

ORDINANCE NO. 022-63

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE EXECUTION OF AN IRRIGATION EASEMENT AND A QUIT CLAIM DEED IN FAVOR OF ROOSEVELT IRRIGATION DISTRICT FOR FACILITIES LOCATED WITHIN AND SOUTH OF BALLPARK BOULEVARD, WEST OF 99<sup>TH</sup> AVENUE AND DIRECTING THE CITY CLERK TO RECORD A CERTIFIED COPY OF THE ORDINANCE.

WHEREAS, Roosevelt Irrigation District (RID) currently operates an irrigation canal within a portion of Ballpark Boulevard right-of-way and within a portion of City-owned property south of Ballpark Boulevard, and

WHEREAS, the City's Ballpark Boulevard Phase II project requires the RID canal to be tiled in order to widen the roadway and provide access for future developments; and

WHEREAS, RID is requesting an easement within the right-of-way and the transfer of a small parcel of land (210 square feet) south of the right-of-way to allow them to access and maintain their facilities; and

WHEREAS, the City finds that providing RID with an irrigation easement and a small parcel of land 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 Council hereby approves the Quit Claim Deed conveying 210 square feet to RID, attached hereto as Attachment 2, and directs and authorizes the City Manager to execute said Deed on behalf of the City.

SECTION 3. 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 4. 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 27<sup>th</sup> day of September, 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:**

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 and 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.]



Wood, Patel & Associates, Inc.  
602.335.8500  
www.woodpatel.com

Revised February 7, 2022  
Revised January 25, 2022  
October 1, 2021  
WP# 215254.80  
Page 1 of 2

**EXHIBIT "A"**  
**DESCRIPTION OF REAL ESTATE**  
**IN MARICOPA COUNTY, STATE OF ARIZONA**

A PARCEL OF LAND LYING WITHIN THE EAST HALF (E 2) OF SECTION EIGHT (8), TOWNSHIP TWO (2) NORTH, RANGE ONE (1) EAST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE NORTH QUARTER CORNER OF SAID SECTION EIGHT (8), A BRASS CAP IN HANDHOLE, FROM WHICH THE NORTHEAST CORNER OF SAID SECTION, A BRASS CAP FLUSH, BEARS NORTH 87 DEGREES 36 MINUTES 14 SECONDS EAST (BASIS OF BEARING), A DISTANCE OF 2640.77 FEET;  
**THENCE** ALONG THE NORTH LINE OF SAID SECTION, NORTH 87 DEGREES 36 MINUTES 14 SECONDS EAST, A DISTANCE OF 542.39 FEET;  
**THENCE** LEAVING SAID NORTH LINE, SOUTH 02 DEGREES 23 MINUTES 46 SECONDS EAST, A DISTANCE OF 2500.72 FEET, TO THE **POINT OF BEGINNING**;  
**THENCE** NORTH 77 DEGREES 46 MINUTES 44 SECONDS EAST, A DISTANCE OF 46.37 FEET;  
**THENCE** SOUTH 89 DEGREES 46 MINUTES 01 SECONDS EAST, A DISTANCE OF 1944.99 FEET, TO THE EAST LINE OF SAID SECTION;  
**THENCE** ALONG SAID EAST LINE, SOUTH 00 DEGREES 02 MINUTES 16 SECONDS WEST, A DISTANCE OF 13.00 FEET, TO THE EAST QUARTER CORNER OF SAID SECTION;  
**THENCE** CONTINUING ALONG SAID EAST LINE, SOUTH 00 DEGREES 04 MINUTES 38 SECONDS WEST, A DISTANCE OF 11.00 FEET;  
**THENCE** LEAVING SAID EAST LINE, NORTH 89 DEGREES 46 MINUTES 01 SECONDS WEST, A DISTANCE OF 1942.44 FEET;  
**THENCE** SOUTH 77 DEGREES 46 MINUTES 44 SECONDS WEST, A DISTANCE OF 60.28 FEET;  
**THENCE** NORTH 89 DEGREES 46 MINUTES 01 SECONDS WEST, A DISTANCE OF 603.42 FEET;  
**THENCE** SOUTH 45 DEGREES 29 MINUTES 11 SECONDS WEST, A DISTANCE OF 60.95 FEET;  
**THENCE** SOUTH 00 DEGREES 44 MINUTES 23 SECONDS WEST, A DISTANCE OF 207.88 FEET;  
**THENCE** NORTH 53 DEGREES 11 MINUTES 42 SECONDS WEST, A DISTANCE OF 29.69 FEET, TO THE NORTH-SOUTH MID-SECTION LINE OF SAID SECTION;  
**THENCE** ALONG SAID MID-SECTION LINE, NORTH 00 DEGREES 44 MINUTES 23 SECONDS EAST, A DISTANCE OF 200.28 FEET;

