



408 SETTLEMENT
City of Glendale Engineering Department
Purchase Agreement and Escrow Instructions

Title Company	Security Title Agency	Date	January 28, 2025
Address	2415 E Camelback Rd., Suite 200	Phone	602-230-6297
City	Phoenix, AZ	Fax	
Escrow Officer	Jason Bryant	Email	jbryant@securitytitle.com
Escrow No.	ST15230060		
Grantor:	SCI Arizona Funeral Services, LLC, an Arizona limited liability company		
Contact	Dann C Narveson, SCI Shared Resources, LLC	Phone:	713-525-7380 & 713-818-5847
Mailing Address:	1929 Allen Parkway, 7th Floor	Email	Dann.Narveson@Sci-us.com
City, State Zip	Houston, TX 77019	Fax:	

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 related to the property interest. As agreed by the parties City of Glendale, or Grantor shall 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) or other property interest 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*	\$43,049.00	Possession date:	
Improvements*	\$9,141.00	Close of escrow:	
TCE	\$13,167.00	Date of recording:	
Administrative Settlement	\$26,632.00		
Total Purchase Price	\$91,989.00		
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)	\$91,989.00	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.

Project:	59 th Avenue and Northern Right Turn Lane and Bus Bay Pullout	CIP #	212257
Parcel Address	7924 N 59 th Avenue, Glendale AZ 85301	APN #	143-41-002D & 005C
Right of Way Agent:	Wayne Jones	Telephone #	623-930-3659

The GRANTOR, having executed a conveyance of certain real property rights to the GRANTEE (City of Glendale) as described in the Exhibits 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 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 CITY OF GLENDALE will pay the costs of the owner's title insurance policy; fees associated with lender releases or loan payoffs, 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 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 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 GRANTOR accept the payment in full for the property described herein:

- Real property the amount of **Forty-Three Thousand Forty-Nine and No/100 Dollars (\$43,049.00)** described and depicted in Exhibit A-1 and A-2
- Temporary Construction Easement in the amount of **Thirteen Thousand One Hundred Sixty-Seven and No/100 Dollars (\$13,167.00)** described and depicted in Exhibit B-1 and B-2
- Improvements located on the property in the amount of **Nine Thousand One Hundred Forty-One and No/100 Dollars (\$9,141.00)** and broken out as follows in Exhibit C.
- Administrative Settlement in the amount of **Twenty-Six Thousand Six Hundred Thirty-Two and No/100 Dollars (\$26,632.00)**.

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 GRANTOR'S property due to the City's gross negligence, or the gross 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 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.

GRANTOR: SCI Arizona Funeral Services, LLC, an Arizona limited liability company

By: 
(Signature)

Printed Name: Michael L. Decell

Its: Vice President

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 "C"

Parcel No. 143-41-002D and 143-41-005C
CIP# 212257

Site Improvements Within Proposed Acquisition Area:

1934 Sq. Ft. of Grass with irrigation x \$2.00/Sq. Ft.
670 Sq. Ft. of Concrete at Driveway x \$5.50/Sq. Ft.
28 LF of Concrete Curb along Driveway X \$11.00/ LF
44 Sq. Ft. Slump Block Screen Wall X \$10.00/Sq. Ft.
3 pigmy palm trees @ \$200.00/ea.
4 lantana plants @ \$60.00/ea.

EXHIBIT "A-1"
Legal Description
For
Right of Way

Located in the Northeast Quarter of Section 6, Township 2 North, Range 2 East, Gila and Salt River Meridian, Maricopa County, Arizona.

Being a portion of that certain parcel of land as described in document number 1987-0769941, Maricopa County records.

Commencing at the Northeast corner of said Section 6, from which the West Quarter corner of said Section bears South 00°14'21" West, a distance of 2640.58 feet;

Thence South 00°14'21" West, along the East line of said Northeast Quarter, a distance of 134.01 feet;

Thence departing said East line, South 88°54'20" West, a distance of 40.01 feet to the Northeast corner of said parcel and the Point of Beginning;

Thence South 00°14'21" West, along the East line of said parcel, a distance of 226.52 feet to the Southeast corner of said parcel;

Thence departing said East line, South 88°54'20" West, along the South line of said parcel, a distance of 11.00 feet to a line which is parallel with and 51.00 feet Westerly, as measured at right angles to the East line of said Northeast Quarter;

Thence North 00°14'21" East, along said parallel line, a distance of 120.44 feet;

Thence departing said parallel line, North 89°45'39" West, a distance of 6.00 feet, to a line which is parallel with and 57.00 feet Westerly, as measured at right angles to the East line of said Northeast Quarter;

Thence North 00°14'21" East, along said parallel line, a distance of 27.00 feet;

Thence departing said parallel line, South 89°45'39" East, a distance of 6.00 feet, to a line which is parallel with and 51.00 feet Westerly, as measured at right angles to the East line of said Northeast Quarter;

Thence North 00°14'21" East, along said parallel line, a distance of 79.09 feet to the North line of said parcel;

Thence North 88°54'20" East, along said North line, a distance of 11.00 feet to the Point of Beginning.

