

ARIZONA DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY GROUP

**PURCHASE AGREEMENT**

|                 |   |   |                           |
|-----------------|---|---|---------------------------|
| Title Company   | Security Title Agency                     | Date  | _____                     |
| Address         | 4722 N 24th Street                        | (to be completed by Title Company, if applicable) |                           |
| City            | Phoenix State Az                          | Zip Code  | 85016                     |
| Escrow Officer  | Jason Bryant                              | Phone   | 602-230-6297              |
| Escrow No.      | _____                                     | Email   | jbryant@securitytitle.com |
| Grantor         | CITY OF PRESCOTT, a municipal corporation |   |                           |
| Mailing Address | 433 N Virginia St, Prescott, AZ 86301     |   |                           |
| Phone           | _____                                     | Mobile  | _____                     |
|                 |   | Email   | _____                     |

Grantee: The STATE OF ARIZONA, by and through its DEPARTMENT OF TRANSPORTATION (the "State")  
 Mailing Address: Arizona Department of Transportation, Right of Way Group  
 205 South 17th Avenue, MD 612E, Phoenix, Arizona 85007-3212

The STATE 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> | <b>\$</b> | <b>-</b> |

**Recording Fees**

|                             |           |          |
|-----------------------------|-----------|----------|
| Deed                        | \$        | -        |
| Easement                    | \$        | -        |
| Release                     | \$        | -        |
|                             | \$        | -        |
| <b>TOTAL RECORDING FEES</b> | <b>\$</b> | <b>-</b> |

**Other Charges**

|                            |           |          |
|----------------------------|-----------|----------|
| Release Fees               | \$        | -        |
| Title Report Fee           | \$        | -        |
| Prorated Taxes/Dates       | \$        | -        |
|                            | \$        | -        |
| <b>TOTAL OTHER CHARGES</b> | <b>\$</b> | <b>-</b> |
| Subtotal Fees              | \$        | -        |

|                            |           |          |
|----------------------------|-----------|----------|
| Title Report Credit (-)    | \$        | -        |
| <b>TOTAL CLOSING COSTS</b> | <b>\$</b> | <b>-</b> |

|                      |    |          |
|----------------------|----|----------|
| Land                 | \$ | 4,312.00 |
| Improvements         | \$ | 643.00   |
| Cost to Cure         | \$ | 690.00   |
| TCE (24 months)      | \$ | 213.12   |
|                      | \$ | -        |
| Total Purchase Price | \$ | 5,858.12 |

**TOTAL WARRANT\*\*** TBD

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 State, pay due and delinquent property taxes and general and special improvement assessments, including full payment of taxes and assessments on individual assessor parcels within State's partial acquisition, and any Certificate(s) of Purchase. The current year's taxes shall not be prorated regardless of the closing date.

Permanent Easement(s): Consent 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, State shall pay statutory interest on the "Total Purchase Price" from MM/DD/YYYY to the close of escrow/date of recording directly to Grantor by separate warrant.

Special Instructions/Information:

\*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 TBD described in Exhibit "A" 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 STATE OF ARIZONA by and through its DEPARTMENT OF TRANSPORTATION; title to said property to pass upon the acceptance of delivery and possession by the ARIZONA DEPARTMENT OF TRANSPORTATION.

**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 shall 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 Grantor agrees that should further encumbrances be attached to this property subject to this transaction during the escrow period, including but not limited to, monetary liens, leases, easements and permits, Grantor shall remain responsible for any damages in the event of non-compliance.

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 State by the Grantor. The State 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 Arizona Department of Transportation, Right of Way Group, of the date Grantor intends to vacate the subject property.

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 State of Arizona, 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 State of Arizona to enter upon the Grantor's remaining lands where necessary to accomplish the purpose of this agreement.

The State 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 State of Arizona and payment will be made direct from the Grantee to the Grantor after approval and acceptance by the Director of the Arizona Department of Transportation and the final filing and recording of the documents.

