

**RESOLUTION NO. 2962**

**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 505 E. BONITA STREET---APN 304-04-037 (“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. 2962 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:

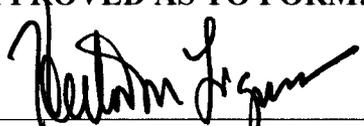
AYES \_\_\_\_\_ NOES \_\_\_\_\_ ABSTENTIONS \_\_\_\_\_ ABSENT \_\_\_\_\_

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

***EXHIBIT "I"***  
***to Resolution No. 2962***

**(Bonita Phase II 505 E. BONITA)**



## TOWN OF PAYSON BUDGET TRANSFER REQUEST

FISCAL YEAR: 2015-16

DIVISION / DEPT. NAME: Finance

14-DIGIT ACCOUNT NUMBER	ACCOUNT DESCRIPTION	CURRENT BUDGETED AMOUNT	Amount of Increase or Decrease (Show decrease as minus)	NEW BUDGET AMOUNT
101-5-9999-00-9427	Transfer to Westerly	26,800	(26,800)	0
101-5-9999-00-9512	Transfer to Westerly	0	26,800	26,800
				0
				0
				0
				0
				0
				0
				0
				0
<b>TOTAL</b>		<b>26,800</b>	<b>0</b>	<b>26,800</b>

**For transfer requests submitted between "Department Budget preparation" and June 30th, only:**  
 Is this transfer already reflected in the EOY Estimate you provided during Budget Preparation? \_\_\_\_\_

**Reason this revision is necessary:**  
The budget was put on the wrong line item. It was put on the construction fund rather than the  
debt service fund.

*If this revision is recurring, be sure to include it in your budget for the next fiscal year.*

\_\_\_\_\_  
 (Signature of Requesting Manager) (Date)

\_\_\_\_\_  
 (Signature of Department Head) (Date)

**APPROVALS:**

Chief Fiscal Office *Hope Cullb*  
 (Signature)

9-7-16  
 (Date)

Town Manager \_\_\_\_\_  
 (if applicable) (Signature)

\_\_\_\_\_  
 (Date)

## Summary of Hangar RFP Submittals:

### ACD Submittal #1:

- \$0.51/square foot/year
- Location: 20 ft west of existing Box hangars (20' opening for "access road")
- 2 units, leased area total 36' X 130' = 4680 sq/ft X \$0.51 = \$2386.80 (each unit 36' X 65')
- No bathroom (uses existing ones) – proposes sharing repair expense for existing grinder pumps
- Connect to existing Box hangar electric (pay for installation of electric in new hangars and monthly bill)

### ACD Submittal #2:

- \$0.47/square foot/year
- Location: East of existing Echo ramp
- 5 Tee units, leased area total 51' X 132' = 6732 sq/ft X \$0.47 = \$3164.04 (each unit 36' X 65')
- No interior bathrooms – proposes building a new, public restroom to west of existing (Echo?) gate
  - Proposes having permission to enter into contract with other for Non-public use of restroom
- Only electric in hangars
- Proposes building ramp on east side of hangars at their expense, but would not be part of lease or have rental fees on it

August 11, 2016

**HAND DELIVERED**

Juan J. Diego and Brianne L. Diego  
8136 W. Stallion Road  
Payson, AZ 85541

RE: Project: East Bonita Street Improvements Phase II  
Project No.: SZ068  
Address: 505 E. Bonita Street, Payson, AZ 85541  
APN: 304-04-037

Dear Mr. and Mrs. Diego:

The Town of Payson presents its offer of \$1,900.00 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.

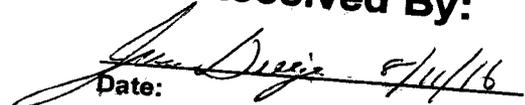
Sincerely,



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

Attachment/Enclosures

**Received By:**

  
Date: 8/11/16



# 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) 567-81-4151    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\* Juan Jose Diego  
DBA Name \_\_\_\_\_

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

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

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

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

### Veteran Owned Business?    YES    NO

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

Address 505 E Bonita St.  
City Payson    State AZ    Zip code 85541

### 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 Juan Jose Diego    Title \_\_\_\_\_    Date 8-18-16

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 \_\_\_\_\_

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

This statement accompanies our letter of August 11, 2016 and shows the basis on which the offer is made.

**A. IDENTIFICATION OF THE PROPERTY**

Lot 36, Mogollon Rim Addition Plat 2, according to Map No. 150, records of Gila County, Arizona  
also known as Assessor Parcel No(s). 304-04-037

**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)	23	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	423	Square Feet
<input checked="" type="checkbox"/> Temporary Construction Easement	563	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)	\$	627.00
Severance Damages to remaining property (possible on partial acquisitions only)	\$	
Temporary Construction Easement	\$	163.00
Drainage Easement	\$	1,104.00
Total Just Compensation	\$	1,900.00

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

**D. THE IMPROVEMENTS**

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

8 small shrubs and 4 large shrubs

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.

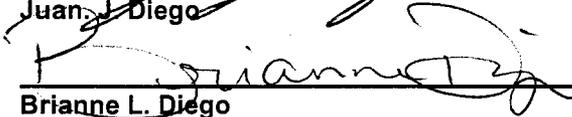
**G. SUBSURFACE IMPROVEMENT STATEMENT**

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: JUAN J. DIEGO AND BRIANNE L. DIEGO, HUSBAND AND WIFE AS COMMUNITY PROPERTY WITH RIGHT OF SURVIVORSHIP**

 \_\_\_\_\_ Date 8/15/16

 \_\_\_\_\_ Date 8-15-16

Juan J. Diego

Brianne L. Diego

THE TOWN OF PAYSON  
**PURCHASE AGREEMENT**

Title Company Pioneer Title Agency  
 Address 421 South Beeline Hwy  
 Town Payson Arizona  
 Escrow Officer Christine Brunson  
 Escrow No. \_\_\_\_\_

