

ORDINANCE NO. 5022

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, GRANTING A TEMPORARY CONSTRUCTION EASEMENT TO SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT, AT NO COST, TO TEMPORARILY RELOCATE A 69KV POWER LINE TO THE EAST SIDE OF THE OLD PRICE ROAD ALIGNMENT SOUTH OF QUEEN CREEK ROAD.

WHEREAS, Intel Corporation is expanding their facilities and requires additional electrical services; and

WHEREAS, to accommodate the installation of the additional electrical services to the Intel, Salt River Project (SRP) must temporarily relocate a 69kV power line to the east side of the Old Price Road alignment south of Queen Creek Road; and

WHEREAS, in order relocate the line SRP has requested that the City grant SRP a temporary construction easement; and

WHEREAS, once SRP has completed the installation of new 230kV power lines along the west side of the Old Price Road alignment, SRP will return the 69kV lines to the west side of Old Price Road and abandon the temporary construction easement; and

WHEREAS, the City of Chandler is willing to grant the temporary construction easement to SRP, at no cost, to accommodate this project.

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 a temporary construction easement to Salt River Project Agricultural Improvement and Power District, at no cost, through, under and across that certain property legally described and depicted in the attached Exhibit "A".
- Section 2. That the granting of said temporary construction shall be in substantially the form approved by the City Attorney and attached as Exhibit "B".
- Section 3. That the Mayor of the City of Chandler, Arizona, is hereby authorized to execute the temporary construction 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 _____ 2022.

ATTEST:

CITY CLERK

MAYOR

PASSED AND ADOPTED by the Mayor and City Council of the City of Chandler, Arizona, this _____ day of _____, 2022.

ATTEST:

CITY CLERK

MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Ordinance No. 5022 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the _____ day of _____, 2022, and that the vote was _____ ayes, and _____ nays.

CITY CLERK

APPROVED AS TO FORM

CITY ATTORNEY

gn

Published in the Arizona Republic on:

EXHIBIT "A"
(Legal Description and Drawing)

EXHIBIT "A"

SRP JOB NUMBER: T3316789
SRP JOB NAME: HIGH-TECH INTERCONNECT PROJECT
SECTION 18, TOWNSHIP 2S, RANGE 5E

DATE: 06-01-2022
PAGE 1 OF 3

AN EASEMENT LOCATED IN THE WEST HALF OF SECTION 18, TOWNSHIP 2 SOUTH, RANGE 5 EAST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 18, BEING A BRASS CAP IN HAND HOLE, FROM WHICH THE NORTH QUARTER CORNER OF SAID SECTION 18, BEING A BRASS CAP IN HAND HOLE, BEARS NORTH 88 DEGREES 56 MINUTES 33 SECONDS EAST, A DISTANCE OF 2649.78 FEET (BASIS OF BEARINGS);

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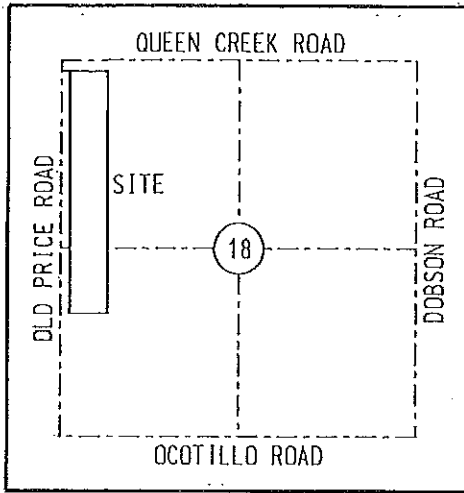
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END OF DESCRIPTION



EXHIBIT "A"



VICINITY MAP (NTS)
T2S, R5E
G&SRM

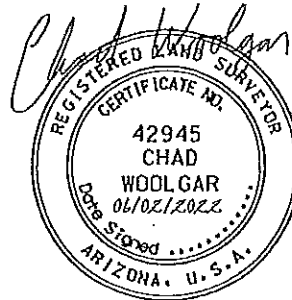
LEGEND

- SECTION AND CENTERLINE
- PROPERTY LINE
- ////// LIMITS OF EASEMENT
- TIE LINE
- ◆ SECTION CORNER AS NOTED

BASIS OF BEARINGS:
THE ARIZONA STATE PLANE COORDINATE
SYSTEM, CENTRAL ZONE, NAD 83 DATUM.

