



**408 Settlement
City of Glendale Engineering Department
Purchase Agreement and Escrow Instructions**

Title Company	Security Title	Date	6-19-24
Address	2415 E. Camelback Road, #200	Phone	602-230-6271
City	Phoenix, AZ 85016	Fax	602-926-0452
Escrow Officer	Jason Bryant	Email	jbryant@securitytitle.com
Escrow No.	ST15230087		
Grantor:	B & Gary LLC	Phone:	619-218-3663
Contact	David Cutler	Phone:	
Mailing Address:	3111 Camino Del Rio N Suite 400	Email	Davidcutler53@gmail.com
City, State Zip	San Diego, CA 92108	Fax:	N/A

Grantee: City of Glendale, an Arizona municipal corporation
Mailing Address: Engineering Department, 5850 W. Glendale Avenue, Glendale, Arizona 85301

CITY OF GLENDALE 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:		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. 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 Policy Fees	TBD		
Title Report			
Title Report Credit			
Total Escrow & Title Fees	TBD	<input 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 City of Glendale, pay due and delinquent property taxes and general and special improvement assessments, including full payment of taxes and assessments on individual assessor parcels within City of Glendale's partial acquisition, and any Certificate(s) of Purchase. The current year's taxes shall not be prorated regardless of the closing date.	
Recording Fees:			
Release & Reconveyance	TBD		
Release of Lease	TBD		
Total Recording Fees	TBD	<input checked="" type="checkbox"/> Easement(s): Consent to easement(s) by secured party(ies).	
Other Charges:			
Release Fees			
Consent Fees			
Taxes -Prorated			
Total Other Charges	TBD	<input type="checkbox"/> Other Disbursements:	
Sub Total	TBD		
Land*		Possession date:	
Easements*	\$38,530.00	Close of escrow:	
Administrative Settlement*	\$11,470.00	Date of recording:	
		Special Conditions Right of Way Contract	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Total Purchase Price	\$50,000.00	Exhibit "B"	
Total Escrow & Title Costs	TBD	Entry Agreement	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Total Compensation (minus any funds paid outside of escrow)	\$50,000	Addendum attached hereto and made a part hereof	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
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

Project:	SRP Well 15 Replacement	CIP #	212260
Parcel Address	6604 W. Olive Avenue, Glendale, Arizona 85302	APN #	143-12-160L
Right of Way Agent:	Jayme Chapin	Telephone #	623-930-3654

The GRANTOR, having executed a conveyance of certain real property rights to the GRANTEE as described in the Exhibit(s) 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 CITY OF GLENDALE, possessory interest on said property to be granted upon approval by the CITY OF GLENDALE CITY COUNCIL and executed by the authorized City official.

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 CITY OF GLENDALE Engineering Department will be furnished a copy of the Grantor's closing statement with the following certification signed by an authorized officer: "This is to certify this is a true and correct statement of disbursement of funds collected from CITY OF GLENDALE."

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.

City of Glendale 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, City of Glendale 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 CITY OF GLENDALE and payment will be made direct from the Grantee to the Grantor after approval and acceptance by the CITY OF GLENDALE CITY COUNCIL and the final filing and recording of the documents.

It is understood and agreed the consideration expressed herein is accepted by the Grantor as full and complete compensation for the interest being acquired. If the acquisition is a partial acquisition from a larger parcel, the consideration also provides full and complete compensation, satisfies, and releases any claims brought or that could be brought against GRANTEE City of Glendale for all injury or damage to the Grantor's remaining lands by reason of their severance from the part being acquired and the construction of the improvements in the manner proposed by CITY OF GLENDALE.

The CITY OF GLENDALE agrees to pay, and the GRANTOR accepts the payment in full for the property described herein:

- Conveyance of Easement in the amount of **Thirty Eight Thousand Five Hundred Thirty and No/100 Dollars (\$38,530.00)** described and depicted in Exhibit A
- Administrative Settlement amount of **Eleven Thousand Four Hundred Seventy and No/100 Dollars (\$11,470.00)**

CITY OF GLENDALE shall be responsible for damage occurs as a result of CITY OF GLENDALE's temporary use or occupation of the Grantor's property due to the City's gross negligence, or the negligent acts or conduct of its agents, employees, or contractors. All claims shall be submitted in accordance with the requirements of ARS 12-821.