Date \_\_\_\_\_  
 (to be completed by Title Company, if applicable)  
 Zip Code 85541  
 Phone 928-474-3235  
 Fax No. 866-742-4508

Grantor Juan J. Diego and Brianne L. Diego, Husband and Wife as Community Property with Right of Survivorship  
 (mailing address 8136 W. Stallion Road, Payson, AZ 85541)  
 Address 505 East Bonita Street, Payson, AZ 85541  
 Phone/Fax/Mobile 928-474-4277

Grantee: The Town of Payson  
 Mailing Address: Town Clerk, Town of Payson  
 303 N Beeline Hwy, Payson, AZ 85541

**The TOWN shall pay directly to the Grantor, or deposit with the Title Company ("Escrow Agent") if escrowed, the purchase price plus all lawful costs incidental to closing as follows:**

Escrow Fees	_____	
Title Policy Fees	_____	
<b>TOTAL ESCROW &amp; TITLE FEES</b>		<u>\$0.00</u>
<b>Recording Fees</b>		
Deed	_____	
Easement	_____	
Release	_____	
	_____	
<b>TOTAL RECORDING FEES</b>		<u>\$0.00</u>
<b>Other Charges</b>		
Release Fees	_____	
SRVWUA Fee	_____	
Prorated Taxes/Dates	_____	
<b>TOTAL OTHER CHARGES</b>		<u>\$0.00</u>
Subtotal Fees		<u>\$0.00</u>
Title Report Credit	_____	
Total Closing Costs		<u>\$0.00</u>
Land & Improvements*	_____	
	_____	
	_____	
	_____	
	_____	
	_____	
Total Purchase Price		<u>\$1,900.00</u>
<b>TOTAL WARRANT**</b>		<u>\$0.00</u>

**Charges and disbursements to be paid from Grantor's funds as follows (check all that apply):**

**Total Acquisition of Grantor's Property:** Full release of all monetary liens and encumbrances, and leases of any kind. Pay in full all due and delinquent real property taxes and general and special improvement assessments. Grantor will be charged for any costs necessary to make the property compliant with the Covenants, Conditions and Restrictions. Prorate the current year's real property taxes on closings that occur on or after the 3<sup>rd</sup> Monday of August each year. Escrow Agent shall withhold the prorated amounts from each party and pay the lien of the current year's taxes in full.

**Partial Acquisition of Grantor's Property:** Partial release of all monetary liens and encumbrances, and leases of any kind. At the discretion of Town, pay due and delinquent property taxes and general and special improvement assessments, including full payment of taxes and assessments on individual assessor parcels within Town's partial acquisition, and any Certificate(s) of Purchase. The current year's taxes shall not be prorated regardless of the closing date.

**Easement(s):** Consent to easement(s) by secured party(ies).

**Other Disbursements:**

**Security Deposits and Prepaid Rents, if Applicable:** Grantor agrees to return all security deposits and prepaid rents directly to lessee(s) outside of escrow.

**Possession Date:** Close of escrow/date of recording.

Special Conditions Right of Way Contract Yes  No   
 Entry Agreement\*\*\* Yes  No

\*\*\* If yes, Town shall pay statutory interest on the "Total Purchase Price" from \_\_\_\_\_ to the close of escrow/date of recording directly to Grantor by separate warrant.

**Special Instructions/Information:**

\* Escrow and title policy fees based on this amount only.

\*\*Sum of "Total Closing Costs" and "Total Purchase Price" only.

THE GRANTOR, having executed a conveyance of certain real property rights to the GRANTEE in a certain conveyance dated described in Exhibit "A" and Exhibit "B" attached hereto and made a part hereof, and having delivered same to the above Title Company as Escrow Agent, said agent is directed to deliver said conveyance to the TOWN OF PAYSON; title to said property to pass upon the acceptance of delivery and possession by the TOWN OF PAYSON.

**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

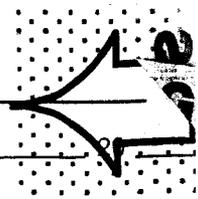
By Shenique Colby  
Shenique Colby, Right of Way Agent

GRANTOR: Juan J. Diego and Brianne L. Diego, Husband and Wife as Community Property With Right of Survivorship

Juan J. Diego 8/15/16  
Date:

Brianne L. Diego 8/15/16  
Date:

Approved by: \_\_\_\_\_  
Its \_\_\_\_\_ Date \_\_\_\_\_



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 304-04-037

Two triangular wedge shaped land tracts and an irregular shaped land tract situated in Lot 36, Mogollon Rim Addition Plat Two as recorded on Map 150 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 Northeast corner of said Lot 36 also being a point on the south right-of-way line for East Bonita Street; thence along said south line, North 88° 44' 19" West, 23.27 feet to a point of cusp; thence South 83° 49' 33" East, 23.37 feet to a point on the east line of said Lot 36; thence North 00° 54' 27" East, 2.00 feet returning to the Point of Beginning.

Containing 23 square feet (0.0005 acres) more or less.

### **For New Drainage Easement**

Beginning at the Northwest corner of said Lot 36 also being a point on the south right-of-way line for East Bonita Street; thence along said south line, South 88° 44' 19" East, 81.73 feet; thence South 83° 49' 33" East, 23.37 feet to a point on the east line of said Lot 36; thence South 00° 54' 27" West, 6.50 feet; thence North 84° 06' 37" West, 105.35 feet returning to the Point of Beginning.

Containing 423 square feet (0.0097 acres) more or less.

