

ORDINANCE NO. 024-08

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE EXECUTION OF A PURCHASE AGREEMENT FOR TRANSFER OF PROPERTY AND A TEMPORARY CONSTRUCTION EASEMENT WITH MARICOPA COUNTY AT THE SOUTHWEST CORNER OF 99TH AND NORTHERN AVENUES IN SUPPORT OF THE NORTHERN PARKWAY PROJECT AND DIRECTING THE CITY CLERK TO RECORD A CERTIFIED COPY OF THIS ORDINANCE.

WHEREAS, in 2008, the City of Glendale entered into an Intergovernmental Agreement (IGA) with Maricopa County, the City of El Mirage, and the City of Peoria for improvements to Northern Parkway from SR303 to US 60 (Grand Avenue); and

WHEREAS, the City has satisfied a portion of its financial obligation to the project by purchasing real property in support of the project at the southwest corner of 99th and Northern Avenues; and

WHEREAS, it is in the public interest for the City to transfer a portion of this real property and grant a temporary construction easement to Maricopa County in support of the construction of Northern Parkway from 99th Avenue to 87th Avenue; and

WHEREAS, the city will be retaining approximately 13.42 acres of the 15.82 acre parcel which may be disposed of in the future; and

WHEREAS, the City Clerk of the City of Glendale has caused a notice for transfer of this property to be published in the Arizona Republic on March 20, 2024, and March 27, 2024, and posted at the Glendale Civic Center for twelve (12) consecutive days as required by the Glendale City Code, Section 2-167.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That the City Manager of the City of Glendale is hereby authorized and directed to enter into the attached Purchase Agreement and Temporary Construction Easement with Maricopa County and execute the necessary documents to complete the transfer of the property described in Exhibit "A" attached hereto and incorporated herein.

SECTION 2. That the City Clerk is instructed and authorized to forward a certified copy of this ordinance for recording to the Maricopa County Recorder's Office.

SECTION 3. That the provisions of this ordinance shall become effective thirty (30) days after passage of this ordinance by the Glendale City Council.

(Signatures on following page)

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this 9th day of April, 2024.

Mayor Jerry P. Weiers

ATTEST:

Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

REVIEWED BY:

Kevin R. Phelps, City Manager



ELECTRONIC MAIL

January 11, 2024

City of Glendale, an Arizona municipal corporation
Attn: Jayme Chapin
5850 W. Glendale Ave, Suite 315
Glendale, Arizona 85301

Project: TT0372 Northern Parkway
Termini: 99th Ave-87th Ave
Parcel No.: 142-60-005N & 005S
Item No.: D24434 (TD)

Dear Ms. Chapin:

The Maricopa County Department of Transportation (MCDOT) is completing plans for the TT0372 Northern Parkway Project. The project will widen Northern Avenue from 99th-87th Avenue to include a Diverging Diamond Interchange at the Loop 101 to help improve connectivity between the west and east valley. As part of this vital transportation project, it will be necessary to acquire Fee Simple Land along with a Temporary Construction Easement (TCE) on a portion of the property you represent for the roadway widening and construction of this project. The required land rights (Fee and TCE) are described and depicted in the exhibits attached to their respective conveyance documents included in this offer package.

An appraisal of the required right of way area has been completed by Glover Valuation Group and has been reviewed by Axia Appraisal Services. This appraisal represents "Market Value" and has been approved as just compensation for the required right of way. A copy of the appraisal is enclosed for your review.

Acquisition Areas:

Fee Simple Land 104,647 Sq. Ft. x \$10.50 s.f. = \$1,098,793.50

Temporary Construction Easement**

19,932 Sq. Ft. x \$10.50 s.f. x 90% x 10% x 2 years= \$37,672.00

Site Improvements:

- Hybrid Fan Palm Tree (20+ feet tall) \$140,975.00



MARICOPA COUNTY

REAL ESTATE

- Mesquite/Acacia Tree (15+ feet tall)
- Mesquite/Acacia Tree (±12 to ±15 feet tall)
- Palo Verde Tree (±12 to ±15 feet tall)
- Parking Lot Improvements 21,750 l.f
- Chain Link Fencing 35 l.f

Total **\$1,277,440.50**

Total Compensation in accordance with the IGA **\$0.00**

In accordance with Intergovernmental Agreement (IGA) recording number 2008-1088049 compensation will not be rendered as the City of Glendale is a participating partner in the Northern Parkway Project and required to provide a local match.

Maricopa County Real Estate Department is proud to provide a secure, convenient, environmentally conscious, and time efficient paperless option to complete your transaction with the use of your computer, tablet, or cell phone. To accept your offer within 30 days of receipt of this package, please contact your Agent to schedule your Remote Online Notary session.

What is Remote Online Notary:

To expedite the process, use our Notary service through DocuSign. This is a remote notary service which allows Real Estate Department to notarize documents from their computer. (see page 4 for details)

Upon receipt of the signed documents, an escrow account will be established at Security Title Agency. As a matter of policy, MCDOT will pay all title & escrow fees associated with the purchase.

Please call me at 602-506-4883 or email me at tangella.diaz@maricopa.gov if you have any questions.

Sincerely,

Tangella Diaz

Tangella Diaz
Senior Right of Way Agent
Maricopa County Real Estate Department

DOCUMENT CHECKLIST

The attached documents require your signature, initials, or completion in order to accept this purchase offer. Please contact me to schedule the Remote Online Notary appointment within 30 days of receipt of this package.

Please sign the following in acceptance of the offer:

- | | |
|--|---|
| <input checked="" type="checkbox"/> Purchase Agreement & Escrow Instructions | <input type="checkbox"/> Request & Authorization for Reconveyance |
| <input type="checkbox"/> Supplemental Escrow Instructions | <input checked="" type="checkbox"/> Right of Way Agreement |
| <input type="checkbox"/> W-9 Form (Complete needed information and sign) | <input type="checkbox"/> Right of Entry for _____ |

Please sign before a Notary Public to have your signature acknowledged:

- | | |
|---|---|
| <input checked="" type="checkbox"/> Warranty Deed | <input type="checkbox"/> Drainage Easement |
| <input type="checkbox"/> Quit Claim Deed | <input type="checkbox"/> Utility Easement |
| <input type="checkbox"/> Disclaimer Deed | <input type="checkbox"/> Slope Easement |
| <input type="checkbox"/> Release Document | <input checked="" type="checkbox"/> Temporary Construction Easement |
| | <input type="checkbox"/> Consent to Easement |

Please complete:

- | | |
|--|--|
| <input type="checkbox"/> Statement of Identity | <input type="checkbox"/> 1099-B Report Filing Statement |
| <input type="checkbox"/> Third Party Authorization | <input type="checkbox"/> Proof of signing authority – partial Corporation minutes. |

Enclosed for your records (need not be returned):

- | | |
|--|---|
| <input checked="" type="checkbox"/> Preliminary Title Report – Portion | <input checked="" type="checkbox"/> Owner's Copy of Documents |
| <input checked="" type="checkbox"/> Property Appraisal or Market Valuation | |

Items Needed for Online Notary Process:

1. Email address for each signer
2. Computer, tablet, or cellphone for each signer
3. Webcam and microphone on your computer
4. Stable audio, video and network connection for live session
5. Cell phone with camera, internet connection and texting ability.