ABBREVIATION TABLE

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SALT RIVER PROJECT
AGRICULTURAL IMPROVEMENT & POWER DISTRICT



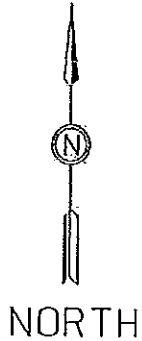
SURVEY DIVISION
LAND DEPARTMENT

SRP JOB NUMBER: T3316789	SCALE: NTS
I.O. NUMBER: N/A	SHEET: 2 OF 3
AGENT: ENGLISH	SHEET SIZE: 8.5"x11"
DRAWN: LEONARD	REVISION: 1
CHECKED BY: WOOLGAR	CREW CHIEF: MORZELLA
DATE: 06-01-2022	JEP FIELD DATE: 08-12-2021

HIGH-TECH INTERCONNECT
PROJECT
W 1/2, SECTION 18
T.2S, R.5 E

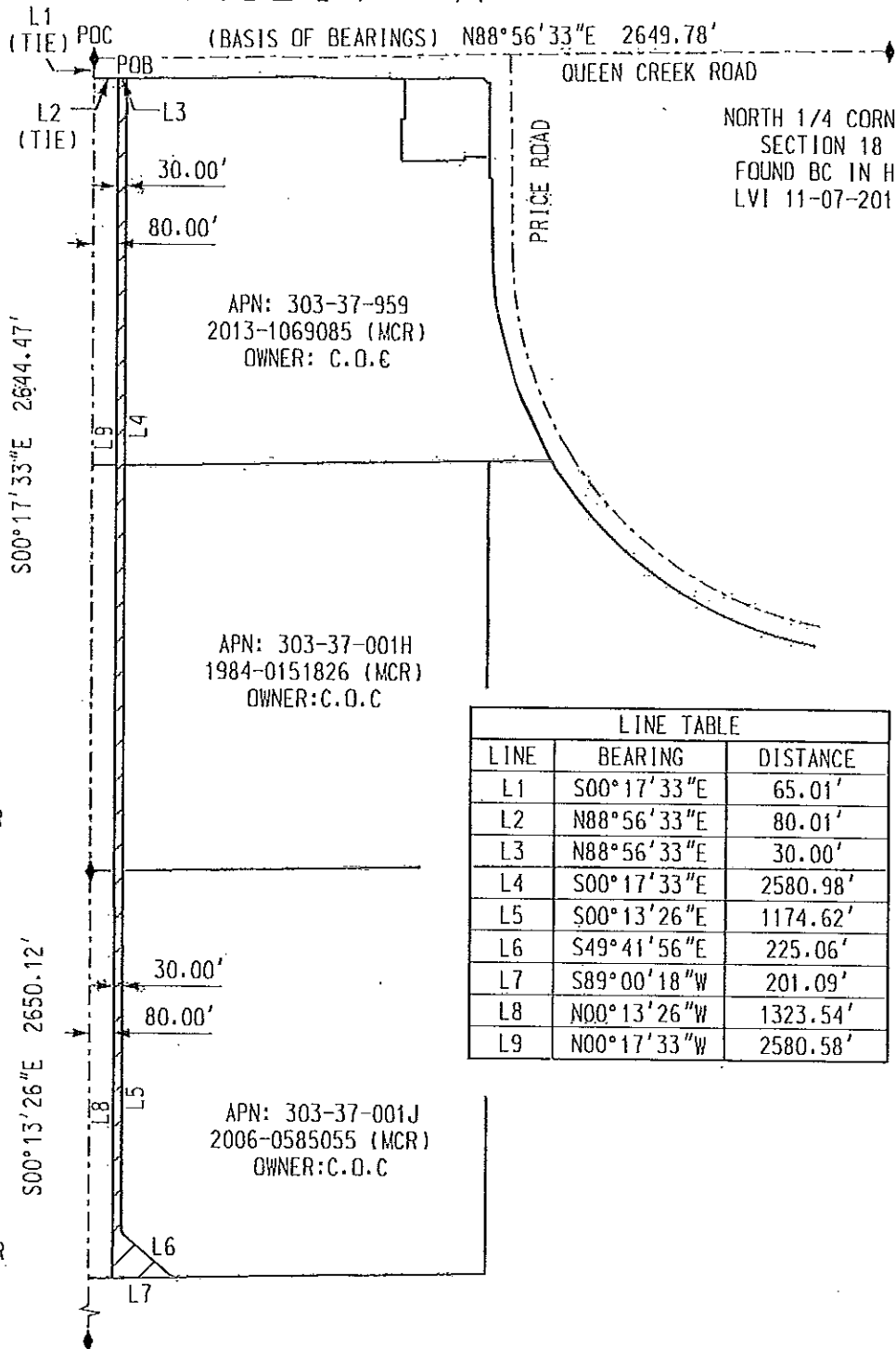
EXHIBIT "A"

