

Infrastructure Delivery and Operations

Douglas A. Ducey, Governor John S. Halikowski, Director Dallas Hammit, State Engineer Steve Boschen, Division Director

February 13, 2017

## HAND DELIVERED

City of Maricopa C/o Mr. Bill Fay 39700 W. Civic Center Plaza Maricopa, Arizona 85138

RE:

Project:

347-A(204) 347 PN 172 H7007

Highway:

MARICOPA ROAD

Section:

UNION PACIFIC RAILROAD X-ING

Parcel:

11-1015

Dear Mr. Bill Fay:

The State of Arizona Department of Transportation presents its offer of \$1,186,648 for the property rights needed in connection with the above project. Attached is a summary of the offer for your property located at 19685 N. John Wayne Pkwy, Maricopa, AZ 85139.

Provided is a map showing how land owned by the City of Maricopa is affected by this project, a booklet entitled *Acquisition Acquiring Real Property For Federal and Federal-Aid Programs and Projects* explaining the State's program for acquiring rights-of-way, and a copy of the independent appraisal upon which the offer is based.

Also enclosed are the documents necessary to transfer your property rights to the State. If you accept the offer, please sign all documents on the appropriate lines provided, and in cases where "Notary Certification" is indicated, have your signature(s) acknowledged before a notary public. The documents marked "Your Copy" are for your records.

After the signed documents are returned, they will be processed in accordance with the terms of the *Purchase Agreement* and in compliance with the laws of the State. A pre-addressed envelope is included for your convenience. Processing time and final payment is generally 30-60 days after the signed documents are received; however, unusual circumstances may increase this time.

This offer is being made because it is necessary for ADOT to acquire this property for a transportation purpose. The acquisition of this property is through the State's eminent domain authority. This is not a voluntary acquisition in the ordinary course of a real estate negotiation.

If you have any questions, please contact me at 205 South 17<sup>th</sup> Avenue, Mail Drop 612E, Phoenix, Arizona 85007, or call 602-712-6955. You may also reach me at my email address: TDiaz@AZDOT.GOV. Thank you for your consideration.

Sincerely,

Tangella Diaz, Right of Way Agent Right of Way Group

Attachment: Summary of Offer to Purchase and Improvement Report

Enclosures: Purchase Agreement, Map, "Acquisition" Booklet, Appraisal, Business Card, Conveying

Documents: Warranty Deed

## ARIZONA DEPARTMENT OF TRANSPORTATION (ADOT) RIGHT OF WAY GROUP – STATEWIDE/URBAN ACQUISITION SECTIONYOUR COPY

# SUMMARY STATEMENT OF OFFER TO PURCHASE AND IMPROVEMENT REPORT

This statement accompanies our letter of 02/13/17 and shows the basis on which the offer is made, including any settlement amount.

### A. IDENTIFICATION OF THE PROPERTY

**B. THE ESTATE OR INTEREST NEEDED** 

The land is identified as Lots 1-5, 16-20, Blk 7 & 7-12 Blk 8 North Add., Gila and Salt River Meridian, Pinal County, Arizona

also known as Assessor Parcel No(s). 510-22-0010, 510-22-005A, 510-22-0060, 510-22-0090, 510-22-0100, 512-04-0080

The estate(s) or interest(s) ne	eeded is/are as follows (indicated by an ")	<b>(</b> "):	
New fee interest		67,550	Square Feet
Underlying fee interest (e.	xisting rights-of-way)		Square Feet
Easement (new right-of-w	ay)		Square Feet
Easen	nent		Square Feet
Temporary Construction E	Easement		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)

\$1,186,648.00

Square Feet

Severance Damages to remaining property (possible on partial acquisitions only)

"Cost-to-Cure" compensation involving a facility or component on the remaining property

**Total Just Compensation** 

\$1,186,648.00

Project:_	347-A(204), 347 PN 172 H7007 O2R	Section:	UNION PACIFIC RAILROAD X-ING	Parcel: 11-1015	
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#### D. THE IMPROVEMENTS

THE IMPROVEMENTS ASSOCIATED WITH THE PURCHASE ARE DESCRIBED AS FOLLOWS:

Asphalt, 3,608 s.f. masonry/metal office/storage, 960 s.f. and 900 s.f. metal on concrete slab storage, 1,440 and 1,600 modular office buildings and any other items not mentioned that are considered realty.

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 ADOT with Rights of Entry upon the Grantors remaining land for the purpose of building removal and other improvements as noted.

#### E. COST TO CURE

THE COST TO CURE ASSOCIATED WITH THE PURCHASE ARE DESCRIBED AS FOLLOWS: N/A

COMMENTS AND/OR EXCLUSIONS:

PERSONAL PROPERTY NOT ACQUIRED (INCLUDES ITEMS NOT PERMANENTLY ATTACHED): 3 parking canopies with attached solar panels and lights and office furniture

### F. 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	Evbib:

△ r	urchase	Agreement	(this	document	shows	the	terms	of	the	transaction,	and	the	attached	Exhibit	"A"
provi	des the ex	kact legal des	cripti	on)										_/	, ,

$\bowtie$ W	/arranty/Special	Warrant	y/Quitclaim	Deed	(to b	e notarized)
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	Manufactured Home
☐ Right of Way Contract (to be notarized)	☐ Easement (to be not

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

 ☐ Temporary Construction Easement
 ☐ Arizona Substitute W-9 Form

Summary Statement of Offer to Purchase and Improvement Report (see below)

## G. SECURITY DEPOSIT INFORMATION AND ACKNOWLEDGMENT

ADOT shall withhold \$-0- in escrow, as a security deposit, in accordance with the terms of the Purchase Agreement.

11. 30	BOOKFACE IIMFROVEIMI	INI STATEMENT		
1. 2. 3. 4.	storm cellars, ground Well(s) □Yes □No N Irrigation Water Right Well is located □ within	wells) within the area Vell Registration No(s s ☐Yes ☐No IGR No the acquisition area, ☐	of ADOT's acquisition ): 55-  umber: 58- outside the acquisition	
*If aw	are of such improvemen	nts, please provide an	y information that ma	y assist in locating same.
OWN	ER'S ACKNOWLEDGE	MENT:		
I/We I Repor	have received and revie rt. This acknowledgeme	wed the Summary Sta ent is not an acceptan	atement of Offer to Puce or rejection of the	urchase and Improvement offer of just compensation.
GRAN	TOR:CITY OF MARICOP	A		
By:			Date	
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By:			Date	
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