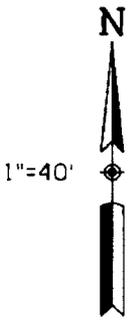
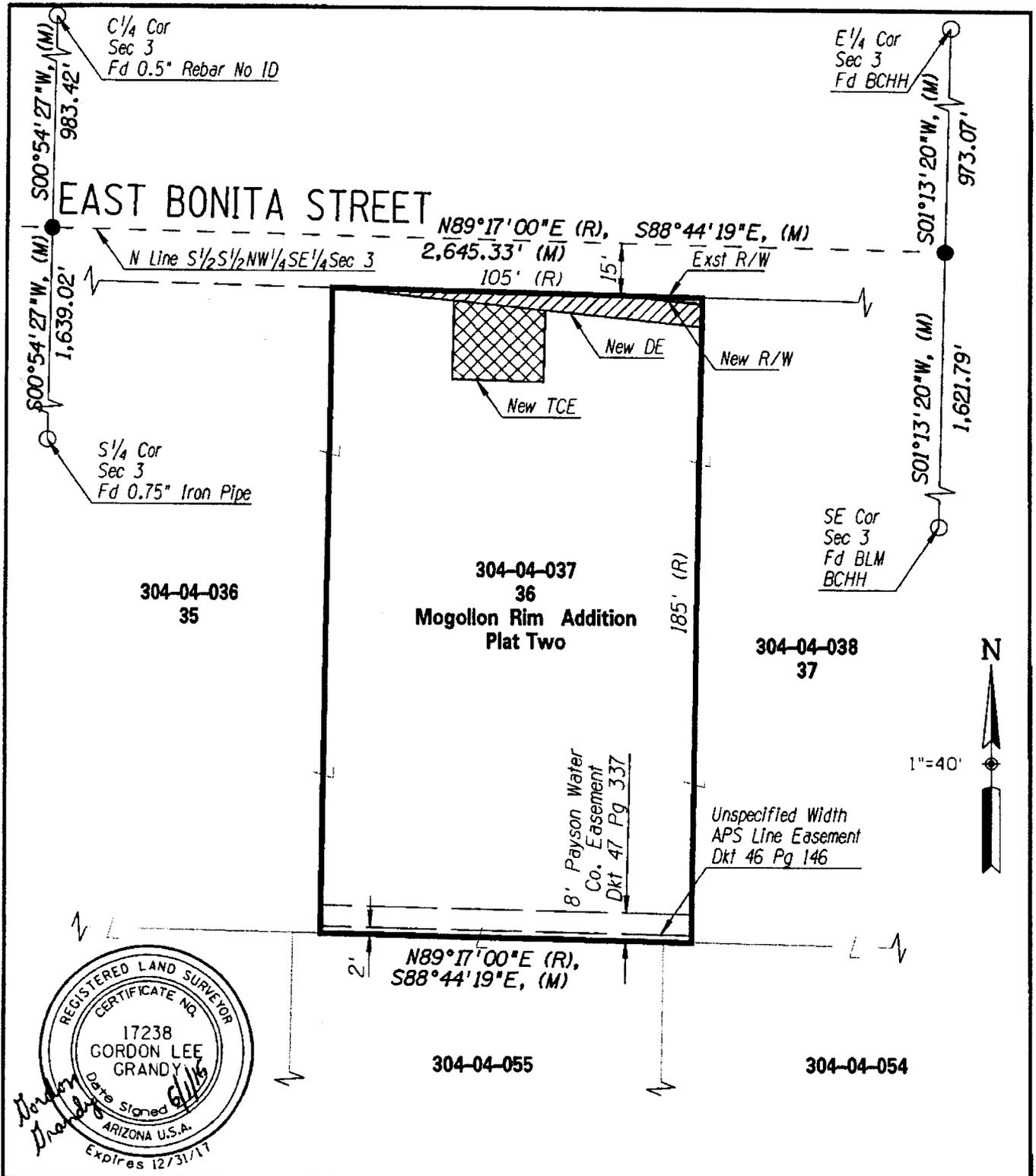
### **For Temporary Construction Easement**

Commencing from a tie at the Northwest corner of said Lot 36; thence South 84° 06' 37" East, 34.63 feet to the Point of Beginning; thence continuing South 84° 06' 37" East, 26.10 feet; thence South 00° 54' 27" West, 20.60 feet; thence North 88° 44' 19" West, 26.00 feet; thence North 00° 54' 27" East, 22.71 feet returning to the Point of Beginning.

Containing 563 square feet (0.0129 acres) more or less.

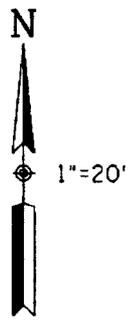


**EXHIBIT "B"**



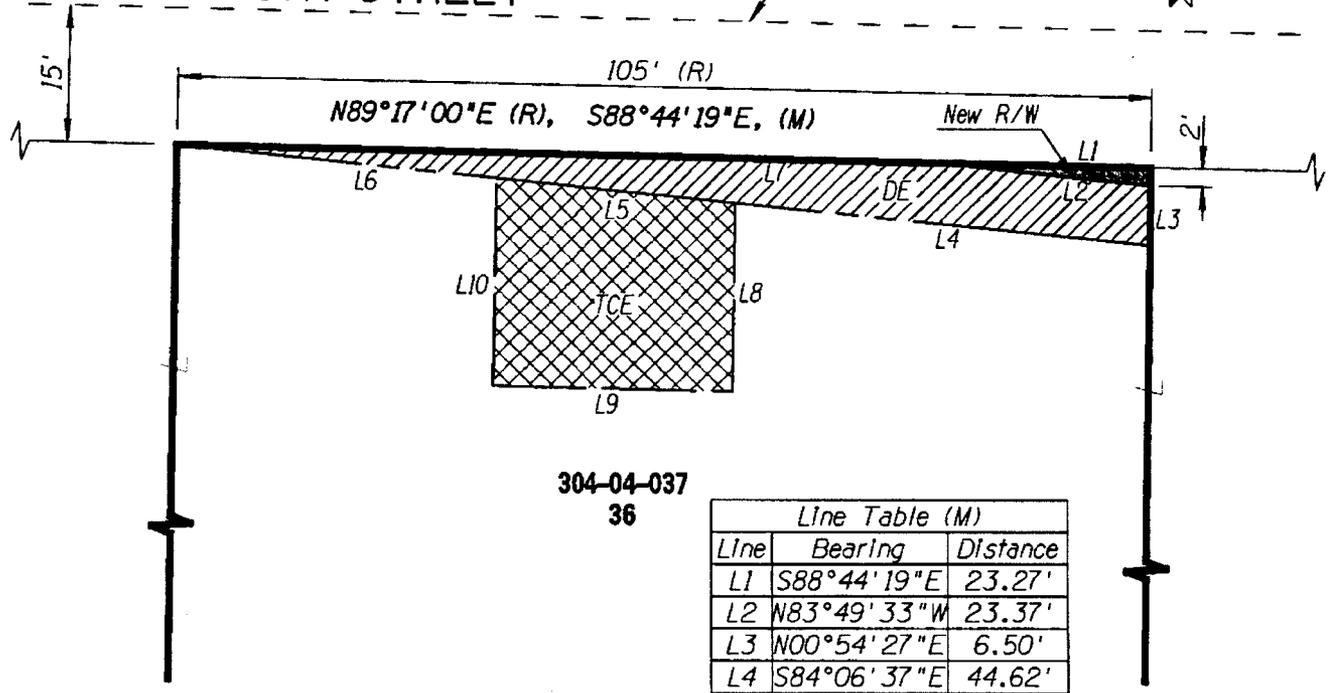
<p><b>NFra Inc.</b>          a transportation engineering firm          77 East Thomas Road, Suite 200          Phoenix, Arizona 85012</p>	<p>EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION          FOR RIGHT OF WAY, DRAINAGE EASEMENT &amp;          TEMPORARY CONSTRUCTION EASEMENT          ASSESSOR PARCEL 304-04-037</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>





