

RESOLUTION NO. 2969

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. CLARK ROAD ---APN 304-04-149 (“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. 2969 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 15th 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. 2969

(Bonita Phase II 313 S. CLARK ROAD)



August 2, 2016

HAND DELIVERED

Theodore C. Vawter
313 S. Clark Road
Payson, AZ 85541

RE: Project: East Bonita Street Improvements Phase II
Project No.: SZ068
Address: 313 S. Clark Road, Payson, AZ 85541
APN: 304-04-149

Dear Mr. Vawter:

The Town of Payson presents its offer of \$12,900.00 for the property rights needed in connection with the above project. Attached is a summary of the offer.

Provided is a map showing how your land is affected by this project, and a copy of the independent appraisal upon which the offer is based.

Also enclosed are the documents necessary to transfer your property rights to the Town. If you accept the offer, please sign all documents on the appropriate lines provided, and in cases where "Notary Certification" is indicated, have your signature(s) acknowledged before a notary public. The documents marked "Your Copy" are for your records.

After the signed documents are returned they will be processed in accordance with the terms of the *Purchase Agreement* and in compliance with the laws of the State. Processing time and final payment is generally 30-60 days after the signed documents are received; however, unusual circumstances may increase this time.

If you have any questions, please contact me at 2001 W. Camelback Road, Ste. 285, Phoenix, Arizona 85015, or call 602-682-0000. Thank you for your consideration.

Sincerely,

Shenique Colby, Right of Way Agent
Tierra Right of Way Services, Ltd.
As agent for the Town of Payson

Attachment/Enclosures

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.

The Town of Payson

By Shenique Colby
Shenique Colby, Right of Way Agent

GRANTOR: Theodore C. Vawter, an Unmarried Man
Theodore C. Vawter 8-2-16
Theodore C. Vawter Date:

Approved by: _____
Its _____ Date _____ 20 ____

Accepted _____ Date _____
ESCROW OFFICER

Accepted: Town of Payson _____ 20 ____

By _____
Mayor, Kenney J. Evans

EXHIBIT "A"

LEGAL DESCRIPTION FOR TOWN OF PAYSON – EAST BONITA STREET (SZ068) ASSESSOR PARCEL 304-04-149

Three irregular shaped land tracts situated in Lot P, 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° 54' 33" East as measured along the north line of the south half of the south half of the northeast quarter of the southwest quarter of said Section 3 having a distance of 2,637.15 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 West ¼ corner of Section 3 (stone in handhole), thence South 00° 51' 59" West, 988.77 feet to the point on the line.

For New Public Right-of-Way

Beginning at the southwest corner of said Lot P which is a point in common on the east right-of-way line for Clark Road and north right-of-way line for East Bonita Street; thence along the west line of said lot, North 01° 07' 27" East, 81.17 feet; thence South 05° 36' 59" East, 46.86 feet; thence South 35° 04' 27" East, 26.25 feet; thence South 88° 45' 22" East, 61.56 feet to a point on the east line of said Lot P; thence along said east line, South 01° 07' 27" West, 13.50 feet to the southeast corner of said Lot P and a point on the north right-of-way line for East Bonita Street; thence along the south line of said Lot P, North 88° 45' 22" West, 82.56 feet, returning to the Point of Beginning.

Containing 1,523 square feet (0.0350 acres) more or less.

For New Drainage Easement

Commencing from a tie at the southwest corner of said Lot P; thence along the west line of said lot, North 01° 07' 27" East, 81.17 feet to the Point of Beginning; thence South 13° 37' 10" East, 52.94 feet; thence South 83° 22' 57" East, 69.41 feet to a point on the east line of said Lot P; thence along said east line, South 01° 07' 27" West, 10.00 feet; thence North 88° 45' 22" West, 61.56 feet; thence North 35° 04' 27" West, 26.25 feet; thence North 05° 36' 59" West, 46.86 feet; returning to the Point of Beginning.

Containing 1,074 square feet (0.0247 acres) more or less.