**EXHIBIT "A"**  
**DESCRIPTION OF REAL ESTATE**  
**IN MARICOPA COUNTY, STATE OF ARIZONA**

Revised February 7, 2022  
Revised January 25, 2022  
October 1, 2021  
WP# 215254.80  
Page 2 of 2

**THENCE** LEAVING SAID MID-SECTION LINE, NORTH 45 DEGREES 29 MINUTES 11 SECONDS EAST, A DISTANCE OF 80.71 FEET, TO THE EAST-WEST MID-SECTION LINE OF SAID SECTION;

**THENCE** ALONG SAID MID-SECTION LINE, SOUTH 89 DEGREES 46 MINUTES 01 SECONDS EAST, A DISTANCE OF 610.68 FEET;

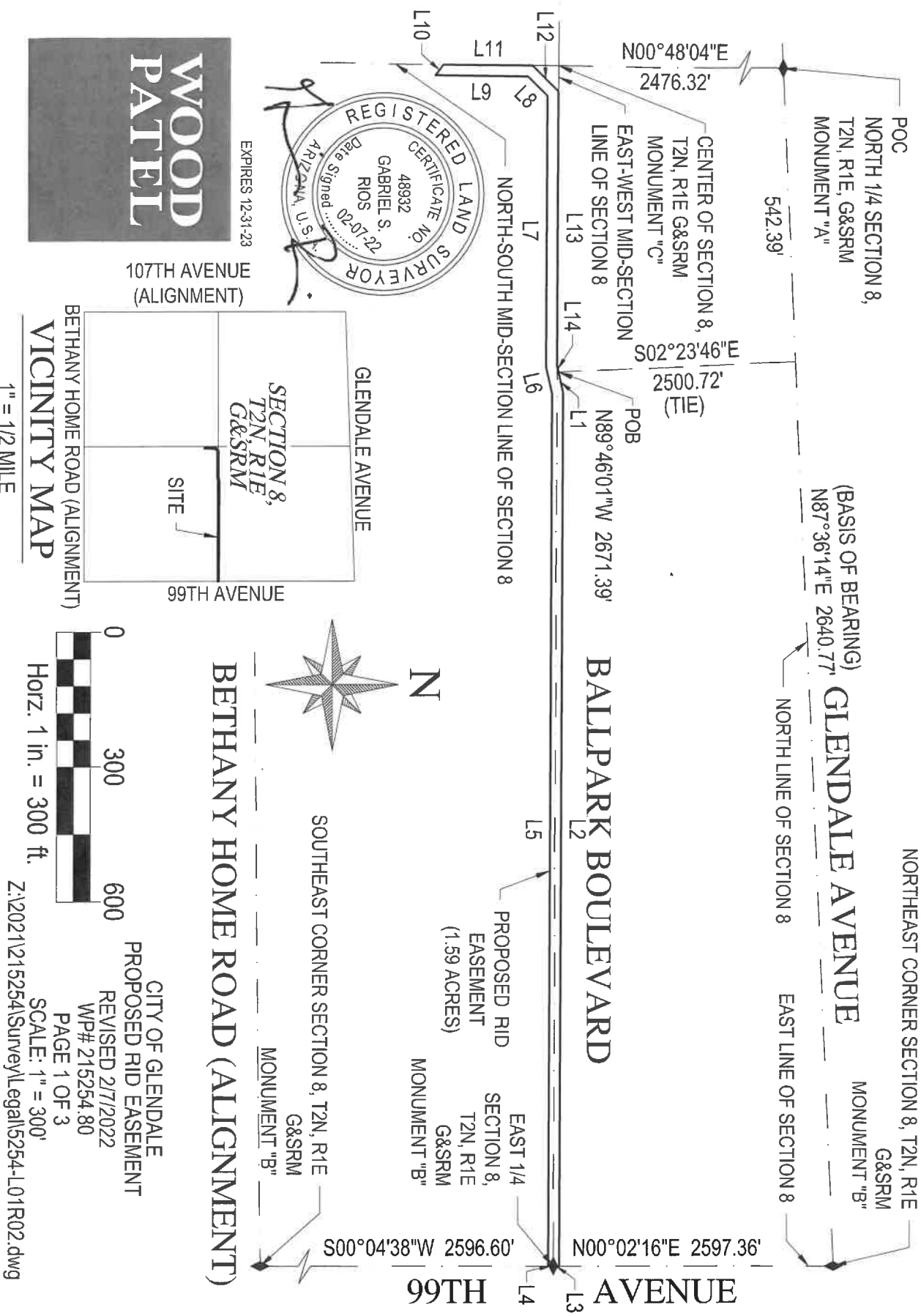
**THENCE** LEAVING SAID MID-SECTION LINE, NORTH 77 DEGREES 46 MINUTES 44 SECONDS EAST, A DISTANCE OF 13.91 FEET, TO THE **POINT OF BEGINNING**.

