RESOLUTION NO. 2978

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) TEMPORARY CONSTRUCTION EASEMENT AND (4) SLOPE EASEMENT FOR THE EAST BONITA STREET IMPROVEMENTS PROJECT PHASE II RELATED TO 107 E. BONITA STREET ---APN 304-03-066 ("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 Temporary Construction Easement and a Slope 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 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 3: That the Town of Payson does hereby approve the consideration paid and accepts said Slope 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 Kenny J. Evans, Mayor of the Town of Payson, is authorized to execute Resolution No. 2978 and the Purchase Agreement in substantially the form attached hereto and marked under Exhibit I.

Section 5: 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 17th day of November, 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

Prepared by Town of Payson Legal Department
HMF:dkk 11/7/2016 11:58 AM
O:\Civil\Resolutions\2900s\2978 BONITA PHASEII 107E BONITA ST.doc

EXHIBIT "I"

to Resolution No. 2978

(Bonita Phase II 107 E. BONITA STREET)

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

PARCEL No.1 Lot 87, Mogollon Rim Addition Amended, according to Map No. 111, records of Gila County, Arizona.

PARCEL No. 2, An Easement for Ingres and Egress as created at Fee No. 2015-001108, over the most Easterly portions of Lots 72 and 73, Mogollon Rim Addition Amended, according to Map No. 111, records of Gila County, Arizona.

also known as Assessor Parcel No(s). 304-03-066

B. THE ESTATE OR INTEREST NEEDED

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

☐	Fee interest (new right-of-way)		Square Feet
☐	Underlying fee interest (existing rights-of-way)		Square Feet
☐	Easement (new right-of-way)		Square Feet
☒	Slope Easement	166	Square Feet
☒	Temporary Construction Easement	684	Square Feet
☐			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)	$	
Severance Damages to remaining property (possible on partial acquisitions only)	$	
Temporary Construction Easement	$	212.00
Slope Easement	$	77.00
Total Just Compensation	$	300.00

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

D. THE IMPROVEMENTS

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

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: SEXTON & SEXTON LLC, AN ARIZONA LIMITED LIABILITY COMPANY

_____ **Date** 9/21/16
By: Paul Sexton

Owner _____ **Date** 9/21/16
Its:

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 **Sexton & Sexton LLC, an Arizona Limited Liability Company**
(mailing address: 9236 W. Stageline Road, Unit 1, Payson, AZ 85541
Address 107 East Bonita Street, Payson, AZ 85541
Phone/Fax/Mobile 928-474-1760

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	
TOTAL ESCROW & TITLE FEES	$0.00
Recording Fees	
Deed	
Easement	
Release	
TOTAL RECORDING FEES	$0.00
Other Charges	
Release Fees	
SRVWUA Fee	
Prorated Taxes/Dates	
TOTAL OTHER CHARGES	$0.00
Subtotal Fees	$0.00
Title Report Credit	
Total Closing Costs	$0.00
Land & Improvements*	
Total Purchase Price	$300.00
TOTAL WARRANT**	**$0.00**

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 3rd 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.

GRANTOR: Sexton & Sexton LLC, an Arizona Limited Liability Company

By: Paul Sexton Date: 9/21/16

Its: Owner Date: 9/21/16

Accepted_____ Date_____
ESCROW OFFICER

The Town of Payson

By Shenique Colby

Shenique Colby, Right of Way Agent

Approved by:_____

Its_____ Date_____ 20 ____

Accepted: Town of Payson _____ 20 ____

By _____
Mayor, Kenney J. Evans

PROJECT: East Bonita Street Improvements Phase II PROJECT NO. SZ068 PARCEL 304-03-066

EXHIBIT "A"

LEGAL DESCRIPTION FOR
TOWN OF PAYSON – EAST BONITA STREET (SZ068)
ASSESSOR PARCEL 304-03-066

An "L" and a rectangular shaped land tract situated in Lot 87, Mogollon Rim Addition Amended as recorded on Map 111 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 northwest 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 Slope Easement
The east 3.00 feet of the north 52.00 feet together with the west 5.00 feet of the east 8.00 feet of the north 2.00 feet of said Lot 87.

