

ORDINANCE NO. 022-23

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE EXECUTION OF AN EASEMENT IN FAVOR OF MARICOPA COUNTY MUNICIPAL WATER CONSERVATION DISTRICT NUMBER ONE ON CITY PROPERTY LOCATED ON THE EAST SIDE OF COTTON LANE APPROXIMATELY 350 FEET SOUTH OF GLENDALE AVENUE AND DIRECTING THE CITY CLERK TO RECORD A CERTIFIED COPY OF THE ORDINANCE.

WHEREAS, the City owns Maricopa County Assessor Parcel Number 501-03-010M along the Cotton Lane corridor; and

WHEREAS, multiple developments are occurring along the Cotton Lane corridor from Glendale Avenue to Bethany Home Road; and

WHEREAS, a Maricopa County Municipal Water Conservation District (MWD) irrigation ditch currently exists in the Cotton Lane roadway alignment; and

WHEREAS, in order to construct the required roadway improvements, MWD is relocating and piping its irrigation ditch adjacent to the new pavement; and

WHEREAS, MWD is requesting property owners to grant easements so that MWD may construct, operate and maintain its facilities; and

WHEREAS, MWD's proposed easement on City property is depicted in Attachment 1 and legally described in "Exhibit A" thereto; and

WHEREAS, the City has determined that the Easement on City property would be in the public interest and benefit the citizens of Glendale.

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

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

SECTION 2. 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 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

APN #501-03-010M
Ord _____

ATTACHMENT 1

WHEN RECORDED MAIL TO:

**Maricopa Water District
P.O. Box 900
Waddell, AZ 85355-0900**

EASEMENT

CITY OF GLENDALE, an Arizona municipal corporation, hereinafter "**Grantor**" for and in consideration of the agreements contained herein, does hereby grant **MARICOPA COUNTY MUNICIPAL WATER CONSERVATION DISTRICT NUMBER ONE**, a political subdivision of the State of Arizona, hereinafter "**Grantee**" a permanent, exclusive easement, free and clear of any liens and encumbrances, along with a right of ingress and egress, to enter upon and use the lands, more particularly described on Exhibit "A" attached hereto (the "Easement Parcel").

1. Grantee shall at all times have a prior and superior right of access to and use of the Easement Parcel to accomplish all of Grantee's purposes, including, but not limited to the transmission and distribution of water, wastewater, power and communications, and to construct, reconstruct, operate and maintain Grantee's existing and any future facilities, including, but not limited to, water, wastewater, electrical and communication facilities located within the Easement Parcel.

2. Grantor reserves the right to construct, reconstruct, operate, maintain, repair and replace the roadway ("Roadway") and other improvements agreed to in writing by Grantee ("Other Improvements") within the Easement Parcel, subject to Grantee's rights herein granted. The design for the Roadway and all Other Improvements shall be subject to Grantee's review and approval and shall not impede nor limit Grantee's use of or full vehicular access to and over the Easement Parcel. Grantor shall be responsible for all costs and expenses associated with the Roadway and all Other Improvements, including, but not limited to, any costs or expenses necessary for the repair or replacement of the Roadway and all Other Improvements that are damaged or destroyed by Grantee, its employees, contractors or agents, who are accessing and/or using the Easement Parcel to accomplish any of Grantee's purposes, or that require repair or replacement for any other reason.

3. Grantor shall indemnify and hold harmless Grantee from any and all liability, cost, expense or damages resulting from Grantor's exercise of rights reserved herein for Grantor.

4. Except as provided in Paragraph 2 hereof, Grantee shall indemnify and hold harmless Grantor from any and all liability, cost, expense or damages resulting from Grantee's use of the easement herein granted.