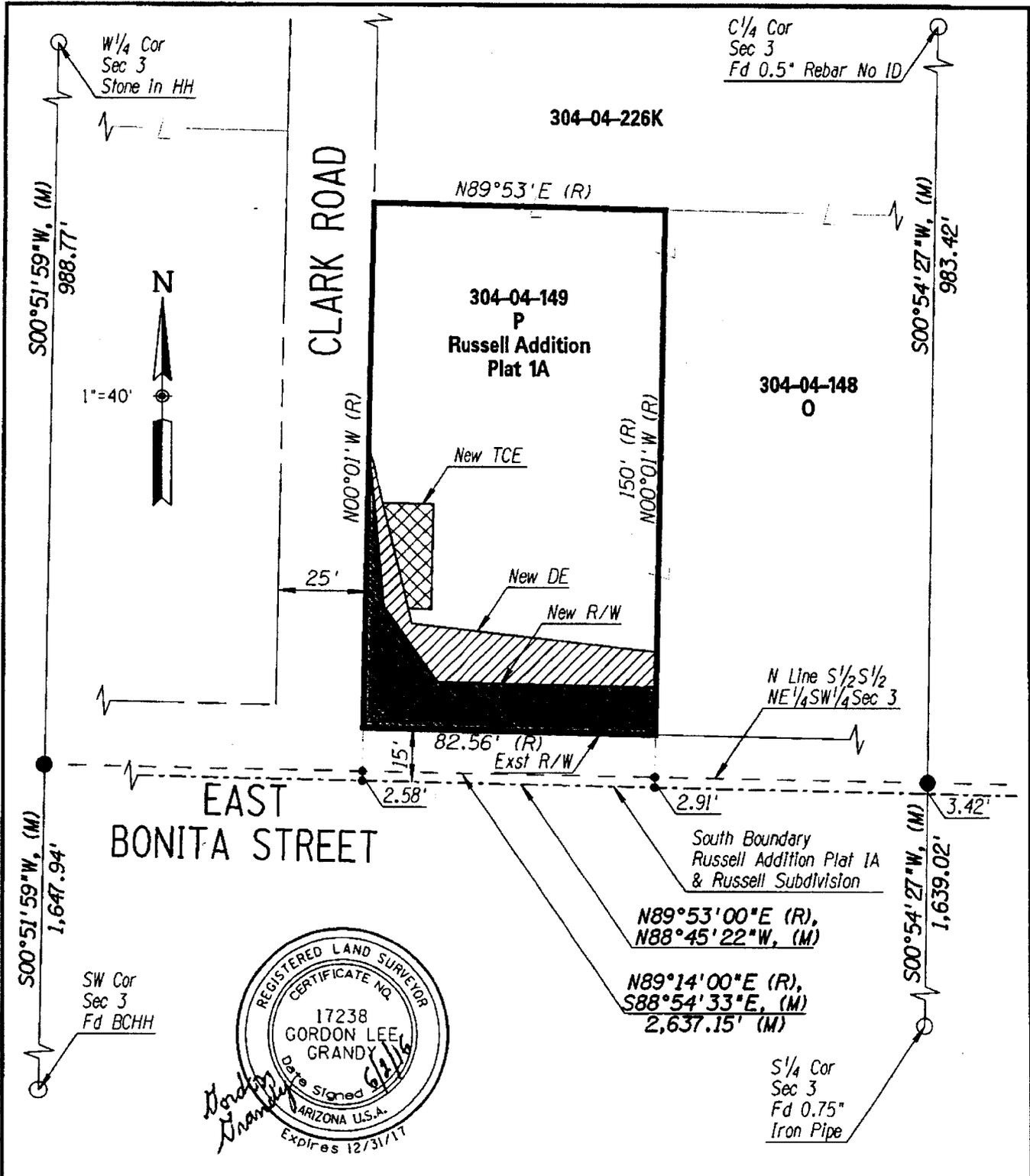
For Temporary Construction Easement

Commencing from a tie at the southwest corner of said Lot P; thence along the west line of said lot, North 01° 07' 27" East, 81.17 feet; thence South 13° 37' 10" East, 17.55 feet to the Point of Beginning; thence South 88° 45' 22" East, 14.27 feet; thence South 01° 07' 27" West, 30.00 feet; thence North 88° 45' 22" West, 6.37 feet; thence North 13° 37' 10" West, 31.04 feet, returning to the Point of Beginning.

Containing 310 square feet (0.0071 acres) more or less.



EXHIBIT "B"

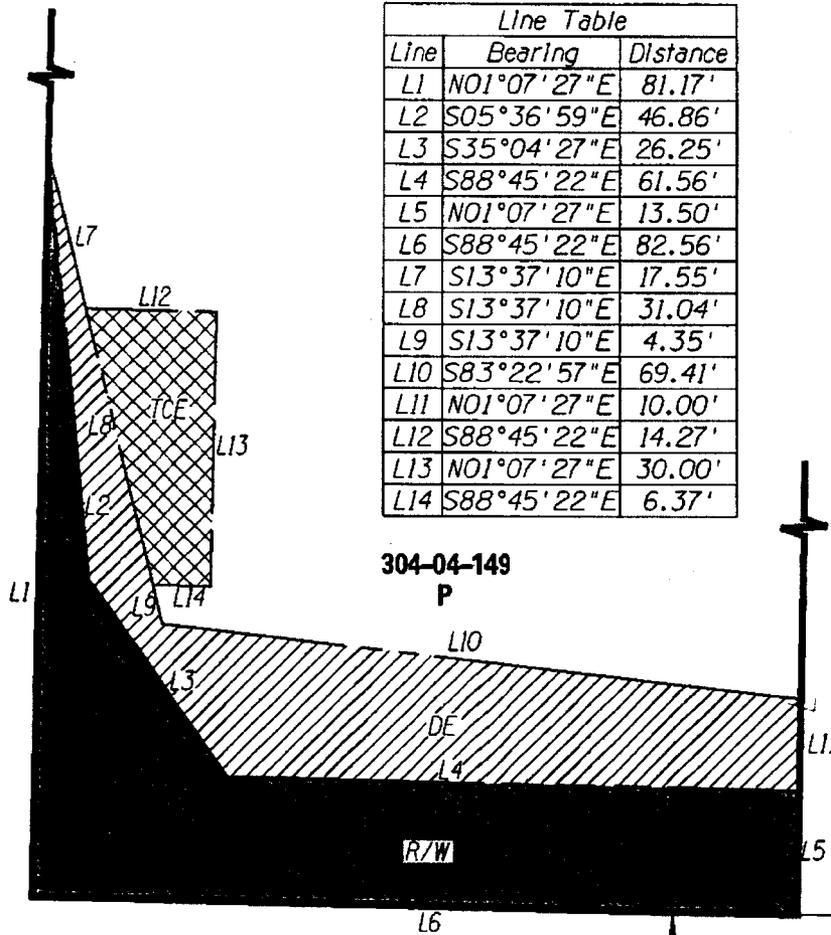


<p>NFra Inc. a transportation engineering firm 77 East Thomas Road, Suite 200 Phoenix, Arizona 85012</p>	<p>EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION FOR RIGHT OF WAY, DRAINAGE EASEMENT & TEMPORARY CONSTRUCTION EASEMENT ASSESSOR PARCEL 304-04-149</p>	
	<p>DATE: 6/16</p> <p>DSN: KRT</p> <p>DRN: KRT</p> <p>CHK: GLG</p>	<p>PROJECT NUMBER 0000 GI PAY SZ068 01C</p> <p>SHEET 1 OF 2</p>