Forms of Identification Needed:

1. Identification Card, Valid Driver's License or Passport

How the Process Works?

- Schedule an appointment with your Agent outside of DocuSign system
- DocuSign will run a system check on each participant's computers
- Notary will enter session and start recording which will send an email to the signer asking to "Join Notary Session"
- Next, it will prompt you to fill out necessary information for Identity Verification. Signer will have 2 minutes to successfully complete this process
- It will then prompt signer to verify what kind of identification you will be using
- You will then be guided through the process of using your mobile device to receive a text message and upload a picture, front/back, of identification being used for this session
- Once ID has been verified it will instruct you to go back to your computer and continue with notary session
- Notary will review information and allow the signer into the live recorded session
- Notary and signer can discuss the document prior to notarization. Once both parties are ready to begin the Notary will click save and notarize
- Notary will begin completing their Notarial Journal
- Signer will then be able to sign the document
- Notary will then complete document by signing/notarizing and will be able to conclude the recorded session at this time

Notarize How to Video: <https://www.docusign.com/products/notary>

Maricopa County
Purchase Agreement and Escrow Instructions

Title Company	Security Title Agency	Date	January 8, 2024
Address	4722 N. 24 th Street	Phone	602-230-6271
City	Phoenix, Arizona 85016	Fax	602-926-0452
Escrow Officer	Jason Bryant	Email	jbryant@securitytitle.com
Escrow No.	15210630-015-JB6-SW		
Grantor:	City of Glendale, an Arizona municipal corporation	Phone:	623-930-3654
Contact	Jayme Chapin	Phone:	
Mailing Address:	5850 W. Glendale Ave, Suite 315	Email	jchapin@glendaleaz.com
City, State Zip	Glendale, Arizona 85301		

Grantee: Maricopa County, a political subdivision of the State of Arizona	
Mailing Address:	Real Estate Department, 2801 W. Durango Street, Phoenix, Arizona 85009

MARICOPA COUNTY shall pay directly to the Grantor, or deposit with the Title Company if escrowed, the purchase price plus all lawful costs incidental to closing as follows:		Sub-Object Code	Charges and Disbursements to be paid from Grantor's funds as follows (check all that apply):	
Escrow Fees	TBD		<input type="checkbox"/> Total Acquisition of Grantor's Property: Full release of all monetary liens and encumbrances, and leases of any kind.	
Title Policy Fees	TBD		Pay in full all due and delinquent real property taxes and general and special improvement assessments. 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.	
Title Report				
Title Report Credit				
Total Escrow & Title Fees	TBD	14	<input checked="" type="checkbox"/> Partial Acquisition of Grantor's Property: Partial release of all monetary liens and encumbrances, and leases of any kind. At the discretion of Maricopa County, pay due and delinquent property taxes and general and special improvement assessments, including full payment of taxes and assessments on individual assessor parcels within Maricopa County's partial acquisition, and any Certificate(s) of Purchase. The current year's taxes shall <u>not</u> be prorated regardless of the closing date.	
Recording Fees:				
Release & Reconveyance				
Release of Lease				
Total Recording Fees	TBD	14	<input type="checkbox"/> Easement(s): Consent to easement(s) by secured party(ies).	
Other Charges:			<input type="checkbox"/> Other Disbursements:	
Release Fees				
Consent Fees				
S.R.V.W.U.A.				
Taxes -Prorated				
Total Other Charges	TBD	14		
Sub Total				
Land*	\$0.00			
Easements*				
Improvements*				
Cost to Cure***			Right of Way Contract Exhibit " C "	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
TCE/DWTCE/ROE***				
Total Purchase Price	\$0.00			
Total Escrow & Title Costs		TBD	14	
Total Compensation (minus any funds paid outside of escrow)		\$0.00		
TOTAL WARRANT**		TBD		

*Escrow and title policy fees based on this amount only.

**Sum of "Total Closing Costs" and "Total Compensation" only.

*** P.O.C Paid outside of closing/Recorded Outside of Escrow

Project Name:	Northern Parkway 99 th Ave-87 th Ave	Project Number:	TT0372
Assessor Parcel No.:	142-60-005N & 005S	Item No.	D24434
Right of Way Agent:	Tangella Diaz	Telephone #	602-506-4883

The GRANTORS and GRANTEE, having executed a conveyance of certain real property rights as described and depicted in the Exhibits A-1, A-2, A-3, A-4, B-1 and B-2, 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 MARICOPA COUNTY, title to said property to be transferred upon execution of the conveyance by the MARICOPA COUNTY BOARD OF SUPERVISORS.

The Escrow Agent shall first apply the purchase price on deposit to satisfy such taxes, Deed of Trusts, leasehold interests, special assessments, and other encumbrances as may be authorized for payment, and the balance thereof shall be paid in accordance with the terms herein.

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 Agent or MARICOPA COUNTY Real Estate Department will be furnished a copy of the GRANTORS' 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 MARICOPA COUNTY."

The Escrow Agent is to request the GRANTORS acknowledge receipt of the amount shown on the closing statement as due GRANTORS. Either a copy of this request or a copy of a signed receipt is to be retained in the escrow file.

MARICOPA COUNTY will pay the costs of the owner's title insurance policy; fees associated with lender releases or loan pay-offs, including endorsements, document preparation, and other expenses related thereto; escrow fees and other charges by escrow companies incidental to the closing of escrow. In the alternative, MARICOPA COUNTY 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 any element of this transaction is not handled through a title company, the conveyance will be delivered directly to MARICOPA COUNTY and payment will be made direct from the GRANTEE to the GRANTORS after approval and acceptance by the MARICOPA COUNTY BOARD OF SUPERVISORS and the final filing and recording of the documents.

It is understood and agreed the consideration expressed herein is accepted by the GRANTORS as full and complete compensation for the interest being acquired. If the acquisition is a partial acquisition from a larger parcel, the consideration also includes; full and complete compensation for all injury or damage to the GRANTORS' remaining lands by reason of their severance from the part being acquired and the construction of the improvements in the manner proposed by MARICOPA COUNTY.

MARICOPA COUNTY agrees to pay and the GRANTORS accepts the payment in full for the property described herein:

- Real property described and depicted in Exhibit A-1, A-2 , A-3 and A-4
- Temporary Construction Easement described and depicted in Exhibit B-1 and B-2
- Improvements located on the property and broken out as follows in Exhibit C

If in the opinion of the Transportation Director it becomes necessary, MARICOPA COUNTY, or its agents, is hereby granted to enter upon the remaining property for the purpose of private structure relocation in kind to the GRANTOR's property, clear of the property described herein, and at no expense to the GRANTORS except as may be herein otherwise agreed.

