

ORDINANCE NO. 022-19

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE EXECUTION OF A UTILITY EASEMENT IN FAVOR OF ARIZONA PUBLIC SERVICE COMPANY LOCATED AT 5850 WEST GLENDALE AVENUE AND DIRECTING THE CITY CLERK TO RECORD A CERTIFIED COPY OF THE ORDINANCE.

WHEREAS, on January 26, 2021, Council approved the APS Level 2 Electric Vehicle Charging Pilot Agreement #278494, C21-0064, which allowed APS to install two charging stations at 5850 West Glendale Avenue for the public's use; and

WHEREAS, APS requires a utility easement from the City to permanently locate power facilities on City property allowing APS to construct, reconstruct, replace, repair, operate and maintain electrical lines and appurtenant facilities and fixtures for the transmission and distribution of electricity to electric vehicle charging stations; and

WHEREAS, the City has determined that the new utility easement on City property will benefit the citizens of Glendale and be in the public's interest.

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

SECTION 1. That the City agrees to grant a utility easement to APS to locate a new permanent electrical line and charging stations at 5850 West Glendale Avenue.

SECTION 2. The Council hereby authorizes and instructs the City Manager to execute the Utility Easement, attached hereto as Exhibit 1, granting the Utility Easement described herein, to the Arizona Public Service Company.

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

SECTION 4. The City Clerk is instructed and authorized to forward a certified copy of this ordinance and its attachments for recording to the Maricopa County Recorder's Office.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this 12th day of April, 2022.

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

EXHIBIT 1

SW 5 2N 2E
33.538717/-112.184560
147-26-114
WA587137
RT/PB

UTILITY EASEMENT

THE CITY OF GLENDALE, 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"):

BLOCK 14, AMENDED PLAT OF GLENDALE, RECORDED IN BOOK 10 OF MAPS,
PAGE 10, RECORDS OF MARICOPA COUNTY, ARIZONA.

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 "A" 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 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 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.

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.

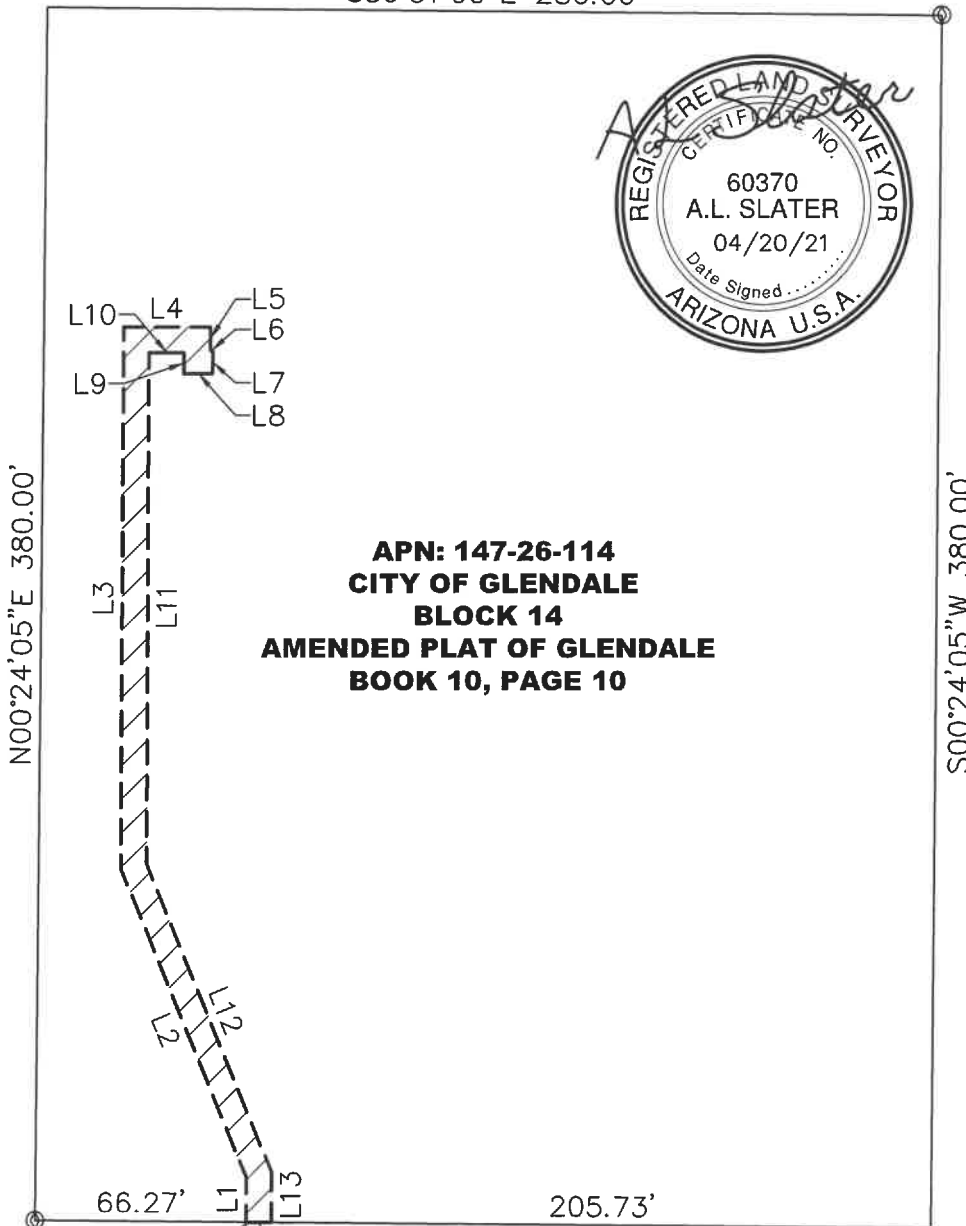
The covenants and provisions herein set forth shall extend and inure in favor and to the benefit of, and shall be binding on the heirs, administrators, executors, successors in ownership and estate, assigns and lessees of Grantor and Grantee.