NORTHWEST CORNER
SECTION 18
FOUND BC IN HH
LVI 01-15-2016



WEST 1/4 CORNER
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FOUND BLM BC
LVI 03-26-2019

SOUTHWEST CORNER
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FOUND BLM BC
LVI 10-08-2015



LINE TABLE		
LINE	BEARING	DISTANCE
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L6	S49°41'56"E	225.06'
L7	S89°00'18"W	201.09'
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SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT & POWER DISTRICT		 SURVEY DIVISION LAND DEPARTMENT
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EXHIBIT "B"
(Temporary Construction Easement)

WHEN RECORDED MAIL TO:

SALT RIVER PROJECT
Land Department/PAB10W
PO Box 52025
Phoenix, Arizona 85072-2025

**AFFIDAVIT EXEMPT PURSUANT TO
A.R.S. §§ 11-1134(A)(2) and (A)(3)**

***TEMPORARY CONSTRUCTION EASEMENT
(Old Price Road at City of Chandler Water Reclamation Facilities)***

Maricopa County
Parcel # 303-37-959, 303-37-001H, 303-37-001J

R/W # _____ Agt.
SRP Job# LJ85907
W SBS C JEP

CITY OF CHANDLER, ARIZONA, an Arizona municipal corporation, hereinafter called Grantor, for and in consideration of the sum of Ten Dollars and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant and convey to **SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT**, an agricultural improvement district organized and existing under the laws of the State of Arizona, its successors and assigns, hereinafter called Grantee, a temporary construction easement in connection with the construction of 230kV facilities used for the transmission and distribution of electricity, communication signals and data, and for other related purposes connected therewith as part of the expansion of the Intel Ocotillo campus (collectively the "Project"). The purpose of this temporary construction easement is to allow the use of the Easement Parcel (defined below) by Grantee and Grantee's employees, contractors, co-owners, participants, licensees, and invitees, an easement to construct, install, and access the Easement Parcel at such locations and elevations in, across, through and along the Easement Parcel (defined below) as Grantee may now or in the future deem convenient or necessary together with the unrestricted right of vehicular and pedestrian access to, from, over, across, and within the Easement Parcel for purposes of the Project (collectively, the "Easement"). The lands in, upon, over, across, through and along which the Easement is granted are situated in the County of Maricopa, State of Arizona, and are more particularly depicted and described in Exhibit "A" attached hereto and made a part hereof by this reference:

Easement Legal Description:

SEE EXHIBIT "A", attached hereto and incorporated
herein with this reference

CAUTION: Facilities placed within the Easement Parcel may contain high voltage electrical equipment or large water reclamation infrastructure. Notice is given that the location of underground electrical conductors and other facilities must be verified as required by the Arizona Blue Stake Law, A.R.S. Sections 40-360.21-32, prior to any excavation. Notice is also given that any activity performed within the Easement Parcel shall comply with the Arizona Overhead Powerline Safety Law, A.R.S. Sections 40-360.41-45.