5. Grantor may, at Grantor's expense and subject to Grantee's prior written approval, relocate, modify, upgrade, replace or reconstruct Grantee's existing or future facilities and property interests. Grantor shall reimburse Grantee for all costs and expenses incurred by Grantee to remove, relocate, modify, upgrade, replace or reconstruct Grantee's existing or future facilities or existing or future property interests to accommodate Grantor's rights reserved herein for a Roadway and all Other Improvements agreed to in writing by Grantee.

6. Any notice hereunder to be given by Grantor to Grantee shall be in writing and shall be given by personal delivery, overnight courier service, or United States certified or registered mail, return receipt requested, postage prepaid, to Maricopa Water District, 14825 West Grand Avenue, Surprise, Arizona 85374, Attention: Property and Contracts Manager. Any notice to be given hereunder by Grantee to Grantor shall be in writing and shall be given by personal delivery, overnight courier service, or United States certified or registered mail, return receipt requested, postage prepaid, to the City of Glendale, 5850 West Glendale Avenue, Glendale, Arizona 85301. Either party may designate by written notice, a new address to which any such notice shall thereafter be so addressed and mailed.

7. Each of the easements, covenants, conditions, restrictions, rights and obligations set forth herein runs with the land and creates equitable servitudes in favor of the Grantee and its successors and assigns, binds every person having any fee, leasehold or other interest therein and inures to the benefit of the respective parties and their successors, assignees, heirs and personal representatives.

8. Any subsequent owner of the Easement Parcel or any portion thereof, by acceptance of a deed conveying title thereto or the execution of a contract for the purpose thereof, whether from the original Grantor or from a subsequent owner of such Easement Parcel, or any portion thereof, accepts such deed or contract upon and subject to each and all of the easements, covenants, conditions, restrictions and obligations contained herein, and assumes the obligations of Grantor hereunder. By such acceptance and assumption, any such subsequent owner for himself and his successors, assignees, heirs and personal representatives, covenants, consents and agrees to keep, observe, comply with, and perform the obligations and agreements of Grantor set forth herein with respect to the real property so acquired by such subsequent owner.

9. Each provision of this Easement in the application thereof to the Easement Parcel and hereby declared to be independent and severable from the remainder of this Easement. If any provision contained herein is held to be invalid or to be unenforceable or not to run with the land, such holding does not affect the validity or enforceability of the remainder of this Easement.

10. Time is of the essence of this Easement.

11. This Easement contains a complete understanding and agreement of the parties hereto with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are superseded hereby. Exhibits attached hereto are incorporated herein by this reference.

12. The laws of the State of Arizona govern the interpretation, validity, performance and enforcement of this Easement.

IN WITNESS WHEREOF, the parties have executed this easement this _____ day of _____, 2022.

APPROVED:

ATTEST:

MARICOPA COUNTY MUNICIPAL WATER CONSERVATION DISTRICT NUMBER ONE, a political subdivision of the State of Arizona

By: _____
Christine Cain

By: _____
Glen Vortherms

Its: Property & Contracts Manager

Its: Assistant Secretary

STATE OF ARIZONA)
) **ss:**
County of Maricopa)

On this _____ day of _____, 2022, before me the undersigned Notary Public personally appeared Christine Cain and Glen Vortherms known to me to be the Property and Contracts Manager and Assistant Secretary of **MARICOPA COUNTY MUNICIPAL WATER CONSERVATION DISTRICT NUMBER ONE**, a political subdivision of the State of Arizona, and they, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained.

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

NOTARY PUBLIC

My Commission Expires:

Kevin R. Phelps
City Manager

ATTEST:

Julie K. Bower, City Clerk (Seal)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

Exempt Pursuant to A.R.S. §11-1134 (A)(3)

STATE OF ARIZONA)
) **ss:**
County of Maricopa)

On this _____ day of _____, 2022, before me the undersigned Notary Public personally appeared Kevin R. Phelps known to me to be the City Manager of the **CITY OF GLENDALE**, an Arizona municipal corporation, and he, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained.