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



304-04-037  
36

Line Table (M)		
Line	Bearing	Distance
L1	S88°44'19"E	23.27'
L2	N83°49'33"W	23.37'
L3	N00°54'27"E	6.50'
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L5	S84°06'37"E	26.10'
L6	S84°06'37"E	34.63'
L7	S88°44'19"E	81.73'
L8	N00°54'27"E	20.60'
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	Parcel Area	Sq Ft	Acres
Before	Gross/Net	19,425	0.4459
Proposed Acquisition	New R/W	23	0.0005
	New DE	423	0.0097
After	Net	19,402	0.4454
	New TCE	563	0.0129



 **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 304-04-037



DATE: 6/16  
DSN: KRT  
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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, Juan J. Diego and Brianne L. Diego, Husband and Wife as Community Property with Right of Survivorship, (“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 18 day of August 2016

Juan J. Diego  
Juan J. Diego

Brianne L. Diego  
Brianne L. Diego

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

- Individual
- Corporate
- Trustee(s)
- Other

Entity(ies) Represented

State Of Arizona )  
 County Of Gila )SS

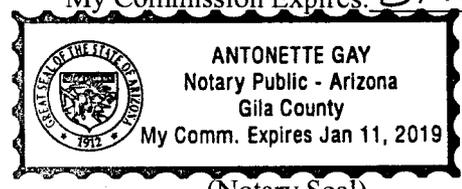
Before me, Antonette Gay, the undersigned officer/notary  
 (Name of Notary)  
 On August 18, 2016 personally appeared Juan J. Diego  
Brianne L. Diego

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.

Antonette Gay  
(Signature of Notary)

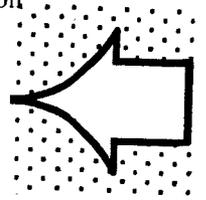
My Commission Expires: Jan. 11, 2019



(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 304-04-037

Two triangular wedge shaped land tracts and an irregular shaped land tract situated in Lot 36, Mogollon Rim Addition Plat Two as recorded on Map 150 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 Northeast corner of said Lot 36 also being a point on the south right-of-way line for East Bonita Street; thence along said south line, North 88° 44' 19" West, 23.27 feet to a point of cusp; thence South 83° 49' 33" East, 23.37 feet to a point on the east line of said Lot 36; thence North 00° 54' 27" East, 2.00 feet returning to the Point of Beginning.

Containing 23 square feet (0.0005 acres) more or less.