With respect to the development/redevelopment of the property prior to construction of project TT0372, GRANTORS will be responsible only for the costs of improvements required by the County or a municipality as part of a regulatory approval related to development/redevelopment of the property.

MARICOPA COUNTY shall be responsible to the extent that damage occurs out of MARICOPA COUNTY's occupation of the GRANTORS' property caused by MARICOPA COUNTY's negligence, or by the negligent acts or conduct of its agents, employees, or contractors during the term of MARICOPA COUNTY's temporary occupancy of the property. All claims shall be submitted in accordance with the requirements of ARS 12-821.

This Agreement is subject to cancellation pursuant to A.R.S. § 38-511.

It is further agreed settlement is being made in lieu of condemnation, and therefore not admissible as evidence of value, nor for any other evidentiary purpose, in conjunction with any judicial or administrative proceeding.

GRANTORS: City of Glendale, an Arizona municipal corporation		RECOMMENDED FOR APPROVAL:	ACCEPTED AND APPROVED:
		MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION	MARICOPA COUNTY BOARD OF SUPERVISORS
BY:	Date		
ITS:		Right of Way Supervisor	Chairman of the Board
			ATTEST:
	Date		
		Approved as to form within the powers and authority of the Board of Supervisors	Clerk of the Board of Supervisors
		Deputy County Attorney Date	Date

EXHIBIT “C”

Parcel No. 142-60-005N & 005S

Item No. D24434 (TD)

- Hybrid Fan Palm Tree (20+ feet tall)
- Mesquite/Acacia Tree (15+ feet tall)
- Mesquite/Acacia Tree (±12 to ±15 feet tall)
- Palo Verde Tree (±12 to ±15 feet tall)
- Parking Lot Improvements 21,750 l.f
- Chain Link Fencing 35 l.f

Wood, Patel & Associates, Inc.
602.335.8500
www.woodpatel.com

Revised March 10, 2023
Revised February 28, 2023
January 25, 2023
WP# 215248.80
Page 1 of 3
See Exhibit "A-1"

LEGAL DESCRIPTION
Northern Avenue
Portion of APN 142-60-005N
D24434
Public Right-of-Way

A portion of that certain parcel of land described in Document 2006-0806968, Maricopa County Records (MCR), lying within Section 5, Township 2 North, Range 1 East, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the northeast corner of said Section 5, a 3-inch brass cap in handhole, from which the north quarter corner of said section, a 3-inch brass cap in handhole, bears South 88°54'48" West (basis of bearing), a distance of 2625.89 feet;
THENCE along the north line of said section, South 88°54'48" West, a distance of 107.07 feet;
THENCE leaving said north line, South 01°05'12" East, a distance of 54.91 feet, to the southerly right-of-way line of Northern Avenue and the **POINT OF BEGINNING**;
THENCE along said southerly right-of-way line, South 42°17'34" East, a distance of 75.93 feet, to the west right-of-way line of 99th Avenue;
THENCE leaving said southerly right-of-way line, along said west right-of-way line, South 00°03'16" West, a distance of 92.67 feet;
THENCE leaving said west right-of-way line, North 40°15'22" West, a distance of 74.90 feet;
THENCE South 88°40'14" West, a distance of 134.44 feet;
THENCE North 87°46'34" West, a distance of 288.49 feet;
THENCE South 26°12'42" West, a distance of 32.92 feet, to the west line of said certain parcel of land;
THENCE along said west line, North 00°00'55" West, a distance of 43.90 feet, to said southerly right-of-way line;
THENCE leaving said west line, along said southerly right-of-way line, North 76°45'26" East, a distance of 14.16 feet;
THENCE North 10°44'15" East, a distance of 41.29 feet;
THENCE North 80°23'45" East, a distance of 118.70 feet;

Legal Description
Northern Avenue
Portion of APN 142-60-005N
D24434
Public Right-of-Way

Revised March 10, 2023
Revised February 28, 2023
January 25, 2023
WP# 215248.80
Page 2 of 3
See Exhibit "A-1"

THENCE North 88°54'48" East, a distance of 296.16 feet, to the **POINT OF BEGINNING**.

Containing 40,140 square feet or 0.9215 acres, more or less.

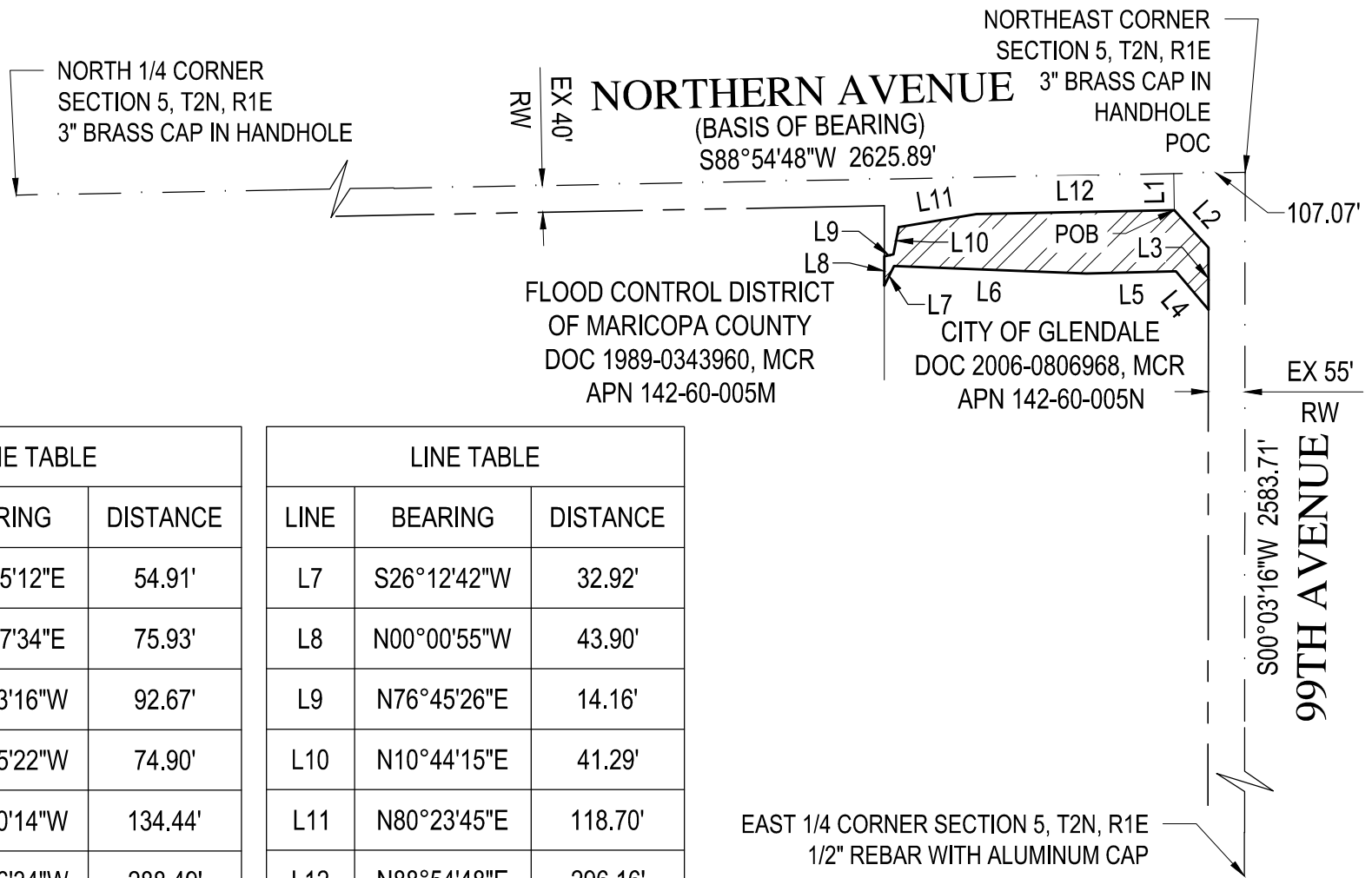
Subject to existing right-of-ways and easements.