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 Right of Way Group of the Arizona Department of Transportation 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 Arizona Department of Transportation."

If the State is acquiring only a portion of Grantor's property, then Grantor grants to the State, 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 State-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 State'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 State.

State 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.

**GRANTOR 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 ADOT's acquisition. If aware of such improvements, please provide any information that may assist in locating same.
- 2 Well(s)  Yes  No Well Registration No(s): 55-\_\_\_\_\_
- 3 Irrigation Water Rights  Yes  No IGR Number: 58-\_\_\_\_\_
- 4 Well is located  within the acquisition area,  outside the acquisition area.

**(NOTE: If you answered yes regarding water rights, please provide a copy of the appropriate certificate for escrow to transfer, if available)**

The Escrow Agent is to request the transfer of the well or irrigation water rights located within the acquisition area to the State.

Yes  No Addendum attached hereto and made part hereof

Notice of Pending Sale pursuant to A.R.S 33-1806.

The STATE OF ARIZONA, by and through its DEPARTMENT OF TRANSPORTATION

By \_\_\_\_\_  
Rhiannon Zuleger, Right Of Way Agent

GRANTOR: CITY OF PRESCOTT, a municipal corporation

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

CITY OF PRESCOTT, a municipal corporation

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

Approved by the Director of the  
Arizona Department of Transportation \_\_\_\_\_ 20\_\_

Accepted: STATE OF ARIZONA \_\_\_\_\_ 20\_\_

By \_\_\_\_\_  
RIGHT OF WAY MANAGER

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

## DESCRIPTION FOR FEE ESTATE

That portion of the Grantors' property that is described in the following **PROPERTY DESCRIPTION** located in the North half of the Southeast quarter (N $\frac{1}{2}$ SE $\frac{1}{4}$ ) of Section 22, Township 16 North, Range 2 West, Gila and Salt River Meridian, Yavapai County, Arizona, which lies northerly of the following described **NEW RIGHT OF WAY LINE**:

### **PROPERTY DESCRIPTION:**

The Northeast quarter of the Southeast quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$ ) and that part of the Northwest quarter of the Southeast quarter (NW $\frac{1}{4}$ SE $\frac{1}{4}$ ) lying East of the right-of-way of State Route 89 (PRESCOTT – ASH FORK HIGHWAY), of Section 22, Township 16 North, Range 2 West, Gila and Salt River Meridian, Yavapai County, Arizona;

### **LESS AND EXCEPT THEREFROM THE FOLLOWING 5 PARCELS CONVEYED:**

#### **EXCEPT PARCEL 1:**

That portion of land conveyed by Warranty Deed in Book 122, Page 527, records of Yavapai County, Arizona, as follows:

That portion of the East half of the Northwest quarter of the Southeast quarter (E $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ ) of Section 22, Township 16 North, Range 2 West, Gila and Salt River Meridian, Yavapai County, Arizona, described as follows:

BEGINNING at the Northwest corner of the East half of the Northwest quarter of the Southeast quarter (E $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ ) of said Section 22, Township 16 North, Range 2 West, Gila and Salt River Meridian, Yavapai County, Arizona, as shown in Book 107 of land surveys, Page 5, records of Yavapai County, Arizona;

thence running East 208.70 feet to a stake at the Northeast corner of this plot of ground;

thence running South 208.70 feet to a stake, being the Southeast corner of this plot of ground;

thence running West 208.70 feet to a point, being the Southwest corner of this plot of ground;

(continued)

**EXHIBIT "A"**

**PAGE 1**

thence running North 208.70 feet to the POINT OF BEGINNING, being the Northwest corner of this plot of ground;

**LESS AND EXCEPT THAT PORTION WITHIN HIGHWAY 89.**

**EXCEPT PARCEL 2:**

That portion of land conveyed by Deed in Book 359, Page 599, records of Yavapai County, Arizona, as follows:

That portion of the Northeast quarter of the Southeast quarter (NE¼SE¼) of Section 22, Township 16 North, Range 2 West, Gila and Salt River Meridian, Yavapai County, Arizona, described as follows:

All that portion of the Southeast quarter (SE¼) of Section 22, Township 16 North, Range 2 West, Gila and Salt River Meridian, Yavapai County, Arizona, described as follows:

BEGINNING at the Southwest corner of TRACT 52 of Section 14, Township 16 North, Range 2 West;

thence South 89 degrees 58 minutes West 1318.40 feet;

thence South 01 degrees 22 minutes West 2641.98 feet to the TRUE POINT OF BEGINNING;

thence South 01 degrees 22 minutes West 466.79 feet;

thence South 89 degrees 41 minutes 30 seconds West 466.79 feet;

thence North 01 degrees 22 minutes East 466.79 feet;

thence North 89 degrees 41 minutes 30 seconds East 466.79 feet to the TRUE POINT OF BEGINNING.

**EXCEPT PARCEL 3:**

That portion of land conveyed by Deed in Book 365, Page 49, records of Yavapai County, Arizona, as follows:

(continued)

**EXHIBIT "A"**  
**PAGE 2**

That portion of the Northwest quarter of the Southeast quarter (NW¼SE¼) and the Northeast quarter of the Southeast quarter (NE¼SE¼) of Section 22, Township 16 North, Range 2 West, Gila and Salt River Meridian, Yavapai County, Arizona, described as follows:

All that portion of the Southeast quarter (SE¼) of Section 22, Township 16 North, Range 2 West, Gila and Salt River Meridian, Yavapai County, Arizona, described as follows:

BEGINNING at the Southwest corner of TRACT 52 of Section 14, Township 16 North, Range 2 West;

thence South 89 degrees 58 minutes West 1318.40 feet;

thence South 01 degrees 22 minutes West 2641.98 feet;

thence South 89 degrees 41 minutes 30 seconds West 466.79 feet to the TRUE POINT OF BEGINNING;

thence South 01 degrees 22 minutes West 466.79 feet;

thence South 89 degrees 41 minutes 30 seconds West 933.58 feet;

thence North 01 degrees 22 minutes East 466.79 feet;

thence North 89 degrees 41 minutes 30 seconds East 933.58 feet to the TRUE POINT OF BEGINNING.

**EXCEPT PARCEL 4:**

That portion of land conveyed by that Special Warranty Deed in Book 4218, Page 465, and as corrected by Special Warranty Deed in Book 4399, Page 548, records of Yavapai County, Arizona, as follows:

A portion of the Southeast quarter (SE¼) of Section 22, Township 16 North, Range 2 West, Gila and Salt River Meridian, Yavapai County, Arizona, described as follows:

Commencing at the Northwest corner of the East half of the Northwest quarter of the Southeast quarter (E½NW¼SE¼) of said Section 22, as shown in Book 107 of Land Surveys, Page 5, records of Yavapai County, Arizona;

thence South 89 degrees 57 minutes 44 seconds East, along the original mid section line, as identified by said Survey, 208.70 feet to a found ½ inch rebar with a "RLS 15331" cap;

(continued)

**EXHIBIT "A"**

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**PROJECT:** 089 YV 327 HX247  
089-B(213)T

**LOCATION:** Road 1 North Intersection  
(WD)

**PARCEL:** 13-1966  
SR 07-10-2019

thence South 00 degrees 04 minutes 02 seconds East 20.07 feet to a found ½ inch rebar with a “RLS 33876” cap, said point also being the TRUE POINT OF BEGINNING;

thence continuing South 00 degrees 04 minutes 02 seconds East 188.70 feet;

thence North 89 degrees 59 minutes 31 seconds East 6.93 feet to a point in an old fence line;

thence North 04 degrees 33 minutes 46 seconds East, along said old fence line, 189.33 feet to a point on the south right of way of Road 1 North, as shown on said Survey;

thence South 89 degrees 55 minutes 21 seconds West, along said right of way, 22.21 feet to the TRUE POINT OF BEGINNING.

