

Repl # 7

JUL 31 2008



Chandler • Arizona
Where Values Make The Difference

MEMORANDUM

Council Memo No. RE 09-004

DATE: JULY 31, 2008

TO: MAYOR AND COUNCIL

THRU: W. MARK PENTZ, CITY MANAGER
R.J. ZEDER, PUBLIC WORKS DIRECTOR
DANIEL W. COOK, DEPUTY PUBLIC WORKS DIRECTOR
MIKE NORMAND, TRANSIT SERVICES AND PLANNING MANAGER

FROM: ERICH KUNTZE, REAL ESTATE MANAGER

SUBJECT: RESOLUTION NO. 4193 ACCEPTING A SPECIAL WARRANTY DEED FOR 0.185 ACRES FROM SHEA HOMES LIMITED PARTNERSHIP AT NO COST FOR THE USA FEE PROPERTY EXCHANGE AT THE INTERSECTION OF ARIZONA AVENUE AND APPLEBY ROAD

RECOMMENDATION: Staff recommends Council pass and adopt Resolution No. 4193 accepting a special warranty deed for (0.185 acres) from Shea Homes Limited Partnership at no cost for the USA Fee property exchange at the intersection of Arizona Avenue and Appleby Road.

BACKGROUND/DISCUSSION: On July 26, 2007, Council approved Ordinance No. 3924 granting an irrigation easement to Salt River Project (SRP) to relocate irrigation facilities due to the development of Avalon at Dobson Crossing by Shea Homes located at Arizona Avenue and Appleby Road. A requirement was that the developer must also complete an exchange of USA fee land.

FINANCIAL IMPLICATIONS:

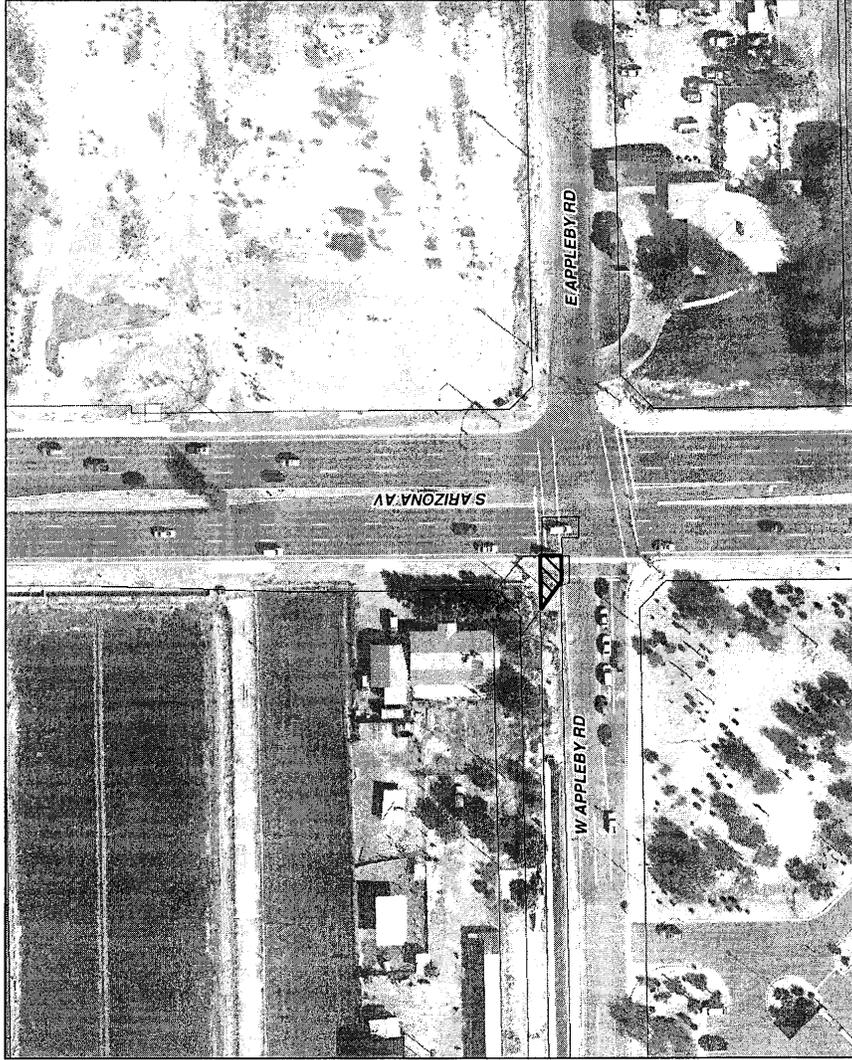
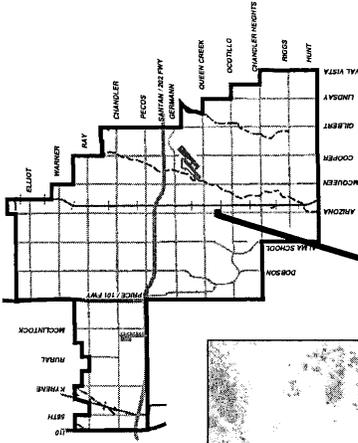
Costs: None
Savings: None
Long Term Costs: None
Fund Source: None