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

NOTARY PUBLIC

My Commission Expires:

EXHIBIT "A"
COTTON LANE
DISTRIBUTION CENTER
MWD LATERAL 11 SUBLATERAL E RELOCATION

A PORTION OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 2 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AND BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 12,

THENCE, UPON THE WEST LINE OF SAID SECTION 12, SOUTH 00°21'14" WEST, A DISTANCE OF 596.87 FEET;

THENCE, SOUTH 89°38'46" EAST, A DISTANCE OF 33.00 FEET, TO THE POINT OF BEGINNING (POB);

THENCE, CONTINUING SOUTH 89°38'46" EAST, A DISTANCE OF 60.00 FEET, TO A LINE PARALLEL TO AND 93.00 FEET EAST OF SAID WEST LINE;

THENCE, UPON SAID PARALLEL LINE, SOUTH 00°21'14" WEST, A DISTANCE OF 40.30 FEET, TO A LINE PARALLEL TO AND 635.70 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 12,

THENCE, UPON SAID PARALLEL LINE, NORTH 88°46'58" WEST, A DISTANCE OF 20.00 FEET, TO A LINE PARALLEL TO AND 73.00 FEET EAST OF SAID WEST LINE, AND BEING NORTH 02°25'52" EAST, A DISTANCE OF 2014.08 FROM THE WEST QUARTER CORNER OF SAID SECTION 12;

THENCE, UPON SAID PARALLEL LINE, NORTH 00°21'14" EAST, A DISTANCE OF 20.00 FEET;

THENCE, NORTH 89°38'46" WEST, A DISTANCE OF 40.00 FEET, TO A LINE PARALLEL TO AND 33.00 FEET EAST OF SAID WEST LINE;

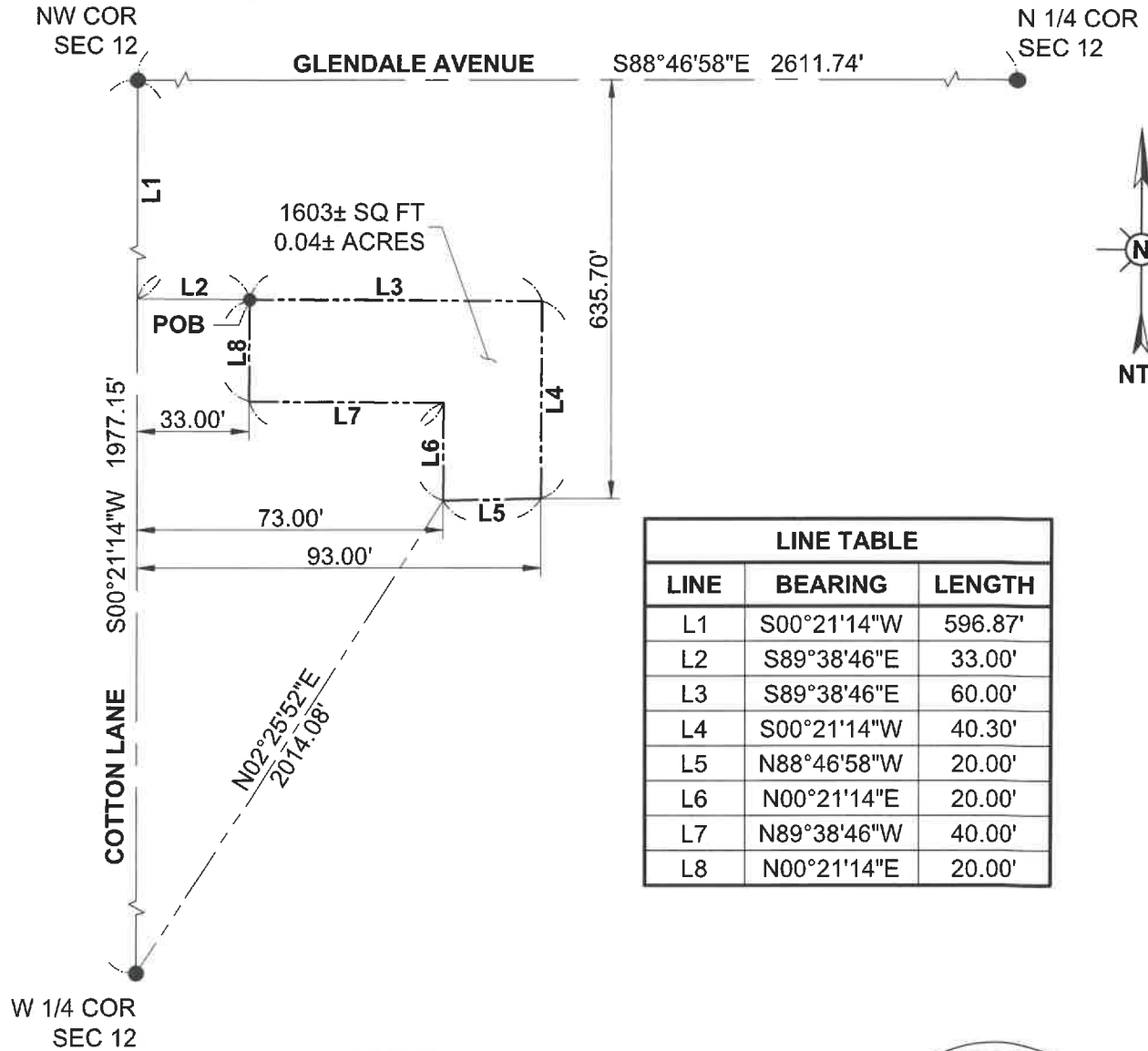
THENCE, UPON SAID PARALLEL LINE, NORTH 00°21'14" EAST, A DISTANCE OF 20.00 FEET, TO THE POINT OF BEGINNING (POB).