This parcel description was prepared without the benefit of survey fieldwork and is based on client provided information. Any monumentation noted in this parcel description is based on said information.

Y:\WP\Parcel Descriptions\2021\215248.80 Northern Ave Portion of APN 142-60-005N D24434 Public ROW L11R02 03-10-23.docx



EXPIRES 12-31-23



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S01°05'12"E	54.91'
L2	S42°17'34"E	75.93'
L3	S00°03'16"W	92.67'
L4	N40°15'22"W	74.90'
L5	S88°40'14"W	134.44'
L6	N87°46'34"W	288.49'

LINE TABLE		
LINE	BEARING	DISTANCE
L7	S26°12'42"W	32.92'
L8	N00°00'55"W	43.90'
L9	N76°45'26"E	14.16'
L10	N10°44'15"E	41.29'
L11	N80°23'45"E	118.70'
L12	N88°54'48"E	296.16'



EXHIBIT "A-2"
 NORTHERN AVENUE
 PORTION OF APN 142-60-005N
 PUBLIC RIGHT-OF-WAY
 REVISED 3/10/2023
 WP# 215248.80
 PAGE 3 OF 3
 NOT TO SCALE
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EXPIRES 12-31-23

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May 11, 2023
WP# 215248.80
Page 1 of 2
See Exhibit
"A-3"

LEGAL DESCRIPTION
Northern Avenue
Portion of APN 142-60-005S
D24434
Public Right-of-Way

A portion of that certain parcel of land described in Document 2013-0667316, Maricopa County Records (MCR), lying within Section 5, Township 2 North, Range 1 East, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the northeast corner of said Section 5, a 3-inch brass cap in handhole, from which the north quarter corner of said section, a 3-inch brass cap in handhole, bears South 88°54'48" West (basis of bearing), a distance of 2625.89 feet;
THENCE along the east line of said section, South 00°03'16" West, a distance of 1118.14 feet;
THENCE leaving said section line, North 89°56'44" West, a distance of 64.81 feet, to the east line of said certain parcel of land and the **POINT OF BEGINNING**;
THENCE along said east line, South 00°03'16" West, a distance of 173.81 feet, to the southeast corner of said certain parcel of land;
THENCE leaving said east line, along the south line of said certain parcel of land, South 88°18'01" West, a distance of 360.14 feet;
THENCE leaving said south line, North 00°00'00" East, a distance of 184.49 feet;
THENCE North 90°00'00" East, a distance of 360.15 feet, to the **POINT OF BEGINNING**.

Containing 64,507 square feet or 1.4809 acres, more or less.

Subject to existing right-of-ways and easements.

This parcel description was prepared without the benefit of survey fieldwork and is based on client provided information. Any monumentation noted in this parcel description is based on said information.

Y:\WP\Parcel Descriptions\2021\215248.80 Northern Ave APN 142-60-005S D24434 Public Right-of-Way L39 05-11-23.docx



EXPIRES 12-31-23

NORTHEAST CORNER SECTION 5, T2N, R1E
3" BRASS CAP IN HANDHOLE
POC

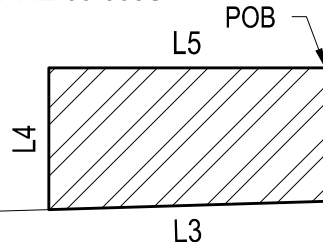
NORTH 1/4 CORNER
SECTION 5, T2N, R1E
3" BRASS CAP IN HANDHOLE

(BASIS OF BEARING)
S88°54'48"W 2625.89'

NORTHERN AVENUE

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N89°56'44"W	64.81'
L2	S00°03'16"W	173.81'
L3	S88°18'01"W	360.14'
L4	N00°00'00"E	184.49'
L5	N90°00'00"E	360.15'

CITY OF GLENDALE
DOC 2013-0667316, MCR
APN 142-60-005S



ARIZONA DEPARTMENT OF
TRANSPORTATION
DOC 1991-0461611, MCR
APN 142-60-006C

EX 65'
RW

1118.14'
S00°03'16"W 2583.71'

99TH AVENUE

EX 55'
RW

EAST 1/4 CORNER SECTION 5, T2N, R1E
1/2" REBAR WITH ALUMINUM CAP

EXHIBIT "A-4"

NORTHERN AVENUE
PORTION OF APN 142-60-005S
PUBLIC RIGHT-OF-WAY

5/11/2023
WP# 215248.80
PAGE 2 OF 2
NOT TO SCALE

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EXPIRES 12-31-23



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Revised March 10, 2023
February 28, 2023
WP# 215248.80
Page 1 of 2
See Exhibit "B-1"

LEGAL DESCRIPTION
Northern Avenue
Portion of APN 142-60-005N
D24434
Temporary Construction Easement

A portion of that certain parcel of land described in Document 2006-0806968, Maricopa County Records (MCR), lying within Section 5, Township 2 North, Range 1 East, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the northeast corner of said Section 5, a 3-inch brass cap in handhole, from which the north quarter corner of said section, a 3-inch brass cap in handhole, bears South 88°54'48" West (basis of bearing), a distance of 2625.89 feet;
THENCE along the north line of said section, South 88°54'48" West, a distance of 106.20 feet;
THENCE leaving said north line, South 01°05'12" East, a distance of 146.63 feet, to the **POINT OF BEGINNING**;
THENCE South 40°15'22" East, a distance of 50.37 feet;
THENCE South 88°54'48" West, a distance of 469.84 feet, to the west line of said certain parcel of land;
THENCE along said west line, North 00°00'55" West, a distance of 25.89 feet;
THENCE leaving said west line, North 26°12'42" East, a distance of 32.92 feet;
THENCE South 87°46'34" East, a distance of 288.49 feet;
THENCE North 88°40'14" East, a distance of 134.44 feet, to the **POINT OF BEGINNING**.

