

Chapter 9 Acquisition Exhibits

The following exhibits are intended for reference purposes. Some of the exhibits have been reduced in size in order to include them in this manual.

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Exhibit 9.01 Contact Report
CONTACT REPORT

	RIGHT OF WAY ACQUISITION SECTION	
CONTACT REPORT		

Owner or Tenant Site:

Name:
Address:
City:
State: Zip:

Mailing Address:

Name:
Address:
City:
State: Zip:

Contact:

Name:
Phone:
Fax:
Cell Phone:
Email:

CONTACT HISTORY



, Acquisition R/W Agent, 602-712-XXXX

Project: _____ Highway: _____
Section: _____ Parcel: _____

Exhibit 9.02 Purchase Agreement

ARIZONA DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY GROUP
PURCHASE AGREEMENT

Title Company _____	Date _____
Address _____	(to be completed by Title Company, if applicable)
City _____ Arizona _____	Zip Code _____
Escrow Officer _____	Phone _____
Escrow No. _____	Fax No. _____
Grantor _____	
Address _____	
Phone/Fax/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 _____	
TOTAL ESCROW & TITLE FEES	\$0.00
Recording Fees	
Deed _____	
Easement _____	
Release _____	
TOTAL RECORDING FEES	\$0.00
Other Charges	
Release Fees _____	
SRVWUA Fee _____	
Prorated Taxes/Dates _____	
TOTAL OTHER CHARGES	\$0.00
Subtotal Fees	\$0.00
Title Report Credit (-) _____	
Total Closing Costs	\$0.00
Land & Improvements* _____	

Total Purchase Price	\$0.00
TOTAL WARRANT**	\$0.00

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 _____ 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 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.

PROJECT _____

SECTION _____

PARCEL _____

Exhibit 9.02 Purchase Agreement (Page 2)

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 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 \$_____ as a security and/or site-clearance deposit pending satisfactory delivery of the subject property to the State by the Grantor. Grantor agrees the State may apply the security deposit to payment of any unpaid rents due the State from the Grantor, or to payment for any loss or damage sustained by the State caused by the Grantor after the date of this agreement. 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.

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 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."

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 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.

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.

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.

- 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 _____

GRANTOR: _____ Date: _____, Right of Way Agent

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

Accepted: STATE OF ARIZONA _____ 20 ____

Accepted _____ Date _____
ESCROW OFFICER

By _____
RIGHT OF WAY MANAGER

PROJECT _____ SECTION _____ PARCEL _____

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Exhibit 9.03 Payment Transmittal

ARIZONA DEPARTMENT OF TRANSPORTATION
 RIGHT OF WAY GROUP
 205 South 17th Ave., Phoenix, AZ 85007

PAYMENT TRANSMITTAL

Date: _____

Processing Unit	Initial	Date		Initial	Date
Consultant Reviewer Acquisition Reviewer	/	/	Operations - Accounting		
Plans - Delineations			Operations - Manager		
Titles			Operations - Accounting		
Project Management			R/W Records Center		

Grantor & Address: Husband and Wife

Name: _____
 Name: _____
 Address: _____
 City, St. Zip: _____
(Must be same as W-9)

Project: _____
 Highway: _____
 Section: _____
 Parcel: _____
 Assessor#: _____

Fed Aid SW RTP #:

SETTLEMENT DATA:	<input type="checkbox"/> Partial <input type="checkbox"/> Total	Instruments in File	Record	Escrow	No Record
Land	_____		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
#VALUE! Acres	_____		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ Square Feet	_____		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Improvements	_____		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ Square Feet	_____		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Severance Damages _____

Cost to Cure _____

Temporary Entry _____

Temporary Construction Easement _____

Administrative Settlement _____

Less Salvage (Negative Number) _____

Sub Total **\$0.00**

Closing Cost _____

TOTAL: #VALUE!

COMMENTS:

Acquisition Code:

Acquired by Consultant, Contract # _____

Escrow Waived N/A

Right of Way Contract

Approved by: _____

Salvage Sheet Attached

Equal to Cost of Removal

Offer Reduced by Salvage Value Amount

Administrative Settlement

Approved by: _____

Date: _____

Amount over Appraisal: _____

Excess Land Acquired (Copy to Prop. Mgt.)

0.00 Acres _____ Sq. Feet

Repurchase Rights Waived

Irrigation Water Right or Well (Copy to Prop. Management)

Certificate or Well #: _____

Well located in acq. Area Outside acq. area

See Additional Information Attached

Legal Description from Ownership Record:

_____ County, AZ

Appraisal Data:

Appraisal not required

Appraiser: _____

Appraisal Amount: _____

Appraisal Review Amount: _____

Warrant Needed By:

CERTIFICATION

I hereby certify that, to the best of my knowledge and belief, all statements contained in this parcel file are full and complete record of all agreements and considerations between Negotiator and the Grantor, and such above agreements was reached without coercion, promises other than those shown in the Right of Way Contract, or threats of any kind whatsoever by or to either party.

Further, I have no direct or indirect, present or contemplated future personal interest in such property, nor will I in any way benefit from the acquisition of such property.

R/W Agent: _____

Agency: _____

Phone: _____

Signature: _____

Approved: _____

Director of ADOT

To Return to This Section Exhibits ~ [Click Here](#)

Exhibit 9.04 Use Application and Permit

(Application for Transportation and Utility Systems and Facilities on Federal Land)

STANDARD FORM 299 (2/2003)
 Prescribed by DOI/USDA/DOT
 P.L. 96-487 and Federal
 Register Notice 5-22-95

APPLICATION FOR TRANSPORTATION AND UTILITY SYSTEMS AND FACILITIES ON FEDERAL LANDS

FORM APPROVED
 OMB NO. 1004-0189
 Expires: October 31, 2005

		FOR AGENCY USE ONLY	
		Application Number	Date filed
<p>NOTE: Before completing and filing the application, the applicant should completely review this package and schedule a preapplication meeting with representatives of the agency responsible for processing the application. Each agency may have specific and unique requirements to be met in preparing and processing the application. Many times, with the help of the agency representative, the application can be completed at the preapplication meeting.</p>			
1. Name and address of applicant <i>(include zip code)</i>	2. Name, title, and address of authorized agent if different from Item 1 <i>(include zip code)</i>	3. TELEPHONE <i>(area code)</i>	
		Applicant	
		Authorized Agent	
4. As applicant are you? <i>(check one)</i>	5. Specify what application is for: <i>(check one)</i>		
a. <input type="checkbox"/> Individual b. <input type="checkbox"/> Corporation* c. <input type="checkbox"/> Partnership/Association* d. <input type="checkbox"/> State Government/State Agency e. <input type="checkbox"/> Local Government f. <input type="checkbox"/> Federal Agency * <i>If checked, complete supplemental page</i>	a. <input type="checkbox"/> New authorization b. <input type="checkbox"/> Renewing existing authorization No. c. <input type="checkbox"/> Amend existing authorization No. d. <input type="checkbox"/> Assign existing authorization No. e. <input type="checkbox"/> Existing use for which no authorization has been received* f. <input type="checkbox"/> Other* * <i>If checked, provide details under Item 7</i>		
6. If an individual, or partnership are you a citizen(s) of the United States? <input type="checkbox"/> Yes <input type="checkbox"/> No			
7. Project description <i>(describe in detail)</i> : (a) Type of system or facility, <i>(e.g., canal, pipeline, road)</i> ; (b) related structures and facilities; (c) physical specifications <i>(length, width, grading, etc.)</i> ; (d) term of years needed; (e) time of year of use or operation; (f) Volume or amount of product to be transported; (g) duration and timing of construction; and (h) temporary work areas needed for construction <i>(Attach additional sheets, if additional space is needed.)</i>			
8. Attach a map covering area and show location of project proposal			
9. State or local government approval: <input type="checkbox"/> Attached <input type="checkbox"/> Applied for <input type="checkbox"/> Not required			
10. Nonreturnable application fee: <input type="checkbox"/> Attached <input type="checkbox"/> Not required			
11. Does project cross international boundary or affect international waterways? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>(If "yes," indicate on map)</i>			
12. Give statement of your technical and financial capability to construct, operate, maintain, and terminate system for which authorization is being requested.			

(Continued on page 2)

This form is authorized for local reproduction.

Exhibit 9.04 B

13a. Describe other reasonable alternative routes and modes considered.

b. Why were these alternatives not selected?

c. Give explanation as to why it is necessary to cross Federal Lands.

14. List authorizations and pending applications filed for similar projects which may provide information to the authorizing agency. (Specify number, date, code, or name)

15. Provide statement of need for project, including the economic feasibility and items such as: (a) cost of proposal (construction, operation, and maintenance); (b) estimated cost of next best alternative; and (c) expected public benefits.

16. Describe probable effects on the population in the area, including the social and economic aspects, and the rural lifestyles.

17. Describe likely environmental effects that the proposed project will have on: (a) air quality; (b) visual impact; (c) surface and ground water quality and quantity; (d) the control or structural change on any stream or other body of water; (e) existing noise levels; and (f) the surface of the land, including vegetation, permafrost, soil, and soil stability.

