

ORDINANCE NO. 4953

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, GRANTING AN IRRIGATION EASEMENT TO SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT ("SRP") WITHIN A PORTION OF THE WEST SIDE OF ARIZONA AVENUE AT QUEEN CREEK ROAD, AT NO COST, TO FORMALIZE AN EXISTING UNITED STATES GOVERNMENT UNDEFINED IRRIGATION EASEMENT AT THIS LOCATION.

WHEREAS, The United States of American has an irrigation easement of undefined width along the west side of Arizona Avenue north of Queen Creek Road; and

WHEREAS, the United States of America, through its Agent, Salt River Project Agricultural Improvement and Power District ("SRP") has requested that the City of Chandler grant SRP an irrigation easement to define the size of the existing easement; and

WHEREAS, the easement is being granted at no cost to SRP in order to clear up the question of its width.

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

Section 1. That the City Council of the City of Chandler, Arizona, authorizes and approves the granting of an Irrigation Easement to Salt River Project Agricultural Improvement and Power District, at no cost, on that certain property legally described and depicted in the attached Exhibit "A".

Section 2. That the granting of said Irrigation Easement shall be in substantially the form attached as Exhibit "B".

Section 3. That the Mayor of the City of Chandler, Arizona, is hereby authorized to execute the easement and this Ordinance on behalf of the City.

INTRODUCED AND TENTATIVELY APPROVED by the City Council of the City of Chandler, Arizona, this ____ day of _____ 2021.

ATTEST:

CITY CLERK

MAYOR

PASSED AND ADOPTED by the Mayor and City Council of the City of Chandler, Arizona, this _____ day of _____, 2021.

ATTEST:

CITY CLERK

MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Ordinance No. 4953 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the _____ day of _____, 2021, and that a quorum was present thereat.

CITY CLERK

APPROVED AS TO FORM



CITY ATTORNEY

Published:

EXHIBIT "A"



Helix Engineering, LLC
Engineering / Surveying / Consulting

**20' SRP EASEMENT
LEGAL DESCRIPTION**

That portion of the Southeast quarter of Section 9, Township 2 South, Range 5 East, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

Commencing at a City of Chandler brass cap in hand-hole marking the Southeast corner of said Southeast quarter of Section 9;

Thence along the East line thereof, North 00°35'44" East, a distance of 100.72 feet;

Thence North 89°24'16" West, a distance of 57.00 feet to the TRUE POINT OF BEGINNING;

Thence continuing North 89°24'16" West, a distance of 20.00 feet to a point on the West right-of-way line of Arizona Avenue as described in Warranty Deed 1996-0034213, Official Records of Maricopa County;

Thence North 00°35'44" East, along said West right-of-way line, a distance of 394.08 feet;

Thence North 04°01'45" East, along said West right-of-way line, a distance of 200.33 feet;

Thence North 00°35'47" East, along said West right-of-way line, a distance of 16.82 feet to the Southeast corner of Tract "F" as shown on the plat entitled "CARINO COMMONS" recorded in book 508, of Maps, page 1, Official Records of Maricopa County;

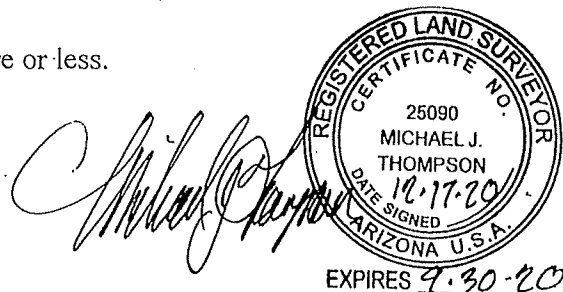
Thence South 89°24'16" East, a distance of 20.00 feet;

Thence South 00°35'44" West, along a line parallel with and 20.00 feet East of said West right-of-way line, a distance of 17.42 feet;

