

ORDINANCE NO. 022-88

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 ON CITY PROPERTY LOCATED ON THE EAST SIDE OF COTTON LANE APPROXIMATELY 500 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, an Arizona Public Service (APS) utility easement currently exists in the Cotton Lane roadway alignment; and

WHEREAS, in order to construct the required roadway improvements, APS is relocating its facilities adjacent to the new pavement; and

WHEREAS, APS is requesting property owners to grant a utility easement so that APS may construct, operate and maintain its facilities; and

WHEREAS, the City has determined that the Utility 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 Utility 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 13<sup>th</sup> day of December, 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

NW 12 2N 2W

APN 501-03-010M

CCW-22-48

WA600868

SER JGF

## **UTILITY EASEMENT**

**CITY OF GLENDALE**, an Arizona municipal corporation, (hereinafter called "Grantor"), is the owner of the following described real property located in Maricopa County, Arizona (hereinafter called "Grantor's Property"):

### **SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF**

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 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 "B" ATTACHED HERETO AND MADE A PART HEREOF**

Grantee is hereby granted the right within the Easement Premises 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; install, operate and maintain telecommunication wires, cables, conduits, fixtures and facilities incidental to supplying electricity or for Grantee's own use (said electrical and telecommunication lines, facilities and fixtures collectively herein called "Grantee Facilities"); utilize the Easement Premises for all other purposes connected therewith; and permit the installation of the wires, fixtures, conduits, or cables of any other company.

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.

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.

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 transformer, switching cabinet and other equipment openings, and 3) a 6 feet by 6 feet hot-stick operating area off the front left corner 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.

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 the right to use the Easement Premises for purposes 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, 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, 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.

By accepting and utilizing this easement, Grantee agrees that following any installation, excavation, maintenance, repair, or other work by Grantee within the Easement Premises, the affected area will be restored by Grantee to as close to original condition as is reasonably practicable, at the expense of Grantee; and that Grantee shall indemnify Grantor, to the extent required by law, for any loss, cost or damage incurred by Grantor as a result of any negligent installation, excavation, maintenance, repair or other work performed by Grantee within the Easement Premises.

The easement granted herein shall not be deemed abandoned except upon Grantee's execution and recording of a formal instrument abandoning the easement.

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.

IN WITNESS WHEREOF, CITY OF GLENDALE, an Arizona municipal corporation, has caused this Utility Easement to be executed by its duly authorized representative, this \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
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        )

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:

## EXHIBIT "A"

### LEGAL DESCRIPTION OF GRANTOR'S PROPERTY AS RECORDED IN INSTRUMENT NUMBER 2021-0014057 M.C.R.

A portion of the Northwest quarter of Section 12, Township 2 North, Range 2 West, Gila and Salt River Meridian, Maricopa County, Arizona, being more particularly described as follows:

Commencing at the Northwest corner of said Section 12 from whence the West quarter corner of said Section 12 bears South 00° 21' 14" West (Basis of Bearings) a distance of 2649.62 feet;

Thence South 00° 21' 14" West along the West line of Section 12 a distance of 33.00 feet;

Thence South 88° 47' 04" East parallel with the North line of Section 12 a distance of 33.00 feet to the East line of the West 33.00 feet of Section 12;

Thence South 00° 21' 14" West along said East line a distance of 352.77 feet to the **POINT OF BEGINNING**;

Thence South 88° 47' 04" East parallel with the North line of Section 12 a distance of 871.23 feet;

Thence South 00° 21' 14" West parallel with the West line of Section 12 a distance of 250.00 feet;

Thence North 88° 47' 04" West parallel with the North line of Section 12 a distance of 871.23 feet to the East line of the West 33.00 feet of Section 12;

Thence North 00° 21' 14" East along said East line a distance of 250.00 feet to the **POINT OF BEGINNING**.

**EXHIBIT "B"**  
ARIZONA PUBLIC SERVICE JOB #WA600868

A Utility Easement situated within the Northwest quarter of Section 12, Township 2 North, Range 2 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the Southwest corner of the parcel of land described in Exhibit "A", attached hereto and made a part hereof, from which the Northwest corner of said parcel bears North 00 degrees 21 minutes 14 seconds East, a distance of 250.00 feet;

THENCE North 00 degrees 21 minutes 14 seconds East, along the West line of said parcel, a distance of 53.05 feet to the POINT OF BEGINNING of this utility easement description;

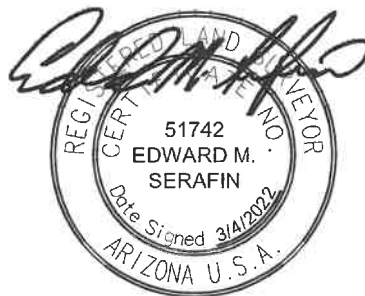
THENCE continuing North 00 degrees 21 minutes 14 seconds East, along the West line of said parcel, a distance of 16.08 feet;

THENCE departing the West line of said parcel, South 29 degrees 29 minutes 13 seconds East, a distance of 80.39 feet to the South line of said parcel;

