RESOLUTION NO. 2984

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 507 E. BONITA STREET ---APN 304-04-038 ("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. 2984 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 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 3:54 PM
O:\Civil\Resolutions\2900s\2984 BONITA PHASEII 507E BONITA STREET.doc

EXHIBIT "I"

to Resolution No. 2984

(Bonita Phase II 507 E. BONITA STREET)

SUMMARY STATEMENT OF OFFER TO PURCHASE AND IMPROVEMENT REPORT

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

A. IDENTIFICATION OF THE PROPERTY

Lot 37, Mogollon Rim Addition Plat Two, according to Map No. 150, records of Gila County, Arizona

also known as Assessor Parcel No(s). 304-04-038

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)	630	Square Feet
☐	Underlying fee interest (existing rights-of-way)		Square Feet
☐	Easement (new right-of-way)		Square Feet
☒	Drainage Easement	788	Square Feet
☒	Temporary Construction Easement	259	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)	$	4,097.00
Severance Damages to remaining property (possible on partial acquisitions only)	$	
Temporary Construction Easement	$	75.00
Drainage Easement	$	2,057.00
Total Just Compensation	$	6,300.00

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

D. THE IMPROVEMENTS

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

8.5 LF of chain-link fence, 17 LF of wire fence, 1 medium-large shrub, 2 medium-large trees

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**

☐ **Right of Way Contract** (to be notarized)

☒ **Temporary Construction Easement**

☐ Mobile/RV/ Vehicle Title

☒ **Easement** (to be notarized)

☒ **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: TERRY A. WINANS AND LYNNE S. WINANS, AS CO-TRUSTEES OF THE WINANS REVOCABLE TRUST A/A DATED FEB 3, 2013

Terry A. Winans _____ **Date** 8/26/16

Terry A. Winans, Co-Trustee

Lynne S. Winans _____ **Date** 8/26/16

Lynne S. Winans, Co-Trustee

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 Terry A. Winans and Lynne S. Winans, as Co-Trustees of The Winans Revocable Trust A/A dated Feb 3, 2013

Address 507 East Bonita Street, Payson, AZ 85541
Phone/Fax/Mobile 928-978-1580

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	$6,300.00
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: Terry A. Winans and Lynne S. Winans, as Co-Trustees of the Winans Revocable Trust A/A dated Feb 3, 2013

Terry A. Winans, Co-Trustee Date: 8/26/16.

Lynne S. Winans, Co-Trustee Date: 8/26/16

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 304-04-038

EXHIBIT "A"

LEGAL DESCRIPTION FOR
TOWN OF PAYSON – EAST BONITA STREET (SZ068)
ASSESSOR PARCEL 304-04-038

Two linear strips and a rectangular shaped land tract situated in Lot 37, 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
The north 6.00 feet of said Lot 37.

Containing 630 square feet (0.0145 acres) more or less.

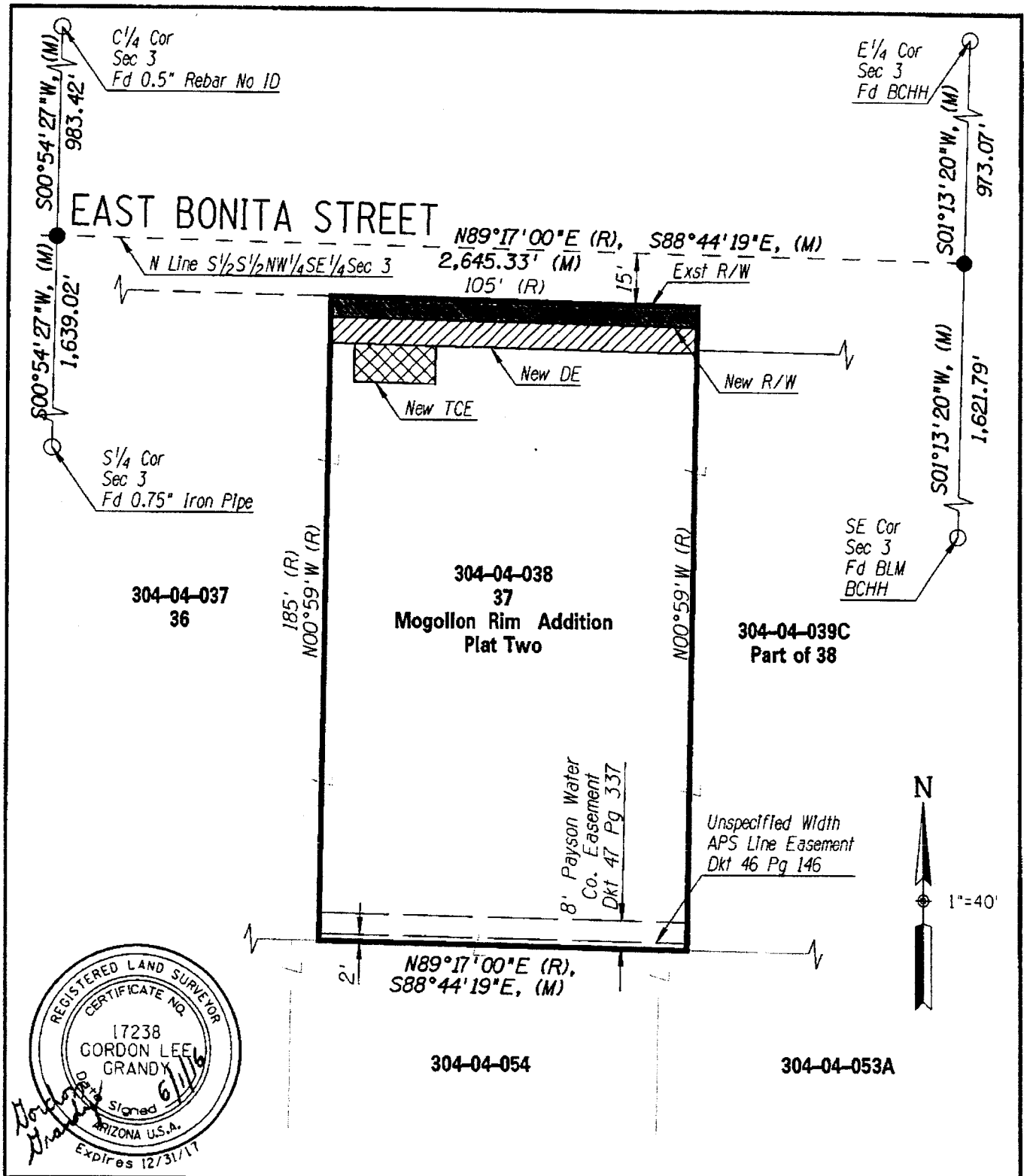
For New Drainage Easement
The south 7.50 of the north 13.50 feet of said Lot 37.

