

ORDINANCE NO. O17-07

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE EXECUTION OF SIX CONVEYANCE OF SEWERLINE EASEMENTS FOR SEWERLINES IN THE CITY OF GLENDALE AS PART OF THE PHASE FOUR WASTEWATER COLLECTION SYSTEM AND MANHOLE REHABILITATION CAPITAL IMPROVEMENT PROJECT AND DIRECTING THE CITY CLERK TO RECORD A CERTIFIED COPY OF THIS ORDINANCE.

WHEREAS, the City Council took action to authorize entering into a professional services agreement with Primatech L.L.C. for Phase Four of the wastewater and collection system and manhole rehabilitation project, passed and approved by City Council on November 24, 2014; and

WHEREAS, the owners of six parcels located at five locations: 7534 North 59th Avenue; 7533, 7534, 7539 (East parcel owner), 7539 (West parcel owner) and 7841 North 59th Lane within the City of Glendale have agreed to grant sewerline easements so that the new sewerline improvements will be located within a City easement and allow the City to install, repair, operate, maintain, remove and replace said sewerline improvements.

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

SECTION 1. The City of Glendale shall construct sewerline improvements and maintain these improvements consistent with the City Code.

SECTION 2. The Council hereby authorizes and instructs the City Manager to execute the six Conveyances of Easement, which are attached hereto as Exhibits 1-6, granting the sewerline easements described herein to the City so that the City may repair, install, maintain, operate, remove and replace these sewerlines.

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

SECTION 4. The City Clerk is accordingly instructed and authorized to forward a certified copy of this ordinance and accompanying sewerline easements for recording to the Maricopa County Recorder's Office.

[Signatures on the following page]

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this 28th day of February, 2017.

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

EXHIBIT 1

When recorded, mail to:
City Clerk, City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

CONVEYANCE OF EASEMENT

For Ten Dollars and other valuable consideration, We, **MICHAEL W. BAIRD AND MARTHA A. BAIRD as Trustees of the Baird Family Trust dated July 18, 2014**, do hereby convey to the City of Glendale, an Arizona Municipal Corporation, an easement to install, repair, operate, maintain and remove a sewer line and appurtenances ("facilities") upon, over and under the surface of the following described property:

See Attached Description, "Exhibit A"

Together with the right of ingress and egress to, from, across and along the Grantor's Property, and with the right to use lands adjacent to said easement during temporary periods of construction; the right to operate, repair, replace, maintain, and remove facilities and appurtenances from said premises; to add to or alter said facilities at any reasonable time; and to trim or remove any trees or shrubs that in the judgment of the City may interfere with the construction, operation or maintenance of said facilities.

By accepting this easement, the City of Glendale agrees to exercise reasonable care to avoid any damage to said real property above described.

Dated this _____ day of _____, 20__.

By: _____
Signer: **(Michael W. Baird)**

**Exempt Pursuant to A.R.S. §11-1134(A)(2),
11-1134(A)(3)**

By: _____
Signer: **(Martha A. Baird)**

Its: **(Trustees)**

STATE OF ARIZONA)
County of Maricopa) ss.

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by **(Michael W. Baird and Martha A. Baird, Trustees of the Baird Family Trust, dated July 18, 2014)**, who acknowledged that they executed this instrument for the purposes therein contained.

My commission expires:

Notary Public

7533 N. 59th Lane
Glendale, AZ 85301

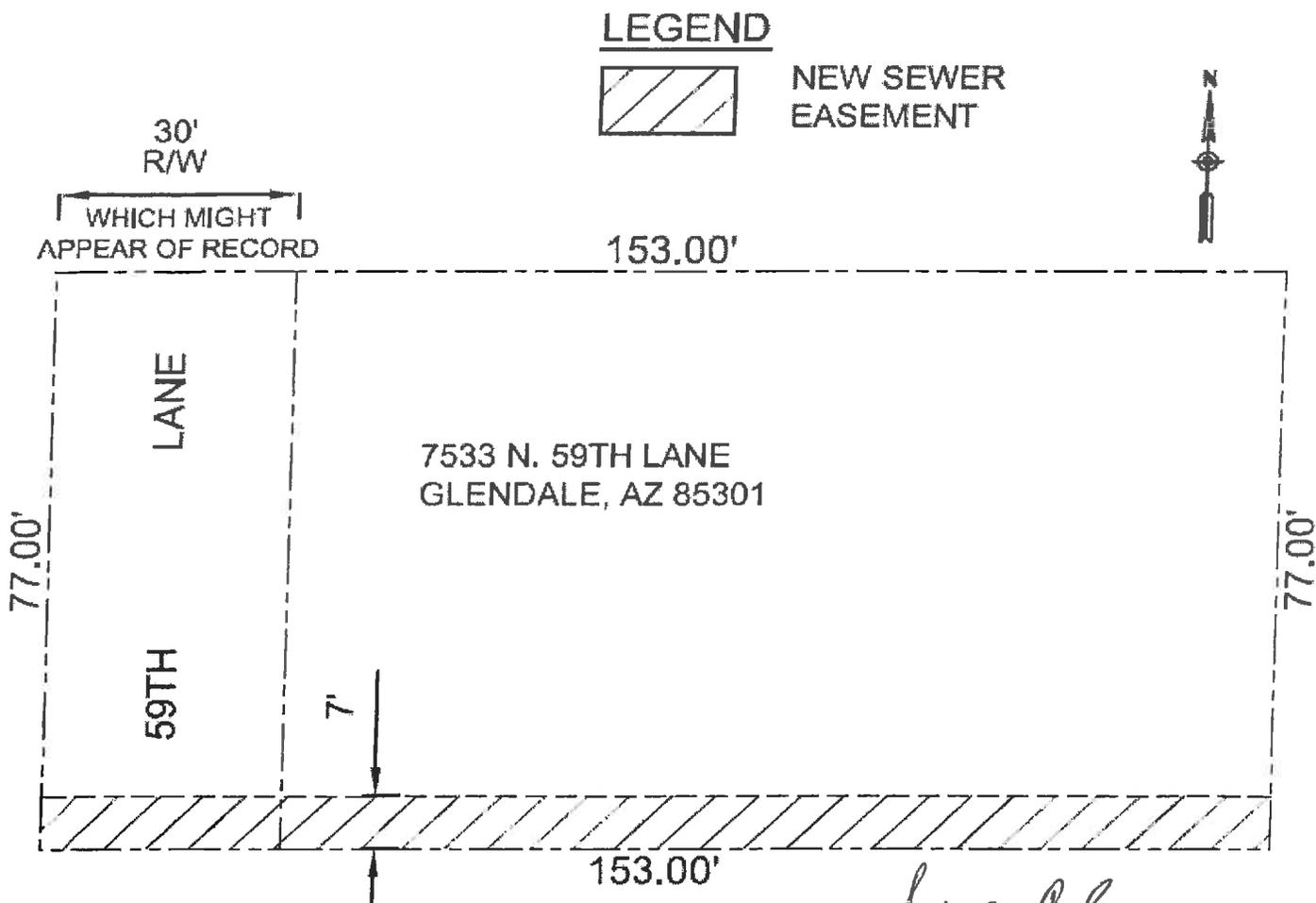
EXHIBIT "A"

A Portion of
The West 153 feet of the South 77 feet of North 16 rods of the West half of the East half of Lot 16,
HADSELL'S ADDITION TO GLENDALE, according to Book 2 of Maps, Page 10, records of Maricopa
County, Arizona.