18. Describe the probable effects that the proposed project will have on (a) populations of fish, plantlife, wildlife, and marine life, including threatened and endangered species; and (b) marine mammals, including hunting, capturing, collecting, or killing these animals.

19. State whether any hazardous material, as defined in this paragraph, will be used, produced, transported or stored on or within the right-of-way or any of the right-of-way facilities, or used in the construction, operation, maintenance or termination of the right-of-way or any of its facilities. "Hazardous material" means any substance, pollutant or contaminant that is listed as hazardous under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. 9601 et seq., and its regulations. The definition of hazardous substances under CERCLA includes any "hazardous waste" as defined in the Resource Conservation and Recovery Act of 1976 (RCRA), as amended, 42 U.S.C. 9601 et seq., and its regulations. The term hazardous materials also includes any nuclear or byproduct material as defined by the Atomic Energy Act of 1954, as amended, 42 U.S.C. 2011 et seq. The term does not include petroleum, including crude oil or any fraction thereof that is not otherwise specifically listed or designated as a hazardous substance under CERCLA Section 101(14), 42 U.S.C. 9601(14), nor does the term include natural gas.

20. Name all the Department(s)/Agency(ies) where this application is being filed.

I HEREBY CERTIFY, That I am of legal age and authorized to do business in the State and that I have personally examined the information contained in the application and believe that the information submitted is correct to the best of my knowledge.

Signature of Applicant

Date

Title 18, U.S.C. Section 1001 and Title 43 U.S.C. Section 1212, make it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

(Continued on page 3)

Exhibit 9.04 C

APPLICATION FOR TRANSPORTATION AND UTILITY SYSTEMS AND FACILITIES ON FEDERAL LANDS

GENERAL INFORMATION
ALASKA NATIONAL INTEREST LANDS

This application will be used when applying for a right-of-way, permit, license, lease, or certificate for the use of Federal lands which lie within conservation system units and National Recreation or Conservation Areas as defined in the Alaska National Interest Lands Conservation Act. Conservation system units include the National Park System, National Wildlife Refuge System, National Wild and Scenic Rivers System, National Trails System, National Wilderness Preservation System, and National Forest Monuments.

Transportation and utility systems and facility uses for which the application may be used are:

1. Canals, ditches, flumes, laterals, pipes, pipelines, tunnels, and other systems for the transportation of water.
2. Pipelines and other systems for the transportation of liquids other than water, including oil, natural gas, synthetic liquid and gaseous fuels, and any refined product produced therefrom.
3. Pipelines, slurry and emulsion systems, and conveyor belts for transportation of solid materials.
4. Systems for the transmission and distribution of electric energy.
5. Systems for transmission or reception of radio, television, telephone, telegraph, and other electronic signals, and other means of communications.
6. Improved rights-of-way for snow machines, air cushion vehicles, and all-terrain vehicles.
7. Roads, highways, railroads, tunnels, tramways, airports, landing strips, docks, and other systems of general transportation.

This application **must** be filed simultaneously with each Federal department or agency requiring authorization to establish and operate your proposal.

In Alaska, the following agencies will help the applicant file an application and identify the other agencies the applicant should contact and possibly file with:

Department of Agriculture
Regional Forester, Forest Service (USFS)
Federal Office Building, P.O. Box 21628
Juneau, Alaska 99802-1628
Telephone: (907) 586-7847 (or a local Forest Service Office)

Department of the Interior
Bureau of Indian Affairs (BLA)
Juneau Area Office
9109 Mendenhall Mall Road, Suite 5, Federal Building Annex
Juneau, Alaska 99802
Telephone: (907) 586-7177

Bureau of Land Management (BLM)
222 West 7th Ave., Box 13
Anchorage, Alaska 99513-7599
Telephone: (907) 271-5477 (or a local BLM Office)

National Park Service (NPS)
Alaska Regional Office, 2525 Gambell St., Rm. 107
Anchorage, Alaska 99503-2892
Telephone: (907) 257-2585

U.S. Fish & Wildlife Service (FWS)
Office of the Regional Director
1011 East Tudor Road
Anchorage, Alaska 99503
Telephone: (907) 786-3440

Note-Filings with any Interior agency may be filed with any office noted above or with the: Office of the Secretary of the Interior, Regional Environmental Officer, Box 120, 1675 C Street, Anchorage, Alaska 99513.

(For supplemental, see page 4)

Department of Transportation
Federal Aviation Administration
Alaska Region AAL-4, 222 West 7th Ave., Box 14
Anchorage, Alaska 99513-7587
Telephone: (907) 271-5285

NOTE - The Department of Transportation has established the above central filing point for agencies within that Department. Affected agencies are: Federal Aviation Administration (FAA), Coast Guard (USCG), Federal Highway Administration (FHWA), Federal Railroad Administration (FRA).

OTHER THAN ALASKA NATIONAL INTEREST LANDS

Use of this form is not limited to National Interest Conservation Lands of Alaska.

Individual departments/agencies may authorize the use of this form by applicants for transportation and utility systems and facilities on other Federal lands outside those areas described above.

For proposals located outside of Alaska, applications will be filed at the local agency office or at a location specified by the responsible Federal agency.

SPECIFIC INSTRUCTIONS
(Items not listed are self-explanatory)

- Item
- 7 Attach preliminary site and facility construction plans. The responsible agency will provide instructions whenever specific plans are required.
 - 8 Generally, the map **must** show the section(s), township(s), and range(s) within which the project is to be located. Show the proposed location of the project on the map as accurately as possible. Some agencies require detailed survey maps. The responsible agency will provide additional instructions.
 - 9, 10, and 12 - The responsible agency will provide additional instructions.
 - 13 Providing information on alternate routes and modes in as much detail as possible, discussing why certain routes or modes were rejected and why it is necessary to cross Federal lands will assist the agency(ies) in processing your application and reaching a final decision. Include only reasonable alternate routes and modes as related to current technology and economics.
 - 14 The responsible agency will provide instructions.
 - 15 Generally, a simple statement of the purpose of the proposal will be sufficient. However, major proposals located in critical or sensitive areas may require a full analysis with additional specific information. The responsible agency will provide additional instructions.
 - 16 through 19 - Providing this information in as much detail as possible will assist the Federal agency(ies) in processing the application and reaching a decision. When completing these items, you should use a sound judgment in furnishing relevant information. For example, if the project is not near a stream or other body of water, **do not** address this subject. The responsible agency will provide additional instructions.
- Application **must** be signed by the applicant or applicant's authorized representative.

If additional space is needed to complete any item, please put the information on a separate sheet of paper and identify it as "Continuation of Item".

Exhibit 9.04 D

SUPPLEMENTAL		
NOTE: The responsible agency(ies) will provide additional instructions	CHECK APPROPRIATE BLOCK	
I - PRIVATE CORPORATIONS	ATTACHED	FILED*
a. Articles of Incorporation	<input type="checkbox"/>	<input type="checkbox"/>
b. Corporation Bylaws	<input type="checkbox"/>	<input type="checkbox"/>
c. A certification from the State showing the corporation is in good standing and is entitled to operate within the State.	<input type="checkbox"/>	<input type="checkbox"/>
d. Copy of resolution authorizing filing	<input type="checkbox"/>	<input type="checkbox"/>
e. The name and address of each shareholder owning 3 percent or more of the shares, together with the number and percentage of any class of voting shares of the entity which such shareholder is authorized to vote and the name and address of each affiliate of the entity together with, in the case of an affiliate controlled by the entity, the number of shares and the percentage of any class of voting stock of that affiliate owned, directly or indirectly, by that entity, and in the case of an affiliate which controls that entity, the number of shares and the percentage of any class of voting stock of that entity owned, directly or indirectly, by the affiliate.	<input type="checkbox"/>	<input type="checkbox"/>
f. If application is for an oil or gas pipeline, describe any related right-of-way or temporary use permit applications, and identify previous applications	<input type="checkbox"/>	<input type="checkbox"/>
g. If application is for an oil and gas pipeline, identify all Federal lands by agency impacted by proposal.	<input type="checkbox"/>	<input type="checkbox"/>
II - PUBLIC CORPORATIONS		
a. Copy of law forming corporation	<input type="checkbox"/>	<input type="checkbox"/>
b. Proof of organization	<input type="checkbox"/>	<input type="checkbox"/>
c. Copy of Bylaws	<input type="checkbox"/>	<input type="checkbox"/>
d. Copy of resolution authorizing filing	<input type="checkbox"/>	<input type="checkbox"/>
e. If application is for an oil or gas pipeline, provide information required by Item "I-f" and "I-g" above.	<input type="checkbox"/>	<input type="checkbox"/>
III - PARTNERSHIP OR OTHER UNINCORPORATED ENTITY		
a. Articles of association, if any	<input type="checkbox"/>	<input type="checkbox"/>
b. If one partner is authorized to sign, resolution authorizing action is	<input type="checkbox"/>	<input type="checkbox"/>
c. Name and address of each participant, partner, association, or other	<input type="checkbox"/>	<input type="checkbox"/>
d. If application is for an oil or gas pipeline, provide information required by Item "I-f" and "I-g" above.	<input type="checkbox"/>	<input type="checkbox"/>

* If the required information is already filed with the agency processing this application and is current, check block entitled "Filed." Provide the file identification information (e.g., number, date, code, name). If not on file or current, attach the requested information.