Page Two
Memo RE 09-004
Resolution No. 4193 / Council Mtg. of 7-31-08

PROPOSED MOTION: Move that Council pass and adopt Resolution No.4193 accepting a special warranty deed for (0.185 acres) from Shea Homes Limited Partnership at no cost for the USA Fee property exchange at the intersection of Arizona Avenue and Appleby Road.

Attachments: Location/Site Map
Resolution No. 4193

USA FEE PROPERTY EXCHANGE



MEMO NO. RE09-004
RESOLUTION NO. 4193



RESOLUTION NO. 4193

A RESOLUTION OF THE COUNCIL OF THE CITY OF CHANDLER, ARIZONA, AUTHORIZING THE ACCEPTANCE OF A SPECIAL WARRANTY DEED FOR 0.185 ACRES FROM SHEA HOMES LIMITED PARTNERSHIP AT NO COST FOR THE USA FEE PROPERTY EXCHANGE AT THE INTERSECTION OF ARIZONA AVENUE AND APPLEBY ROAD

WHEREAS, the City is agreeable to accepting the grant of a special warranty deed to the City of Chandler for the conveyance of 0.185 acres; and

WHEREAS, the property owner has granted a special warranty deed to the City of Chandler to accommodate the 0.185 acres dedication; and

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 accept the special warranty deed for that certain property described in Exhibit "A", attached hereto and made a part hereof by reference.

Section 2. That the special warranty deed will be in the form as approved by the City Attorney.

Section 3. That the Mayor of the City of Chandler, Arizona, is hereby authorized to sign, accepting the special warranty deed on behalf of the City.

Section 4. That the Real Estate Operations Coordinator is authorized to record the approved deed, and is hereby authorized to execute any other documents necessary to facilitate this transaction.

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this _____ day of _____, 2008.

ATTEST:

CITY CLERK

MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 4193 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the _____ day of _____, 2008, and that a quorum was present thereat.

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY *GMB*

ACCEPTANCE

The CITY OF CHANDLER, an Arizona Municipal Corporation, does hereby accept the foregoing special warranty deed and the terms and conditions thereof.

In witness whereof, the CITY OF CHANDLER has caused this ACCEPTANCE to be executed by its Mayor pursuant to authority granted by its City Council this ____ day of _____, 2008.

ATTEST:

CITY OF CHANDLER

By: _____
City Clerk

By: _____
Mayor

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

This document is exempt from Affidavit and Fee requirements pursuant to A.R.S.

SPECIAL WARRANTY DEED

For and in consideration of the sum of \$10.00 and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, SHEA HOMES LIMITED PARTNERSHIP, a California limited partnership, ("Grantor") does hereby grant and convey unto the CITY OF CHANDLER, an Arizona municipal corporation ("Grantee"), 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 "Property").

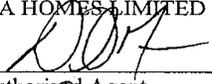
TO HAVE AND TO HOLD the Property, together with all improvements thereon and all rights, privileges, easements, tenements, hereditaments and appurtenances pertaining thereto, forever free and clear of all liens, claims and encumbrances,

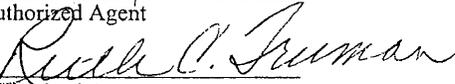
SUBJECT ONLY TO current taxes and assessments not yet due, reservations in patents, and all easements and rights-of-way, as may appear of record.

Grantor hereby binds itself and its successors and assigns to warrant and defend the title against all acts of the Grantor hereibn, and no other, subject to the matters set forth above.

