

ORDINANCE NO. O23-05

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE EXECUTION OF EASEMENTS AT VARIOUS LOCATIONS THROUGHOUT THE CITY AND DIRECTING THE CITY CLERK TO RECORD A CERTIFIED COPY OF THIS ORDINANCE.

WHEREAS, infrastructure is being constructed at various locations throughout the City in conjunction with private development; and

WHEREAS, these construction projects may require new or extended infrastructure, such as public roadways, water lines, sewer lines, sidewalks and other public utilities; and

WHEREAS, where these improvements are located on private property, the owners have agreed to dedicate or convey ownership, possessory interests and/or access to the City so that the City can maintain, operate, repair, replace and remove, if necessary, the associated roadway and/or infrastructure.

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

SECTION 1. That the real property interests and/or public dedication(s) being authorized and accepted are summarized in attached Exhibit 1, Easements Table.

SECTION 2. That the City Council hereby authorizes and instructs the City Manager to execute the easements attached hereto as Attachments 1 - 3 granting the interest in, or dedication of, the properties therein legally described.

SECTION 3. That the City Clerk is 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 28th day of February, 2023.

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

EXHIBIT 1

EASEMENTS TABLE FOR ORDINANCE NO. _____

ATTACHMENT NO.		
1	Grantor Name	ZEKELMAN PROPERTY III, LLC
	Development/Project	FUZE BALLPARK APARTMENTS
	Location	Ballpark Boulevard west of 99 th Avenue
	Purpose	Water Line Easement
	Conveyance Document	Conveyance of Easement
2	Grantor Name	SILVER EAGLE PROPERTIES LLC
	Development/Project	ANDREWS REFRIGERATION
	Location	5800 West Missouri Avenue
	Purpose	Water Line Easement
	Conveyance Document	Conveyance of Easement
3	Grantor Name	FLOOD CONTROL DISTRICT OF MARICOPA COUNTY
	Development/Project	LIFT STATION #2
	Location	67 th Avenue at ACDC
	Purpose	Non-Exclusive Utility Easement
	Conveyance Document	Non-Exclusive Utility Easement
	Grantor Name	
	Development/Project	
	Location	
	Purpose	
	Conveyance Document	
	Grantor Name	
	Development/Project	
	Location	
	Purpose	
	Conveyance Document	

ATTACHMENT 1

When recorded, mail to:
City Clerk, City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

CONVEYANCE OF EASEMENT

For Ten Dollars and other valuable consideration, We, **ZEKELMAN PROPERTY GLENDALE, LLC.**, a Delaware limited liability company ("Grantor"), does hereby convey to the City of Glendale, an Arizona municipal corporation ("Grantee"), an easement to install, repair, operate, maintain and remove a water line and appurtenances ("facilities") upon, over and under the surface of the following described property:

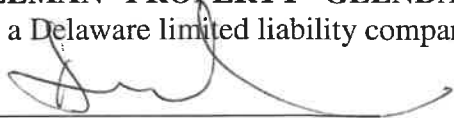
See Attached Description, "Exhibit A"

Together with the right of ingress and egress to, from, across and along the Grantor's Property, and with the right to use lands adjacent to said easement during temporary periods of construction; the right to operate, repair, replace, maintain, and remove facilities and appurtenances from said premises; to add to or alter said facilities at any reasonable time; and to trim or remove any trees or shrubs that in the judgment of the City may interfere with the construction, operation or maintenance of said facilities.

By accepting this easement, the City of Glendale agrees to exercise reasonable care to avoid any damage to said real property above described.

Dated this 29th day of September, 2022.

ZEKELMAN PROPERTY GLENDALE, LLC., a Delaware limited liability company


By: Angela Miu
Its: Vice President

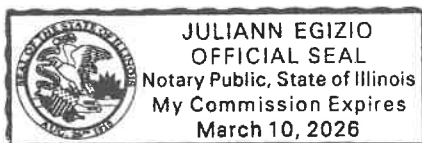
**Exempt Pursuant to A.R.S. §11-1134(A)(2),
11-1134(A)(3)**

STATE OF ILLINOIS)
County of Cook) ss.

The foregoing instrument was acknowledged before me this 29th day of September, 2022 by Angela Miu, Vice President of Zekelman Property Glendale, LLC. who acknowledged that she executed this instrument for the purposes therein contained.