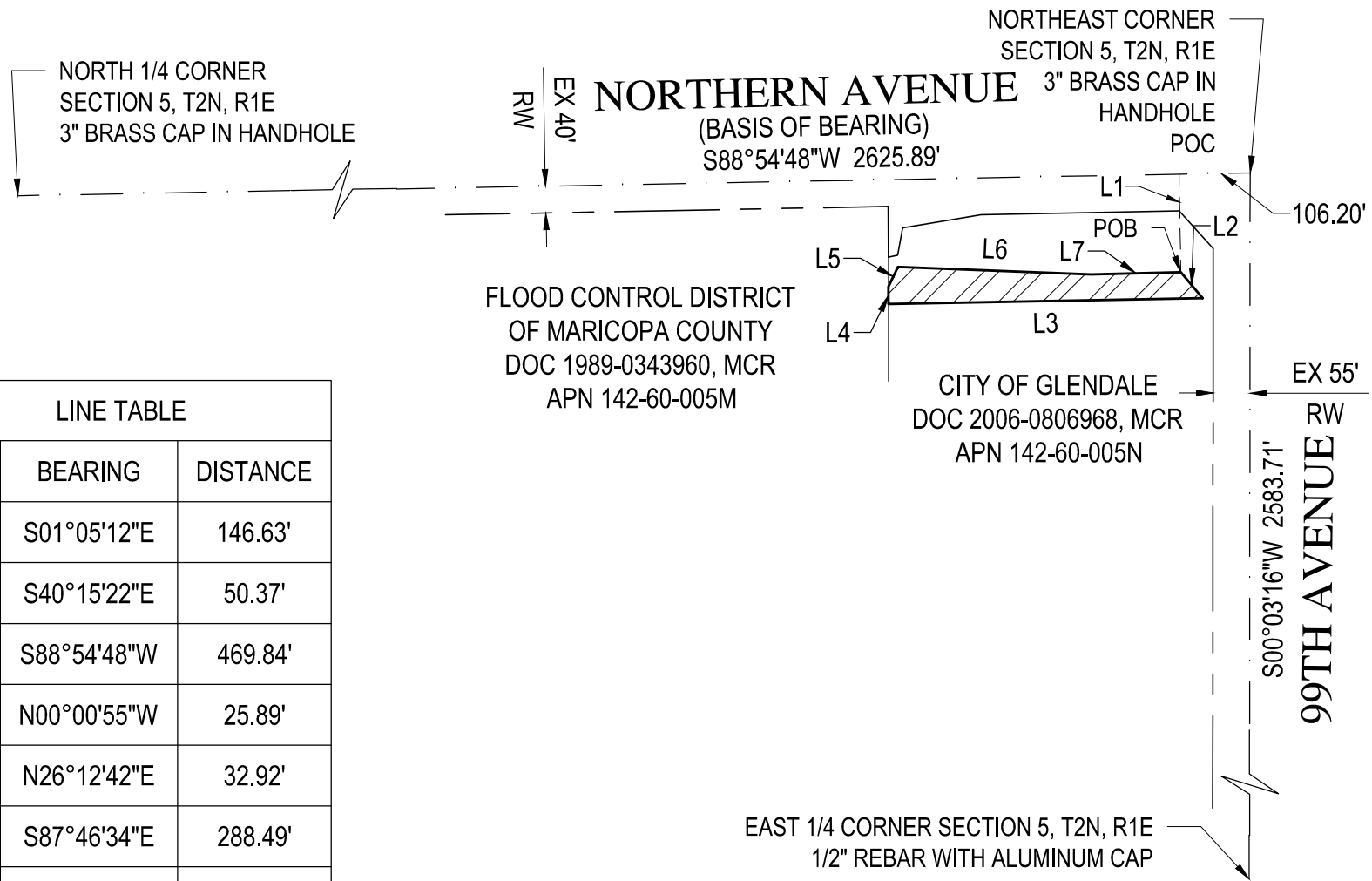
Containing 19,932 square feet or 0.4576 acres, more or less.

Subject to existing right-of-ways and easements.

This parcel description was prepared without the benefit of survey fieldwork and is based on client provided information. Any monumentation noted in this parcel description is based on said information.

Y:\WP\Parcel Descriptions\2021\215248.80 Northern Ave Portion of APN 142-60-005N D24434 TCE L26R01 03-10-23.docx





LINE TABLE		
LINE	BEARING	DISTANCE
L1	S01°05'12"E	146.63'
L2	S40°15'22"E	50.37'
L3	S88°54'48"W	469.84'
L4	N00°00'55"W	25.89'
L5	N26°12'42"E	32.92'
L6	S87°46'34"E	288.49'
L7	N88°40'14"E	134.44'



EXHIBIT "B-2"
 NORTHERN AVENUE
 PORTION OF APN 142-60-005N
 TEMPORARY CONSTRUCTION EASEMENT
 REVISED 3/10/2023
 WP# 215248.80
 PAGE 2 OF 2
 NOT TO SCALE
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WHEN RECORDED RETURN TO:

Maricopa County Real Estate Department
2801 W. Durango Street
Phoenix, AZ 85009

EXEMPT A.R.S. § 11-1134, A3

TD/WJ

WARRANTY DEED

Assessor's Parcel No.: 142-60-005N & 005S
Project No.: TT0372
Project Name: Northern Parkway
Termini: 99th Ave-87th Ave
Item No.: D24434

We, **City of Glendale, an Arizona municipal corporation**, hereinafter called the **GRANTORS**, do hereby convey to **Maricopa County, a political subdivision of the State of Arizona**, hereinafter called the **GRANTEE**, the following real property situated in Maricopa County, Arizona:

SEE ATTACHED EXHIBITS FOR LEGAL DESCRIPTIONS

Subject to current taxes and other assessments, reservations in patents and all easements, rights of way, encumbrances, liens, covenants, restrictions, obligations, and liabilities as may appear of record, the **GRANTORS** warrant the title against all persons whomsoever.