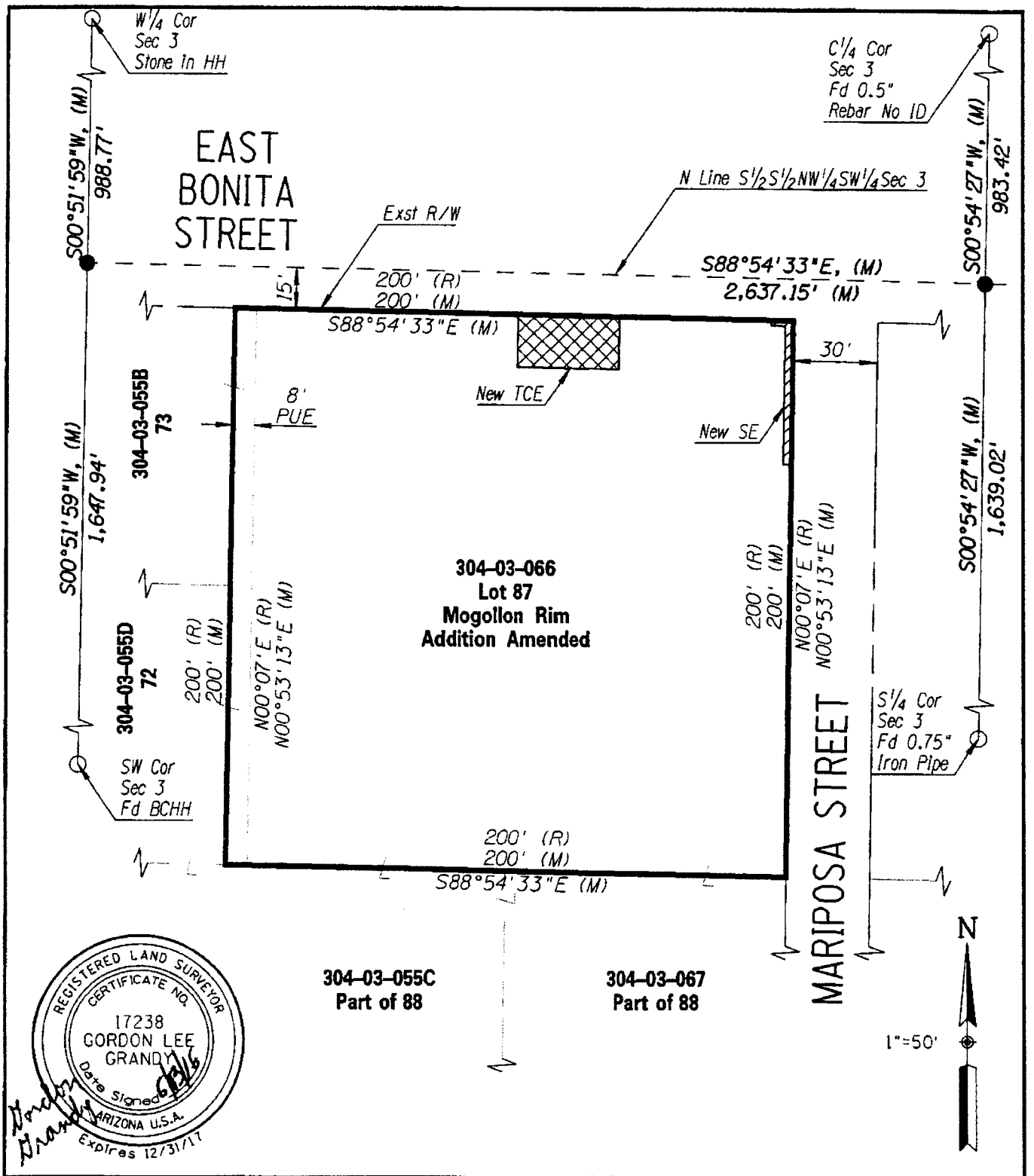
Containing 166 square feet (0.0038 acres) more or less.

For New Temporary Construction Easement
The north 19.00 feet of the west 36.00 feet of the east 98.00 feet of said Lot 87.

Containing 684 square feet (0.0157 acres) more or less.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
17238
GORDON LEE
GRANDY
Date Signed 6/13/16
ARIZONA, U.S.A.
Expires 12/31/17
Gordon Grandy

EXHIBIT "B"