CLARK ROAD

Line Table		
Line	Bearing	Distance
L1	N01°07'27"E	81.17'
L2	S05°36'59"E	46.86'
L3	S35°04'27"E	26.25'
L4	S88°45'22"E	61.56'
L5	N01°07'27"E	13.50'
L6	S88°45'22"E	82.56'
L7	S13°37'10"E	17.55'
L8	S13°37'10"E	31.04'
L9	S13°37'10"E	4.35'
L10	S83°22'57"E	69.41'
L11	N01°07'27"E	10.00'
L12	S88°45'22"E	14.27'
L13	N01°07'27"E	30.00'
L14	S88°45'22"E	6.37'



304-04-149
P

N Line S $\frac{1}{2}$ S $\frac{1}{2}$
NE $\frac{1}{4}$ SW $\frac{1}{4}$ Sec 3

EAST BONITA STREET

South Boundary
Russell Addition Plat 1A
& Russell Subdivision



	Parcel Area	Sq Ft	Acres
Before	Gross/Net	12,384	0.2843
Proposed Acquisition	New R/W	1,523	0.0350
	New DE	1,074	0.0247
After	Net	10,861	0.2493
	New TCE	310	0.0071



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 304-04-149



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

PROJECT NUMBER
0000 GI PAY SZ068 01C

SHEET 2 OF 2

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, Theodore C. Vawter, an Unmarried Man, ("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**

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 2 day of August, 20 16

Theodore C. Vawter

Theodore C. Vawter

NOTARY CERTIFICATION

Capacity claimed by signer(s)

- Individual
- Corporate
- Trustee(s)
- Other

Entity(ies) Represented

State Of Arizona)
 Title of Signer)
 County Of Maricopa)SS

Before me, Sheniquie L. Colby, the undersigned officer/notary
(Name of Notary)

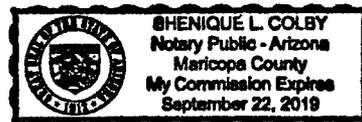
On August 2, 20 16 personally appeared Theodore C. Vawter

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.

Sheniquie L. Colby
(Signature of Notary)

My Commission Expires: 9-22-19



(Notary Seal)

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 304-04-149

Three irregular shaped land tracts situated in Lot P, 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° 54' 33" East as measured along the north line of the south half of the south half of the northeast quarter of the southwest quarter of said Section 3 having a distance of 2,637.15 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 West ¼ corner of Section 3 (stone in handhole), thence South 00° 51' 59" West, 988.77 feet to the point on the line.

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Beginning at the southwest corner of said Lot P which is a point in common on the east right-of-way line for Clark Road and north right-of-way line for East Bonita Street; thence along the west line of said lot, North 01° 07' 27" East, 81.17 feet; thence South 05° 36' 59" East, 46.86 feet; thence South 35° 04' 27" East, 26.25 feet; thence South 88° 45' 22" East, 61.56 feet to a point on the east line of said Lot P; thence along said east line, South 01° 07' 27" West, 13.50 feet to the southeast corner of said Lot P and a point on the north right-of way line for East Bonita Street; thence along the south line of said Lot P, North 88° 45' 22" West, 82.56 feet, returning to the Point of Beginning.

Containing 1,523 square feet (0.0350 acres) more or less.

For New Drainage Easement

Commencing from a tie at the southwest corner of said Lot P; thence along the west line of said lot, North 01° 07' 27" East, 81.17 feet to the Point of Beginning; thence South 13° 37' 10" East, 52.94 feet; thence South 83° 22' 57" East, 69.41 feet to a point on the east line of said Lot P; thence along said east line, South 01° 07' 27" West, 10.00 feet; thence North 88° 45' 22" West, 61.56 feet; thence North 35° 04' 27" West, 26.25 feet; thence North 05° 36' 59" West, 46.86 feet; returning to the Point of Beginning.

Containing 1,074 square feet (0.0247 acres) more or less.

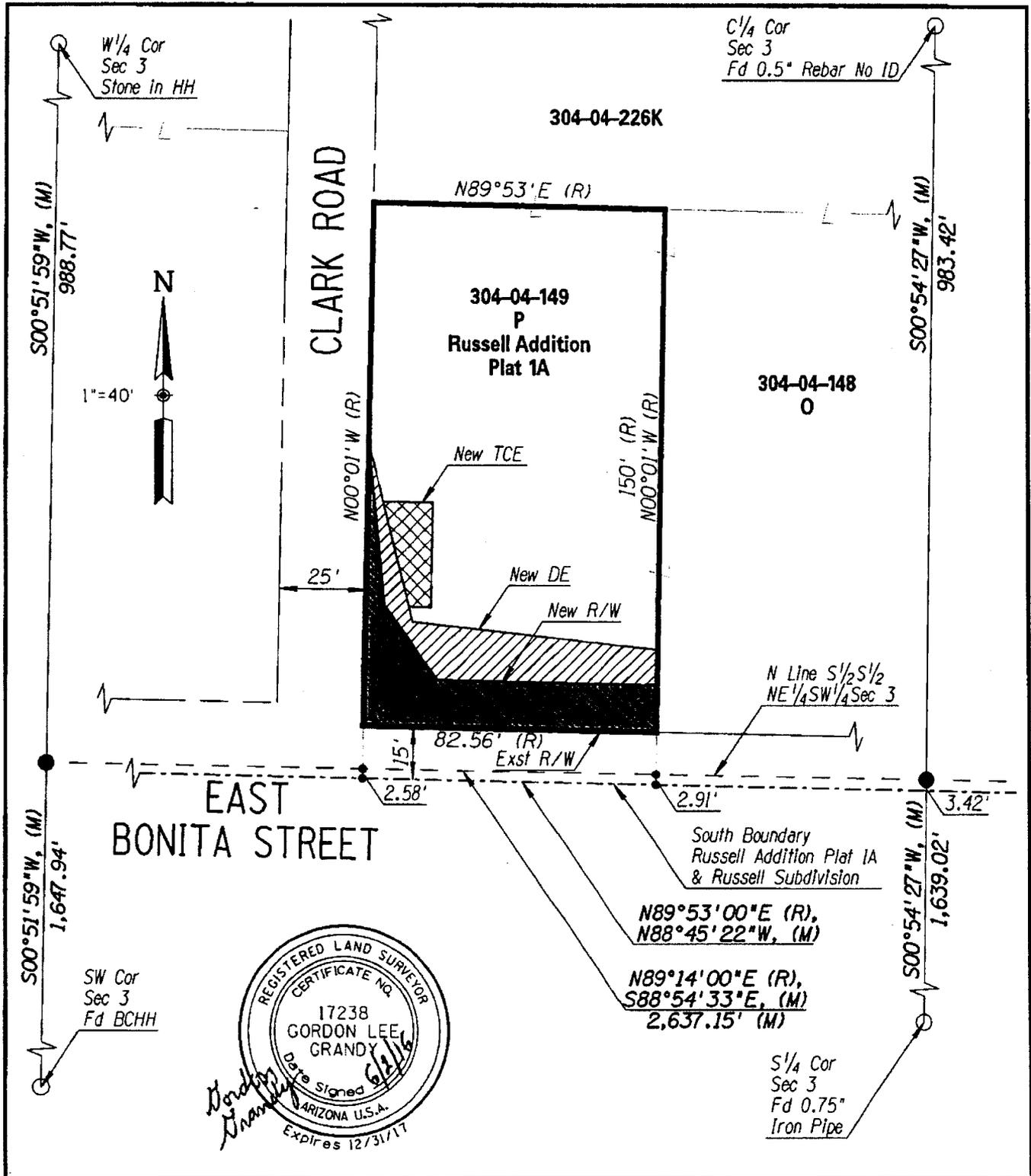
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Containing 310 square feet (0.0071 acres) more or less.