Containing 788 square feet (0.0181 acres) more or less.

For Temporary Construction Easement
The east 23.50 feet of the west 30.50 feet of the south 11.00 feet of the north 24.50 feet of said Lot 37.

Containing 259 square feet (0.0059 acres) more or less.

EXHIBIT "B"

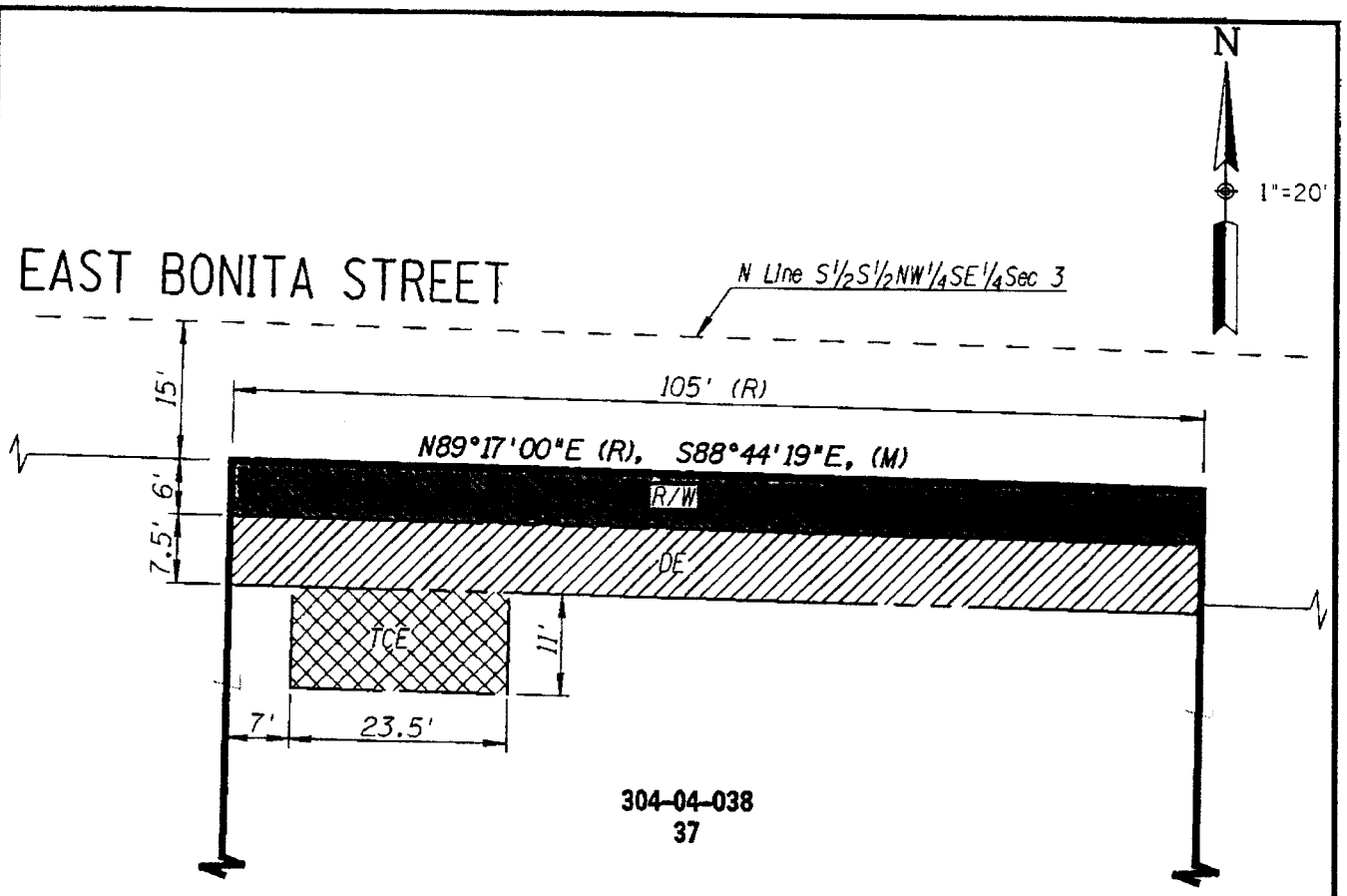


NFra Inc.
a transportation engineering firm
77 East Thomas Road, Suite 200
Phoenix, Arizona 85012

EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION
FOR RIGHT OF WAY, DRAINAGE EASEMENT &
TEMPORARY CONSTRUCTION EASEMENT
ASSESSOR PARCEL 304-04-038

ADOT

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



	Parcel Area	Sq Ft	Acres
Before	Gross/Net	19,425	0.4459
Proposed Acquisition	New R/W	630	0.0145
	New DE	788	0.0181
After	Net	18,795	0.4315
	New TCE	259	0.0059

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

NFra Inc.
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ASSESSOR PARCEL 304-04-038

ADOT

DATE: 6/16	PROJECT NUMBER
DSN: KRT	0000 GI PAY SZ068 01C
DRN: KRT	
CHK: GLG	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, Terry A. Winans and Lynne S. Winans, as Co-Trustees of the Winans Revocable Trust A/A dated Feb 3, 2013, ("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: Terry A. Winans and Lynne S. Winans, as Co-Trustees of the Winans Revocable Trust A/A dated Feb 3, 2013