CITY OF GLENDALE:

Kevin R. Phelps, City Manager

ATTEST:

Julie K. Bower, City Clerk

(Seal)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

RECOMMENDED FOR APPROVAL:

Senior Right of Way Agent

Right of Way Supervisor

ACCEPTED:
Board of Supervisors of Maricopa County

By: _____
Chairman of the Board

ATTEST:

Clerk of the Board of Supervisors Date

**Approved as to form and within the powers
and authority of the Board of Supervisors**

Deputy County Attorney Date

Wood, Patel & Associates, Inc.
602.335.8500
www.woodpatel.com

Revised March 10, 2023
Revised February 28, 2023
January 25, 2023
WP# 215248.80
Page 1 of 3
See Exhibit "A-1"

LEGAL DESCRIPTION
Northern Avenue
Portion of APN 142-60-005N
D24434
Public Right-of-Way

A portion of that certain parcel of land described in Document 2006-0806968, Maricopa County Records (MCR), lying within Section 5, Township 2 North, Range 1 East, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the northeast corner of said Section 5, a 3-inch brass cap in handhole, from which the north quarter corner of said section, a 3-inch brass cap in handhole, bears South 88°54'48" West (basis of bearing), a distance of 2625.89 feet;
THENCE along the north line of said section, South 88°54'48" West, a distance of 107.07 feet;
THENCE leaving said north line, South 01°05'12" East, a distance of 54.91 feet, to the southerly right-of-way line of Northern Avenue and the **POINT OF BEGINNING**;
THENCE along said southerly right-of-way line, South 42°17'34" East, a distance of 75.93 feet, to the west right-of-way line of 99th Avenue;
THENCE leaving said southerly right-of-way line, along said west right-of-way line, South 00°03'16" West, a distance of 92.67 feet;
THENCE leaving said west right-of-way line, North 40°15'22" West, a distance of 74.90 feet;
THENCE South 88°40'14" West, a distance of 134.44 feet;
THENCE North 87°46'34" West, a distance of 288.49 feet;
THENCE South 26°12'42" West, a distance of 32.92 feet, to the west line of said certain parcel of land;
THENCE along said west line, North 00°00'55" West, a distance of 43.90 feet, to said southerly right-of-way line;
THENCE leaving said west line, along said southerly right-of-way line, North 76°45'26" East, a distance of 14.16 feet;
THENCE North 10°44'15" East, a distance of 41.29 feet;
THENCE North 80°23'45" East, a distance of 118.70 feet;

Legal Description
Northern Avenue
Portion of APN 142-60-005N
D24434
Public Right-of-Way

Revised March 10, 2023
Revised February 28, 2023
January 25, 2023
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Page 2 of 3
See Exhibit "A-1"

THENCE North 88°54'48" East, a distance of 296.16 feet, to the **POINT OF BEGINNING**.

Containing 40,140 square feet or 0.9215 acres, more or less.

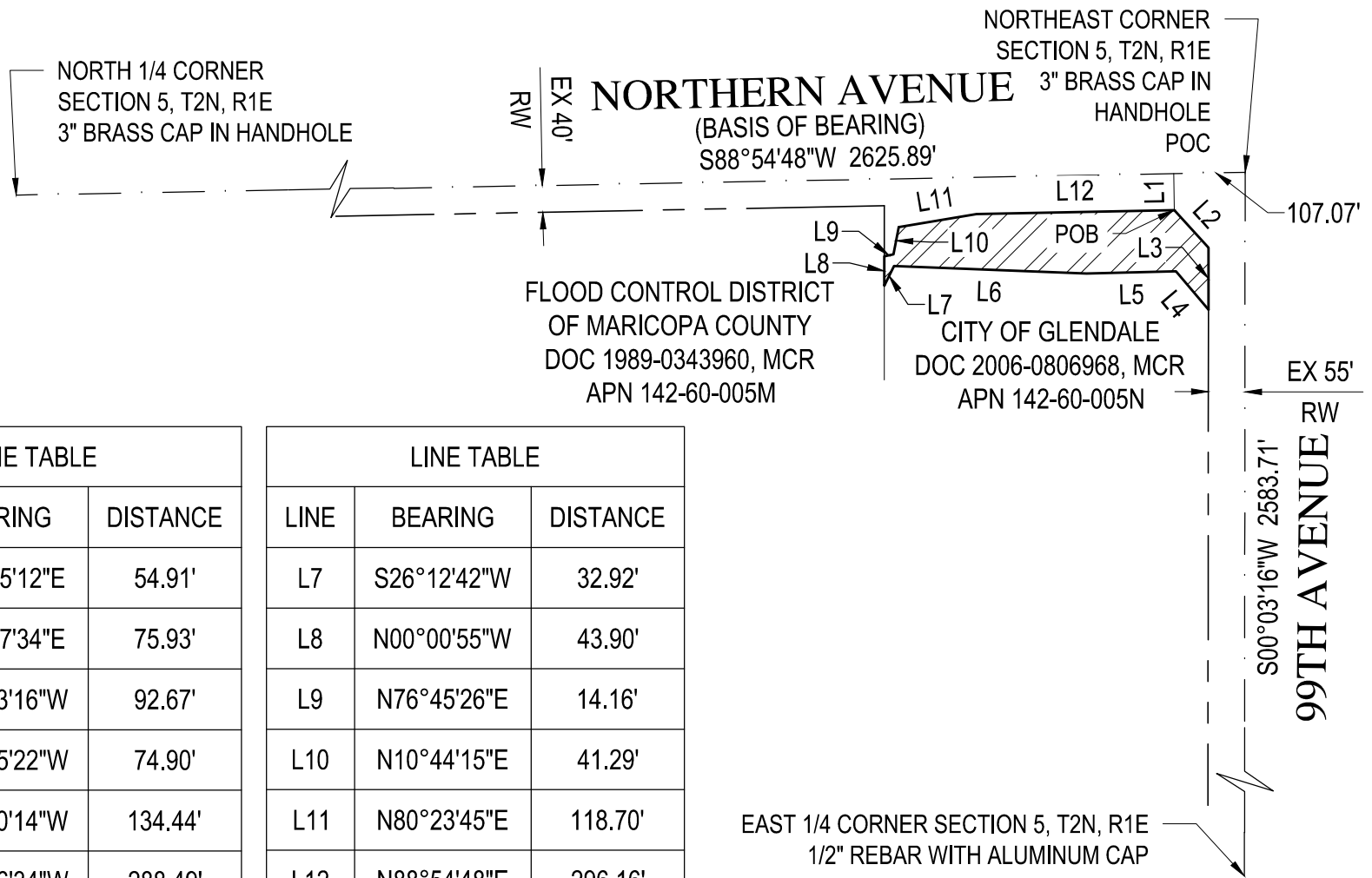
Subject to existing right-of-ways and easements.

This parcel description was prepared without the benefit of survey fieldwork and is based on client provided information. Any monumentation noted in this parcel description is based on said information.