DATED this 22 day of May, 2008.

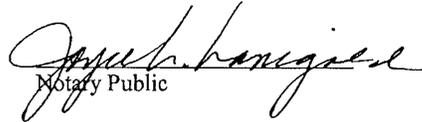
GRANTOR:
SHEA HOMES LIMITED PARTNERSHIP

By: 
Its Authorized Agent

By: 
Its Authorized Agent

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this, the 22 day of May, 2008, before me, the undersigned Notary Public, personally appeared Dave Garcia and Ruth C. Truman, who acknowledged themselves, and each of them, to be Authorized Agents of Shea Homes Limited Partnership, and as such, executed the foregoing General Warranty Deed for the purposes therein contained by signing this Deed.


Notary Public

My Commission Expires: _____



January 19, 2007

LEGAL DESCRIPTION FOR
AVALON AT DOBSON CROSSING
EXISTING U.S.A. FEE PROPERTY

The portion of that certain ditch conveyed to the United States of America by that Quit-Claim Deed recorded on October 8, 1915, in Book 115 of Deeds, pages 272-273, Maricopa County Records, Arizona, located within the East 537 feet of the Northeast Quarter of Section 16, Township 2 South, Range 5 East of the Gila and Salt River Meridian, Maricopa County, Arizona;

EXCEPT therefrom the following described parcel of land:

That part of the Northeast Quarter of Section 16, Township 2 South, Range 5 East of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the Brass Cap flush marking the East Quarter Corner of said Section 16, from which the Brass Cap in handhole marking the Northeast Corner of said Section 16 bears North 00°49'35" East, a distance of 2,644.49 feet;

Thence North 89°43'01" West, along the South line of the Northeast Quarter of said Section 16, a distance of 65.00 feet to a point on a line which is parallel with and 65.00 feet Westerly, as measured at right angles, from the East line of the Northeast Quarter of said Section 16;

Thence North 00°49'35" East, along said parallel line, a distance of 12.85 feet to the True Point of Beginning;

Thence continuing North 00°49'35" East, along said parallel line, a distance of 1.20 feet;

Thence North 52°59'00" West, departing said parallel line, a distance of 24.83 feet;

Thence South 89°34'33" East, a distance of 40.04 feet to a point on a line which is parallel with and 45.00 feet Westerly, as measured at right angles, from the East line of the Northeast Quarter of said Section 16;

Thence South 00°49'35" West, along said parallel line, a distance of 16.00 feet;

Thence North 89°34'33" West, departing said parallel line, a distance of 20.00 feet to the True Point of Beginning.

Containing 0.185 Acres, more or less, after said exception has been made.

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Page 1 of 1

The logo for CVL, consisting of the letters "CVL" in a bold, stylized font.

