor shall not be liable for any failure to repair or to perform any maintenance unless such failure shall persist for an unreasonable time after written notice. Except as specifically herein set forth, there shall be no abatement of rent and no liability of Lessor by reason of any injury to or interference with Lessee's business arising from the making of any repairs, alterations or improvements to any portion of the Building or the Premises or to fixtures, appurtenances and equipment therein. Lessee waives the right to make repairs at Lessor's expense under any law, statute or ordinance now or hereafter in effect.
 - d. Lessee agrees that no sign shall be placed or painting done on or about the Premises without the prior written consent of Lessor.
12. **COMPLIANCE WITH AUTHORITIES.** Lessee shall, at its sole cost and expense, comply with and obey all applicable requirements of all municipal, county, state and federal laws, regulations, and ordinances now in force or which may hereafter be in force, pertaining to the Premises. Lessee shall maintain and procure at Lessee's expense all licenses, permits or inspection certificates required by any governmental authority with respect to Lessee's business. Lessee may, at

its expense, contest any such law, ordinance or regulation.

13. **INSURANCE.** Before the commencement of this Lease, Lessee shall, at its own expense, secure and maintain during the term of this Lease, Commercial General Liability insurance including bodily injury, property damage, contractual, personal injury, and products/completed operations. Liability limits shall be no less than \$1,000,000.00 per occurrence, and no less than a \$2,000,000.00 general aggregate limit. The policy shall include endorsements naming the Lessor and its officers, elected offices, agents, directors, employees, and volunteers as additional insureds. The policy shall also contain an endorsement waiving subrogation against Lessor, its officers, elected officials, directors, employees, and agents for losses arising from activities under this Lease. The policy shall be endorsed as a primary insurance policy and any insurance policy maintained by the Lessor is considered excess, non-contributory insurance. The existence of excess insurance policies should in no way be construed to limit the requirements of insurance described herein.

If Lessee has employees, Lessee must carry the appropriate Worker's Compensation Insurance to cover obligations imposed by federal and state statutes having jurisdiction of employees engaged in the performance of the work or services.

Failure to provide required coverage and failure to comply with the terms and conditions of this Lease shall not waive the contractual obligations herein. If the policy or policies are canceled or not renewed, the insurance company shall provide thirty (30) days written notice to the Lessor prior to the effective date of such cancellation or termination.

The amount and types of insurance coverage requirements set forth in this Lease will in no way be construed as limiting the scope of the indemnity in this Lease.

14. **VACATION OR ABANDONMENT.** Lessee shall not vacate or abandon the Premises at any time during the term of this Lease or any extension thereof, except when required to do so by this Lease. If Lessee abandons, vacates, surrenders, or is dispossessed of the Premises by process of law or otherwise, any personal property belonging to Lessee that is left on the Premises shall be deemed to be abandoned at the sole option of Lessor. Vacation or abandonment of Premises does not relieve Lessee of the duty to pay rent for the remainder of the term of this Lease.
15. **ENTRY AND INSPECTION.** Lessee shall permit Lessor and its employees and agents to enter the Premises at all reasonable times to inspect and/or maintain the Premises, or to make repairs, alterations or additions to any other portion of the Premises or improvements thereon, including the erection of scaffolding, props, or other mechanical devices, without any rebate of rent to Lessee or damages for occupation or quiet enjoyment of the Premises. Within thirty (30) days prior to

the expiration of the Lease Lessee shall permit Lessor, or its employees and/or agents, at reasonable hours, to enter the Premises to show the Premises to prospective tenants.

16. **ASSIGNMENT AND SUBLETTING.** Lessee shall not assign this Lease, or any interest therein, and shall not sublet the Premises or any part thereof or any right or privilege appurtenant thereto, or suffer any other person (the agents and servants of Lessee excepted) to occupy or use the Premises, or any portion thereof, without the prior written consent of Lessor. The requirements of this Lease are binding upon the heirs, executors, administrators, successors, and assigns of both Parties.
17. **BREACH.** In the event of any breach of this Lease by Lessee, Lessor, in addition to any other rights or remedies available to Lessor, may terminate this Lease and shall have the immediate right of re-entry and may remove all persons and property from the Premises. Lessee hereby waives all claims for damages which may be caused by the re-entry of Lessor and Lessor's taking possession of the Premises or removing or storing Lessee's property, and will defend and save Lessor harmless from any losses, liabilities, costs, or damages occasioned Lessor thereby, and no such re-entry shall be considered or construed to be a forcible entry. Should Lessor at any time terminate this Lease for any breach, Lessor may, in addition to any other remedy it may have, recover from Lessee all damages Lessor may incur by reason of such breach, including the cost of recovering the Premises, and the amount of rent and charges equivalent to rent reserved in this Lease for the remainder of the stated term over the then reasonable rental value of the premises for the remainder of the stated term.
18. **RESTRICTIONS.** This Lease is subject to any and all provisions of leases and encumbrances of record or extensions thereof under which Lessor holds title or possession of the Premises.
19. **ASBESTOS NOTICE.** An asbestos inspection has not been conducted and the existence of asbestos material in the facility has not been determined.
20. **NON-WAIVER FOR BREACH.** The failure by Lessor to pursue a remedy of any default or breach of any term, covenant or condition herein contained is not deemed to be a waiver of such term, covenant or condition, or any subsequent breach of the same or other term, covenant or condition herein contained. The acceptance of rent hereunder shall not be a waiver of any breach by Lessee of any term, covenant or condition of this Lease.
21. **ADDITIONAL RULES AND REGULATIONS.** Lessor has the further right and power to prescribe rules and regulations for the use, entry, operation and management of the Premises, to insure the safety, care and cleanliness of the Premises and preservation and good order thereon.