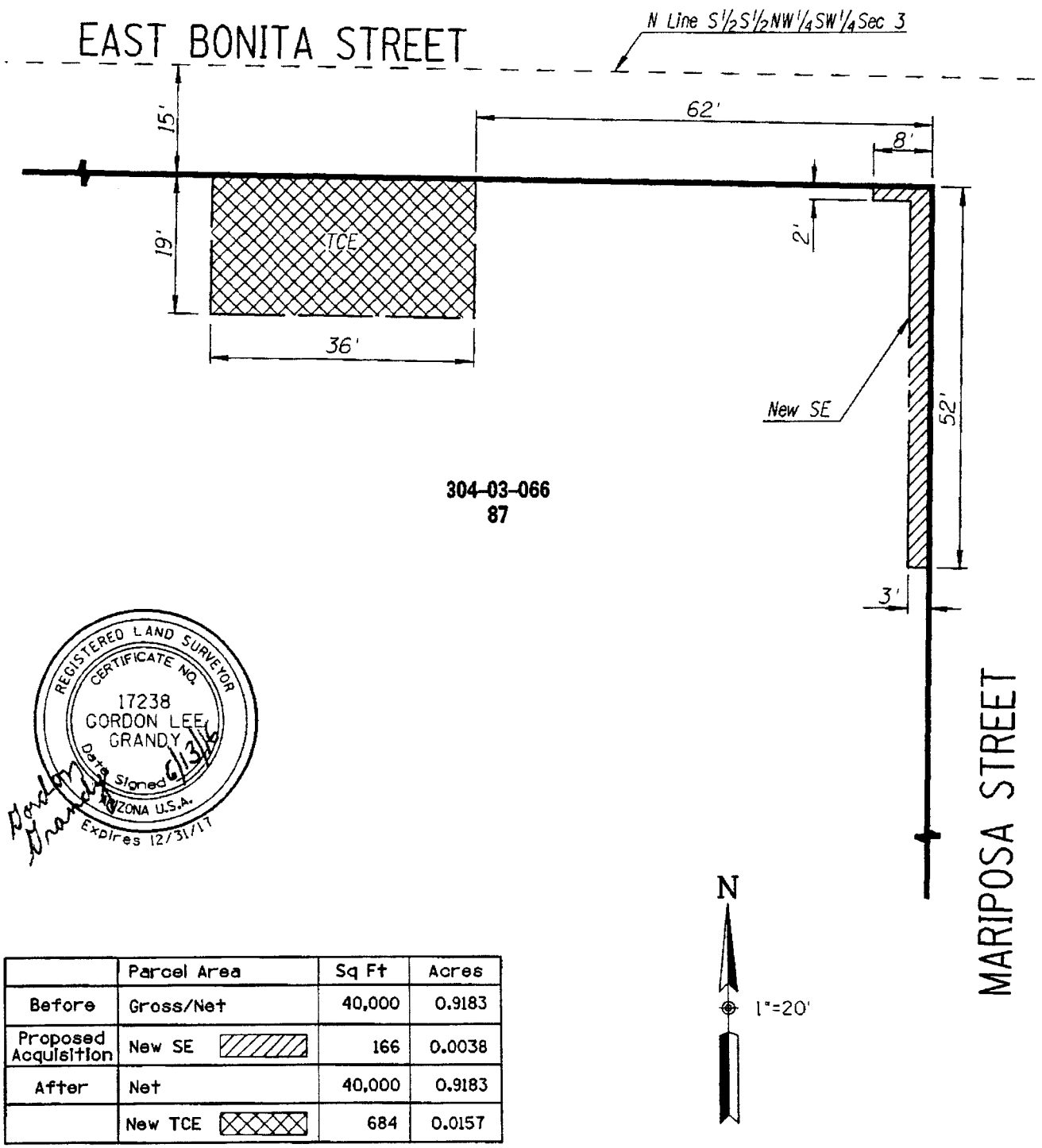
NFra Inc.
a transportation engineering firm
77 East Thomas Road, Suite 200
Phoenix, Arizona 85012

EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION
FOR SLOPE EASEMENT &
TEMPORARY CONSTRUCTION EASEMENT
ASSESSOR PARCEL 304-03-066

ADOT

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

EXHIBIT "B"



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
17238
GORDON LEE GRANDY
Date Signed 6/3/16
ARIZONA U.S.A.
Expires 12/31/17

	Parcel Area	Sq Ft	Acres
Before	Gross/Net	40,000	0.9183
Proposed Acquisition	New SE	166	0.0038
After	Net	40,000	0.9183
	New TCE	684	0.0157

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Phoenix, Arizona 85012

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FOR SLOPE EASEMENT &
TEMPORARY CONSTRUCTION EASEMENT
ASSESSOR PARCEL 304-03-066

ADOT

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

PROJECT NUMBER
0000 GI PAY SZ068 01C

SHEET 2 OF 2

Recorded at the request of
When Recorded Return to:
Town Clerk
Town of Payson
303 N. Beeline Highway
Payson, AZ 85541

Exempt under A.R.S. § 11-1134(A)(2)

SLOPE EASEMENT

GRANTORS:

Sexton & Sexton LLC, an Arizona
Limited Liability Company
9236 W. Stageline #1
Payson, AZ 85541

GRANTEE:

Town of Payson
303 N. Beeline Highway
Payson, AZ 85541

For the consideration of One Dollar ($1.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, GRANTORS do hereby grant and convey to GRANTEE, its successors and assigns, a perpetual easement described herein for public purposes, including, but not limited to, the right to erect, construct, install, maintain, use, operate, inspect, repair, replace and remove, Street improvements, Multi Use Path Improvements, Fencing, and Cut & Fill Slopes, in, on, over, under, across, above and through the following described real property situated within Gila County, Arizona:

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

The GRANTEE shall also have the right and privilege forever to patrol, inspect, alter, improve, add to, repair and remove such public facilities, including the rights and privileges necessary or convenient for the full use and enjoyment of the easement, servitude and privileges herein granted for the purposes herein described, including the right of ingress and egress to and from said easement over adjoining property of the GRANTOR, and the right to use existing roads and as much of the surface of the land, herein above described as may be necessary for the purpose of constructing, inspecting, maintaining, operating, repairing, replacing, and/or removing the facilities, either in whole or in part, at the will of GRANTEE.

To have and to hold said easement, servitude and privileges unto the GRANTEE, its successors and assigns, forever, subject to the conditions and limitations herein contained.

It is agreed that the GRANTOR shall have use of said easement except for the purpose for which the same is herein conveyed to the GRANTEE, and except for uses which interfere with the enjoyment by GRANTEE of the rights and servitude herein conveyed to it, and provided always that no building or structure of any nature or kind whatsoever, shall be constructed, installed or placed

on or over said easement or any part thereof by GRANTOR or the successors or assigns of GRANTOR, and that the grade shall not be changed by GRANTOR or the successors or assigns of GRANTOR without the prior written consent of the GRANTEE.

GRANTEE shall be and remain responsible for the construction, operation, maintenance and repair of the public facilities and GRANTOR shall have no responsibility or liability in such construction, operation, maintenance or repair. GRANTEE shall indemnify and hold GRANTOR harmless from all injuries and damages arising from GRANTEE'S use of the easement area.

This Public Easement constitutes a perpetual covenant running with the land for the benefit of the GRANTEE, its successors and assigns.

CAUTION: The above described easement may contain underground facilities the location of which must be verified as required by Arizona Revised Statutes, Section 40-360.21 et seq. (Arizona Blue Stake Law) *prior to* excavation.

IN WITNESS WHEREOF, this instrument is executed this 21 day of Sept., 2016.

GRANTORS: Sexton & Sexton LLC, an Arizona Limited Liability Company

By: Paul Sexton

Owner

Its:

ACKNOWLEDGEMENT

STATE OF ARIZONA)
) ss.
County of Gila)

On this 21 day of September, 20 16, before me, the undersigned Notary Public, personally appeared _____ ~~and~~ Paul Sexton who executed and acknowledged the foregoing instrument for the purposes therein contained.

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

Shenique L. Colby
Notary Public

My Commission Expires:
9/22/2019

SHENIQUE L. COLBY
Notary Public - Arizona
Maricopa County
My Commission Expires
September 22, 2019

Description Of Document This Notarial Certificate Is Being Attached To:	
TYPE/TITLE	Slope Easement
DATE OF DOCUMENT	~~August 11, 2016~~ September 22, 2016
NUMBER OF PAGES	6
ADDITIONAL SIGNORS	None
(other than those named in	
the notarial certificate)	

ACCEPTED BY THE TOWN OF PAYSON

_____

Town Engineer Date

EXHIBIT "A"

LEGAL DESCRIPTION FOR
TOWN OF PAYSON – EAST BONITA STREET (SZ068)
ASSESSOR PARCEL 304-03-066

An "L" and a rectangular shaped land tract situated in Lot 87, Mogollon Rim Addition Amended as recorded on Map 111 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:

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Containing 166 square feet (0.0038 acres) more or less.

