

10
MAY 12 2016



Chandler • Arizona
Where Values Make The Difference

MEMORANDUM Transportation & Development - Memo No. RE16-060

DATE: MAY 12, 2016

TO: MAYOR AND COUNCIL

THRU: MARSHA REED, CITY MANAGER *MR*
 NACHIE MARQUEZ, ASSISTANT CITY MANAGER *NM*
 R.J. ZEDER, TRANSPORTATION & DEVELOPMENT DIRECTOR *RJZ*
 DANIEL W. COOK, CITY ENGINEER *DWC*

FROM: ERICH KUNTZE, REAL ESTATE MANAGER *EK*

SUBJECT: RESOLUTION NO. 4921 AUTHORIZING THE ACQUISITION OF TWO (2) TEMPORARY CONSTRUCTION EASEMENTS NEEDED FOR THE BIKE LANE SAFETY IMPROVEMENTS AT THE NORTHWEST CORNER OF RAY ROAD AND THE PRICE 101 INTERSECTION PROJECT ST-1405, FOR \$2,988.00 PLUS CLOSING COSTS AND ESCROW FEES; AND AUTHORIZING THE CITY'S REAL ESTATE MANAGER TO SIGN, ON BEHALF OF THE CITY, THE PURCHASE AGREEMENTS AND ANY OTHER DOCUMENTS NECESSARY TO FACILITATE THESE ACQUISITIONS

RECOMMENDATION: Staff recommends City Council pass and adopt Resolution No. 4921 authorizing the acquisition of two (2) temporary construction easements needed for the Bike Lane Safety Improvements at the northwest corner of Ray Road and the Price 101 Intersection Project ST-1405 for \$2,988.00 plus closing costs and escrow fees; and authorizing the City's Real Estate Manager to sign, on behalf of the City, the purchase agreements and any other documents necessary to facilitate these acquisitions.

BACKGROUND/DISCUSSION: On November 20, 2014, the Chandler City Council approved the design contract for the Bike Lane Safety Improvements Project ST-1405 (the "Project"). The Project requires the acquisition of temporary construction easements on two (2) parcels as depicted on the attached map. The temporary construction easements are needed to allow the reconstruction of two curb ramps within the public right-of-way that connect to sidewalks on private property at this location. The property owners have agreed to sell the temporary construction easements to the City for \$2,988.00 (appraised value) and delivered signed purchase agreements to the City.

Memo No. RE16-060
May 12, 2016
Page 2

FINANCIAL IMPLICATIONS: Funds for this acquisition are provided for in the project budget.

PROPOSED MOTION: Move City Council pass and adopt Resolution No. 4921 authorizing the acquisition of two (2) temporary construction easements needed for the Bike Lane Safety Improvements at the northwest corner of Ray Road and the Price 101 Intersection Project ST-1405 for \$ 2,988.00 plus closing costs and escrow fees; and authorizing the City's Real Estate Manager to sign, on behalf of the City, the purchase agreements and any other documents necessary to facilitate these acquisitions.

Attachments: Maps
Resolution No. 4921



Chandler, Arizona

AUTHORIZING AND APPROVING THE ACQUISITION OF REAL PROPERTY AS NEEDED FOR THE BIKE LANE SAFETY IMPROVEMENTS AT THE NORTHWEST CORNER OF RAY RD AND THE PRICE 101 INTERSECTION



MEMO NO. RE16-060

RESOLUTION NO. 4921



TEMPORARY CONSTRUCTION EASEMENT



RESOLUTION NO. 4921

RESOLUTION NO. 4921 AUTHORIZING THE ACQUISITION OF TWO (2) TEMPORARY CONSTRUCTION EASEMENTS NEEDED FOR THE BIKE LANE SAFETY IMPROVEMENTS AT THE NORTHWEST CORNER OF RAY ROAD AND THE PRICE 101 INTERSECTION PROJECT ST-1405, FOR \$2,988.00 PLUS CLOSING COSTS AND ESCROW FEES; AND AUTHORIZING THE CITY'S REAL ESTATE MANAGER TO SIGN, ON BEHALF OF THE CITY, THE PURCHASE AGREEMENTS AND ANY OTHER DOCUMENTS NECESSARY TO FACILITATE THESE ACQUISITIONS

