

ORDINANCE NO. O22-33

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE EXECUTION OF A POWER TRANSMISSION EASEMENT IN FAVOR OF SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT ALONG THE WEST SIDE OF 67TH AVENUE, SOUTH OF ALICE AVENUE AND DIRECTING THE CITY CLERK TO RECORD A CERTIFIED COPY OF THE ORDINANCE.

WHEREAS, FDG Glendale Associates, LLC is the current owner of the real property located at the southwest corner of 67th Avenue and Alice Avenue; and

WHEREAS, FDG Glendale Associates, LLC is developing said property as an apartment complex known as Nacona Apartments; and

WHEREAS, Salt River Project Agricultural Improvement and Power District (SRP) is requesting an easement in 67th Avenue right-of-way, as described in Exhibit "A"; and

WHEREAS, the City is willing to provide SRP with the power transmission easement, as attached hereto as Attachment 1, to protect its facilities.

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

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

SECTION 2. That the City Clerk is instructed and authorized to forward a certified copy of this Ordinance and power transmission easement 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 following page)

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this 10th day of May, 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 TRANSMISSION EASEMENT

Maricopa County
67th Avenue, Glendale
NE ¼, SEC. 36, T03N, R01E

Agt: HAS
Job: LJ87704/T3340430
W _____ 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, the 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, hereinafter called Grantee, and Grantee's employees, contractors, licensees, invitees, successors and assigns, a non-exclusive easement to construct, install, reconstruct, replace, remove, repair, operate and maintain: a line or lines of poles, towers, or other supporting structures; conductors, cables, wires, communication and signal lines; guys, anchorage, crossarms, braces; switching equipment, transformers, vaults, manholes, and pad-mounted equipment; underground conduits, conductors, pipes, cables, wires; fiber optic, microwave, and antennae for communication or data transmission purposes; and all other appliances, appurtenances and fixtures (collectively, the "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 vehicular and pedestrian access to, from, over, across, through and along the Easement Parcel, including without limitation at any intersection of the Easement Parcel and a public road or right of way (collectively, the Easement).

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:

Easement Parcel:

SEE EXHIBIT "A", attached hereto and incorporated herein with this reference.

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 the Arizona Blue Stake Law, Arizona Revised Statutes, Section 40-360.21-32, prior to any excavation. Notice is also hereby given that any activity performed within the Easement Parcel shall comply with the Arizona Overhead Powerline Safety Law, Arizona Revised Statutes 40-360.41-45.

The Easement is governed by the following terms and conditions:

1. Approval of Development Plans. Prior to the commencement of any construction or other development activity on the Easement Parcel, Grantor shall provide Grantee with plans describing Grantor's proposed use. Such plans shall include without limitation all construction and other development plans showing all improvements and activities to be located within the Easement Parcel and any alterations thereto. Any and all proposed or existing uses shall be subject to Grantee's written approval, with such approval in each instance to be granted or denied through the exercise of Grantee's sole discretion. Any such approval is hereby subject to all such uses complying with Grantee's clearance, access, and construction standards, as well as National Electrical Safety Code (NESC), Arizona law, Federal law (including OSHA), and all other applicable rules, codes or regulations.

2. Development Standards. Unless agreed to in writing in each instance, the entirety of the Easement Parcel shall be drivable by Grantee's line maintenance vehicles. Any and all below-ground facilities located within the Easement Parcel shall be designed to meet Grantee's then current minimum loading standards. As of the recordation date, such below-ground facilities must be designed to withstand a minimum loading of 320 pounds per square inch (PSI) applied to the ground surface under a crane outrigger pad measuring 27 inches in diameter. Notwithstanding anything herein to the contrary, under no circumstances may any use of the Easement Parcel (by Grantor or any third party) interfere with Grantee's right and ability to construct, access, maintain and use the Facilities, or endanger any of the Facilities or the use thereof. Any curbing installed within or immediately adjacent to the Easement Parcel shall be "mountable" and shall not impede Grantee's line maintenance vehicle's access to, from, or through the Easement Parcel.