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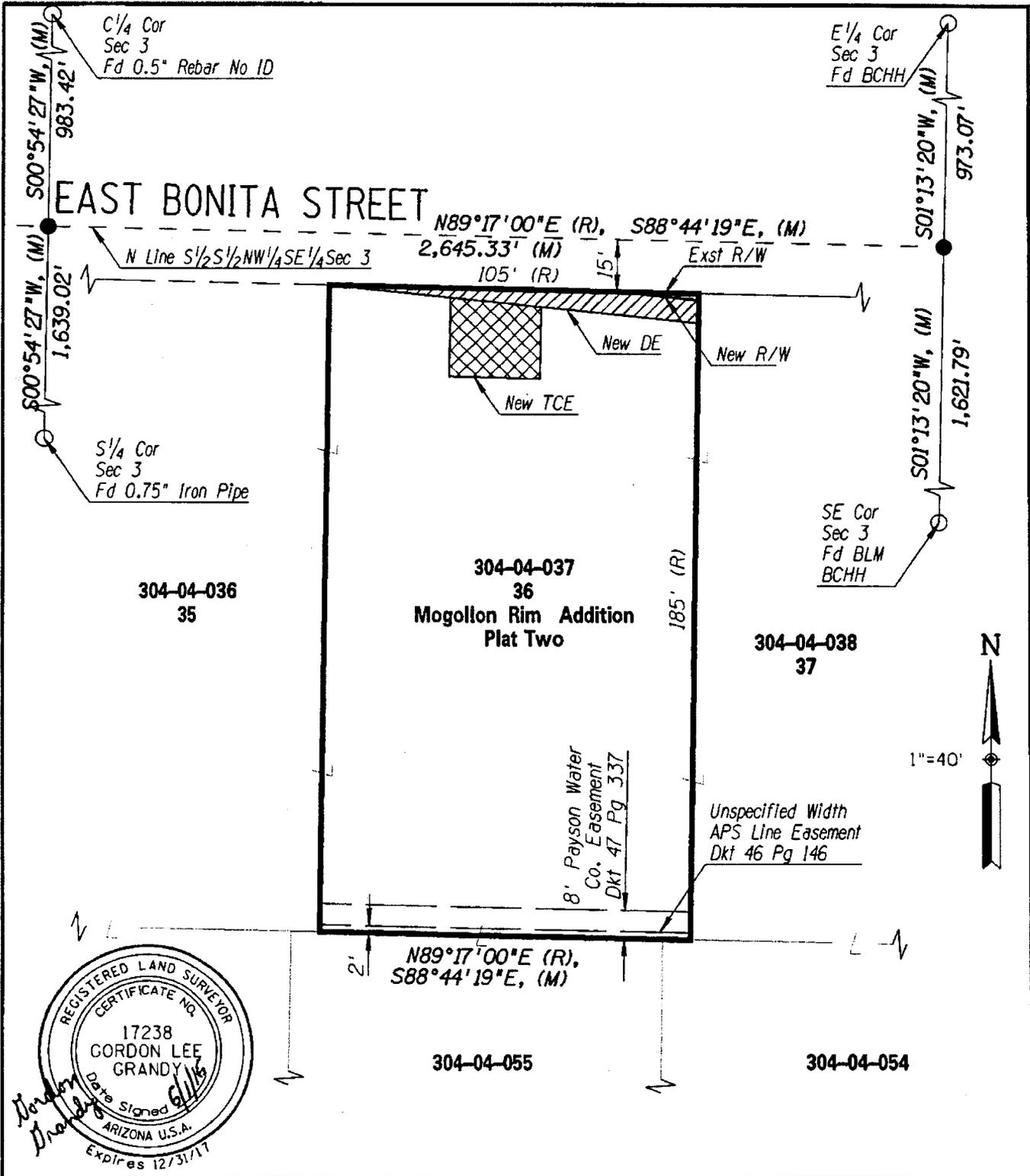
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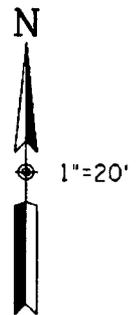


# EXHIBIT "B"



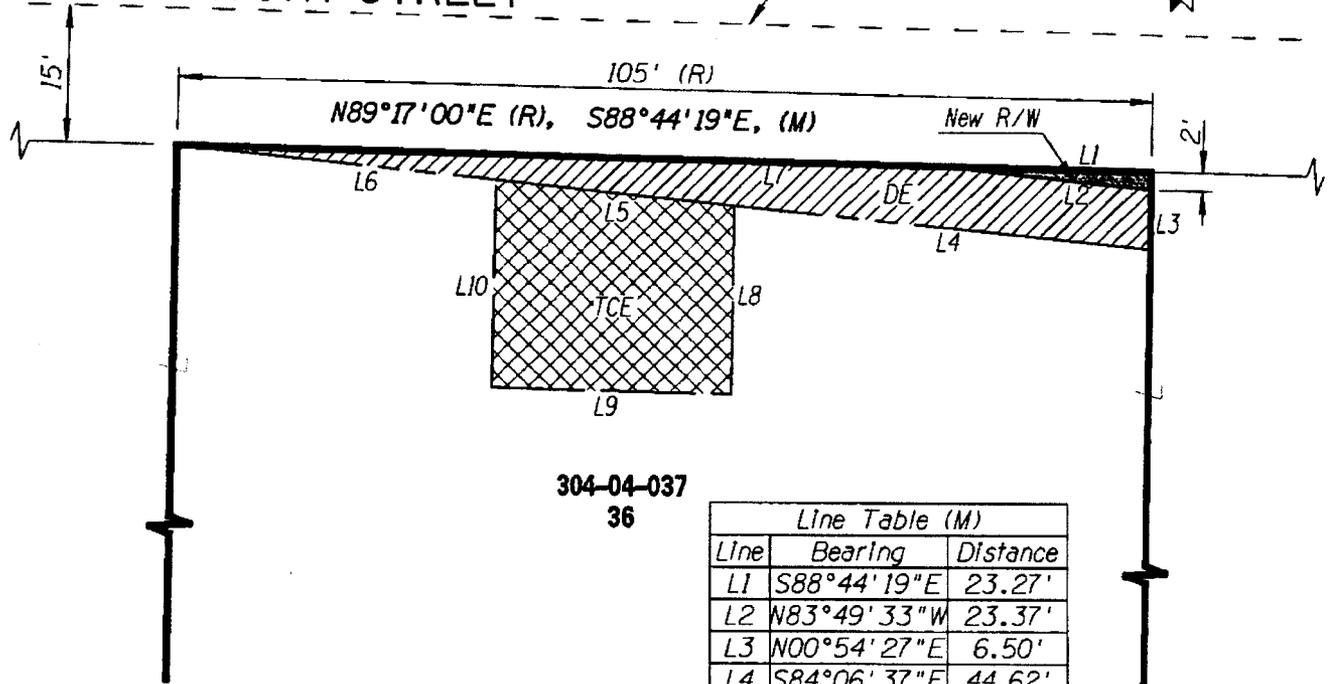
<p><b>NFra Inc.</b> a transportation engineering firm 77 East Thomas Road, Suite 200 Phoenix, Arizona 85012</p>	<p>EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION FOR RIGHT OF WAY, DRAINAGE EASEMENT &amp; TEMPORARY CONSTRUCTION EASEMENT ASSESSOR PARCEL 304-04-037</p>	
	<p>DATE: 6/16</p> <p>DSN: KRT</p> <p>DRN: KRT</p> <p>CHK: GLG</p>	<p>PROJECT NUMBER 0000 GI PAY SZ068 01C</p> <p>SHEET 1 OF 2</p>





EAST BONITA STREET

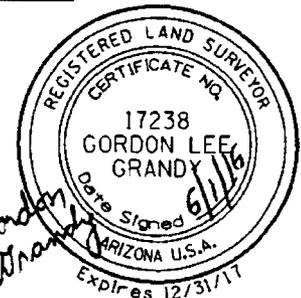
N Line S<sup>1</sup>/<sub>2</sub>S<sup>1</sup>/<sub>2</sub>NW<sup>1</sup>/<sub>4</sub>SE<sup>1</sup>/<sub>4</sub>Sec 3



304-04-037  
36

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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 304-04-037



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

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

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, Juan J. Diego and Brianne L. Diego, Husband and Wife as Community Property With Right of Survivorship, (“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.



