

RESOLUTION NO. 5566

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, APPROVING THE ACQUISITION OF A FACILITIES EASEMENT FOR THE INSTALLATION OF BUS SHELTER AND AMERICANS WITH DISABILITY ACT IMPROVEMENTS AT THE NORTHWEST CORNER OF CHANDLER BOULEVARD AND HAMILTON STREET IN THE AMOUNT OF \$4000 PLUS CLOSING AND ASSOCIATED COSTS.

WHEREAS, the City of Chandler is seeking to acquire a 168 square foot facilities easement from the owner of property located at the northwest corner of Chandler Boulevard and Hamilton Street, as legally described and depicted in the attached Exhibit "A"; and

WHEREAS, the easement will enable the City to install a bus shelter at this location and make improvements that comply with the Americans with Disabilities Act, improving service and access to a bus route with one of the highest ridership volumes in Chandler; and

WHEREAS, the property owner is willing to grant the facilities easement to the City of Chandler for the purchase price of \$4,000 plus closing and associated costs under the terms and conditions of the purchase agreement attached as Exhibit "B".

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Chandler, Arizona, as follows:

- Section 1. That the City Council of the City of Chandler, Arizona, authorizes and approves the acquisition of a facilities easement on that certain property legally described and depicted in the attached Exhibit "A" for the purchase price of \$4,000 plus closing and associated costs.
- Section 2. That the facilities easement shall be in a form approved by the City Attorney.
- Section 3. That the City's Real Estate Manager, or any City real estate officer acting on the Manager's behalf, is authorized to execute, deliver, and deposit into escrow the purchase agreement attached to this Resolution as Exhibit "B" along with any other documents and instructions necessary to consummate the purchase of said facilities easement.
- Section 4. That the Mayor of the City of Chandler, Arizona, is hereby authorized to execute this Resolution on behalf of the City.

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this ____ day of _____, 2022.

ATTEST:

CITY CLERK

MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 5566 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the ____ day of _____, 2022, and that a quorum was present thereat.

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



EXHIBIT "A"
(Legal Description and Drawing)

EXHIBIT A
Legal Description

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Commencing at the South Quarter corner of said Section 27, from which the Southwest corner of said Section 27 bears S89°47'57"W, a distance of 2635.50 feet;

THENCE along the South line of the Southwest Quarter of said Section 27, S89°47'57"W, a distance of 178.51 feet;

THENCE leaving said South line, N00°12'03"W, a distance of 40.00 feet to the Northerly Right-of-Way line of Chandler Blvd. and the **POINT OF BEGINNING**;

THENCE along said Right-of-Way line, S89°47'57"W, a distance of 15.00 feet;

THENCE leaving said Right-of-Way line, N00°12'03"W, a distance of 7.00 feet;

THENCE N89°47'57"E, a distance of 15.00 feet;

THENCE S00°12'03"E, a distance of 7.00 feet to the **POINT OF BEGINNING**.

Said parcel contains 105 sq. ft. more or less.