Containing 2,653.76 square feet or 0.06 acres, more or less.

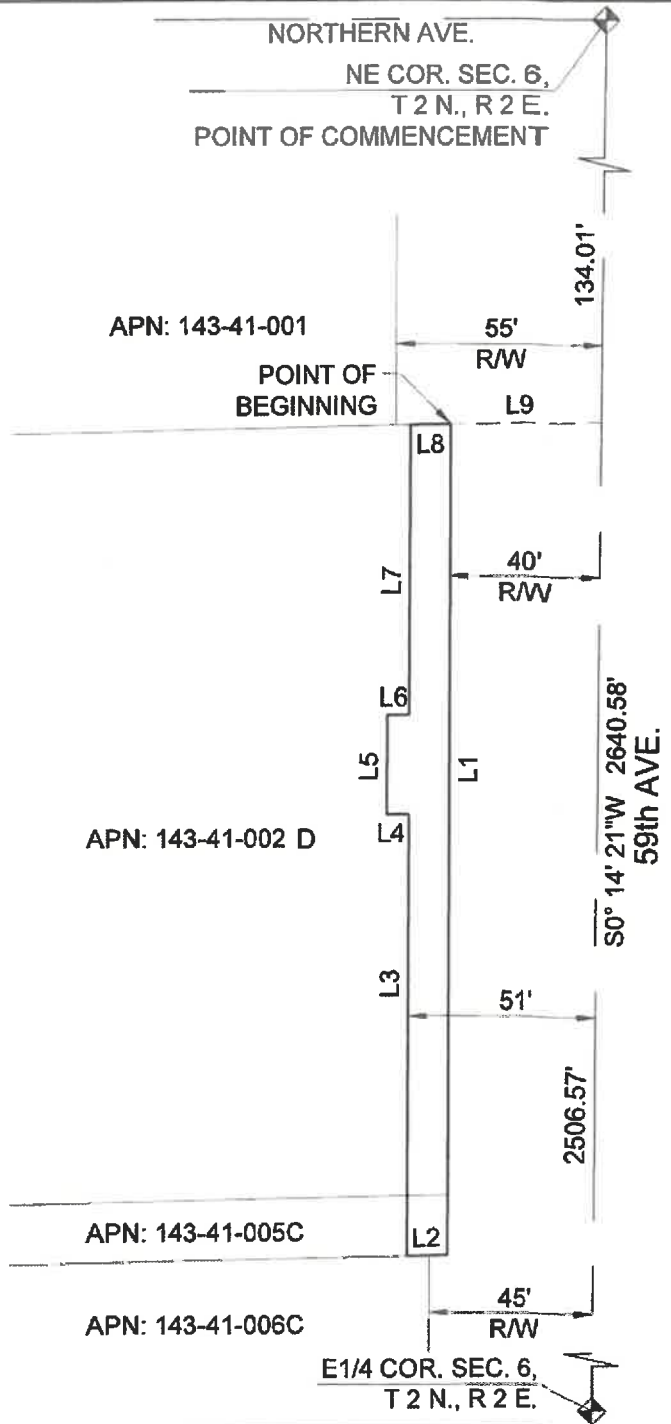




N.T.S.



Line Table		
Line #	Direction	Length
L1	S00° 14' 21"W	226.52'
L2	S88° 54' 20"W	11.00'
L3	N00° 14' 21"E	120.44'
L4	N89° 45' 39"W	6.00'
L5	N00° 14' 21"E	27.00'
L6	S89° 45' 39"E	6.00'
L7	N00° 14' 21"E	79.09'
L8	N88° 54' 20"E	11.00'
L9	S88° 54' 20"W	40.01'



Plotted: 04/25/23 - 10:54 AM, By: mragdale
 File: M11427_jacobs_Glendale Intersections_Glendale\Survey\1427_EXH_ROW.dwg → EXH



645 E. MISSOURI AVE., STE. 420
 PHOENIX, ARIZONA 85012

P: 602.297.8732 • F: 602.230.8458

EXHIBIT "A-2"

RIGHT OF WAY

7924 S. 59th AVE.

CITY OF GLENDALE

Project No. 1427

Date : 4/25/23

Sheet 1 of 1

EXHIBIT "B-1"