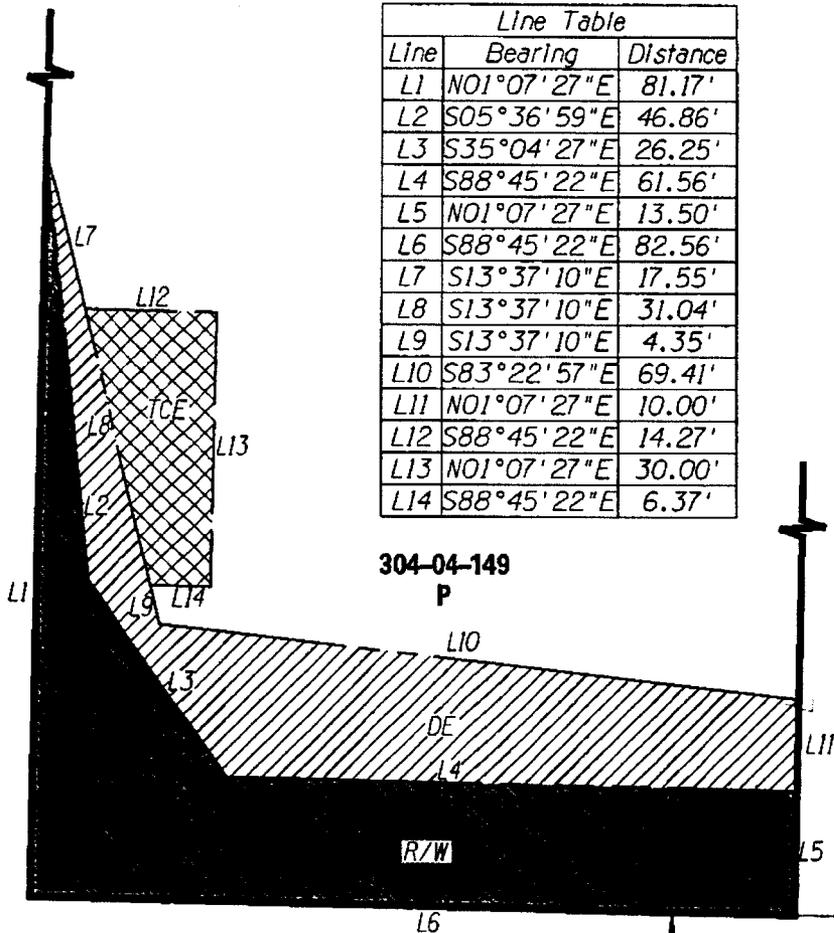
EXHIBIT "B"



<p>NFra Inc. 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 & TEMPORARY CONSTRUCTION EASEMENT ASSESSOR PARCEL 304-04-149</p>	
	<p>DATE: 6/2/16</p> <p>DSN: KRT</p> <p>DRN: KRT</p> <p>CHK: GLC</p>	<p>PROJECT NUMBER 0000 GI PAY SZ068 01C</p> <p>SHEET 1 OF 2</p>



CLARK ROAD



Line	Bearing	Distance
L1	N01°07'27"E	81.17'
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L3	S35°04'27"E	26.25'
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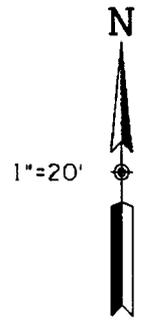
EAST BONITA STREET

South Boundary
Russell Addition Plat 1A
& Russell Subdivision

N Line S¹/₂S¹/₂
NE¹/₄SW¹/₄Sec 3



	Parcel Area	Sq Ft	Acres
Before	Gross/Net	12,384	0.2843
Proposed Acquisition	New R/W	1,523	0.0350
	New DE	1,074	0.0247
After	Net	10,861	0.2493
	New TCE	310	0.0071



NFra Inc.
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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 304-04-149



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

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

**SUMMARY STATEMENT OF OFFER TO PURCHASE
AND
IMPROVEMENT REPORT**

This statement accompanies our letter of August 2, 2016 and shows the basis on which the offer is made.