# EXHIBIT "A"

## LEGAL DESCRIPTION FOR TOWN OF PAYSON – EAST BONITA STREET (SZ068) ASSESSOR PARCEL 304-04-037

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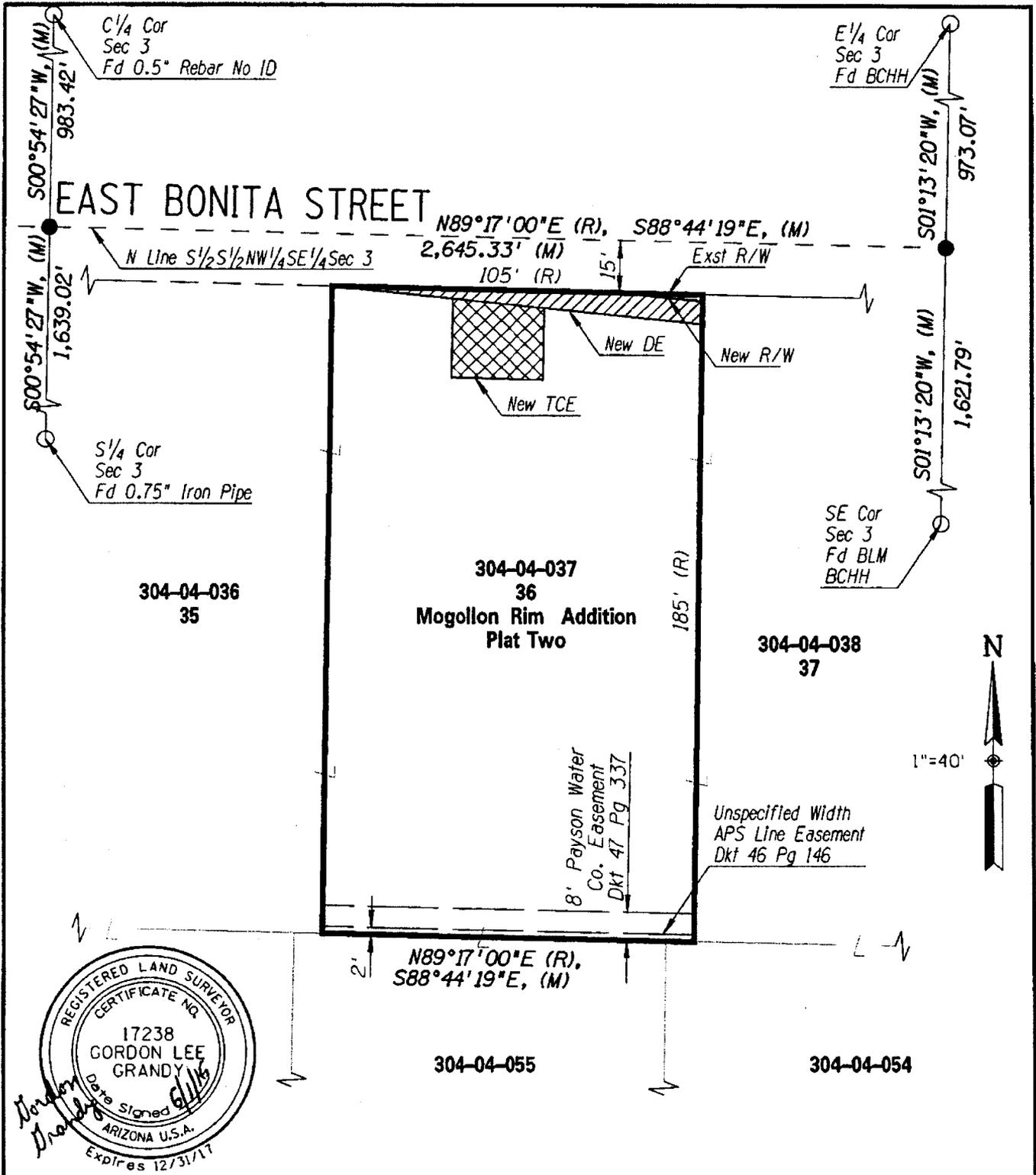
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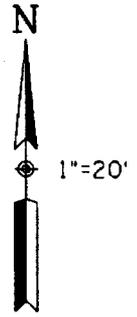