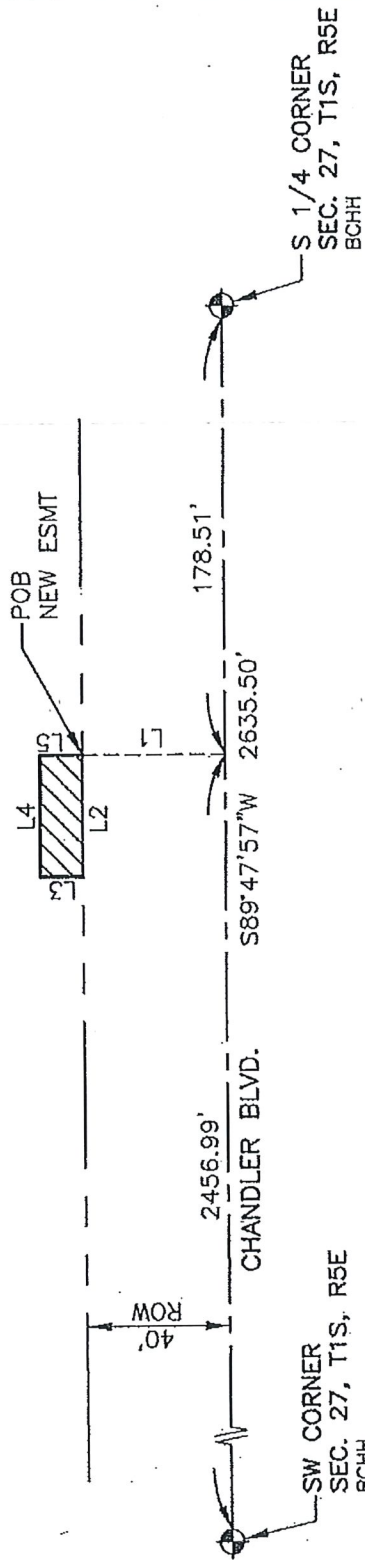


Expires: 9/30/2018

LEGEND

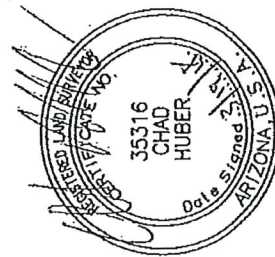
BCHH = BRASS CAP IN HANDHOLE
 POB = POINT OF BEGINNING
 ROW = RIGHT-OF-WAY
 ESMT = EASEMENT
 MCR = MARICOPA COUNTY RECORDER
 ZZZZ = NEW EASEMENT

APN: 302-63-022
 PEREZ-FLORES ALEJANDRO
 DOC. 2016-0559906, MCR



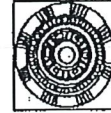
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L5	S00°12'03"E	7.00'

105 SQ.FT. MORE OR LESS



EXPIRES: 9/30/18

EASEMENT EXHIBIT



AZTEC ENGINEERING
 4561 E. McDowell Rd., Phoenix, AZ 85008
 Tel (602) 454-0402 Fax (602) 454-0403
 website: www.aztec.us

DR: CWH	CHK: ADR	SHEET	TOTAL
DATE: 3-8-18	REV:	NO.	SHEETS
SCALE: N/A		1	1

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THENCE N89°47'57"E, a distance of 9.00 feet;

THENCE S00°12'03"E, a distance of 7.00 feet to the **POINT OF BEGINNING**.

Said parcel contains 63 sq. ft. more or less.

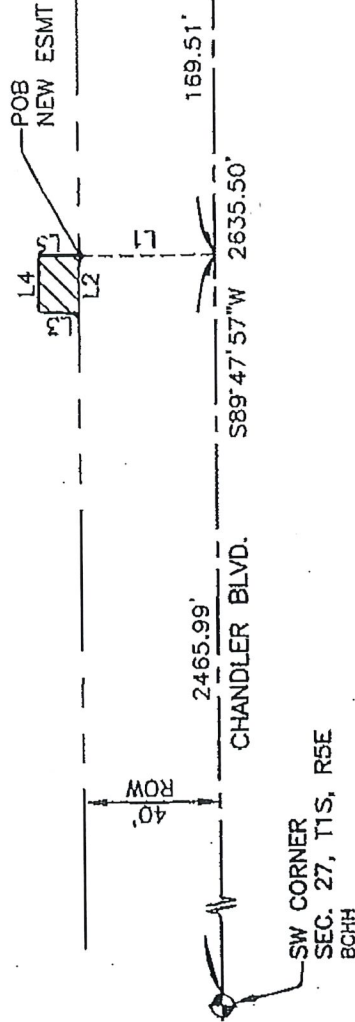


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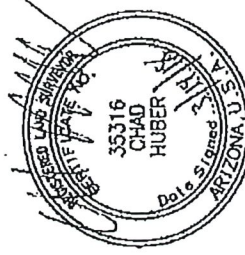
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APN: 302-63-024
 PEREZ-FLORES ALEJANDRO
 DOC. 2016-0559906, MCR



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63 SQ.FT. MORE OR LESS



EXPIRES: 9/30/18

EASEMENT EXHIBIT



DRAWN BY: JCK/ADR
 CHECKED BY: JCK/ADR
 SHEET TOTAL: 1
 NO. SHEETS: 1

SCALE: N/A

EXHIBIT "B"
Purchase Agreement

PURCHASE AGREEMENT

SELLER: Alejandro Perez-Flores, an unmarried man, who acquired title as
Alejandro Perez-Flores, a married man
598 E. Chandler Blvd
Chandler, Az 85225
Phone: (480) -798-9884

BUYER: City of Chandler, an Arizona municipal corporation
Mail Stop 407
P.O. Box 4008
Chandler, Arizona 85244-4008
Attn: Erich Kuntze, Real Estate Manager
Phone: (480) 782-3397
Fax: (480) 782-3365

Escrow Agent: Fidelity National Title Agency
14000 North Pima Road, Suite 100
Scottsdale, Az 85260
Attn: Holly Stapley, Branch Manager
Phone: (480) 214-4545
Fax: (480) 546-3581
hstapley@fnf.com

Escrow No.: _____

Date: _____

1. Agreement. This Purchase Agreement, together with Escrow Agent's printed form Escrow Instructions, constitutes a binding agreement for the purchase and sale of the Property (defined below) and defines the terms of escrow with Escrow Agent, who shall also serve as title insurer. If there is any conflict or inconsistency between the printed form escrow instructions and this Purchase Agreement, this Purchase Agreement shall prevail.