A. IDENTIFICATION OF THE PROPERTY

The land is identified as Lot P, Russell Addition Plat 1A, according to Map No. 114, records of Gila County, Arizona

also known as Assessor Parcel No(s). 304-04-149

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)	1,523	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	1,074	Square Feet
<input checked="" type="checkbox"/> Temporary Construction Easement	310	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)	\$	9,107.00
Severance Damages to remaining property (possible on partial acquisitions only)	\$	
Temporary Construction Easement	\$	118.00
Drainage Easement	\$	3,673.00
Total Just Compensation	\$	12,900.00

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

D. THE IMPROVEMENTS

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

53 LF of chain link fence, 1,800 square feet of rock ground cover

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: THEODORE C. VAWTER, AN UNMARRIED MAN

 Date 8-2-16
Theodore C. Vawter

_____ Date _____

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, Theodore C. Vawter, an Unmarried Man, (“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 Exhibit 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: Theodore C. Vawter, an Unmarried Man

Theodore C. Vawter
Theodore C. Vawter

ACKNOWLEDGEMENT

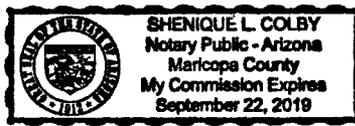
STATE OF ARIZONA)
) ss.
County of Gila)

On this 2 day of August, 2016 before me, a notary public in and for said state, personally appeared ~~Theodore C. Vawter~~, 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.

Shenique L. Colby
Notary public

My Commission Expires:
9-22-19



Description Of Document This Notarial Certificate Is Being Attached To:	
TYPE/TITLE	Drainage Easement
DATE OF DOCUMENT	August 2, 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 304-04-149

Three irregular shaped land tracts situated in Lot P, 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° 54' 33" East as measured along the north line of the south half of the south half of the northeast quarter of the southwest quarter of said Section 3 having a distance of 2,637.15 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 West ¼ corner of Section 3 (stone in handhole), thence South 00° 51' 59" West, 988.77 feet to the point on the line.

For New Public Right-of-Way

Beginning at the southwest corner of said Lot P which is a point in common on the east right-of-way line for Clark Road and north right-of-way line for East Bonita Street; thence along the west line of said lot, North 01° 07' 27" East, 81.17 feet; thence South 05° 36' 59" East, 46.86 feet; thence South 35° 04' 27" East, 26.25 feet; thence South 88° 45' 22" East, 61.56 feet to a point on the east line of said Lot P; thence along said east line, South 01° 07' 27" West, 13.50 feet to the southeast corner of said Lot P and a point on the north right-of way line for East Bonita Street; thence along the south line of said Lot P, North 88° 45' 22" West, 82.56 feet, returning to the Point of Beginning.

Containing 1,523 square feet (0.0350 acres) more or less.

For New Drainage Easement

Commencing from a tie at the southwest corner of said Lot P; thence along the west line of said lot, North 01° 07' 27" East, 81.17 feet to the Point of Beginning; thence South 13° 37' 10" East, 52.94 feet; thence South 83° 22' 57" East, 69.41 feet to a point on the east line of said Lot P; thence along said east line, South 01° 07' 27" West, 10.00 feet; thence North 88° 45' 22" West, 61.56 feet; thence North 35° 04' 27" West, 26.25 feet; thence North 05° 36' 59" West, 46.86 feet; returning to the Point of Beginning.

Containing 1,074 square feet (0.0247 acres) more or less.

