

ORDINANCE NO. O21-85

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE EXECUTION OF AN IRRIGATION EASEMENT IN FAVOR OF ROOSEVELT IRRIGATION DISTRICT LOCATED AT THE NORTHWEST CORNER OF 99TH AVENUE AND GLENDALE AVENUE AND DIRECTING THE CITY CLERK TO RECORD A CERTIFIED COPY OF THE ORDINANCE.

WHEREAS, Roosevelt Irrigation District (RID) currently has existing facilities and a corresponding easement located within the existing roadway at the Northwest corner of 99th Avenue and Glendale Avenue; and

WHEREAS, the City's Glendale Avenue Reconstruction Project requires RID to relocate its facilities to be in the alignment of the new improvements on Glendale Avenue as depicted in the attached map and legally described in Exhibit A; and

WHEREAS, the City finds that relocating the irrigation facilities and providing RID with a new irrigation easement to protect its facilities is in the public interest.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That the City Council hereby approves granting the RID Irrigation Easement, attached hereto as Attachment 1 and directs and authorizes the City Manager to execute said Easement on behalf of the City.

SECTION 2. That the City Clerk is accordingly instructed and authorized to forward a certified copy of this ordinance for recording to the Maricopa County Recorder's Office.

SECTION 3. That the provisions of this ordinance shall become effective thirty (30) days after passage of this ordinance by the Glendale City Council.

(Signatures on the following page)

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this 23rd day of November, 2021.

Mayor Jerry P. Weiers

ATTEST:

Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

REVIEWED BY:

Kevin R. Phelps, City Manager

ATTACHMENT 1

WHEN RECORDED MAIL TO:

Roosevelt Irrigation District
103 West Baseline
Buckeye, Arizona 85326

IRRIGATION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the CITY OF GLENDALE, ARIZONA (“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, does hereby grant to ROOSEVELT IRRIGATION DISTRICT (“Grantee”), an irrigation district organized and existing under the laws of the State of Arizona, its successors and assigns, the right, easement and privilege to construct, reconstruct, operate, repair, and maintain an irrigation pipeline, together with all the necessary and appurtenant facilities through, over, under and across the following described property:

Exhibit A attached hereto and made by reference a part hereof.

Grantor shall not convey any easement or grant any permits within the easement areas without the prior written approval of Grantee.

Grantor shall not erect, construct or permit to be erected or constructed any building or other structure, plant any trees, drill any well, install swimming pools, or alter ground level by cut or fill, within the limits of said easement without a permit from and prior written approval of Grantee.

Grantee shall have the right, but not the obligation, to erect, maintain and use gates in all fences which now cross said easement and to trim, cut and clear away trees or brush whenever in its judgment the same shall be necessary for the convenient and safe exercise of the rights hereby granted.

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

Grantor and Grantee acknowledge that from time to time Grantee may find it necessary to construct, reconstruct, operate and maintain irrigation facilities and appurtenant conveniences lying within the easement area.

Grantor shall pay Grantee all costs and expenses of any relocation of the irrigation facilities requested by Grantor, including but not limited to, the relocation of the facilities into

the easement area described above. Grantee shall pay all costs and expenses of any relocation of the irrigation facilities requested by Grantee.

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 cease and revert to Grantor, its successors or assigns.

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 und conditions:

1. 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 and street lighting on the surface of the easement areas.

2. Grantor reserves the right to construct and install public utilities, and to grant easements and permits for public utility purposes, in, upon, under, over and across the easement areas, subject to prior written approval by Grantee.

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 improvements described in paragraphs 1 and 2, above, 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 collect, 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 in the "Manual on Uniform Traffic Control Devices" and any amendments and/or revisions thereto. If, in the course of such repair, maintenance, replacement or installation, Grantee damages any improvements of Grantor, Grantor may restore such improvements at Grantor's expense.

4. Grantor shall warrant and defend the rights, easements and privileges hereby granted and the priority of this easement against all persons whomsoever.

[Signatures on following page.]

Exhibit "A"

**LEGAL DESCRIPTION
UNDERGROUND IRRIGATION EASEMENT
REPLACEMENT EASEMENT**

A PORTION OF THE SE 1/4 OF SECTION 5, THE NE 1/4 OF SECTION 8, AND THE NW 1/4 OF SECTION 9, TOWNSHIP 2 NORTH, RANGE 1 EAST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SECTION CORNER COMMON TO SECTIONS 4, 5, 8, AND 9;

THENCE ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 8 SOUTH 87°36'19" WEST, 45.87 FEET THE **POINT OF BEGINNING**;

THENCE SOUTH 04°02'49" EAST 42.33 FEET;

THENCE SOUTH 01°57'35" WEST 11.34 FEET;

THENCE SOUTH 77°37'34" EAST 107.77 FEET;

THENCE SOUTH 12°22'26" WEST 24.00 FEET;

THENCE NORTH 77°37'34" WEST 127.76 FEET;

THENCE NORTH 01°57'35" EAST 30.07 FEET;

THENCE NORTH 04°02'49" WEST 87.77 FEET;

THENCE NORTH 10°40'31" EAST 44.05 FEET;

THENCE NORTH 00°03'35" EAST 6.07 FEET;

THENCE NORTH 43°49'57" EAST 13.99 FEET;

THENCE NORTH 89°52'47" EAST 14.32 FEET;

THENCE SOUTH 00°03'35" WEST 18.45 FEET;

THENCE SOUTH 10°40'31" WEST 43.18 FEET;

THENCE SOUTH 04°02'49" EAST 43.60 FEET, TO THE **POINT OF BEGINNING**.

CONTAINING: 6,821 SQUARE FEET OR 0.157 ACRES OF LAND, MORE OR LESS.

SEE EXHIBIT A, ATTACHED.



