

ORDINANCE NO. O22-24

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE EXECUTION OF A POWER DISTRIBUTION EASEMENT IN FAVOR OF SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT ON LOT 3 OF CAMELBACK RANCH, IN PHOENIX, ARIZONA AND DIRECTING THE CITY CLERK TO RECORD A CERTIFIED COPY OF THE ORDINANCE.

WHEREAS, an 8-foot Public Utility Easement (PUE) exists along Ball Park Boulevard on City owned Lot 3 of Glendale Spring Training Complex at Camelback Ranch; and

WHEREAS, Salt River Project Agricultural Improvement and Power District (SRP) needs to expand the easement area adjacent to the PUE to construct new facilities that will support development in the area; and

WHEREAS, the Power Distribution Easement required by SRP facilities is depicted in the attached map and legally described in Attachment 1; and

WHEREAS, the City has determined that the Power Distribution Easement on City property would be in the public's interest.

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

SECTION 1. That the City Council hereby authorizes granting the Power Distribution Easement to SRP as depicted and legally described in 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

ATTACHMENT 1

WHEN RECORDED MAIL TO:

SALT RIVER PROJECT

Land Department/PAB10W

P. O. Box 52025

Phoenix, Arizona 85072-2025

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

POWER DISTRIBUTION EASEMENT

Maricopa County
Parcel # 102-59-018
SW ¼, SEC. 18, T02N, R01E

Agt. JAM
Job # LJ83477 / T3300585
W JAM C JEP
R/W #

**CITY OF GLENDALE,
an Arizona municipal corporation,**

hereinafter called Grantor, for and in consideration of the sum of Ten Dollars, and other valuable consideration, receipt and sufficiency of which is 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, and its successors and assigns, hereinafter called Grantee, for use by Grantee and Grantee's employees, contractors, licensees, and invitees, a non-exclusive easement to construct, install, reconstruct, replace, remove, repair, operate and maintain underground electrical conduits and conductors, pipes, cables, switching equipment, transformers, pad-mounted equipment, enclosures, manholes, vaults, and all other appliances, appurtenances and fixtures (collectively, "Facilities") for the transmission and distribution of electricity, communication signals and data, and for all other purposes connected therewith at such locations and elevations, in, upon, over, under, across, through and along the Easement Parcel (defined below), as Grantee may now or hereafter deem convenient or necessary from time to time, together with the right of access to and from the Easement Parcel, over, across, through and along Grantor's Property (defined below) (collectively, the "Easement"). Grantee is hereby authorized to permit others to use the Easement for additional Facilities jointly with or separately from the Grantee for their purposes.

The lands in, upon, over, under, across, through and along which the Easement is granted are situated in the County of Maricopa, State of Arizona, and are more particularly described as:

Grantor's Property:

A portion of the Southwest quarter of Section 18, Township 02 North, Range 01 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being more particularly described in WARRANTY DEED Instrument 2018-0080155 records of Maricopa County, Arizona.

Easement Parcel:

Said easement being described as “LIMITS OF EASEMENT” delineated on Exhibit “A” (VILLAGE AT CAMELBACK PARK, SRP Job No. T3300585), prepared by Salt River Project A.I. & Power District, dated 11/16/2021, said Exhibit “A” attached hereto and made a part hereof.

CAUTION: Facilities placed within the Easement Parcel may contain high voltage electrical equipment. Notice is hereby given that the location of underground electrical conductors or facilities must be verified as required by Arizona Revised Statutes, Section 40-360.21, et seq., Arizona Blue Stake Law, prior to any excavation.

The Easement is governed by the following terms and conditions:

1. Modification of Easement Parcel. Grantor acknowledges that field conditions may result in the Facilities being installed within Grantor’s Property in a location that is not within the Easement Parcel. After the completion of any construction or installation outside of the Easement Parcel, Grantee shall obtain Grantor’s agreement with and execution of an amendment to this Easement modifying the legal description of the Easement Parcel to reflect the actual location of the Facilities (the “Amendment”). Upon the recordation of the Amendment, such revised legal description shall have the same force and effect, and create the same priority of interest, as if recorded concurrently with this instrument. Grantor may consent to the execution and recordation of the Amendment through the exercise of its sole discretion.
2. Prohibited Activities. Grantor shall not, whether directly or indirectly by granting permission, construct, install, or place any building or other structure, plant any trees, drill any wells, store materials of any kind, or alter the ground level, within the Easement Parcel. This paragraph 2 does not prohibit the use of the Easement Parcel for such purposes as landscaping (except trees), paved parking, sidewalks and/or driveways, provided that such use is otherwise in accordance with the terms of this Easement, and does not interfere with the efficient operation and maintenance of the Facilities, including access thereto. To obtain clarification as to whether or not a particular construction activity is prohibited by the first sentence of this paragraph 2, Grantor may request Grantee’s prior written approval to grade or install improvements (“Work”) within the Easement Parcel by submitting all construction, grading, or other development plans, as applicable, describing the proposed Work. Grantee may grant or deny such approval through the exercise of Grantee’s sole discretion, provided that Grantee’s review and right to approve shall be limited to whether the proposed Work conflicts with the existing Facilities, including access thereto. Any such approval is hereby subject to Grantor complying with all other provisions of this Easement.
3. Clear Areas. Grantor shall maintain a clear area that extends 3.00 feet from and around all edges of all transformer pads and other equipment pads, and a clear area that extends 12.00 feet immediately in front of all transformer and other equipment openings (“Clear Areas”). No improvements, fixtures, trees, shrubs, or other obstructions shall be placed within the Clear Areas. Grantee shall have the right (but not the obligation) to remove any obstructions within the Clear Areas.