WHEREAS, the City is agreeable to acquiring two (2) Temporary Construction Easements required for the construction of the Bike Lane Safety Improvements at the northwest corner of the Price 101 and Ray Road intersection for a price of \$2,988.00 plus closing costs and escrow fees; and

WHEREAS, the owners of the property adjacent to the project has agreed to sell the two (2) temporary construction easements to the City for a price of \$2,988.00 plus closing costs and escrow fees;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Chandler, Arizona, as follows:

Section 1. That the City Council of the City of Chandler, Arizona is authorized to acquire the two (2) Temporary Construction Easements, described in Exhibits "A", and "A-1" attached hereto and made a part hereof by reference.

Section 2. That the Temporary Construction Easements will be in the form as approved by the City Attorney.

Section 3. That subject to Section 2 above, the City's Real Estate Manager, is authorized to execute, deliver and deposit into escrow the approved purchase agreements, along with all other documents and instructions necessary to consummate the purchase of said temporary construction easements.

PASSED AND ADOPTED by the City Council this _____ day of _____, 2016.

ATTEST:

CITY CLERK

MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 4921 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the ____ day of _____, 2016, and that a quorum was present thereat.

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY *CAD*

EXHIBIT "A"

When recorded, mail to:
City of Chandler
City Clerk
P.O. Box 4008, Mail Stop 606
Chandler, AZ 85244-4008

APN: 301-63-804
Section 24, Township 1 South, Range 4 East

This document is exempt from Affidavit and Fee requirement pursuant to A.R.S. § 11-1134(A)(2).

TEMPORARY CONSTRUCTION EASEMENT

For and in consideration of the sum of Ten and No/100 Dollars (\$10.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, WELLS REIT II - SAN TAN CORPORATE CENTER I, LLC, a Delaware limited liability company ("Grantor"), does hereby grant and convey to the CITY OF CHANDLER, an Arizona municipal corporation ("Grantee"), a Temporary Construction Easement in connection with the construction of Bike Lane Safety Improvements St-1405 (the "Project"). The purpose of this Temporary Construction Easement is to allow Grantee, its agents, contractors and assigns, to use the property, as described herein, for the improvement of Project. This Temporary Construction Easement shall be on, over, and across that certain real property situated in Maricopa County, Arizona, and more particularly described in Exhibit "A", attached hereto and made a part hereof by this reference (the "Easement Property").

The term of this easement shall be 60 days, commencing on the start of construction of the Project and ending on 60 days thereafter. In the event completion of the Project occurs earlier than the full term of this easement, Grantee shall terminate this easement by written notice to Grantor. During the term of this easement and the construction of the Project, Grantee shall use reasonable efforts not to unreasonably interfere with ingress and egress to and from the Grantor's property surrounding the Easement Property.

Grantor covenants to and with Grantee and its assigns that he is lawfully seized and possessed of the Easement Property, that Grantor has good and lawful right to grant said easement interest, and that Grantor warrants and will defend the title to said easement interest against all claims and demands.

Grantee shall repair and restore the Easement Property to a like or equivalent condition as existed prior to the construction activity and shall be responsible for any damages, claims or losses occurring on the Easement Property during the term of this easement caused by Grantee's negligent use of the Easement Property or by the negligent acts or conduct of Grantee's employees, agents, contractors or assigns.

[Grantor's Signature Page Follows]

DATED this 25 day of April, 2016.

