

ARIZONA DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY GROUP

REVISED PURCHASE AGREEMENT

Title Company <u>Security Title Agency</u> Address <u>4722 N 24th St, Suite 200</u> City <u>Phoenix</u> State <u>AZ</u> Escrow Officer <u>Jason Bryant</u> Escrow No. _____ Grantor <u>City of Flagstaff Arizona, a Municiple Corporation</u> Mailing Address <u>211 W. Aspen Ave, Flagstaff, AZ 86001</u> Phone <u>928-213-2072</u> Mobile _____ Email <u>cllee@flagstaffaz.gov</u>	Date _____ (to be completed by Title Company, if applicable) Zip Code <u>85016</u> Phone <u>602-230-6297</u> Email <u>jbryant@securitytitle.com</u>
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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	\$	-	
TOTAL ESCROW & TITLE FEES	\$	-	

Recording Fees

Deed	\$	-	
Easement	\$	-	
Release	\$	-	
	\$	-	
TOTAL RECORDING FEES	\$	-	

Other Charges

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

Title Report Credit (-)	\$	-	
TOTAL CLOSING COSTS	\$	-	

Land & Improvements*	\$	189,900.00	
Land Exchange	\$	(16,505.00)	
Land Exchange	\$	-	
	\$	-	
Total Purchase Price	\$	173,395.00	
TOTAL WARRANT**	\$	173,395.00	

*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 MM/DD/YYYY 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.

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 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.
- 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, 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:

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 Flagstaff Arizona, a Municiple Corporation**

X _____

BY: _____ Date: _____

AS: _____ Date: _____

_____ Date: _____

_____ Date: _____

Accepted _____ Date: _____

ESCROW OFFICER

Approved by the Director of the
Arizona Department of Transportation _____ 20__

Accepted: STATE OF ARIZONA _____ 20__

By _____
RIGHT OF WAY MANAGER