**EXCEPT PARCEL 5:**

That portion of land conveyed by Special Warranty Deed in Book 4400, Page 496, records of Yavapai County, Arizona, as follows:

A portion of the Southeast quarter of Section 22, Township 16 North, Range 2 West, Gila and Salt River Meridian, Yavapai County, Arizona, described as follows:

Commencing at the Northwest corner of the East half of the Northwest quarter of the Southeast quarter (E½NW¼SE¼) of said Section 22, as shown in Book 107 of Land Surveys, Page 5, records of Yavapai County, Arizona;

thence South 89 degrees 57 minutes 44 seconds East, along the original mid section line, as identified by said Survey, 208.70 feet to a found ½ inch rebar with a “RLS 15331” cap;

thence South 00 degrees 04 minutes 02 seconds East 20.07 feet to a found ½ inch rebar with a “RLS 33876” cap;

thence North 89 degrees 55 minutes 21 seconds East, along the South right of way line of Road 1 North, 22.21 feet;

thence South 04 degrees 33 minutes 46 seconds West, along said old fence line, 189.33 feet to the TRUE POINT OF BEGINNING;

thence continuing South 04 degrees 33 minutes 46 seconds West 2.90 feet;

(continued)

**EXHIBIT “A”**

**PAGE 4**

thence South 88 degrees 57 minutes 11 seconds West, along an old fence line, 157.33 feet to a point on the East right of way of said State Route 89;

thence North 89 degrees 59 minutes 31 seconds East 157.33 feet to the TRUE POINT OF BEGINNING.

Note: When the description for the above described **EXCEPT PARCEL 5** is plotted, the plot does not close. That indicates there is something wrong with the courses that describes the Parcel from the TRUE POINT OF BEGINNING back to the TRUE POINT OF BEGINNING.

**NEW RIGHT OF WAY LINE DESCRIPTION:**

Commencing from a 3½ inch brass cap in concrete stamped "TOWN OF CHINO VALLEY T16N R2W C¼ S22 1997 RLS 13190" marking the Center quarter corner of said Section 22, being North 89°57'07" West 2667.40 feet from a 3½ inch brass cap in concrete stamped "TOWN OF CHINO VALLEY T16N R2W ¼ S22 S23 2001 RLS 13011" marking the East quarter corner of said Section 22;

thence along the East – West mid section line of said Section 22, South 89°57'07" East 1011.13 feet;

thence South 00°02'53" West 25.00 feet to the POINT OF BEGINNING on the existing southerly right of way line of Road 1 North;

thence continuing South 00°02'53" West 7.00 feet;

thence North 89°57'07" West 105.00 feet;

thence South 00°02'53" West 2.00 feet;

thence North 89°57'07" West 130.00 feet;

thence South 46°05'42" West 28.73 feet;

thence South 03°00'00" West 160.00 feet;

thence South 13°12'15" West 101.61 feet;

(continued)

**EXHIBIT "A"**

**PAGE 5**

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**PROJECT:** 089 YV 327 HX247  
089-B(213)T

**LOCATION:** Road 1 North Intersection  
(WD)

**PARCEL:** 13-1966  
SR 07-10-2019



thence North 87°00'00" West 4.00 feet to the POINT OF ENDING on the existing easterly right of way line of said State Route 89.

**TOGETHER** with any and all of the Grantors fee interest in and to the highway right of way for said State Route 89 and for that portion of Road 1 North which adjoins the above described new right of way in said Section 22, if any.

**EXHIBIT "A"**  
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**PROJECT:** 089 YV 327 HX247  
089-B(213)T

**LOCATION:** Road 1 North Intersection  
(WD)

**PARCEL:** 13-1966  
SR 07-10-2019