SUBJECT TO ALL EASEMENTS, RIGHTS-OF-WAY, ETC WHICH MAY APPEAR OF RECORD

DESCRIBED AS FOLLOWS:

The North 7 feet thereof.



EXPIRES 6/30/16



7533 N 59TH LN
NEW SEWER EASEMENT
SEWER & MANHOLE REHABILITATION PHASE IV
CIP # 131419



EXHIBIT 2

When recorded, mail to:
City Clerk, City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

CONVEYANCE OF EASEMENT

For Ten Dollars and other valuable consideration, I, **Brian K. Patterson and Rachel M. Patterson, husband and wife**, do hereby convey to the City of Glendale, an Arizona Municipal Corporation, an easement to install, repair, operate, maintain and remove a water line and appurtenances ("facilities") upon, over and under the surface of the following described property:

See Attached Description, "Exhibit A"

Together with the right of ingress and egress to, from, across and along the Grantor's Property, and with the right to use lands adjacent to said easement during temporary periods of construction; the right to operate, repair, replace, maintain, and remove facilities and appurtenances from said premises; to add to or alter said facilities at any reasonable time; and to trim or remove any trees or shrubs that in the judgment of the City may interfere with the construction, operation or maintenance of said facilities.

By accepting this easement, the City of Glendale agrees to exercise reasonable care to avoid any damage to said real property above described.

Dated this _____ day of _____, 20__.

**Exempt Pursuant to A.R.S. §11-1134(A)(2),
11-1134(A)(3)**

By: _____
Signer: **(Brian K. Patterson)**
Its: **(Grantor)**

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by **(Brian K. Patterson, Husband, Grantor)**, who acknowledged that he executed this instrument for the purposes therein contained.

My commission expires:

Notary Public

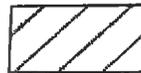
7534 N. 59th Lane
Glendale, AZ 85301

EXHIBIT "A"

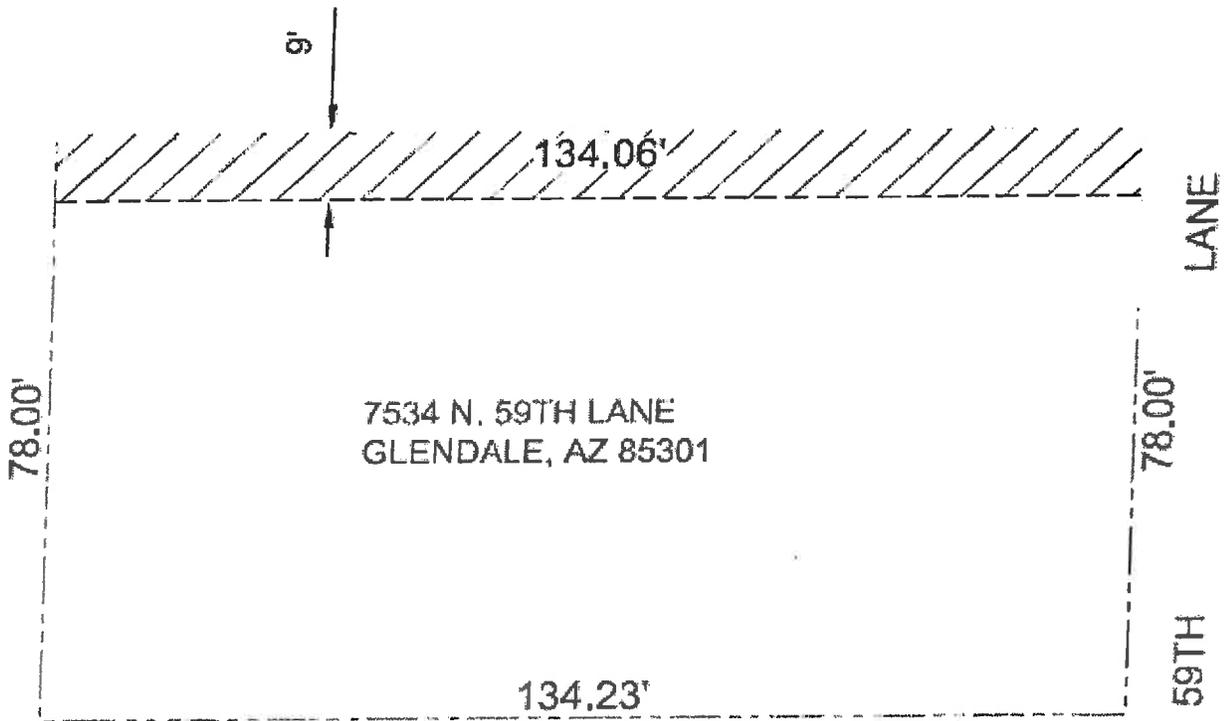
A Portion of
Lot 25, ALSOBROOK PLACE No. 2, according to Book 54 of maps, page 25, records of Maricopa
County, Arizona.

DESCRIBED AS FOLLOWS:
The North 9 feet thereof.

LEGEND



NEW SEWER
EASEMENT



EXPIRES 6/30/16



7534 N 59TH LN

NEW SEWER EASEMENT

SEWER & MANHOLE REHABILITATION PHASE IV

CIP # 131419



RECORDING REQUESTED BY
Chicago Title Agency, Inc.

C1

AND WHEN RECORDED MAIL TO:

Yo

Brian K. Patterson
Rachel M. Patterson
7534 N. 59th Ln.
Glendale, AZ 85301

ESCROW NO.: C1602014 - 322 - KC6

SPACE ABOVE THIS LINE FOR RECORDER'S USE

WARRANTY DEED

For the consideration of Ten Dollars, and other valuable consideration,

Jeffrey B. Dieterich, Personal Representative of The Estate of Jean R. Dieterich, deceased

("Grantor") conveys to

**Brian K. Patterson and Rachel M. Patterson, ^{husband and wife}~~Wife and Husband~~ as Community Property with
Right of Survivorship**

the following real property situated in Maricopa County, Arizona:

LOT 25, ALSOBROOK PLACE NO. 2, ACCORDING TO BOOK 54 OF MAPS, PAGE 25,
RECORDS OF MARICOPA COUNTY, ARIZONA.