This Agreement is subject to cancelation 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: B & Gary, LLC, an Arizona limited liability company

By: Car Bower
Its: Manager

~~By: _____
Its: _____~~

GRANTEE:

CITY OF GLENDALE
an Arizona municipal corporation

By: _____
Name: Kevin R. Phelps
Title: City Manager

ATTEST:

Julie K. Bower, City Clerk (Seal)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney



EXHIBIT "A"
B & GARY, LLC
PARCEL 143-12-160L
5' Easement for Utilities and Ingress & Egress

Job No. 23-0198

May 8, 2023

An Easement within a parcel of land as described per Document 2007-0553289 Maricopa County Recorders (MCR), located in the Southwest Quarter of Section 30, Township 3 North, Range 2 East of the Gila and Salt River Meridian, Maricopa County, Arizona, and being more particularly described as follows:

COMMENCING at the Southwest corner of said Section 30, being a brass cap in hand hole, from which the South quarter corner of said Section 30, being a brass cap in hand hole, bears North 88 degrees 12 minutes 10 seconds East, 2435.82 feet (**Basis of Bearing**);

thence along the South line of the Southwest Quarter of said Section 30, North 88 degrees 12 minutes 10 seconds East, 427.94 feet;

thence departing said South line, North 01 degrees 47 minutes 50 seconds West, 55.00 feet to a point on the South line of said parcel described per document 2007-0553289 MCR and the **POINT OF BEGINNING**;

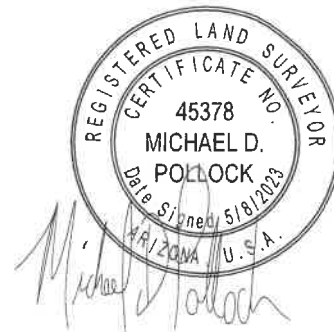
thence North 00 degrees 00 minutes 00 seconds East, 220.13 feet to the North line of said parcel;

thence along said North line, North 88 degrees 12 minutes 10 seconds East, 5.00 feet;

thence South 00 degrees 00 minutes 00 seconds East, 220.13 feet to the South line of said parcel;

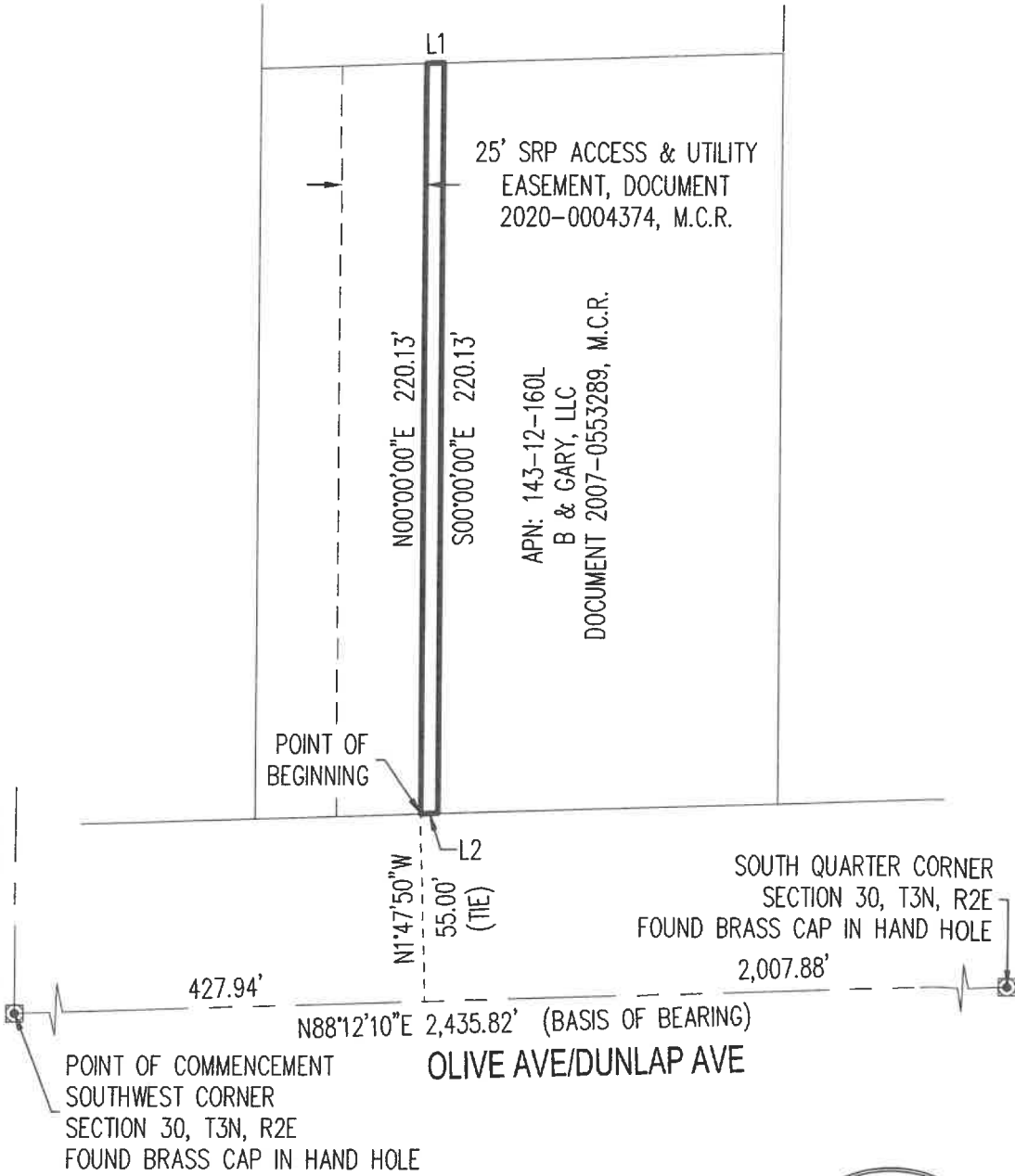
thence along said South line, South 88 degrees 12 minutes 10 seconds West, 5.00 feet to the **POINT OF BEGINNING**.