GRANTOR:

WELLS REIT II - SANTAN CORPORATE CENTER I, LLC, a Delaware limited liability company

By: Columbia Property Trust Operating Partnership, L.P., a Delaware limited partnership, its sole member

By: Columbia Property Trust, Inc., a Maryland corporation, its general partner

By: [Signature]
Name: Kevin A. Hoover
Title: Senior Vice President

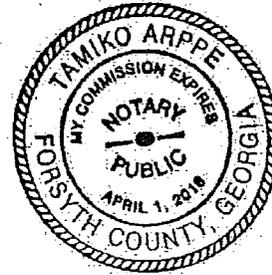
STATE OF Georgia)
County of Fulton) ss.

The foregoing Temporary Construction Easement was acknowledged before me this 25 day of April, 2016, by Kevin Hoover, as the Senior Vice President of WELLS REIT II - SANTAN CORPORATE CENTER I, LLC, a Delaware limited liability company, for the company, being authorized so to do.

[Signature]
Notary Public

My Commission Expires:

April 1, 2018



[Grantee's Signature Page Follows]



PARCEL No. 301-63-804
EXHIBIT A
LEGAL DESCRIPTION

A Temporary Construction Easement over a portion of Lot 1 as shown on the final plat for San Tan Corporate Center recorded in Book 539, Page 41, Maricopa County Records and as conveyed to Wells REIT II - San Tan Corporate Center I, LLC by deed of record in Instrument No. 2006-0520128, Maricopa County Records lying within the Southeast Quarter of Section 24, Township 1 South, Range 4 East of the Gila and Salt River Meridian, City of Chandler, Maricopa County, Arizona, more particularly described as follows:

Commencing at the Southeast corner of said Section 24 (PK Nail) from which point the South Quarter corner hereof (3" City of Chandler brass cap in hand hole) bears S 88°47'45" W a distance of 2654.06 feet;

Thence S 88°47'45" W, along the south line of said Southeast Quarter, a distance of 732.52 feet;

Thence N 01°12'15" W, across the right-of-way of Ray Road, a distance of 68.74 feet to a point on the north line thereof coincident with the Southeast corner of said Lot 1 the POINT OF BEGINNING;

Thence S 86°53'14" W, along said north right-of-way line, a distance of 70.27 feet;

Thence N 09°53'27" E, across said Lot 1, a distance of 28.51 feet;

Thence N 89°57'13" E, continuing across said Lot 1, a distance of 64.96 feet to the east line thereof;

Thence S 00°44'14" E, along said east line, a distance of 24.33 feet to the southeast corner of said Lot 1, the POINT OF BEGINNING.

The above described easement contains 0.0403 acre of land (1,766.29 s.f.), more or less, including any easements of record.

The basis of bearing for the above description is S 88°47'45" W for the South line of the Southeast Quarter of Section 24, Township 1 South, Range 4 East of the Gila & Salt River Meridian, City of Chandler, Maricopa County, Arizona as calculated from a PLSS Subdivision Record of Survey-Maricopa County Geodetic Densification and Cadastral Survey recorded in Book 673, Page 25, Maricopa County Records.

ST1405.201 BIKE LANE SAFETY IMPROVEMENTS
PROJECT No.: RPA - 214091
Date: 3/3/16
NEW TEMPORARY CONSTRUCTION EASEMENT

Preparing Firm:



RITCOH-POWELL
& Associates
602.263.1177
www.ritochpowell.com



COPIES 3/31/2017



PARCEL No. 301-63-804
EXHIBIT A
TCE CLOSURE REPORT

North: 844259.3538 East: 706313.7827

Segment #1 : Line

Course: S86°53'14"W Length: 70.27'
North: 844255.5379 East: 706243.6164'

Segment #2 : Line

Course: N09°53'27"E Length: 28.51'
North: 844283.6241' East: 706248.5135'

Segment #3 : Line

Course: N89°57'13"E Length: 64.96'
North: 844283.6768' East: 706313.4735'

Segment #4 : Line

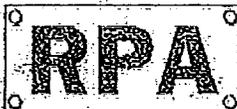
Course: S00°44'14"E Length: 24.33'
North: 844259.3488' East: 706313.7866'