NOTICES

NOTE: This applies to the Department of the Interior/Bureau of Land Management (BLM).

The Privacy Act of 1974 provides that you be furnished with the following information in connection with the information provided by this application for an authorization.

AUTHORITY: 16 U.S.C. 310 and 5 U.S.C. 301.

PRINCIPAL PURPOSE: The primary uses of the records are to facilitate the (1) processing of claims or applications; (2) recordation of adjudicative actions; and (3) indexing of documentation in case files supporting administrative actions.

ROUTINE USES: BLM and the Department of the Interior (DOI) may disclose your information on this form: (1) to appropriate Federal agencies when concurrence or supporting information is required prior to granting or acquiring a right or interest in lands or resources; (2) to members or the public who have a need for the information that is maintained by BLM for public record; (3) to the U.S. Department of Justice, court, or other adjudicative body when DOI determines the information is necessary and relevant to litigation; (4) to appropriate Federal, State, local, or foreign agencies responsible for investigating, prosecuting violation, enforcing, or implementing this statute, regulation, or order; and (5) to a congressional office when you request the assistance of the Member of Congress in writing.

EFFECT OF NOT PROVIDING THE INFORMATION: Disclosing this information is necessary to receive or maintain a benefit. Not disclosing it may result in rejecting the application.

The Paperwork Reduction Act of 1995 requires us to inform you that:

The Federal agencies collect this information from applicants requesting right-of-way, permit, license, lease, or certifications for the use of Federal Lands.

Federal agencies use this information to evaluate your proposal.

No Federal agency may request or sponsor and you are not required to respond to a request for information which does not contain a currently valid OMB Control Number.

BURDEN HOURS STATEMENT: The public burden for this form is estimated at 25 hours per response including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to: U.S. Department of the Interior, Bureau of Land Management (1004-0189), Bureau Information Collection Clearance Officer (WO-630) 1849 C Street, N.W., Mail Stop 401 LS, Washington, D.C. 20240.

A reproducible copy of this form may be obtained from the Bureau of Land Management, Division of Lands, Realty and Cadastral Survey, 1620 L Street, N.W., Rm. 1000 LS, Washington, D.C. 20036.

Exhibit 9.05 Offer Letter



Infrastructure Delivery and Operations

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

DATE:

CERTIFIED MAIL OR HAND DELIVERED

RE: Project:
 Highway:
 Section:
 Parcel:

Dear :

The State of Arizona Department of Transportation presents its offer of for the property rights needed in connection with the above project. Attached is a summary of the offer for your property located at

Provided is a map showing how your land 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 17th Avenue, Mail Drop 612E, Phoenix, Arizona 85007, or call 602-712- . You may also reach me at my email address: @azdot.gov. Thank you for your consideration.

Exhibit 9.06 Summary Statement of Offer to Purchase and Improvement Report

ARIZONA DEPARTMENT OF TRANSPORTATION (ADOT)
RIGHT OF WAY GROUP – STATEWIDE/URBAN ACQUISITION SECTION

**SUMMARY STATEMENT OF OFFER TO PURCHASE
AND
IMPROVEMENT REPORT**

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

A. IDENTIFICATION OF THE PROPERTY

The land is identified as _____,
County, Arizona

also known as Assessor Parcel No(s).

B. THE ESTATE OR INTEREST NEEDED

The estate(s) or interest(s) needed is/are as follows (indicated by an "X"):

- Fee interest (new right-of-way) Square Feet
- Underlying fee interest (existing rights-of-way) Square Feet
- Easement (new right-of-way) Square Feet
- _____ Easement Square Feet
- Temporary Construction Easement Square Feet
- _____ 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)	\$
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	\$

Project: _____ Section: _____ Parcel: _____

D. THE IMPROVEMENTS

THE IMPROVEMENTS ASSOCIATED WITH THE PURCHASE ARE DESCRIBED AS FOLLOWS:

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:

Grantor agrees to remove all cost to cure items no later than 30 days from the date of payment, and assumes all liability connected with said removal. Further, upon expiration of the time provided for removal, all improvements associated with the cost to cure 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 associated with the cost to cure shall cease and terminate. Grantor shall be liable for the reasonable cost incurred in removing said improvements.

(REMOVE STATEMENT IF COST TO CURE IS NOT WITHIN RW)

COMMENTS AND/OR EXCLUSIONS:

PERSONAL PROPERTY NOT ACQUIRED (INCLUDES ITEMS NOT PERMANENTLY ATTACHED):

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 Exhibit "A" provides the exact legal description)
- Warranty/Special Warranty/Quitclaim Deed** (to be notarized)
- Extended Occupancy Agreement** **Manufactured Home**
- 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 \$ _____ in escrow, as a security deposit, in accordance with the terms of the Purchase Agreement.

Project: _____ Section: _____ Parcel: _____

H. 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.*
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 if available)

*If aware of such improvements, please provide any information that may assist in locating same.

GRANTOR

_____ **Date** _____

_____ **Date** _____

08/1/12

Project: _____ Section: _____ Parcel: _____

Exhibit 9.07 Right of Way Contract

**WHEN RECORDED RETURN TO:
ARIZONA DEPT. OF TRANSPORTATION
R/W OPERATIONS SECTION
205 SOUTH 17TH AVENUE, 612E
PHOENIX, ARIZONA 85007**

**ARIZONA DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY GROUP**

RIGHT OF WAY CONTRACT

On the _____ day of _____, 20____, _____, hereinafter referred to as Grantor, executed a conveyance of land delineated as **Parcel** _____ on **Project** _____ in _____ County, Arizona to the **STATE OF ARIZONA**, by and through its **DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as State, according to the maps and plans on file in the Office of the Director of the Arizona Department of Transportation in Phoenix, Arizona.

Said conveyance and this instrument constitute and contain full agreement between the parties.

Wherefore in consideration of the above conveyance, the parties hereto agree that:

The State shall:

- 1.
- 2.
- 3.

The Grantor shall:

- 1.
- 2.
- 3.

Project _____

Section _____

Parcel _____

Exhibit 9.08 Letter of Condemnation



Infrastructure Delivery and Operations

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

November 13, 2015

Certified Mail : Receipt #

RE: **INITIATION OF EMINENT DOMAIN PROCEEDINGS**
Project:
Highway:
Section:
ADOT Parcel:
Offer:

Dear:

Our inability to reach a timely agreement on the State's purchase of your property leaves us no alternative but to initiate eminent domain proceedings so the construction schedule for this project can be met without delay.

Eminent domain proceedings involve the State filing a legal action in Superior Court condemning the necessary property rights for a particular public use. This action effectively places all matters in the hands of the court. Following the filing, you will be served with a copy of the summons and complaint giving notice of a hearing where you have the right to appear in person or be represented by an attorney. A date for the hearing will be set by the court, and you will be notified of the time and place. The hearing is usually set within thirty days from the filing of the complaint.

After the complaint is filed the State will request immediate possession of the property. The court can grant possession as the situation warrants. If possession is granted the court will determine probable damages and set the monetary amount to be deposited by the State as a condition to the court order. The security deposit is typically the amount determined by the State's appraiser.

Property Owner Name

Date

Page 2

You may enter into an agreement with the State for the withdrawal of all or a portion of the security deposit, depending on monetary liens, or whether any potentially adverse environmental conditions exist on the property. No interest will be paid on the amount withdrawn, but the portion left on deposit with the court will be credited with interest at the statutory rate calculated for each month, or portion thereof, interest is owed from the date the State obtains possession of the property until the condemnation is settled and a final judgment is rendered by the court. If the final judgment exceeds the amount of the security deposit, you will be entitled to interest on the additional amount owed; however, if the judgment is less than the amount withdrawn, you must pay the difference back to the State with interest.

There will be a period of time between the court hearing granting the State possession and the date set for trial of the action. This period of time may range from a few months to over a year. At the trial both you and the State will have the opportunity to present evidence to the judge or jury concerning just compensation. From this evidence a verdict will be handed down by the court as to the amount the State is to pay to you.

All offers are withdrawn when legal proceedings are initiated; however, should you determine the State's offer is acceptable prior to the initiation of legal proceedings, please call me at 602 712- . We will then stop the legal process, have you sign the necessary documents to transfer your property to the State, and render payment for the purchase.

I trust this has clarified some of your rights under eminent domain laws and what the State is going to do and how it will be done.

Sincerely,

, Right of Way Agent
Right of Way Group

Revised 1/22/15

To Return to This Section Exhibits ~ [Click Here](#)

Exhibit 9.09 Letter of Condemnation, Temporary Entry



Infrastructure Delivery and Operations

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

CERTIFIED MAIL OR HAND DELIVERED CERTIFIED MAIL RECEIPT #

RE: Project:
 Highway:
 Section:
 Parcel:

Dear :

We understand that you are unwilling to grant Temporary Entry to the State of Arizona, or its agents, to enter your property located within the above referenced highway project. The Temporary Entry is needed for the purposes of soil and foundation investigations, environmental inspections, archaeological exploration and/or surveying.