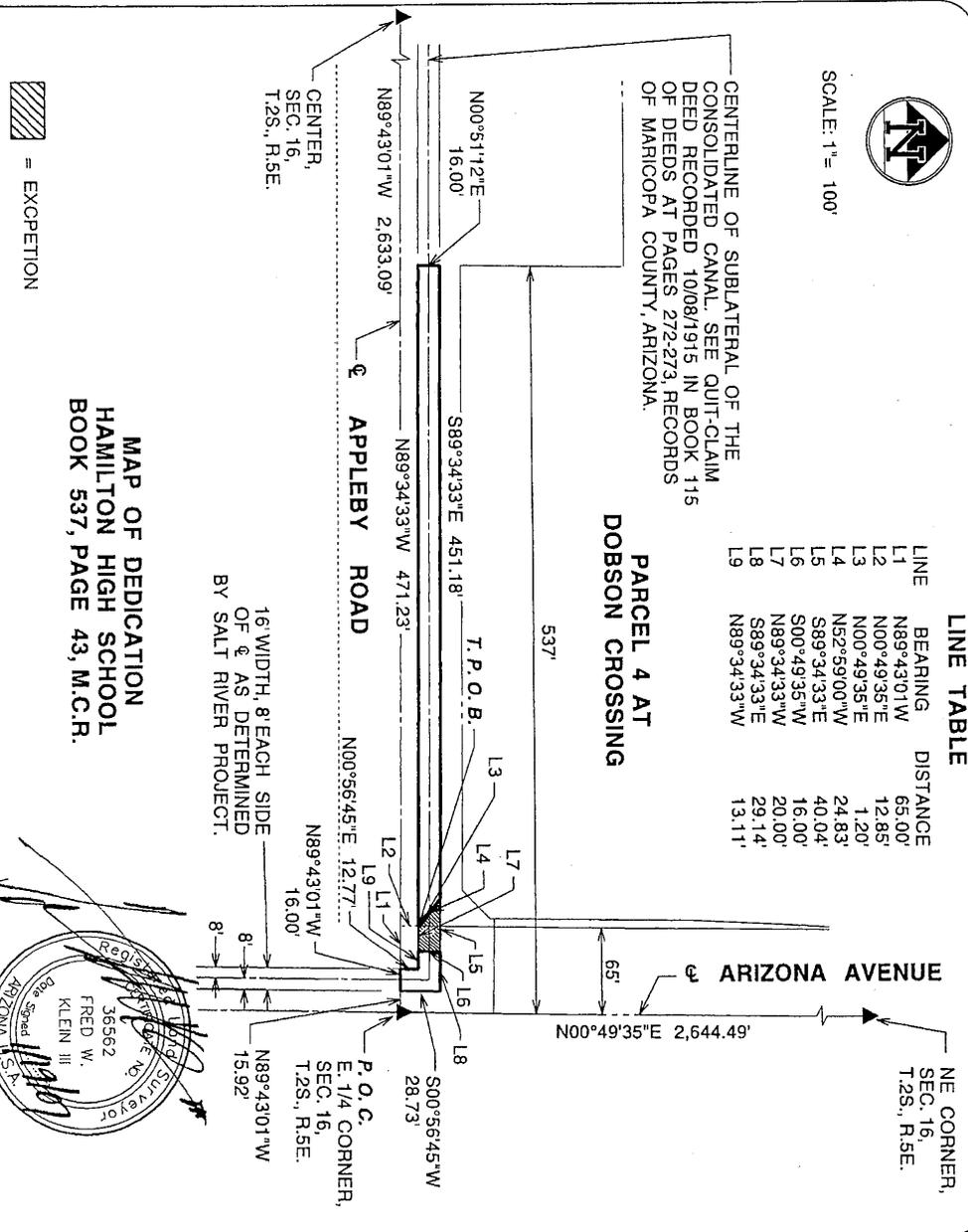


SCALE: 1" = 100'

CENTERLINE OF SUBLATERAL OF THE CONSOLIDATED CANAL. SEE QUIT-CLAIM DEED RECORDED 10/08/1915 IN BOOK 115 OF DEEDS AT PAGES 272-273, RECORDS OF MARICOPA COUNTY, ARIZONA.

PARCEL 4 AT DOBSON CROSSING

LINE	BEARING	DISTANCE
L1	N89°43'01"W	65.00'
L2	N00°49'35"E	12.85'
L3	N00°49'35"E	1.20'
L4	N52°59'00"W	24.83'
L5	S89°34'33"E	40.04'
L6	S00°49'35"W	16.00'
L7	N89°34'33"W	20.00'
L8	S89°34'33"E	29.14'
L9	N89°34'33"W	13.11'



**MAP OF DEDICATION
HAMILTON HIGH SCHOOL
BOOK 537, PAGE 43, M.C.R.**

16' WIDTH, 8' EACH SIDE OF & AS DETERMINED BY SALT RIVER PROJECT.

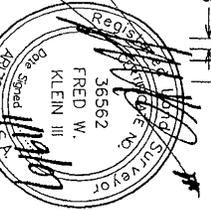


EXHIBIT N:\990013\LAND\EHABAN\FE.DGN 4550 NORTH 12TH STREET PHOENIX, ARIZONA 85014 TELEPHONE (602) 264-6831	AVALON AT DOBSON CROSSING EXISTING U.S.A. FEE TITLE	JOB NO 030112
	 PLANNING • ENGINEERING • LANDSCAPE ARCHITECTURE	SHEET 1 OF 1

7

JUL 31 2008



Chandler · Arizona
Where Values Make The Difference

MEMORANDUM

Council Memo No. RE 09-004

DATE: JULY 31, 2008

TO: MAYOR AND COUNCIL

THRU: W. MARK PENTZ, CITY MANAGER
R.J. ZEDER, PUBLIC WORKS DIRECTOR
DANIEL W. COOK, DEPUTY PUBLIC WORKS DIRECTOR
MIKE NORMAND, TRANSIT SERVICES AND PLANNING MANAGER