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Gordon Grandy

EXHIBIT "B"

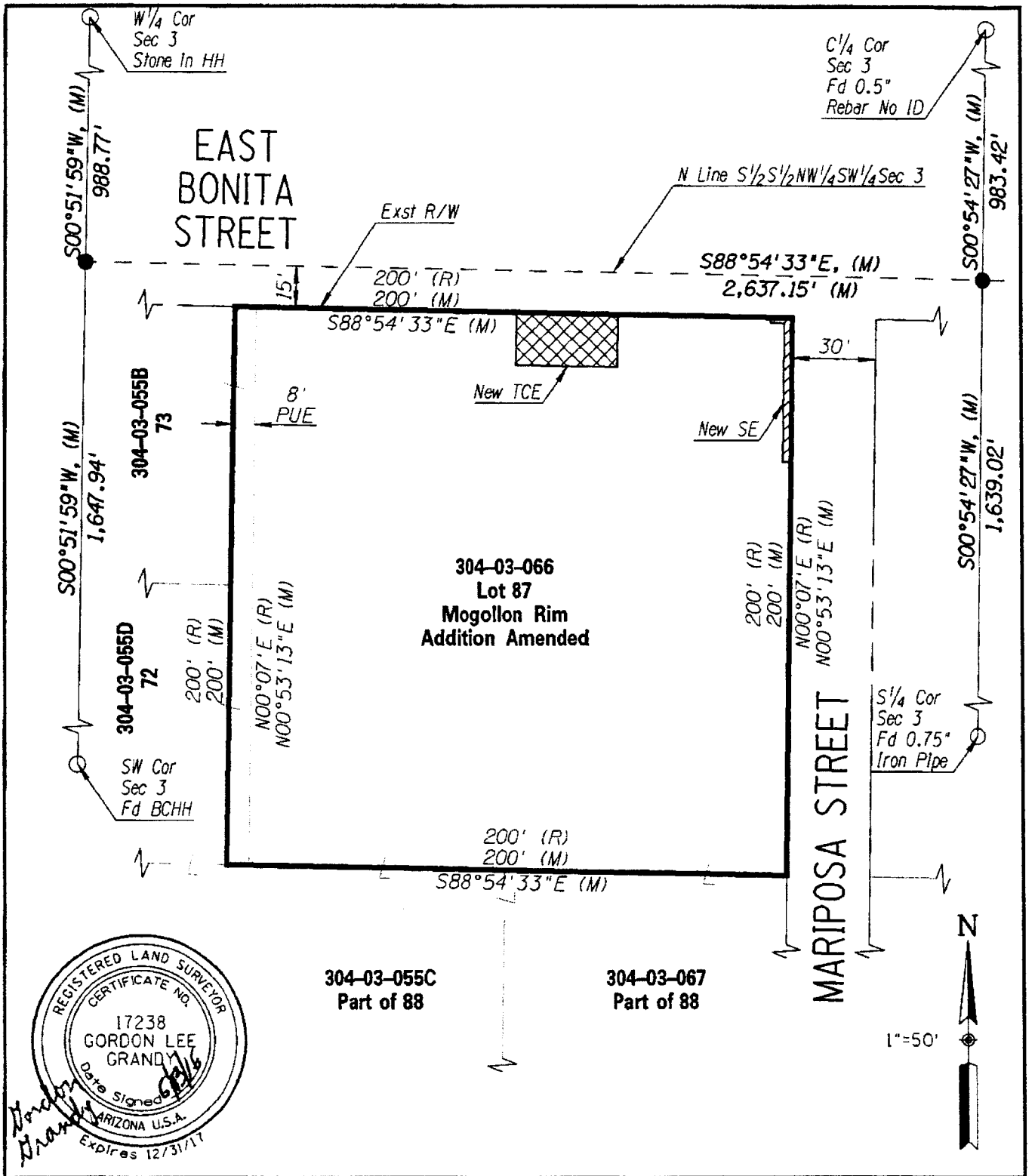

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EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION
FOR SLOPE EASEMENT &
TEMPORARY CONSTRUCTION EASEMENT
ASSESSOR PARCEL 304-03-066

