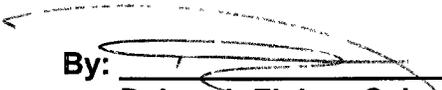


CITY CLERK  
ORIGINAL

C-8928  
05/21/2014

ARIZONA DEPARTMENT OF TRANSPORTATION  
RIGHT OF WAY GROUP/PROPERTY MANAGEMENT SECTION  
EXCESS LAND PURCHASE AGREEMENT AND RECEIPT FOR DEPOSIT

Project No.: 101L MA 015 H7456 01R      Date: May 13, 2014      Sale No. L-M-581  
Received from City of Glendale, an Arizona municipal corporation, herein called Purchaser, the sum of Two Thousand, One Hundred Twelve Dollars and Sixty Cents (\$2,112.60) as earnest deposit for the purchase of the State's interest in the real property known as Excess Land # L-M-581; a parcel of vacant land of approximately .277 +/- acres located East of the NEC of West Bell Rd and SR 101L, Glendale, Maricopa County, Arizona and as shown on Exhibit "A" attached hereto.

By:   
Deborah Fisher, Sales Agent

**SALE PRICE PAYABLE AS FOLLOWS:** As consideration, the Purchaser agrees to purchase the State's interest in the above described real property for the full purchase price of Twenty-One Thousand One Hundred Twenty-Six Dollars (\$21,126.00) payable as follows:

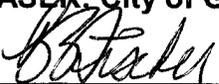
\$ <u>2,112.60</u>	Initial deposit
\$ <u>NA</u>	Balance of required 10% deposit to be deposited in escrow within five (5) business days from date.
\$ <u>19,013.40</u>	Balance of full purchase price, payable at close of escrow.

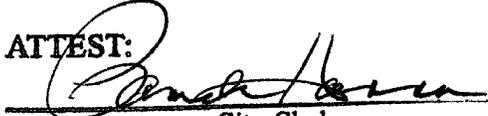
**PURCHASER HEREBY AGREES TO:** Complete the purchase of said property on or before July 11, 2014.

The property shall be conveyed by Quitclaim Deed to: **City of Glendale, an Arizona municipal corporation**

**PURCHASER TO SIGN ATTACHED ENVIRONMENTAL RELEASE FORM.** This agreement is made with the understanding that it is subject to the terms and conditions attached hereto and approval by the Intermodal Transportation Division.

**PURCHASER:** City of Glendale, an Arizona municipal corporation

By   
Brenda S. Fischer, City Manager

ATTEST:   
City Clerk

Address: 5850 W. Glendale Avenue Ste. 315 Glendale, Arizona 85301  
Through: Mark Ivanich Direct: 623.930.3654 E-Mail [mivanich@glendaleaz.com](mailto:mivanich@glendaleaz.com)

Approved as to form

  
City Attorney

## **TERMS OF EXCESS LAND PURCHASE AGREEMENT AND DEPOSIT RECEIPT**

- ESCROW FEES:** When purchase is accomplished through escrow proceedings, the successful bidder shall pay all escrow and collection fees.
- SALE CLOSING SCHEDULE:** Completion of a cash sale, or close of escrow, shall be scheduled on or before sixty (60) days from the date of execution of this purchase agreement or by July 11, 2014 whichever is sooner. Any application for extension of time to complete sales transaction must be in writing and approved by ADOT. An additional deposit may be required for any such extension. This non-refundable additional deposit will be applied to the purchase price if the sales transaction closes.
- POSSESSION:** Possession will be granted upon recording of the Special Warranty Deed and any other closing documents required.
- FORFEITURE OF DEPOSIT:** In the event buyer withdraws its approved bid, or fails to comply with any of the terms of this Agreement, ADOT is hereby entitled to retain the deposit as liquidated damages and buyer forfeits its right to the property.
- NON-ASSIGNABILITY:** This Purchase Agreement and any escrow instructions arising therefrom are not assignable until the escrow has closed.
- ENVIRONMENTAL RELEASE:** Successful bidders for the purchase of excess land must sign an Environmental Release form.
- DISCLAIMER OF WARRANTIES:** The State through the Department of Transportation will convey by Special Warranty Deed only what right, title, and interest it has in the property and does not warrant marketability, sufficiency or color of title, ingress or egress to the property, zoning, utilities, or the ground location of property lines other than monumented highway right of way lines. The property is subject to all valid rights, exceptions and/or reservations (in accordance with Arizona Revised Statute 28-7210), whether or not these matters are of public record. Access to any existing utilities will be by way of what is existing at the time of this conveyance and shall be the responsibility of the Purchaser herein and the public or utility companies to show where that access is located. The obligation is upon the buyer to examine to their satisfaction the status of all matters affecting the property including the accuracy of title, boundaries, zoning, and physical conditions. If agricultural irrigation is to be supplied, the cost of extending service to the property is totally and expressly the cost of purchaser. It is understood that this Disclaimer of Warranties shall remain in full force and effect regardless of the language contained in any subsequent closing documents or deeds.

