

**RESOLUTION NO. 2968**

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF PAYSON, ARIZONA, ACCEPTING AND APPROVING: (1) A PURCHASE AGREEMENT; (2) SUMMARY STATEMENT OF OFFER TO PURCHASE AND IMPROVEMENT REPORT; (3) WARRANTY DEED; (4) TEMPORARY CONSTRUCTION EASEMENT AND (5) DRAINAGE EASEMENT FOR THE EAST BONITA STREET IMPROVEMENTS PROJECT PHASE II RELATED TO 313 S. KODZ ROAD ---APN 304-04-143B ("SUBJECT PROPERTY").**

**WHEREAS**, the Town of Payson, a municipal corporation and a political subdivision of the State of Arizona, is located entirely in Gila County and incorporated and organized under A.R.S. §§ 9-101 and 9-231; and

**WHEREAS**, pursuant to A.R.S. § 9-240 (B)(3), the Town Council shall also have power to exercise exclusive control over the streets, alley, easement, avenue, park, public place or sidewalk and to vacate, abandon, accept or abolish same within the town limits; and

**WHEREAS**, A.R.S. § 9-241 provides that the Town of Payson may receive real property necessary or proper to carry out the purposes of the municipal corporation, within or without its limits; and

**WHEREAS**, the Town of Payson has planned, designed and is ready to implement the East Bonita Street Improvements Project Phase II to be managed by ADOT to include, but not be limited to, road surface replacement, bike lanes, storm drain upgrades and separate utility upgrades or replacement in conjunction with this project; and

**WHEREAS**, it is the desire of the Town of Payson to accept and approve a Purchase Agreement, a Summary Statement, a Warranty Deed, a Temporary Construction Easement and a Drainage Easement for the SUBJECT PROPERTY; and

**WHEREAS**, said real property is located within the corporate limits of the Town of Payson,

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

Section 1: That the Purchase Agreement is accepted and approved in substantially the form attached hereto under Exhibit I together with the Summary Statement of Offer to Purchase and Improvement Report.

Section 2: That the Town of Payson does hereby approve the consideration paid and accepts said Warranty Deed described and depicted under Exhibit "I" and individually identified as Exhibits "A" and "B" attached hereto and incorporated by reference as though set forth in full herein.

Section 3: That the Town of Payson does hereby approve the consideration paid and accepts said Temporary Construction Easement described and depicted under Exhibit "I" and individually identified as Exhibits "A" and "B" attached hereto and incorporated by reference as though set forth in full herein.

Section 4: That the Town of Payson does hereby approve the consideration paid and accepts said Drainage Easement described and depicted under Exhibit "I" and individually identified as Exhibits "A" and "B" attached hereto and incorporated by reference as though set forth in full herein.

Section 5: That Kenny J. Evans, Mayor of the Town of Payson, is authorized to execute Resolution No. 2968 and the Purchase Agreement in substantially the form attached hereto and marked under Exhibit I.

Section 6: That the Town of Payson and Town Officials be and are hereby authorized to take such other and further actions as may be necessary or appropriate in perfecting the use and control thereof, including, but not limited to, the maintenance thereof, and the official recordation of the documents attached hereto under Exhibit "I".

**PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF PAYSON** this 15<sup>th</sup> day of September, 2016 by the following vote:

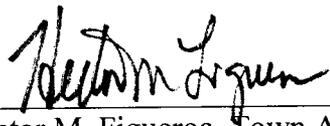
AYES \_\_\_\_\_ NOES \_\_\_\_\_ ABSTENTIONS \_\_\_\_\_ ABSENT \_\_\_\_\_

\_\_\_\_\_  
Kenny J. Evans, Mayor

**ATTEST:**

\_\_\_\_\_  
Silvia Smith, Town Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Hector M. Figueroa, Town Attorney

***EXHIBIT "I"***  
***to Resolution No. 2968***

**(Bonita Phase II 313 S. KODZ ROAD)**



# State of Arizona Substitute W-9 & Vendor Authorization Form

**Purpose:** Establish or update a vendor account with the State of Arizona. This form meets the Federal requirements to request a taxpayer identification number (TIN), request certain certifications and claims for exemption, as well as the State of Arizona requirements for vendor establishment.

**Instructions:** Complete form if

1. You are a U.S. person (including a resident alien);
2. You are a vendor that provides goods or services to an Arizona state agency; **AND**
3. You will receive payment from the State of Arizona.

### Type of Request (Must select at least ONE)

<input checked="" type="checkbox"/> New Request	<input type="checkbox"/> New Location (Additional Address ID)	<input type="checkbox"/> Change (Select the type(s) of change from the following:	<input type="checkbox"/> Tax ID	<input type="checkbox"/> Legal Name	<input type="checkbox"/> Entity Type	<input type="checkbox"/> Minority Business Indicator
			<input type="checkbox"/> Main Address	<input type="checkbox"/> Remittance Address	<input type="checkbox"/> Contact Information	

### Taxpayer Identification Number (TIN) (Provide ONE Only)

Social Security Number (SSN) 554-90-8739 OR Federal Employer Identification Number (FEIN) \_\_\_\_\_

### Entity Name (\* Must Provide Legal Name. Must match SSN or FEIN given. If individual or Sole Proprietorship enter First, Middle, Last Name.)

Legal Name\* Jodi Lyn Slater

DBA Name \_\_\_\_\_

### Entity Type (Must Select One of the Following)

<input checked="" type="checkbox"/> Individual/Sole Proprietor or single-member LLC (6I)	<input type="checkbox"/> An international organization or any of its agencies/instrumentalities (SU)
<input type="checkbox"/> Corporation (5A)	<input type="checkbox"/> The US or any of its political subdivisions or instrumentalities (2G)
<input type="checkbox"/> Partnership (5C)	<input type="checkbox"/> A state, a possession of the US, or any of their political subdivisions or instrumentalities (4G)
<input type="checkbox"/> Limited liability company (LLC) including Corporations & Partnerships (5A)	<input type="checkbox"/> Other: Tax Reportable Entity (5P)
	<input type="checkbox"/> Other: Tax Exempt Entity (5H) Description _____

### Minority Business Indicator (Must select one of the following)

<input type="checkbox"/> Small Business (01)	<input type="checkbox"/> Small, Woman Owned Business- Hispanic (31)	<input type="checkbox"/> Minority Owned Business- African American (04)
<input type="checkbox"/> Small Business- African American (23)	<input type="checkbox"/> Small, Woman Owned Business- Native American (33)	<input type="checkbox"/> Minority Owned Business- Asian (32)
<input type="checkbox"/> Small Business- Asian (24)	<input type="checkbox"/> Small, Woman Owned Business- Other Minority (11)	<input type="checkbox"/> Minority Owned Business- Hispanic (74)
<input type="checkbox"/> Small Business - Hispanic (25)	<input type="checkbox"/> Woman Owned Business (03)	<input type="checkbox"/> Minority Owned Business- Native American (15)
<input type="checkbox"/> Small Business- Native American (27)	<input type="checkbox"/> Woman Owned Business- African American (17)	<input type="checkbox"/> Minority Owned Business- Other Minority (02)
<input type="checkbox"/> Small Business- Other Minority (05)	<input type="checkbox"/> Woman Owned Business- Asian (18)	<input type="checkbox"/> Non-Profit, IRC §501(c) (88)
<input type="checkbox"/> Small, Woman Owned Business (06)	<input type="checkbox"/> Woman Owned Business- Hispanic (19)	<input type="checkbox"/> Non-Small, Non-Minority or Non-Woman Owned Business (00)
<input type="checkbox"/> Small, Woman Owned Business- African American (29)	<input type="checkbox"/> Woman Owned Business- Native American (21)	
<input type="checkbox"/> Small, Woman Owned Business- Asian (30)	<input type="checkbox"/> Woman Owned Business- Other Minority (08)	<input type="checkbox"/> Individual, Non-Business (00)

### Veteran Owned Business? YES NO

### Main Address (Where tax information and general correspondence is to be mailed) Remittance Address (Where payment is to be mailed) Same as Main

Address 8419 E PLAZA AVE.

City SCOTTSDALE State AZ Zip code 85250

Address Line 1 \_\_\_\_\_

Address Line 2 \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip code \_\_\_\_\_

### Vendor Contact Information

Name \_\_\_\_\_ Title \_\_\_\_\_

Phone # \_\_\_\_\_ Ext. \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_

### Certification Exempt from backup withholding

Under Penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me) AND
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding AND
3. I am a U.S. person (including U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN.

**The Internal Revenue Service does not require your consent to any provision of this document other than the certification required to avoid backup withholding.**

Signature Jodi Lyn Slater Title \_\_\_\_\_ Date 8/4/10

Return completed form to the state agency with whom you do business, for review and authorization.

### STATE OF ARIZONA AGENCY USE ONLY - AGENCY AUTHORIZATION VENDOR: DO NOT WRITE BELOW THIS LINE

State HRIS EIN _____	Print Name _____	Signature _____
AGY _____	Title _____	Phone # _____
		Email _____
		Date _____

### STATE OF ARIZONA GAO USE ONLY VENDOR & STATE AGENCY: DO NOT WRITE BELOW THIS LINE

<input type="checkbox"/> IRS TIN Matching	<input type="checkbox"/> HRIS	<input type="checkbox"/> Other	Vendor Number _____	Processed by _____	Date Processed _____
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**SUMMARY STATEMENT OF OFFER TO PURCHASE  
AND  
IMPROVEMENT REPORT**

This statement accompanies our letter of August 3, 2016, and shows the basis on which the offer is made.

**A. IDENTIFICATION OF THE PROPERTY**

The land is identified as the West 58 feet of the West half of Lot J, RUSSELL ADDITION, PLAT 1A, according to Map No. 114, records of Gila County, Arizona.

also known as Assessor Parcel No(s). 304-04-143B

**B. THE ESTATE OR INTEREST NEEDED**

The estate(s) or interest(s) needed is/are as follows (indicated by an "X"):

<input checked="" type="checkbox"/> Fee interest (new right-of-way)	248	Square Feet
<input type="checkbox"/> Underlying fee interest (existing rights-of-way)		Square Feet
<input type="checkbox"/> Easement (new right-of-way)		Square Feet
<input checked="" type="checkbox"/> Drainage Easement	607	Square Feet
<input checked="" type="checkbox"/> Temporary Construction Easement	317	Square Feet
<input type="checkbox"/>		Square Feet

**C. THE OFFER AS JUST COMPENSATION, AND BREAKDOWN**

The amount offered represents just compensation, and is the result of a review and analysis of an appraisal made by a certified real estate appraiser. If only part of the property is needed, full consideration has been given to the value of the remaining property, including items requiring compensation on a "cost-to-cure" basis, if any. The analysis of the remaining property takes into account the effect of the acquisition of the land needed, and the establishment and construction of the project. A breakdown of the offer is as follows:

Land (including improvements)	\$	4,484.00
Severance Damages to remaining property (possible on partial acquisitions only)	\$	
Temporary Construction Easement	\$	174.00
Drainage Easement	\$	3,005.00
Total Just Compensation	\$	8,200.00

\*Explanation of "Cost-to-Cure" item(s):

**D. THE IMPROVEMENTS**

THE IMPROVEMENTS ACQUIRED AS A PART OF THE PURCHASE ARE DESCRIBED AS FOLLOWS:

(24) Medium Shrubs (1) Large Tree 42 LF of Chain-link Fence

It is hereby acknowledged that all buildings and other improvements listed above that are situated entirely within or partially within the Right of Way take limits are conveyed to the Town of Payson with Rights of Entry upon the Grantors remaining land for the purpose of building removal and other improvements as noted.