ADOT

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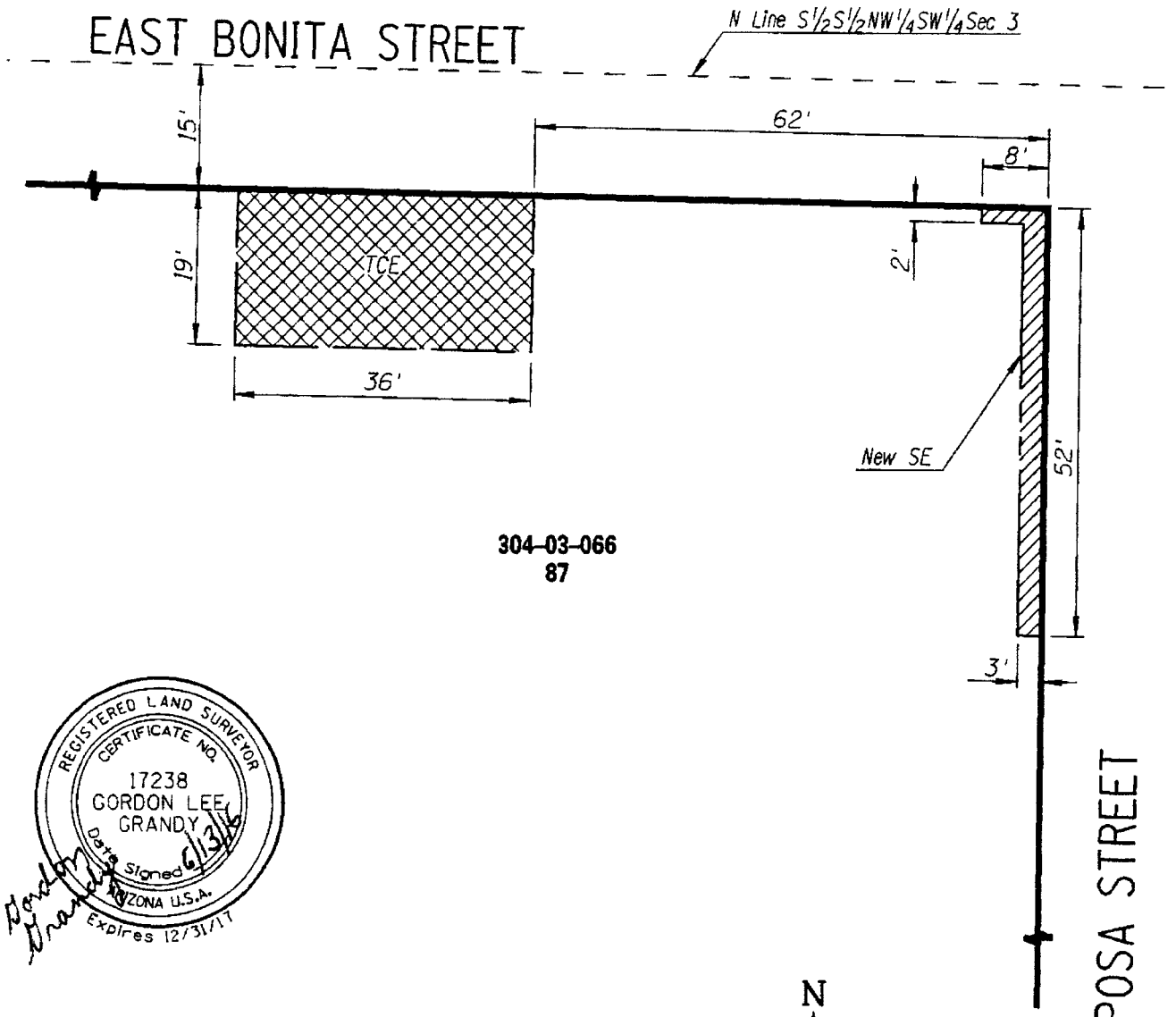
CHK: GLG	SHEET 1 OF 2

EXHIBIT "B"



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
17238
GORDON LEE
GRANDY
Date Signed 6/13/16
ARIZONA U.S.A.
Expires 12/31/17

	Parcel Area	Sq Ft	Acres
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Proposed Acquisition	New SE	166	0.0038
After	Net	40,000	0.9183
	New TCE	684	0.0157

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FOR SLOPE EASEMENT &
TEMPORARY CONSTRUCTION EASEMENT
ASSESSOR PARCEL 304-03-066

ADOT

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, Sexton & Sexton LLC, an Arizona Limited Liability Company ("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 Bentely 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.: 304-03-066, 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 21 day of September, 2016.

By: Paul Sexton

Its:

STATE OF ARIZONA)
) ss
County of Gila)

The foregoing Temporary Construction Easement was personally acknowledged before me this 21 day of September, 2016, by Paul Sexton who executed the foregoing instrument for the purposes therein contained.

Shenique L. Colby
Notary Public

My Commission Expires:
9/22/2019

SHENIQUE L. COLBY
Notary Public - Arizona
Maricopa County
My Commission Expires
September 22, 2019

Description Of Document This Notarial Certificate Is Being Attached To:	
TYPE/TITLE	Temporary Construction Easement
DATE OF DOCUMENT	September 21, 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 304-03-066

An "L" and a rectangular shaped land tract situated in Lot 87, Mogollon Rim Addition Amended as recorded on Map 111 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 northwest 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 Slope Easement
The east 3.00 feet of the north 52.00 feet together with the west 5.00 feet of the east 8.00 feet of the north 2.00 feet of said Lot 87.