We regret to advise you that eminent domain proceedings must be initiated in order to obtain entry to perform these activities.

Eminent domain proceedings consist of the State filing legal action with the Superior Court in the county where your property is located and having the property condemned for a particular public use. In effect, this action places all matters in the hands of the court. Following this action, you will be served with a copy of the summons and complaint giving notice of a hearing where you have the right to appear in person or be represented by an attorney at all proceedings. A date for the hearing will be set by the court and you will be notified of the time and location. The hearing is usually set within thirty (30) days after the filing of the complaint. After filing the complaint, the State will request immediate entry to the property involved. The court can grant us possession as the situation warrants. If entry is granted, the court will then determine probable damages and set the amount of a security deposit which will be deposited by the State as condition to the court order.

Exhibit 9.09 - Letter of Condemnation TE Letter – Page 2

Parcel number
Owner
Date
Page 2

Should you determine that the State's offer is acceptable prior to the initiation of legal proceedings, please contact me at 602-712- or by correspondence at 205 South 17th Avenue, MD 612E, Phoenix, Arizona, 85007. We will then stop the legal process and have you sign the necessary papers to allow temporary entry to your property by the State or its agents and to render payment.

We trust that this letter has clarified some of your rights under eminent domain laws and has, at least to some degree, advised you of what the State's next course of action will be.

Sincerely,

, Right of Way Agent
Right of Way Group

To Return to This Section Exhibits ~ [Click Here](#)

Exhibit 9.10 Condemnation Transmittal Record

ARIZONA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY GROUP								
CONDEMNATION TRANSMITTAL RECORD								
Processing Unit	Initial	Date	Processing Unit	Initial	Date	Processing Unit	Initial	Date
1. Consultant Review/ Acquisition Review			4. Condemnation Liaison			7. Operations		
2. Acquisition Manager			5. Condemnation			8. Deputy Chief R/W Agent		
3. Project Management			6. Plans					

OWNER/CONDEMNEE:

Address:

Attorney:
Address:

REASON FOR CONDEMNATION: Valuation Title Other

ACQUISITION: Total Partial

Current Project: Future Project:

IMPROVEMENTS: Yes* No

Cost-to-Cure/
Special Conditions Yes * No

***See Summary Statement of Offer to Purchase and Improvement Report**

GROUND WELLS/WATER RIGHTS: Yes* No

APPRAISAL DATA (list all appraisals prepared):

Prepared By:	Date of Report:	Amount of Appraisal:	Remarks:
		\$	Approved Appraisal
		\$	
		\$	
		\$	
		\$	

Reviewed approval in the amount of \$(Approved Offer \$) By: (ADOT Reviewer) Dated:

OTHER INTERESTS (not identified in title report):

NAME:	ADDRESS:	TYPE:

REMARKS:

PROJECT:

SECTION:

PARCEL:

8/1/12

To Return to This Section Exhibits ~ [Click Here](#)

Exhibit 9.11 Quitclaim Deed

WHEN RECORDED RETURN
TO ARIZONA DEPARTMENT
OF TRANSPORTATION,
R/W OPERATIONS SEC.
205 S. 17TH AVE., MD 612E
PHOENIX, AZ 85007-3212

Escrow No.

EXEMPT FROM AFFIDAVIT
BY A.R.S. §11-1134-A-3

ARIZONA DEPARTMENT OF TRANSPORTATION

QUITCLAIM DEED

the Grantor, for the consideration of ONE DOLLAR AND OTHER VALUABLE CONSIDERATION, does hereby convey, transfer, release and quitclaim all rights, title and interest in fee to the **STATE OF ARIZONA**, by and through its **Department Of Transportation**, the Grantee, that certain property situated in «County» County, Arizona, described as:

SEE EXHIBIT “A” ATTACHED HERETO

AND BY REFERENCE MADE A PART HEREOF.

SUBJECT TO current taxes and assessments, reservations and all easements, rights of way, covenants, conditions, restrictions, liens and encumbrances of record.

PROJECT:	LOCATION:	PARCEL:
«Fed ID Number» (if applicable)		«AuthorDate»

To Return to This Section Exhibits ~ [Click Here](#)

The Grantor herein, in accordance with property repurchase rights pursuant to A.R.S. §28-7099, hereby elects and agrees to the following:

Waives right of first refusal pursuant to A.R.S. §28-7099, and ADOT at its election, may use, or dispose of any remaining parcel pursuant to any means permitted by law;
 _____ (initial) _____ (initial)

-OR-

Possibly would re-purchase excess land, if any, and hereby requests proper notification by the Department should excess land become available;
 _____ (initial) _____ (initial)

IN WITNESS WHEREOF, this instrument is executed this _____ day of _____, 20_____

 (SIGNATURE)

 (SIGNATURE)

BY: _____ BY: _____

ITS: _____ ITS: _____

NOTARY CERTIFICATION
 Capacity claimed by signer(s)

INDIVIDUAL(S) ATTORNEY-IN-FACT TRUSTEE(S)
 CORPORATE PARTNERSHIP GOVERNMENT OFFICER(S) OTHER

 ENTITY(IES) REPRESENTED

 TITLE OF SIGNER

STATE OF _____)
) SS
 COUNTY OF _____)

Before me, _____, the undersigned officer/notary
 (Name of Notary)
 on _____, 20__ personally appeared _____

personally known -OR- proved to me to be the person(s) whose name (s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity on behalf of which the person(s) acted, executed the instrument.

IN WITNESS, my hand and official seal.

 (Signature of Notary)

My commission expires: _____

SEAL HERE

Approved by the Director
 of the Arizona Department
 of Transportation

_____, 20_____

Accepted:
STATE OF ARIZONA

_____, 20_____

By _____

Right of Way Manager
 Document Type: Parcel No.:

Exhibit 9.12 Easement

WHEN RECORDED RETURN
TO ARIZONA DEPARTMENT
OF TRANSPORTATION,
R/W OPERATIONS SEC.
205 S. 17TH AVENUE
PHOENIX, AZ 85007-3212

Escrow No.

ARIZONA DEPARTMENT OF TRANSPORTATION
EASEMENT

the Grantor, for the consideration of ONE DOLLAR AND OTHER VALUABLE CONSIDERATION, does hereby grant and convey to the **STATE OF ARIZONA**, by and through its **Department Of Transportation**, and its successors or assigns, the Grantee, an exclusive perpetual easement for highway purposes, all incidents appurtenant thereto, and the right to authorize, permit, or license any other facilities which may be necessary or convenient for public purposes over, beneath, and across that certain real property situated in «County» County, Arizona, described as:

At such time any of the above granted easement is no longer required by the Grantee, or its assigns, the rights to the particular easement shall cease and terminate only upon resolution by the governing body of the entity holding said easement interest. The resolution shall take effect when recorded in the office of the County Recorder of the county in which the easement is located.

PROJECT: «Project» **SECTION:** «Section» **PARCEL:**«Parcel»
«CompleteTracNo» «AuthorDate»

Exhibit 9.13 Warranty Deed

WHEN RECORDED RETURN
TO ARIZONA DEPARTMENT
OF TRANSPORTATION,
R/W OPERATIONS SEC.
205 S. 17TH AVE., MD 612E
PHOENIX, AZ 85007-3212

Escrow No.

EXEMPT FROM AFFIDAVIT
BY A.R.S. §11-1134-A-3

ARIZONA DEPARTMENT OF TRANSPORTATION

WARRANTY DEED

«OwName», the Grantor, for the consideration of TEN DOLLARS AND OTHER VALUABLE CONSIDERATION, does hereby grant, convey and warrant to the **STATE OF ARIZONA**, by and through its **Department of Transportation**, the Grantee, that certain real property situated in «County» County, Arizona, more particularly described as:

SEE EXHIBIT “A” ATTACHED HERETO

AND BY REFERENCE MADE A PART HEREOF.

SUBJECT TO current taxes and assessments, reservations and all easements, rights of way, covenants, conditions, restrictions, liens and encumbrances of record.

PROJECT:	LOCATION:	PARCEL:
«Fed ID Number» (if applicable)		«AuthorDate»

To Return to This Section Exhibits ~ [Click Here](#)

The Grantor herein, in accordance with property repurchase rights pursuant to A.R.S. §28-7099, hereby elects and agrees to the following:

Waives right of first refusal pursuant to A.R.S. §28-7099, and ADOT at its election, may use, or dispose of any remaining parcel pursuant to any means permitted by law;
 _____(initial) _____(initial)

-OR-

Possibly would re-purchase excess land, if any, and hereby requests proper notification by the Department should excess land become available;
 _____(initial) _____(initial)

IN WITNESS WHEREOF, this instrument is executed this _____ day of _____, 20_____

 (SIGNATURE) (SIGNATURE)
 BY: _____ BY: _____
 ITS: _____ ITS: _____

NOTARY CERTIFICATION

Capacity claimed by signer(s)

- INDIVIDUAL(S) ATTORNEY-IN-FACT TRUSTEE(S)
 CORPORATE PARTNERSHIP GOVERNMENT OFFICER(S) OTHER

 ENTITY(IES) REPRESENTED

 TITLE OF SIGNER

STATE OF _____)
) SS
 COUNTY OF _____)

Before me, _____, the undersigned officer/notary
 (Name of Notary)
 on _____, 20____ personally appeared _____

IN WITNESS, my hand and official seal.

personally known -OR- proved to me to be the person(s) whose name (s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity on behalf of which the person(s) acted, executed the instrument.