COMMENTS AND/OR EXCLUSIONS:

PERSONAL PROPERTY NOT ACQUIRED (INCLUDES ITEMS NOT PERMANENTLY ATTACHED):

**E. THE DOCUMENTS NEEDED**

Following is a summary of the documents requiring signature (indicated by "X"):

- Purchase Agreement** (this document shows the terms of the transaction, and the attached Exhibit "A" provides the exact legal description)
- Warranty/Special Warranty/Quitclaim Deed** (to be notarized)
- Extended Occupancy Agreement**  Mobile/RV/ Vehicle Title
- Right of Way Contract** (to be notarized)  **Easement** (to be notarized)
- Temporary Construction Easement**  **Arizona Substitute W-9 Form**
- Summary Statement of Offer to Purchase and Improvement Report** (see below)

**F. SECURITY DEPOSIT INFORMATION AND ACKNOWLEDGMENT**

The Town of Payson shall withhold \$0.00 in escrow, as a security deposit, in accordance with the terms of the Purchase Agreement.

**G. SUBSURFACE IMPROVEMENT STATEMENT**

1. I  am  am not aware of the presence of any subsurface improvements (e.g., septic systems, storm cellars, ground wells) within the area of the Town's acquisition.\*
2. Well(s)  Yes  No Well Registration No(s): 55-\_\_\_\_\_
3. Irrigation Water Rights  Yes  No IGR Number: 58-\_\_\_\_\_  
(NOTE: If you answered yes regarding water rights, please provide a copy of the appropriate certificate)

\*If aware of such improvements, please provide any information that may assist in locating same.

**GRANTOR: JODI LYN ANTHONY SLATER, A MARRIED WOMAN AS HER SOLE AND SEPARATE PROPERTY**

*Jodi Lyn Anthony Slater* Date 8/4/16  
Jodi Lyn Anthony Slater

\_\_\_\_\_ Date \_\_\_\_\_



**THIS PURCHASE AGREEMENT SHALL SERVE AS THE ESCROW INSTRUCTIONS**

The Escrow Agent shall first apply the purchase price on deposit to satisfy such taxes, mortgage claims, leasehold interests, special assessments, fines, fees or charges to be paid to the homeowners association and other encumbrances as may be authorized for payment, and the balance thereof shall be paid in accordance with the terms hereof. If the subject property is encumbered with Covenants, Conditions and Restrictions, the Escrow Agent shall send a Notice of Pending Sale pursuant to A.R.S. 33-1806.

The Escrow Agent is to withhold \$0.00 as a security and/or site-clearance deposit pending satisfactory delivery of the subject property to the Town by the Grantor. Grantor agrees the Town may apply the security deposit to payment of any unpaid rents due the Town from the Grantor, or to payment for any loss or damage sustained by the Town caused by the Grantor after the date of this agreement. The Town will make written authorization to the Escrow Agent for disbursement of the security deposit in accordance with this agreement, after acceptance of delivery and possession of the subject property.

The Grantor is to notify the Town of Payson, of the date Grantor intends to vacate the subject property.

Instructions to Escrow Agent: Deposit all escrowed funds in escrow account and disburse same by check; pay encumbrances in accordance with this agreement; prorate all agreed items; record such escrowed instruments as are necessary or proper in the issuance of title insurance; and pay the balance of the escrowed funds to the party or parties entitled thereto. It is further understood and agreed that the Title Company shall not be responsible for any liens or encumbrances not of record at the closing of escrow.

The Town of Payson will be furnished a copy of the Grantor's closing statement with the following certification signed by an authorized officer: "This is to certify this is a true and correct statement of disbursement of funds collected from the "Town of Payson."

The Escrow Agent is to request the Grantor acknowledge receipt of the amount shown on the closing statement as due Grantor. Either a copy of this request or a copy of a signed receipt is to be retained in the escrow file.

The Town will pay the costs of any escrow services and/or title insurance desired by it, but may, at its option, waive escrow and/or title insurance. Upon such waiver, the references to Title Company, Escrow Agent, and title insurance herein are not applicable. If this transaction is not handled through a title company, the conveyance will be delivered direct to the Town of Payson and payment will be made direct from the Grantee to the Grantor after approval and acceptance by the Town of Payson and the final filing and recording of the documents.

If cost-to-cure moneys have been paid to remove or relocate improvements on the property conveyed, Grantor agrees to remove all buildings and appurtenances including fences, floors other than concrete, plumbing lines above grade, and all combustible material not later than 30 days from the date of payment. The Grantor assumes all liability connected with said removal. It is further agreed that upon expiration of the time provided for removal, all improvements remaining partially or wholly upon the lands conveyed shall become the property of the Town of Payson, and all rights of the Grantor to said improvements shall cease and terminate. Grantor shall be liable for the reasonable costs incurred in removing said improvements. License is hereby granted to the Town of Payson to enter upon the Grantor's remaining lands where necessary to accomplish the purpose of this agreement.

If the Town is acquiring only a portion of Grantor's property, then Grantor grants to the Town, its agents, employees and contractors, the right to enter Grantor's remaining property as necessary for utility reconnection, driveway reconnection, facilitating removal of buildings or appurtenances where portions of acquired buildings or appurtenances are situated on Grantor's remaining property, and to facilitate sound wall construction on adjacent Town-owned right of way, if required. It is further understood and agreed that this temporary right will expire and terminate thirty (30) days after completion of Town's project.

It is understood and agreed the consideration expressed herein is accepted by the Grantor as full and complete compensation for the interest being acquired, and in settlement for all injury or damage to the Grantor's remaining abutting lands. Further, said consideration shall constitute a waiver of any and all claims for damages or compensation to said abutting lands that may hereafter arise or result from the establishment and construction of the highway in the manner proposed by the Town.

Town is acquiring Grantor's property through its right of eminent domain under threat of condemnation; therefore, it is not a voluntary sale in the ordinary course of real estate negotiation. Further, the settlement herein is in lieu of condemnation and not admissible as evidence of value, nor for any other evidentiary purpose, in conjunction with any judicial or administrative proceeding.

- Yes  No Addendum attached hereto and made part hereof
- Notice of Pending Sale pursuant to A.R.S 33-1806.

**GRANTOR: Jodi Lyn Anthony Slater, a married woman as her sole and separate property**

*Jodi Lyn Anthony Slater*  
Jodi Lyn Anthony Slater Date: 8/14/16

\_\_\_\_\_  
Date:

Accepted \_\_\_\_\_ Date: \_\_\_\_\_  
ESCROW OFFICER

The Town of Payson

By *Susan D. Lane*  
Susan D. Lane, Right of Way Agent

Approved by: \_\_\_\_\_

Its \_\_\_\_\_ Date \_\_\_\_\_ 20 \_\_\_\_

Accepted: Town of Payson \_\_\_\_\_ 20 \_\_\_\_

By \_\_\_\_\_  
Mayor, Kenney J. Evans

# EXHIBIT "A"

## LEGAL DESCRIPTION FOR TOWN OF PAYSON – EAST BONITA STREET (SZ068) ASSESSOR PARCEL 304-04-143B

Three irregular shaped land tracts situated in the west 58.00 feet of Lot J, Russell Addition Plat 1A as recorded on Map 114 of Gila County Recorder records within the south half of Section 3, Township 10 North, Range 10 East of the Gila and Salt River Base and Meridian, (S½, Sec 3, T10N, R10E, G&SRB&M) Gila County, Arizona more particularly described below:

A basis for bearings is South 88° 44' 19" East as measured along the north line of the south half of the south half of the northwest quarter of the southeast quarter of said Section 3 having a distance of 2,645.33 feet between arbitrary points on said line determined from found monuments representing the Center ¼ corner of Section 3 (0.5" rebar), thence South 00° 54' 27" West, 983.42 feet to the point on the line and the East ¼ corner of Section 3 (brass cap in handhole), thence South 01° 13' 20" West, 973.07 feet to the point on the line.

### For New Public Right-of-Way

Beginning at the southwest corner of said Lot J; thence along the west line of said lot, North 01° 07' 27" East, 20.00 feet; thence South 43° 48' 58" East, 24.77 feet; thence South 85° 13' 28" East, 40.58 feet to the southeast corner of said lot; thence along the south line of said lot, North 88° 45' 22" West, 58.00 feet returning to the Point of Beginning.

Containing 248 square feet (0.0057 acres) more or less.

### For New Drainage Easement

Beginning at the southeast corner of said Lot J; thence North 85° 13' 28" West, 40.58 feet; thence North 43° 48' 58" West, 24.77 feet to point on the west line of said lot; thence along said west line, North 01° 07' 27" East, 61.51 feet; thence South 04° 46' 40" East, 68.98 feet; thence South 82° 41' 42" East, 51.20 feet to a point on the east line of said lot; thence along said east line, South 01° 07' 27" West, 7.50 feet returning to the Point of Beginning.

Containing 607 square feet (0.0139 acres) more or less.

