

ORDINANCE NO. 5136

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHANDLER,
ARIZONA, GRANTING A NON-EXCLUSIVE POWER DISTRIBUTION
EASEMENT TO ARIZONA PUBLIC SERVICE COMPANY, AT NO COST, AS
PART OF THE FRYE ROAD PROTECTED BIKE LANE PROJECT ST2106.

WHEREAS, the City of Chandler is in the process of constructing the Frye Road Protected Bike Lane Project ST 2106 (the "Project") from Arizona Avenue to the Consolidated Canal; and

WHEREAS, in order to accommodate the construction of the Project, Arizona Public Service Company (APS) needs to install additional electrical facilities on city-owned property; and

WHEREAS, the City of Chandler is willing to grant a non-exclusive Power Distribution Easement (the "Easement") to APS, at no cost, for that purpose.

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 the Easement to APS, at no cost, in, upon, over, under, across, through, and along that certain property legally described and depicted in Exhibit "A" attached hereto and made a part hereof by this reference.
- Section 2. That the granting of the non-exclusive Easement will be substantially in the form approved by the City Attorney attached hereto 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.
- Section 4. That the City Clerk will cause the original or a certified copy of this Ordinance to be recorded in the Office of Maricopa County Recorder after the effective date of this Ordinance.

INTRODUCED AND TENTATIVELY APPROVED by the City Council of the City of Chandler, Arizona, this ____ day of _____ 2025.

ATTEST:

CITY CLERK

MAYOR

PASSED AND ADOPTED by the Mayor and City Council of the City of Chandler, Arizona, this _____ day of _____, 2025.

ATTEST:

CITY CLERK

MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Ordinance No. 5136 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the _____ day of _____, 2025, and that the vote was _____ ayes, and _____ nays.

CITY CLERK

APPROVED AS TO FORM

CITY ATTORNEY

DUG

Published in the Arizona Republic on:

EXHIBIT "A"
Legal Description

LEGAL DESCRIPTION
FOR ELECTRIC EASEMENT
CITY OF CHANDLER

That part of the Northeast Quarter of Section 33, Township 1 South, Range 5 East of the Gila and Salt River Meridian, Maricopa County, Arizona, being a portion of Lot 76, as shown on San Marcos Fairways, Book 20 of Maps, Page 33, in the Office of Maricopa County Records, more particularly described as follows:

COMMENCING at the Center of said Section 33, from which the Southeast Corner of the Southwest Quarter of the Northeast Quarter of said Section bears North 90 degrees 00 minutes 00 seconds East (Basis of Bearing), a distance of 1,336.99 feet;

THENCE North 90 degrees 00 minutes 00 seconds East, along the South line of said Northeast Quarter, a distance of 866.50 feet;

THENCE North 00 degrees 00 minutes 00 seconds East, departing said South line, a distance of 33.00 feet to the North Right of Way line of Frye Road and the POINT OF BEGINNING;

THENCE continuing North 00 degrees 00 minutes 00 seconds East, along the West line of said Lot 76, a distance of 8.00 feet;

THENCE North 90 degrees 00 minutes 00 seconds East, departing said West line, a distance of 29.00 feet;

THENCE South 00 degrees 00 minutes 00 seconds East, a distance of 8.00 feet to the North Right of Way line of Frye Road, said point shall hereinafter be referred to as Point "A";

THENCE North 90 degrees 00 minutes 00 seconds West, along said Right of Way, a distance of 29.00 feet to the POINT OF BEGINNING;

Area contains 232.00 Square Feet or 0.005 Acres, More or Less.

Together with:

Commencing at the aforementioned Point "A";

THENCE South 90 degrees 00 minutes 00 seconds East, along the North Right of Way line of Frye Road, a distance of 83.00 feet to the POINT OF BEGINNING;

THENCE North 00 degrees 00 minutes 00 seconds East, departing said Right of Way line, a distance of 42.00 feet;

THENCE North 90 degrees 00 minutes 00 seconds East, a distance of 32.00 feet;

THENCE South 00 degrees 00 minutes 00 seconds East, a distance of 12.00 feet;