# EXHIBIT "B"



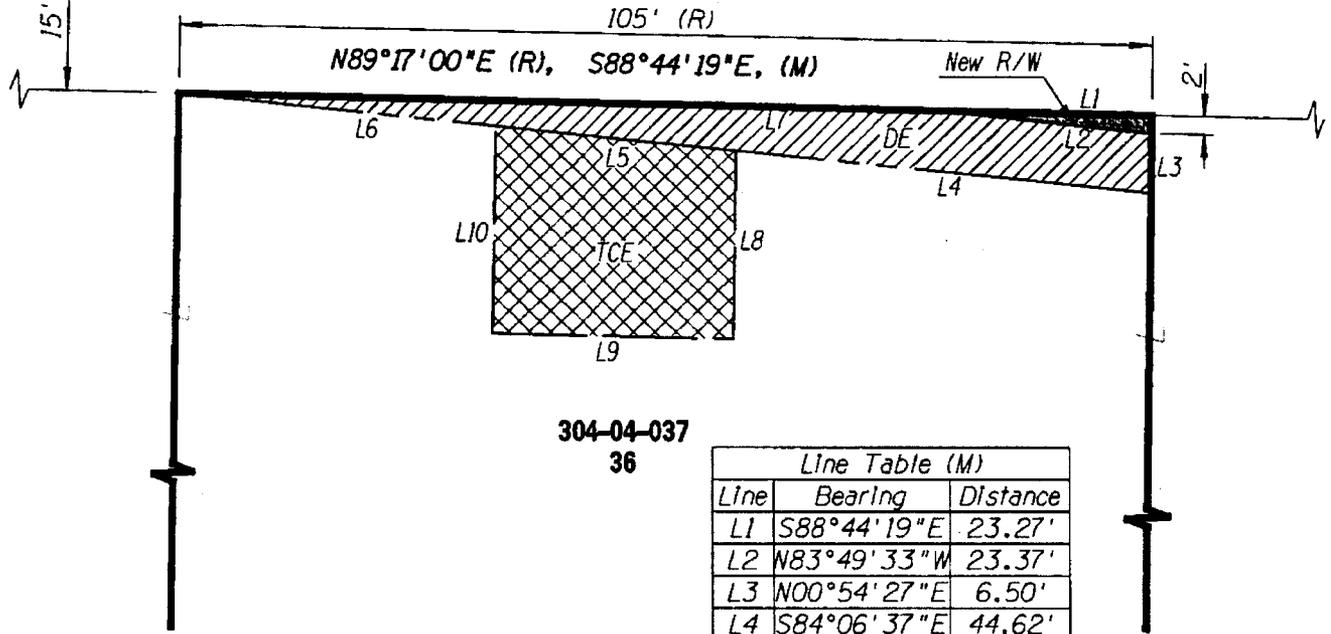
 <b>NFra Inc.</b> <i>a transportation engineering firm</i> 77 East Thomas Road, Suite 200 Phoenix, Arizona 85012	EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION FOR RIGHT OF WAY, DRAINAGE EASEMENT & TEMPORARY CONSTRUCTION EASEMENT ASSESSOR PARCEL 304-04-037	
	DATE: 6/16 DSN: KRT DRN: KRT CHK: GLC	PROJECT NUMBER 0000 GI PAY SZ068 01C SHEET 1 OF 2





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



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EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION  
 FOR RIGHT OF WAY, DRAINAGE EASEMENT &  
 TEMPORARY CONSTRUCTION EASEMENT  
 ASSESSOR PARCEL 304-04-037



DATE: 6/16  
 DSN: KRT  
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 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)

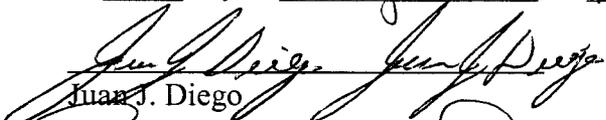
### TEMPORARY CONSTRUCTION EASEMENT

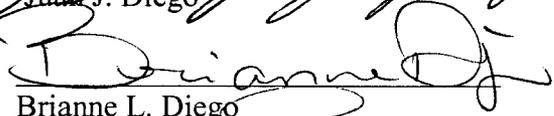
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**This easement right, related to Parcel No.: 304-04-037, shall be extinguished twelve (12) months from the date of commencement of construction by the Town of Payson.**

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 18 day of August, 2016

  
Juan J. Diego

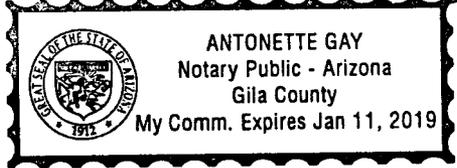
  
Brianne L. Diego

STATE OF ARIZONA        )  
   ) ss  
 County of Gila            )

The foregoing Temporary Construction Easement was personally acknowledged before me this 18 day of August, 2016 by Juan J. Diego ~~Brianne L. Diego~~ who executed the foregoing instrument for the purposes therein contained.

*Antonette Gay*  
 Notary Public

My Commission Expires: Jan 11, 2019



Description Of Document This Notarial Certificate Is Being Attached To:	
TYPE/TITLE	Temporary Construction Easement
DATE OF DOCUMENT	August 11, 2016
NUMBER OF PAGES	5
ADDITIONAL SIGNORS	None
(other than those named in the notarial certificate)	