Terry A. Winans, Co-Trustee

Lynne S. Winans, Co-Trustee

ACKNOWLEDGEMENT

STATE OF ARIZONA)
) ss.
County of Gila)

On this 26th day of August, 2016, before me, a notary public in and for said state, personally appeared xx, 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. xx Terry A. Winas and Lynne S. Winas as Co-Trustees of the Winas Revocable Trust A/A dated Feb 3, 2013

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

Rhonda Rae Dobson-Dupke

Notary public

My Commission Expires
7-15-17

OFFICIAL SEAL
RHONDA RAE DOBSON-DUPKE
NOTARY PUBLIC - STATE OF ARIZONA
GILA COUNTY
My Comm. Expires July 15, 2017

Description Of Document This Notarial Certificate Is Being Attached To:	
TYPE/TITLE	Drainage Easement
DATE OF DOCUMENT	August 3, 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 304-04-038

Two linear strips and a rectangular shaped land tract situated in Lot 37, 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:

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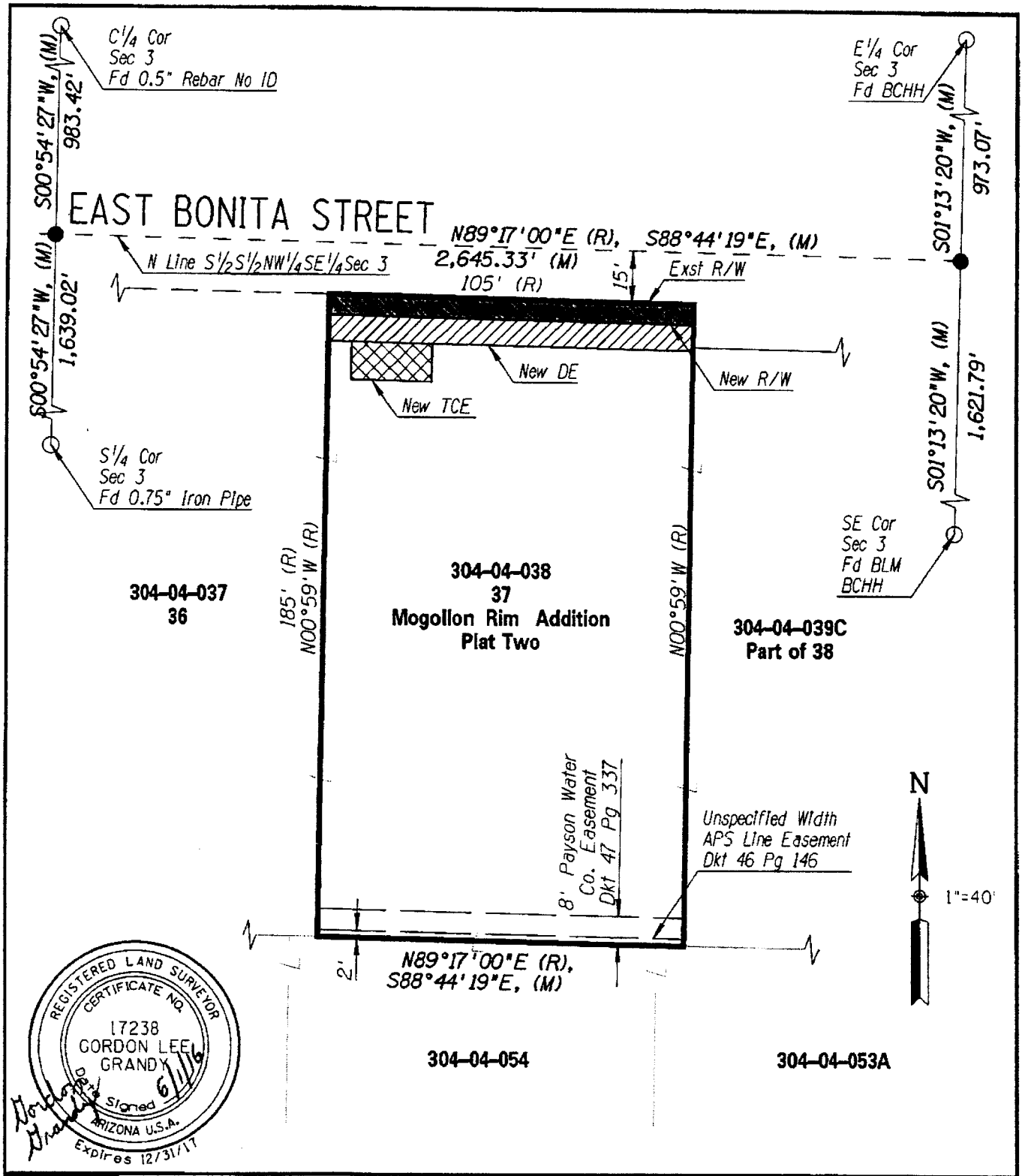
EXHIBIT "B"