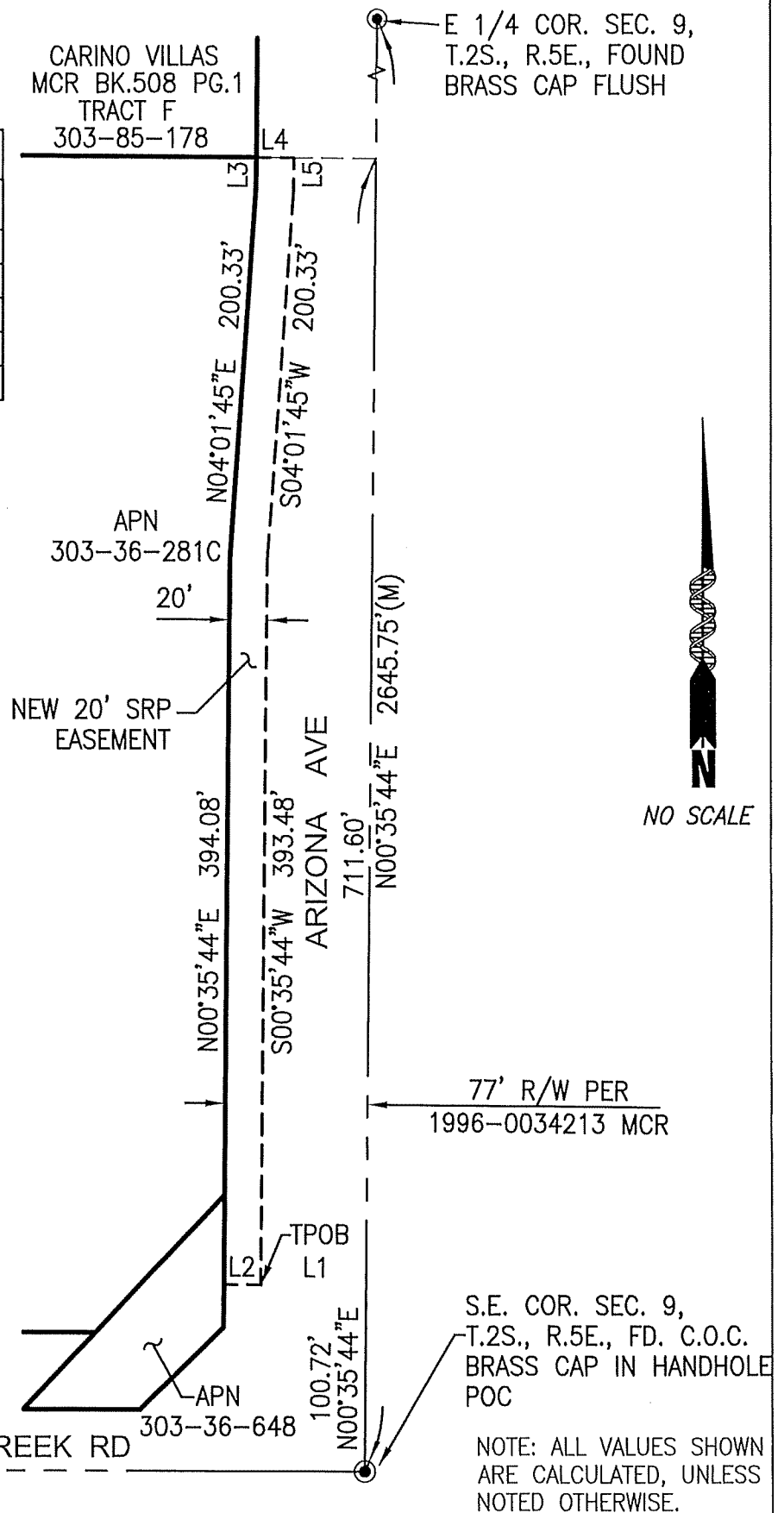
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Thence South 00°35'44" West, along a line parallel with and 20.00 feet East of said West right-of-way line, a distance of 393.48 feet to the TRUE POINT OF BEGINNING;

Containing 12,225 square feet, or, 0.281 acres of land, more or less.