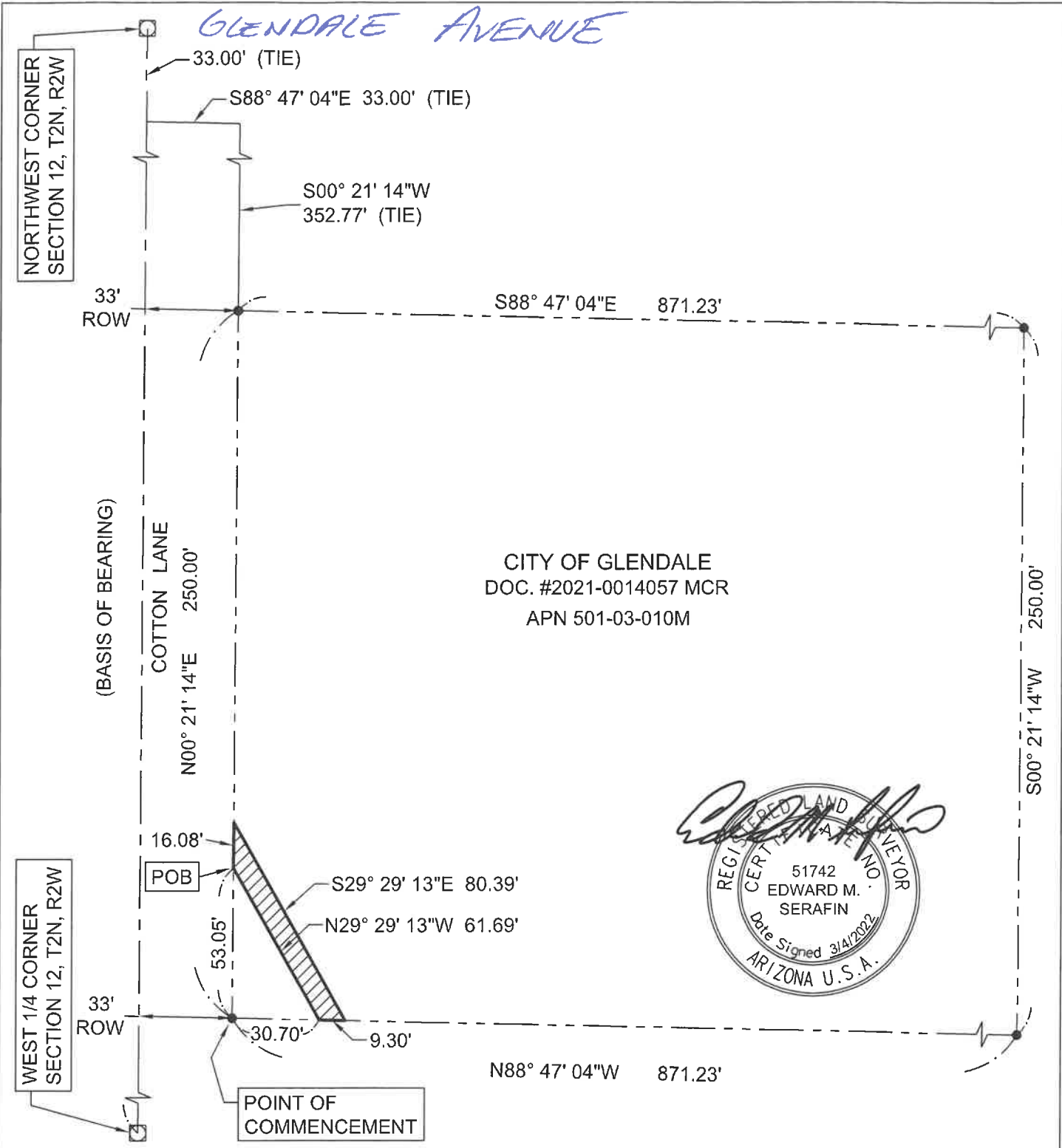
THENCE North 88 degrees 47 minutes 04 seconds West, along the South line of said parcel, a distance of 9.30 feet;

THENCE departing the South line of said parcel, North 29 degrees 29 minutes 13 seconds West, a distance of 61.69 feet to the POINT OF BEGINNING.

Contains an area of 568.30 square feet or 0.0130 acres, more or less.



# GLENDALE AVENUE



**LEGEND**

	EASEMENT AREA
	MONUMENT LINE
	PROPERTY LINE
	TIE LINE
	PROPERTY CORNER
	MONUMENT
MCR	MARICOPA COUNTY RECORDER
APN	ASSESSORS PARCEL NUMBER
ROW	RIGHT OF WAY
POB	POINT OF BEGINNING



		<b>EXHIBIT "B"</b>
JOB # WA600868		DATE: 3/4/2022
NW 1/4 SEC 12 T2N R2W		
SCALE: 1" = 200'	INDEX: CCW-22-48	
R/W: S. REVORD		
SURVEY: J. JOHNSON		
DRAWN BY: E. SERAFIN	SHEET 2 OF 2	