CONTAINING 1.59 ACRES, MORE OR LESS.

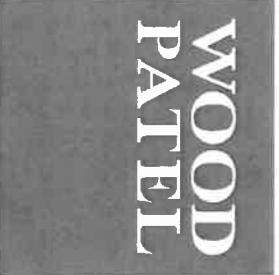


EXPIRES 12-31-23

# EXHIBIT



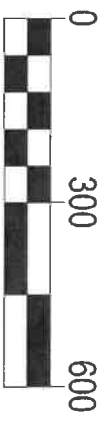
EXPIRES 12-31-23



107TH AVENUE (ALIGNMENT)

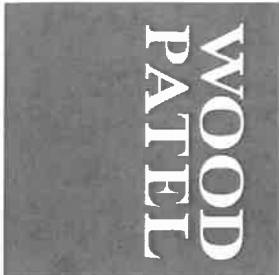


1" = 1/2 MILE

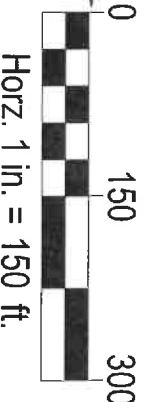


Horiz. 1 in. = 300 ft.

CITY OF GLENDALE  
 PROPOSED RID EASEMENT  
 REVISED 2/7/2022  
 WP#: 215254.80  
 PAGE 1 OF 3  
 SCALE: 1" = 300'  
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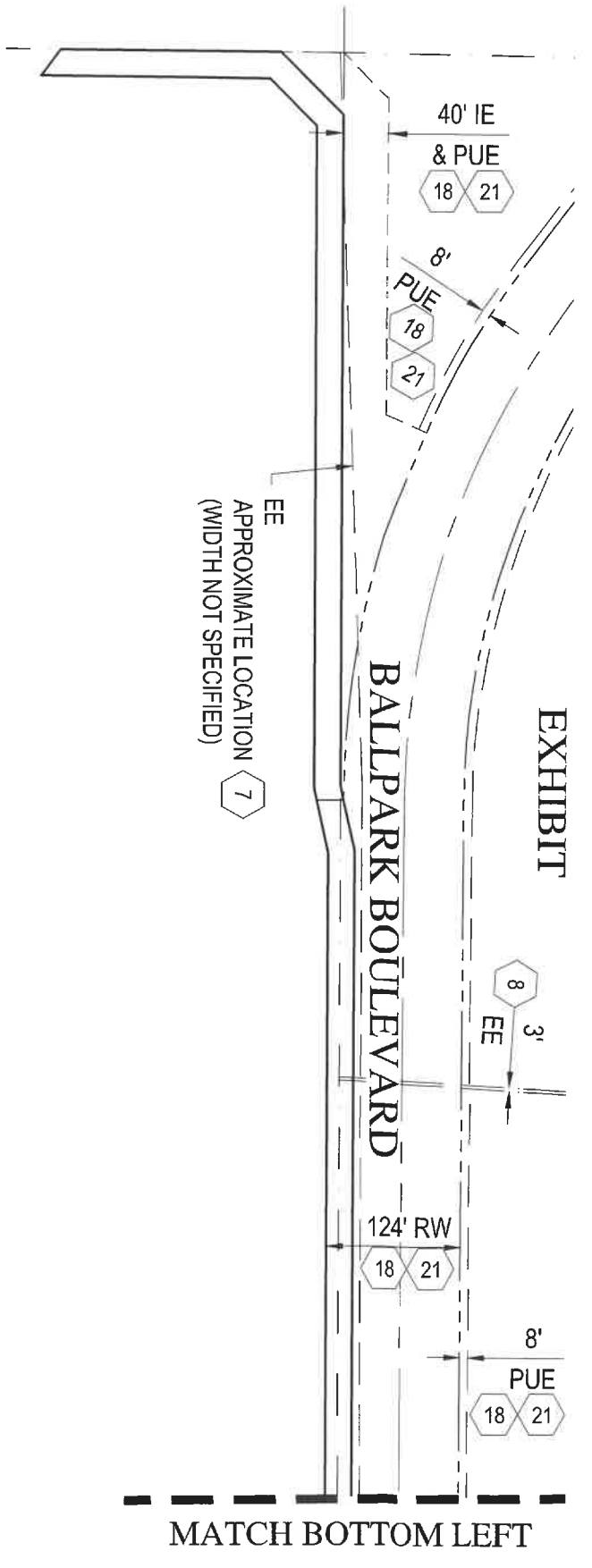
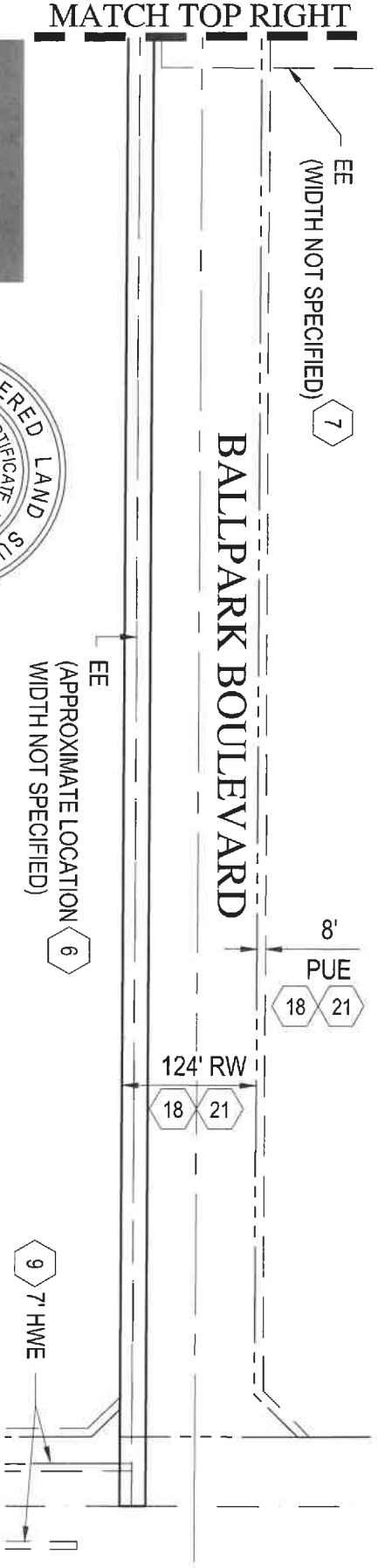


EXPIRES 12-31-23



HORZ. 1 in. = 150 ft.

CITY OF GLENDALE  
PROPOSED RID EASEMENT  
REVISED 2/7/2022  
WP# 215254.80  
PAGE 2 OF 3  
SCALE: 1" = 150'  
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# EXHIBIT

LINE TABLE		LINE TABLE		LINE TABLE	
LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	N77°46'44"E	46.37'	L6	S77°46'44"W	60.28'
