



City of Glendale Engineering Department Purchase Agreement and Escrow Instructions

Title Company	Commonwealth Land Title Insurance Company NCS	Date	June 17, 2024
Address	2390 E. Camelback Road, Suite 230	Phone	602-287-3521
City	Phoenix, AZ 85016	Fax	602-263-0433
Escrow Officer	Daphne Wright	Email	daphne.wright@cltic.com
Escrow No.	942400208		
Grantor:	Galen D & Lucia M Thomas		
Contact	Lucia Thomas	Phone:	623-205-5834
Mailing Address:	5835 N. 83 rd Avenue	Email	luciamthomas@cox.net
City, State Zip	Glendale, AZ 85303	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	<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.
Title Report		<input checked="" type="checkbox"/>	Easement(s): Consent to easement(s) by secured party(ies).
Title Report Credit		<input type="checkbox"/>	Other Disbursements:
Total Escrow & Title Fees	TBD		
Recording Fees:			
Release & Reconveyance	TBD		
Release of Lease	TBD		
Total Recording Fees	TBD		
Other Charges:			
Release Fees			
Consent Fees			
Taxes -Prorated			
Total Other Charges	TBD		
Sub Total	TBD		
Land*	\$50,960.00	Possession date:	
Cost to Cure*	\$10,000.00	Close of escrow:	
		Date of recording:	
Total Purchase Price	\$60,960.00	Entry Agreement	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Total Escrow & Title Costs	TBD	Addendum attached hereto and made a part hereof	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Total Compensation (minus any funds paid outside of escrow)	\$60,960.00		
TOTAL WARRANT**	TBD		

*Escrow and title policy fees based on this amount only.
 **Sum of "Total Closing Costs" and "Total Compensation" only.

Project:	83 rd Avenue and Bethany Home Road Right Turn Lane	CIP #	222333
Parcel Address	5835 N 83 rd Ave, Glendale, AZ 85303	APN #	102-10-153
Right of Way Agent:	Tangella Diaz	Telephone #	623-930-3643

4-11 The GRANTORS, having executed a conveyance of certain real property rights to the GRANTEE as described in the Exhibit 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 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 the CITY OF GLENDALE Engineering 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 the CITY OF GLENDALE."

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.

The 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, the 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 GRANTORS 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 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 provides full and complete compensation, satisfies, and releases any claims brought or that could be brought against the GRANTEE 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 the CITY OF GLENDALE.

The CITY OF GLENDALE agrees to pay and the GRANTORS accept the payment in full for the property described herein:

- Real property the amount of **Fifty Thousand Nine Hundred and Sixty and No/100 Dollars (\$50,960.00)** described and depicted in Exhibit A
- Cost to Cure in the amount of **Ten Thousand and No/100 Dollars (\$10,000.00)** described and depicted in Exhibit A

If cost to cure monies have been paid to remove or relocate improvements on the property conveyed, GRANTORS agree to remove or relocate such improvements not later than 30 days from the date of payment. GRANTORS assume 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 CITY OF GLENDALE and all rights of the GRANTORS to said improvements shall cease and terminate. GRANTORS shall be liable for the reasonable costs incurred in removing said improvements. License is hereby granted to the CITY OF GLENDALE or its agents to enter upon the GRANTORS' remaining lands where necessary to accomplish the purpose of this agreement.

The CITY OF GLENDALE shall be responsible for damage that occurs as a result of the CITY OF GLENDALE's temporary use or occupation of the GRANTORS' 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: Galen D. Thomas and Lucia M. Thomas, husband and wife

Galen D. Thomas
Galen D. Thomas

Lucia M. Thomas
Lucia M. Thomas

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"

DESCRIPTION FOR 83RD AVENUE RIGHT-OF-WAY
CITY OF GLENDALE PROJECT NUMBER 222333



DATE: 02-14-2024

PROJECT NO.: 2305007

A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED, RECORDED AS DOCUMENT NUMBER 2012-0830509, MARICOPA COUNTY RECORDS (MCR), SITUATED WITHIN SECTION 14, TOWNSHIP 2 NORTH, RANGE 1 EAST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A BRASS CAP, FLUSH, FOUND AT THE NORTHWEST CORNER OF SAID SECTION 14, FROM WHICH A BRASS CAP, FLUSH, FOUND AT THE WEST 1/4 CORNER OF SAID SECTION 14, BEARS SOUTH 00°23'32" WEST, (BASIS OF BEARING) A DISTANCE OF 2640.68 FEET;

THENCE ALONG THE WESTERLY LINE OF SAID SECTION, SOUTH 00°23'32" WEST, A DISTANCE OF 440.51 FEET;

THENCE LEAVING SAID WESTERLY LINE, SOUTH 89°36'28" EAST, A DISTANCE OF 50.00 FEET, TO THE NORTHWEST CORNER OF SAID CERTAIN PARCEL, AND THE **POINT OF BEGINNING**;

THENCE ALONG THE NORTH LINE OF SAID CERTAIN PARCEL, NORTH 88°27'39" EAST, A DISTANCE OF 10.01 FEET, TO A LINE 10.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID CERTAIN PARCEL;