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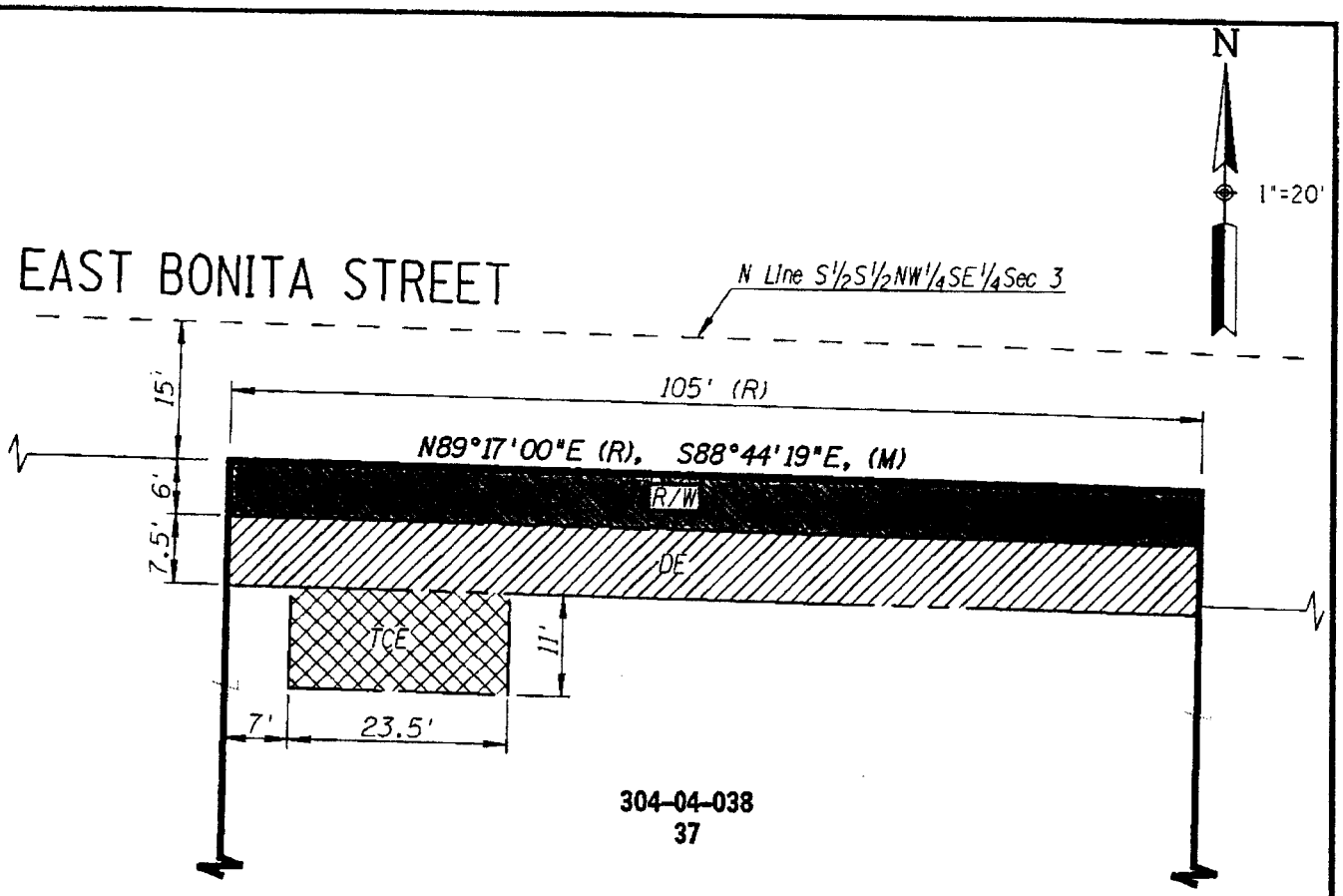