22. **CUMULATIVE REMEDIES.** It is understood and agreed that the remedies herein given to Lessor are cumulative, and the exercise of any one remedy by Lessor is not to the exclusion of any other remedy.
23. **NOTIFICATION.** All notices, demands or other communications must be in writing and are deemed duly delivered upon personal delivery or as of the second business day after mailing by United States mail, postage prepaid, registered or certified, return receipt requested, addressed as follows:

To Lessor: City of Bisbee
Attn: City Manager
118 Arizona Street
Bisbee, Arizona 85603

To Lessee: Bisbee Restoration Association and Historical Society
37 Main Street
P.O. Box 271
Bisbee, Arizona 85603

If any Party changes its address, the Party must give written notice to the other Party. Notice of change of address is deemed effective five (5) days after mailing by the Party changing address.

24. **CHOICE OF LAW/VENUE.** This Lease shall be interpreted in accordance with the laws of the State of Arizona. Any action to enforce any provision of this Lease or to obtain any remedy with respect this Lease shall be brought exclusively in the Superior Court, Cochise County, Arizona (or, as may be appropriate, in the Justice Courts of Cochise County, Arizona, or in the United States District Court for the District of Arizona, if, but only if, the Superior Court lacks jurisdiction over such action). The Parties expressly and irrevocably consent to the exclusive jurisdiction and venue of such courts and expressly waive the right to transfer or remove any such action commenced in accordance with the terms of this Section.
25. **INDEMNITY.** To the fullest extent permitted by law, Lessee shall indemnify, defend, and hold harmless the Lessor, its elected officials, agents, employees, officers, volunteers, and appointed officials ("Indemnified Party") for, from and against all claims, liabilities, demands, damages, losses, and expenses, including attorneys' fees and litigation expenses, to which any such Indemnified Party may become subject, under any theory of liability whatsoever, ("Claims") to the extent that such Claims result from and/or arise out of the Lessee's intentional, reckless, or negligent acts, mistakes, errors, or omissions at, on or relating to the Premises or in performance of this Lease. This includes any intentional, reckless, or negligent acts, mistakes, errors, or omissions of Lessee's employees, agents, contractors, and officers employed directly or indirectly by Lessee, and any

intentional, reckless, or negligent acts, mistakes, errors, or omissions of Lessee's customers, guests, students, visitors, invitees, licensees, assignees, and sublessees.

This indemnity provision shall also apply to any liability or remediation costs under Comprehensive Environmental Response, Compensation, and Liability Act, state statute or municipal ordinance arising as a result of contamination of the property or the surrounding environment, or violation of any Federal or state environmental laws due to any discharge of waste by Lessee, its employees and agents, regardless of whether the event requiring such remediation was intentional or accidental.

This Section 25 shall survive the expiration or early termination of this Lease.

26. **FORCE MAJEURE.** Should the Premises or any part thereof become unsafe, unsuitable for use or otherwise uninhabitable due to an act of God, nature, or act of war or other event beyond the control of the Lessor, the Lessor may, at its sole option, choose not to repair or replace the Premises, and no liability shall accrue to Lessor. Should Lessor determine that the Premises are beyond reasonable repair, Lessee shall be relieved of any further duty to pay rent beyond the date the event occurs, and any rent paid by Lessee for any rent period falling after the date of such event shall be promptly returned to Lessee. Lessee shall, if feasible, remove all personal property from the Premises. If Lessor elects to repair the Premises: (i) this Lease shall continue in full force and effect, but the rent from the date of the event through the date of substantial completion of the repair shall be abated with regard to any portion of the Premises that Lessee is prevented from using by reason of such damage or its repair, and (ii) in no event shall Lessor be liable to Lessee by reason of any injury to or interference with Lessee's business or personal property, alterations, additions or improvements to the Premises arising from such event, or by reason of any repairs to the Premises necessitated by the event.
27. **COMPLIANCE WITH LAW.** The Parties shall comply with Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, and State Executive Order No. 2009-09, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities. The Parties shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap, and the Americans with Disabilities Act.
28. **TIME.** Time is of the essence in this Lease except where specified.
29. **ENTIRE AGREEMENT.** This Lease contains the entire agreement between the Parties and no oral or written statement, promises, or inducements made by either Party or agent of either Party that is not contained in this written Lease, or specifically referred to in a written agreement shall be valid or binding; and this

agreement may not be enlarged, modified, or altered except in writing signed by the Parties and endorsed herein.

30. **RIGHTS/OBLIGATIONS OF PARTIES ONLY.** The terms of this Lease are intended only to define the respective rights and obligations of the Parties. Nothing expressed herein shall create any rights or duties in favor of any potential third-party beneficiary or other person, agency or organization.
31. **CONFLICT OF INTEREST.** This Lease shall be subject to the Conflict of Interest provisions of Arizona Revised Statutes § 38-511, as amended.
32. **BOYCOTT OF ISRAEL.** Pursuant to A.R.S. § 35-393.01, Lessee certifies it is not engaged in a boycott of Israel as of the Effective Date of this Lease, and agrees for the duration of this Lease to not engage in a boycott of Israel.
33. **CHINA.** Pursuant to and in compliance with A.R.S. § 35-394, Lessee agrees and certifies that it does not currently, and agrees for the duration of this Agreement will not, use: (i) the forced labor of ethnic Uyghurs in the People's Republic of China; (ii) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or (iii) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.
34. **NO PARTNERSHIP.** Nothing in this Lease constitutes a partnership or joint venture between the Parties, and neither Party is the principal or agent of the other.
35. **SEVERABILITY.** If any provision of this Lease is held invalid the remainder of the Lease shall not be affected thereby and all other parts of this Lease shall be in full force and effect.
36. **PROVISIONS REQUIRED BY LAW.** Each and every provision of law and any clause required by law to be in this Lease will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either Party, the Lease will promptly be physically amended to make such insertion or correction.
37. **HEADINGS AND COUNTERPARTS.** The headings of this Lease are for purposes of reference only and shall not limit or define the meaning of any provision of this Lease. This Lease may be executed in two or more counterparts, each of which is an original and all of which together constitute one and the same instrument. Delivery of signature by fax, or scan delivered by email, receipt acknowledged are effective to bind a Party.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties have caused to be affixed the signatures of their respective authorized officials on the Effective Date written above.