FROM: ERICH KUNTZE, REAL ESTATE OPERATIONS COORDINATOR

SUBJECT: RESOLUTION NO. 4195 ACCEPTING A SPECIAL WARRANTY DEED FOR 0.185 ACRES FROM SHEA HOMES LIMITED PARTNERSHIP AT NO COST FOR THE USA FEE PROPERTY EXCHANGE AT THE INTERSECTION OF ARIZONA AVENUE AND APPLEBY ROAD

RECOMMENDATION: Staff recommends Council pass and adopt Resolution No. 4195 accepting a special warranty deed for 0.185 acres from Shea Homes Limited Partnership at no cost for the USA Fee property exchange at the intersection of Arizona Avenue and Appleby Road.

BACKGROUND/DISCUSSION: On July 26, 2007, Council approved Ordinance No. 3924 granting an irrigation easement to Salt River Project (SRP) to relocate irrigation facilities due to the development of Avalon at Dobson Crossing by Shea Homes located at Arizona Avenue and Appleby Road. There were several steps in this process. One was that Shea Homes was required to exchange a portion of their property with the United States of America ("USA") to further accommodate the relocation of the irrigation facilities. The final step in the process was for Shea Homes to transfer the property they received from the USA that was in City right-of-way to the City. The exchange has been completed and Shea Homes is completing the final step by transferring the property to the City as previously agreed.

Page Two
Memo RE 09-004
Resolution No. 4195 / Council Mtg. of 7-31-08

FINANCIAL IMPLICATIONS:

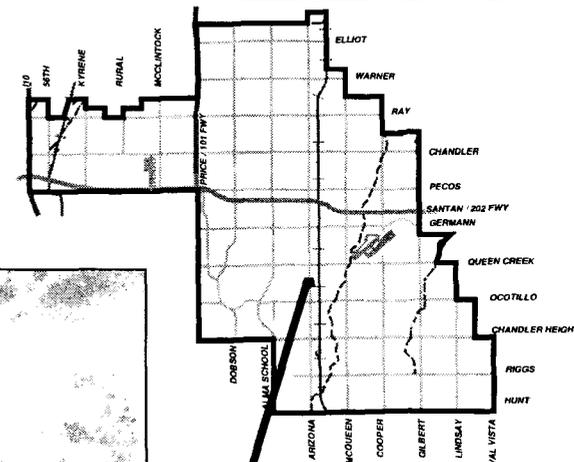
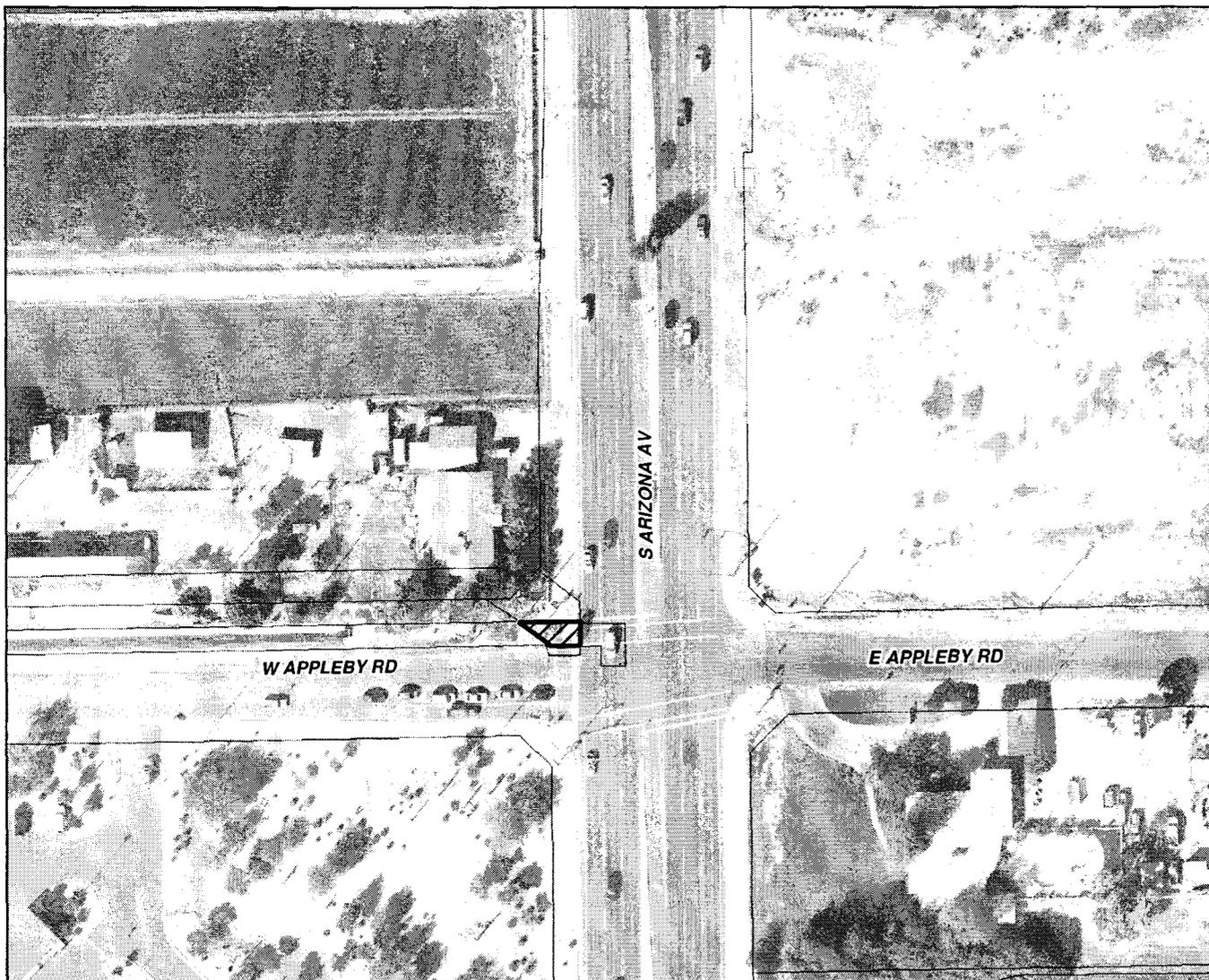
Costs:	None
Savings:	None
Long Term Costs:	None
Fund Source:	None