This temporary construction easement is governed by the following terms and conditions:

1. Temporary Construction Easement Term. The term of this easement begins on the easement recordation date and ends on the first to occur: (i) two years from the recordation date; or (ii) substantial completion of the Project.
2. Grantee's Use of Easement. 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, errors, or omissions, or willful conduct, of Grantee's employees, agents, contractors or assigns.
3. Use by Grantor or Third Parties. Grantor reserves the right to use and occupy the Easement Parcel for any purposes which will not interfere with the rights and privileges granted to Grantee hereunder or endanger the Facilities, in compliance with the requirements and obligations set forth in this instrument. Such right to use and occupy the Easement Parcel includes the right to use and dedicate any portion of the Easement Parcel for perpendicular crossing(s) of public rights-of-way, subject to Grantor's compliance with the requirements of this instrument. Grantee shall not allow other parties to use the Easement Parcel for the installation of additional Facilities for such other parties' use, whether jointly or separately from Grantee, unless such other parties comply with applicable City ordinances and permit and/or licensing requirements. To minimize interference with and disruption of Grantor's and Grantee's use of the Easement Parcel, Grantor and Grantee will provide the other party with the name and contact information of a representative who is available twenty-four (24) hours a day seven (7) days a week during Project construction.
4. Relocation of Grantor's Facilities During Construction. During construction of the Project and as provided in the certain agreement dated June 24, 2021 between Grantor and Grantee (the "Agreement"), if Grantor requires Grantee to relocate or modify Grantor's facilities as part of the Project, Grantee will (i) pay and/or reimburse Grantor any and all costs incurred for such relocation or modification and (ii) provide a reasonable new location for the facilities, and easement rights therefor, that meets the standards set forth in this instrument and the Agreement.

5. Rights and Remedies Cumulative. The rights and remedies hereunder are cumulative, and the exercise of any one or more of such rights or remedies shall not preclude the exercise, at the same or different times, of any other right or remedy available.
6. Private Use. The provisions of this Easement Agreement are not intended to and do not constitute a public utility easement or any other grant, dedication, or conveyance for public use of the Easement Parcel.
7. Warranty of Title. Grantor represents and warrants that Grantor has full power and authority to grant the Easement and to perform its obligations under this document.
8. Authority to Bind Grantor. The individual executing this document represents and warrants: (i) that he or she is authorized to do so on behalf of Grantor; (ii) that he or she has full legal power and authority to bind Grantor in accordance with the terms herein and, if necessary, has obtained all required consents or delegations of such power and authority.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the City of Chandler, an Arizona municipal corporation, has caused this instrument to be executed by its duly authorized representative(s), this ____ day of _____, 2022.

Grantor: City of Chandler
an Arizona municipal corporation

ATTEST:

Clerk

By _____
Kevin Hartke, Mayor

APPROVED AS TO FORM:

City Attorney

JNB

STATE OF ARIZONA)
) ss
County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by Kevin Hartke, Mayor of the City of Chandler, an Arizona municipal corporation, on behalf of such corporation.

Notary Public

My commission expires:

Note: This instrument is exempt from the real estate transfer fee and affidavit of legal value required under A.R.S. Sections 11-1132 and 11-1133 pursuant to the exemptions set forth in A.R.S. Sections 11-1134(A)(2) and (A)(3).

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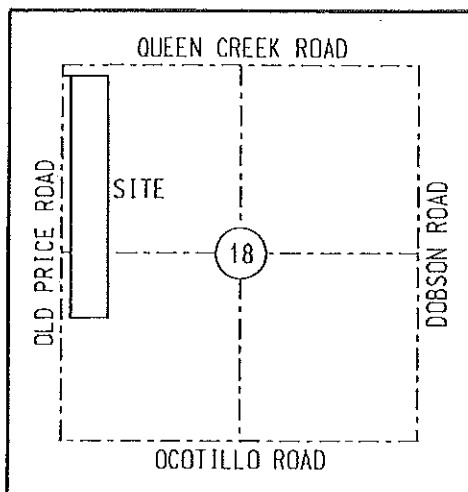
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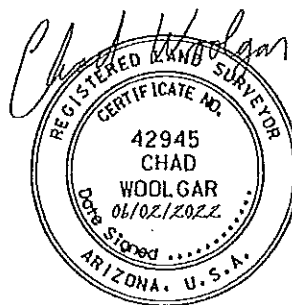
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AGRICULTURAL IMPROVEMENT & POWER DISTRICT