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CERTIFICATE NO.
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ADOT

DATE: 6/16	PROJECT NUMBER
DSN: KRT	0000 GI PAY SZ068 01C
DRN: KRT	
CHK: GLG	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 Terry A. Winans ad Lynne S. Winas, as Co-Trustees of the The Winans Revocable Trust A/A dated Feb 3, 2013 ("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.: 304-04-038, 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 26 day of August, 2016

Terry A. Winans, Co-Trustee

Lynne S. Winans

Lynne S. Winans, Co-Trustee

STATE OF ARIZONA)
) ss
County of Gila)

The foregoing Temporary Construction Easement was personally acknowledged before me this 26 day of August, 2016, by Terry A. Winas and x who executed the foregoing instrument for the purposes therein contained. x Lynne S. Winas as Co-Trustees of the Winas Revocable Trust A/A dated Feb 3, 2013

Rhonda Rae Dobson-Dupke
Notary Public

My Commission Expires:
7-15-17

OFFICIAL SEAL
RHONDA RAE DOBSON-DUPKE
NOTARY PUBLIC - STATE OF ARIZONA
GILA COUNTY
My Comm. Expires July 15, 2017

Description Of Document This Notarial Certificate Is Being Attached To:	
TYPE/TITLE	Temporary Construction Easement
DATE OF DOCUMENT	August 3, 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 304-04-038

Two linear strips and a rectangular shaped land tract situated in Lot 37, 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
The north 6.00 feet of said Lot 37.

Containing 630 square feet (0.0145 acres) more or less.

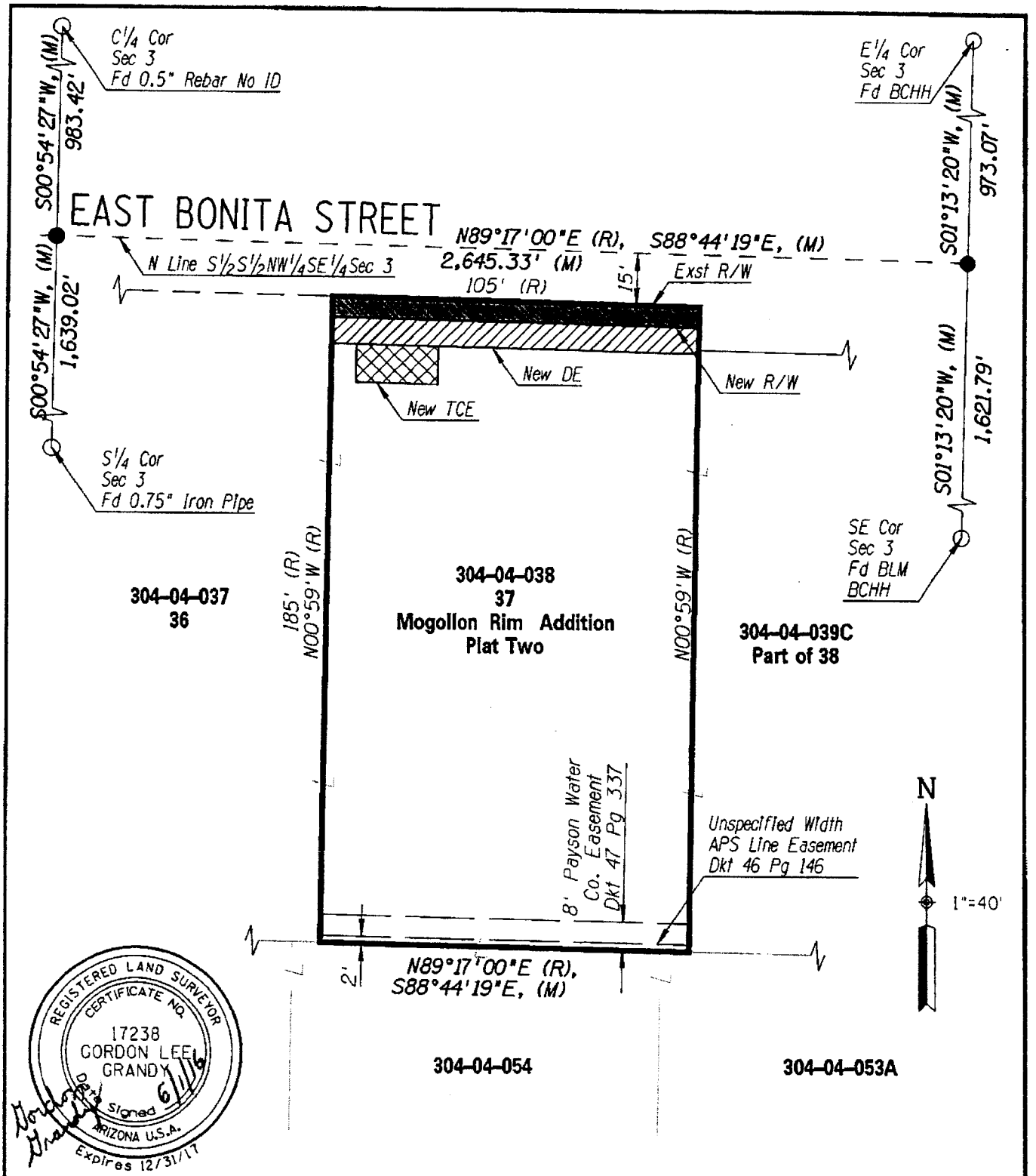
For New Drainage Easement
The south 7.50 of the north 13.50 feet of said Lot 37.