Lessor:
CITY OF BISBEE

Lessee:
**BISBEE RESTORATION
ASSOCIATION AND
HISTORICAL SOCIETY**

Ken Budge, Mayor

Barbara Bruno, President

ATTEST:

Ashlee Coronado, City Clerk

Andrea Doubleday,
Director/Treasurer

APPROVED AS TO FORM:

Joseph D. Estes, City Attorney

EXHIBIT "A"
DEPICTION OF THE PREMISES

(Image of floor plan of existing museum area)

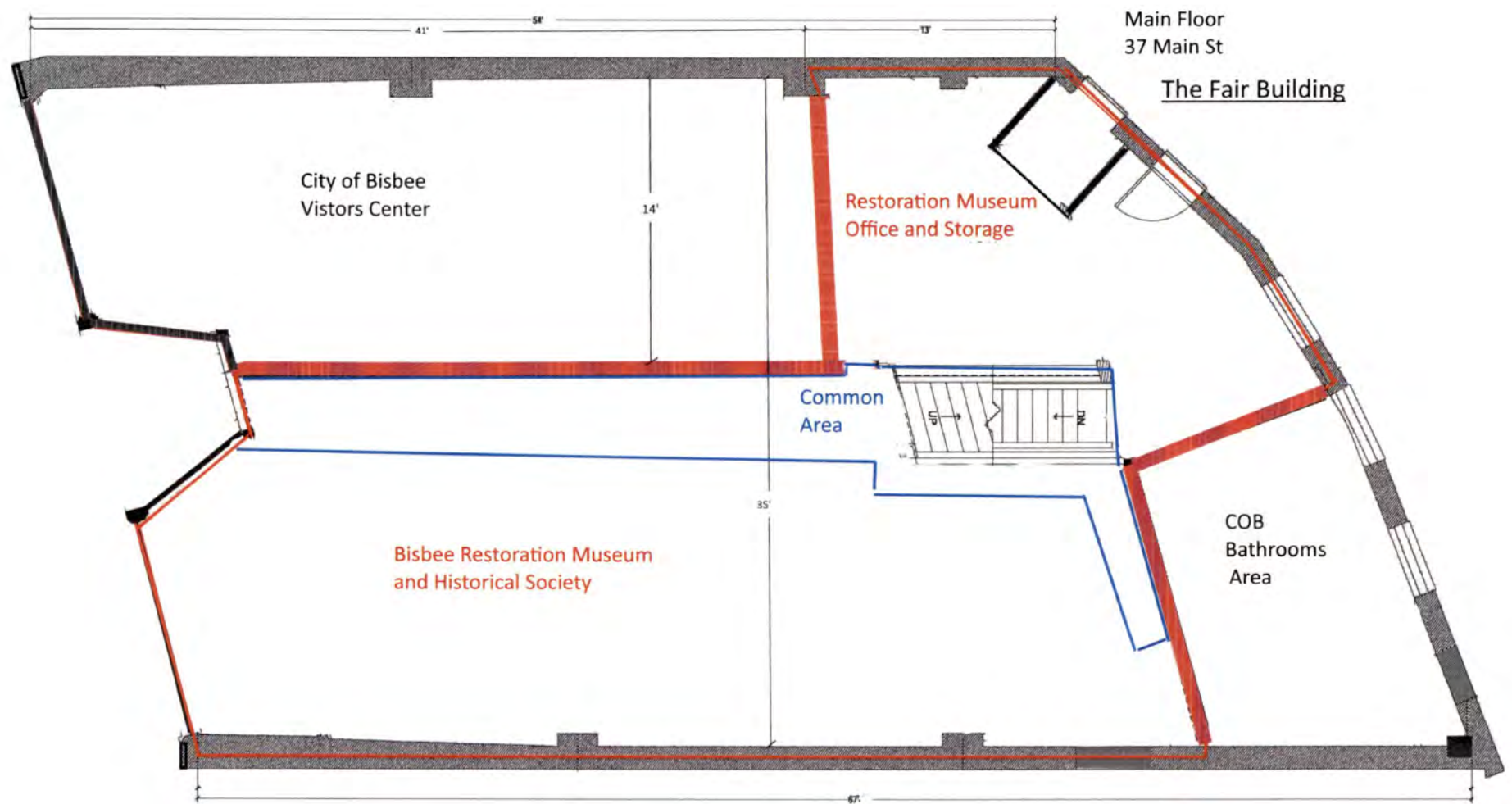


Exhibit A-1