 (Signature of Notary)

My commission expires: _____

SEAL HERE

Approved by the Director
 of the Arizona Department
 of Transportation

Accepted:
STATE OF ARIZONA

_____, 20_____

_____, 20_____

By _____

Right of Way Manager

Document Type: Parcel No.:

Exhibit 9.14 Slope Easement

WHEN RECORDED RETURN
TO ARIZONA DEPARTMENT
OF TRANSPORTATION,
R/W OPERATIONS SEC.
205 S. 17TH AVE., MD 612E
PHOENIX, AZ 85007-3212

Escrow No.

ARIZONA DEPARTMENT OF TRANSPORTATION

SLOPE EASEMENT

the Grantor, for the consideration of ONE DOLLAR AND OTHER VALUABLE CONSIDERATION does hereby grant and convey to the **STATE OF ARIZONA**, by and through its **Department of Transportation**, and its successors or assigns, the Grantee, a perpetual easement for the purpose of locating, constructing repairing and maintaining slopes in excavations or embankments over that certain real property situated in «County» County, Arizona, described as:

SEE EXHIBIT “A” ATTACHED HERETO

AND BY REFERENCE MADE A PART HEREOF.

In the event that the Grantor, his heirs or assigns, shall excavate or place an embankment upon the area covered herein to the level of the grade of the highway abutting thereon, all rights of the Grantee herein shall cease and terminate.

At such time any of the above granted easement is no longer required by the Grantee, or its assigns, the rights to the particular easement shall cease and terminate only upon resolution by the governing body of the entity holding said easement interest. The resolution shall take effect when recorded in the office of the County Recorder of the county in which the easement is located.

PROJECT:	LOCATION:	PARCEL:
«Fed ID Number» (if applicable)		«AuthorDate»

To Return to This Section Exhibits ~ [Click Here](#)

Exhibit 9.15 Temporary Construction Easement

ARIZONA DEPARTMENT OF TRANSPORTATION
TEMPORARY CONSTRUCTION EASEMENT

The undersigned Grantor, for the consideration of ONE DOLLAR AND OTHER VALUABLE CONSIDERATION, does hereby grant to the **STATE OF ARIZONA**, by and through its **Department of Transportation**, hereinafter termed Grantee, an exclusive temporary construction easement ("TCE") for use by its agents and contractors under Grantee's direction, for «Purpose2» in connection with the construction of Project No. «Construction_No» of the «Highway_Name» Highway (the "Project") across that certain real property situated in «County» County, Arizona, described as:

That portion of (TYPE LEGAL HERE) as shown in red on the plat(s) attached hereto and made a part hereof (the "Property").

To the extent practicable, Grantee shall leave the Property in the same condition as existing immediately prior to Grantee's entry.

It is further understood and agreed that this TCE is to expire and terminate thirty (30) days after the completion of the Project.

Signed on the _____ day of _____, 20_____.

GRANTOR

PRINTED NAME

PRINTED NAME

PRINTED NAME

PRINTED NAME

**Approved by the Director of the Arizona
Department of Transportation**

Accepted: STATE OF ARIZONA

_____, 20_____
(Date Only)

_____, 20_____
By _____
Right of Way Manager

PROJECT:	LOCATION:	PARCEL:
«Fed ID Number» (if applicable)		«AuthorDate»

To Return to This Section Exhibits ~ [Click Here](#)

Exhibit 9.16 Temporary Entry

ARIZONA DEPARTMENT OF TRANSPORTATION

TEMPORARY ENTRY

Permission is hereby granted to the State of Arizona, or its agents (the "State") to enter upon our land in «County» County, Arizona for the purpose of inspecting and/or testing for hazardous contaminants, soil and foundation investigations, archaeological exploration, surveying and appraisal inspection. This may involve multiple inspections for any or all of the above.

The lands affected are identified as Assessors tax number «Tax_Arb» and situated in:
[note, or can use the following]
The lands affected are situated in:

«description»

This permission is temporary, only for the above purpose, and will terminate thirty (30) days after completion of the Project. It is also understood and agreed this permission is given with the understanding that the area concerned be left in the same state as existing immediately prior to the State's entry on said land for the aforesaid purpose.

Signed this _____ day of _____, 20____

**Approved by the Director of the Arizona
Department of Transportation**

Accepted: STATE OF ARIZONA

_____, 20____
(Date Only)

_____, 20____
By _____
Right of Way Manager

PROJECT:
«Fed ID Number» (if applicable)

LOCATION:

PARCEL:
«AuthorDate»

To Return to This Section Exhibits ~ [Click Here](#)

Exhibit 9.17 Drainage Easement

WHEN RECORDED RETURN
TO ARIZONA DEPARTMENT
OF TRANSPORTATION,
R/W OPERATIONS SEC.
205 S. 17TH AVE., MD 612E
PHOENIX, AZ 85007-3212

Escrow No.

ARIZONA DEPARTMENT OF TRANSPORTATION
DRAINAGE EASEMENT

«OwName», the Grantor, for the consideration of ONE DOLLAR AND OTHER VALUABLE CONSIDERATION, does hereby grant and convey to the **STATE OF ARIZONA**, by and through its **Department Of Transportation**, and its successors or assigns, the Grantee, a perpetual easement for the construction and maintenance of drainage features for the protection of a State Highway, together with the right of ingress and egress for said purposes, over that certain real property situated in «County» County, Arizona, described as:

SEE EXHIBIT “A” ATTACHED HERETO

AND BY REFERENCE MADE A PART HEREOF.

At such time any of the above granted easement is no longer required by the Grantee, or its assigns, the rights to the particular easement shall cease and terminate only upon resolution by the governing body of the entity holding said easement interest. The resolution shall take effect when recorded in the office of the County Recorder of the county in which the easement is located.

PROJECT:	LOCATION:	PARCEL:
«Fed ID Number» (if applicable)		«AuthorDate»

To Return to This Section Exhibits ~ [Click Here](#)

Exhibit 9.18 Outdoor Advertising Purchase Agreement

ARIZONA DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY GROUP
OUTDOOR ADVERTISING PURCHASE AGREEMENT
(Display Owner Interest)

This Agreement, entered into this ____ day of ____, 20____,
between the STATE OF ARIZONA, by and through its Department of Transportation, hereinafter termed "State," and _____,
the undersigned Outdoor Advertising Display Owner, hereinafter termed "Display Owner."

WHEREAS the State, pursuant to Sections 28-7154, 28-7054, and Chapter 23 of the Arizona Revised Statutes, and Section 107, Title 23 of the United States Code, is acquiring certain real property for State purposes, and

WHEREAS the Display Owner is the owner of an existing advertising display located upon real property described on Exhibit "A" attached hereto and made a part hereof.

THEREFORE, THE PARTIES HERETO CONVENANT AND AGREE AS FOLLOWS:

1. The Display Owner hereby grants, sells and conveys unto the State all right, title and interest in and to said advertising display.

2. The Display Owner warrants that it is the owner of said advertising display, and hereby covenants and agrees to indemnify and hold the State harmless for any and all claims that other parties may make or assert because of this Agreement; except any claims of the Display Owner's lessor pursuant to its ground lease with the Display Owner.

3. It is understood and agreed that to the extent the herein described interest of said Display Owner may constitute an interest or estate in the above described real property, this Agreement shall operate and be construed as a quitclaim of such interest.

4. The State, in consideration of the foregoing, shall pay the Display Owner \$_____ as full compensation for said advertising display within sixty (60) days after approval of this transaction by the Director of the Arizona Department of Transportation.

5. The sum of \$_____ shall be withheld from the compensation payable to the Display Owner as a Site Clearance Deposit. The Display Owner shall remove the advertising display in accordance with the terms of the *Outdoor Advertising Sign Building Report* attached hereto and made a part hereof, and shall notify the State when the site has been cleared. After acceptance by the State, said Site Clearance Deposit shall be disbursed to the Display Owner by the State, or by the Escrow Agent upon written authorization from the State.