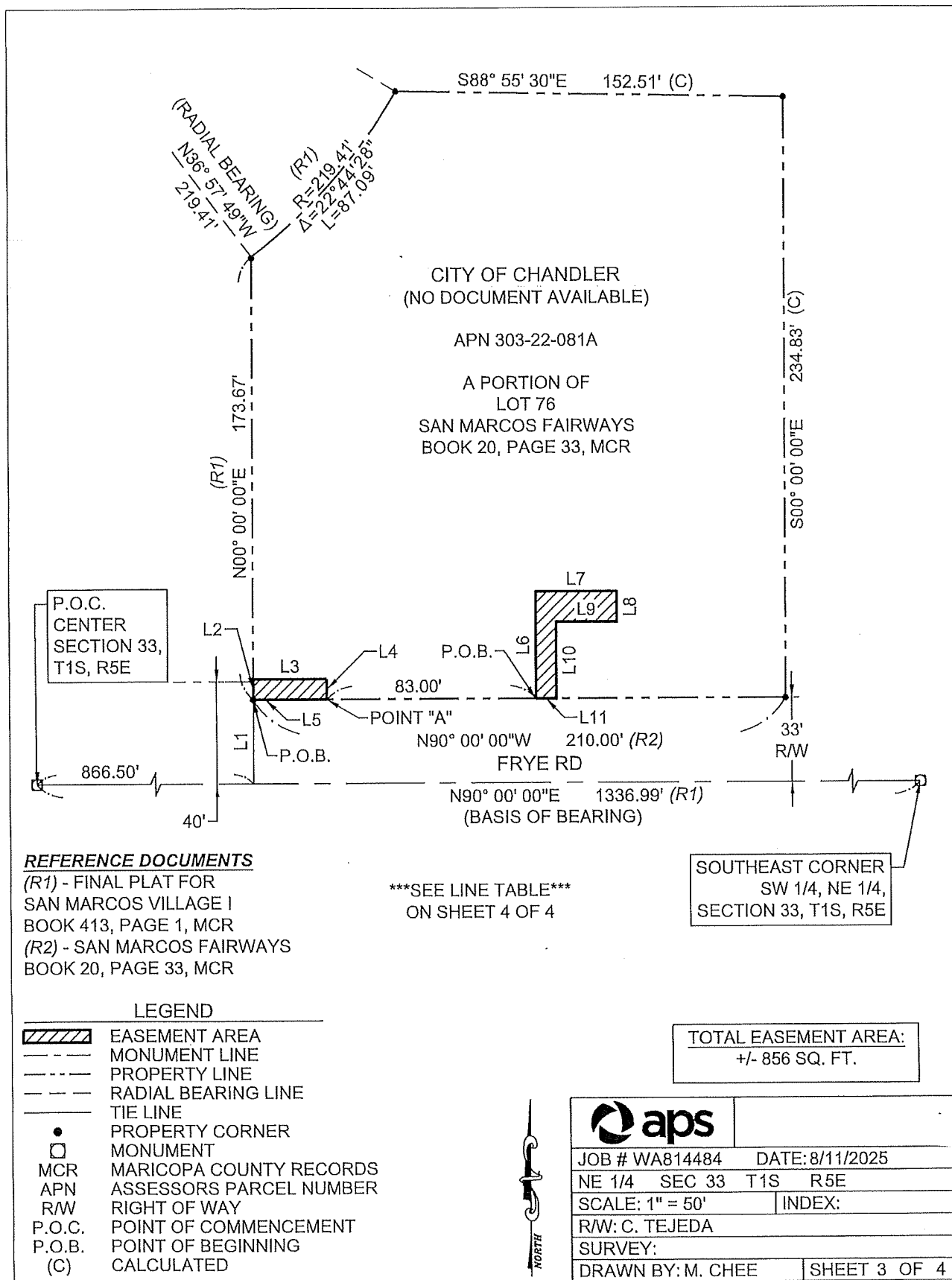
THENCE North 90 degrees 00 minutes 00 seconds West, a distance of 24.00 feet;

THENCE South 00 degrees 00 minutes 00 seconds East, a distance of 30.00 feet to said North Right of Way line;

THENCE North 90 degrees 00 minutes 00 seconds West, along said Right of Way line, a distance of 8.00 feet to the POINT OF BEGINNING;

Area contains 624.00 Square Feet or 0.143 Acres, More or Less.

Total Area described = 856.00 Square Feet or 0.020 Acres, More or Less.