Perimeter: 188.07' Area: 1766.29 Sq. Ft. (0.0405 ACRE)
Error Closure: 0.0064 Course: S38°00'24"E
Error North: -0.00502 East: 0.00392

Precision: 1:29,385.94

ST1405.201 BIKE LANE SAFETY IMPROVEMENTS
PROJECT No.: RPA - 214091
Date: 3/3/16 NEW TEMPORARY CONSTRUCTION EASEMENT

Preparing Firm:



RITCOH-POWELL
& Associates
202.263.1177
www.rilochpowell.com



DPRES 3/31/2017

EXHIBIT "A-1"

When recorded, mail to:
City of Chandler
City Clerk
P.O. Box 4008, Mail Stop 606
Chandler, AZ 85244-4008

APN: 301-63-805
Section 24, Township 1 South, Range 4 East

This document is exempt from Affidavit and Fee requirement pursuant to A.R.S. § 11-1134(A)(2).

TEMPORARY CONSTRUCTION EASEMENT

For and in consideration of the sum of Ten and No/100 Dollars (\$10.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, **WELLS REIT II – SAN TAN CORPORATE CENTER II, LLC**, a Delaware limited liability company (“Grantor”), does hereby grant and convey to the **CITY OF CHANDLER**, an Arizona municipal corporation (“Grantee”), a Temporary Construction Easement in connection with the construction of Bike Lane Safety Improvements St-1405 (the “Project”). The purpose of this Temporary Construction Easement is to allow Grantee, its agents, contractors and assigns, to use the property, as described herein, for the improvement of Project. This Temporary Construction Easement shall be on, over, and across that certain real property situated in Maricopa County, Arizona, and more particularly described in Exhibit “A”, attached hereto and made a part hereof by this reference (the “Easement Property”).

The term of this easement shall be 60 days, commencing on **the start of construction** of the Project and ending on **60 days thereafter**. In the event completion of the Project occurs earlier than the full term of this easement, Grantee shall terminate this easement by written notice to Grantor. During the term of this easement and the construction of the Project, Grantee shall use reasonable efforts not to unreasonably interfere with ingress and egress to and from the Grantor’s property surrounding the Easement Property.

Grantor covenants to and with Grantee and its assigns that he is lawfully seized and possessed of the Easement Property, that Grantor has good and lawful right to grant said easement interest, and that Grantor warrants and will defend the title to said easement interest against all claims and demands.

Grantee shall repair and restore the Easement Property to a like or equivalent condition as existed prior to the construction activity and shall be responsible for any damages, claims or losses occurring on the Easement Property during the term of this easement caused by Grantee’s negligent use of the Easement Property or by the negligent acts or conduct of Grantee’s employees, agents, contractors or assigns.

[Grantor’s Signature Page Follows]

DATED this 18 day of April, 2016.

GRANTOR:

WELLS REIT II - SANTAN CORPORATE CENTER II, LLC, a Delaware limited liability company

By: Columbia Property Trust Operating Partnership, L.P., a Delaware limited partnership, its sole member

By: Columbia Property Trust, Inc., a Maryland corporation, its general partner

By: [Signature]
Name: Kevin A. Hoover
Title: Senior Vice President

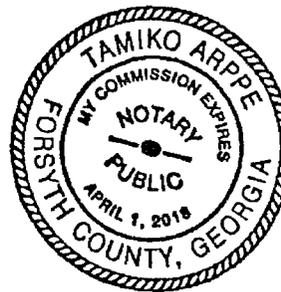
STATE OF Georgia)
County of Fulton) ss.

The foregoing Temporary Construction Easement was acknowledged before me this 18 day of April, 2016, by Kevin Hoover, as the Senior Vice President of WELLS REIT II - SANTAN CORPORATE CENTER II, LLC, a Delaware limited liability company, for the company, being authorized so to do.