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EXHIBIT "B"

GLENN DRIVE

S89°31'00"E 280.00'



APN: 147-26-114
CITY OF GLENDALE
BLOCK 14
AMENDED PLAT OF GLENDALE
BOOK 10, PAGE 10

S00°24'05"W 380.00'
58TH AVENUE

N00°24'05"E 380.00'

POINT OF BEGINNING

N0°06'51"E

116.64' 55.00'

GLENDALE AVENUE

N89°31'00"W 280.00'

205.73'

66.27'

2185.41'

S89°31'00"E 2302.05'
 BASIS OF BEARING

SOUTH 1/4 CORNER
 SEC. 5 T2N,R2E
 FOUND BRASS CAP
 IN HANDHOLE

FOUND BRASS CAP IN HANDHOLE
 AT THE INTERSECTION OF
 58TH DR. AND GLENDALE AVE
POINT OF COMMENCEMENT

APS - 278494
5850 W. GLENDALE AVENUE
GLENDALE, ARIZONA 85301

JOB# P5224	DWG: CITY OF GLENDALE	DATE: 04/20/21
SCALE: N.T.S.	DRAWN: TS	CHECK: ELS
		SHEET: 1 OF 4

EXHIBIT "B"

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N00°06'51"E	14.22'
L2	N22°23'09"W	104.52'
L3	N00°06'51"E	169.63'
L4	S89°53'09"E	27.52'
L5	S00°06'51"W	7.25'
L6	S89°53'09"E	0.72'
L7	S00°06'51"W	7.30'
L8	N89°53'09"W	9.14'
L9	N00°06'51"E	6.55'
L10	N89°53'09"W	11.10'
L11	S00°06'51"W	160.04'
L12	S22°23'09"E	104.52'
L13	S00°06'51"W	15.87'
L14	N89°31'00"W	8.00'



APS - 278494
5850 W. GLENDALE AVENUE
GLENDALE, ARIZONA 85301

JOB# P5224	DWG: CITY OF GLENDALE	DATE: 04/20/21	
SCALE: N.T.S.	DRAWN: TS	CHECK: ELS	SHEET: 2 OF 4

**LEGAL DESCRIPTION
ARIZONA PUBLIC SERVICE
APS – 278494 – CITY OF GLENDALE**

Page 3 of 4

AN EASEMENT OVER A PORTION ASSESSORS PARCEL NUMBER 147-26-114, AS SHOWN IN THE AMENDED PLAT OF GLENDALE, AS RECORDED IN BOOK 10 OF MAPS, PAGE 10, MARICOPA COUNTY RECORDS, ARIZONA, SITUATED WITHIN THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 2 NORTH, RANGE 2 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A BRASS CAP IN HANDHOLE MARKING THE INTERSECTION OF 58TH DRIVE AND GLENDALE AVENUE, FROM WHICH A BRASS CAP IN HANDHOLE MARKING THE SOUTH QUARTER CORNER OF SAID SECTION 5, BEARS SOUTH 89 DEGREES 31 MINUTES 00 SECONDS EAST, A DISTANCE OF 2,302.05 FEET ;

THENCE SOUTH 89 DEGREES 31 MINUTES 00 SECONDS EAST, ALONG THE CENTERLINE OF GLENDALE AVENUE, A DISTANCE OF 116.64 FEET;