DISPLAY OWNER

Approved by the Director of the Arizona Department of Transportation

(Date only)

By: _____

Accepted: STATE OF ARIZONA

Its: _____

_____, 20____

By: _____

Laura Gilbreath, Right of Way Manager

Project No.: _____

Parcel No.: _____

Sign No.: _____

08/01/12

To Return to This Section Exhibits ~ [Click Here](#)

Exhibit 9.19 Outdoor Advertising Relocation Agreement

ARIZONA DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY GROUP
OUTDOOR ADVERTISING RELOCATION AGREEMENT
(Display Owner Interest)

This Agreement, entered into this ____ day of ____, 20____, between the STATE OF ARIZONA, by and through its Department of Transportation, hereinafter termed "State," and _____, the undersigned Outdoor Advertising Display Owner, hereinafter termed "Display Owner."

WHEREAS the State, pursuant to Sections 28-7154, 28-7054 and Chapter 23 of the Arizona Revised Statutes, and Section 107, Title 23 of the United States Code, is acquiring certain real property for State purposes, and

WHEREAS the Display Owner is the owner of an existing advertising display located upon real property described on Exhibit "A" attached hereto and made a part hereof.

THEREFORE, THE PARTIES HERETO COVENANT AND AGREE AS FOLLOWS:

1. The Display Owner hereby agrees to remove said advertising display from its present location and relocate it on the remaining real property in accordance with the State's applicable permit regulations, and in compliance with existing jurisdictional zoning and land-use restrictions, ordinances, and codes.
2. The Display Owner warrants that it is the owner of said advertising display, and hereby covenants and agrees to indemnify and hold the State harmless from any and all claims that other parties may make or assert because of this Agreement.
3. It is understood and agreed that to the extent the herein described interest of said Display Owner may constitute an interest or estate in the above described real property, this Agreement shall operate and be construed as a quitclaim of such interest.
4. The State, in consideration of the foregoing, shall pay the Display Owner \$_____ as full compensation for the relocation of said advertising display within sixty (60) days after approval of this transaction by the Director of the Arizona Department of Transportation.
5. The sum of \$_____ shall be withheld from the compensation payable to the Display Owner as a Site Clearance Deposit. The Display Owner shall remove the advertising display in accordance with the terms of the *Outdoor Advertising Sign Building Report* attached hereto and made a part hereof, and shall notify the State when the site has been cleared. After acceptance by the State, the Site Clearance Deposit shall be disbursed to the Display Owner by the State, or by the Escrow Agent upon written authorization from the State.

Approved by the Director of the Arizona Department of Transportation:

DISPLAY OWNER

(Date only)

By: _____

Accepted: STATE OF ARIZONA

Its: _____

_____, 20____

By: _____
Right of Way Manager

Project No. _____

Sign No. _____

Parcel No. _____

g:9370/9380: outdoor sign relocation agreement 2000

To Return to This Section Exhibits ~ [Click Here](#)

OUTDOOR ADVERTISING SIGN BUILDING REPORT
Page 2

DISPOSAL RECORD

(ADOT USE ONLY)

ADOT: _____

Demolition: _____

Contract No.: _____

To Return to This Section Exhibits ~ [Click Here](#)

Exhibit 9.21 Administrative Settlement Justification



Infrastructure Delivery and Operations

To: RIGHT OF WAY FILE	Date:
From: Right of Way Agent	Subject: <u>ADMINISTRATIVE SETTLEMENT</u> Project: Highway: Section: Parcel: Owner:

First Written Offer Date:
Appraisal Date of Value:
Approved Appraiser:
Appraised Value: \$
Recommended Settlement: \$
Total Acquisition Cost: \$

COMMENTS & JUSTIFICATION:

USE THIS FORMAT FOR SETTLEMENTS UP TO \$10,000,000

APPROVED:

_____ Date _____

To Return to This Section Exhibits ~ [Click Here](#)

Exhibit 9.22 E-Mail to Request Concurrence

Original Email Transmission from ADOT:

To: (Name-FHWA Realty Officer)
Subject: (R/W Parcel #) BLM Lands Appropriation Concurrence

PROJECT: ADOT TRACS: 000 MA 000 HXXXX 01C
000 MA 000 HXXXX 01R
Federal Aid #: IM-010-A(221)T

HIGHWAY:

SECTION:

PARCEL:

BLM SERIAL #

The Arizona Department of Transportation has determined a public need to acquire lands for the above referenced highway project. The project consists of (add brief project description) and require the acquisition of _____ acres of new right of way; and _____ acres of temporary construction easement from lands under the jurisdiction of the Bureau of Land Management (BLM) (add field off name).

We herby request your concurrence of public necessity in order to proceed with application for appropriation of these federal lands as identified on the right of way and/or construction plans for this project. Upon receipt of your concurrence, we will submit an appropriation request directly to the BLM (add field office name) and a copy of the submittal will be provided to you for your files

(name), Acquisition Agent

To Return to This Section Exhibits ~ [Click Here](#)

Exhibit 9.23 E-Mail to Request Concurrence

Exhibit 9.23 E-mail Concurrence – FHWA to ADOT

The Federal Highway Administration (FHWA), Arizona Division, has determined that the lands subject to this request are reasonably necessary and concurs with this request of the lands for use on a Federal or Federally eligible project pursuant to the provisions of Title 23 U.S.C. Section 107(d) or 317.

(NAME) FHWS Realty Officer

Original Transmission from ADOT:

To: *(NAME – FHWA Realty Officer)*

Subject: *(R/W Parcel #)* BLM Lands Appropriation Concurrence

PROJECT:
HIGHWAY:
SECTION:
PARCEL #:
BLM SERIAL #:

The Arizona Department of Transportation has determined a public need to acquire lands for the above referenced highway project. The project consists of *(brief project description)* and requires the acquisition of _____ acres of new right of way; _____ acres of drainage easement; and _____ acres of temporary construction easement from lands under the jurisdiction of the Bureau of Land Management (BLM) *(Field Office Name)*.

We hereby request your concurrence of public necessity in order to proceed with application for appropriation of these federal lands as identified on the right of way plans for this project. Upon receipt of your concurrence, we will submit an appropriation request directly to the BLM *(Field Office Name)* and a copy of the submittal will be provided to you for your files.

(NAME) Acquisition Agent

To Return to This Section Exhibits ~ [Click Here](#)

Exhibit 9.24 Request for Appropriation



Intermodal Transportation

Janice K. Brewer, Governor
John S. Halikowski, Director
Jennifer Toth, State Engineer
Robert Samour, Senior Deputy State Engineer, Operations
Dallas Hammit, Senior Deputy State Engineer, Development

206 S. 17th Ave.
Phoenix, AZ 85007

VIA CERTIFIED: (Insert Certified Number)

Mon. Day, Year

(Insert Field Manager)
(Bureau of Land Management Field Office)
(Street Address)
(City, State, Zip Code)

RE: APPLICATION FOR HIGHWAY RIGHT OF WAY AND/OR TEMPORARY CONSTRUCTION EASEMENT

PROJECT: (Insert Federal project and tracs number for construction)
(Insert Federal project and tracs number for Right of Way)
Federal id: (insert federal id number)
HIGHWAY: (ADOT Highway Designation)
SECTION: (ADOT Section Designation)
PARCEL#: (ADOT Parcel Number)
BLM SERIAL#: (BLM Serial Number – will be issued once BLM opens a file for our request so until then you can say N/A)

Dear (Field Manager :)

Application is hereby made by the State of Arizona, acting by and through its Department of Transportation (ADOT), for a federal land transfer located within the jurisdiction of your Field Office in (Insert name of County) County, pursuant to the provision of Section (107(d) or 317 of Title 23, U.S.C. NOTE: **Sections 107(d) and 317 of Title 23**, of the United States Code provide for the transfer of lands or interests in lands owned by the United States to an STD or its nominee for highway purposes. **Section 107(d)** Whenever rights-of-way, including control of access, on the Interstate System are required over lands or interests in lands owned by the United States, the Secretary may make such arrangements with the agency having jurisdiction over such lands as may be necessary to give the State or other person constructing the projects on such lands adequate rights-of-way and control of access thereto from adjoining lands, and any such agency is directed to cooperate with the Secretary in this connection.).

This application requires (# of acres) of right of way for the construction, operation and maintenance of the above referenced highway project and/or (# of acres) of temporary construction easements for temporary construction activities for the purpose of (identify activities) and is in the best interest of public safety, necessity and convenience. We further request immediate right of entry to avoid project delays.

(BLM Field Office)

(R/W Parcel #)

(Date)

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The Federal Highway Administration (FHWA), Arizona Division, has determined that the lands shown are reasonably necessary for use on a Federal Highway administered project and has concurred with this request (see attached email correspondence). If the appropriation of these lands is not contrary to public interests, or inconsistent with the purpose for which such lands have been acquired, please provide your Letter of Consent authorizing the transfer of this land and immediate right of entry, directly to ADOT with a copy to FHWA. Upon receipt of your Letter of Consent, the enclosed Highway Easement Deed will be sent to FHWA for execution. You will be provided a copy of the executed deed upon recording.