Y:\WP\Parcel Descriptions\2021\215248.80 Northern Ave Portion of APN 142-60-005N D24434 Public ROW L11R02 03-10-23.docx



EXPIRES 12-31-23



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S01°05'12"E	54.91'
L2	S42°17'34"E	75.93'
L3	S00°03'16"W	92.67'
L4	N40°15'22"W	74.90'
L5	S88°40'14"W	134.44'
L6	N87°46'34"W	288.49'

LINE TABLE		
LINE	BEARING	DISTANCE
L7	S26°12'42"W	32.92'
L8	N00°00'55"W	43.90'
L9	N76°45'26"E	14.16'
L10	N10°44'15"E	41.29'
L11	N80°23'45"E	118.70'
L12	N88°54'48"E	296.16'

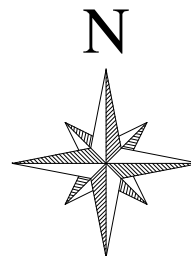


EXHIBIT "A-2"
 NORTHERN AVENUE
 PORTION OF APN 142-60-005N
 PUBLIC RIGHT-OF-WAY
 REVISED 3/10/2023
 WP# 215248.80
 PAGE 3 OF 3
 NOT TO SCALE
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EXPIRES 12-31-23

Wood, Patel & Associates, Inc.
602.335.8500
www.woodpatel.com

May 11, 2023
WP# 215248.80
Page 1 of 2
See Exhibit
"A-3"

LEGAL DESCRIPTION
Northern Avenue
Portion of APN 142-60-005S
D24434
Public Right-of-Way

A portion of that certain parcel of land described in Document 2013-0667316, Maricopa County Records (MCR), lying within Section 5, Township 2 North, Range 1 East, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the northeast corner of said Section 5, a 3-inch brass cap in handhole, from which the north quarter corner of said section, a 3-inch brass cap in handhole, bears South 88°54'48" West (basis of bearing), a distance of 2625.89 feet;
THENCE along the east line of said section, South 00°03'16" West, a distance of 1118.14 feet;
THENCE leaving said section line, North 89°56'44" West, a distance of 64.81 feet, to the east line of said certain parcel of land and the **POINT OF BEGINNING**;
THENCE along said east line, South 00°03'16" West, a distance of 173.81 feet, to the southeast corner of said certain parcel of land;
THENCE leaving said east line, along the south line of said certain parcel of land, South 88°18'01" West, a distance of 360.14 feet;
THENCE leaving said south line, North 00°00'00" East, a distance of 184.49 feet;
THENCE North 90°00'00" East, a distance of 360.15 feet, to the **POINT OF BEGINNING**.

Containing 64,507 square feet or 1.4809 acres, more or less.

Subject to existing right-of-ways and easements.

This parcel description was prepared without the benefit of survey fieldwork and is based on client provided information. Any monumentation noted in this parcel description is based on said information.

Y:\WP\Parcel Descriptions\2021\215248.80 Northern Ave APN 142-60-005S D24434 Public Right-of-Way L39 05-11-23.docx



EXPIRES 12-31-23

NORTHEAST CORNER SECTION 5, T2N, R1E
3" BRASS CAP IN HANDHOLE
POC

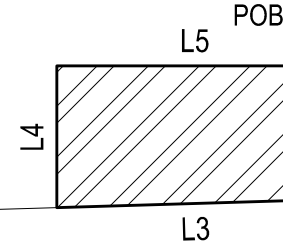
NORTH 1/4 CORNER
SECTION 5, T2N, R1E
3" BRASS CAP IN HANDHOLE

(BASIS OF BEARING)
S88°54'48"W 2625.89'

NORTHERN AVENUE

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N89°56'44"W	64.81'
L2	S00°03'16"W	173.81'
L3	S88°18'01"W	360.14'
L4	N00°00'00"E	184.49'
L5	N90°00'00"E	360.15'

CITY OF GLENDALE
DOC 2013-0667316, MCR
APN 142-60-005S



ARIZONA DEPARTMENT OF
TRANSPORTATION
DOC 1991-0461611, MCR
APN 142-60-006C

EAST 1/4 CORNER SECTION 5, T2N, R1E
1/2" REBAR WITH ALUMINUM CAP

EX 65'
RW

1118.14'
S00°03'16"W 2583.71'

99TH AVENUE

EX 55'
RW

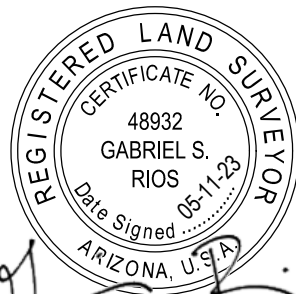
EXHIBIT "A-4"

NORTHERN AVENUE
PORTION OF APN 142-60-005S
PUBLIC RIGHT-OF-WAY

5/11/2023
WP# 215248.80

PAGE 2 OF 2
NOT TO SCALE

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EXPIRES 12-31-23



WHEN RECORDED RETURN TO:

Maricopa County Real Estate Department
2801 W. Durango Street
Phoenix, AZ 85009

EXEMPT A.R.S. § 11-1134, A.2

TD/WJ

TEMPORARY CONSTRUCTION EASEMENT

Assessor's Parcel No.: 142-60-005N
Project No.: TT0372
Project Name: Northern Parkway
Termini: 99th Ave-87th Ave
Item No.: D24434-TCE

This Temporary Construction Easement is entered into by and between **City of Glendale, an Arizona municipal corporation**, hereinafter referred to as **GRANTORS**, the owner of the real property situated in Maricopa County, Arizona, which property is set forth in instrument number (2006-0806968) in the official records of Maricopa County (the “Burdened Property”), and **Maricopa County**, a political subdivision of the State of Arizona, its assigns and successors in title or interest, hereinafter collectively called **GRANTEE**.

GRANTORS hereby grant a Temporary Construction Easement (“TCE”), together with the right and privilege of entering upon the area subject to the conditions set forth herein, on, over, under and across that portion of the Burdened Property legally described on Exhibit "A-1" and depicted in Exhibit “A-2” attached hereto (the “Easement Area”) for the purpose of facilitating construction of the project known as TT0372 (“Project”).

1. Term and Consideration. This TCE is hereby granted for the stated purpose for a period of 24 months (“Term”) which shall commence upon the written notice to the Grantors by the Grantee. **GRANTEE** estimates that the period of time stated above will be sufficient for completion of the work within the TCE Area. **GRANTEE** shall provide written notification to **GRANTORS** of the initiation of construction activities no less than thirty (30) calendar days in advance of construction activities.

2. Damages. The **GRANTEE** shall be liable for any permanent damage to the TCE Area, and/or any improvements therein, caused by **GRANTEE** during the Term of this TCE, and any extension thereof. Any improvements damaged as a result of **GRANTEE'S** use of the TCE Area will be replaced in kind.