LINE TABLE		
NO.	BEARING	LENGTH
L1	N 89°24'16" W	57.00'
L2	N 89°24'16" W	20.00'
L3	N 00°35'47" E	16.82'
L4	S 89°24'16" E	20.00'
L5	S 00°35'44" W	17.42'



EXPIRES 9-30-22

Helix Engineering, LLC

Engineering / Surveying / Consulting
3240 E Union Hills, Suite 113, Phoenix, AZ 85050
(ph) 602-788-2616, www.hxeng.com

EXHIBIT "B"

20' SRP EASEMENT DEDICATION

DRAWN BY: MJT

DEC. 17, 2020

JOB No.: 016

CHECKED BY: SB

SHEET 2 OF 2

EXHIBIT "B"

WHEN RECORDED MAIL TO:

SALT RIVER PROJECT

Land Department/PAB10W

P. O. Box 52025

Phoenix, Arizona 85072-2025

IRRIGATION EASEMENT

Maricopa County

Parcel# 303-36

SE ¼, SEC. 09, T02S, R05E

Agt. PAR

Job# LJ73804

W PAR C _____

R/W#: 241B

KNOW ALL MEN BY THESE PRESENTS:

That

CITY OF CHANDLER, ("Grantor"),
an Arizona municipal corporation,

FOR AND IN CONSIDERATION OF THE SUM of One Dollar, and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant to the **SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT**, ("Grantee"), an agricultural improvement district organized and existing under the laws of the State of Arizona, its successors and assigns, for itself and on behalf of the United States of America and as manager of the federal Salt River Reclamation Project, the non-exclusive right, easement and privilege to construct, reconstruct, operate and maintain an underground irrigation pipeline and irrigation turnout structure together with all the necessary and appurtenant facilities (collectively, the "Irrigation Facilities) through, over, under and across the following described property:

Said easement being more particularly described on EXHIBIT A attached
hereto and by reference made a part hereof.

Grantee shall have the right, but not the obligation, to trim, cut and clear away trees or brush in the easement area whenever in its judgment the same shall be necessary for the convenient and safe exercise of the rights hereby granted. Grantor shall be responsible for the cost of removal of any trees or brush installed by Grantor that do not comply with the specifications in Exhibit C, attached hereto.

The Grantee shall at all times have the right of full and free ingress and egress to said easement for the purpose heretofore specified.

In the event the right, privilege and easement herein granted shall be abandoned and permanently cease to be used for the purpose herein granted, all rights herein granted shall automatically cease and revert to the Grantors, their heirs and assigns. This reversion is self-executing. However, in such event, and at Grantor's request, Grantee shall provide a quit claim deed or other recordable document sufficient to evidence the extinguishment of the easement and Grantee's interest in the real property described within this easement document.

The covenants and agreements herein set forth shall extend and inure in favor and to the benefit of and shall be binding on the heirs, successors in ownership and estate, assigns and lessees of the respective parties hereto.

Notwithstanding any of the aforesaid provisions, the easement rights granted herein shall be further subject to the following covenants, restrictions and conditions:

1. Grantor shall not erect, construct or permit to be erected or constructed any building, fence or other structure, drill any well or install swimming pools within the limits of said easement area, except Grantor reserves the right to construct, install, operate, maintain, repair, replace and reinstall surface parking areas, driveways, roadways, sidewalks, curbs and gutters, landscaping, irrigation lines, street lighting and public utilities in the easement area which comply with the specifications shown in Exhibit B attached hereto and by this reference made a part hereof, unless agreed to by Grantee in writing.
2. Other easements or permits for public utility purposes which Grantor grants in, upon, under, over and across the easement area described herein shall provide for compliance with the specifications shown in Exhibit B attached hereto and by this reference made a part hereof, unless agreed to by Grantee in writing.
3. In the event that any repair, maintenance, replacement or installation of the irrigation facilities and appurtenant conveniences will cause a disturbance or a disruption of any public street or paved roadway, Grantee shall notify Grantor, pursuant to existing practices, before Grantee undertakes any such action. In the event of an emergency, Grantee shall have use of any public street or paved roadway as it reasonably deems necessary and appropriate to correct, repair, replace or reconstruct irrigation facilities affected by the emergency and notify Grantor, pursuant to existing practices, as soon as practical after responding to the emergency. Grantee shall provide for advance warning signs, barricades, flagmen, flares, and other devices when necessary to protect the roadway user as set forth by the City Traffic Engineer in the latest edition of the "Manual on Uniform Traffic Control Devices" and any amendments and/or revisions thereto.
4. Grantor shall warrant and defend the rights, easements, and privileges hereby granted and the priority of this easement against all acts of the Grantor and no other, subject to any matter that may appear of record.