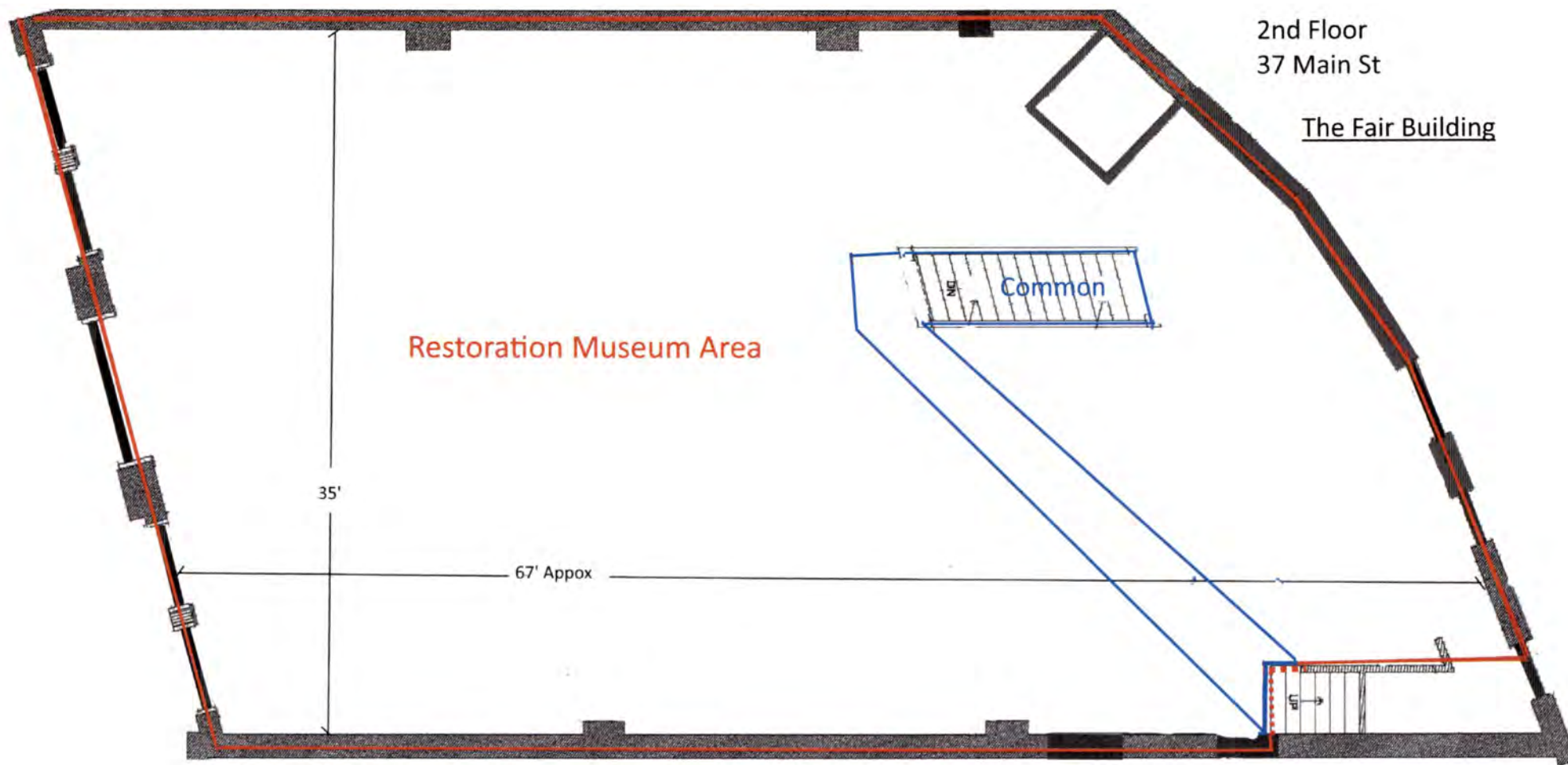
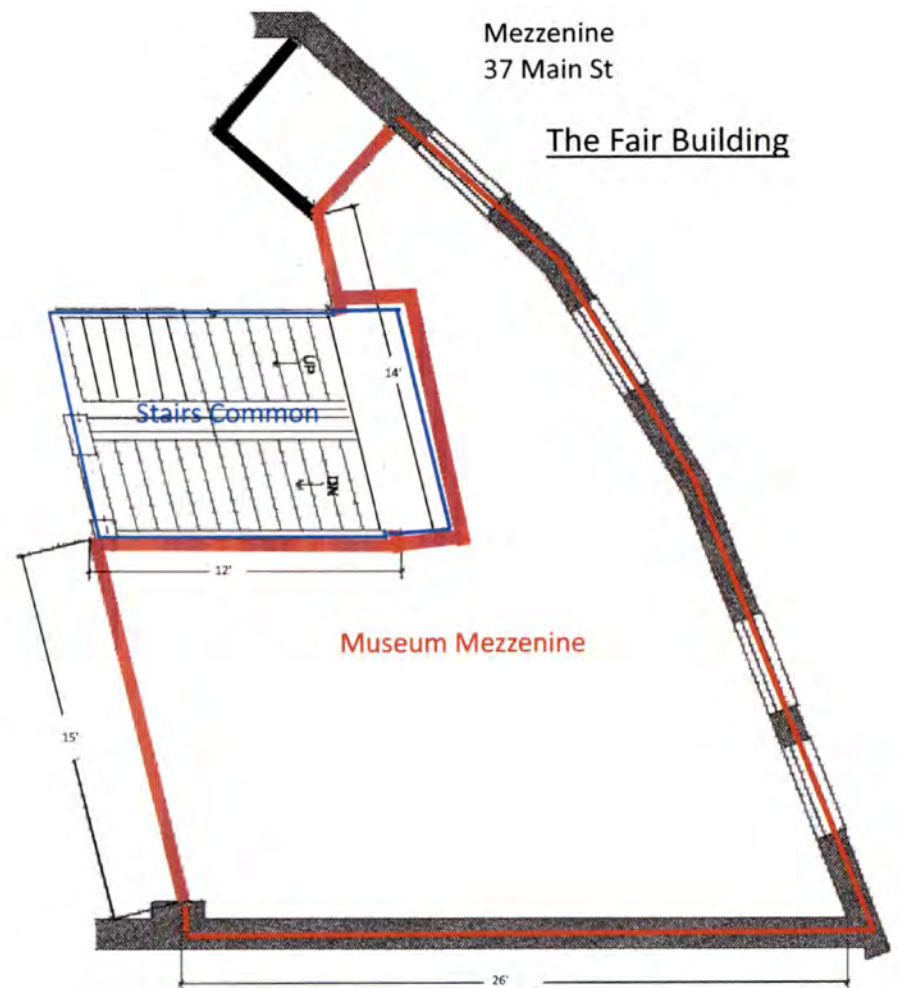


Exhibit A-2

Exhibit A-3









ALTA COMMITMENT FOR TITLE INSURANCE
issued by
Old Republic National Title Insurance Company

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY. WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, a Florida Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Issued through the Office of:

Pioneer Title Agency, Inc.