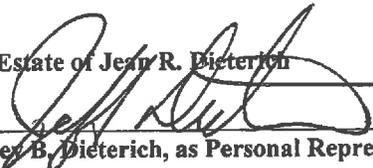
SUBJECT TO: Current taxes and other assessments, reservations in patents and all easements, rights of way, encumbrances, liens, covenants, conditions, restrictions, obligations, and liabilities as may appear of record.

Grantor warrants the title against all persons whomsoever, subject to the matters set forth above.

Dated: April 14, 2016

Grantor(s):

The Estate of Jean R. Dieterich


Jeffrey B. Dieterich, as Personal Representative

Escrow No. C1602014-322-KC6
Warranty Deed... Continued
Page 2 of 2

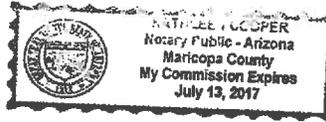
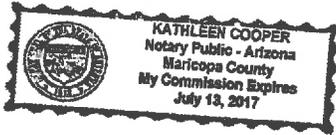
NOTARY ACKNOWLEDGEMENT(S) TO WARRANTY DEED

State of Arizona }
County of Maricopa } ss:

The foregoing document was acknowledged before me this 15th day of April 2016

by Jeffrey B. Dieterich, Personal Representative of The Estate of Jean R. Dieterich, deceased

(Seal) Kathleen Cooper
Notary Public
My commission expires: 7-13-17



Unofficial Document



Chicago Title Agency, Inc.

Escrow No.: C1602014 322 KC6

ACCEPTANCE OF COMMUNITY PROPERTY WITH RIGHT OF SURVIVORSHIP "DEED"

Brian K. Patterson and Rachel M. Patterson, Wife and Husband as Community Property with Right of Survivorship, each being first duly sworn upon oath, deposes and says, THAT I am one of the Grantees named in the deed attached to this Acceptance, dated April 14, 2016 , and executed by Jeffrey B. Dieterich, Personal Representative of The Estate of Jean R. Dieterich, deceased as Grantors, to Brian K. Patterson and Rachel M. Patterson, Wife and Husband as Community Property with Right of Survivorship as Grantees, and which conveys the real property to the Grantees named in the deed, not as tenants in common, nor as community property, nor as joint tenants with right of survivorship, but as community property with right of survivorship.

Each of us individually and jointly as Grantees assert and affirm that it is our intention to accept this conveyance as community property with right of survivorship and to acquire any interest we may have in the real property under the terms of the Deed as community property with right of survivorship.

Dated: March 11, 2016

GRANTEES:

[Signature of Brian K. Patterson]
Brian K. Patterson

Unofficial Document

[Signature of Rachel M. Patterson]
Rachel M. Patterson

NOTARY ACKNOWLEDGEMENT(S) TO ACCEPTANCE OF COMMUNITY PROPERTY WITH RIGHT OF SURVIVORSHIP DEED

State of Arizona
County of Maricopa

} ss:

The foregoing document was acknowledged before me this 20th day of April, 2016 by Brian K. Patterson and Rachel M. Patterson

(Seal)

[Signature of Notary Public]
Notary Public

My commission expires: April 29, 2017

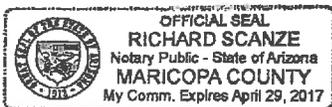


EXHIBIT 3

When recorded, mail to:
City Clerk, City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

CONVEYANCE OF EASEMENT

For Ten Dollars and other valuable consideration, We, **JOHN ROSALES GONZALES and BERTHA G. GONZALES, not as tenants in common, and not as joint tenants, but as community property with rights of survivorship**, do hereby convey to the City of Glendale, an Arizona Municipal Corporation, an easement to install, repair, operate, maintain and remove a sewer line and appurtenances ("facilities") upon, over and under the surface of the following described property:

See Attached Description, "Exhibit A"

Together with the right of ingress and egress to, from, across and along the Grantor's Property, and with the right to use lands adjacent to said easement during temporary periods of construction; the right to operate, repair, replace, maintain, and remove facilities and appurtenances from said premises; to add to or alter said facilities at any reasonable time; and to trim or remove any trees or shrubs that in the judgment of the City may interfere with the construction, operation or maintenance of said facilities.

By accepting this easement, the City of Glendale agrees to exercise reasonable care to avoid any damage to said real property above described.

Dated this _____ day of _____, 20__.

By: _____
Signer: **(John Rosales Gonzales)**

**Exempt Pursuant to A.R.S.§11-1134(A)(2),
11-1134(A)(3)**

By: _____
Signer: **(Bertha G. Gonzales)**

Its: **(Grantors)**

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by **(JOHN ROSALES Gonzales and BERTHA G. GONZALES, not as tenants in common, and not as joint tenants, but as community property with rights of survivorship, Grantors)**, who acknowledged that they executed this instrument for the purposes therein contained.

My commission expires:

Notary Public

7539 N. 59th Lane
Glendale, AZ 85301

EXHIBIT "A"

A portion of:

The North 264 feet of the west half of the east half of Lot 16, HADSELL'S ADDITION TO GLENDALE, according to book 2 of Maps, Page 10, records of Maricopa County, Arizona.