Containing 788 square feet (0.0181 acres) more or less.

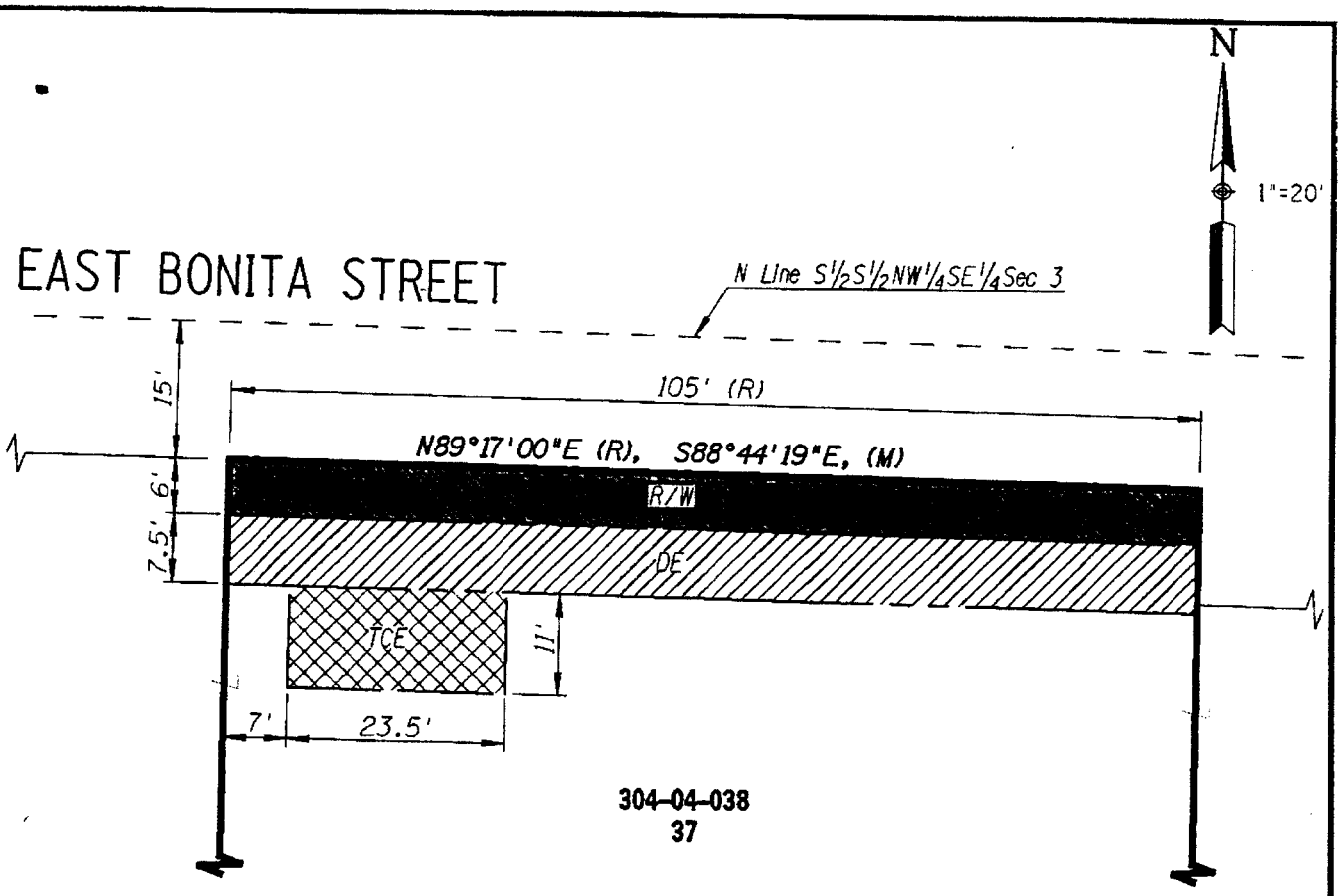
For Temporary Construction Easement
The east 23.50 feet of the west 30.50 feet of the south 11.00 feet of the north 24.50 feet of said Lot 37.

Containing 259 square feet (0.0059 acres) more or less.