Authorized Signatory

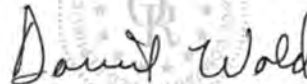
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
1408 North Westshore Blvd., Suite 900, Tampa, Florida 33607
(612) 371-1111 www.oldrepublictitle.com

By



President

Attest



Secretary

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions

Copyright 2021 American Land Title Association. All rights reserved.

 **ALTA**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
 - b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
 - c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
 - d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
 - e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
 - f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
 - g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
 - h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
 - i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
 - j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.
2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
 3. The Company's liability and obligation is limited by and this Commitment is not valid without:
 - a. the Notice;
 - b. the Commitment to Issue Policy;
 - c. the Commitment Conditions;
 - d. Schedule A;
 - e. Schedule B, Part I—Requirements; and
 - f. Schedule B, Part II—Exceptions.
 - g. a counter signature by the Company or its issuing agent that may be in electronic form

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions

Copyright 2021 American Land Title Association. All rights reserved.



The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:

- i. comply with the Schedule B, Part I—Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
 - b. The Company is not liable under Commitment Condition 5.a, if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
 - c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
 - d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a, or the Proposed Amount of Insurance.
 - e. The Company is not liable for the content of the Transaction Identification Data, if any.
 - f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
 - g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.
6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM
- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
 - b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
 - c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
 - d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
 - e. Any amendment or endorsement to this Commitment must be in writing.
 - f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.
7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT
- The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.
8. PRO-FORMA POLICY
- The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.
9. CLAIMS PROCEDURES
- This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.
10. CLASS ACTION
- ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions

Copyright 2021 American Land Title Association. All rights reserved.



The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

11. **ARBITRATION**

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions

Copyright 2021 American Land Title Association. All rights reserved.



The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: **Pioneer Title Agency, Inc.**
 Issuing Office: **8 Bisbee Road, Bisbee, AZ 85603**
 Issuing Office's ALTA Registry ID: **0000097**
 Loan ID Number:
 Commitment Number: **CC1028385CCB**
 Escrow Number: **7061028385 - CC**
 Property Address: **Bisbee, AZ 85603**
 Amendment: **1**

SCHEDULE A

1. Commitment Date:

February 17, 2026 at 7:30 am

2. Policy to be issued:

ALTA Owners Policy 07-01-21 (Standard Coverage)

TBD

Proposed Insured:

TBD

The estate or interest to be insured: Fee Simple

3. The estate or interest in the Land at the Commitment Date is:

Fee Simple

4. The Title is, at the Commitment Date, vested in:

The Bisbee Restoration Association and Historical Society, Inc., an Arizona Corporation

5. The Land is described as follows:

Lots 31 and 32, Block 5, TOWNSITE OF BISBEE, according to Book 1, page **25 through 63**, inclusive, records of Cochise County, Arizona.

Issued through the Office of:

Pioneer Title Agency, Inc.



Authorized Signatory

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

A Stock Company

1408 North Westshore Blvd., Suite 900, Tampa, Florida 33607

(612) 371-1111

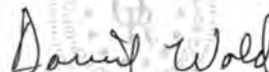
www.oldrepublictitle.com

By



President

Attest



Secretary

Note: Please direct all inquiries and correspondence to Candy Chavez, your escrow officer, at (520) 432-5331 or candy.chavez@pioneertitleagency.com.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions

Copyright 2021 American Land Title Association. All rights reserved.



The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

SCHEDULE B, PART I - Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. **If the proposed insured purchase is a transaction ultimately determined to require the filing of a report under the FinCEN Anti-Money Laundering Regulations for Residential Real Estate Transfers Rule dated August 29, 2024, then the Transferor and Transferee to this transaction must assist the settlement agent by: (1) Providing the Settlement Agent with all necessary information to file any and all required reports; (2) Complete the Anti-Money Laundering Information Collection & Certification Form; and (3) Provide copies of the driver's license, passport, or other similar identifying documentation as may be required from transferor and transferee entities and trusts, their beneficial owners and parties who exercise substantial control.**

No title insurance policy will be issued to any purchaser unless the transferor and transferee, and their beneficial owners and parties who exercise substantial control, provide all information necessary to file all required FinCEN forms.

For more information, please visit <https://www.fincen.gov/rre-faqs>.

6. The right is reserved to make additional exceptions or requirements upon submission of the name of the proposed insured.
7. The right is reserved to make additional exceptions or requirements upon submission of adequate information concerning the nature of the proposed transaction.
8. We find no open deeds of trust of record. Please provide written verification by the principals and/or their agents that the subject property is free and clear of any voluntary encumbrances and advise the Title Department accordingly prior to close of escrow.
9. Compliance by The Bisbee Restoration Association and Historical Society, Inc., a Arizona corporation with the provisions of A.R.S. 10-1501 et seq.
-or-
Proper showing that said corporation is in good standing in its domiciliary jurisdiction.
10. Furnish currently certified copy of a Resolution of the Board of Directors of the Corporation named below, authorizing the execution and delivery by the proper officers of all instruments required to consummate this transaction. Said certification must be by an officer other than the officer(s) authorized to sign and must state that the Resolution has not been revoked:

The Bisbee Restoration Association and Historical Society, Inc., an Arizona Corporation

11. Record Deed from The Bisbee Restoration Association and Historical Society, Inc., an Arizona Corporation to To Come.

NOTE: ARS 11:1133 may require the completion and filing of an Affidavit of Value.