Enclosed for your review are the following items (include below items relevant to project):

- 1) Reference Numbers for existing BLM rights of way, land status (i.e. Reclamation withdrawal)
- 2) Legal Descriptions with maps (should identify Federal Land, have section, lines, North arrow)
- 3) Type of Action: Title 23 (FHWA process) or non-Title 23 or FLPMA BLM Right of Way: maintenance or new construction
- 4) Is the project outside or inside existing right of way, acres of Federal lands to be affected by the proposed project?
- 5) Purpose and need description.
- 6) NEPA status and opportunities for BLM staff to comment on draft document
- 7) ADOT Title report, if available

If you have any questions, you may contact me in writing at Arizona Department of Transportation, Right of Way Acquisition Section, 205 South 17th Avenue – 612E, Phoenix, Arizona 85007-3213, via email at *(e-mail address)* or call me *(telephone number)*. Thank you for your consideration.

Sincerely,

(Agent Name)

Right of Way Agent

Enclosures

Cc: (w/enc.): *(Realty Officer Name)*, Realty Officer
FHWA, Arizona Division

Exhibit 9.25 Letter of Consent (BLM Document)

Exhibit 9.25 Letter of Consent (BLM Document)

Draft Letter of Consent for Linear Rights-of-Way BLM LETTERHEAD

AZA #:

Federal Project and tracs number for construction

Federal Project and tracs number for right of way

Highway:

Section:

Parcel:

Date

(Name- Division Administrator)

Division Administrator

Federal Highway Administration

Arizona Division

One Arizona Center, Suite 410

400 E. Van Buren

Phoenix, AZ 85004

Dear *(Name – Division Administrator)*:

A request has been received for the appropriation of, and immediate right of entry to, lands managed by the Bureau of Land Management (BLM) within the State of Arizona for use by the State of Arizona, acting by and through its Department of Transportation for *(Project Name)*

(The request includes provisions for temporary access for construction activities as identified in the application) The request is pursuant to U.S.C. Title 23:Highways Section 317 OR Section 107d.

The area requested lies in portions of *(Legal description – if legal description is excessively long, it may be attached as an exhibit and referenced accordingly)* as shown on the map(s) provided with the application.

In accordance with the provisions of the Interagency Agreement No. AA-851-IA2-40, dated July 27, 1982, between the Bureau of Land Management (BLM) and the Federal Highway Administration (FHWA), the BLM agrees to the appropriation and transfer of the above-described lands for the foregoing purpose, together with immediate right of entry for construction purposes. This appropriation is subject to: the standard conditions of appropriation contained in the Memorandum of Understanding between Arizona Department of Transportation (ADOT), Federal Highway Administration (FHWA) and Bureau of Land Management (BLM) dated April 23, 2003, and as amended, and supplemented by the Operating Agreement (Appendix C), and all other specific conditions as agreed to during the environmental and design phases, which will be incorporated into ADOT's Special Provisions for the above-referenced project.

Sincerely,

(Name – Field Manager)

Field Manager

cc: *(Name – Realty Office)*, Realty Officer, FHWA, Arizona Division

(Name – Right of Way Agent), Right of Way Agent, ADOT

To Return to This Section Exhibits ~ [Click Here](#)

Exhibit 9.26 E-Mail Requesting Concurrence to Appropriation – Amended

Exhibit 9.26 E-mail Requesting Concurrence to Appropriation – Amended

To: *(Name), (Field Office)*, Bureau of Land Management
Subject: BLM Lands Appropriation Concurrence (Amended)

PROJECT: *(Insert)*
HIGHWAY: *(Insert)*
SECTION: *(Insert)*
ADOT PARCEL #: *(Insert)*
BLM SERIAL #: *(Insert)*

The Arizona Department of Transportation has determined a public need to acquire additional lands for the above referenced highway project. The project originally consisted of the acquisition of *(insert acreage)* acres from lands under the jurisdiction of the Bureau of Land Management (BLM) *(Field Office Name)*. This proposed additional appropriation will require the acquisition of approximately *(insert acreage)* acres. Calculations will be confirmed prior to submitting the formal Amended Application for Highway Right of Way.

It has been determined during construction that additional lands will be needed for *(insert explanation for additional requirements)*. It has been confirmed that the original environmental clearance *(is sufficient to cover this area OR has been updated to reflect the additional area)*. It is imperative that construction continue without delay. Inasmuch as there is insufficient time to prepare the Right of Way Plans and follow the normal appropriation process, we are requesting temporary access to continue with construction within the amended right of way. A plan sheet is provided outlining the additional area.

If you have questions or need additional information, please contact Right of Way Agent *(Name – Right of Way Agent)*, at *(phone number)*

(NAME) Acquisition Agent

C: *(Name)*, Realty Officer, Federal Highway Administration

To Return to This Section Exhibits ~ [Click Here](#)

Exhibit 9.27 – FHWA E-mail Concurrence to Amended Appropriation

Exhibit 9.27 FHWA E-mail Concurrence to Amended Appropriation

(The following is sample text for FHWA's e-mail response to ADOT R/W Acquisition Section)

The Federal Highway Administration has reviewed this request and concurs in the necessity of the lands for use on a Federal or Federally eligible project pursuant to the provisions of Title 23 U.S.C. Section 107(d) or 317.

Original Transmission from ADOT:

To: *(Name)*, Realty Officer
Subject: BLM Lands Appropriation Concurrence (Amended)

PROJECT: *(Insert)*
HIGHWAY: *(Insert)*
SECTION: *(Insert)*
ADOT PARCEL #: *(Insert)*
BLM SERIAL #: *(Insert)*

The Arizona Department of Transportation has determined a public need to acquire additional lands for the above referenced highway project. The project originally consisted of the acquisition of *(insert acreage)* acres from lands under the jurisdiction of the Bureau of Land Management (BLM) *(Field Office Name)*. This proposed additional appropriation will require the acquisition of approximately *(insert acreage)* acres. Calculations will be confirmed prior to submitting the formal Amended Application for Highway Right of Way.

It has been determined during construction that additional lands will be needed for *(insert explanation for additional requirements)*. It has been confirmed that the original environmental clearance *(is sufficient to cover this area OR has been updated to reflect the additional area)*. It is imperative that construction continue without delay. Inasmuch as there is insufficient time to prepare the Right of Way Plans and follow the normal appropriation process, we have discussed the issues with BLM and have determined the need to proceed with a request for temporary access to continue with construction within the amended right of way.

We hereby request your concurrence of public necessity. Your concurrence will allow us to proceed with the request for the right to enter and construct on the federal lands identified on the attached design sheet for this project. It will also allow us to proceed with the amended application once the appropriate documents have been prepared. Your office will be provided with a copy of the formal request and all supporting documents at the time of application.

(NAME) Acquisition Agent
C: *(Name)*, *(Field Office)*, Bureau of Land Management

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Exhibit 9.28 – E-Mail to BLM for Amended Appropriation

Exhibit 9.28 E-mail to BLM for Amended Appropriation

(The following is sample text for ADOT's e-mail to BLM requesting right to enter and construct)

Please consider this a formal request from the Arizona Department of Transportation for temporary access to the BLM managed lands identified below for the purpose of construction. An explanation of the need and concurrence from the FHWA is provided below.

Original Transmission from FHWA:

The Federal Highway Administration has reviewed this request and concurs in the necessity of the lands for use on a Federal or Federally eligible project pursuant to the provisions of Title 23 U.S.C. Section (107(d) or 317).

To Return to This Section Exhibits ~ [Click Here](#)

Exhibit 9.29 – BLM Immediate Right of Entry/Notice to Proceed – Amended Appropriation

(The following is sample text for the BLM e-mail to ADOT authorizing the right to enter and construct.)

Please accept this e-mail as Bureau of Land Management concurrence that an additional *(insert acreage)* acres, more or less, is needed for construction of the above reference highway project.

Please accept this e-mail as immediate Right of Entry / Notice to Proceed.

ADOT shall confine its additional construction activities to those areas between Station *(insert stationing)* as shown on the plans, and within the area of *(previous OR the updated)* environmental clearance.

Upon completion of revised Right of Way plans ADOT, BLM and FHWA will coordinate a revised submission.

Thank you.

C: *(Name)*, Realty Officer, FHWA

Original Transmission from ADOT:

Please consider this a formal request from the Arizona Department of Transportation for temporary access to the BLM managed lands identified below for the purpose of construction. An explanation of the need and concurrence from the FHWA is provided below.

To Return to This Section Exhibits ~ [Click Here](#)

Exhibit 9.30 – Amended Appropriation Request

Exhibit 9.30 Amended Appropriation Request

Current Letterhead

*(Bureau of Land Management Field Office)
(Street Address)
(City, State, Zip Code)*

RE: AMENDMENT TO APPLICATION FOR HIGHWAY RIGHT OF WAY
PROJECT: *(ADOT Project and Tracs Number)*
HIGHWAY: *(ADOT Highway Designation)*
SECTION: *(ADOT Section Designation)*
PARCEL #: *(ADOT Parcel Number)*
BLM SERIAL #: *(BLM Serial Number)*

Dear *(Field Office Manager)*:

Application is hereby made by the State of Arizona, acting by and through its Department of Transportation (ADOT), for a federal land transfer located within the jurisdiction of your Field Office in *(County)* County, pursuant to the provisions of Section 107(d) or 317 of Title 23, U.S.C. This request is an amendment to our original application for appropriation sent *(Date)* and is identified on the Right of Way Plans for this project updated to *(enter date of plan sheet update that reflects the change)*.