EXHIBIT "B"



NFra Inc. *a transportation engineering firm* 77 East Thomas Road, Suite 200 Phoenix, Arizona 85012	EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION FOR RIGHT OF WAY, DRAINAGE EASEMENT & TEMPORARY CONSTRUCTION EASEMENT ASSESSOR PARCEL 304-04-038	
ADOT	DATE: 6/16 DSN: KRT DRN: KRT CHK: GLG	PROJECT NUMBER 0000 GI PAY SZ068 01C SHEET 1 OF 2



	Parcel Area	Sq Ft	Acres
Before	Gross/Net	19,425	0.4459
Proposed Acquisition	New R/W	630	0.0145
	New DE	788	0.0181
After	Net	18,795	0.4315
	New TCE	259	0.0059

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

Gordon Grandy

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 304-04-038

ADOT

DATE: 6/16	PROJECT NUMBER
DSN: KRT	0000 GI PAY SZ068 01C
DRN: KRT	
CHK: GLG	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, Terry A. Winans and Lynne S. Winans, as Co-Trustees of The Winans Revocable Trust A/A dated Feb 3, 2013, ("Grantor"), does hereby convey to the TOWN OF PAYSON, an Arizona Municipal Corporation ("Grantee"), the following described real property situated in Gila County, Arizona (the "Property"):

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

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

Terry A. Winans and Lynne S.Winans
507 E. Bonita Street
Payson, AZ 85541

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 26 day of Aug., 2016

Terry A. Winans, Co-Trustee

Lynne S. Winans, Co-Trustee

NOTARY CERTIFICATION

Capacity claimed by signer(s)

~~Individual~~
~~Corporate~~
Trustee(s)
~~Other~~

Entity(ies) Represented

The Winas Revocable Trust A/A dated Feb 3, 2013

Title of Signer

State Of Arizona)
)SS
County Of Gila)

Before me, Rhonda Rae Dobson-Dupke, the undersigned officer/notary
(Name of Notary)

On August 26, 2016 personally appeared Terry A. Winas and Lynne S. Winas, Co-Trustees of the Winas Revocable Trust A/A dated Feb 3, 2013

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.

Rhonda Rae Dobson-Dupke
(Signature of Notary)

My Commission Expires: 7-15-17

OFFICIAL SEAL
RHONDA RAE DOBSON-DUPKE
NOTARY PUBLIC - STATE OF ARIZONA
GILA COUNTY
My Comm. Expires July 15, 2017

(Notary Seal)

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

Accepted: Town of Payson _____, 20____

By _____

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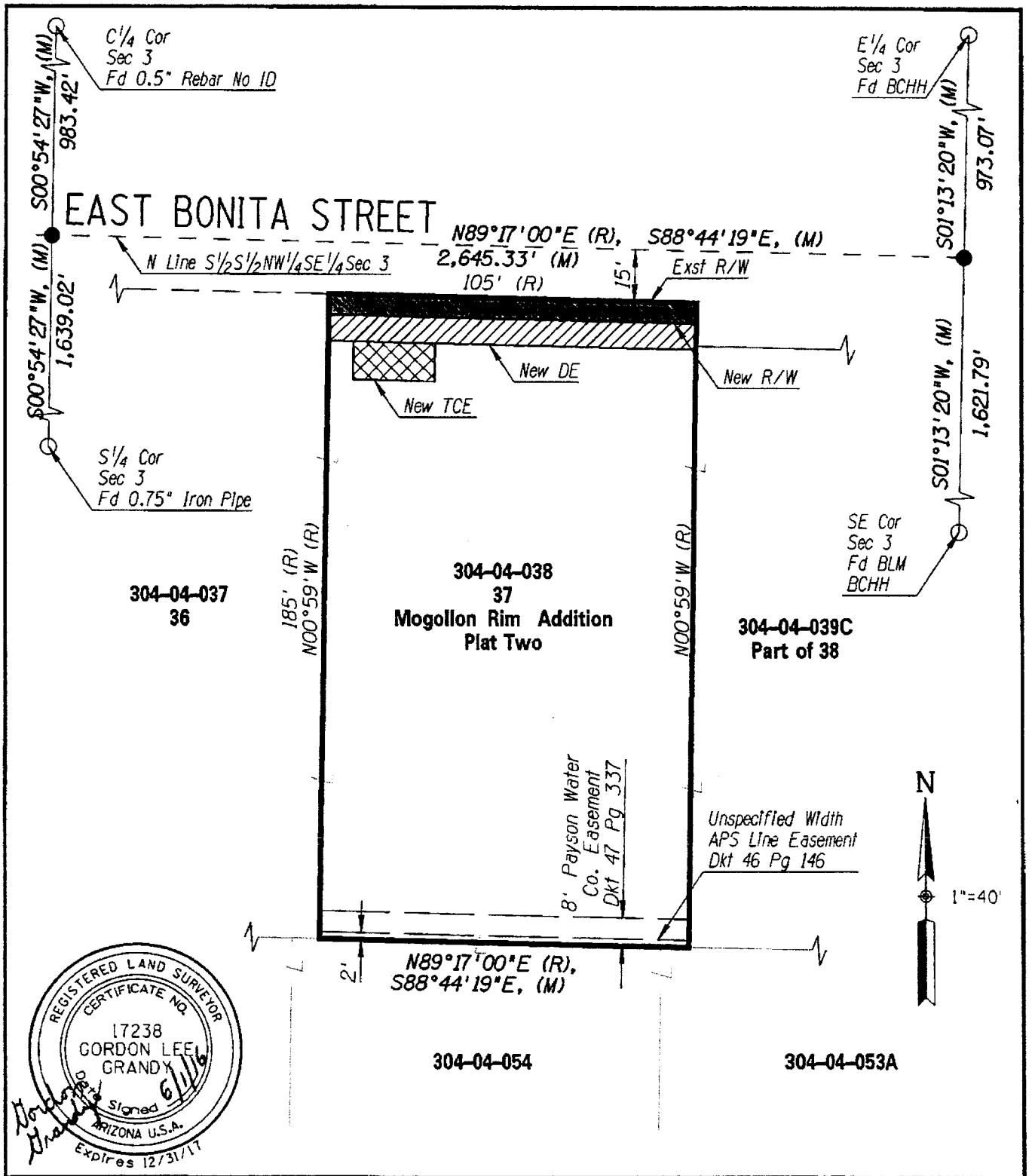