An area containing 1,101 square feet or 0.0253 acres, more or less.



EPS Group, Inc. • 1130 N Alma School Road, Suite 120 • Mesa, AZ 85201
Tel (480) 503-2250 • Fax (480) 503-2258

67TH AVENUE



LINE TABLE

LINE	BEARING	LENGTH
L1	N88°12'10"E	5.00'
L2	S88°12'10"W	5.00'



23-0198

5' Easement for Utilities and Ingress & Egress

Exhibit "A"



EPS
GROUP

1130 N. Alma School Rd.
Ste. 120 Mesa, AZ 85201
T:480.503.2250 | F:480.503.2258
www.epsgroupinc.com



EXHIBIT "A"
B & GARY, LLC
PARCEL 143-12-160L
25' Easement
for Utilities and Ingress & Egress within Existing SRP Easement

Job No. 23-0198

May 24, 2023

An Easement within a parcel of land as described per Document 2007-0553289 Maricopa County Recorders (MCR), located in the Southwest Quarter of Section 30, Township 3 North, Range 2 East of the Gila and Salt River Meridian, Maricopa County, Arizona, and being more particularly described as follows:

COMMENCING at the Southwest corner of said Section 30, being a brass cap in hand hole, from which the South quarter corner of said Section 30, being a brass cap in hand hole, bears North 88 degrees 12 minutes 10 seconds East, 2435.82 feet (**Basis of Bearing**);

thence along the South line of the Southwest Quarter of said Section 30, North 88 degrees 12 minutes 10 seconds East, 402.92 feet;

thence departing said South line, North 01 degrees 47 minutes 50 seconds West, 55.00 feet to the South line of said parcel described per document 2007-0553289 MCR and the **POINT OF BEGINNING**;

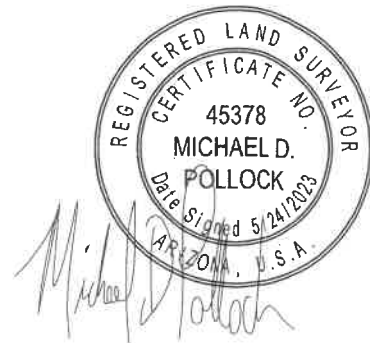
thence North 00 degrees 00 minutes 00 seconds East, 220.13 feet to the North line of said parcel;

thence along the North line of said parcel, North 88 degrees 12 minutes 10 seconds East, 25.01 feet;

thence South 00 degrees 00 minutes 00 seconds East, 220.13 feet to the South line of said parcel;