5. If, in its use of the easement area for any purpose, Grantee disturbs or damages any property or improvements of Grantor constructed in accordance with Exhibit B, all such property or improvements so disturbed or damaged shall be restored as close to its previous condition as is reasonably possible at the expense of Grantee.

6. In no event shall Grantee cause any irrigation facility to be located closer than two (2) feet from back of the curb (existing or as planned and made known to Grantee before the execution of this easement) for the adjacent public street or paved roadway, except at the point where the irrigation facility will intersect and cross under any such public street or paved roadway.

7. Nothing herein or within the attached Exhibit C shall be construed to prohibit Grantor from installing any intersecting public street or paved roadway, including any related surface parking areas, curbs and gutters, landscaping irrigation lines, street lighting and public utilities related thereto, which intersects with and crosses over that portion of Grantor's road right of way in which the easement area lies, as indicated in the attached Exhibit A; provided, Grantor shall coordinate with Grantee to assure that such facilities will not damage or unreasonably interfere with Grantee's irrigation facilities.

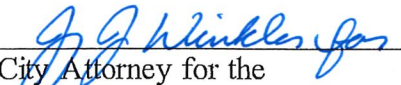
IN WITNESS WHEREOF, **THE CITY OF CHANDLER**, an Arizona municipal corporation, has caused its name to be executed by its duly authorized representative(s) this _____ day of _____, 20____.

THE CITY OF CHANDLER,
an Arizona municipal corporation

By: _____

Its: _____

APPROVED AS TO FORM:



City Attorney for the
City of Chandler

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 20____, before me, the undersigned, personally appeared _____, as _____, of **THE CITY OF CHANDLER**, an Arizona municipal corporation, and such authorized representative acknowledged that this document was executed on behalf of the corporation for the purposes therein contained.

Notary Public

My Commission Expires:

Notary Stamp/Seal

Note: This instrument is exempt from the real estate transfer fee and affidavit of legal value required under A.R.S. Sections 11-1131 and 11-1132 pursuant to the exemptions set forth in A.R.S. Sections 11-1134(A)(2) and (A)(3).