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N00°00'00"E	33.00'
L2	N00°00'00"E	8.00'
L3	N90°00'00"E	29.00'
L4	S00°00'00"E	8.00'
L5	N90°00'00"W	29.00'
L6	N00°00'00"E	42.00'
L7	N90°00'00"E	32.00'
L8	S00°00'00"E	12.00'
L9	N90°00'00"W	24.00'
L10	S00°00'00"E	30.00'
L11	N90°00'00"W	8.00'

	
JOB # WA814484	DATE: 8/11/2025
NE 1/4 SEC 33 T1S R5E	
SCALE:	INDEX:
R/W: C. TEJEDA	
SURVEY:	
DRAWN BY: M. CHEE	SHEET 4 OF 4

EXHIBIT "B"
APS Easement

NE ¼ 33 1S 5E
33.299272, -111.847070
303-22-081A
WA814481
CRT/JRG

THE CITY OF CHANDLER - APS UTILITY EASEMENT

THE CITY OF CHANDLER, a municipal corporation of the State of Arizona, (hereinafter called "Grantor"), is the owner of the following described real property located in Maricopa County, Arizona (hereinafter called "Grantor's Property"):

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Grantor, for and in consideration of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant and convey to **ARIZONA PUBLIC SERVICE COMPANY**, an Arizona corporation, (hereinafter called "Grantee"), and to its successors and assigns, a non-exclusive right, privilege, and easement, 8 feet in width or as further described in attached exhibits at locations and elevations, in, upon, over, under, through and across, a portion of Grantor's Property described as follows (herein called the "Easement Premises"):

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF

Grantee is hereby granted the right to: construct, reconstruct, replace, repair, operate and maintain electrical lines, together with appurtenant facilities and fixtures for use in connection therewith, for the transmission and distribution of electricity to, through, across, and beyond Grantor's Property; and install, operate and maintain telecommunication wires, cables, conduits, fixtures and facilities solely for Grantee's own use incidental to supplying electricity (said electrical and telecommunication lines, facilities and fixtures collectively herein called "Grantee Facilities"). Grantee Facilities shall consist of underground electric lines and appurtenant facilities including pad mounted equipment. In no event may any overhead electric lines and associated overhead equipment be installed unless in an emergency to restore power. Grantee shall at all times have the right of full and free ingress and egress to and along the Easement Premises for the purposes herein specified.

Grantee is hereby granted the right, but not the obligation, to trim, prune, cut, and clear away trees, brush, shrubs, or other vegetation on, or adjacent to, the Easement Premises whenever in Grantee's judgment the same shall be necessary for the convenient and safe exercise of the rights herein granted.

Grantor shall not locate, erect or construct, or permit to be located, erected or constructed, any building or other structure or drill any well within the limits of the Easement Premises; nor shall Grantor plant or permit to be planted any trees within the limits of the Easement Premises without the prior written consent of Grantee. However, Grantor reserves all other rights, interests and uses of the Easement Premises that are not inconsistent with Grantee's easement rights herein conveyed and which do not interfere with or endanger any of the Grantee Facilities, including, without limitation, granting others the right to use all or portions of the Easement Premises for utility or roadway purposes and constructing improvements within the Easement Premises such as paving, sidewalks, landscaping, driveways, and curbing. Notwithstanding the foregoing, Grantor shall not have the right to lower by more than one foot or raise by more than two feet the surface grade of the Easement Premises without the prior written consent of Grantee, and in no event shall a change in the grade compromise Grantee's minimum cover requirements or interfere with Grantee's operation, maintenance or repair.

Grantee shall not have the right to use the Easement Premises to store gasoline or petroleum products, hazardous or toxic substances, or flammable materials; provided however, that this prohibition shall not apply to any material, equipment or substance contained in, or a part of, the Grantee Facilities, provided that Grantee must comply with all applicable federal, state and local laws and regulations in connection therewith. Additionally, the Easement Premises may not be used for the storage of construction-related materials or to park or store construction-related vehicles or equipment except on a temporary basis to construct, reconstruct, replace, repair, operate, or maintain the Grantee Facilities.

Grantor shall maintain clear areas that extend: 1) 3 feet from and around all edges of all switching cabinet pads and 2 feet from and around all edges of all transformer pads and other equipment pads, and 2) a clear operational area that extends 10 feet immediately in front of all transformer, switching cabinet and other equipment openings, and 3) a 6 feet by 6 feet hot-stick operating area off the front left corner of all transformers. No obstructions, trees, shrubs, large landscape rocks, fences, fixtures, or permanent structures shall be placed by Grantor within said clear areas; nor shall Grantor install landscape irrigation or sprinkler systems within said clear areas. Landscape irrigation or sprinkler systems installed adjacent to the clear areas shall be installed and maintained so that the transformers, switching cabinets or any other equipment do not get wet by spray or irrigation.