L2	S89°46'01"E	1944.99'	L7	N89°46'01"W	603.42'
L3	S00°02'16"W	13.00'	L8	S45°29'11"W	60.95'
L4	S00°04'38"W	11.00'	L9	S00°44'23"W	207.88'
L5	N89°46'01"W	1942.44'	L10	N53°11'42"W	29.69'
			L11	N00°44'23"E	200.28'
			L12	N45°29'11"E	80.71'
			L13	S89°46'01"E	610.68'
			L14	N77°46'44"E	13.91'

## LEGEND

- EE = ELECTRICAL EASEMENT
- HWE = HIGHWAY EASEMENT
- IE = INGRESS/EGRESS EASEMENT
- POB = POINT OF BEGINNING
- POC = POINT OF COMMENCEMENT
- PUE = PUBLIC UTILITY EASEMENT
- RW = RIGHT-OF-WAY
- MONUMENT "A" = BRASS CAP IN HANDHOLE
- MONUMENT "B" = BRASS CAP FLUSH
- MONUMENT "C" = IRON PIPE
- = EXISTING SECTION LINE
- - - = EXISTING EASEMENT LIMIT
- = PROPOSED USA RIGHT-OF-WAY

CHICAGO TITLE INSURANCE COMPANY - TITLE COMMITMENT  
 ORDER NO. 15211049-015-JB6-SW SCHEDULE "B" ITEM NOTES

SCHEDULE B ITEMS 1, 14, 15, 16, 17 AND 19 ARE NOT PLOTTABLE.  
 HOWEVER, SAID SCHEDULE B ITEMS MAY OR MAY NOT AFFECT  
 SUBJECT PROPERTY.