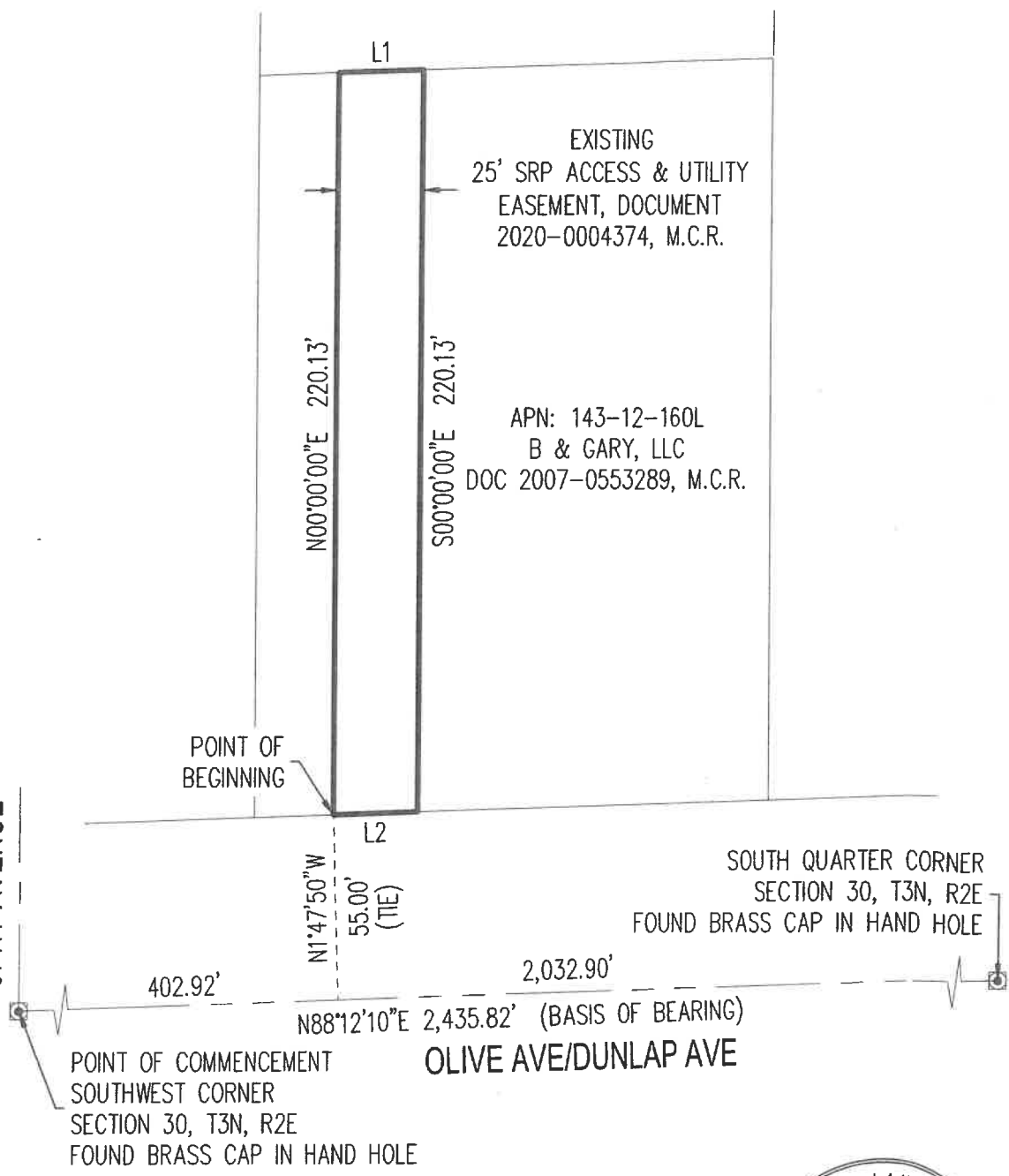
thence along said South line, South 88 degrees 12 minutes 10 seconds West, 25.01 feet to the **POINT OF BEGINNING**.

An area containing 5,503 square feet or 0.1263 acres, more or less.



EPS Group, Inc. • 1130 N Alma School Road, Suite 120 • Mesa, AZ. 85201
Tel (480) 503-2250 • Fax (480) 503-2258

67TH AVENUE



POINT OF COMMENCEMENT
SOUTHWEST CORNER
SECTION 30, T3N, R2E
FOUND BRASS CAP IN HAND HOLE

SOUTH QUARTER CORNER
SECTION 30, T3N, R2E
FOUND BRASS CAP IN HAND HOLE

OLIVE AVE/DUNLAP AVE

LINE TABLE

LINE	BEARING	LENGTH
L1	N88°12'10\"E	25.01'
L2	S88°12'10\"W	25.01'



23-0198

25' Easement for Utilities and Ingress & Egress
within Existing SRP Easement

Exhibit "A"



1130 N. Alma School Rd.
Ste. 120 Mesa, AZ 85201
T: 480.503.2250 | F: 480.503.2258
www.epsgroupinc.com