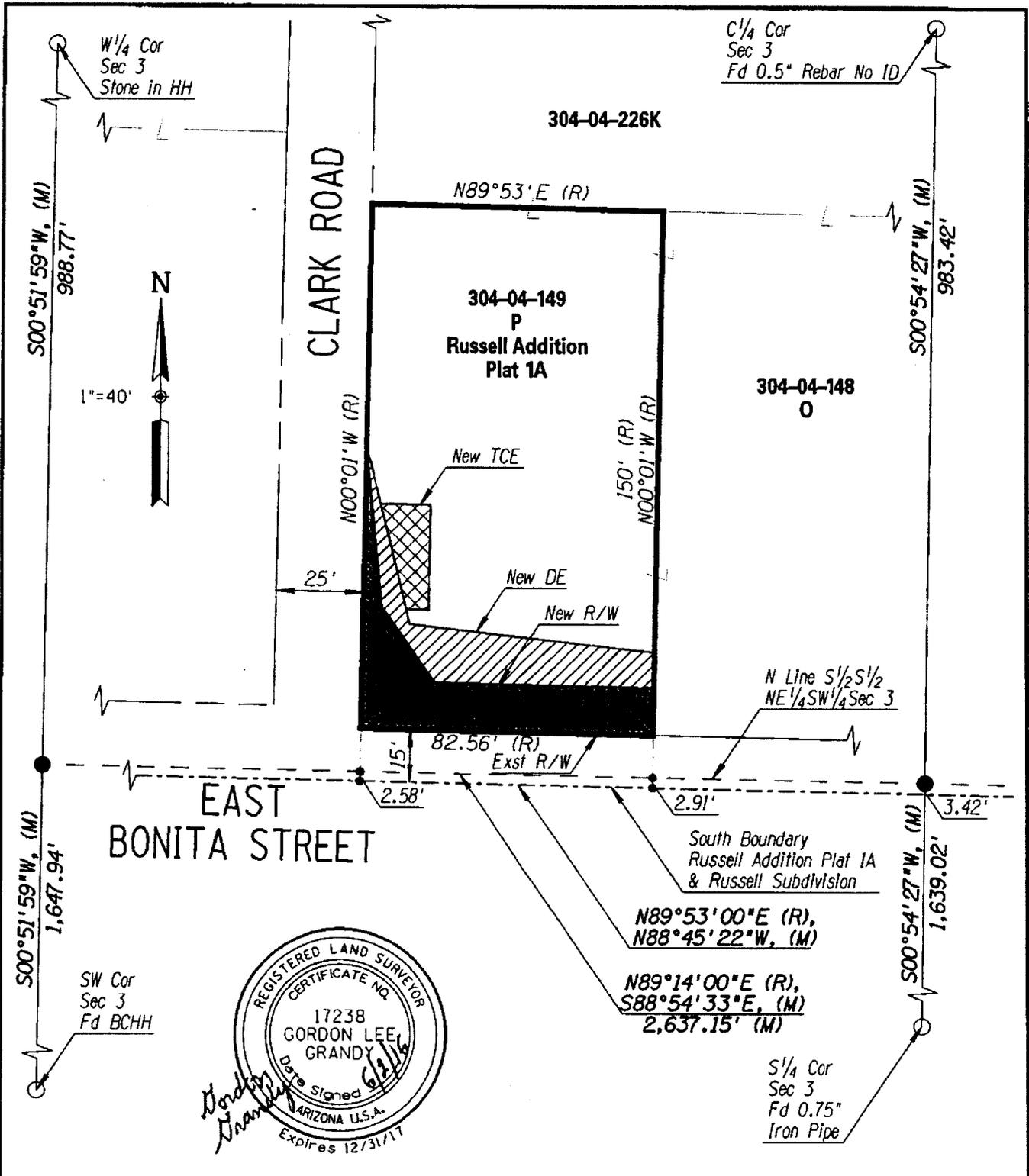
For Temporary Construction Easement

Commencing from a tie at the southwest corner of said Lot P; thence along the west line of said lot, North 01° 07' 27" East, 81.17 feet; thence South 13° 37' 10" East, 17.55 feet to the Point of Beginning; thence South 88° 45' 22" East, 14.27 feet; thence South 01° 07' 27" West, 30.00 feet; thence North 88° 45' 22" West, 6.37 feet; thence North 13° 37' 10" West, 31.04 feet, returning to the Point of Beginning.

Containing 310 square feet (0.0071 acres) more or less.



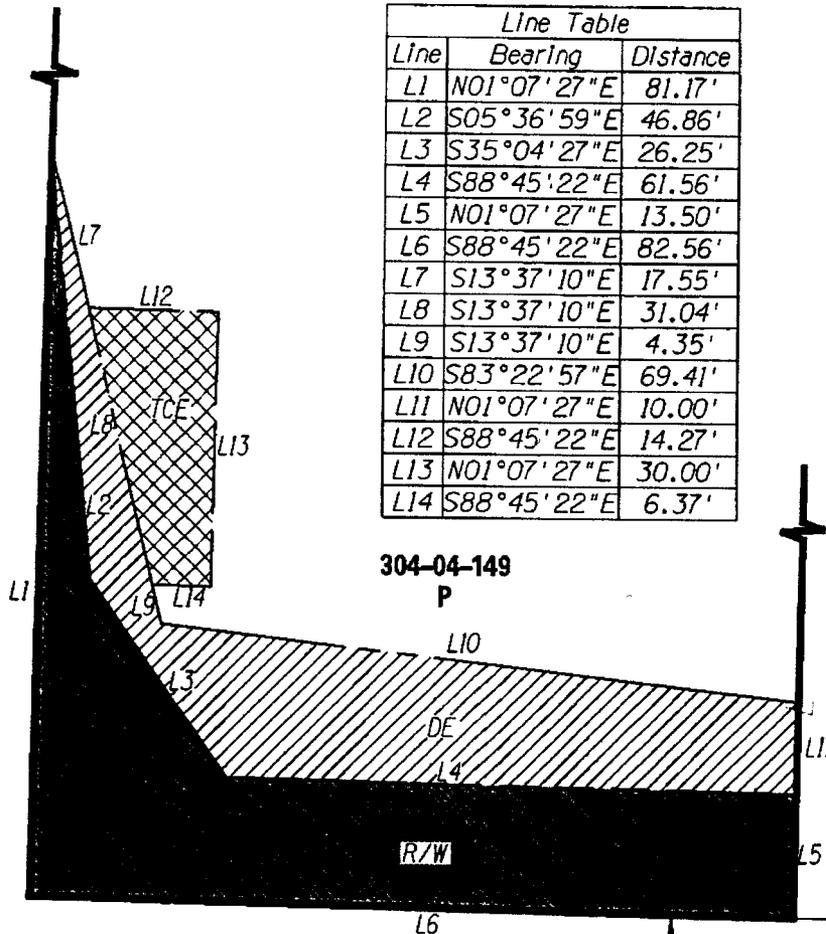
EXHIBIT "B"



<p>NFra Inc. 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 & TEMPORARY CONSTRUCTION EASEMENT ASSESSOR PARCEL 304-04-149</p>	
	<p>DATE: 6/16</p> <p>DSN: KRT</p> <p>DRN: KRT</p> <p>CHK: GLC</p>	<p>PROJECT NUMBER 0000 GI PAY SZ068 01C</p> <p>SHEET 1 OF 2</p>



CLARK ROAD



Line Table		
Line	Bearing	Distance
L1	N01°07'27"E	81.17'
L2	S05°36'59"E	46.86'
L3	S35°04'27"E	26.25'
L4	S88°45'22"E	61.56'
L5	N01°07'27"E	13.50'
L6	S88°45'22"E	82.56'
L7	S13°37'10"E	17.55'
L8	S13°37'10"E	31.04'
L9	S13°37'10"E	4.35'
L10	S83°22'57"E	69.41'
L11	N01°07'27"E	10.00'
L12	S88°45'22"E	14.27'
L13	N01°07'27"E	30.00'
L14	S88°45'22"E	6.37'