Tax Note:

Year: 2025

Parcel No.: **103-62-182A-7**

Total Tax \$EXEMPT

PRIOR to recording, obtain current tax information from:

Cochise County Treasurer
1415 W. Melody Lane, Ste E
Bisbee, AZ 85603
520-432-8400
<https://www.cochise.az.gov/treasurer/home>

Note: Pursuant to Arizona Revised Statutes 11-480, effective January 1, 1991, the County Recorder may not accept documents for recording that do not comply with the following:

- **Print must be ten-point type (pica) or larger.**
- **Margins of at least one-half inch along the left and right sides one-half inch across the bottom and at least two inches on top for recording and return address information.**
- **Each instrument shall be no larger than 8 ½ inches in width and 14 inches in length.**

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions.

Copyright 2021 American Land Title Association. All rights reserved.



The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

SCHEDULE B, PART II—Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
3. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
4. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
5. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
7. Any lien or right to a lien for services, labor or material unless such lien is shown by the Public Records at Date of Policy.

(Note: The above Exceptions Nos. 2 through 7, inclusive, will be eliminated from any A.L.T.A. Extended Coverage Policy, A.L.T.A. Plain Language Policy, A.L.T.A. Homeowner's Policy, A.L.T.A. Expanded Coverage Residential Loan Policy and any short form versions thereof. However, the same or similar exception may be made in Schedule B of those policies in conformity with the remaining Exceptions of this Commitment shown below.)

8. Taxes and Assessments collectible by the County Treasurer, a lien not yet due and payable for the following year:

2026

9. Easements and rights incident thereto, as set forth in instrument:
Recorded: Document No. 2020-04073
Purpose: skybridge purposes

 OLD REPUBLIC TITLE	
FACTS	WHAT DOES OLD REPUBLIC TITLE DO WITH YOUR PERSONAL INFORMATION?

Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: • Social Security number and employment information • Mortgage rates and payments and account balances • Checking account information and wire transfer instructions When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Old Republic Title chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Old Republic Title share?	Can you limit this sharing?
For our everyday business purposes — such as to process your transactions, maintain your account(s), or respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes — to offer our products and services to you	No	We don't share
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For non-affiliates to market to you	No	We don't share

	Go to www.oldrepublictitle.com (Contact Us)
--	---

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions

Copyright 2021 American Land Title Association. All rights reserved.



The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

Who we are	
Who is providing this notice?	Companies with an Old Republic Title name and other affiliates. Please see below for a list of affiliates.

What we do	
How does Old Republic Title protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information, visit https://www.oldrepublictitle.com/privacy-policy
How does Old Republic Title collect my personal information?	We collect your personal information, for example, when you: • Give us your contact information or show your driver's license • Show your government-issued ID or provide your mortgage information • Make a wire transfer We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only: • Sharing for affiliates' everyday business purposes - information about your creditworthiness • Affiliates from using your information to market to you • Sharing for non-affiliates to market to you State laws and individual companies may give you additional rights to limit sharing. See the State Privacy Rights section location at https://www.oldrepublictitle.com/privacy-policy for your rights under state law.

Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. • <i>Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys' Title Fund Services, LLC, Lex Terrae National Title Services, Inc., and Mississippi Valley Title Services Company</i>
Non-affiliates	Companies not related by common ownership or control. They can be financial and non-financial companies. • <i>Old Republic Title does not share with non-affiliates so they can market to you</i>
Joint marketing	A formal agreement between non-affiliated financial companies that together market financial products or services to you. • <i>Old Republic Title doesn't jointly market.</i>

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions

Copyright 2021 American Land Title Association. All rights reserved.



The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

Affiliates Who May be Delivering This Notice				
American First Title & Trust Company	American Guaranty Title Insurance Company	Attorneys' Title Fund Services, LLC	Compass Abstract, Inc.	eRecording Partners Network, LLC
Genesis Abstract, LLC	Guardian Consumer Services, Inc.	iMarc, Inc.	L.T. Service Corp.	Lenders Inspection Company
Lex Terrae National Title Services, Inc.	Lex Terrae, Ltd.	Mississippi Valley Title Services Company	Old Republic Branch Information Services, Inc.	Old Republic Diversified Services, Inc.
Old Republic Escrow of Vancouver, Inc.	Old Republic Exchange Company	Old Republic National Ancillary Services, Inc.	Old Republic Title and Escrow of Hawaii, Ltd.	Old Republic National Title Insurance Company
Old Republic Title Company	Old Republic Title Company of Conroe	Old Republic Title Company of Nevada	Old Republic Title Company of Oklahoma	Old Republic Title Company of Oregon
Old Republic Title Company of St. Louis	Old Republic Title Information Concepts	Old Republic Title Insurance Agency, Inc.	Old Republic Title, Ltd.	RamQuest Software, Inc.
Republic Abstract & Settlement, LLC	Sentry Abstract Company	Surety Title Agency, Inc.	Trident Land Transfer Company, LLC	

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions.

Copyright 2021 American Land Title Association. All rights reserved.



The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

Pioneer Title Agency, Inc.
"Commitment to Service"

Privacy Policy Statement

The Financial Services Modernization Act, known as the Gramm-Leach-Bliley Act, requires us to explain to our customers the ways in which we collect and use customer information.

We are committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with your personal and/or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, Pioneer Title Agency, Inc. has adopted this Privacy Policy to govern the use and handling of your personal information.

Personal Information Collected

- Information we receive from you on applications or other forms, such as your name, address, social security number, tax identification number, asset information, and income information;
- Information about your transactions with or services performed by us, our affiliates, or others, such as information concerning your policy, premiums, payment history, information about your home or other real property, information from lenders and other third parties involved in such transaction, account balances, and credit card information; and
- Information we receive from consumer or other reporting agencies and publicly recorded documents.