EXCEPT The South 66 feet thereof; and

EXCEPT the North 92.50 feet of the North 198 feet thereof; and

EXCEPT The west 153 feet thereof; and

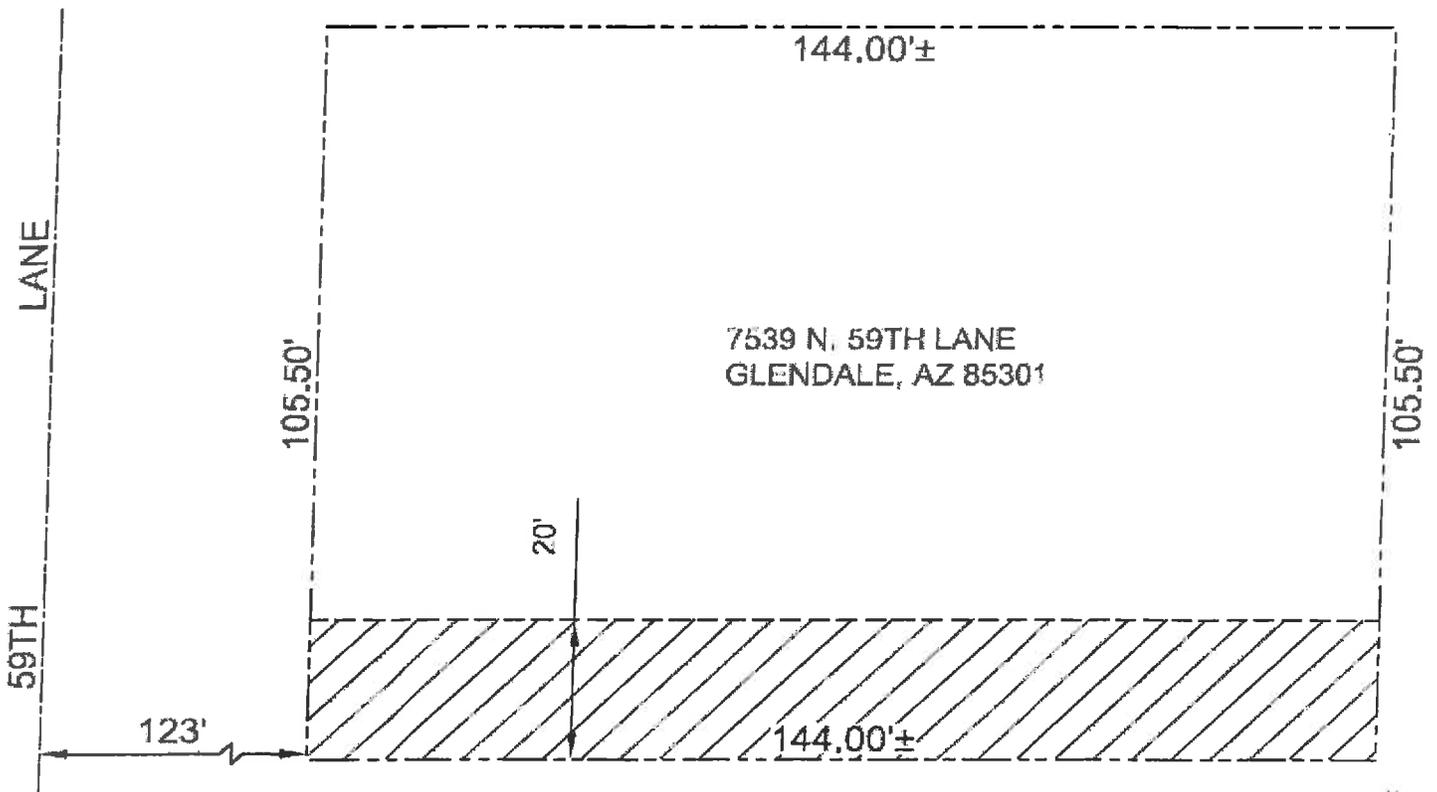
EXCEPT the East 20 feet thereof.

DESCRIBED AS FOLLOWS:

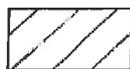
The South 20 feet thereof.



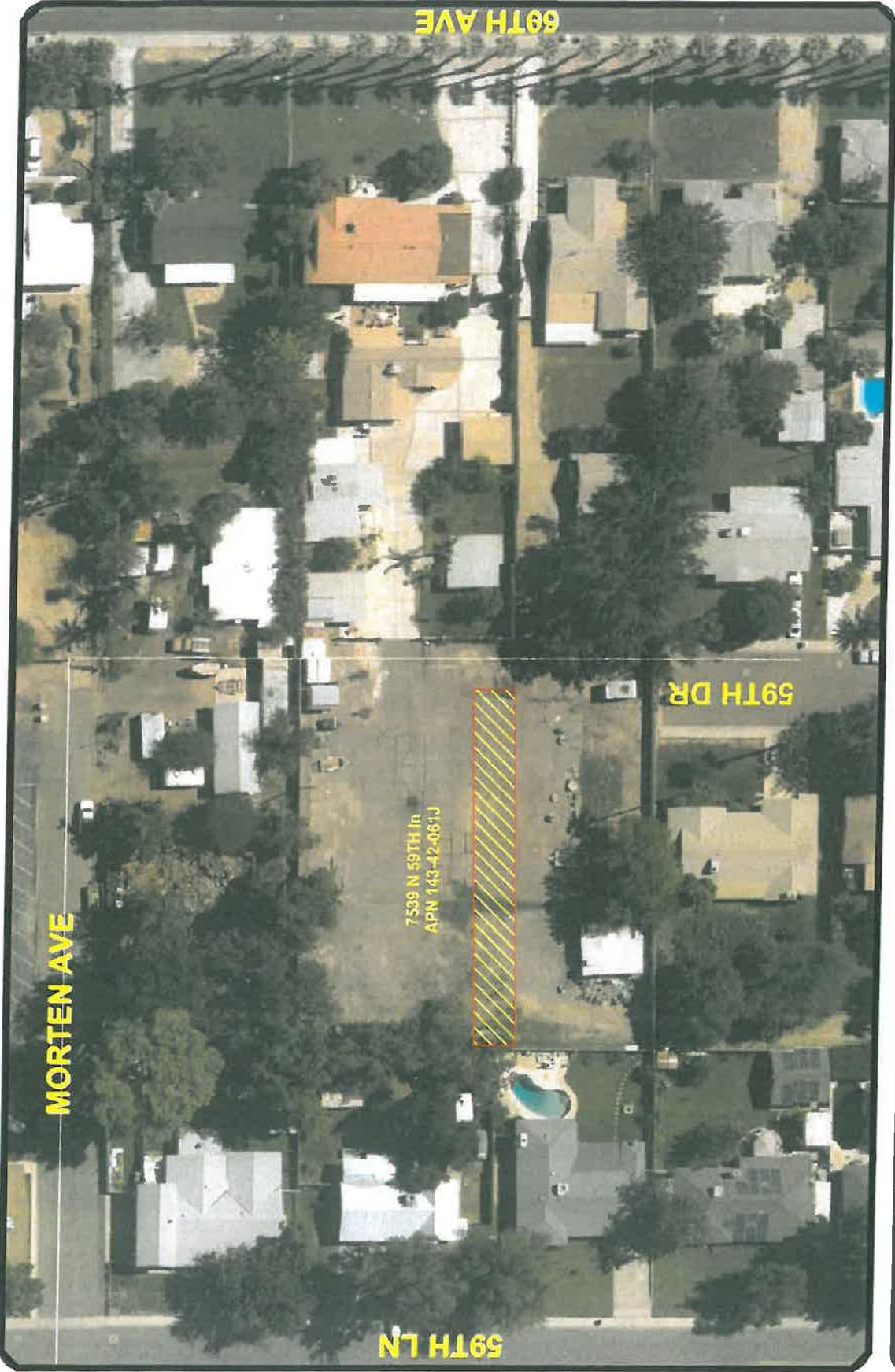
EXPIRES 6/30/16



LEGEND



NEW SEWER
EASEMENT



7539 N 59TH LN
NEW SEWER EASEMENT
SEWER & MANHOLE REHABILITATION PHASE IV
CIP # 131419

EXHIBIT 4

When recorded, mail to:
City Clerk, City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