3. Extinguishment. Upon completion of the Project construction, **GRANTEE** shall record a document extinguishing this TCE in the office of the Maricopa County Recorder, which document may be executed on behalf of the **GRANTEE** by the **Director of the Maricopa County Real Estate Department.**

CITY OF GLENDALE:

Kevin R. Phelps, City Manager

ATTEST:

Julie K. Bower, City Clerk

(Seal)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

RECOMMENDED FOR APPROVAL:

Senior Right of Way Agent

Right of Way Supervisor

**ACCEPTED:
Board of Supervisors of Maricopa County**

By: _____
Chairman of the Board

ATTEST:

Clerk of the Board of Supervisors Date

**Approved as to form and within the powers
and authority of the Board of Supervisors**

Deputy County Attorney Date

Wood, Patel & Associates, Inc.
602.335.8500
www.woodpatel.com

Revised March 10, 2023
February 28, 2023
WP# 215248.80
Page 1 of 2
See Exhibit "A-1"

LEGAL DESCRIPTION
Northern Avenue
Portion of APN 142-60-005N
D24434
Temporary Construction Easement

A portion of that certain parcel of land described in Document 2006-0806968, Maricopa County Records (MCR), lying within Section 5, Township 2 North, Range 1 East, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the northeast corner of said Section 5, a 3-inch brass cap in handhole, from which the north quarter corner of said section, a 3-inch brass cap in handhole, bears South 88°54'48" West (basis of bearing), a distance of 2625.89 feet;
THENCE along the north line of said section, South 88°54'48" West, a distance of 106.20 feet;
THENCE leaving said north line, South 01°05'12" East, a distance of 146.63 feet, to the **POINT OF BEGINNING**;
THENCE South 40°15'22" East, a distance of 50.37 feet;
THENCE South 88°54'48" West, a distance of 469.84 feet, to the west line of said certain parcel of land;
THENCE along said west line, North 00°00'55" West, a distance of 25.89 feet;
THENCE leaving said west line, North 26°12'42" East, a distance of 32.92 feet;
THENCE South 87°46'34" East, a distance of 288.49 feet;
THENCE North 88°40'14" East, a distance of 134.44 feet, to the **POINT OF BEGINNING**.

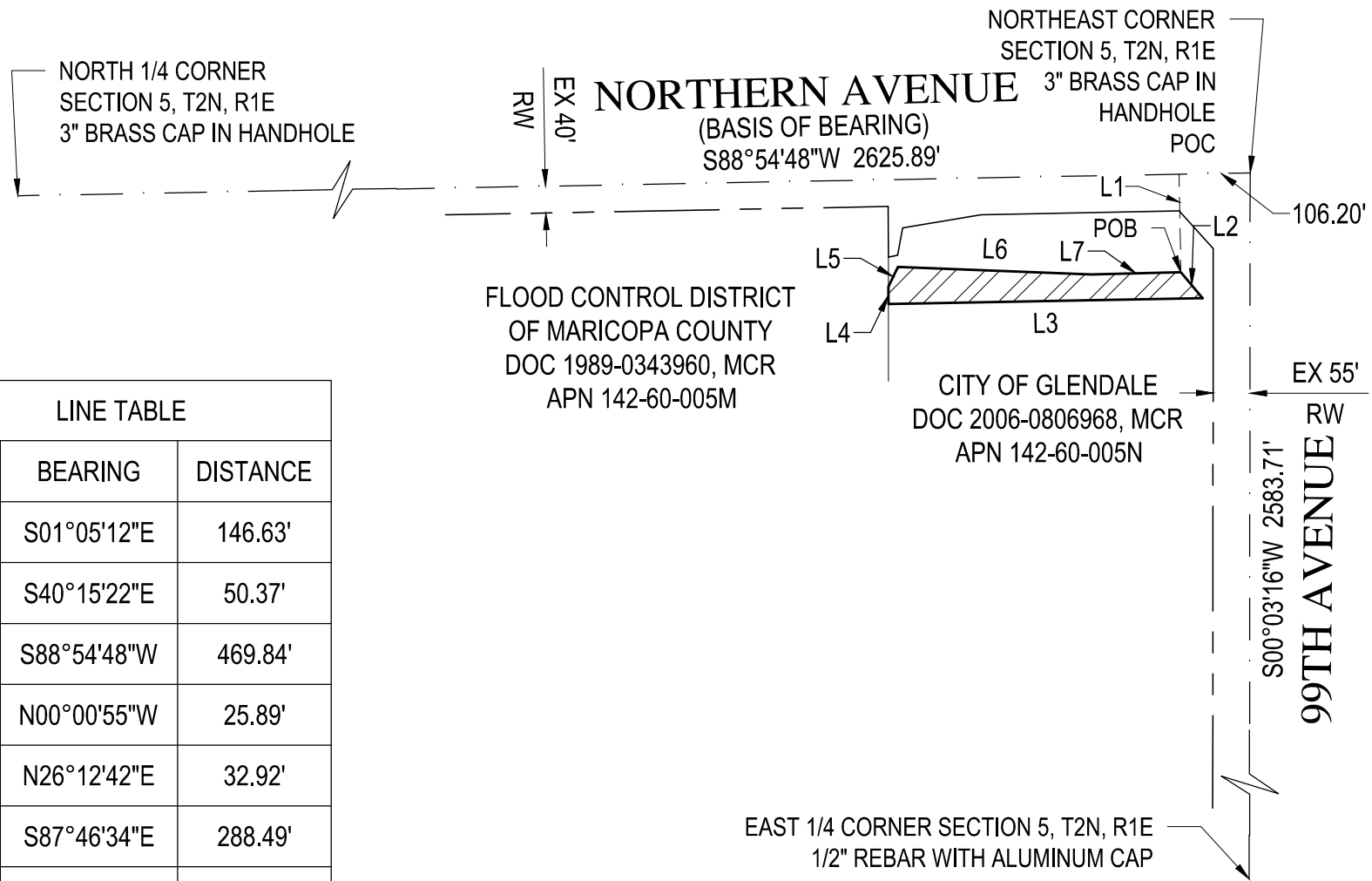
Containing 19,932 square feet or 0.4576 acres, more or less.

Subject to existing right-of-ways and easements.

This parcel description was prepared without the benefit of survey fieldwork and is based on client provided information. Any monumentation noted in this parcel description is based on said information.

Y:\WP\Parcel Descriptions\2021\215248.80 Northern Ave Portion of APN 142-60-005N D24434 TCE L26R01 03-10-23.docx





LINE TABLE		
LINE	BEARING	DISTANCE
L1	S01°05'12"E	146.63'
L2	S40°15'22"E	50.37'
L3	S88°54'48"W	469.84'
L4	N00°00'55"W	25.89'
L5	N26°12'42"E	32.92'
L6	S87°46'34"E	288.49'
L7	N88°40'14"E	134.44'



EXHIBIT 'A-2'
 NORTHERN AVENUE
 PORTION OF APN 142-60-005N
 TEMPORARY CONSTRUCTION EASEMENT
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EXPIRES 12-31-23