Use of Information

We may disclose the above information (excluding information we receive from consumer or other credit reporting agencies) about our customers or former customers to our affiliates or nonaffiliated third parties as permitted by law. Disclosures may include, without limitation, the following:

- To insurance agents, brokers, representatives, support organizations, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
- To third party contractors or service providers for the purpose of determining your eligibility for an insurance benefit or payment, providing you with services you have requested, and/or complying with governmental reporting or disclosure requirements;
- To an insurance regulatory authority, or a law enforcement or other governmental authority, in a civil action, in connection with a subpoena or a governmental investigation;
- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

Links to Other Websites

Our websites contain links to websites that are provided and maintained by third parties and that are not subject to our Privacy Policy Statement. Please review the privacy policy statements on those websites. We make no representations concerning and are not responsible for any such third party websites or their privacy policies or practices.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees to ensure that your information will be handled responsibly and in accordance with the Privacy Policy Statement. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions.

Copyright 2021 American Land Title Association. All rights reserved.



The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

Restoration Museum Revenue – 2025

Admissions open 2 days a week- \$6,550

Parking rental - \$6,330

Total on these two sources - **\$12,888**

Fair Building Possible Revenue

City of Bisbee open 7 days a week – $\$6,550 \times 2.5 = \$16,375$

Parking fees – 9 spots \$2.50 per day x 365 days = \$8,212

Total Revenue for The General Fund

$\$16,375 @ 75\% = \$12,281$

Added parking = \$8,212

Total - **\$20,782**

From: Keri Bagley

Annual Utility Expenses of Restoration Museum FY25

APS - \$1,643.28

AZ Water - \$424.65

Century Link Phones - \$540

Sewer & Garbage - \$980.20

Total - \$3,588.13

Estimate of costs of museum building under COB

APS - \$7,000

AZ Water - \$1,500

Century Link - \$2,200

Sewer & Garbage - \$1,000 (rate increase)

Sparklight Internet - \$1,800

Custodial Supplies - \$1,500

Total - \$15,000

Bisbee Restoration Museum and Historical Society

37 Main Street, Bisbee Arizona

To: Stephen Pauken, City Manager cc: Ken Budge, Mayor

In follow-up to our earlier conversation, the Bisbee Restoration Museum Board of Directors met Friday (October 24) to discuss the possibility of transferring title of the Fair Store building to the City of Bisbee for use as the City of Bisbee Visitor Center. The Board was unanimous in support of the concept. We look forward to a discussion clarifying how the museum would be operated once the City has ownership.

The Fair Store, a three story department store constructed in 1909, was designed by renowned architect Frederick Hurst and is listed on the National Register of Historic Places.

Architecturally it is one of the most significant buildings on Bisbee's historic Main Street. The Museum itself would be major attraction to the Visitor Center. Its association with the Visitor Center would allow the Museum to be open daily. Trip Advisor rated the Restoration Museum as #9 of 36 things to do in Bisbee

The west side of the building (14 x 42 feet) could be vacated for the Visitor Center/office and audio-visual display area. There is a full basement for storage. The building has two of the best display windows on Main Street. The Museum recently updated its HVAC system with a 3-ton mini-split heat pump on the first floor located directly behind the proposed Visitor Center space, plus a 1-ton mini-split on the mezzanine and a 3-ton mini-split on the second floor. The Museum also recently installed an ADA compliant restroom. A display of historic Main Street signage was recently hung from the ceiling and wall area behind the proposed Visitor Center space. A SHPO historic preservation grant has been received to upgrade the glass brick sidewalk in front of the museum. We are currently working with Step Up Bisbee to resurface the roof. The Museum owns nine off-street parking spaces behind the building. We would look forward to working with the City of Bisbee in pursuing a SHPO façade grant to restore the 2nd and 3rd floor windows and façade features. Complete architectural drawings of the building have been prepared by architect Ben Lepsy.

The Restoration Museum, a 501(c)(3), could continue to oversee operation of the Museum, its current and future collections and exhibits. It could assist with recruitment and training of volunteers to provide orientation to the Museum and other city attractions. On weekends \$50-\$100 a day is collected in admissions. A complete financial statement of the Museum's current operation is available.

We can conduct a walkthrough of the building with you, City staff and Council members. Please contact me at 520-432-2482 or Museum Director Barbara Bruno at 520-249-5742.

Yours truly, Douglas Duun, Vice President

Received October 28, 2025

3/5/2026

City of Bisbee
 118 Arizona St
 Bisbee, Az 85603

Fair Store Building
 37 Main St
 Re: building safety and restoration issues

Hello Mayor Budge,

This letter is in response to our meeting on 3/3/2026 with the Restoration Museum board member, city staff, and you. You had requested a list of items in order of importance that need to be addressed with the building. Keep in mind that this is a working list, as some of the issues mentioned here are being addressed by the Restoration Museum Board or already are under construction. With construction, one can never guarantee a safety issue will be addressed by another party, until it's actually been done and signed off on by the architect and city building inspector. The issues with 37 Main as observed in Ben Lepley's 2019 structural and architectural report and Xavier Rodriguez's 2026 building inspection. Keep in mind these items were seen and cataloged in 2019, so since that time new structural or safety issues might have arisen as the Museum has not hired me to update the analysis, though this seems unlikely anything major has occurred in that time. The numbers listed are an Architect's estimate and may vary when bid out by a contractor.

1) Building Structural Safety Issues – Urgent, impending danger.

- Second and Third floor windows, wood lintels and trim replaced or restored. In danger of falling out onto street.
 - Second floor windows are on order, funded. \$40,000
 - Third floor windows and balcony door may cost \$30,000 to be restored / replaced. Door should be preserved / restored, windows could be restored or replaced.
- Bricks, stone, plaster reliefs, window and cornice elements need to be checked by an experienced mason, and re-pointed using the proper historic lime & marble sand-based mortar mix. Density and chemistry of mortar must match existing brick and mortar otherwise increased frost and moisture damage would occur. \$50,000?
- HVAC compressors on the North Wall exterior need to be placed on the roof preferably. Already one recent traffic accident occurred due to the unpermitted and non-code compliant install. \$5,000?
- Glass Sidewalk preservation and stabilization, In Progress, SHPO funded \$150,000 approx.