CONVEYANCE OF EASEMENT

For Ten Dollars and other valuable consideration, I, **CAMERON JAMES BERRYHILL, A Single Man**, do hereby convey to the City of Glendale, an Arizona Municipal Corporation, an easement to install, repair, operate, maintain and remove a sewer line and appurtenances ("facilities") upon, over and under the surface of the following described property:

See Attached Description, "Exhibit A"

Together with the right of ingress and egress to, from, across and along the Grantor's Property, and with the right to use lands adjacent to said easement during temporary periods of construction; the right to operate, repair, replace, maintain, and remove facilities and appurtenances from said premises; to add to or alter said facilities at any reasonable time; and to trim or remove any trees or shrubs that in the judgment of the City may interfere with the construction, operation or maintenance of said facilities.

By accepting this easement, the City of Glendale agrees to exercise reasonable care to avoid any damage to said real property above described.

Dated this _____ day of _____, 20__.

**Exempt Pursuant to A.R.S. §11-1134(A)(2),
11-1134(A)(3)**

By: _____
Signer: **(Cameron James Berryhill)**
Its: **(Grantor)**

STATE OF ARIZONA)
County of Maricopa) ss.

The foregoing instrument was acknowledged before me this _____ day of _____, 20__
by **(Cameron James Berryhill, a single man, Grantor)**, who acknowledged that he executed this
instrument for the purposes therein contained.

My commission expires:

Notary Public

7539 N. 59th Lane
Glendale, AZ 85301

EXHIBIT "A"

A Portion of
THE WEST 153 FEET OF THE NORTH 264 FEET OF THE EAST HALF OF LOT 16, HADSELL'S
ADDITION TO GLENDALE, ACCORDING TO BOOK 2 OF MAPS, PAGE 10, RECORDS OF
MARICOPA.

EXCEPT THE NORTH 92.5 FEET THEREOF; AND

EXCEPT THE SOUTH 77 FEET THEREOF; AND

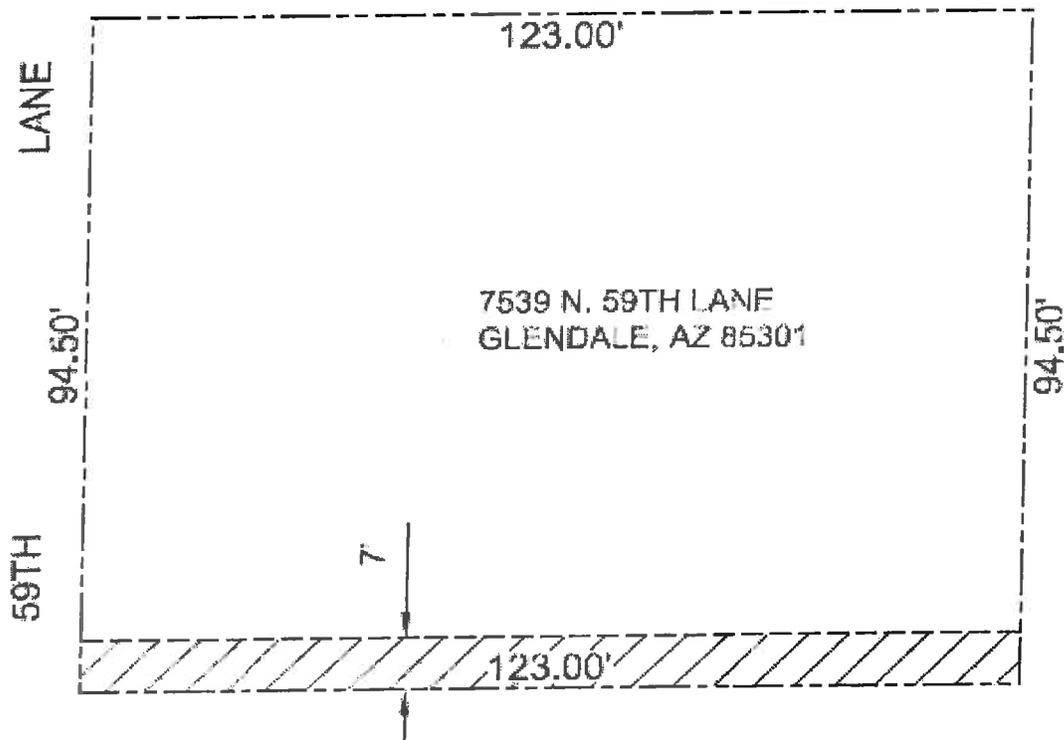
EXCEPT THE WEST 30 FEET THEREOF.

DESCRIBED AS FOLLOWS:

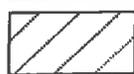
The South 7 feet there of.