REPLACEMENT UNDERGROUND IRRIGATION EASEMENT

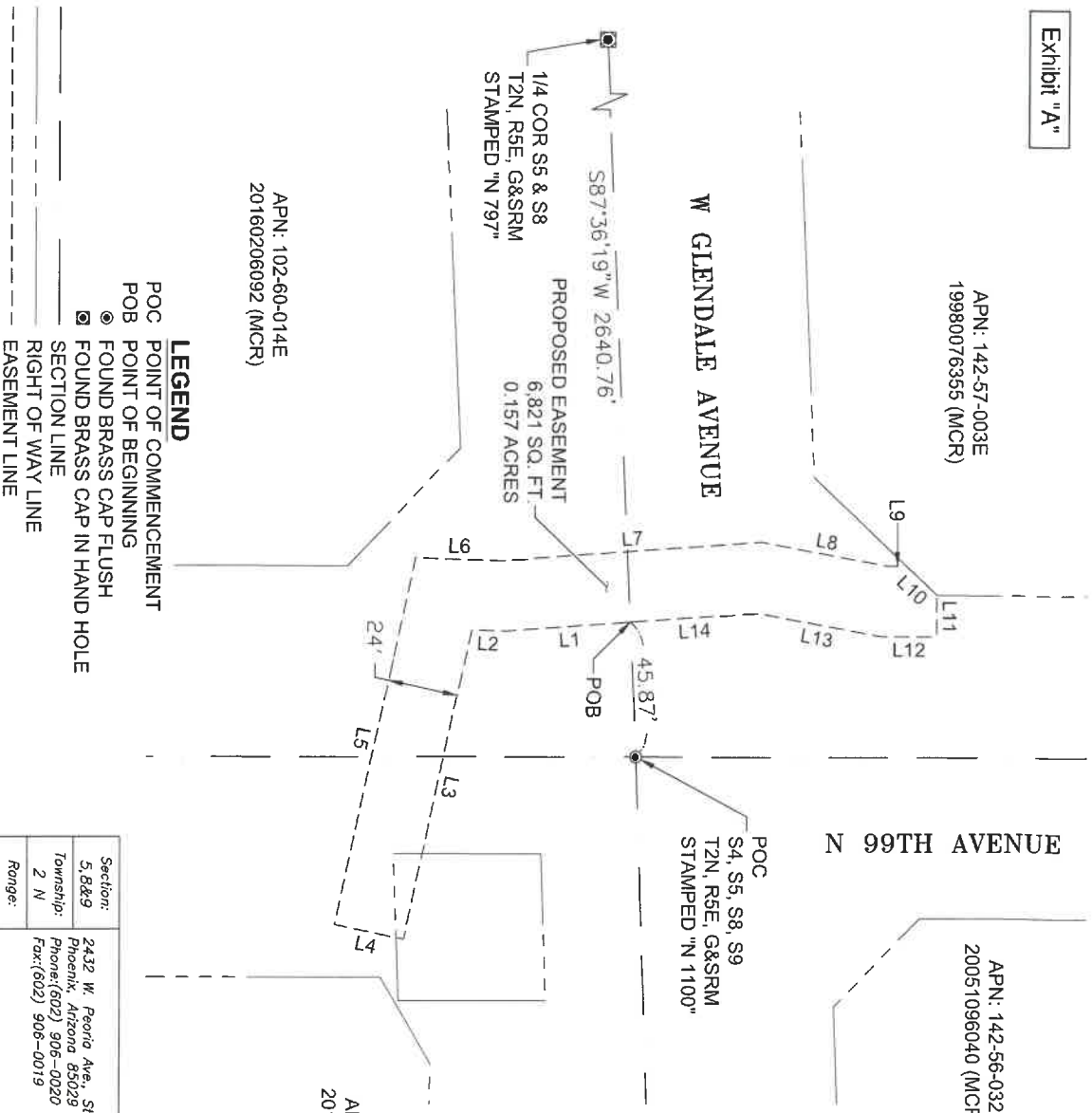
Exhibit "A"

APN: 142-57-003E
19980076355 (MCR)

APN: 142-56-032
20051096040 (MCR)

APN: 102-60-014E
20160206092 (MCR)

APN: 102-01-011B
20160206092 (MCR)



LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	42.33'	S4°02'49"E
L2	11.34'	S1°57'35"W
L3	107.77'	S77°37'34"E
L4	24.00'	S12°22'26"W
L5	127.76'	N77°37'34"W
L6	30.07'	N1°57'35"E
L7	87.77'	N4°02'49"W
L8	44.05'	N10°40'31"E
L9	6.07'	N0°03'35"E
L10	13.99'	N43°49'57"E
L11	14.32'	N89°52'47"E
L12	18.45'	S0°03'35"W
L13	43.18'	S10°40'31"W
L14	43.60'	S4°02'49"E

- LEGEND**
- POC POINT OF COMMENCEMENT
 - POB POINT OF BEGINNING
 - FOUND BRASS CAP FLUSH
 - FOUND BRASS CAP IN HAND HOLE
 - SECTION LINE
 - RIGHT OF WAY LINE
 - EASEMENT LINE

Section: 5, 8 & 9
Township: 2 N
Range: 1 E

2432 W. Peoria Ave., Ste 1323
Phoenix, Arizona 85029
Phone: (602) 906-0020
Fax: (602) 906-0019



EXHIBIT A

REPLACEMENT EASEMENT EXHIBIT
SE 1/4 S5, NE 1/4 S8, & NW 1/4 S9
T2N, R1E, G&SRM, MARICOPA CO, AZ

Dwn: JMW
Ck'd: MJU
Scale: 1"=40'
Sheet: 2 of 2

Date: 11/02/21 Job No: 2445-1