2) Building Safety Issues – Code Safety Issues, not urgent, grant or bed-tax funded

- Front façade Parapet tied back to roof structure to prevent collapse on street in seismic, wind and fire
 - Pair with decorative cornice to cover parapet stabilization structure and restore historical significance. \$60-125,000?
 - Value engineering of the design may lower the price of this, if there is interest.
- Bannisters on Mezzanine and third floor stairwell need to have an additional rail installed atop to increase height to Code. A polished brass modular system that bolts onto the top of the original bannisters similar to one I designed for the CQ Library would be nice here.
- A higher banister rail installed on third floor French doors to increase height to Code.
- Basement Stair enclosure to prevent fire spread. - \$15,000
- Restrooms will need open-style toilet seats. Helps the spread of germs. \$300
- Old electrical wiring may stay in place if historically significant, but completely disconnected from upgraded new electrical system. Electrician to do code check on main service, breakers, and circuits. \$1,000?

- Open electrical boxes will have to be properly closed off with light fixture, switch, receptacle or plate. \$300
 - Fire extinguishers will have to be moved to the locations requested by the fire inspector. Some were too low some where on the ground. And had no signage stating location. \$300
- 3) Building Preservation & maintenance – Building longevity and Historic work, grant or bed-tax funded**
- Interior Millwork and Stair Treads need sanding and new sealer or repair of sealer, as needed. \$8,000?
 - Re-Opening of clearstory prism windows on first floor, in addition to the replacement of right side windows to full height style to match left side (original 1908 design) \$25,000?
 - Historic prism glass is still present, behind stucco, stucco must be very carefully removed.
 - Retractable Fabric awnings to be installed over lower ground floor windows to protect displays from overheating in summer. Per 1908 designs \$30,000?
 - Membrane roof needs re-painting per existing manufacturer's spec. \$15,000?
 - For any change in occupancy requested by the city, adjustments to the fire safety systems, secondary exists, alarms, or sprinklers, or fire ladders may be required, to increase or change occupancy. To be designed, no cost yet, architectural design needed first. \$1,000 to \$150,000

Thank you for asking me to provide you with this list. If you would like to discuss further, we can set up a meeting or you can call my cellphone at 432-0348. For email replies please CC my civil engineer Richard Cayer and keep him in the loop.

Thanks
Ben Lepley



← Check

Check and Fill

Done Fill →

Windows Fixed

Windows Fixed

Check

THE FAIR

MUSEUM
Bisbee Restoration
ASSOCIATION

9-500.06. Hospitality industry; discrimination prohibited; use of tax proceeds; exemption; definitions

A. A city or town shall not discriminate against hospitality industry businesses in the collection of fees. For the purposes of this subsection:

1. "Discriminate" means any increase of fees on hospitality industry businesses by any dollar amount without a corresponding equal dollar amount of increase in the privilege license fees or other fees imposed on all other businesses in the city or town or increasing or imposing the fees on hospitality industry businesses where no similar fees are established and imposed on other businesses.
2. "Fees on hospitality industry businesses" means annual liquor license taxes or fees or annual renewal or reissuance fees for municipal business privilege licenses, however denominated.

B. A city or town shall not increase the fees on hospitality businesses in any year by an amount that exceeds the amount of any increase in the consumer price index compared to the average of the last five years of consumer price indexes.

C. On or after the effective date of this amendment to this section, if a city or town, by passing an ordinance or charter amendment by its governing council or by a public vote, establishes a discriminatory transaction privilege tax or increases its existing discriminatory transaction privilege tax on hospitality industry businesses greater than any increase imposed on other types of businesses in the city or town, the proceeds of the established discriminatory transaction privilege tax, except as provided in subsection D, and the proceeds of any increase above the existing discriminatory transaction privilege tax shall be used exclusively by the city or town for the promotion of tourism. For the purposes of this section a tax which is in effect on April 1, 1990 and is subsequently renewed by a majority of qualified electors voting at an election to approve the renewal is not considered a tax increase.

D. For the purposes of subsection C, expenditures by a city or town for the promotion of tourism include:

1. Direct expenditures by the city or town to promote tourism, including but not limited to sporting events or cultural exhibits.
2. Contracts between the city or town and nonprofit organizations or associations for the promotion of tourism by the nonprofit organization or association.
3. Expenditures by the city or town to develop, improve or operate tourism related attractions or facilities or to assist in the planning and promotion of such attractions and facilities.

E. If a city or town has not imposed a discriminatory transaction privilege tax up to a two per cent tax level on hospitality industry businesses as of April 1, 1990 and thereafter imposes or increases such a discriminatory transaction privilege tax, the first two percentage rate portion of the discriminatory transaction privilege tax is not subject to the provisions of subsection C.

F. The collection by a city or town of a fee or tax prohibited by this section shall be void and unlawful. For a five year period following the unlawful collection of the fee, the city or town shall reimburse the hospitality business for any reasonable expense incurred in collecting from the city or town any fees or tax unlawfully collected.

G. For the purposes of this section:

1. "Discriminatory transaction privilege tax" means any transaction privilege tax rate imposed by a city or town on hospitality industry businesses that is above the transaction privilege tax rate imposed by a city or town equally on all businesses subject to a transaction privilege tax.
2. "Hospitality industry businesses" means:

(a) A restaurant, bar, hotel, motel, liquor store, grocery store, convenience store or recreational vehicle park.

(b) A motor vehicle rental agency in a county stadium district which has imposed the car rental surcharge pursuant to section 48-4234.