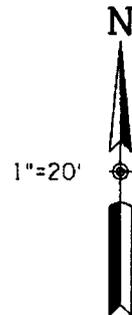
304-04-149
P

EAST BONITA STREET

South Boundary
Russell Addition Plat 1A
& Russell Subdivision



	Parcel Area	Sq Ft	Acres
Before	Gross/Net	12,384	0.2843
Proposed Acquisition	New R/W	1,523	0.0350
	New DE	1,074	0.0247
After	Net	10,861	0.2493
	New TCE	310	0.0071



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 304-04-149



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

PROJECT NUMBER
0000 GI PAY SZ068 01C

SHEET 2 OF 2

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, we/I, Theodore C. Vawter, an Unmarried Man ("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, 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.: 304-04-149, 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 2 day of August, 2016



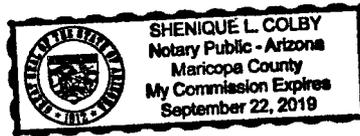
Theodore C. Vawter

STATE OF ARIZONA)
) ss
 County of Gila)

The foregoing Temporary Construction Easement was personally acknowledged before me this 2 day of August, 2016, by Theodore C. Vawter who executed the foregoing instrument for the purposes therein contained.

Shenique L. Colby
 Notary Public

My Commission Expires:
9-22-19



Description Of Document This Notarial Certificate Is Being Attached To:	
TYPE/TITLE	Temporary Construction Easement
DATE OF DOCUMENT	August 2, 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 304-04-149

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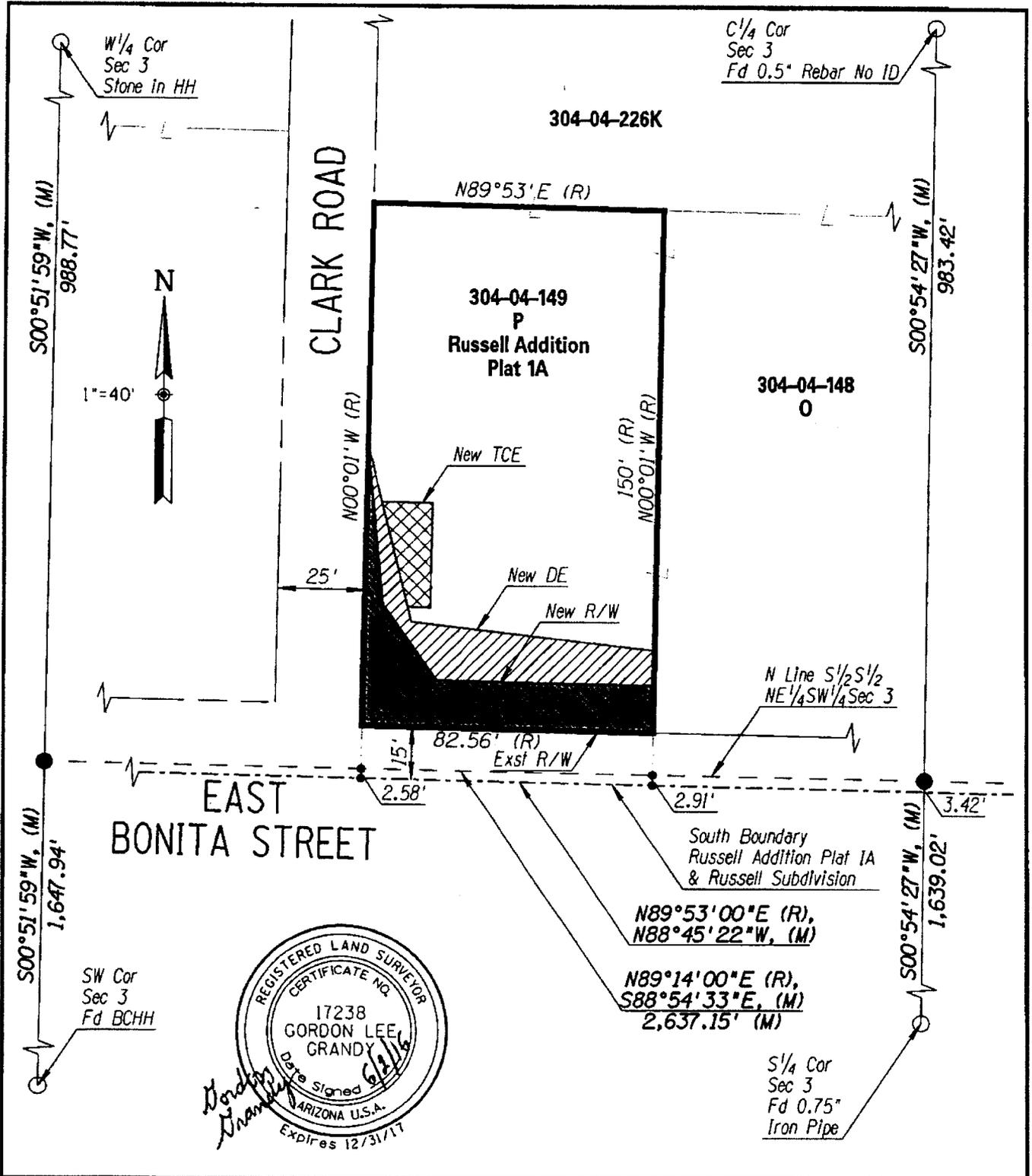
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EXHIBIT "B"