EXPIRES 6/30/16

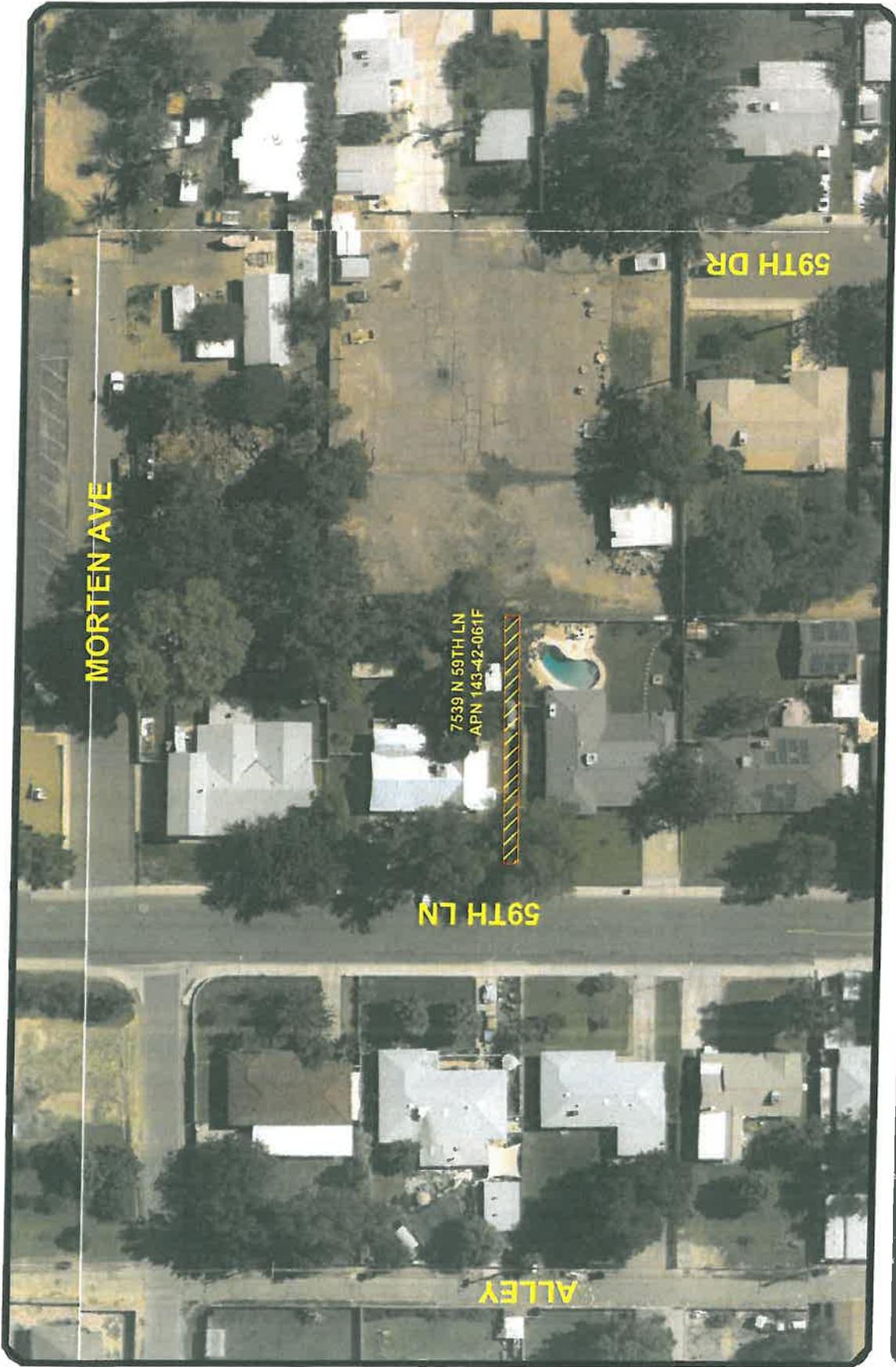


LEGEND



NEW SEWER
EASEMENT





7539 N 59TH LN
NEW SEWER EASEMENT
SEWER & MANHOLE REHABILITATION PHASE IV
CIP # 131419

EXHIBIT 5

When recorded, mail to:
City Clerk, City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

CONVEYANCE OF EASEMENT

For Ten Dollars and other valuable consideration, **REAL ESTATE BABY 20, LLC, an Arizona limited liability company**, does hereby convey to the City of Glendale, an Arizona Municipal Corporation, an easement to install, repair, operate, maintain and remove a sewer line and appurtenances ("facilities") upon, over and under the surface of the following described property:

See Attached Description, "Exhibit A"

Together with the right of ingress and egress to, from, across and along the Grantor's Property, and with the right to use lands adjacent to said easement during temporary periods of construction; the right to operate, repair, replace, maintain, and remove facilities and appurtenances from said premises; to add to or alter said facilities at any reasonable time; and to trim or remove any trees or shrubs that in the judgment of the City may interfere with the construction, operation or maintenance of said facilities.

By accepting this easement, the City of Glendale agrees to exercise reasonable care to avoid any damage to said real property above described.

Dated this _____ day of _____, 20__.

**Exempt Pursuant to A.R.S. §11-1134(A)(2),
11-1134(A)(3)**

STATE OF ARIZONA)
) ss.
County of Maricopa)

By: _____
Signer:
(Printed Name)
Its:
(Member, manager, etc)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__
by (name of person acknowledged and title or capacity to sign on behalf of Grantor), who
acknowledged that he executed this instrument for the purposes therein contained.

My commission expires:

Notary Public

7841 N. 59th Lane
Glendale, AZ 85301

EXHIBIT "A"

A Portion of
THE WEST 440 FEET OF THE SOUTHEAST QUARTER OF LOT 1, HADSELL'S ADDITION TO
GLENDALE, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY
RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 2 OF MAPS, PAGE 10;