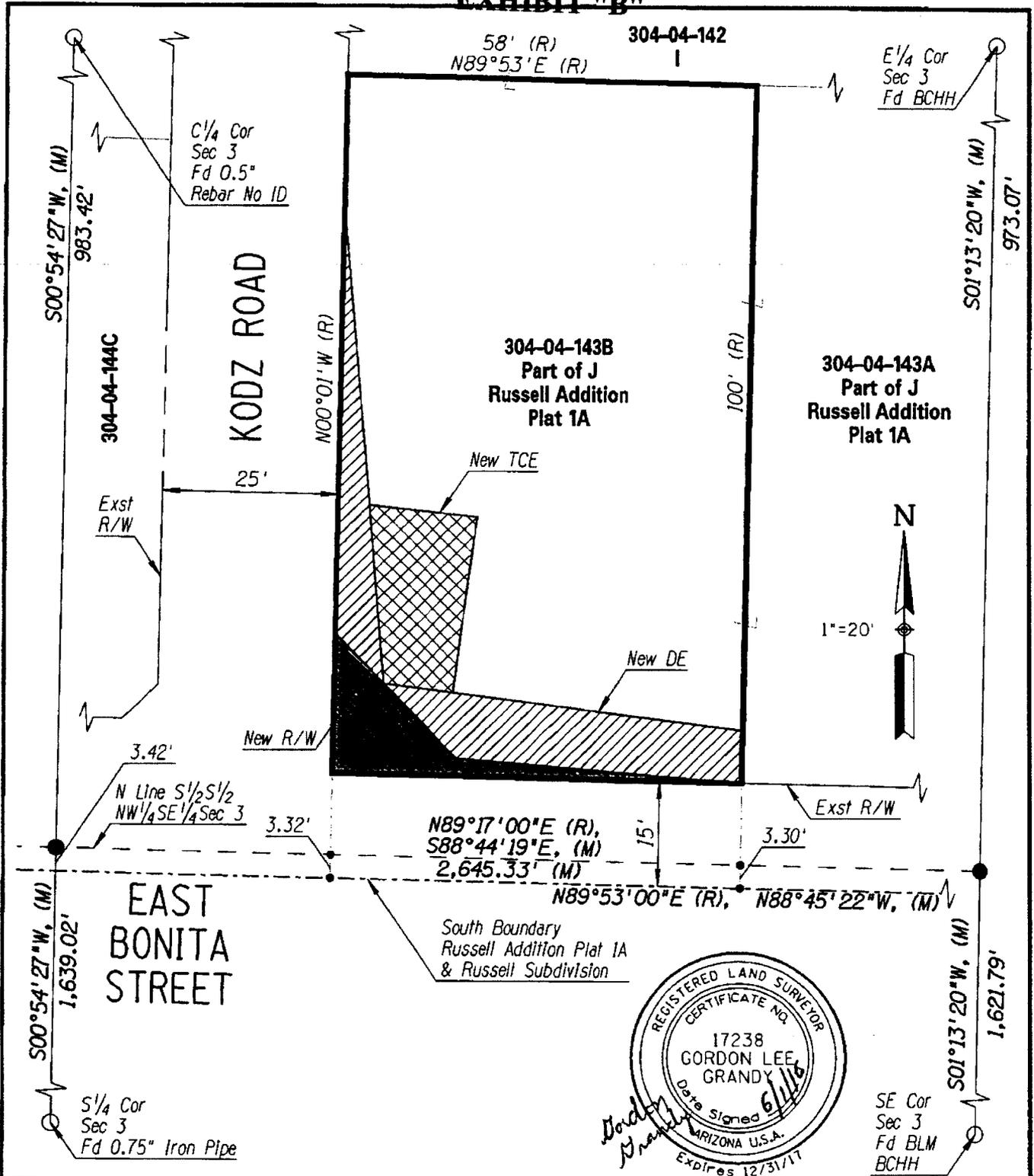
### For Temporary Construction Easement

Commencing from a tie at the southeast corner of said Lot J; thence along the east line of said lot, North 01° 07' 27" East, 7.50 feet; thence North 82° 41' 42" West, 41.38 feet to the Point of Beginning; thence continuing North 82° 41' 42" West, 9.82 feet; thence North 04° 46' 40" West, 25.59 feet; thence South 83° 49' 33" East, 15.33 feet; thence South 07° 38' 48" West, 25.32 feet returning to the Point of Beginning.

Containing 317 square feet (0.0073 acres) more or less.



**EXHIBIT "B"**



**NFra Inc.**  
 a transportation engineering firm  
 77 East Thomas Road, Suite 200  
 Phoenix, Arizona 85012

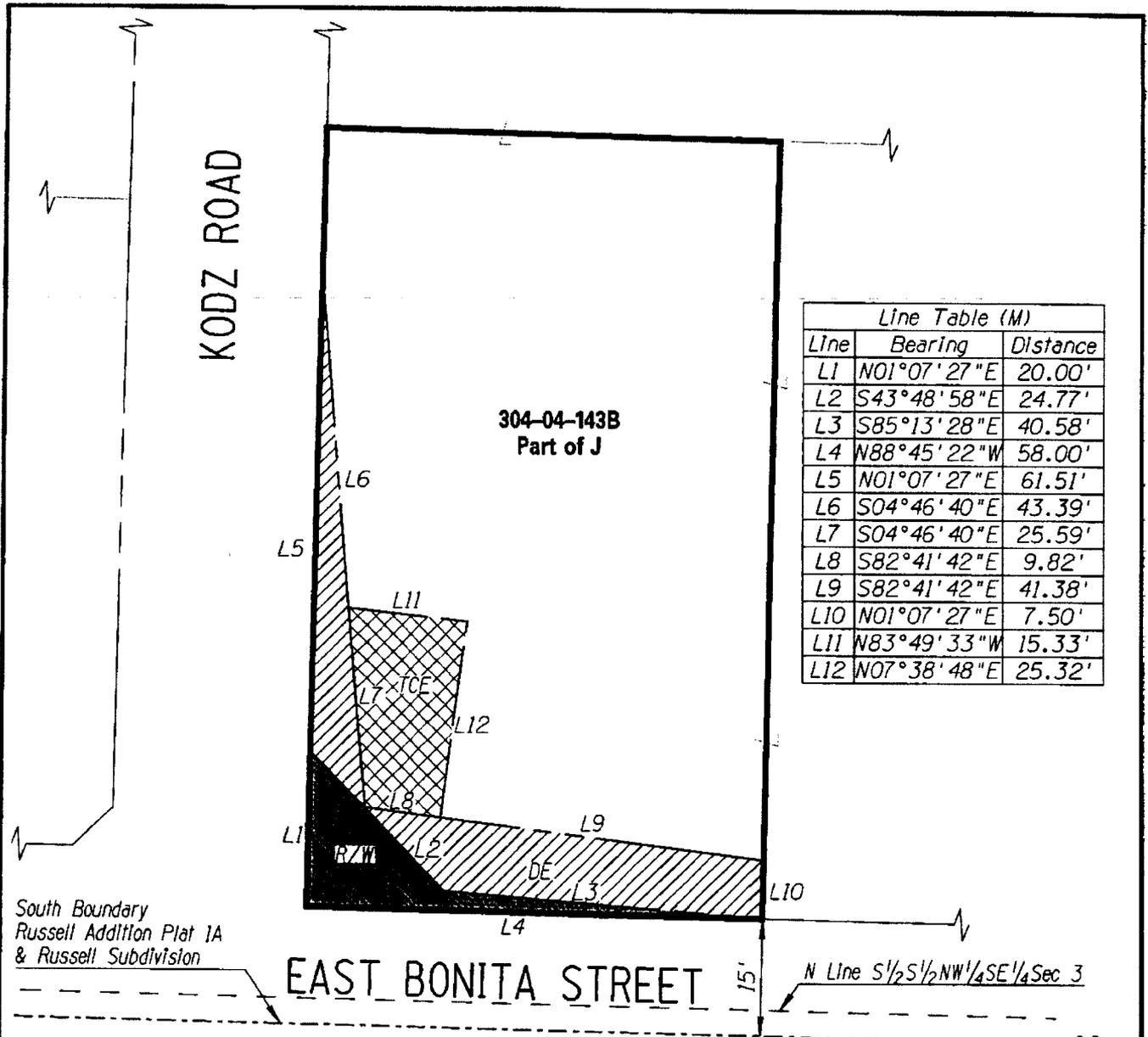
**EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION  
 FOR RIGHT OF WAY, DRAINAGE EASEMENT &  
 TEMPORARY CONSTRUCTION EASEMENT  
 ASSESSOR PARCEL 304-04-143B**



DATE: 6/16  
 DSN: KRT  
 DRN: KRT  
 CHK: GLG

**PROJECT NUMBER**  
 0000 GI PAY SZ068 01C

**SHEET 1 OF 2**



Line Table (M)

Line	Bearing	Distance
L1	N01°07'27"E	20.00'
L2	S43°48'58"E	24.77'
L3	S85°13'28"E	40.58'
L4	W88°45'22"W	58.00'
L5	N01°07'27"E	61.51'
L6	S04°46'40"E	43.39'
L7	S04°46'40"E	25.59'
L8	S82°41'42"E	9.82'
L9	S82°41'42"E	41.38'
L10	N01°07'27"E	7.50'
L11	W83°49'33"W	15.33'
L12	N07°38'48"E	25.32'

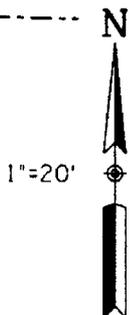
South Boundary  
Russell Addition Plat 1A  
& Russell Subdivision

EAST BONITA STREET

N Line S<sup>1</sup>/<sub>2</sub>S<sup>1</sup>/<sub>2</sub>NW<sup>1</sup>/<sub>4</sub>SE<sup>1</sup>/<sub>4</sub>Sec 3



	Parcel Area	Sq Ft	Acres
Before	Gross/Net	5,800	0.1331
Proposed Acquisition	New R/W	248	0.0057
	New DE	607	0.0139
After	Net	5,552	0.1274
	New TCE	317	0.0073



	<b>NFra Inc.</b> <i>a transportation engineering firm</i> 77 East Thomas Road, Suite 200 Phoenix, Arizona 85012	<b>EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION          FOR RIGHT OF WAY, DRAINAGE EASEMENT &amp;          TEMPORARY CONSTRUCTION EASEMENT          ASSESSOR PARCEL 304-04-143B</b>	
	<b>ADOT</b>	DATE: 6/16 DSN: KRT DRN: KRT CHK: GLG	<b>PROJECT NUMBER          0000 GI PAY SZ068 01C          SHEET 2 OF 2</b>

WHEN RECORDED RETURN  
Town Clerk  
Town of Payson  
303 N. Beeline Highway  
Payson, AZ 85541

Escrow No.  
Exempt From Affidavit  
By A.R.S. 11-1134-A-3

TOWN OF PAYSON  
**WARRANTY DEED**

For consideration of Ten and 00/100 Dollars, and other valuable consideration, Jodi Lyn Anthony Slater, a married woman as her sole and separate property (“Grantor”), does hereby convey to the TOWN OF PAYSON, an Arizona Municipal Corporation (“Grantee”), the following described real property situated in Gila County, Arizona (the “Property”):

**SEE EXHIBIT “A” AND “B” ATTACHED HERETO  
AND BY REFERENCE MADE A PART HEREOF**

Pursuant to A.R.S. 33-404 the Name(s) and Address(es) of the Beneficiaries(ies) is/are:

**SUBJECT TO** current taxes and assessments, reservations and all easements, rights of way, covenants, conditions, restrictions, liens and encumbrances of record.

