

Pinal County Public Works Department
Real Estate Section

PURCHASE AGREEMENT

Title Company Security Title Agency
Address 4722 N. 24th Street, Suite 200
City Phoenix, Arizona
Escrow Officer Jason Bryant
Escrow No. 23200172-023-JB7-SW
Grantor Gerald D. Cross and Frankie G. Cross
Address 19128 S. Blossom Ave., Picacho, AZ 85141
Phone/Fax/Mobile 520-560-4589

Date May 29, 2020
Zip Code 85016
Phone 602-230-6297
Fax No. 602-926-0452 0

Grantee :Pinal County , P.O. Box 727, Florence, Az 85132

Pinal 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 Paid by Pinal County

Recording Fees

Deed _____
Easement _____
Release _____

TOTAL RECORDING FEES Paid by Pinal County

Other Charges

Release Fees _____
SRVWUA Fee _____
Prorated Taxes/Dates _____

TOTAL OTHER CHARGES _____

Subtotal Fees \$0.00

Title Report Credit \$0.00
Total Closing Costs \$0.00

Fee Acquisition 40acres \$180,000.00
Administrative Settlement ROW _____
Sub-total _____
Temp. Const. Easement _____
Administrative Settlement TCE _____
Sub-Total \$180,000.00

Total Purchase Price to owner: \$180,000.00
TOTAL WARRANT** \$180,000.00

* 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" 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 Pinal County by and through Pinal County Public Works Department; title to said property to pass upon the acceptance of delivery and possession by Pinal County.

PROJECT 40 acres of parcel 411-37-004G

Parcel: 411-37-004G (40 acres)

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 Pinal 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 Pinal 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 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, Pinal 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:**

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 as a security and/or site-clearance deposit pending satisfactory delivery of the subject property to Pinal County by the Grantor. Grantor agrees Pinal County may apply the security deposit to payment of any unpaid rents due Pinal County from the Grantor, or to payment for any loss or damage sustained by Pinal County caused by the Grantor after the date of this agreement. Pinal County 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 Pinal County Public Works Department, Real Estate Section, 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 Real Estate Section of Pinal County Public Works Department 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 Pinal County through Pinal County Public Works Department Real Estate Section.

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.

Pinal 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 Pinal County through Pinal County Public Works Department Real Estate Section and payment will be made direct from the Grantee to the Grantor after approval and acceptance by the Pinal County Board of Supervisors 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 Pinal 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 Pinal County to enter upon the Grantor's remaining lands where necessary to accomplish the purpose of this agreement.

If Pinal County is acquiring only a portion of Grantor's property, then Grantor grants to Pinal 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 Pinal 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 Pinal County 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 Pinal County.

Pinal 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.

☒ Yes ☐ No Addendum attached hereto and made a part hereof.

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

PINAL COUNTY BOARD OF SUPERVISORS

By _____
Chairman of the Board

Date _____ 20____

GRANTOR: _____ Date: _____

Gerald D. Cross 6/5/20

Gerald D. Cross

Frankie G. Cross 6/5/20

Frankie G. Cross

Attest:

By _____
Clerk of the Board

Accepted _____ Date _____
ESCROW OFFICER

Date _____ 20____

Addendum to Purchase Agreement:

Gerald D. Cross and Frankie G. Cross

Pinal County has agreed to accommodations of items:

1. Pinal County will pay all closing and escrow costs including taxes owed to date.
2. Pinal County will provide a survey of the 40 acres a portion of parcel 411-37-004G.
3. Pinal County will provide a legal description of the 40 acres a portion of parcel 411-37-004G to be attached to a Warranty Deed.
4. Based on the outcome of archaeological report of the 40 acres, Pinal County will purchase the property for \$180,000.00