**RELEASE  
EXCESS LAND NO.: L-M-581**

STATE OF ARIZONA     )  
  ) SS.  
County of Maricopa     )

The State of Arizona, Arizona Department of Transportation (Seller) and City of Glendale, an Arizona municipal corporation (Buyer) have entered into a purchase and sale agreement (the Contract) dated May 13, 2014 and concerning the real property described in Exhibit A together with any improvements thereon.

The Contract requires Buyer release Seller of and from all liabilities, obligations and claims, known and unknown, that Buyer may now have against Seller or that may arise in the future based in whole or in part upon the presence of toxic or hazardous substances or other environmental contamination on or within the Property.

Therefore, in return for sale of the Property and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer agrees as follows:

Buyer hereby releases Seller of and from a) any and all claims, demands, causes of action, losses, damages, liabilities, costs and expenses of any kind, known or unknown, past, present or future relating to the Property arising out of any violation of any law, statute, ordinance, rule regulation order of determination of any governmental authority pertaining to health or environment and b) all matters known or unknown, past, present, or future, relating to any act, omission, event or circumstance related to hazardous substances or environmental contamination within, on, or released from the Property.

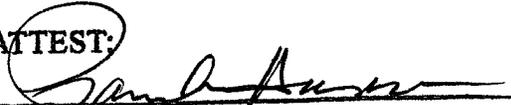
Buyer's agreement to release Seller is a material portion of the consideration for conveyance of the Property by Seller to Buyer.

The terms and provisions of this Release shall run with the Property and shall be binding upon Buyer and Buyer's successors in interest.

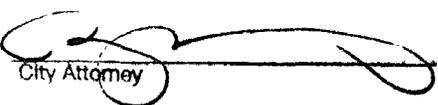
Executed this 21 day of May 2014.

Purchaser: City of Glendale, an Arizona municipal corporation

By   
Brenda S. Fischer, City Manager

ATTEST:  
  
City Clerk

Approved as to form

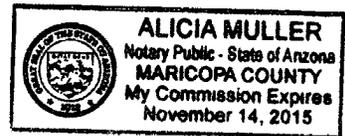
  
City Attorney

STATE OF ARIZONA        )  
                                      ) SS.  
County of Maricopa        )

The foregoing instrument was acknowledged before me this 20 day of May, 2014, by Brenda S. Fischer, City Manager of the City of Glendale, who acknowledged that she executed this instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have set my hand and official seal.

  
\_\_\_\_\_  
Notary Public in and for said County and State



My commission expires: November 14, 2015

## EXHIBIT "A"

That portion of the Southwest quarter of the Southwest quarter (SW $\frac{1}{4}$ SW $\frac{1}{4}$ ) of Section 35, Township 4 North, Range 1 East, Gila and Salt River Meridian, Maricopa County, Arizona, which lies between the existing northerly right of way line of Bell Road and the following described NEW RIGHT OF WAY LINE

### NEW RIGHT OF WAY LINE DESCRIPTION:

Commencing at a 3 inch Glendale brass cap in handhole 0.4 feet down marking the South quarter corner of said Section 35, being North 89°58'04" East 2645.04 feet from a 3 inch ADOT brass cap in handhole marking the Southwest corner of said Section 35;

thence along the South line of said Section 35 South 89°58'04" West 1489.63 feet;

thence North 00°01'56" West 104.05 feet to said existing northerly right of way line of Bell Road;

thence along said existing northerly right of way line of Bell Road North 87°19'00" West 371.46 feet to the POINT OF BEGINNING;

thence South 00°01'56" East 35.65 feet;

thence South 89°58'04" West 78.45 feet to Point "A" for later identification;

thence continuing South 89°58'04" West 206.24 feet to the POINT OF ENDING on said existing northerly right of way line of Bell Road,

thence South 00°01'56" East 86.00 feet to said South line of Section 35;

thence along said South line of Section 35 South 89°58'04" West 499.67 feet to said Southwest corner of Section 35.

12,072 square feet, more or less.

(continued)

**PAGE 1**

The parcel of land herein conveyed shall have no right or easement of access to or from Bell Road, providing however, that access shall be permitted to Bell Road easterly of Point "A" described above.

GRANTOR RESERVES unto the public and various utility companies, easements for existing utilities, if any, within the above described property, in accordance with Arizona Revised Statute 28-7210. Access to the existing utilities will be by way of what exists at the time of this conveyance and shall be the responsibility of the Grantee herein and of the public or utility companies to show where that access is located.

**PAGE 2**

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**PROJECT:** 101L MA 015 H7456

**LOCATION:** Bell Rd Right Turn Lane

**PARCEL:** L-M-581

sw 09-12-2013