IN WITNESS WHEREOF, this instrument is executed this 4 day of August, 2016

Jodi Lyn Anthony Slater  
Jodi Lyn Anthony Slater

**NOTARY CERTIFICATION**  
Capacity claimed by signer(s)

- Individual
- Corporate
- Trustee(s)
- Other

Jodi Lyn Anthony Slater  
Entity(ies) Represented

Title of Signer

State Of Arizona )  
County Of Maricopa )SS

Before me, S. Lane, the undersigned officer/notary  
(Name of Notary)

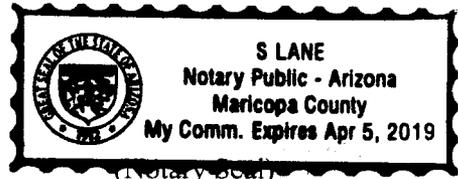
On August 4, 20 16 personally appeared Jodi Lyn Anthony Slater

IN WITNESS, my hand and official seal

Personally known -OR- proved to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity on behalf of which the person(s) acted, executed the instrument.

S Lane  
(Signature of Notary)

My Commission Expires: 4/5/19



Approved by the Director of Development and Community Services/Town Engineer, Town of Payson

Accepted: Town of Payson \_\_\_\_\_, 20\_\_\_\_

By \_\_\_\_\_



# EXHIBIT "A"

## LEGAL DESCRIPTION FOR TOWN OF PAYSON – EAST BONITA STREET (SZ068) ASSESSOR PARCEL 304-04-143B

Three irregular shaped land tracts situated in the west 58.00 feet of Lot J, Russell Addition Plat 1A as recorded on Map 114 of Gila County Recorder records within the south half of Section 3, Township 10 North, Range 10 East of the Gila and Salt River Base and Meridian, (S½, Sec 3, T10N, R10E, G&SRB&M) Gila County, Arizona more particularly described below:

A basis for bearings is South 88° 44' 19" East as measured along the north line of the south half of the south half of the northwest quarter of the southeast quarter of said Section 3 having a distance of 2,645.33 feet between arbitrary points on said line determined from found monuments representing the Center ¼ corner of Section 3 (0.5" rebar), thence South 00° 54' 27" West, 983.42 feet to the point on the line and the East ¼ corner of Section 3 (brass cap in handhole), thence South 01° 13' 20" West, 973.07 feet to the point on the line.

### For New Public Right-of-Way

Beginning at the southwest corner of said Lot J; thence along the west line of said lot, North 01° 07' 27" East, 20.00 feet; thence South 43° 48' 58" East, 24.77 feet; thence South 85° 13' 28" East, 40.58 feet to the southeast corner of said lot; thence along the south line of said lot, North 88° 45' 22" West, 58.00 feet returning to the Point of Beginning.

Containing 248 square feet (0.0057 acres) more or less.

### For New Drainage Easement

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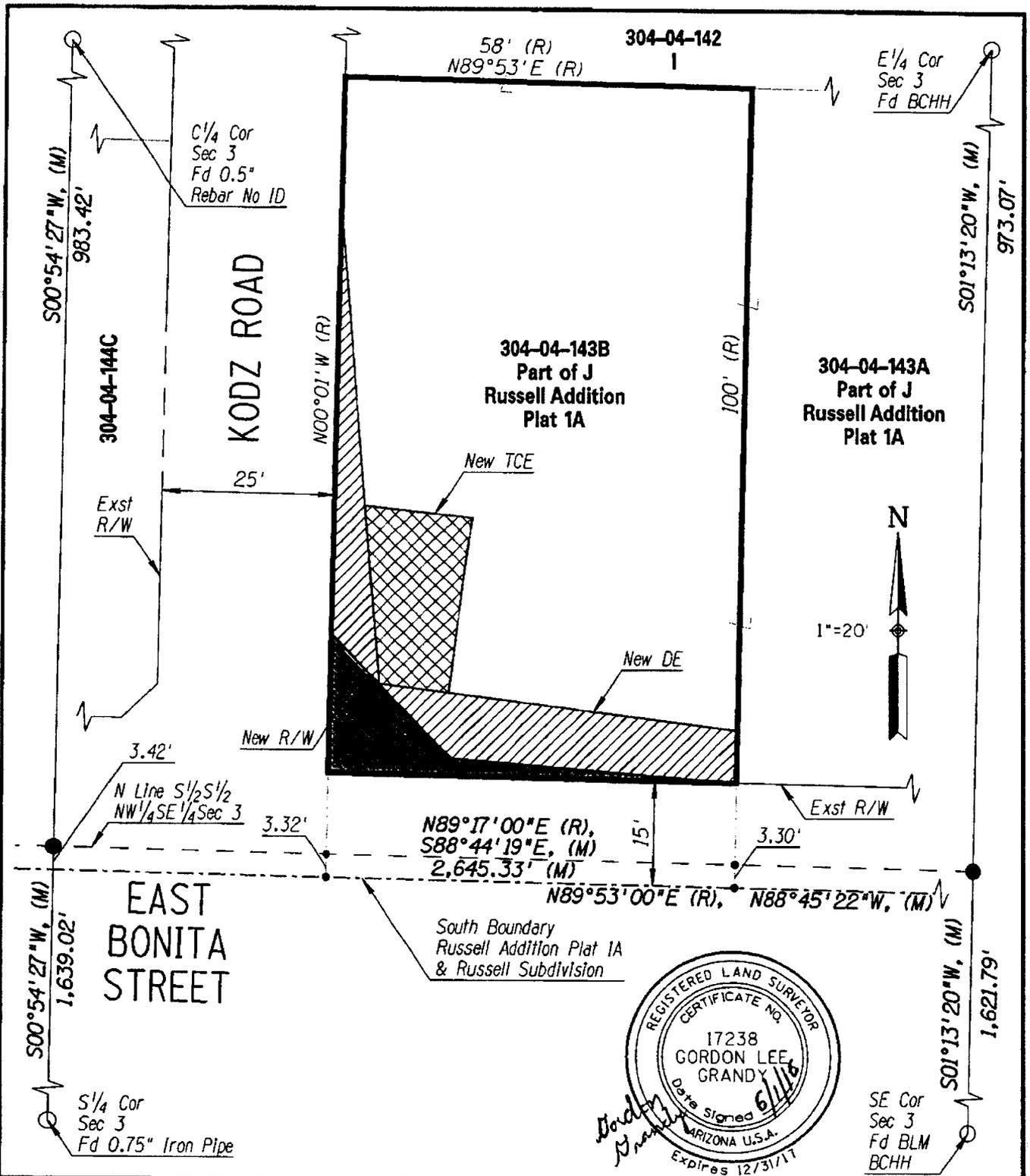
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# EXHIBIT "B"



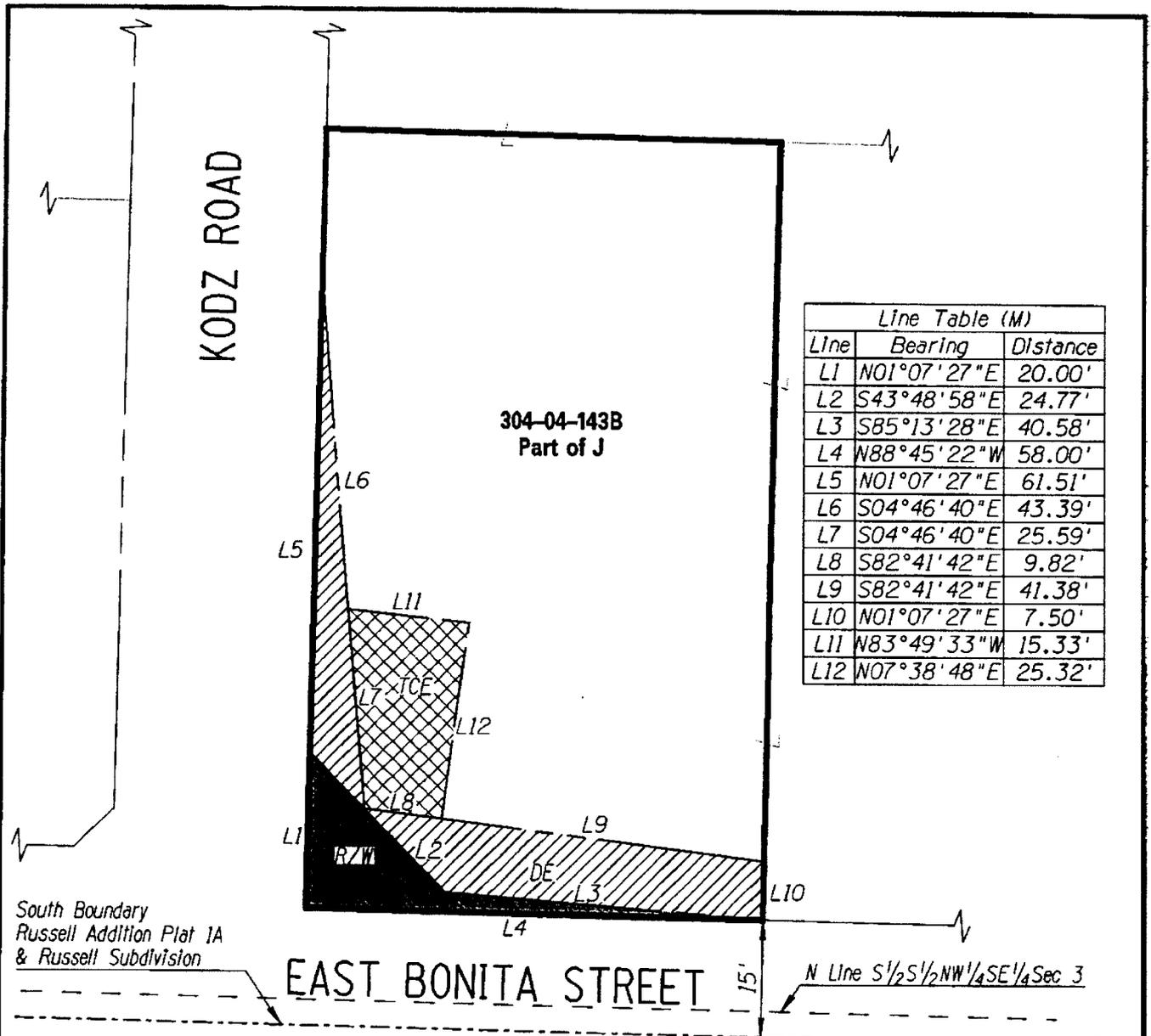
 **NFra Inc.**  
a transportation engineering firm  
77 East Thomas Road, Suite 200  
Phoenix, Arizona 85012

EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION  
FOR RIGHT OF WAY, DRAINAGE EASEMENT &  
TEMPORARY CONSTRUCTION EASEMENT  
ASSESSOR PARCEL 304-04-143B



DATE: 6/16  
DSN: KRT  
DRN: KRT  
CHK: GLG

PROJECT NUMBER  
0000 GI PAY SZ068 01C  
SHEET 1 OF 2



Line Table (M)		
Line	Bearing	Distance
L1	N01°07'27"E	20.00'
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L3	S85°13'28"E	40.58'
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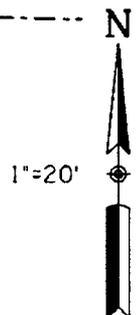
South Boundary  
Russell Addition Plat 1A  
& Russell Subdivision

EAST BONITA STREET

N Line S 1/2 S 1/2 NW 1/4 SE 1/4 Sec 3



	Parcel Area	Sq Ft	Acres
Before	Gross/Net	5,800	0.1331
Proposed Acquisition	New R/W	248	0.0057
	New DE	607	0.0139
After	Net	5,552	0.1274
	New TCE	317	0.0073



<p><b>NFra Inc.</b> a transportation engineering firm 77 East Thomas Road, Suite 200 Phoenix, Arizona 85012</p>	<p>EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION FOR RIGHT OF WAY, DRAINAGE EASEMENT &amp; TEMPORARY CONSTRUCTION EASEMENT ASSESSOR PARCEL 304-04-143B</p>	
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	DATE: 6/16	<p>PROJECT NUMBER 0000 GI PAY SZ068 01C SHEET 2 OF 2</p>
	DSN: KRT	
	DRN: KRT	
	CHK: GLG	

When recorded return to:  
Town Clerk  
Town of Payson  
303 N. Beeline Highway  
Payson, Arizona 85541

## DRAINAGE EASEMENT

That for and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, we/I, Jodi Lyn Anthony Slater, a married woman as her sole and separate property, (“Grantor”), hereby conveys to the Town of Payson, Arizona (“Grantee”), an easement for drainage purposes in and upon the property legally described in **Exhibit A and B** (the “Easement Area”). This easement is granted conditioned upon all of the following:

1. This easement shall continue in perpetuity, commencing upon recordation and terminating when the drainage uses authorized by this easement are no longer required by the Grantee or its assigns as set forth in a recorded Termination of Easement.
2. The use granted herein shall be limited exclusively to the purposes of construction and maintenance of drainage in the Easement Area, installation and maintenance of drainage conveyance in the Easement Area and uses incidental to such purposes. As used herein “drainage” shall mean the flow of normal and excess rainwater across the Easement Area.
3. Grantee or its assigns shall have the right to enter the Easement Area at all times necessary to maintain the drainage easement or, the underground pipe. Grantee shall be responsible for maintenance of underground pipe.
4. No building or structure shall be constructed or placed on or over the Easement Area without the prior written consent of Grantee; however, that Grantor, or its successors and assigns may plant, install or construct such landscaping improvements and related facilities as are depicted in a landscape plan approved subject to administrative approval of plans.
5. Grantor shall have the right to enter the Easement Area for ingress and egress purposes at the locations designated on Exhibit A and B.
6. This easement constitutes a covenant running with the land for the benefit of Grantee, its successors and assigns.
7. This easement may be terminated by a written termination of easement signed by the Town Engineer and recorded in the Official Records of Gila County, Arizona.

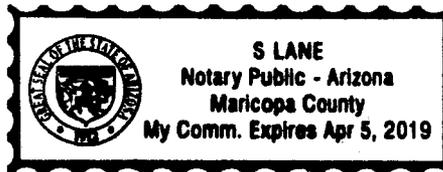
IN WITNESS WHEREOF, the parties herein have executed this Agreement on the date and year first herein written.

GRANTOR: Jodi Lyn Anthony Slater, a married woman as her sole and separate property

*Jodi Lyn Anthony Slater*  
Jodi Lyn Anthony Slater

ACKNOWLEDGEMENT

STATE OF ARIZONA )  
 ) ss.  
County of Maricopa )



On this 4 day of August, 2016, before me, a notary public in and for said state, personally appeared Jodi Lyn Anthony Slater personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

*S Lane*  
\_\_\_\_\_  
Notary public

My Commission Expires: 4/5/14

Description Of Document This Notarial Certificate Is Being Attached To:	
TYPE/TITLE	Drainage Easement
DATE OF DOCUMENT	07/20/2016
NUMBER OF PAGES	5
ADDITIONAL SIGNORS (other than those named in the notarial certificate)	None

# EXHIBIT "A"

## LEGAL DESCRIPTION FOR TOWN OF PAYSON – EAST BONITA STREET (SZ068) ASSESSOR PARCEL 304-04-143B

Three irregular shaped land tracts situated in the west 58.00 feet of Lot J, Russell Addition Plat 1A as recorded on Map 114 of Gila County Recorder records within the south half of Section 3, Township 10 North, Range 10 East of the Gila and Salt River Base and Meridian, (S½, Sec 3, T10N, R10E, G&SRB&M) Gila County, Arizona more particularly described below:

**A basis for bearings** is South 88° 44' 19" East as measured along the north line of the south half of the south half of the northwest quarter of the southeast quarter of said Section 3 having a distance of 2,645.33 feet between arbitrary points on said line determined from found monuments representing the Center ¼ corner of Section 3 (0.5" rebar), thence South 00° 54' 27" West, 983.42 feet to the point on the line and the East ¼ corner of Section 3 (brass cap in handhole), thence South 01° 13' 20" West, 973.07 feet to the point on the line.

### For New Public Right-of-Way

Beginning at the southwest corner of said Lot J; thence along the west line of said lot, North 01° 07' 27" East, 20.00 feet; thence South 43° 48' 58" East, 24.77 feet; thence South 85° 13' 28" East, 40.58 feet to the southeast corner of said lot; thence along the south line of said lot, North 88° 45' 22" West, 58.00 feet returning to the Point of Beginning.

Containing 248 square feet (0.0057 acres) more or less.

### For New Drainage Easement

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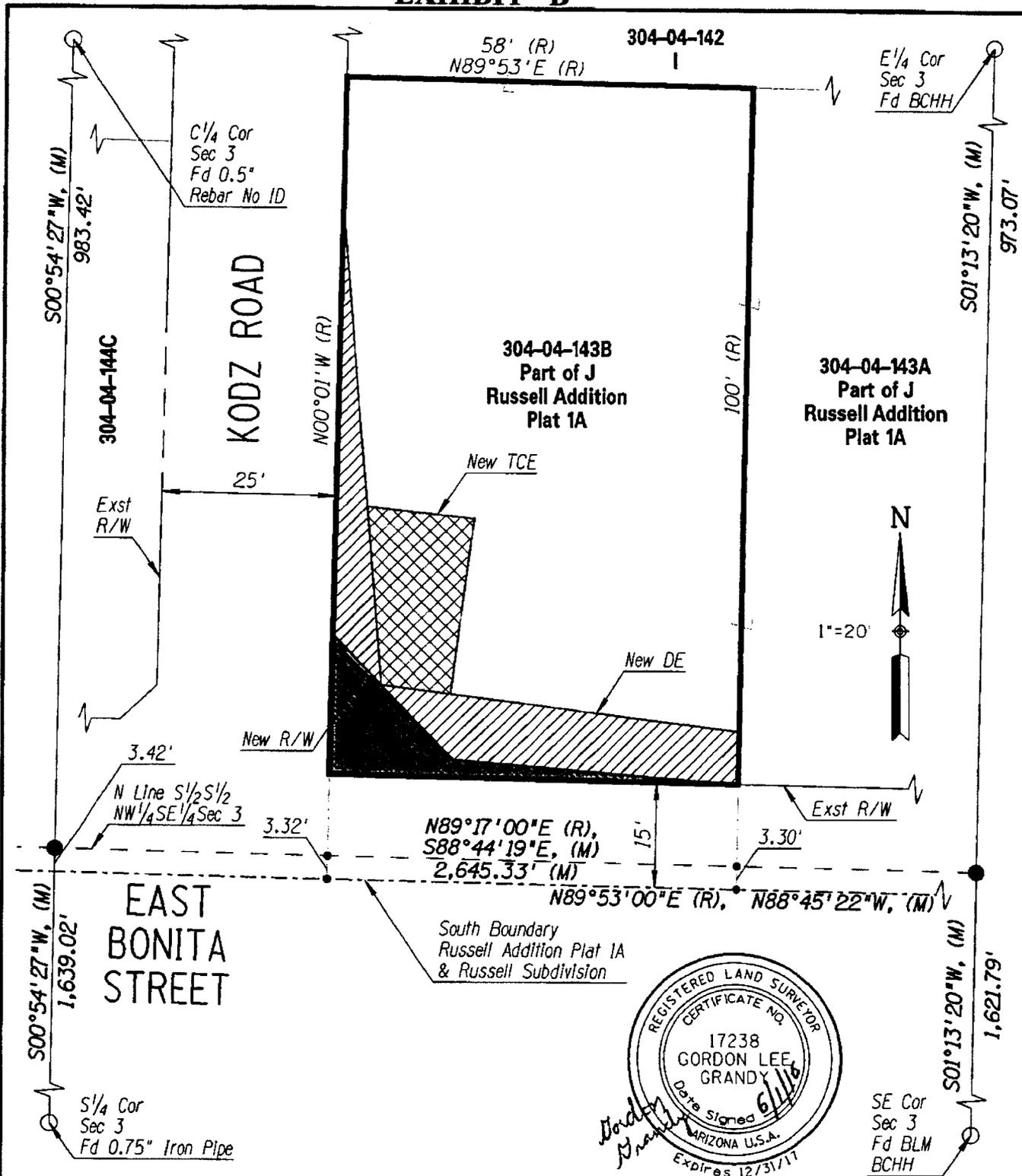
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# EXHIBIT "B"