# EXHIBIT "A"

## LEGAL DESCRIPTION FOR TOWN OF PAYSON – EAST BONITA STREET (SZ068) ASSESSOR PARCEL 304-04-037

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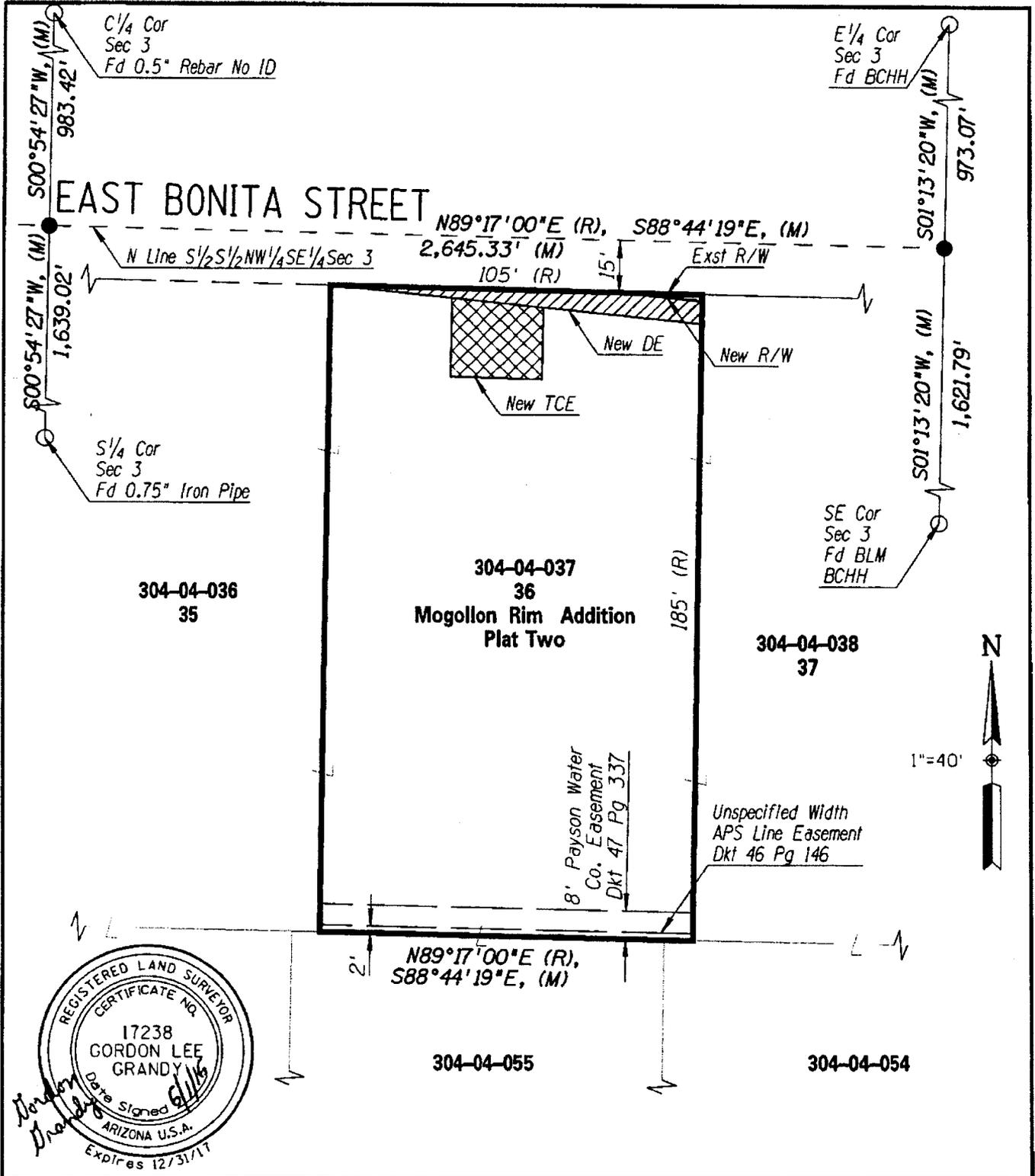
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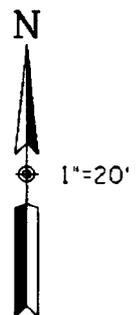


# EXHIBIT "B"



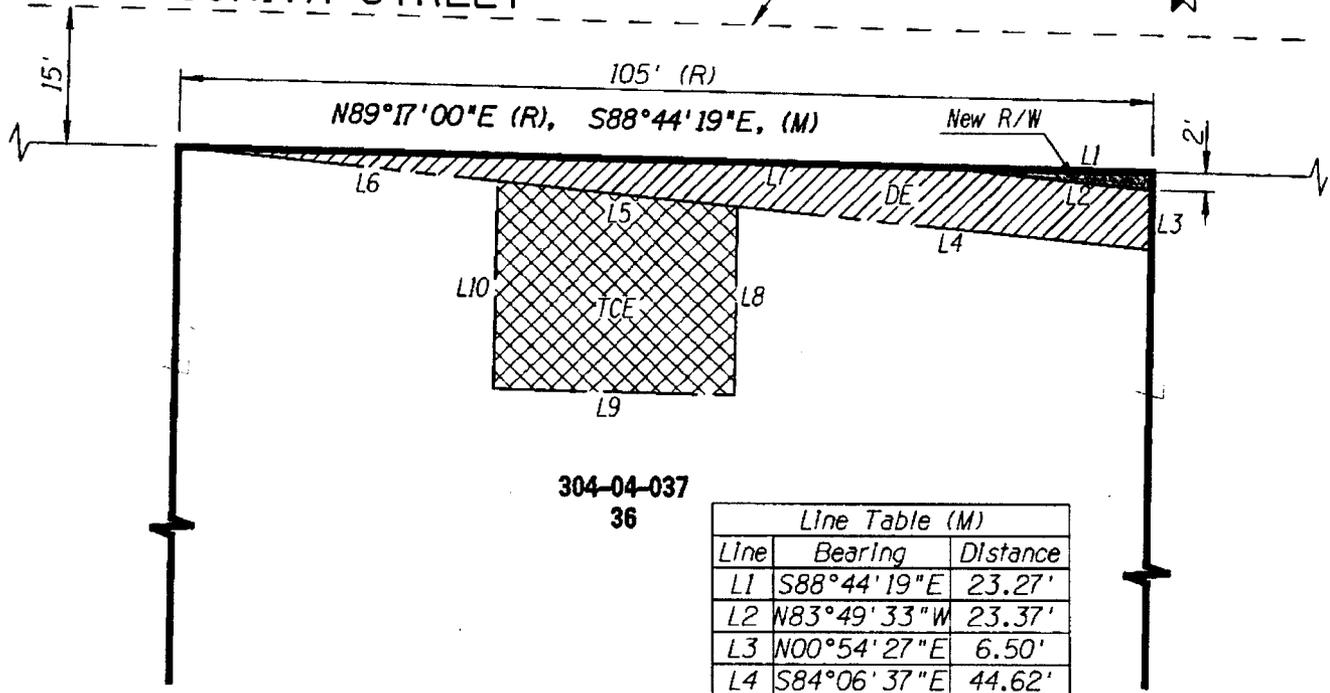
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EAST BONITA STREET

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



304-04-037  
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L9	S88°44'19"E	26.00'
L10	N00°54'27"E	22.71'

	Parcel Area	Sq Ft	Acres
Before	Gross/Net	19,425	0.4459
Proposed Acquisition	New R/W	23	0.0005
	New DE	423	0.0097
After	Net	19,402	0.4454
	New TCE	563	0.0129



**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 304-04-037



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

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