2. Property Included in Sale. Collectively, all of the following comprises the "Property": the "Real Property", which includes a facilities easement over, under, through and across that certain land described in attached Exhibit "A".

3. Purchase Price. The "Purchase Price" shall be in the total amount of ^{FOUR} ~~THREE~~ THOUSAND DOLLARS AND NO/100 DOLLARS (\$3,000.00), payable at Close of Escrow.
Thousand Dollars And NO/100 DOLLAR (\$4000.00)

4. Escrow. Escrow shall open upon receipt by Escrow Agent of a fully executed and approved copy of this Purchase Agreement and shall close at Escrow Agent's office at the above-stated address no later than ten (10) days after all title requirements and Buyer's contingencies have been met, or at such other place, date or time as may be agreed in writing by the parties.

5. Escrow Documents. Within five (5) days after Buyer delivers a fully executed copy

of this Purchase Agreement to the Escrow Agent, Seller shall deliver to Escrow Agent the general warranty deed and/or easements required to grant or convey the Real Property to Buyer, each of which shall be in form and substance as provided to Seller with the written offer to purchase or as otherwise deemed satisfactory to Buyer. At least one (1) business day prior to Close of Escrow, Seller shall provide a non-foreign certificate, estoppel certificate, IRS Form W-9, and other documents satisfactory to Buyer and/or Escrow Agent and sufficient to allow title insurance to issue and to allow Buyer unimpeded use of the Property for its intended public use.

6. Closing Items. At Closing, Escrow Agent shall deliver to Buyer or record, as appropriate, (i) all deeds and easements to convey or grant the Real Property to Buyer; (ii) all documents necessary to satisfy requirements for this escrow; and (iii) a closing or settlement statement indicating a true and correct disbursement of funds collected from the Seller and Buyer in connection with the escrow. Escrow Agent shall also disburse funds in accordance with the terms of this Purchase Agreement and shall issue in favor of Buyer a standard owner's policy of title insurance in an amount equal to the Purchase Price to be paid by Buyer, subject to (i) usual exceptions, conditions, and stipulations contained in the printed form of such a policy, and (ii) those title defects or exceptions as are deemed acceptable to Buyer per paragraph 7 below.

7. Buyer's Contingencies. Buyer's obligation to close is contingent upon: (i) Buyer's authorized representative or counsel advising Escrow Agent that the status of title is acceptable or that Buyer will waive any objections thereto; (ii) Seller not encumbering the Property in any way from date of this agreement through close of escrow; (iii) Seller providing consents to easements, lease releases or estoppels regarding tenants where deemed necessary by Buyer for its protection; (iv) completion of the Review Period (defined below).

8. Review Period. Buyer shall have until 5:00 p.m., Arizona time, sixty (60) days after Escrow opens (the "Review Period"), in which to review title matters, investigate environmental issues, survey, inspect, and examine the Property at any time with any persons who it shall designate, including engineers and soil testing personnel. Seller shall permit access to the Property by Buyer and its agents for these purposes. In the event Buyer, after conducting such inspections, investigations, and tests, in its sole discretion, determines that the Property is not suitable for its purposes, it may elect at any time prior to the end of the Review Period to cancel this Agreement by written notice to Seller and Escrow Agent, who shall, without further instruction from either party or any other person, promptly return any documents deposited hereunder to the appropriate party, and this Agreement shall thereafter have no further force or effect. If Buyer does not elect to cancel under this paragraph within the Review Period, then the Closing shall occur on the date specified above, provided that all contingencies, including status of title requirements, are met.

9. Seller's Representations and Warranties. Seller represents and warrants to Buyer that Seller has the full power, authority and legal capacity to execute, deliver, and perform this Agreement and all related documents or instruments. No work has been performed or is in progress at the Property and no materials have been furnished to the Property, which might give rise to a mechanic's or materialman's lien against the property. Seller is not aware of the presence of any subsurface improvements (e.g., septic systems, storm cellars, wells, storage tanks) within the area that comprises the Real Property, except for such improvements as Seller has specifically disclosed to Buyer or about which Seller has provided information to Buyer to assist in locating same. These

representations and warranties shall be true as of the date of this Agreement and at Closing.