THENCE DEPARTING SAID CENTERLINE, NORTH 00 DEGREES 06 MINUTES 51 SECONDS EAST, A DISTANCE OF 55.00 FEET TO THE SOUTH LINE OF SAID PROPERTY AND THE **POINT OF BEGINNING**;

THENCE DEPARTING SAID SOUTH LINE, NORTH 00 DEGREES 06 MINUTES 51 SECONDS EAST, A DISTANCE OF 14.22 FEET;

THENCE NORTH 22 DEGREES 23 MINUTES 09 SECONDS WEST, A DISTANCE OF 104.52 FEET;

THENCE NORTH 00 DEGREES 06 MINUTES 51 SECONDS EAST, A DISTANCE OF 169.63 FEET;

THENCE SOUTH 89 DEGREES 53 MINUTES 09 SECONDS EAST, A DISTANCE OF 27.52 FEET;

THENCE SOUTH 00 DEGREES 06 MINUTES 51 SECONDS WEST, A DISTANCE OF 7.25 FEET;

THENCE SOUTH 89 DEGREES 53 MINUTES 09 SECONDS EAST, A DISTANCE OF 0.72 FEET;

THENCE SOUTH 00 DEGREES 06 MINUTES 51 SECONDS WEST, A DISTANCE OF 7.30 FEET;

THENCE NORTH 89 DEGREES 53 MINUTES 09 SECONDS WEST, A DISTANCE OF 9.14 FEET;

THENCE NORTH 00 DEGREES 06 MINUTES 51 SECONDS EAST, A DISTANCE OF 6.55 FEET;

THENCE NORTH 89 DEGREES 53 MINUTES 09 SECONDS WEST, A DISTANCE OF 11.10 FEET;

THENCE SOUTH 00 DEGREES 06 MINUTES 51 SECONDS WEST, A DISTANCE OF 160.04 FEET;

THENCE SOUTH 22 DEGREES 23 MINUTES 09 SECONDS EAST, A DISTANCE OF 104.52 FEET;

THENCE SOUTH 00 DEGREES 06 MINUTES 51 SECONDS WEST, A DISTANCE OF 15.87 FEET TO THE SOUTH LINE OF SAID PROPERTY;

THENCE NORTH 89 DEGREES 31 MINUTES 00 SECONDS WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 8.00 FEET TO THE **POINT OF BEGINNING**.

SAID EASEMENT CONTAINS 2,524 SQUARE FEET OR 0.058 ACRES, MORE OR LESS.



**CLOSURE REPORT
ARIZONA PUBLIC SERVICE
APS – 278494 – CITY OF GLENDALE**

North: 923142.6134' East: 618509.0694'
Segment #1 : Line
Course: N0° 06' 51"E Length: 14.22'
North: 923156.8334' East: 618509.0977'

Segment #2 : Line
Course: N22° 23' 09"W Length: 104.52'
North: 923253.4768' East: 618469.2922'

Segment #3 : Line
Course: N0° 06' 51"E Length: 169.63'
North: 923423.1064' East: 618469.6302'

Segment #4 : Line
Course: S89° 53' 09"E Length: 27.52'
North: 923423.0516' East: 618497.1501'

Segment #5 : Line
Course: S0° 06' 51"W Length: 7.25'
North: 923415.8016' East: 618497.1357'

Segment #6 : Line
Course: S89° 53' 09"E Length: 0.72'
North: 923415.8002' East: 618497.8557'

Segment #7 : Line
Course: S0° 06' 51"W Length: 7.30'
North: 923408.5002' East: 618497.8411'

Segment #8 : Line
Course: N89° 53' 09"W Length: 9.14'
North: 923408.5184' East: 618488.7011'

Segment #9 : Line
Course: N0° 06' 51"E Length: 6.55'
North: 923415.0684' East: 618488.7142'

Segment #10 : Line
Course: N89° 53' 09"W Length: 11.10'
North: 923415.0905' East: 618477.6142'

Segment #11 : Line
Course: S0° 06' 51"W Length: 160.04'
North: 923255.0508' East: 618477.2953'

Segment #12 : Line
Course: S22° 23' 09"E Length: 104.52'
North: 923158.4074' East: 618517.1009'

Segment #13 : Line
Course: S0° 06' 51"W Length: 15.87'
North: 923142.5375' East: 618517.0693'

Segment #14 : Line
Course: N89° 31' 00"W Length: 8.00'
North: 923142.6049' East: 618509.0696'

Perimeter: 646.38' Area: 2524 Sq. Ft.
Error Closure: 0.0085 Course: S1° 00' 40"E
Error North: -0.00846 East: 0.00015
Precision 1: 76044.71