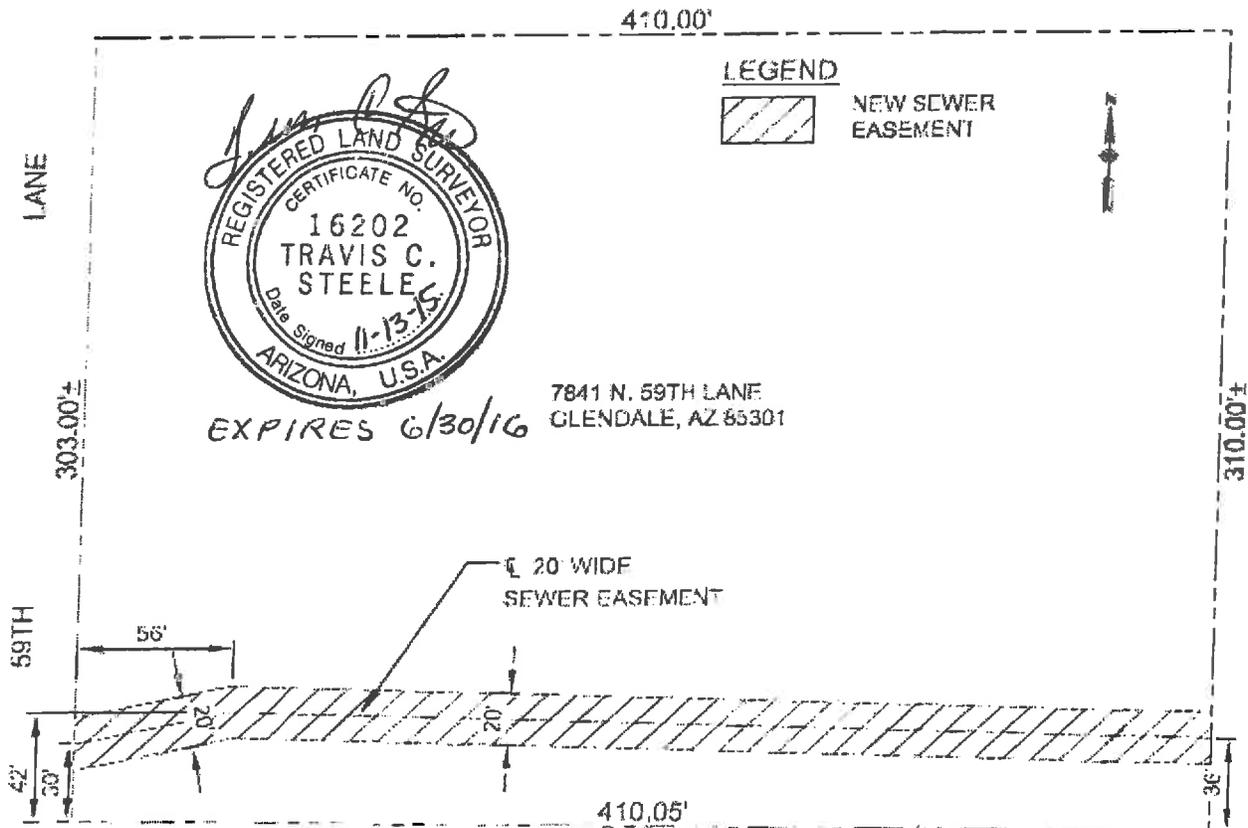
EXCEPT THE NORTH 16.5 FEET THEREOF; AND
EXCEPT THE WEST 30 FEET THEREOF,

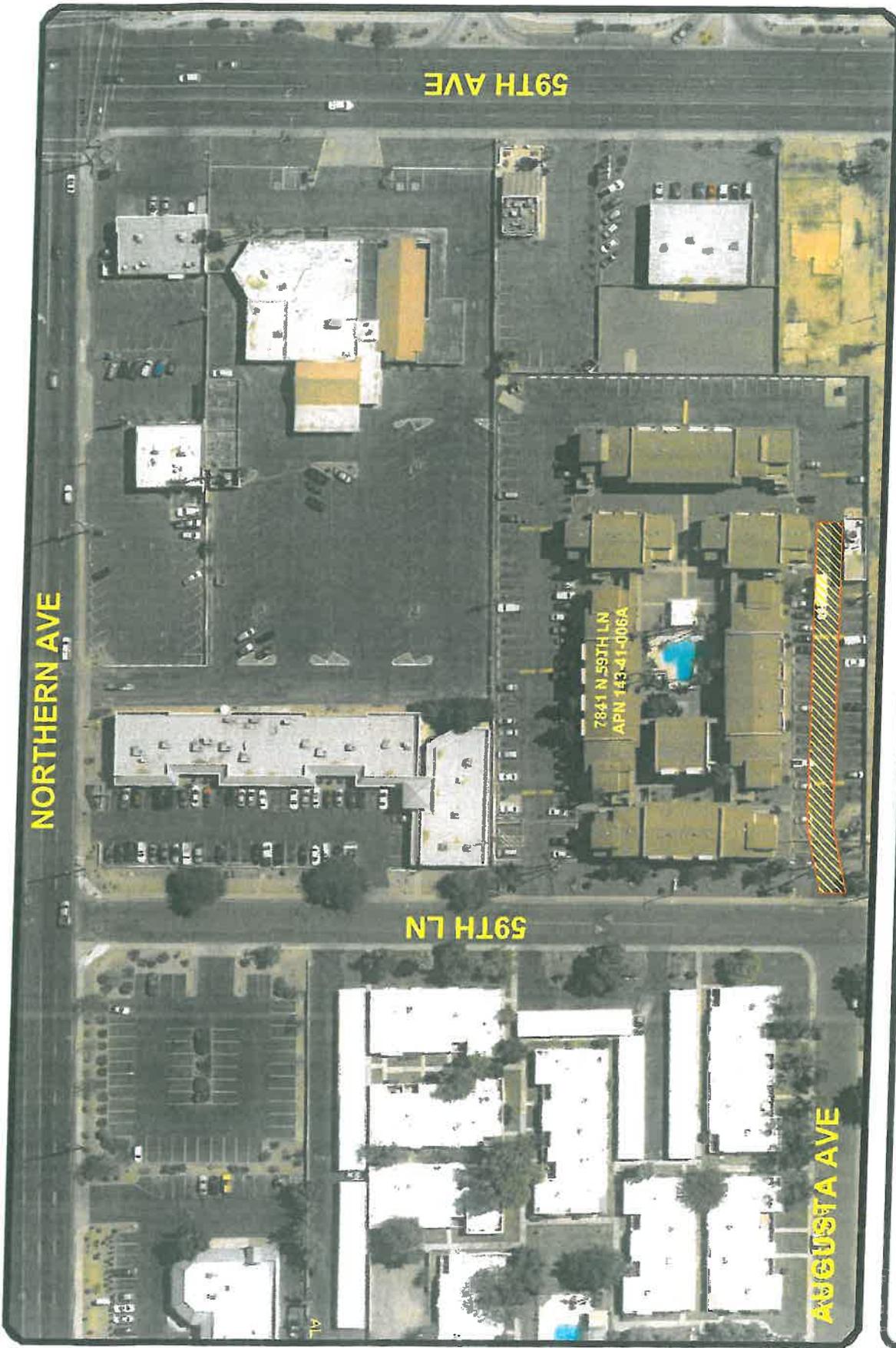
DESCRIBED AS FOLLOWS:

A 20 feet wide sewer easement the centerline of which is described as follows:
Commencing at the southeast corner of said WEST 440 FEET
thence north along the East boundary of said WEST 440
36 feet to the POINT OF BEGINNING of said centerline.

Thence: Westerly to a point 42 feet North of and 56 feet East of the Southwest corner of said WEST 440
FEET

Thence: South westerly to a point on the west boundary of said WEST 440 FEET
which is 30 feet Northerly along the said west boundary from the southwest corner of said
WEST 440 FEET
Said 20 feet easement is lengthened or shortened to intersect the boundaries of the said WEST
440 FEET





7841 N 59TH LN
NEW SEWER EASEMENT
SEWER & MANHOLE REHABILITATION PHASE IV
CIP # 131419



EXHIBIT 6

When recorded, mail to:
City Clerk, City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

CONVEYANCE OF EASEMENT

For Ten Dollars and other valuable consideration, We, **JAMES H. COLEMAN AND PEGGY J. COLEMAN, husband and wife**, do hereby convey to the City of Glendale, an Arizona Municipal Corporation, an easement to install, repair, operate, maintain and remove a sewer line and appurtenances (“facilities”) upon, over and under the surface of the following described property:

See Attached Description, “Exhibit A”

Together with the right of ingress and egress to, from, across and along the Grantor's Property, and with the right to use lands adjacent to said easement during temporary periods of construction; the right to operate, repair, replace, maintain, and remove facilities and appurtenances from said premises; to add to or alter said facilities at any reasonable time; and to trim or remove any trees or shrubs that in the judgment of the City may interfere with the construction, operation or maintenance of said facilities.

By accepting this easement, the City of Glendale agrees to exercise reasonable care to avoid any damage to said real property above described.

Dated this _____ day of _____, 20__.