10. Costs and Prorations, Risk of Loss, Further Assurances. Buyer shall pay all escrow fees, title policy premiums and recording fees. All other expenses shall be split as is customary. Risk of loss is on Seller until close of escrow. Each party shall take any further acts and shall execute further documents as reasonably necessary to carry out the intent and purpose of this Purchase Agreement.

11. Waivers, Title Insurance Option. Buyer may waive escrow and/or title insurance, and in such event the conveyance or grant will be direct to Buyer and payment will be made concurrently direct to Seller. Buyer, at its option and cost, may obtain extended coverage title insurance.

12. Notices. All notices, consents, approvals, and waivers required or permitted hereunder shall be given in writing and shall be effective upon personal delivery or direct facsimile transmission, or two (2) business days after being deposited with the U.S. Postal Service, registered or certified, return receipt requested, postage prepaid, or one (1) business day after being deposited with any commercial air courier or express service to the parties at their addresses noted above.

13. Removal of Improvements: The parties hereby acknowledge and agree that the Purchase Price does not include certain improvements, including without limitation, private signs, lights, and irrigation/sprinkler facilities, that are capable of being removed and relocated by the Seller (the "Relocatable Improvements"), but does include an amount for the reasonable cost of removal and relocation of such Relocatable Improvements. Seller shall remove and relocate any such Relocatable Improvements from the Real Property, including from the area of any permanent easements being acquired, together with any of Seller's equipment or personal property located thereon, on or before the date on which the Buyer acquires title or easement rights in the Real Property or within thirty (30) days after the date on which Buyer obtain an Order of Immediate Possession in a court of law for the Real Property, whichever date first occurs. Seller shall be responsible for obtaining any permits necessary to accomplish such relocation. If Seller does not remove the Relocatable Improvements from the Real Property within the required thirty (30) day period, and Buyer desires to remove the Relocatable Improvements, Buyer will either: (a) acquire and pay for the value of the Relocatable Improvements as required by law; or (b) remove the Relocatable Improvements and place them on other land owned by Seller or in storage, provided Seller, in writing, (i) requests such action, (ii) authorizes Buyer to enter Seller's land for such purpose or to store the Relocatable Improvements, (iii) expressly holds Buyer harmless from any damages for injury to persons or property arising from this activity, and (iv) agrees to a reduction in the compensation equal to the cost incurred by Buyer in performing such activity.

14. Modification. This Agreement may not be modified unless it is in writing and signed by all parties hereto.

15. Time of Essence, Council Approval. Time is of the essence. Approval of Buyer's governing body, i.e. City Council, is required for this Purchase Agreement and is a contingency to closing. Said approval shall be indicated by the signature of the Mayor of the City of Chandler, or official acting in said capacity, on this Purchase Agreement, or by a Resolution of the City Council ratifying the execution of this Purchase Agreement by the agent of the Buyer signing below.

16. Exhibits. The Exhibits referred to herein and attached hereto are incorporated herein by this reference.

17. Litigation Expenses and Attorneys' Fees. In the event of litigation involving this Agreement, the prevailing party in any such action or proceeding shall be entitled to recover its costs and expenses incurred in such action from the other party, including reasonable attorney's fees as determined by the judge of the court.

18. Entire Agreement. This Agreement constitutes the entire agreement between the parties written and verbal.

19. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but if any provision shall be deemed invalid or prohibited thereunder, such provision shall be deemed severed from this Agreement and this Agreement shall otherwise remain in full force and effect.

20. Applicable Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Arizona.

21. Counterparts. This Agreement may be executed by the signing in counterparts. The execution of this instrument by each of the parties signing a counterpart hereof shall constitute a valid execution, and this instrument and all of its counterparts so executed shall be deemed for all purposes to be a single instrument.

22. Possession. Upon Closing, possession of the property shall be transferred to Buyer.

23. Full Compensation. The consideration expressed herein is accepted by Seller as full compensation for the Real Property being acquired by Buyer, and in settlement of all injury or damage to Seller's remaining abutting property arising as a consequence of this acquisition by Buyer.

24. This Agreement is subject to cancellation for conflict of interest under A.R.S. 38-511.

Seller: Alejandro Perez-Flores, an
unmarried man, who acquired title as
Alejandro Perez-Flores, a married man

Buyer: City of Chandler, an Arizona
municipal corporation.

By: Alejandro Perez-Flores
Alejandro Perez-Flores

By: _____

Its: _____

Accepted this _____ day of _____, 2022.