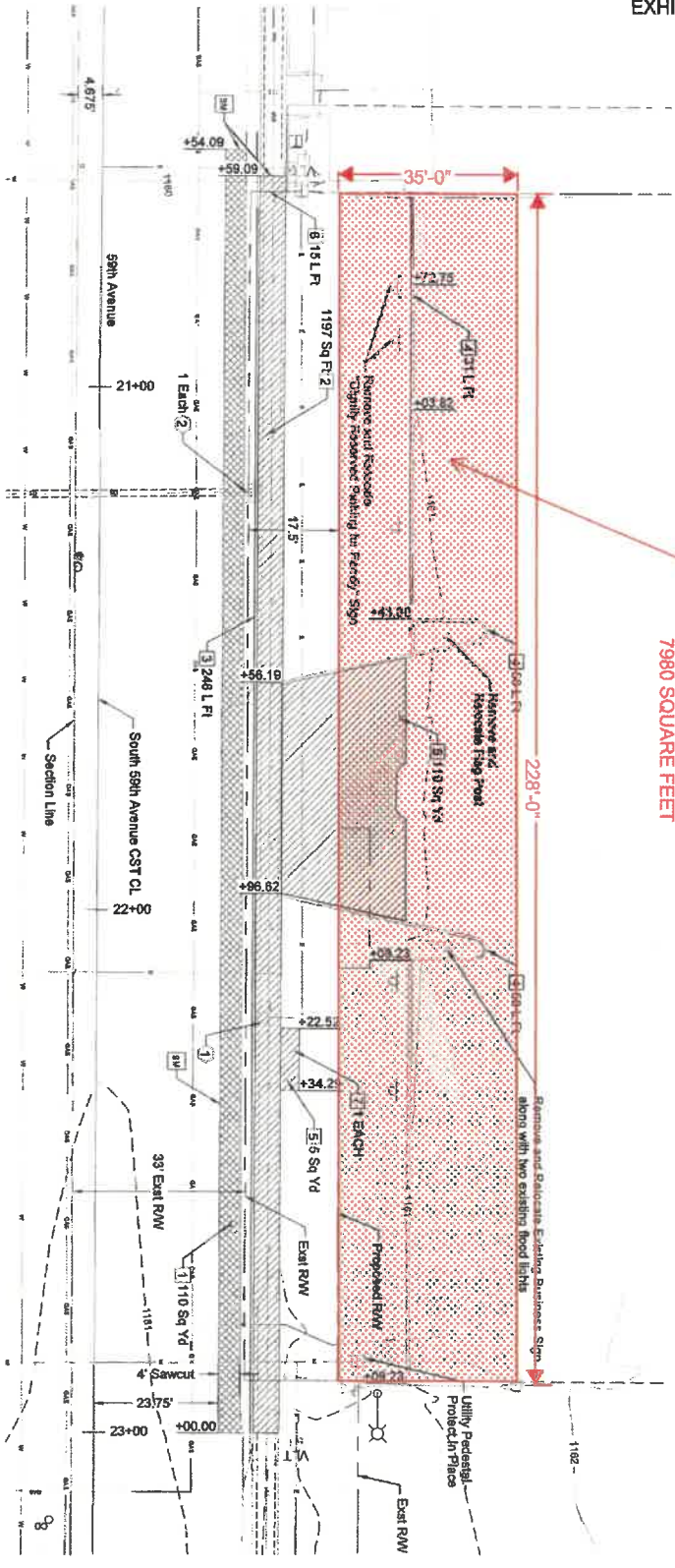
LEGAL DESCRIPTION FOR
TEMPORARY CONSTRUCTION EASEMENT

THE WEST 35 FEET OF THE EAST 85.50 FEET OF THE SOUTH 227.95 FEET OF
THE NE1/4 OF LOT 1, HADSELLS ADDITION TO GLENDALE, LYING IN THE NE1/4
OF THE NE1/2 OF SECTION 6, T. 2 N., R. 2 E., GILA & SALT RIVER BASE &
MERIDIAN, MARICOPA COUNTY, ARIZONA.

TEMPORARY
CONSTRUCTION
EASEMENT AREA =
7980 SQUARE FEET

NOTE: STATION OFFSET INFORMATION ON THIS SHEET ARE OFF OF SOUTH 59TH AVENUE CST CL

- | | |
|--|---|
| <input type="checkbox"/> REMOVAL NOTES | <input type="checkbox"/> REFERENCE NOTES |
| 1 REMOVE AC PAVEMENT | 1 SAWCUT AS PAVEMENT |
| 2 REMOVE SIDEWALK | 2 REMOVE WALL TO PROPOSED ROW |
| 3 REMOVE CONCRETE CURB & GUTTER | 3 REMOVE AND RELOCATE BENCH AND TRASH CAN |
| 4 REMOVE CONCRETE CURB | 4 LIGHTING IMPROVEMENTS REFER TO LIGHTING PLANS |
| | 5 EXIST CATCH BASIN PROTECT IN PLACE |
| | 6 LEGEND |
| | 7 ASPHALT REMOVAL |
| | 8 PCCP REMOVAL |



P:\17151600 - Glendale 58th Ave & Northern\Drawings\17151600-03-01-01-01-01.dwg (AutoCAD) 17151600-03-01-01-01-01.dwg

10/21/2024 10:52:58 AM

212257
58th Avenue & Northern Avenue
Roadway Improvements
REMOVAL PLANS
68TH AVENUE BUS BAY

SHEET
RV01

JACOBS
AECOM

0022571100
REVISED

SHT. 21
OF 21

DESIGNED: V.V.
CHECKED: M.V.
DATE: J.C.

PRELIMINARY
100% DESIGN
Review
NOT FOR
CONSTRUCTION
OR RECORDING

REVISIONS

CITY OF GLENDALE
ENGINEERING DEPARTMENT
5850 W. GLENDALE AVE.
GLENDALE, ARIZONA 85301 (602) 530-3630