PROPOSED MOTION: Move that Council pass and adopt Resolution No. 4195 accepting a special warranty deed for 0.185 acres from Shea Homes Limited Partnership at no cost for the USA Fee property exchange at the intersection of Arizona Avenue and Appleby Road.

Attachments: Location/Site Map
Resolution No. 4195



USA FEE PROPERTY EXCHANGE



MEMO NO. RE09-004

RESOLUTION NO. 4193



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ChangGIS

RESOLUTION NO. 4195

A RESOLUTION OF THE COUNCIL OF THE CITY OF CHANDLER, ARIZONA, AUTHORIZING THE ACCEPTANCE OF A SPECIAL WARRANTY DEED FOR 0.185 ACRES FROM SHEA HOMES LIMITED PARTNERSHIP AT NO COST FOR THE USA FEE PROPERTY EXCHANGE AT THE INTERSECTION OF ARIZONA AVENUE AND APPLEBY ROAD

WHEREAS, the City is agreeable to accepting the grant of a special warranty deed to the City of Chandler for the conveyance of 0.185 acres; and

WHEREAS, the property owner has granted a special warranty deed to the City of Chandler to accommodate the 0.185 acres dedication; and

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 accept the special warranty deed for that certain property described in Exhibit "A", attached hereto and made a part hereof by reference.

Section 2. That the special warranty deed will be in the form as approved by the City Attorney.

Section 3. That the Mayor of the City of Chandler, Arizona, is hereby authorized to sign, accepting the special warranty deed on behalf of the City.

Section 4. That the Real Estate Operations Coordinator is authorized to record the approved deed, and is hereby authorized to execute any other documents necessary to facilitate this transaction.

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this _____ day of _____, 2008.

ATTEST:

CITY CLERK

MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 4195 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the _____ day of _____, 2008, and that a quorum was present thereat.

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY *GAB*

ACCEPTANCE

The CITY OF CHANDLER, an Arizona Municipal Corporation, does hereby accept the foregoing special warranty deed and the terms and conditions thereof.

In witness whereof, the CITY OF CHANDLER has caused this ACCEPTANCE to be executed by its Mayor pursuant to authority granted by its City Council this ____ day of _____, 2008.