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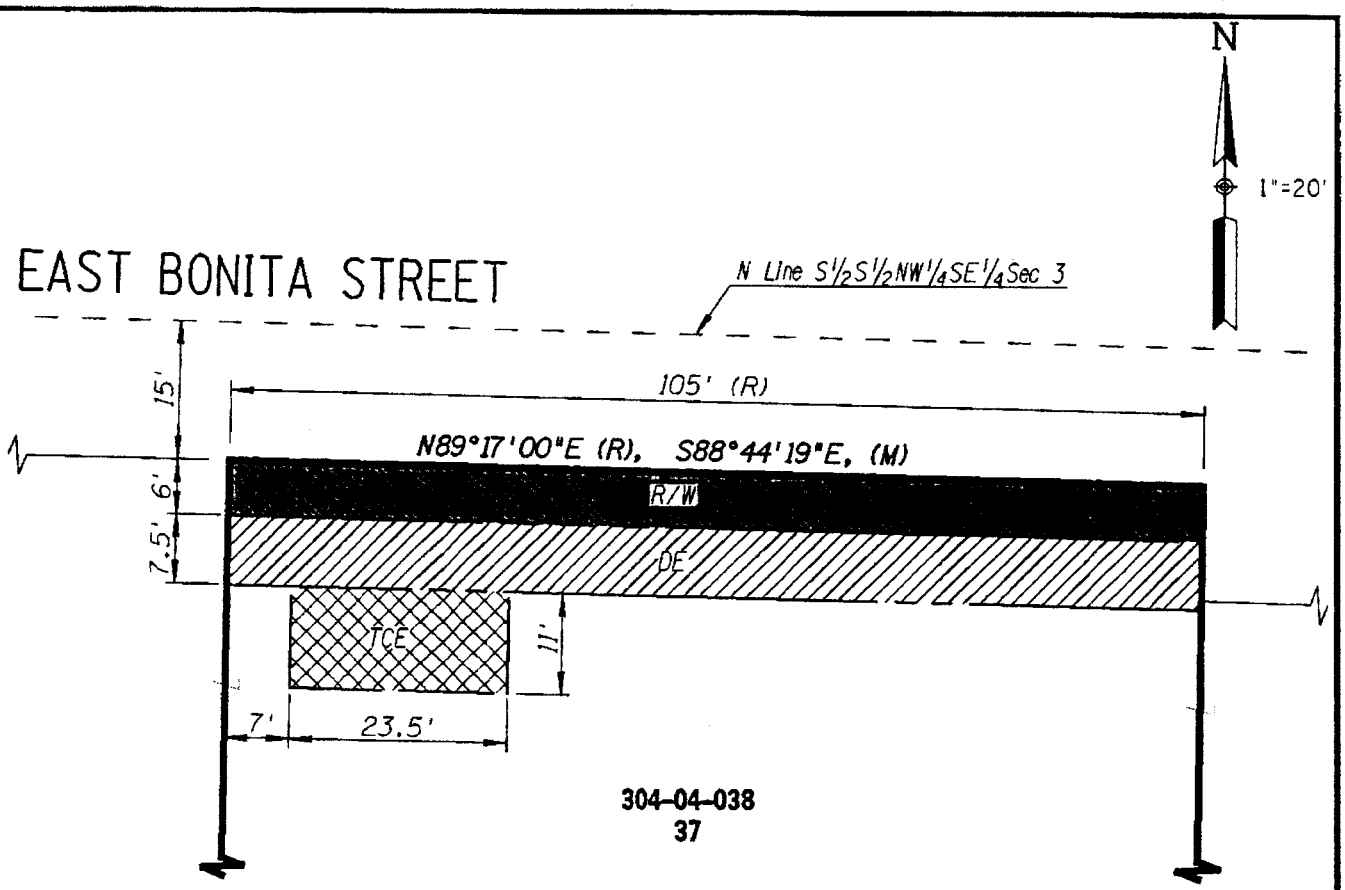

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