By accepting and utilizing this easement, Grantee agrees that following any installation, excavation, maintenance, repair, or other work by Grantee within the Easement Premises, the affected area will be restored by Grantee to as close to original condition as is reasonably practicable, at the expense of Grantee; and that Grantee shall indemnify Grantor, to the extent required by law, for any loss, cost or damage incurred by Grantor as a result of any negligent installation, excavation, maintenance, repair or other work performed by Grantee within the Easement Premises.

Grantee shall exercise reasonable care to avoid damage to the Easement Premises and all improvements thereon and agrees that following any installation, excavation, maintenance, repair, or other work by Grantee within the Easement Premises, the affected area, including without limitation, all pavement, landscaping, cement, and other improvements permitted within the Easement Premises pursuant to this easement will be restored by Grantee to as close to original condition as is reasonably possible, at the expense of Grantee.

Grantor reserves the right to require the relocation of Grantee Facilities to a new location within Grantor's Property; provided however, that: (1) Grantor pays the entire cost of redesigning and relocating Grantee Facilities; and (2) Grantor provides Grantee with a new easement in a form and location acceptable to Grantee and at no cost to Grantee. Upon the acceptance by Grantee of a new easement and after the relocation of Grantee Facilities to the new easement area, Grantee shall abandon its rights to use the Easement Premises granted in this easement. The easement granted herein shall not be deemed abandoned except upon Grantee's execution and recording of a formal instrument abandoning the easement.

If any of Grantee's electric facilities in this easement are not being used or are determined not to be useful, Grantor may request that the facilities that are no longer needed be removed and that portion of the easement be abandoned. Grantee will execute and record a formal instrument abandoning the easement, or a portion thereof. Any facilities that are determined to still be needed for Grantee's electrical system can be relocated pursuant to the above relocation requirements.

Grantee shall not have the right to transfer, convey or assign its interests in this easement to any individual, corporation, or other entity (other than to an affiliated entity of Grantee or an entity that acquires from Grantee substantially all of Grantee's electric distribution facilities within the area of Grantor's Property) without the prior written consent of Grantor, which consent shall not be unreasonably withheld. Grantee shall notify Grantor of the transfer, conveyance or assignment of any rights granted herein.

The covenants and provisions herein set forth shall extend and inure in favor and to the benefit of, and shall be binding on the heirs, administrators, executors, successors in ownership and estate, assigns and lessees of Grantor and Grantee.

[THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, City of Chandler, a municipal corporation of the State of Arizona, has caused this Utility Easement to be executed by its duly authorized representative, this ____ day of _____, 202__.

APPROVED AS TO FORM:

CITY OF CHANDLER, a municipal corporation of the State of Arizona

City Attorney
DMG

By: _____

ATTEST:

City Clerk

STATE OF _____ }
County of _____ } ss.
}

This instrument was acknowledged before me this ____ day of _____, 202__ by
_____ of _____, on behalf of
City of Chandler.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Notary Seal

Notary Public

EXHIBIT "A"

(LEGAL DESCRIPTION OF GRANTOR'S PROPERTY)

Lot 76 of San Marcos Fairways, as recorded in Book 20 of Maps, Page 33, Maricopa County Recorder.