4. Additional Grantee Rights. Grantee shall have the right (but not the obligation) to trim, cut and clear away trees, brush or other vegetation on, or which encroaches into, the Easement Parcel or the Clear Areas, whenever in its judgment the same shall be necessary for the convenient and safe exercise of the rights herein granted. Grantor agrees that any fences or walls which now cross or hereafter cross Grantor's Property will not prevent Grantee's access to the Easement Parcel or the Facilities. Grantor further agrees that Grantee can use gates on all such fences or walls for such access.
5. Perpetual Nature of Easement. The Easement, and Grantee's rights hereunder, shall be perpetual, and shall not terminate until, and unless abandoned through the recordation of a document formally abandoning the Easement, which references this instrument and is executed and acknowledged by Grantee. Upon such recordation, all Grantee's rights hereunder shall cease, except the right to remove any and all property placed upon the Easement Parcel within a reasonable time subsequent to such abandonment.
6. Successors and Assigns. The benefits and burdens, and the covenants and agreements herein set forth shall run with and burden the land and shall extend and inure in favor and to the benefit of, and shall be binding on Grantor and Grantee and their successors and assigns.
7. 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.
8. 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.
9. Warranty of Title. Grantor represents and warrants that: (i) fee simple title to the Grantor's Property and Easement Parcel is vested in Grantor, and (ii) Grantor has full power and authority to grant the Easement and to perform its obligations under this document.
10. 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, and (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 (whether from any partner, owner, spouse, shareholder, director, member, manager, creditor, investor, developer, governmental authority, judicial or administrative body, association, or other person or entity).

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EXHIBIT "A"

SRP JOB NUMBER: T3300585
SRP JOB NAME: VILLAGE AT CAMELBACK PARK
TTRRSS: 02N01E18

DATE: 11-16-2021
PAGE: 1 OF 3

AN EASEMENT LOCATED IN THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 2 NORTH, RANGE 1 EAST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 18, BEING A BRASS CAP IN HAND HOLE, FROM WHICH THE SOUTHWEST CORNER OF SAID SECTION 18, BEING A BRASS IN FLUSH, BEARS SOUTH 87 DEGREES 12 MINUTES 33 SECONDS WEST, A DISTANCE OF 2496.33 FEET (**BASIS OF BEARING**);

THENCE ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER, SOUTH 87 DEGREES 12 MINUTES 33 SECONDS WEST, A DISTANCE OF 283.88 FEET;

THENCE LEAVING SAID SOUTH LINE, NORTH 02 DEGREES 47 MINUTES 27 SECONDS WEST, A DISTANCE OF 939.67 FEET, TO THE **POINT OF BEGINNING**;

THENCE NORTH 34 DEGREES 54 MINUTES 27 SECONDS WEST, A DISTANCE OF 9.83 FEET;

THENCE NORTH 55 DEGREES 05 MINUTES 33 SECONDS EAST, A DISTANCE OF 4.58 FEET TO THE WESTERLY LINE OF THE PUBLIC UTILITY EASEMENT (PUE) AS SHOWN ON BOOK 1020, PAGE 39, MCR;

THENCE ALONG SAID WESTERLY LINE, SOUTH 34 DEGREES 54 MINUTES 27 SECONDS EAST, A DISTANCE OF 9.83 FEET;

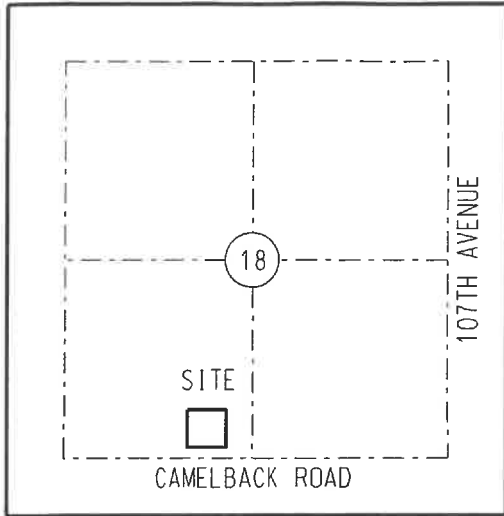
THENCE SOUTH 55 DEGREES 05 MINUTES 33 SECONDS WEST, A DISTANCE OF 4.58 FEET; TO **POINT OF BEGINNING**.