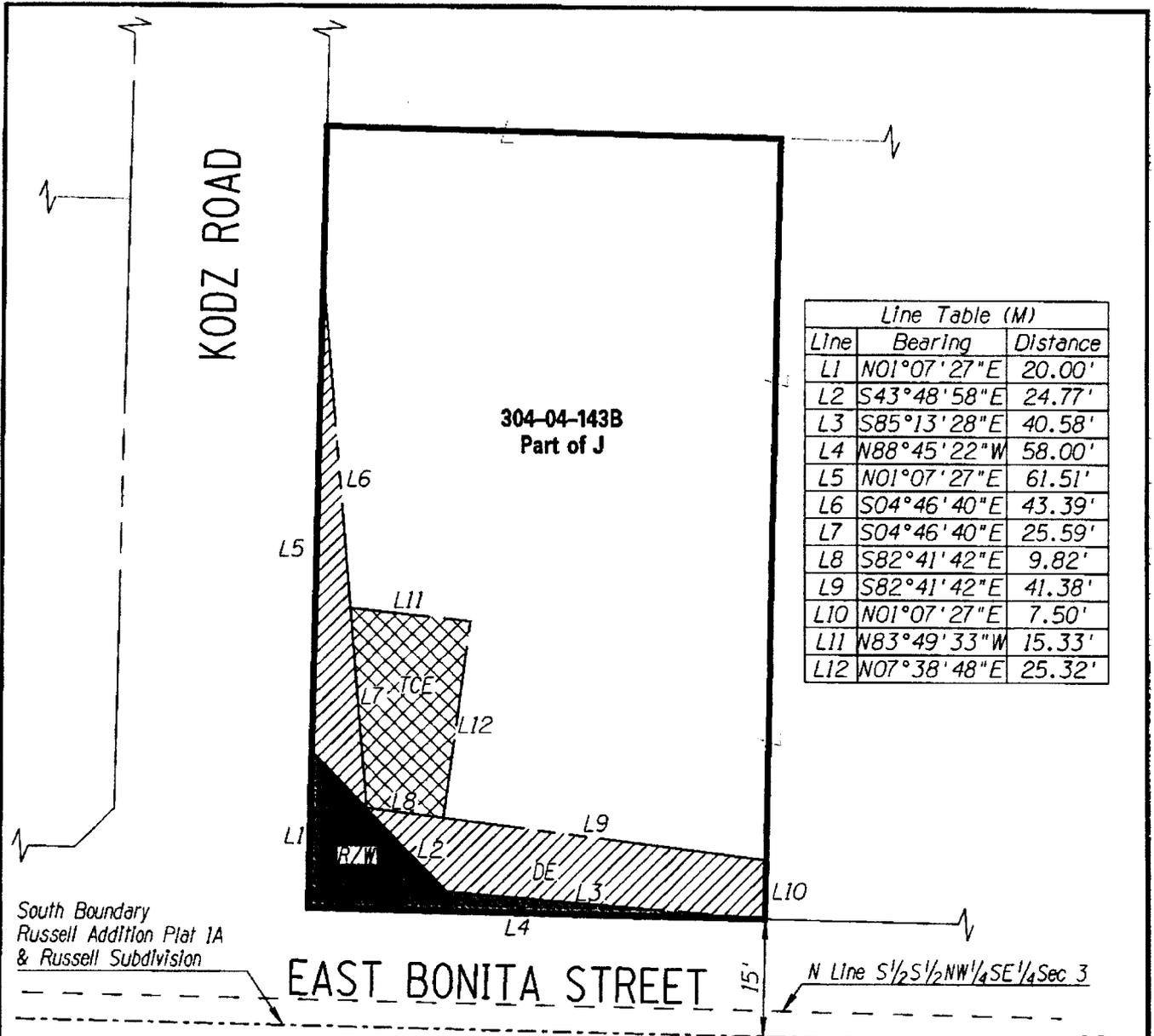
**NFra Inc.**  
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 77 East Thomas Road, Suite 200  
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EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION  
 FOR RIGHT OF WAY, DRAINAGE EASEMENT &  
 TEMPORARY CONSTRUCTION EASEMENT  
 ASSESSOR PARCEL 304-04-143B



DATE: 6/16  
 DSN: KRT  
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PROJECT NUMBER  
 0000 GI PAY SZ068 01C  
 SHEET 1 OF 2



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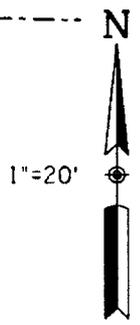
South Boundary  
Russell Addition Plat 1A  
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EAST BONITA STREET

N Line S $\frac{1}{2}$ S $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ Sec 3



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	<p>DATE: 6/16 DSN: KRT DRN: KRT CHK: GLG</p>	<p>PROJECT NUMBER 0000 GI PAY SZ068 01C SHEET 2 OF 2</p>



When Recorded Mail To:  
Town Clerk  
Town of Payson  
303 N. Beeline Highway  
Payson, AZ 85541

Exempt under A.R.S. § 11-1134(A)(2)

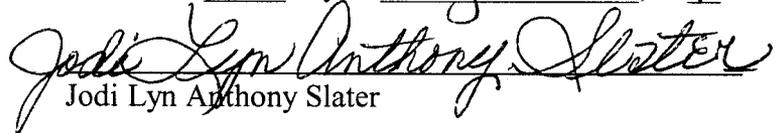
### TEMPORARY CONSTRUCTION EASEMENT

For and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, I/we, Jodi Lyn Anthony Slater, a married woman as her sole and separate property ("Grantors") does/do hereby grant and convey to the TOWN OF PAYSON, ARIZONA, an Arizona Municipal Corporation ("Grantee"), a Temporary Construction Easement for Roadway/ Utility/Drainage/Driveway Slope installation purposes, together with the temporary right of ingress and egress for the purposes of excavating and removing, installation, placement or replacement of soil and/or asphalt and construction plans identified below, including any additional grading work deemed necessary or appropriate by the Grantee over, under and across the real property situated in Gila County, Arizona, as described in **Exhibit A** and **Exhibit B** attached hereto and made a part hereof, and as shown on Construction Plans entitled " East Bonita Street, State Route 87 to Bentley Street", prepared by NFra, Inc., and dated June 2, 2016. Grantor's property shall be restored by Grantee to an "as good as" condition as existed prior to construction.

**This easement right, related to Parcel No.: 304-04-143B, shall be extinguished twelve (12) months from the date of commencement of construction by the Town of Payson.**

Grantors agree that for a period of one year following construction completion and upon five (5) days' prior written notice by Grantee to Grantor, Grantee may enter upon the property described in **Exhibit A** and **Exhibit B** for the purposes of performing any required warranty work. Grantor's property shall be restored by Grantee to an "as good as" condition as existed prior to performance of the warranty work.

Dated this 4 day of August, 2011.

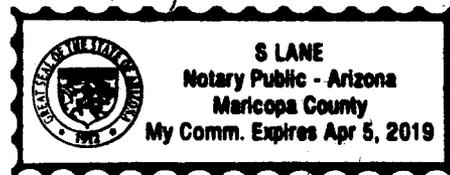
  
Jodi Lyn Anthony Slater

STATE OF ARIZONA        )  
   ) ss  
 County of Gila            )

The foregoing Temporary Construction Easement was personally acknowledged before me this 4 day of August, 2016 by Jodi Lyn Anthony Slater who executed the foregoing instrument for the purposes therein contained.

  
 \_\_\_\_\_  
 Notary Public

My Commission Expires: 4/5/19



Description Of Document This Notarial Certificate Is Being Attached To:	
TYPE/TITLE	Temporary Construction Easement
DATE OF DOCUMENT	07/20/2016
NUMBER OF PAGES	5
ADDITIONAL SIGNORS	None
(other than those named in the notarial certificate)	

# EXHIBIT "A"

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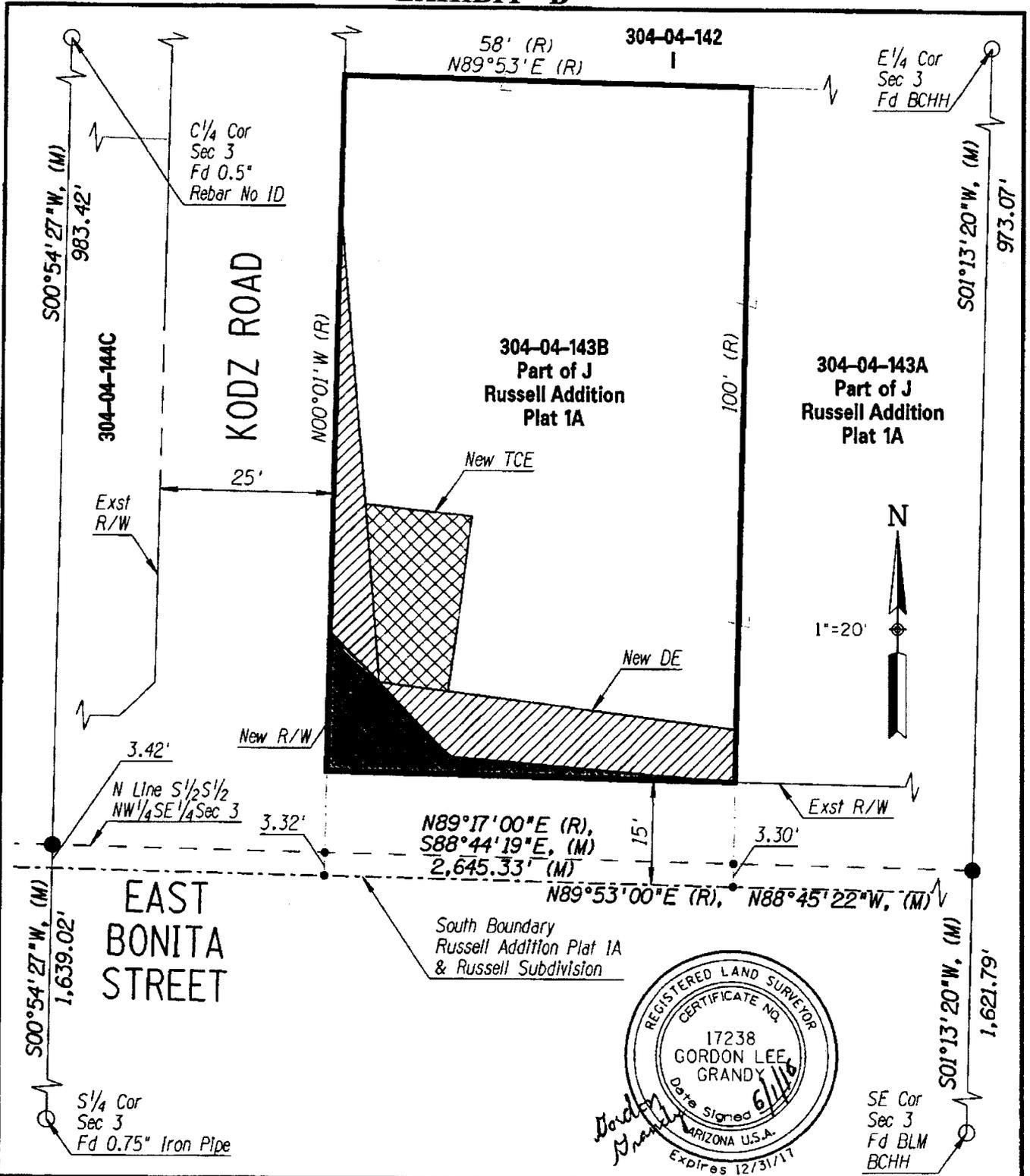
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**EXHIBIT "B"**