[Signature]
Notary Public

My Commission Expires:

April 1, 2018



[Grantee's Signature Page Follows]

GRANTEE:

CITY OF CHANDLER, an Arizona municipal corporation

By: _____

Name: _____

Title: _____

STATE OF _____)
) ss.
County of _____)

The foregoing Temporary Construction Easement was acknowledged before me this ____ day of _____, 2016, by _____, as the _____ of the City of Chandler, an Arizona municipal corporation, for the corporation, being authorized so to do.

Notary Public

My Commission Expires:

APPROVED AS TO FORM:

GAB
CITY ATTORNEY

EXHIBIT A

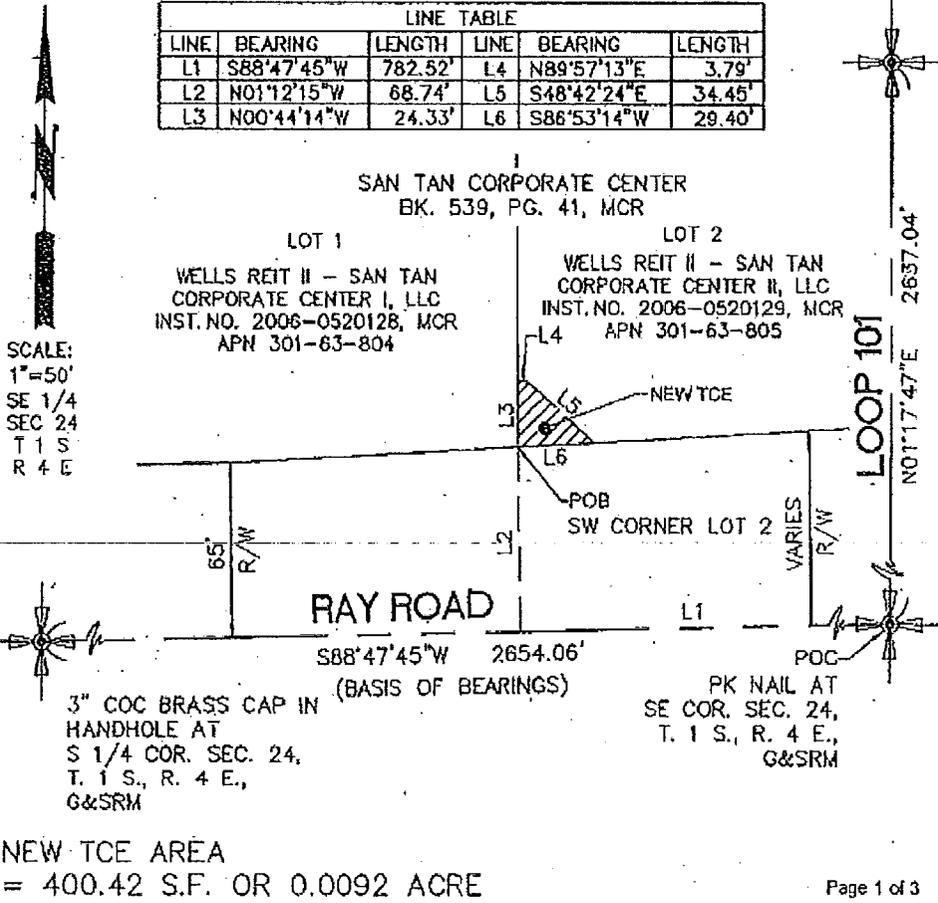
EASEMENT PROPERTY



PARCEL No. 301-63-805
EXHIBIT A
SKETCH

3" ADOT HWY DIV.
ALUMINUM CAP FLUSH AT
N 1/4 COR. SEC. 24,
T. 1 S., R. 4 E., G&SRM

LINE TABLE					
LINE	BEARING	LENGTH	LINE	BEARING	LENGTH
L1	S88°47'45"W	782.52'	L4	N89°57'13"E	3.79'
L2	N01°12'15"W	68.74'	L5	S48°42'24"E	34.45'
L3	N00°44'14"W	24.33'	L6	S86°53'14"W	29.40'