SCHEDULE B ITEMS 2, 5, 10 AND 12 ARE BLANKET IN NATURE AND  
 APPEAR TO AFFECT SUBJECT PROPERTY.

- PLOTTABLE SCHEDULE B ITEMS -
- 6 RECORDING NO. DOCKET 54, PAGE 137, MCR
  - 7 RECORDING NO. DOCKET 54, PAGE 341, MCR
  - 8 RECORDING NO. DOCKET 7063, PAGE 815, MCR
  - 9 RECORDING NO. DOCUMENT 1983-0464077, MCR
  - 18 & 21 RECORDING NO. BOOK 1629, PAGE 41, MCR

**WOOD  
 PATTEL**



EXPIRES 12-31-23

CITY OF GLENDALE  
 PROPOSED RID EASEMENT  
 REVISED 2/7/2022  
 WP# 215254.80  
 PAGE 3 OF 3  
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## ATTACHMENT 2

WHEN RECORDED MAIL TO:

City of Glendale  
City Clerk  
5850 West Glendale Avenue  
Glendale, AZ 85301

**QUIT CLAIM DEED**

For the consideration of Ten Dollars (\$10.00), and other valuable consideration, the **CITY OF GLENDALE**, an Arizona municipal corporation (“Grantor”), does hereby quitclaim to the **ROOSEVELT IRRIGATION DISTRICT**, an irrigation district organized and existing under the laws of the State of Arizona (“Grantee”) and any and all right, title and interest to and in that certain parcel of real Property situated in Maricopa County and described as follows:

**See Attached Description, “Exhibit A”**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Kevin R. Phelps  
City Manager

ATTEST:

\_\_\_\_\_  
Julie K. Bower (SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

**Exempt per A.R.S. § A-1134 A3**

STATE OF ARIZONA            )  
  ) ss.  
County of Maricopa            )

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by Kevin R. Phelps, City Manager for the City of Glendale, who acknowledged that he executed this instrument for the purposes therein contained.

\_\_\_\_\_  
Notary Public

My commission expires:

Wood, Patel & Associates, Inc.  
602.335.8500  
www.woodpatel.com

March 29, 2022  
WP# 215254.80  
Page 1 of 2  
See Exhibit "A"

EXHIBIT "A"  
LEGAL DESCRIPTION  
Roosevelt Irrigation District  
TRANSFER PARCEL

A parcel of land lying within the southeast quarter of Section 8, Township 2 North, Range 1 East, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

**COMMENCING** at the east quarter corner of said Section 8, a 3-inch brass cap flush, from which the southeast corner of said section, a 3-inch brass cap flush, bears South 00°04'38" West (basis of bearing), a distance of 2596.60 feet;  
**THENCE** along the east line of said section, South 00°04'38" West, a distance of 250.09 feet;  
**THENCE** leaving said east line, North 89°55'22" West, a distance of 2650.35 feet, to the east line of the west 24 feet of said southeast quarter and the **POINT OF BEGINNING**;  
**THENCE** along said east line, South 00°44'23" West, a distance of 17.48 feet, to the northerly line of the Grand Canal;  
**THENCE** leaving said east line, along said northerly line, North 53°11'42" West, a distance of 29.69 feet, to the north-south mid-section line of said section;  
**THENCE** leaving said northerly line and said mid-section line, South 89°15'37" East, a distance of 24.00 feet, to the **POINT OF BEGINNING**.

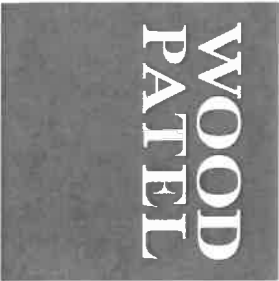
Containing 210 square feet or 0.0048 acres, more or less.

Subject to existing right-of-ways and easements.