3. Prohibited Activities. Without limiting Grantee's approval rights under paragraph 1 above: (i) Grantor shall not construct, install or place, or permit to be constructed, installed or placed, any building or other structure, plant any trees, drill any well, store materials of any kind, or alter the ground level, by cut or fill, within the Easement Parcel, or its associated airspace; and (ii) no plants may be installed within the Easement Parcel unless such plants are drive-over ground cover from Grantee's list of plants approved for use within easements and installed at locations prior approved in writing by Grantee. Notwithstanding the provisions of this paragraph 3, Grantor may obtain prior written approval from Grantee, in accordance with the requirements of paragraph 1, to grade within the limits of the Easement Parcel. This paragraph 3 does not prohibit the use of the Easement Parcel for such purposes as paved parking, sidewalks and/or driveways, provided that such use is otherwise in accordance with the terms of this Easement (including without limitation the approval requirements set forth in paragraph 1), does not interfere with the efficient operation and maintenance of the Facilities, including access thereto, and does not endanger the Facilities.

4. 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 permanent structures, 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.

5. Fences. Grantee may construct, modify, and maintain access openings, at such locations and of such dimensions as solely determined by Grantee, in all fences and walls across or within the Easement Parcel. Grantee shall further have the right to install, maintain and use gates in all fences or walls which now cross or hereafter cross the Easement Parcel. If Grantor constructs fences or walls across the Easement Parcel, Grantor shall, at its expense, provide Grantee with openings at locations and of such dimensions as solely determined by Grantee. Grantor, at its expense, may install gates across such openings and, if such gates are locked, shall install a multiple locking device, accessible by both Grantor and Grantee. Nothing set forth in this paragraph 5 restricts or otherwise modifies Grantee's approval rights under paragraph 1.

6. 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.

7. Reservation of Rights. Grantor reserves the right to use and occupy the Easement Parcel for any purposes which will not interfere with the rights and privileges granted to Grantee hereunder or endanger the Facilities, provided that Grantor complies with the requirements and obligations of Grantor hereunder, including without limitation, the approval requirements set forth in paragraph 1. Such right to use and occupy the Easement Parcel includes the right to dedicate any portion of the Easement Parcel for perpendicular crossing(s) of public rights-of-way, subject to Grantor obtaining Grantee's prior written approval in accordance with the requirements of paragraph 1. Any such dedication is expressly subject to all terms and conditions set forth herein.

8. 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 acknowledge 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.

9. 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. Grantee shall have the right to assign the Easement, in whole or in part, to one or more assignees and, upon the assignment, any such assignee hereby assumes the rights and obligations of the Grantee hereunder with respect to the portion of the Easement assigned.

10. 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.

11. Warranty of Title. Grantor represents and warrants that: (i) fee simple title to the 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.

12. 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.

EXHIBIT "A"

SRP JOB NUMBER: T3340430
SRP JOB NAME: CIAC: AGUA FRIA-HARMON 69KV
TTRRSS: 03N01E36

DATE: 02-02-2022
PAGE: 1 OF 3

AN EASEMENT LOCATED IN THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 3 NORTH, RANGE 1 EAST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 36, BEING A REBAR WITH CAP, FROM WHICH THE NORTHEAST CORNER OF SAID SECTION 36, BEING A BRASS IN HAND HOLE, BEARS NORTH 00 DEGREES 12 MINUTES 30 SECONDS EAST, A DISTANCE OF 2617.20 FEET (**BASIS OF BEARING**);

THENCE ALONG THE EAST LINE OF SAID NORTHEAST QUARTER, NORTH 00 DEGREES 12 MINUTES 30 SECONDS EAST, A DISTANCE OF 900.51 FEET;

THENCE LEAVING SAID EAST LINE, NORTH 89 DEGREES 47 MINUTES 30 SECONDS WEST, A DISTANCE OF 38.50 FEET TO THE **POINT OF BEGINNING**;

THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 6.50 FEET, TO THE WEST RIGHT-OF-WAY LINE OF 67TH AVENUE;

THENCE ALONG SAID WEST RIGHT-OF-WAY, NORTH 00 DEGREES 12 MINUTES 30 SECONDS EAST, A DISTANCE OF 79.77 FEET;

THENCE SOUTH 88 DEGREES 58 MINUTES 54 SECONDS WEST, A DISTANCE OF 10.00 FEET;

THENCE NORTH 00 DEGREES 12 MINUTES 30 SECONDS EAST, A DISTANCE OF 341.61 FEET;

THENCE LEAVING SAID WEST RIGHT-OF-WAY, NORTH 89 DEGREES 56 MINUTES 00 SECONDS EAST, A DISTANCE OF 15.58 FEET TO THE WEST LINE OF THE SRP EASEMENT DESCRIBED IN DOCKET 10787, PAGE 39, MARICOPA COUNTY RECORDS (MCR), BEING 7.00 FEET WIDE,