Containing 166 square feet (0.0038 acres) more or less.

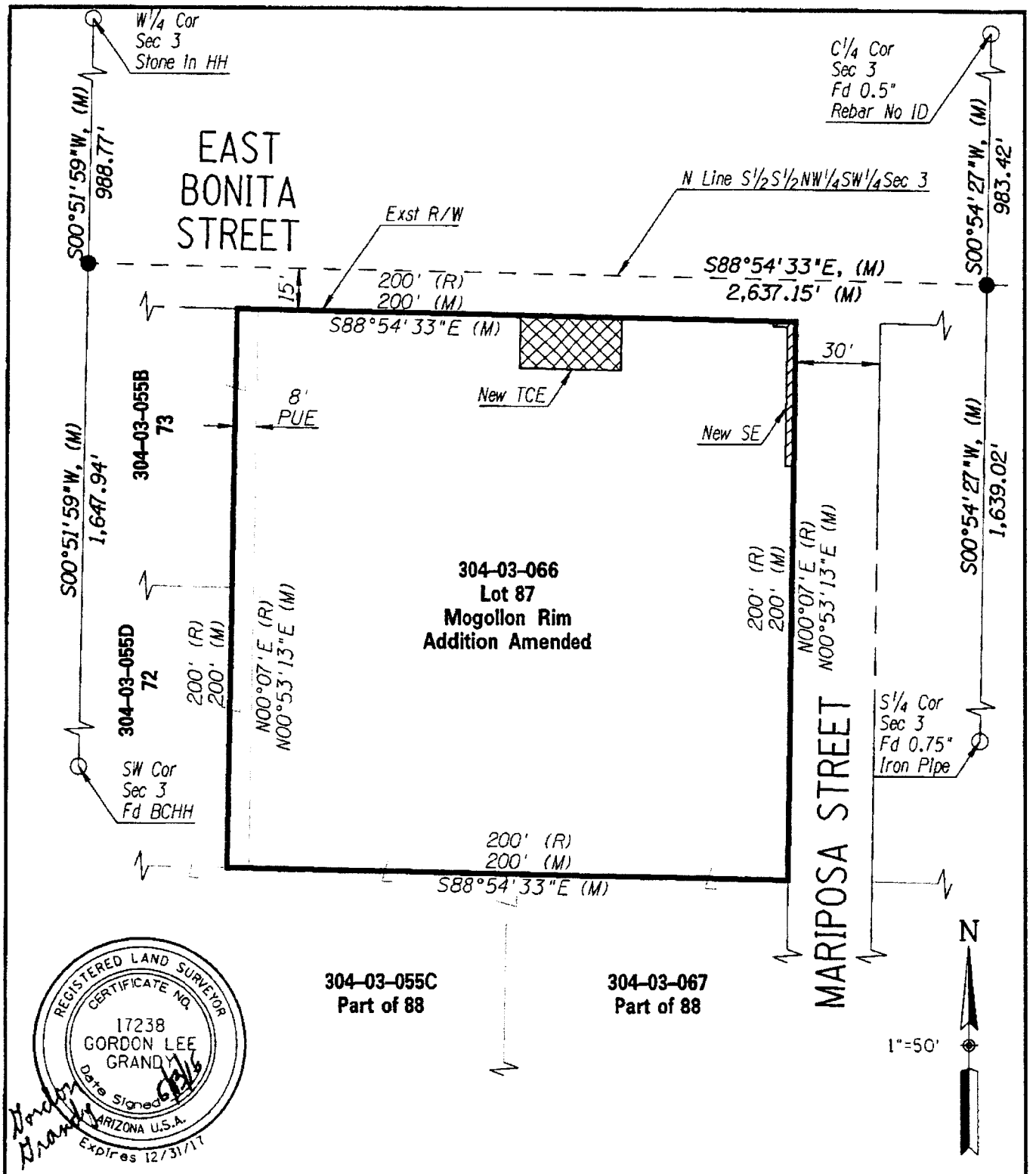
For New Temporary Construction Easement
The north 19.00 feet of the west 36.00 feet of the east 98.00 feet of said Lot 87.