By: _____
Signer: **(James H. Coleman)**

**Exempt Pursuant to A.R.S. §11-1134(A)(2),
11-1134(A)(3)**

By: _____
Signer: **(Peggy J. Coleman)**

Its: **(Grantors)**

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by **(James H. Coleman and Peggy J. Coleman, husband and wife, Grantors)**, who acknowledged that they executed this instrument for the purposes therein contained.

My commission expires:

Notary Public

7534 N. 59th Avenue
Glendale, AZ 85301

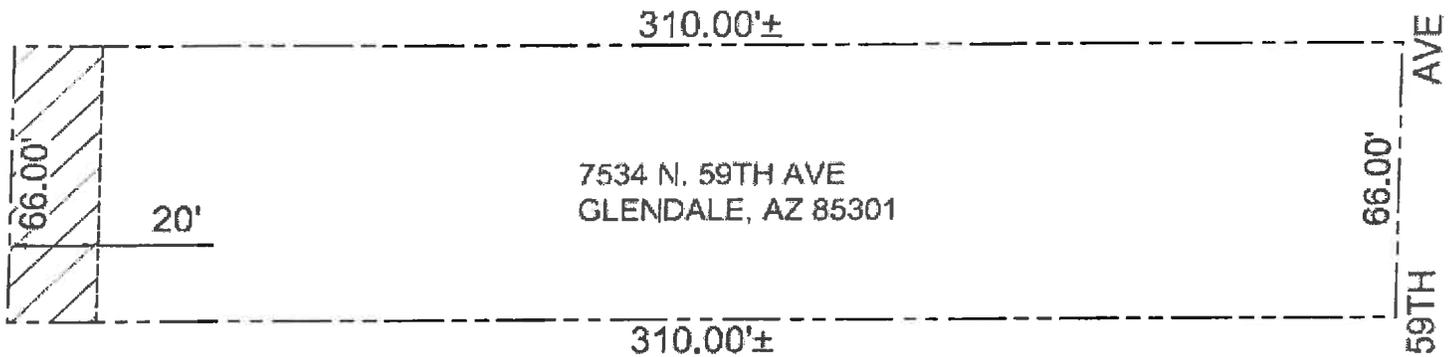
EXHIBIT "A"

A Portion of
The South 66 feet of the North 16 Rods of the East half of the East half of Lot 16, of HADSELL'S
ADDITION, according to the plat of record in the office of the County Recorder of Maricopa County,
Arizona, recorded in the Book 2 of Maps Page 10;

EXCEPT the East 7 feet thereof.

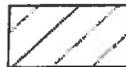
DESCRIBED AS FOLLOWS:

The West 20 feet thereof.



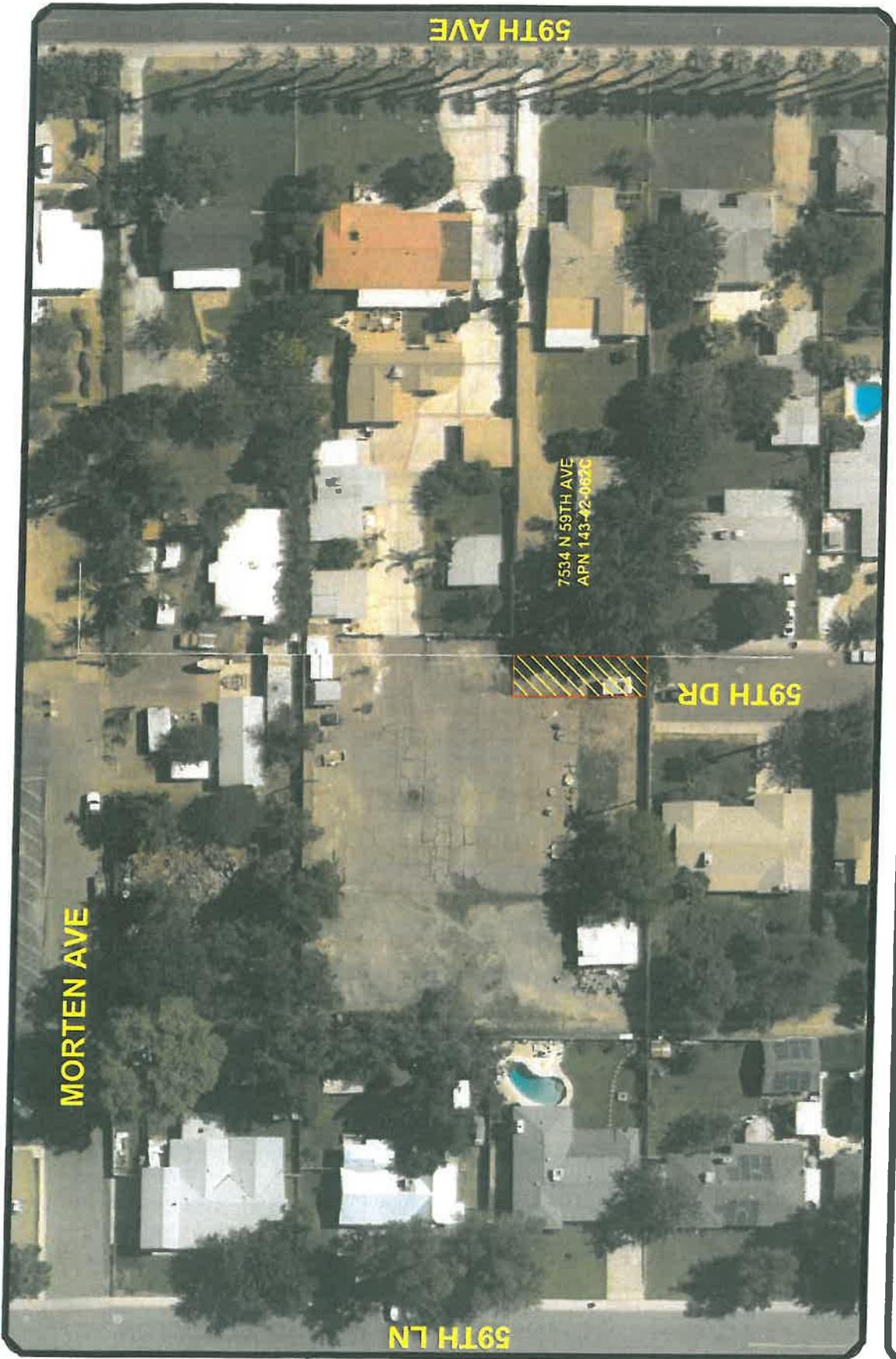
EXPIRES 6/30/16

LEGEND



NEW SEWER
EASEMENT





**7534 N 59TH AVE
NEW SEWER EASEMENT
SEWER & MANHOLE REHABILITATION PHASE IV
CIP # 131419**