THENCE ALONG SAID WEST LINE, SOUTH 00 DEGREES 03 MINUTES 51 SECONDS EAST, A DISTANCE OF 193.98 FEET;

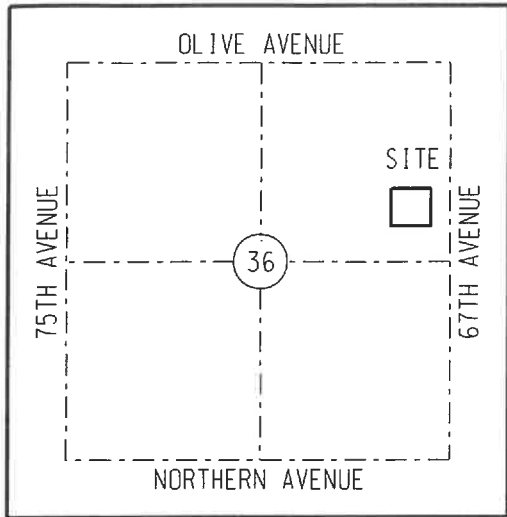
THENCE LEAVING SAID WEST LINE, SOUTH 00 DEGREES 12 MINUTES 30 SECONDS WEST, A DISTANCE OF 227.25 FEET TO THE **POINT OF BEGINNING**.

SAID EASEMENT CONTAINS AN AREA OF 6,064 SQUARE FEET OR 0.139 ACRE(S), MORE OR LESS.

END OF DESCRIPTION



EXHIBIT "A"



VICINITY MAP (NTS)
T3N, 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
FND	FOUND
MCR	MARICOPA COUNTY RECORDER
RLS	REGISTERED LAND SURVEYOR
W/	WITH
(M)	MEASURED
LVI	LAST VISUAL INSPECTION
NTS	NOT TO SCALE



BASIS OF BEARINGS:
THE ARIZONA STATE PLANE COORDINATE
SYSTEM, CENTRAL ZONE, NAD 83 DATUM.

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: T3340430	SHEET: 2 OF 3	CIAC: AGUA FRIA - HARMON 69KV NE 1/4, SECTION 36 T.3N., R.1E. 12.7 NORTH - 5.9 EAST
AGENT: SOLIZ	SHEET SIZE: 8.5"x11"	
DRAWN: STOWERS	REVISION: 0	
CHECKED BY: HOWARD	CREW CHIEF: AERNI	
DATE: 02-02-2022	JEP FIELD DATE: 12-27-2021	

EXHIBIT "A"

APN 143-20-010C
2019-0675199 MCR

N89°56'00"E
15.58'

NORTHEAST CORNER
SECTION 36
FND BCHH
LVI:10-31-2008

7' OVERHEAD & UNDERGROUND
EASEMENT DOCKET 10787 PAGE 39 MCR

APN 143-20-009L
2021-0417184 MCR

N00°12'30"E 341.61'

-S00°03'51"E 193.98'

S00°12'30"W 227.25'

1716.70'
N00°12'30"E 2617.20' (M)

6TH AVENUE
(BASIS OF BEARING)

S88°58'54"W
10.00'

APN 143-20-053
1984-0102866 MCR

N00°12'30"E
79.77'

N90°00'00"W
6.50'

POINT OF BEGINNING

N89°47'30"W
38.50'
(TIE)

900.51'

EAST 1/4 CORNER
SECTION 36
FND REBAR W/CAP
LVI:1-25-2017
POINT OF COMMENCEMENT



NORTH

SALT RIVER PROJECT
AGRICULTURAL IMPROVEMENT & POWER DISTRICT



SURVEY DIVISION
LAND DEPARTMENT

SRP LDWR NUMBER: N/A

SCALE: NTS

I.O. NUMBER: T3340430

SHEET: 3 OF 3

AGENT: SOLIZ

SHEET SIZE: 8.5"x11"

DRAWN: STOWERS

REVISION: 0

CHECKED BY: HOWARD

CREW CHIEF: AERNI

DATE: 02-02-2022

JEP

FIELD DATE: 12-27-2021

CIAC: AGUA FRIA -
HARMON 69KV
NE 1/4, SECTION 36
T.3N., R.1E.
12.7 NORTH - 5.9 EAST