CONTAINING 0.04 MORE OR LESS ACRES (1603 MORE OR LESS SQUARE FEET).



 GEORGE CAIRO ENGINEERING, INC. 1630 S. STAPLEY DR., SUITE 117 MESA, ARIZONA 85204 (480) 921 - 4080 www.gcairoinc.com	JOB NO: MWD - 64	MARICOPA WATER DISTRICT EASEMENT	
	 MARICOPA WATER DISTRICT 14825 WEST GRAND AVENUE SURPRISE, AZ 85374 (623) 546 - 8266	COTTON LANE DISTRIBUTION CENTER	
		CITY OF GLENDALE LATERAL 11 SUBLATERAL E	
			1 OF 2

EXHIBIT "A"
A PORTION OF THE NORTHWEST QUARTER OF SECTION 12, T2N, R2W, G&SRM
MARICOPA COUNTY, ARIZONA



LINE TABLE		
LINE	BEARING	LENGTH
L1	S00°21'14"W	596.87'
L2	S89°38'46"E	33.00'
L3	S89°38'46"E	60.00'
L4	S00°21'14"W	40.30'
L5	N88°46'58"W	20.00'
L6	N00°21'14"E	20.00'
L7	N89°38'46"W	40.00'
L8	N00°21'14"E	20.00'

LEGEND

- NEW MWD ESMT
- SECTION LINE



GCE inc
GEORGE CAIRO ENGINEERING, INC.
 1630 S. STAPLEY DR., SUITE 117
 MESA, ARIZONA 85204
 (480) 921 - 4080
 www.gcairoinc.com

JOB NO: MWD - 64

MARICOPA WATER DISTRICT
 14825 WEST GRAND AVENUE
 SURPRISE, AZ 85374
 (623) 546 - 8266

MARICOPA WATER DISTRICT EASEMENT
COTTON LANE DISTRIBUTION CENTER
CITY OF GLENDALE
 LATERAL 11 SUBLATERAL E