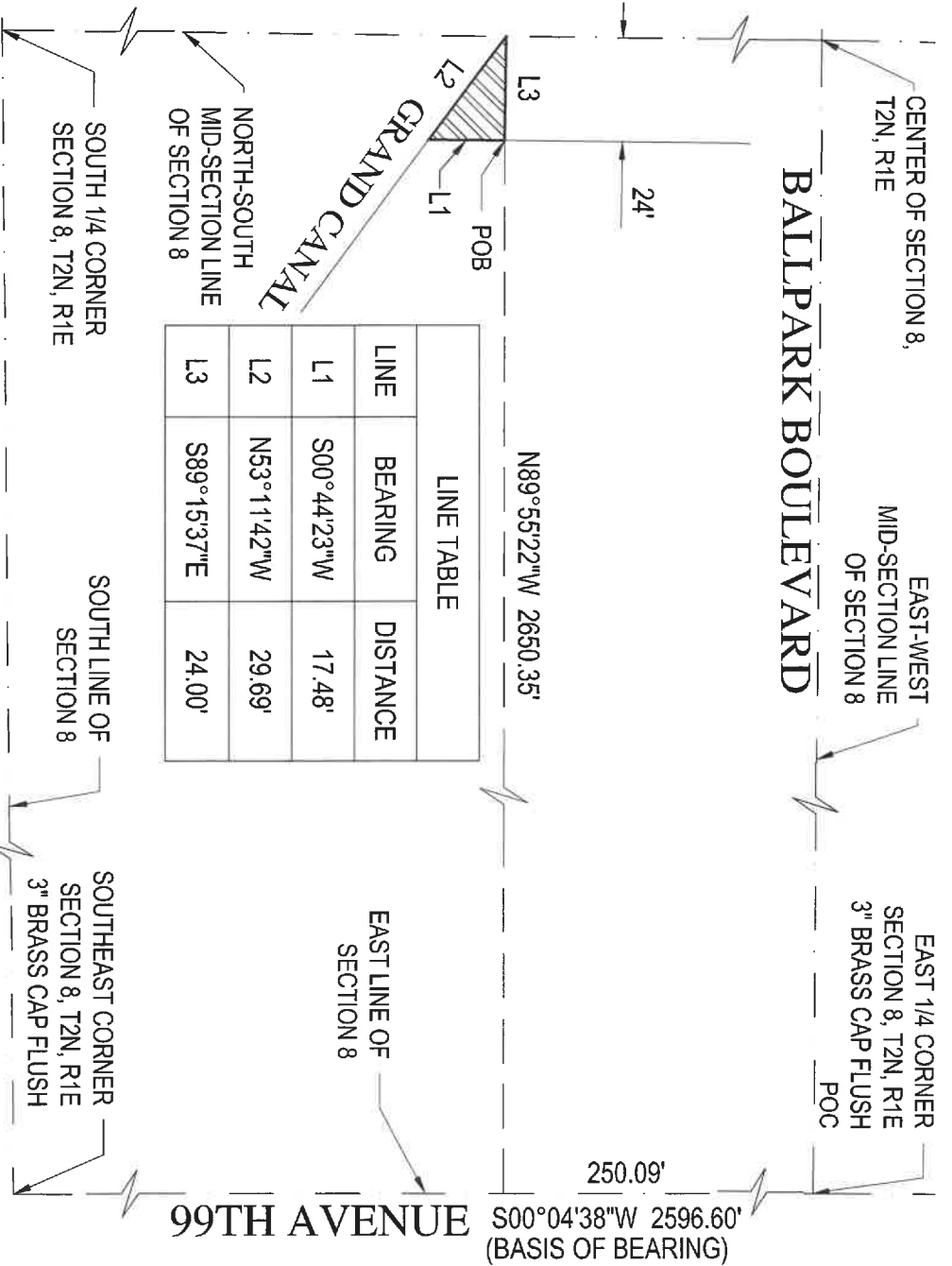
This parcel description was prepared without the benefit of survey fieldwork and is based on Client provided information. Any monumentation noted in this parcel description is based on said information.

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**BETHANY HOME ROAD (ALIGNMENT)**



**EXHIBIT "A"**  
 ROOSEVELT IRRIGATION DISTRICT  
 PURCHASE PARCEL

3/29/2022  
 WP# 215254.80  
 PAGE 2 OF 2

EXPIRES 12-31-23

NOT TO SCALE  
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