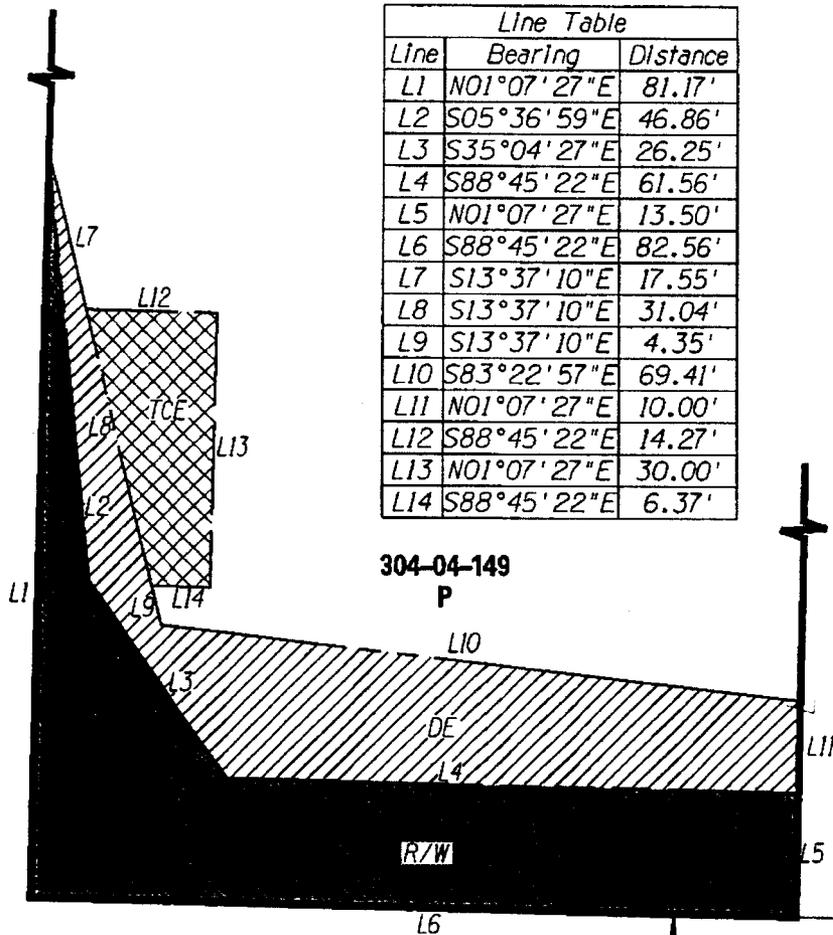


 <p>NFra Inc. a transportation engineering firm 77 East Thomas Road, Suite 200 Phoenix, Arizona 85012</p>	<p>EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION FOR RIGHT OF WAY, DRAINAGE EASEMENT & TEMPORARY CONSTRUCTION EASEMENT ASSESSOR PARCEL 304-04-149</p>	
	<p>DATE: 6/16 DSN: KRT DRN: KRT CHK: GLG</p>	<p>PROJECT NUMBER 0000 GI PAY SZ068 01C SHEET 1 OF 2</p>



CLARK ROAD

Line Table		
Line	Bearing	Distance
L1	N01°07'27"E	81.17'
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304-04-149
P

EAST BONITA STREET

South Boundary
Russell Addition Plat 1A
& Russell Subdivision

N Line S $\frac{1}{2}$ S $\frac{1}{2}$
NE $\frac{1}{4}$ SW $\frac{1}{4}$ Sec 3



	Parcel Area	Sq Ft	Acres
Before	Gross/Net	12,384	0.2843
Proposed Acquisition	New R/W	1,523	0.0350
	New DE	1,074	0.0247
After	Net	10,861	0.2493
	New TCE	310	0.0071



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 304-04-149



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

PROJECT NUMBER
0000 GI PAY SZ068 01C

SHEET 2 OF 2



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)

New Request

New Location
(Additional Address ID)

Change (Select the type(s) of
change from the following:

Tax ID Legal Name Entity Type Minority Business Indicator

Main Address Remittance Address Contact Information

Taxpayer Identification Number (TIN) (Provide ONE Only)

Social Security Number (SSN)

522 56 3579

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*

THEODORE B VAUTER

DBA Name

Entity Type (Must Select One of the Following)

Individual/Sole Proprietor or single-member LLC (6I)

Corporation (5A)

Partnership (5C)

Limited liability company (LLC) including Corporations & Partnerships (5A)

An international organization or any of its agencies/instrumentalities (5U)

The US or any of its political subdivisions or instrumentalities (2G)

A state, a possession of the US, or any of their political subdivisions or instrumentalities (4G)

Other: Tax Reportable Entity (5P)

Other: Tax Exempt Entity (5H)

Description

Minority Business Indicator (Must select one of the following)

Small Business (01)

Small Business- African American (23)

Small Business- Asian (24)

Small Business- Hispanic (25)

Small Business- Native American (27)

Small Business- Other Minority (05)

Small, Woman Owned Business (06)

Small, Woman Owned Business- African American (29)

Small, Woman Owned Business- Asian (30)

Small, Woman Owned Business- Hispanic (31)

Small, Woman Owned Business- Native American (33)

Small, Woman Owned Business- Other Minority (11)

Woman Owned Business (03)

Woman Owned Business- African American (17)

Woman Owned Business- Asian (18)

Woman Owned Business- Hispanic (19)

Woman Owned Business- Native American (21)

Woman Owned Business- Other Minority (08)

Minority Owned Business- African American (04)

Minority Owned Business- Asian (32)

Minority Owned Business- Hispanic (74)

Minority Owned Business- Native American (15)

Minority Owned Business- Other Minority (02)

Non-Profit, IRC §501(c) (88)

Non-Small, Non-Minority or Non-Woman Owned Business (00)

Individual, Non-Business (00)

Veteran Owned Business?

YES

NO

Main Address (Where tax information and general correspondence is to be mailed)

Address 313 S. CLARK RD.

City PAYSON State AZ Zip code 85541-5022

Remittance Address (Where payment is to be mailed)

Same as Main

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 Theodore B Vauter Title Date 8/2/2016

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

IRS TIN Matching HRIS Other Vendor Number Processed by Date Processed