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LAND DEPARTMENT

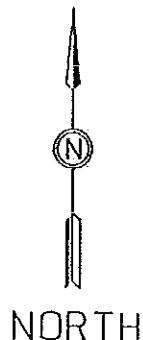
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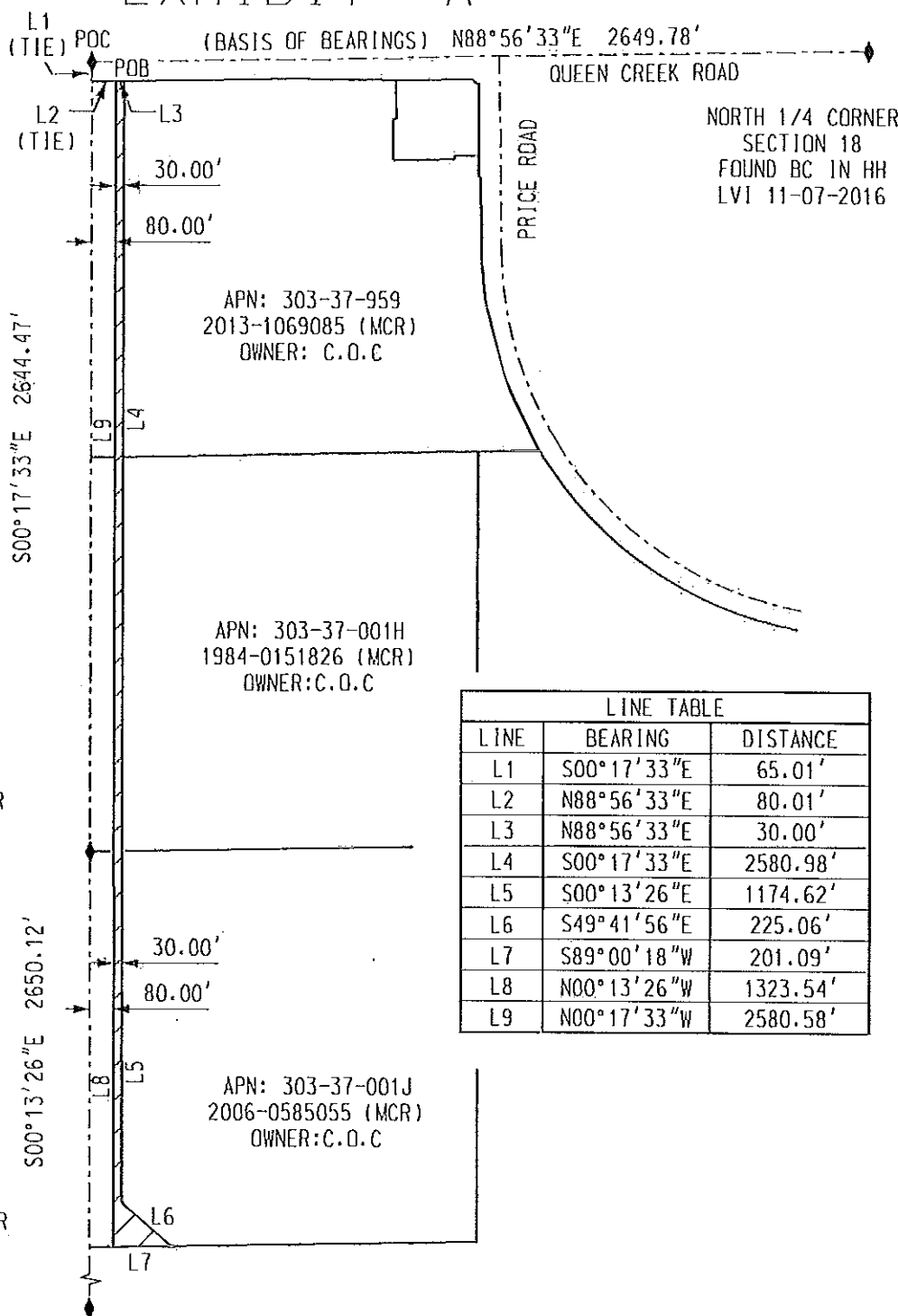
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SALT RIVER PROJECT
AGRICULTURAL IMPROVEMENT & POWER DISTRICT



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