SLANDFORM/MASTER/Co/C IRRIGATION/NEW 2000



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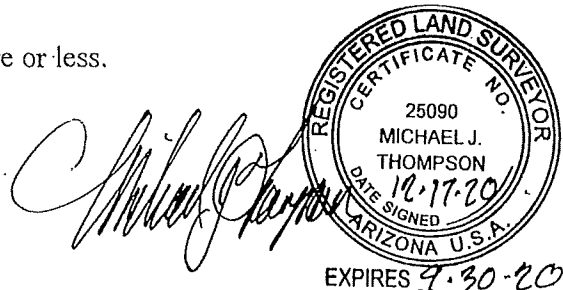
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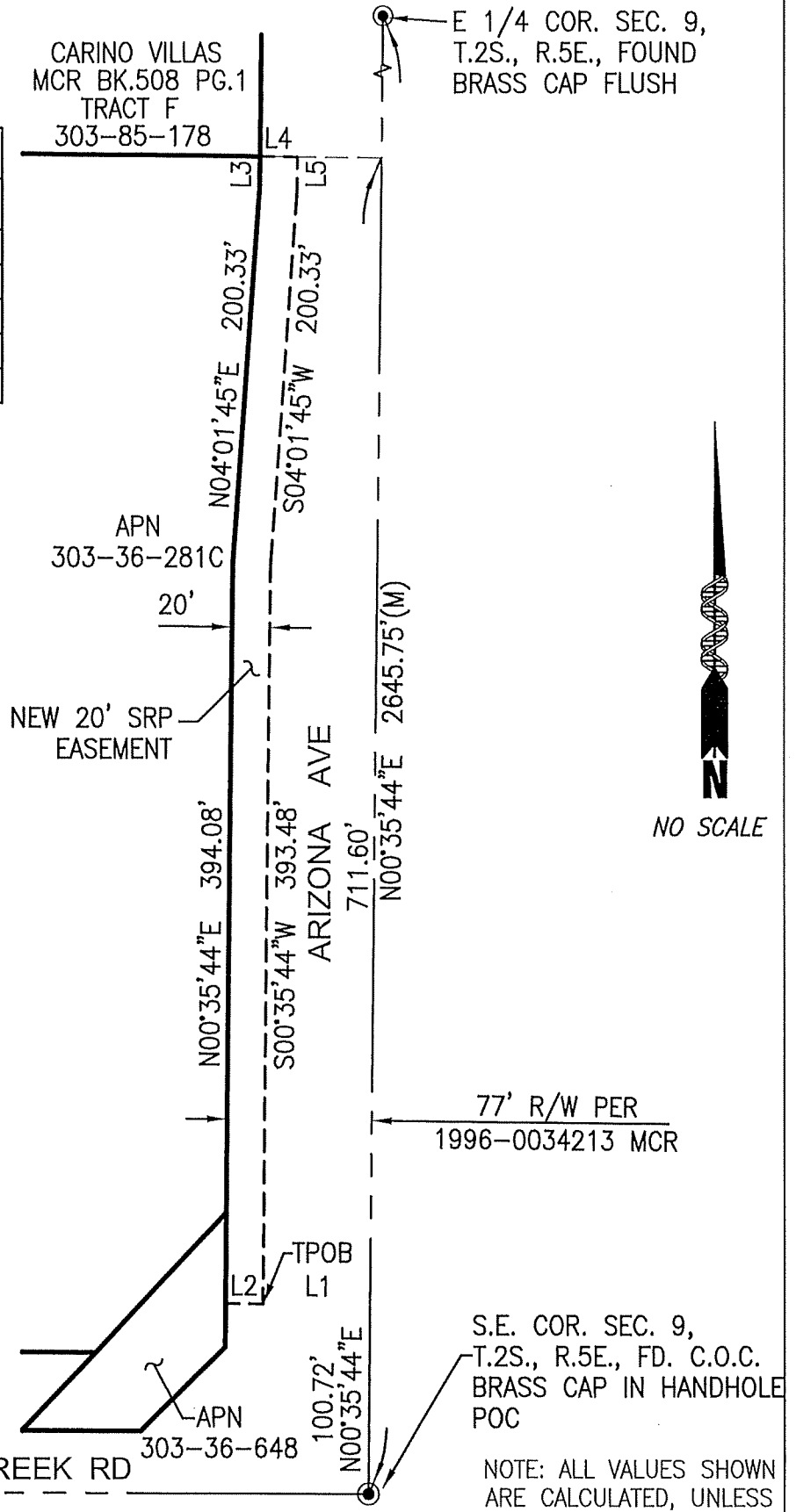
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EXPIRES 9-30-22

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EXHIBIT "B"

20' SRP EASEMENT DEDICATION

DRAWN BY: MJT

DEC. 17, 2020

JOB No.: 016

CHECKED BY: SB

SHEET 2 OF 2

EXHIBIT C

(PAGE 1 OF 2)

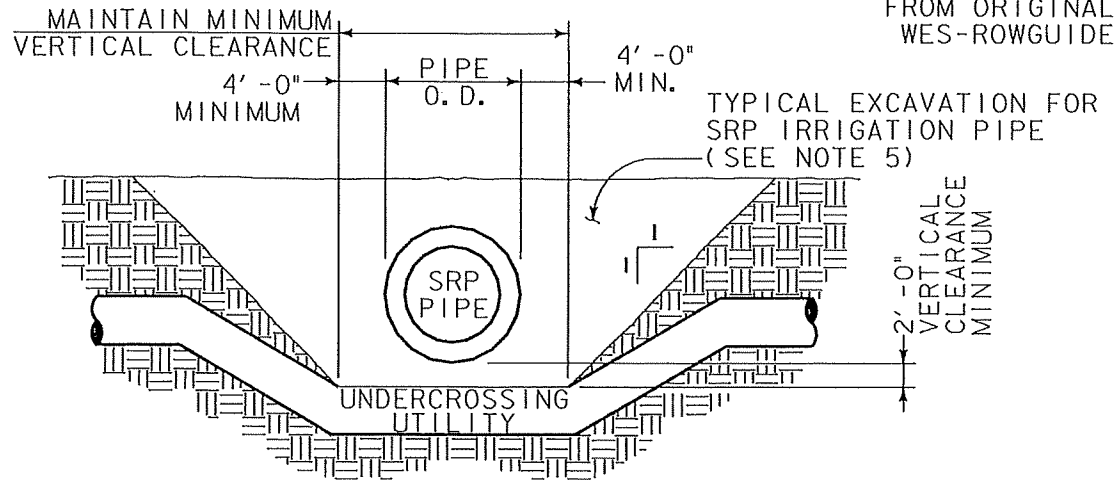
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DATE