This right of way is needed for the construction, operation and maintenance of the above-referenced highway project and is in the best interest of public safety, necessity and convenience.

Enclosed is a copy of the updated Right of Way Plans, the Highway Easement Deed and a copy of the e-mail from FHWA to ADOT concurring that the lands are necessary for the project.

The area depicted contains approximately *(number of acres)* acres and is described as:

REFER TO ATTACHED EXHIBIT(S)

(Gila & Salt River Base and Meridian)

(BLM Field Office)

(R/W Parcel #)

(Date)

Page 2

This project is being completed in accordance with the specific conditions as agreed to during the environmental, design and construction phases. The Federal Highway Administration (FHWA), Arizona Division, has determined that the lands shown are reasonably necessary for use on a Federal Highway administered project and has concurred with this request (see attached e-mail correspondence). If the appropriation of these lands is not contrary to public interests, or inconsistent with the purpose for which such lands have been acquired, please provide your Letter of Consent authorizing the transfer of this land directly to ADOT, with a copy to FHWA. Upon receipt of your Letter of Consent, the HED will be sent to FHWA for execution.

If you have any questions, you may contact me in writing at Arizona Department of Transportation, Right of Way Acquisition Section, 205 South 17th Avenue – 612E, Phoenix, Arizona 85007-3213, via e-mail at *(e-mail address)* or call me at *(telephone number)*. Thank you for your consideration.

Sincerely,

(Agent Name)

Right of Way Agent

Enclosures

Cc: (w/enc.): *(Realty Officer Name)*, Realty Officer
FHWA, Arizona Division

Exhibit 9.31 – Amended Letter of Consent (BLM Document)

Exhibit 9.31 Amended Letter of Consent (BLM Document)

Draft Amended Letter of Consent for Linear Rights-of-Way BLM LETTERHEAD

AZA-_____

Project:_____

Highway:_____

Section:_____

Parcel:_____

RE: Amendment to Letter of Consent dated *(Date)*

Date

Division Administrator
Federal Highway Administration
One Arizona Center, Suite 410
400 E. Van Buren
Phoenix, AZ 85004

Dear _____:

Request has been received for the appropriation of BLM-managed lands within the State of Arizona for use by the State of Arizona, acting by and through its Department of Transportation for *(Enter project Name)* pursuant to U.S.C. Title 23: Highways, Section 317 or Section 107(d).

The area requested lies in the following Sections in *(Enter County(s))* as shown on the map titled *(Enter Project Name)* and updated to *(Enter date of last change to ROW plans– provided by ADOT in letter request)*

In accordance with the provisions of the Interagency Agreement No. AA-851-IA2-40, dated July 27, 1982, between the Bureau of Land Management (BLM) and the Federal Highway Administration (FHWA), the BLM agrees to the appropriation and transfer of the above-described lands for the foregoing purpose. This appropriation is subject to: the standard conditions of appropriation contained in the Memorandum of Understanding between Arizona Department of Transportation (ADOT), Federal Highway Administration (FHWA) and Bureau of Land Management (BLM) dated April 23, 2003, as subsequently amended, and supplemented by the Operating Agreement (Appendix C), and all other specific conditions as agreed to during the environmental and design and construction phases.

Sincerely,

[NAME]
Field Manager

cc: Realty Officer, FHWA, Arizona Division
Right of Way Agent, ADOT

To Return to This Section Exhibits ~ [Click Here](#)

Exhibit 9.32 – Re-recording Face Sheet/Corrective Document

When recorded return to
ARIZONA DEPARTMENT
OF TRANSPORTATION
R/W OPERATIONS SEC.
205 S. 17TH AVE., MD 612E
Phoenix, AZ 85007-3212

This space reserved for recording information

STATE OF ARIZONA
DEPARTMENT OF TRANSPORTATION

CORRECTIVE DOCUMENT

PARCEL NUMBER:

This instrument is being recorded for the sole purpose of correcting the legal description contained in that certain [[type of document]] recorded on [[date]], in [[instrument #]], records of [[county]] County, Arizona.

delin:cor_doc

Exhibit 9.33 – Donation Offer Letter



Infrastructure Delivery and Operations

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

DATE:

CERTIFIED MAIL OR HAND DELIVERED Certified Mail Receipt #

RE: Project:
Highway:
Section:
Parcel:

Dear _____ :

Thank you for your generous offer to donate that certain real property described in Exhibit ‘A’ in the enclosed documents for public use or benefit. In order to comply with your request, we have enclosed for your review and approval the necessary documents to transfer the property to the State and to reaffirm that you are doing so voluntarily and without benefit of monetary compensation.

Accordingly, please sign all documents on the appropriate lines provided and in cases where notarization is indicated, have your signature(s) acknowledged before a notary public. The documents marked “Your Copy” may be retained for your records. A self-addressed envelope is provided for your convenience.

If you have any questions, require assistance or need additional information, please contact me at 205 South 17th Avenue, MD 612E, Phoenix, Arizona 85007, or call 602-712-_____. You may also reach me at my email address: _____@azdot.gov. Thank you for your consideration.

Sincerely,

_____, Right of Way Agent
Right of Way Group

Attachment/Enclosures

Exhibit 9.34 – Donation Waiver Certification – Corporate

CERTIFICATION

**RIGHT-OF-WAY DONATION
WAIVER OF JUST COMPENSATION**

I, the undersigned authorized representative/officer of _____ (“_____”), hereby certify that the real property described in Exhibit “A” attached hereto and made a part hereof, containing approximately _____ square feet/acres of land, is being donated to the State of Arizona Department of Transportation for public transportation purposes (i.e., _____), and that _____ freely and willingly waives its right to receive an appraisal of the real property and just compensation for said property in accordance with Arizona law.

___ Yes ___ No I wish to receive an appraisal of the real property

GRANTOR:

By _____

(Printed Name)

Its _____

Date _____

NOTARY CERTIFICATION

STATE OF _____)
County of _____) ss.

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, the _____ of _____, personally known to me or proven to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed it.

[Seal] Notary Public _____

Project: _____ Highway: _____
Section: _____ Parcel: _____

*** * PUBLIC NOTICE * ***

PURSUANT TO ARIZONA REVISED STATUTES §28-7098.C, NOTICE IS HEREBY GIVEN THAT THIS PROPERTY HAS BEEN APPRAISED IN ACCORDANCE WITH A.R.S. §28-7096 AND AN OFFER HAS BEEN MADE BY THE STATE OF ARIZONA DEPARTMENT OF TRANSPORTATION TO PURCHASE THE REQUIRED RIGHT OF WAY. ANY PARTY HAVING AN OWNERSHIP, LEASEHOLD, OR OPERATIONAL INTEREST IN THIS PROPERTY THAT HAS NOT YET BEEN CONTACTED MAY OBTAIN FURTHER INFORMATION FROM THE ARIZONA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY GROUP AT:

**ARIZONA DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY GROUP
205 SOUTH 17TH AVENUE – MD 612E
PHOENIX, ARIZONA 85007
TELEPHONE: (602) 712-7701**

08/01/12

Exhibit 9.37 – Disclaimer of Interest for Tenant Owned Improvements/Release of Damages and Disclaimer of Interest

ARIZONA DEPARTMENT OF TRANSPORTATION
RELEASE OF DAMAGES
AND
DISCLAIMER OF INTEREST

WHEREAS, «OwName»

hereinafter the “RELEASOR”, claims an interest in the property described in the attached Exhibit A, (hereinafter the “PROPERTY”); and

WHEREAS the STATE OF ARIZONA, by and through its **Department of Transportation**, hereinafter termed STATE, is acquiring the PROPERTY for the construction of the «Highway_Name» (hereinafter the “HIGHWAY”);

THEREFORE, RELEASOR and STATE, in complete settlement of any and all claims between the parties relating to the PROPERTY and to the construction or operation of the HIGHWAY, do hereby execute this Release of Damages and Disclaimer of Interest.

RELEASOR, for the consideration of the sum of «Amt» DOLLARS paid by STATE, «DoDoes» for «ItHerHisThem» «SelfSelves», «ItHerHisTheir» heirs, successors and assigns, hereby disclaim any and all right, title, and interest in the PROPERTY, together with any improvement or personal property, including crops, thereon, and claims no additional compensation pertaining to STATE’S acquisition of the PROPERTY.

Further, RELEASOR completely releases and forever discharges STATE, its employees, agents and contractors, from any and all claims, demands and causes of action of any nature whatsoever for damages which have occurred or may occur to the PROPERTY, to any land abutting the PROPERTY in which RELEASOR has or may have an interest, and to any improvement to said real property.

SEE EXHIBIT “A” ATTACHED HERETO
AND BY REFERENCE MADE A PART HEREOF.

PROJECT: «Fed ID Number» (if applicable)	LOCATION:	PARCEL: «AuthorDate»
--	------------------	--------------------------------

To Return to This Section Exhibits ~ [Click Here](#)