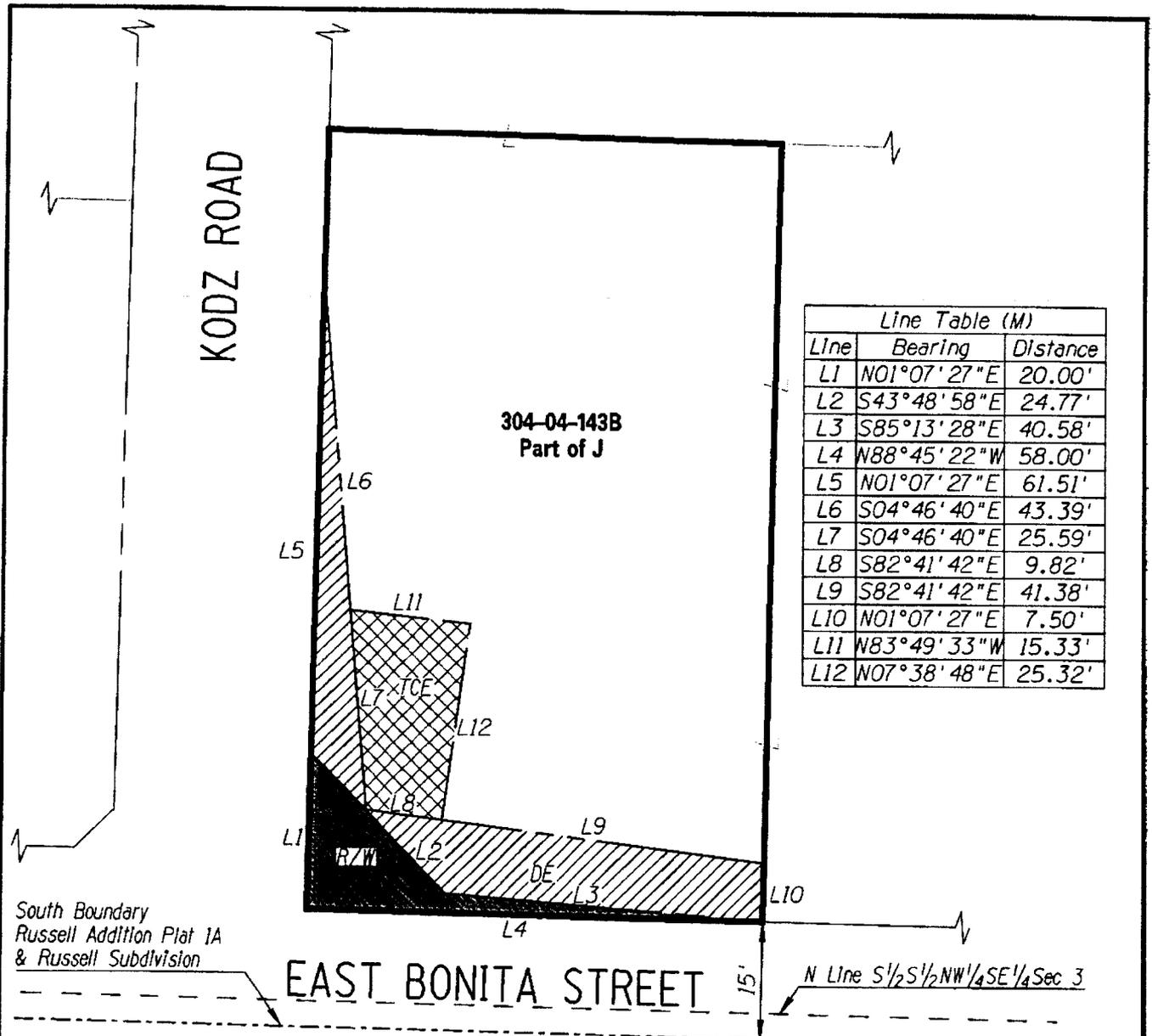
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ASSESSOR PARCEL 304-04-143B



DATE: 6/16  
DSN: KRT  
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PROJECT NUMBER  
0000 GI PAY SZ068 01C  
SHEET 1 OF 2



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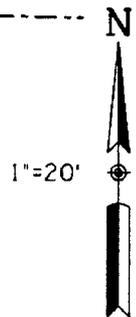
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PROJECT NUMBER  
0000 GI PAY SZ068 01C  
SHEET 2 OF 2



**ANTHONY FAMILY TRUST**  
**DECLARATION OF TRUST**  
(Inter Vivos)

Trust No. CBA-One

This Declaration of Trust made and executed this 27 day of July, 1993, in the city of Payson, State of Arizona, by and between, the herein named Trustors and Trustees:

**TRUSTORS:**

Clifford T. Anthony 313 South Kodz Road Payson, AZ 85541	and	Bettie O. Anthony 313 South Kodz Road Payson, AZ 85541
--	-----	--

**TRUSTEES:**

Clifford T. Anthony 313 South Kodz Road Payson, AZ 85541	and	Bettie O. Anthony 313 South Kodz Road Payson, AZ 85541
--	-----	--

**SUCCESSOR TRUSTEE:**

Jodi Lyn Slater 8419 East Plaza Scottsdale, AZ 85253	or	Marc T. Anthony 1321 North Woodland Payson, AZ 85541
--	----	--

**BENEFICIARIES:**

Jodi Lyn Slater	100%
-----------------	------

**WITNESSETH:**

**1. TRUST AND BENEFICIARY CLAUSE.**

The Trustors have caused the transfer of all of their rights, title and interest in and to the property herein described in CLAUSE NO. 2 of this Declaration of Trust, to the above named Trustees to be held IN TRUST for the use, benefit and enjoyment of the above named Beneficiaries, who are individually designated to receive a specific and fixed percentage of the TRUST RES, as indicated above under the Percentage Column; and unless otherwise hereinafter designated, said shares shall be distributed to the survivor(s) of them.

**2. THE TRUST PROPERTY.**

The property being initially transferred by the Trustors to establish this DECLARATION OF TRUST is situated and described as shown on Schedule A attached hereto and made a part hereof, and includes any other real and/or personal property of every kind and nature which the Trustees may, pursuant to any of the provisions hereof, at any time hereafter acquire, hold or cause to be made payable to this Trust, and the investments and reinvestments (all such property being hereinafter referred to collectively as the Trust Property) for the benefit, purposes and uses, and upon the terms and conditions herein set forth.

**3. AUTHORITY, POWER AND RIGHTS OF TRUSTORS.**

(A) The Trustors reserve unto themselves the authority, power and right to amend, modify or revoke the TRUST hereby created. No prior notice to or consent of any Beneficiary or the Trustees shall be required.

(B) The Trustors may at any time appoint, substitute or otherwise change the person(s) designated to act as Trustees or successor Trustee under this TRUST hereby created. No prior notice to or consent of any such Trustee, Successor Trustee or Beneficiary shall be required.

(C) All amendments, notices or other instruments effecting or furthering the purposes of this Declaration of Trust, brought pursuant to this Section, shall be in writing and upon proper form.

#### 4. TRUSTORS EXCLUSIVE RIGHT TO TRUST INCOME.

The Trustors during their lifetime shall be exclusively entitled to all income accruing from the Trust property. No beneficiary named herein shall have any claim upon such Trust Income or profits.

#### 5. TRUSTORS AUTHORITY TO ENCUMBER TRUST PROPERTY.

The Trustors, in their capacity as Trustees shall be empowered with the discretionary authority to mortgage, pledge, hypothecate or otherwise encumber with a lien any or all of the Trust Property. Said lien(s) may be satisfied, settled or discharged from the income, rents or profits accruing from the Trust Property, or any other non-trust property owned by the Trustors, if they so elect.

#### 6. POWERS OF THE TRUSTEES.

(A) The Trustees under this Declaration of Trust have all of the discretionary powers deemed necessary and appropriate to administer this trust, including, but not limited to, the power to sell, encumber, mortgage, pledge, lease or improve the Trust Property, when such action is deemed to be in the best interest and furtherance of the Trust purposes.

(B) In the event this Declaration of Trust provides for more than one Trustee (Co-Trustee), the exercise of any and all authorities, powers and rights accorded to said Trustees under this Trust shall not be construed as requiring the Trustees to act in unison in order to exercise any Trust Power, but that each such Trustee may severally exercise any of the enumerated Trust Powers.

(C) In the event of a physical or mental incapacity or death of one of the Co-Trustees, the survivor shall continue as the Sole Trustee with full authority to exercise all of the powers accorded to a Trustee under this Trust.

(D) The Trustees shall be fully authorized to pay over or disburse to the Trustors, any amounts requested by said Trustors from the income or principal of the Trust, from time to time.

#### 7. AUTHORITY OF SUCCESSOR TRUSTEE TO ADMINISTER THE TRUST.

(A) The Successor Trustee shall, upon either the death of the Trustor, the simultaneous deaths of the Co-Trustors, or the death of the surviving Co-Trustor, assume the active administration of this Trust, and forthwith, transfer all right, title and interest in and to the Trust Property unto the Beneficiaries, subject however to the provisions of Paragraph 10 below.

(B) The Successor Trustee shall assume the active administration of this Trust during the lifetime of the Trustors when either of the following conditions are present, namely:

1. The Trustors are unable to actively and competently exercise any of the authorities, powers or rights so accorded under this Trust by reason of a sustaining Medical or Mental Impairment, as Certified by a competent attending medical authority, or

2. The Trustors jointly express their desire in writing, for whatever reason, to temporarily relinquish those authorities, powers and rights as Trustees under this Trust to the Successor Trustee.

#### 8. TERMINATION OF SUCCESSOR TRUSTEE'S AUTHORITY.

The Successor Trustee's authority and power as provided under Paragraphs 7(B)(1) and 7(B)(2) may be subsequently terminated by the Trustors without the consent of or prior notice to said Successor Trustee when:

(A) The Trustors are sufficiently recovered from the Medical or Mental Impairment as described under Paragraph 7(B)(1) above, and thus, fully and competently capable of actively administering this Trust.