NEW TCE AREA
= 400.42 S.F. OR 0.0092 ACRE

Page 1 of 3

Date: 3/3/16
Preparing Firm: **RPA** RITOCH-POWELL & Associates
602.263.1177
www.rilochpowell.com



EXPIRES 3/31/2017



Chandler • Arizona
Place Where Ideas Take Shape

PARCEL No. 301-63-805

EXHIBIT A

LEGAL DESCRIPTION

A Temporary Construction Easement over a portion of Lot 2 as shown on the final plat for San Tan Corporate Center recorded in Book 539, Page 41, Maricopa County Records and as conveyed to Wells REIT II - San Tan Corporate Center II, LLC by deed of record in Instrument No. 2006-0520129, Maricopa County Records lying within the Southeast Quarter of Section 24, Township 1 South, Range 4 East of the Gila and Salt River Meridian, City of Chandler, Maricopa County, Arizona, more particularly described as follows:

Commencing at the Southeast corner of said Section 24 (PK Nail) from which point the South Quarter corner thereof (3" City of Chandler brass cap in hand hole) bears S 88°47'45" W a distance of 2654.06 feet;

Thence S 88°47'45" W, along the South line of said Southeast Quarter, a distance of 782.52 feet;

Thence N 01°12'15" W, across the right-of-way of Ray Road, a distance of 68.74 feet to a point on the north line thereof coincident with the Southwest corner of said Lot 2 the POINT OF BEGINNING;

Thence N 00°44'14" W, along the west line of said Lot 2, a distance of 24.33 feet;

Thence N 89°57'13" E, across said Lot 2, a distance of 3.79 feet;

Thence S 48°42'24" E, continuing across said Lot 2, a distance of 34.45 feet to the north right-of-Way line of Ray Road;

Thence S 86°53'14" W, along said north right-of-way line, a distance of 29.40 feet to the Southwest corner of said Lot 2, the POINT OF BEGINNING.

The above described easement contains 0.0092 acre of land (400.42 s.f.), more or less, including any easements of record.

The basis of bearing for the above description is S 88°47'45" W for the South line of the Southeast Quarter of Section 24, Township 1 South, Range 4 East of the Gila & Salt River Meridian, City of Chandler, Maricopa County, Arizona as calculated from a PLSS Subdivision Record of Survey-Maricopa County Geodetic Densification and Cadastral Survey recorded in Book 673, Page 25, Maricopa County Records.

Page 2 of 3

ST1405.201 BIKE LANE SAFETY IMPROVEMENTS
PROJECT No.: RPA - 214091
NEW TEMPORARY CONSTRUCTION EASEMENT

Date: 3/3/16

Preparing Firm:



RITICH-POWELL
& Associates
602.263.1177
www.ritichpowell.com



EXPIRES 3/31/2017



PARCEL No. 301-63-805
EXHIBIT A
TCE CLOSURE REPORT

North: 844259.3538' East: 706313.7827'

Segment #1 : Line

Course: N00°44'14"W Length: 24.33'
North: 844283.6818' East: 706313.4696'

Segment #2 : Line

Course: N89°57'13"E Length: 3.79'
North: 844283.6848' East: 706317.2596'

Segment #3 : Line

Course: S48°42'24"E Length: 34.45'
North: 844260.9507' East: 706343.1432'

Segment #4 : Line

Course: S86°53'14"W Length: 29.40'
North: 844259.3542' East: 706313.7866'

Perimeter: 91.96' Area: 400.42 Sq. Ft. (0.0092 ACRE)

Error Closure: 0.0039 Course: N83°55'59"E

Error North: 0.00042 East: 0.00392

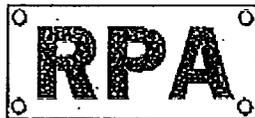
Precision 1: 23,582.05

Page 3 of 3

Date: 3/3/16

ST1405.201 BIKE LANE SAFETY IMPROVEMENTS
PROJECT No.: RPA - 214091
NEW TEMPORARY CONSTRUCTION EASEMENT

Preparing Firm:



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EXPIRES 3/31/2017