LEGAL DESCRIPTION
FOR ELECTRIC EASEMENT
CITY OF CHANDLER

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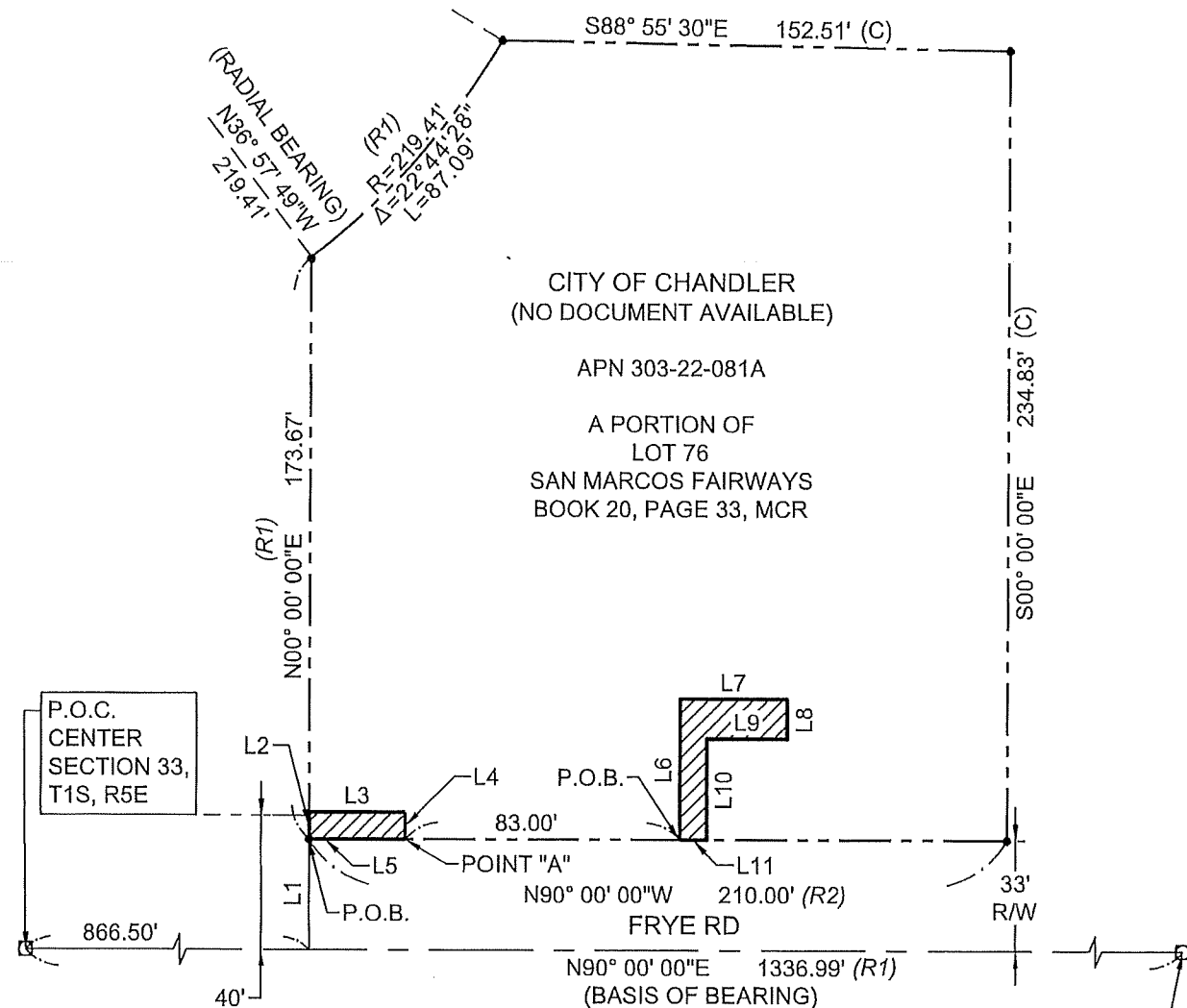
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REFERENCE DOCUMENTS

(R1) - FINAL PLAT FOR
SAN MARCOS VILLAGE I
BOOK 413, PAGE 1, MCR
(R2) - SAN MARCOS FAIRWAYS
BOOK 20, PAGE 33, MCR

SEE LINE TABLE
ON SHEET 4 OF 4

SOUTHEAST CORNER
SW 1/4, NE 1/4,
SECTION 33, T1S, R5E

LEGEND

	EASEMENT AREA
	MONUMENT LINE
	PROPERTY LINE
	RADIAL BEARING LINE
	TIE LINE
	PROPERTY CORNER
	MONUMENT
MCR	MARICOPA COUNTY RECORDS
APN	ASSESSORS PARCEL NUMBER
R/W	RIGHT OF WAY
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
(C)	CALCULATED

TOTAL EASEMENT AREA:
+/- 856 SQ. FT.



JOB # WA814484	DATE: 8/11/2025
NE 1/4 SEC 33 T1S R5E	
SCALE: 1" = 50'	INDEX:
R/W: C. TEJEDA	
SURVEY:	
DRAWN BY: M. CHEE	SHEET 3 OF 4



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NE 1/4 SEC 33 T1S R5E		
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