Containing 684 square feet (0.0157 acres) more or less.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
17238
GORDON LEE
GRANDY
Date Signed 6/13/16
ARIZONA, U.S.A.
Expires 12/31/17

Gordon Grandy

EXHIBIT "B"



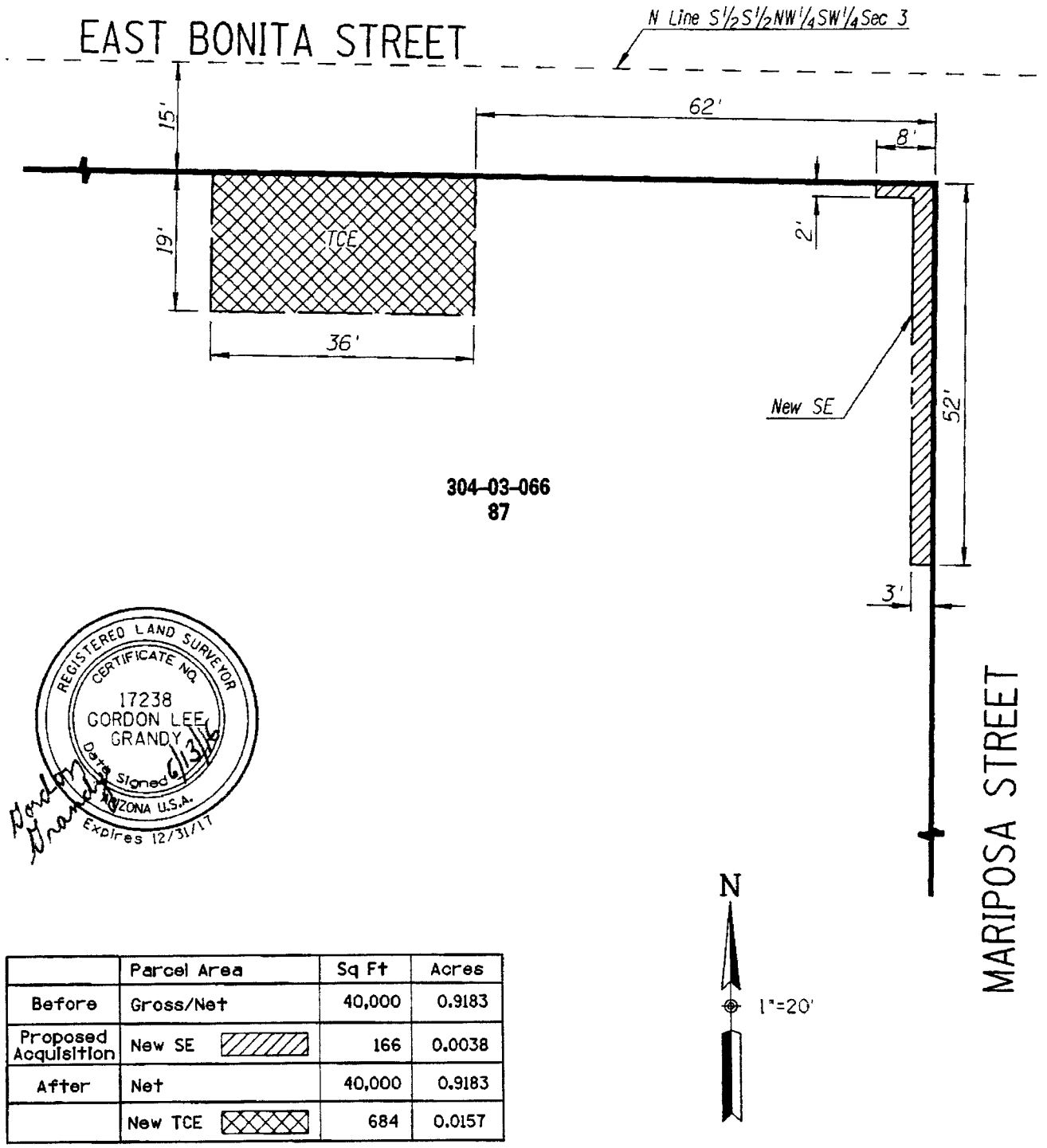
NFra Inc.
a transportation engineering firm
77 East Thomas Road, Suite 200
Phoenix, Arizona 85012

EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION
FOR SLOPE EASEMENT &
TEMPORARY CONSTRUCTION EASEMENT
ASSESSOR PARCEL 304-03-066

ADOT

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

EXHIBIT "B"



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
17238
GORDON LEE GRANDY
Date Signed 6/13/16
ARIZONA U.S.A.
Expires 12/31/17

	Parcel Area	Sq Ft	Acres
Before	Gross/Net	40,000	0.9183
Proposed Acquisition	New SE	166	0.0038
After	Net	40,000	0.9183
	New TCE	684	0.0157

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SHEET 2 OF 2