ATTEST:

CITY OF CHANDLER

By: _____
City Clerk

By: _____
Mayor

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

This document is exempt from Affidavit and Fee requirements pursuant to A.R.S.

SPECIAL WARRANTY DEED

For and in consideration of the sum of \$10.00 and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, SHEA HOMES LIMITED PARTNERSHIP, a California limited partnership, ("Grantor") does hereby grant and convey unto the CITY OF CHANDLER, an Arizona municipal corporation ("Grantee"), 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 "Property").

TO HAVE AND TO HOLD the Property, together with all improvements thereon and all rights, privileges, easements, tenements, hereditaments and appurtenances pertaining thereto, forever free and clear of all liens, claims and encumbrances,

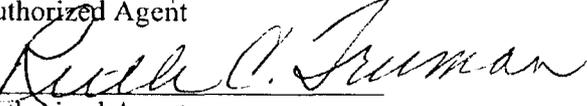
SUBJECT ONLY TO current taxes and assessments not yet due, reservations in patents, and all easements and rights-of-way, as may appear of record.

Grantor hereby binds itself and its successors and assigns to warrant and defend the title against all acts of the Grantor hereibn, and no other, subject to the matters set forth above.

DATED this 22 day of May, 2008.

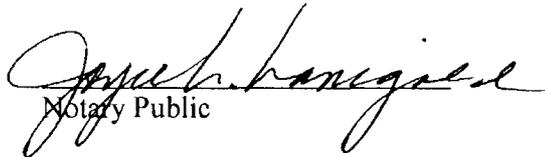
GRANTOR:
SHEA HOMES LIMITED PARTNERSHIP

By: 
Its Authorized Agent

By: 
Its Authorized Agent

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this, the 22 day of May, 2008, before me, the undersigned Notary Public, personally appeared Dave Garcia and Ruth C. Truman, who acknowledged themselves, and each of them, to be Authorized Agents of Shea Homes Limited Partnership, and as such, executed the foregoing General Warranty Deed for the purposes therein contained by signing this Deed.


Notary Public

My Commission Expires: _____



January 19, 2007

LEGAL DESCRIPTION FOR
AVALON AT DOBSON CROSSING
EXISTING U.S.A. FEE PROPERTY

The portion of that certain ditch conveyed to the United States of America by that Quit-Claim Deed recorded on October 8, 1915, in Book 115 of Deeds, pages 272-273, Maricopa County Records, Arizona, located within the East 537 feet of the Northeast Quarter of Section 16, Township 2 South, Range 5 East of the Gila and Salt River Meridian, Maricopa County, Arizona;

EXCEPT therefrom the following described parcel of land:

That part of the Northeast Quarter of Section 16, Township 2 South, Range 5 East of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the Brass Cap flush marking the East Quarter Corner of said Section 16, from which the Brass Cap in handhole marking the Northeast Corner of said Section 16 bears North 00°49'35" East, a distance of 2,644.49 feet;

Thence North 89°43'01" West, along the South line of the Northeast Quarter of said Section 16, a distance of 65.00 feet to a point on a line which is parallel with and 65.00 feet Westerly, as measured at right angles, from the East line of the Northeast Quarter of said Section 16;

Thence North 00°49'35" East, along said parallel line, a distance of 12.85 feet to the True Point of Beginning;

Thence continuing North 00°49'35" East, along said parallel line, a distance of 1.20 feet;

Thence North 52°59'00" West, departing said parallel line, a distance of 24.83 feet;

Thence South 89°34'33" East, a distance of 40.04 feet to a point on a line which is parallel with and 45.00 feet Westerly, as measured at right angles, from the East line of the Northeast Quarter of said Section 16;

Thence South 00°49'35" West, along said parallel line, a distance of 16.00 feet;

Thence North 89°34'33" West, departing said parallel line, a distance of 20.00 feet to the True Point of Beginning.

Containing 0.185 Acres, more or less, after said exception has been made.



ACCEPTANCE

The CITY OF CHANDLER, an Arizona Municipal Corporation, does hereby accept the foregoing special warranty deed and the terms and conditions thereof.

In witness whereof, the CITY OF CHANDLER has caused this ACCEPTANCE to be executed by its Mayor pursuant to authority granted by its City Council this ____ day of _____, 2008.

ATTEST:

CITY OF CHANDLER

By: _____
City Clerk

By: _____
Mayor