

PURCHASE AGREEMENT

Title Company Security Title
 Address 4722 N 24th St. Suite 200
 City Phoenix Arizona
 Escrow Officer Jason Bryant
 Escrow No. 15210355-015-JB6-SW
 Grantor Chuco-Mitchell LLC.
 Mailing Address 2801 E. Camelback Rd. Suite 450, Phoenix, AZ 85016
 Grantor Contact Name Andrew Cohn or Steve Chucuri Phone 602-373-2777 Email Address _____

Date December 14, 2021
 (to be completed by Title Company, if applicable)
 Zip Code 85016
 Phone 602-230-6297
 Email Jbryant@securitytitle.com

Grantee: PINAL COUNTY
 Mailing Address: Pinal County Public Works Dept., Attn: Dale Van Winkle, Real Estate Section, PO Box 727, Florence, AZ 85132

The COUNTY 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 | | <u>\$0.00</u> |
| Recording Fees | | |
| Deed | _____ | |
| Easement | _____ | |
| Release | _____ | |
| TOTAL RECORDING FEES | | <u>\$0.00</u> |
| Other Charges | | |
| Release Fees | _____ | |
| Title Report Fee | _____ | |
| Prorated Taxes/Dates | _____ | |
| TOTAL OTHER CHARGES | | <u>Paid by Pinal County</u> |
| Subtotal Fees | | <u>\$0.00</u> |
| Title Report Credit (-) | _____ | |
| Total Closing Costs | | <u>\$0.00</u> |
| Land & Improvements | | |
| New Right of Way* Easement | _____ | <u>\$928.00</u> |
| Permanent Drainage Easement* | _____ | |
| Temporary Construction Easement | _____ | |
| Administrative Settlement Improvement* | _____ | <u>\$928.00</u> |
| Total Purchase Price | _____ | <u>\$1856.00</u> |
| TOTAL WARRANT** | | <u>\$1856.00</u> |

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

Total Acquisition of Grantor's Property: Full release of all monetary liens and encumbrances, and leases of any kind. Pay in full all due and delinquent real property taxes and general and special improvement assessments. Grantor will be charged for any costs necessary to make the property compliant with the Covenants, Conditions and Restrictions. Prorate the current year's real property taxes on closings that occur on or after the 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 the County, pay due and delinquent property taxes and general and special improvement assessments, including full payment of taxes and assessments on individual assessor parcels within County'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 permanent 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, County 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:

*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" 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 and final closing package to PINAL COUNTY (COUNTY); title to said property to pass upon the acceptance of delivery and possession by the COUNTY.

PROJECT: Mitchell Trail Project PARCEL: 200-58-030

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 as a cost to cure and/or site-clearance deposit pending satisfactory delivery of the subject property to the COUNTY by the Grantor. The cost to cure and/or site-clearance is described as _____. The COUNTY will make written authorization to the Escrow Agent for disbursement of the cost to cure and/or site-clearance deposit in accordance with this agreement, after COUNTY acceptance of delivery and possession of the subject property.

The Grantor is to notify the COUNTY, 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 COUNTY, 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 COUNTY to enter upon the Grantor's remaining lands where necessary to accomplish the purpose of this paragraph.

The COUNTY 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 COUNTY and payment will be made direct from the Grantee to the Grantor after approval and acceptance by the COUNTY and the final filing and recording of the documents.

The Escrow Agent shall 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 Escrow Agent shall furnish the COUNTY 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 Pinal County".

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

COUNTY 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.

PROJECT: Mitchell Trail Project

PARCEL: 200-58-030

GRANTOR SUBSURFACE IMPROVEMENT DISCLOSURE

- 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 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 process and record the transfer of the well or irrigation water rights located within the acquisition area to the COUNTY.

- Yes No Addendum attached hereto and made part hereof.
- Notice of Pending Sale pursuant to A.R.S 33-1806.

PINAL COUNTY BOARD OF SUPERVISORS

GRANTOR:

 2-8-2022
SIGNATURE Date

Andrew M. Cohn
PRINTED NAME

SIGNATURE Date

PRINTED NAME

Accepted: _____
Escrow Officer Date

By: _____
CHAIRMAN OF THE BOARD Date

ATTEST:

By: _____
CLERK/DEPUTY CLERK OF THE BOARD Date

APPROVED AS TO FORM:

By: _____
Deputy County Attorney Date

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

PINAL COUNTY BOARD OF SUPERVISORS

By: _____
CHAIRMAN OF THE BOARD Date

ATTEST:

By: _____
CLERK/DEPUTY CLERK OF THE BOARD Date

APPROVED AS TO FORM:

By: _____
Deputy County Attorney Date

GRANTOR:

[Signature] 2-8-2022
SIGNATURE Date

Andrew M. Cohn
PRINTED NAME

SIGNATURE Date

PRINTED NAME

Accepted: *Jason Bryant* 2-16-2022
Escrow Officer Date

PROJECT: Mitchell Trail Project

PARCEL: 200-58-030

EASEMENT DESCRIPTION

THE WESTERLY 25 FEET OF THE PROPERTY DESCRIBED AS PARCEL NUMBER 1 IN WARRANTY DEED RECORDED AS FEE NUMBER 2011-070169 IN THE OFFICE OF THE COUNTY RECORDER OF PINAL COUNTY, ARIZONA. PROPERTY DESCRIBED IN SAID WARRANTY DEED AS FOLLOWS:

THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 4 SOUTH, RANGE 8 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 2;

THENCE SOUTH 00 DEGREES 38 MINUTES 42 SECONDS EAST, A DISTANCE OF 40.00 FEET TO THE NORTHEAST CORNER OF PARCEL 4, ACCORDING TO THE SURVEY OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF PINAL COUNTY, ARIZONA, RECORDED IN BOOK 1 OF SURVEYS, PAGE 45;

THENCE NORTH 89 DEGREES 51 MINUTES 30 SECONDS WEST, ALONG THE NORTH LINE OF SAID PARCEL 4, A DISTANCE OF 1009.12 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 01 DEGREES 03 MINUTES 34 SECONDS EAST, A DISTANCE OF 331.41 FEET;

THENCE NORTH 89 DEGREES 54 MINUTES 24 SECONDS WEST, A DISTANCE OF 330.22 FEET;

THENCE NORTH 00 DEGREES 30 MINUTES 30 SECONDS WEST, A DISTANCE OF 331.65 FEET;

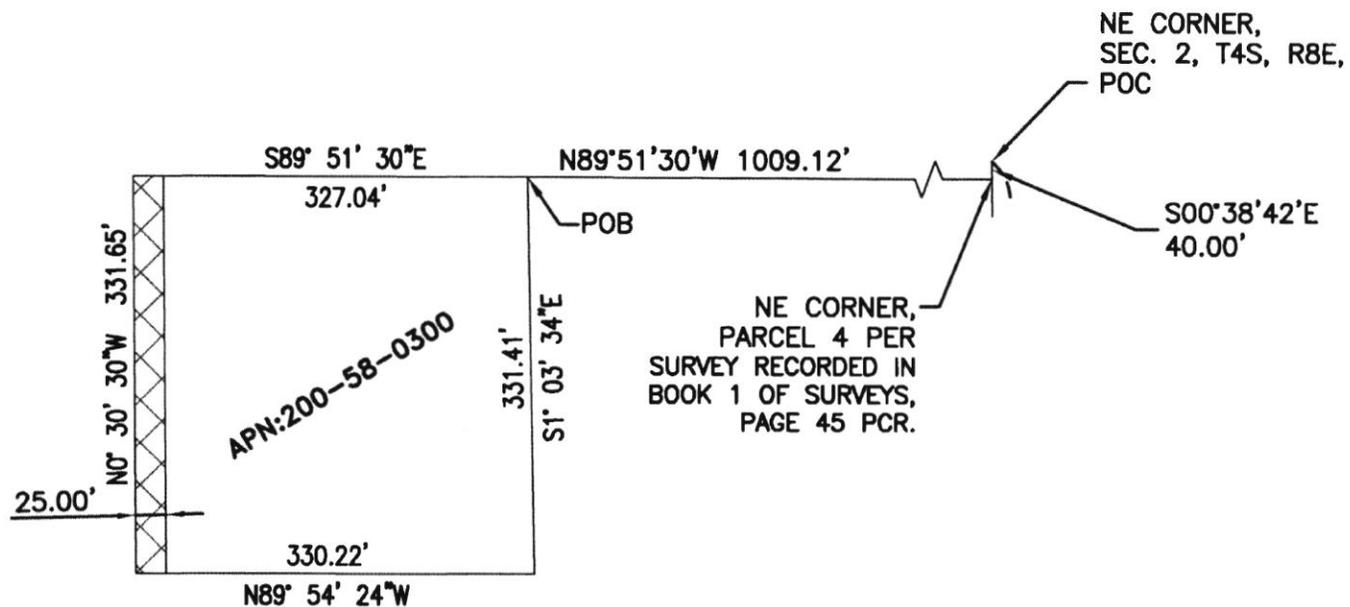
THENCE SOUTH 89 DEGREES 51 MINUTES 30 SECONDS EAST, A DISTANCE OF 327.04 FEET TO THE POINT OF BEGINNING.

EASEMENT CONTAINING:
8,085 SQUARE FEET OR 0.1856 ACRES, MORE OR LESS.



Exp. 3/31/2024

EXHIBIT OF EASEMENT DESCRIPTION



PARCEL 200-58-0300 BEARINGS AND DISTANCES DERIVED THERE FROM, ACCORDING TO WARRANTY DEED 2011-070169 RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF PINAL COUNTY, ARIZONA.

AREA
8,291 SQUARE FEET
0.1903 ACRES
MORE OR LESS.

THIS EXHIBIT IS MEANT TO ACCOMPANY AN EASEMENT DESCRIPTION AND DOES NOT CONSTITUTE A BOUNDARY SURVEY.



PINAL COUNTY DEPARTMENT OF PUBLIC WORKS
SURVEY SECTION



COST CENTER #: 3111664

FILE: MITCHELL TRAIL.DWG

DATE: 7/06/2021