SAID EASEMENT CONTAINS AN AREA OF 45 SQUARE FEET, MORE OR LESS.

END OF DESCRIPTION



EXHIBIT "A"



VICINITY MAP (NTS)
T2N, R1E
G&SRM

LEGEND

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

ABBREVIATION TABLE

APN	ASSESSOR'S PARCEL NUMBER
BCHH	BRASS CAP IN HAND HOLE
BCF	BRASS CAP FLUSH
FND	FOUND
MCR	MARICOPA COUNTY RECORDER
(M)	MEASURED
LVI	LAST VISUAL INSPECTION
NTS	NOT TO SCALE

BASIS OF BEARINGS:
BASED ON THE MARICOPA COUNTY
LOW DISTORTION PROJECTION
COORDINATE SYSTEM.

APN 102-59-018
2018-0080155 MCR



CAUTION

THE EASEMENT LOCATION AS HEREON DELINEATED MAY CONTAIN HIGH VOLTAGE ELECTRICAL EQUIPMENT, NOTICE IS HEREBY GIVEN THAT THE LOCATION OF UNDERGROUND ELECTRICAL CONDUCTORS OR FACILITIES MUST BE VERIFIED AS REQUIRED BY ARIZONA REVISED STATUTES, SECTION 40-380.21, ET. SEQ., ARIZONA BLUE STAKE LAW, PRIOR TO ANY EXCAVATION.

NOTES

THIS EXHIBIT IS INTENDED TO ACCOMPANY AN EASEMENT. ALL PARCELS SHOWN WERE PLOTTED FROM RECORD INFORMATION, AND NO ATTEMPT HAS BEEN MADE TO VERIFY THE LOCATION OF ANY BOUNDARIES SHOWN. THIS IS NOT AN ARIZONA BOUNDARY SURVEY.

ALL ELECTRIC LINES SHOWN ARE MEASURED TO THE WINDOW OF THE EQUIPMENT PAD UNLESS OTHERWISE NOTED.

SALT RIVER PROJECT
AGRICULTURAL IMPROVEMENT & POWER DISTRICT



SURVEY DIVISION
LAND DEPARTMENT

SRP LDWR NUMBER: N/A	SCALE: NTS
I.O. NUMBER: T3300585	SHEET: 2 OF 3
AGENT: MILES	SHEET SIZE: 8.5"x11"
DRAWN: STOWERS	REVISION: 0
CHECKED BY: HOWARD	CREW CHIEF: GENTNER
DATE: 11-16-2021	JEP FIELD DATE: 11-12-2021

VILLAGE AT
CAMELBACK PARK
SW 1/4, SECTION 18
T.2N., R.1E.
9.0 NORTH - 0.3 EAST

EXHIBIT "A"



NORTH

APN 102-59-018
2018-0080155 MCR

8' PUBLIC
UTILITY EASEMENT
BOOK 1020 PAGE 39 MCR

N55°05'33"E
4.58'

N34°54'27"W
9.83'

POINT OF
BEGINNING

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SOUTHWEST CORNER
SECTION 18
FND BCF
LVI: 11-06-2008

SOUTH 1/4 CORNER
SECTION 18
FND BCHH
LVI: 01-02-2013
POINT OF COMMENCEMENT

2212.46' 283.88'
S87°12'33"W 2496.33' (M)

CAMELBACK ROAD
(BASIS OF BEARING)

SALT RIVER PROJECT
AGRICULTURAL IMPROVEMENT & POWER DISTRICT



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No ERROR
MJC 12/8/21

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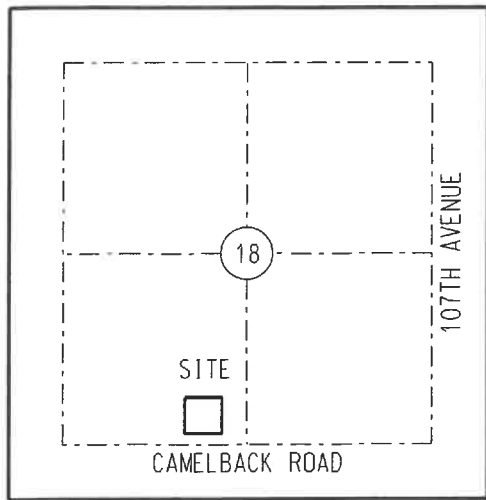
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