(B) The Trustors jointly desire to reassume those authorities, powers and rights as Trustees in the active administration of this Trust.

The termination of the Successor Trustee's authority to actively administer this Trust in accords with either Paragraphs 7(B)(1) or 7(B)(2) shall be effective immediately upon the Successor Trustee's receipt of the Trustor's Notice Terminating all such authorities and powers previously granted by the Trustors.

#### 9. AUTHORITY OF SUCCESSOR TRUSTEE TO DISBURSE FUNDS.

The Successor Trustee shall be fully authorized to pay or disburse such sums from the income or principal as may be required, necessary or desirable to maintain the comfort and welfare of the Trustors when either of the two conditions described herein in Paragraph 7(B) prevails.

#### 10. AUTHORITY OF SUCCESSOR TRUSTEE TO CONTINUE TRUST.

(A) The Successor Trustee shall hold in Continuing Trust, upon the deaths of the Trustor or the surviving Trustors, that share of a beneficiary's Trust Assets when such beneficiary (beneficiaries) shall not have attained the age of 21 years. During such period of continuing Trust, the successor Trustee, in their discretion, may retain the specific Trust Property in question, if it is deemed to be in the best interest of the beneficiary (beneficiaries) so to do, or the specific Trust Property may be sold or otherwise disposed of with the proceeds of such sale being invested or reinvested in a reasonably prudent manner.

If said specific Trust Property shall be productive of income, or if such property be sold or otherwise disposed of, the Successor Trustee may pay, disburse or otherwise expend any or all of the income or principal accruing from such property toward the maintenance, education or support of such beneficiary without the intervention of any parent or guardian, and without application to any Court.

Said payments may be made either to the parents, guardian or any other person or institution exercising the responsibility of maintaining, educating or supporting such beneficiary and without any liability upon the Successor Trustee as to the application thereof.

(B) In the event said beneficiary survives the Trustors, but dies before attaining the age of 21 years, the Successor Trustee shall transfer, pay over and deliver the Trust Property being held for such beneficiary to the Estate of said beneficiary.

#### 11. INALIENABILITY OF BENEFICIARY'S INTEREST IN TRUST.

The interest of the Beneficiary (Beneficiaries) under this Trust shall be inalienable. Said Beneficiary (Beneficiaries) cannot assign, sell, pledge, encumber or otherwise transfer his(her) interest in and to a third party. Nor can such interest be attached, garnished, levied upon or otherwise subjected to any proceedings whether at law or in equity.

#### 12. BENEFICIARY'S PROPORTIONATE LIABILITY FOR ESTATE TAXES.

Each Beneficiary hereunder shall be liable for his(her) proportionate share of any Estate Taxes that may be levied upon the total taxable value of the Trust Property distributed to said Beneficiaries upon the death of either the Trustor or the survivor of the Trustors.

#### 13. REVOCATION OR DESIGNATION OF BENEFICIARY.

(A) The Trustors are reserved with the right to revoke, at any time, the designation of a herein named Beneficiary, without prior notice to or the consent of any such Beneficiary.

(B) The Trustors may, at any time, either designate a new beneficiary to replace a previously revoked beneficiary designation or designate an additional beneficiary, notwithstanding all previous beneficiary designations. No prior notice to or the consent of any other beneficiary is required.

(C) In the event any Beneficiary under this Trust shall not survive the Trustors, the Trustors may designate a new beneficiary to replace such beneficiary by amending this Declaration of Trust. If however, the Trustors fail to so designate a new beneficiary as herein provided, then, upon the death of either the Trustor or the survivor of the Trustors, such beneficiary's share of the Trust Property shall be distributed in accordance with the survivor designation provided hereinbefore in Paragraph 1.

#### 14. NON-LIABILITY OF THIRD PARTIES.

(A) This Trust is created with the express intent and understanding that any third parties, including their Agents, Employees or Vendors, who, upon the written request of the Trustors, or under the color of authority granted to the Trustees in this Trust Instrument, performs any duties or renders any services in the furtherance of the purposes and intents of this Trust, absent any showing of fraud, shall be under no liability for the application or proper administration of any assets or properties being the subject of the said third party's acts.

(B) This limitation of liability gives specific protection to any third party who acts, performs or renders any services pursuant to any Notice, Instrument or Document delivered (and represented) to be genuine, and to have been signed and presented by the proper party (parties).

(C) It is further the express intent of this Trust that the non-liability of all Third Parties be given broad and prospective application. In particular, a Depository, Custodial Agent or Financial Institution, including (but not limited to): Banks, Brokerage Firms, Credit Unions, Saving and Loan Associations, Transfer Agents, Thrift Associations, or any other person or entity acting in a Fiduciary capacity with regards to any assets or property comprising the TRUST RES, shall suffer no liability, nor incur any express or implied obligations when acting in the capacity of a Transferrer, upon proper request, of any assets or property either sought to be, or constructively comprising the Trust Res.

#### 15. EXTENSION OF TRUST POWERS.

This DECLARATION OF TRUST shall extend to and be binding upon the Heirs, Executors, Administrators and assigns of the undersigned Trustors and upon the Successor to the Trustees.

#### 16. BOND REQUIREMENTS.

(A) The Trustees under this DECLARATION OF TRUST shall serve without Bond.

(B) The Successor Trustee may also serve without bond, except that bond may be required when, upon the deaths of the Trustors, the Beneficiary (Beneficiaries) shall not have attained the age of 21 years and the Trust will be continued as provided herein in Paragraph 10.

The requirement of Bond in this instance shall be in a nominal amount and at the election of either the Beneficiary or the parent or guardian of any such Beneficiary not of majority age.

#### 17. APPLICABILITY OF STATE LAWS.

This DECLARATION OF TRUST shall be construed and enforced in accordance with the Laws of the State of Arizona.

#### 18. SAVINGS CLAUSE.

If a State Court of competent jurisdiction shall at any time invalidate any of the separate provisions of the Declaration of Trust, such invalidation shall not be construed as invalidating the whole of this Declaration of Trust, but only that separate provision in controversy. All of the remaining provisions shall be undisturbed as to their legal force and effect.

IN WITNESS WHEREOF, the Trustors have hereunto set their hands and seals the day and year first above written.

*Clifford T. Anthony*  
Clifford T. Anthony, Trustor

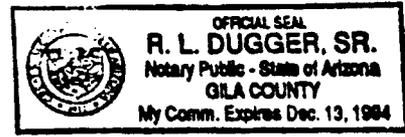
*Bettie O. Anthony*  
Bettie O. Anthony, Co-Trustor

ACKNOWLEDGMENT

STATE OF ARIZONA            )  
  ) ss.  
COUNTY OF GILA            )

On this 27<sup>th</sup> day of July, 1993 before me, the undersigned Notary Public, personally appeared Clifford T. Anthony and Bettie O. Anthony, to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

*R. L. Dugger, Sr.*  
\_\_\_\_\_  
Notary Public



ANTHONY FAMILY TRUST  
SCHEDULE A  
TRUST PROPERTY

The following is attached to and hereby made a part of the ANTHONY FAMILY TRUST executed the <sup>27<sup>th</sup></sup> day of July, 1993, by Clifford T. Anthony and Bettie O. Anthony, as Trustors and Clifford T. Anthony and Bettie O. Anthony as Trustees. The property listed below is initially transferred by the Trustors to the DECLARATION OF TRUST attached hereto:

1. Checking Account No. 0649-7548, Bank One, Payson Branch, P.O. Box 704, Payson, AZ 85547;
2. Savings Account No. 3563-7562, Bank One, Payson Branch, P.O. Box 704, Payson, AZ 85547;
3. The West 58 feet of the West half of LOT J, of RUSSELL ADDITION,, PLAT 1A, according to the plat of record in the office of the County Recorder of Gila County, Arizona, recorded in Map No. 114.

IN WITNESS WHEREOF, the Trustors have hereunto set their hands and seals the day and year first above written.

  
Clifford T. Anthony, Trustor

  
Bettie O. Anthony, Co-Trustor

**PARADISE MEMORIAL CREMATORY**

9300 East Shea Boulevard Scottsdale, Arizona 85260 480-451-4255

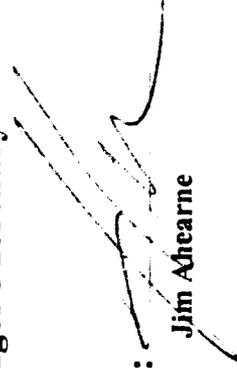
**Certificate of Cremation**

**I hereby certify that Clifford T. Anthony was cremated at Paradise Memorial Crematory under the observance of all legal requirements on the 17th Day of December, 2008.**

**The date of death was Friday, December 12, Place: Sctd. Az  
2008.**

**Age: 81 Sex: Male Mortuary: Messenger Mortuary**

**Signed:**



**Jim Ahearne**

## **Clifford T. Anthony (2008)**

Clifford T. Anthony, 81, of Payson, died Dec. 12, 2008 in Scottsdale. Born in Oskaloosa, Iowa, he came to Arizona in 1979 from Carson City, Nev.

Mr. Anthony worked for the Rock Island Motor Transit Co. in Des Moines, Iowa before coming to Arizona where he retired from the City of Scottsdale.

He was an avid bingo player.

Mr. Anthony is survived by his children, Jodi Slater of Scottsdale and

Marc Anthony of Payson; six grandchildren; five great-grandchildren; sister, Betty Emry; and numerous nieces and nephews.

Services will be private.

Memorial contributions may be made to the Payson Humane Society, 812 S. McLane Road, Payson, AZ 85541.

Arrangements are being handled by Messinger Mortuary, in Scottsdale.

## Bettie Anthony, 69, Arizona

Bettie (Lewis) Anthony, 69, passed away at her home in Payson, AZ, on Aug. 7, 2003, fol-

lowing a lengthy illness. She graduated from Lynnville High School with the class of 1951. She

was married to Clifford

Anthony on June 28, 1952.

She is survived by her husband, Clifford of Payson, AZ; a daugh-

ter, Jodi and husband, Neal of Scottsdale, AZ; a son, Marc and grandson, Dayle of Payson, AZ.

Other survivors are two brothers and three sisters, Don Lewis and wife, Shirley of Riverside; Millie Van Soelen and husband, Clair of Sully; Bob Lewis of Grinnell; Phyllis Beierle and husband, Bruce of Phoenix, AZ; Dot Zylstra and husband, Denny of Lynnville; and many nieces and nephews.

She was preceded in death by her parents, Dean and Retha Lewis; a sister, Roberta in infancy; and a sister-in-law, Rae Lewis.