Escrow Agent: Fidelity National Title

By: _____

Its: _____

APPROVAL AS TO FORM

[Signature]
CITY ATTORNEY

EXHIBIT A
Legal Description

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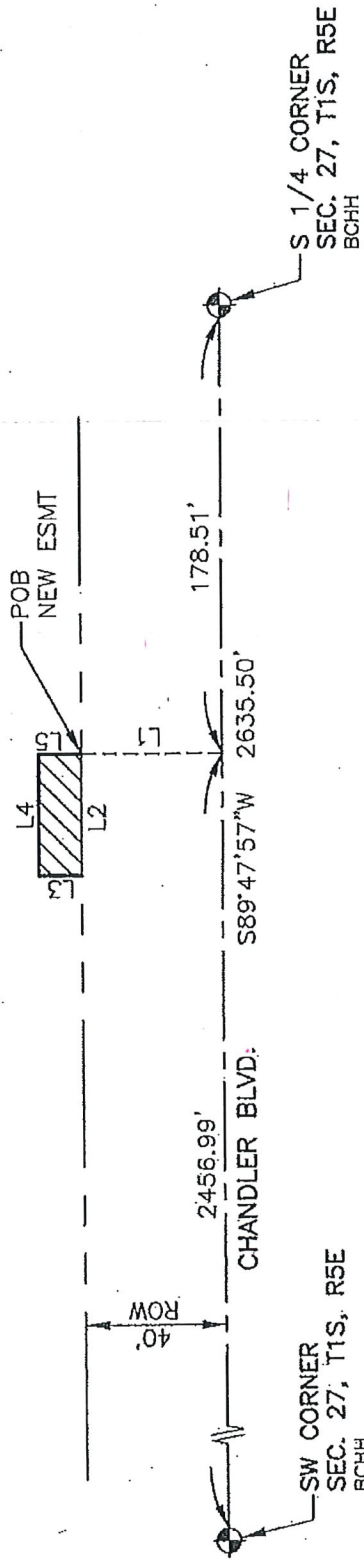


Expires: 9/30/2018

LEGEND

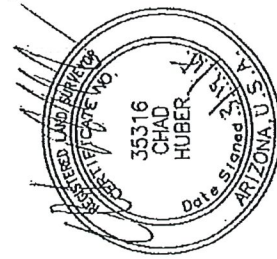
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APN: 302-63-022
 PEREZ-FLORES ALEJANDRO
 DOC. 2016-0559906, MCR



LINE TABLE		
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105 SQ.FT. MORE OR LESS



EXPIRES: 9/30/18

EASEMENT EXHIBIT



DR: CMH	CHK: ADR	SHEET TOTAL
DATE: 3-8-18	REV:	NO. SHEETS
SCALE: N/A		1 1

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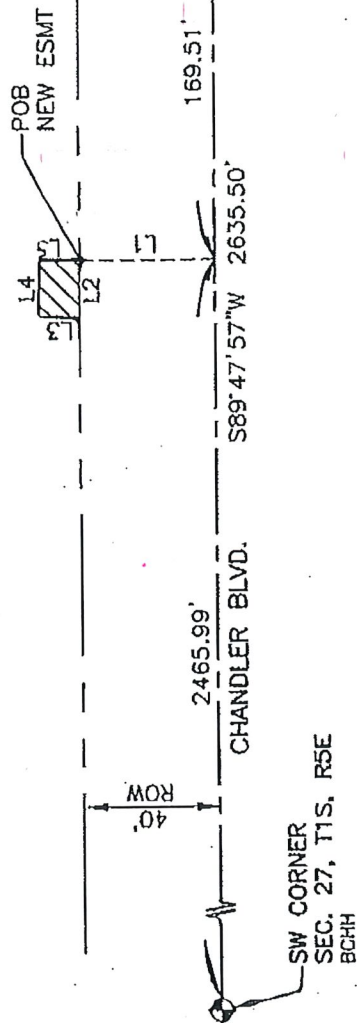


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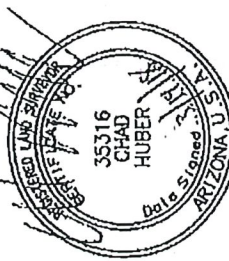
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4551 E. McDowell Rd., Phoenix, AZ 85008
 Tel: (602) 454-0402 Fax: (602) 454-0403
 Website: www.azteceng.us

DR: CWH CK: ADR
 SHEET TOTAL
 NO. SHEETS

SCALE: N/A

1 1