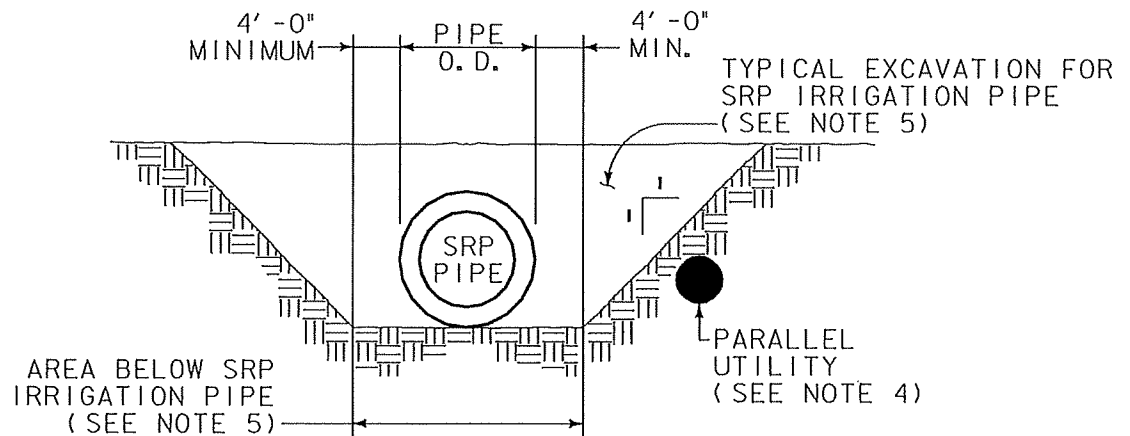
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12/05/18

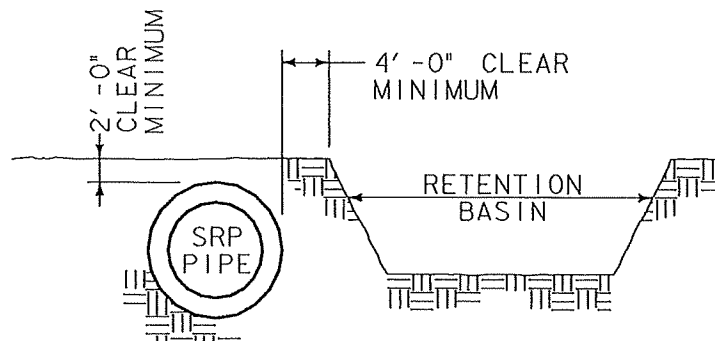
DWG REFERENCED
FROM ORIGINAL
WES-ROWGUIDE