THENCE LEAVING SAID NORTH LINE, ALONG SAID PARALLEL LINE, SOUTH 00° 23' 32" WEST, A DISTANCE OF 182.00 FEET, TO THE SOUTH LINE OF SAID CERTAIN PARCEL;

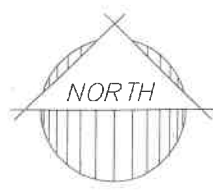
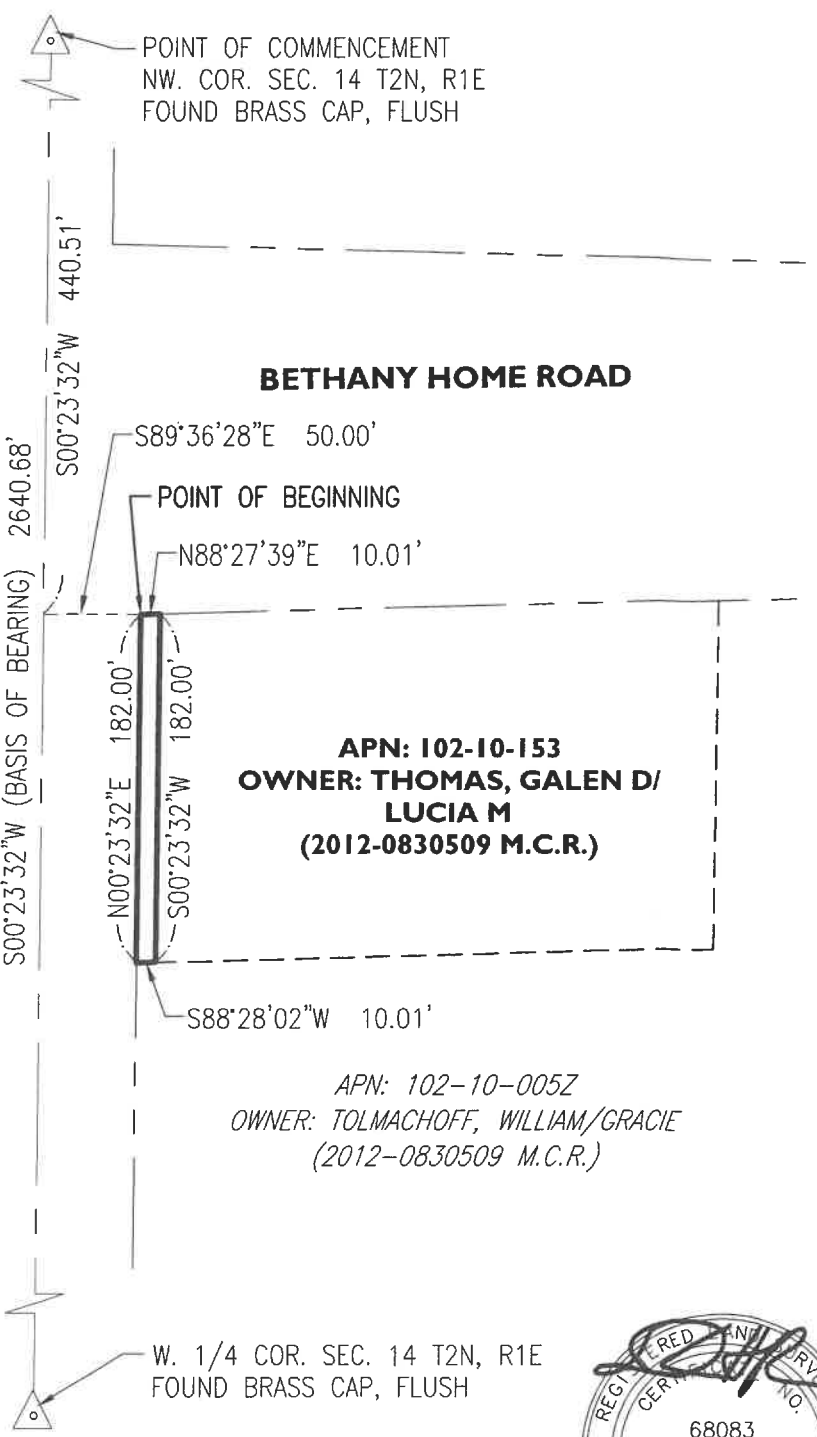
THENCE LEAVING SAID PARALLEL LINE, ALONG SAID SOUTH LINE, SOUTH 88°28'02" WEST, A DISTANCE OF 10.01 FEET, TO SAID WEST LINE OF THAT CERTAIN PARCEL;

THENCE LEAVING SAID SOUTH LINE, ALONG SAID WEST LINE, NORTH 00°23'32" EAST, A DISTANCE OF 182.00 FEET, TO THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINING 1,820 SQUARE FEET (0.0418 ACRES), MORE OR LESS.

Subject to existing rights-of-way and easements.





N.T.S.



**83RD AVENUE RIGHT-OF-WAY
EXHIBIT**



COOPER AERIAL SURVEYS CO.
11402 N. CAVE CREEK ROAD
PHOENIX, ARIZONA 85020
602-678-5111