PIPELINE - UNDERCROSSING



PIPELINE - PARALLEL UTILITY



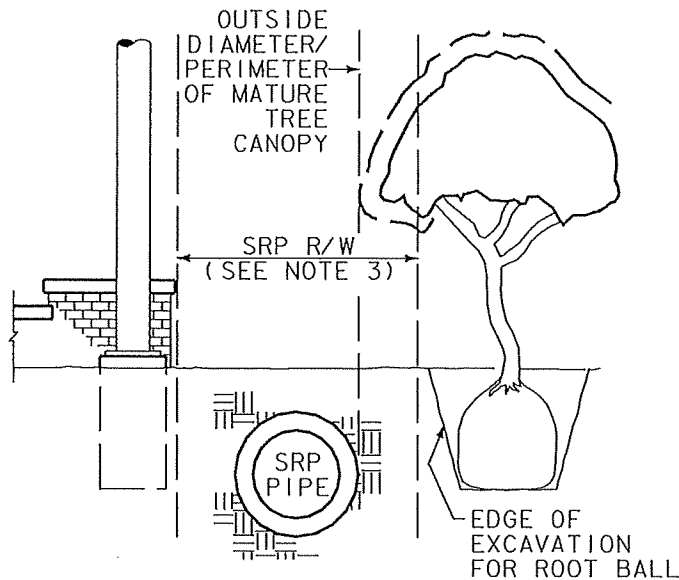
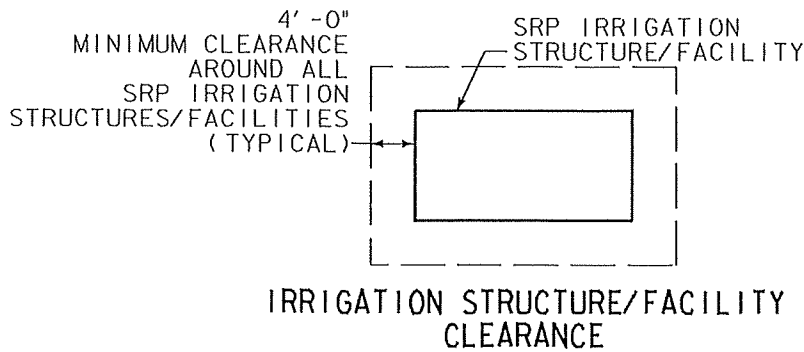
PIPELINES - RETENTION BASIN

EXHIBIT C

(PAGE 2 OF 2)

REV NO.	DATE
6	12/05/18

DWG REFERENCED
FROM ORIGINAL
WES-ROWGUIDE



NOTES

1. THESE GUIDELINES ARE PROVIDED AS A GENERAL AID TO PLANNING. ACTUAL SRP REQUIREMENTS MAY VARY BASED ON SITE-SPECIFIC CONDITIONS, OPERATIONAL CONSIDERATIONS, ETC.
2. AN SRP LICENSE IS REQUIRED FOR UTILITIES CROSSING/PARALLEL TO SRP IRRIGATION PIPE IN SRP RIGHT-OF-WAY. SRP REQUIRES ENGINEER DESIGNED UTILITY CROSSING/LOCATION AND EXCAVATION PLAN.
3. SRP MAY LICENSE LIMITED USES OF ITS RIGHT-OF-WAY SUCH AS PARKING, SIDEWALK, LAWN, ETC. POLES, STRUCTURES AND TREES ARE TYPICALLY NOT PERMITTED IN SRP RIGHT-OF-WAY. INCLUDE DESIGN DRAWINGS FOR PROPOSED USE WHEN SUBMITTING REQUEST TO SRP FOR LICENSE.
4. UTILITIES PARALLEL TO SRP IRRIGATION PIPE ARE REVIEWED ON A CASE-BY-CASE BASIS. LOCATED PARALLEL UTILITY OUTSIDE OF AREA SRP EXCAVATES WHEN MAINTAINING IRRIGATION PIPE, OR 4'-0" BEYOND SIDE OF THE OUTSIDE BELL DIAMETER OF THE SRP IRRIGATION PIPE, WHICHEVER IS GREATER. TYPICAL EXCAVATION INCLUDES AREA ABOVE AND TO EACH SIDE OF SRP IRRIGATION PIPE SIDE EXCAVATION INCLUDES AREA ABOVE A LINE EXTENDING UPWARD AND OUTWARD AT A ONE-TO-ONE SLOPE FROM A POINT LEVEL WITH THE BOTTOM OF AND 4'-0" BEYOND THE SIDE OF THE OUTSIDE BELL DIAMETER OF THE SRP IRRIGATION PIPE.
5. OTHER UTILITIES ARE NOT PERMITTED IN THESE AREAS.