Notary Public

My commission expires: 3/10/2026



Ball Park Blvd W. of 99th Ave
Ord _____

LEGAL DESCRIPTION WATERLINE EASEMENT

A PORTION OF THE NORTH HALF 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 CENTER OF SAID SECTION 8 FROM WHICH THE EAST QUARTER CORNER OF SAID SECTION 8 BEARS S 89°45'55" E, A DISTANCE OF 2671.60 FEET;

THENCE ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 8, S 89°45'55" E, A DISTANCE OF 114.42 FEET;

THENCE LEAVING SAID SOUTH LINE, N 00°14'05" E, A DISTANCE OF 193.32 FEET TO THE POINT OF BEGINNING;

THENCE N 51°46'26" W, A DISTANCE OF 190.36 FEET;

THENCE S 27°20'42" W, A DISTANCE OF 83.85 FEET;

THENCE S 64°47'51" E, A DISTANCE OF 13.83 FEET;

THENCE S 25°12'09" W, A DISTANCE OF 10.00 FEET;

THENCE N 64°47'51" W, A DISTANCE OF 13.83 FEET;

THENCE S 25°12'09" W, A DISTANCE OF 114.09 FEET;

THENCE S 64°47'51" E, A DISTANCE OF 6.50 FEET;

THENCE S 25°12'09" W, A DISTANCE OF 10.00 FEET;

THENCE N 64°47'51" W, A DISTANCE OF 6.50 FEET;

THENCE S 25°12'09" W, A DISTANCE OF 96.01 FEET;

THENCE S 70°08'40" W, A DISTANCE OF 35.50 FEET;



CHAD W. HUBER
RLS 35316
7740 N. 16TH STREET, SUITE 300
PHOENIX, ARIZONA 85020
PH. 602-837-5511
chad.huber@kimley-horn.com

Kimley»Horn
 7740 N. 16TH ST, Suite 300
 PHOENIX, AZ 85020
 Tel. No. (602) 837-5511

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	CWH	CWH	09/15/2022	291588000	1 OF 6

LEGAL DESCRIPTION

THENCE N 87°21'20" W, A DISTANCE OF 92.46 FEET;
 THENCE N 64°51'20" W, A DISTANCE OF 15.16 FEET;
 THENCE S 25°12'58" W, A DISTANCE OF 12.60 FEET;
 THENCE N 64°47'02" W, A DISTANCE OF 10.00 FEET;
 THENCE N 25°12'58" E, A DISTANCE OF 12.59 FEET;
 THENCE N 64°51'20" W, A DISTANCE OF 199.02 FEET;
 THENCE N 53°36'20" W, A DISTANCE OF 425.18 FEET;
 THENCE N 31°06'20" W, A DISTANCE OF 124.85 FEET TO THE BEGINNING OF A
 NON-TANGENT CURVE CONCAVE SOUTHEASTERLY WHOSE RADIUS BEARS S
 28°41'42" E, A DISTANCE OF 715.00 FEET;
 THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, TO THE RIGHT,
 THROUGH A CENTRAL ANGLE OF 1°36'19", FOR AN ARC LENGTH OF 20.03 FEET;
 THENCE S 31°06'20" E, A DISTANCE OF 119.75 FEET;
 THENCE S 53°36'20" E, A DISTANCE OF 158.09 FEET;
 THENCE N 36°23'40" E, A DISTANCE OF 6.50 FEET;
 THENCE S 53°36'20" E, A DISTANCE OF 10.00 FEET;
 THENCE S 36°23'40" W, A DISTANCE OF 6.50 FEET;
 THENCE S 53°36'20" E, A DISTANCE OF 179.83 FEET;
 THENCE N 36°39'18" E, A DISTANCE OF 6.02 FEET;



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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	CWH	CWH	09/15/2022	291588000	2 OF 6

LEGAL DESCRIPTION

THENCE S 53°20'42" E, A DISTANCE OF 10.00 FEET;
 THENCE S 36°39'18" W, A DISTANCE OF 5.98 FEET;
 THENCE S 53°36'20" E, A DISTANCE OF 61.32 FEET;
 THENCE S 64°51'20" E, A DISTANCE OF 219.54 FEET;
 THENCE S 87°21'20" E, A DISTANCE OF 83.40 FEET;
 THENCE N 70°08'40" E, A DISTANCE OF 23.55 FEET;
 THENCE N 25°12'09" E, A DISTANCE OF 292.52 FEET;
 THENCE N 64°30'54" W, A DISTANCE OF 37.16 FEET;
 THENCE N 25°12'09" E, A DISTANCE OF 11.00 FEET;
 THENCE S 64°30'54" E, A DISTANCE OF 37.16 FEET;
 THENCE N 25°12'09" E, A DISTANCE OF 21.81 FEET;
 THENCE S 64°47'51" E, A DISTANCE OF 24.86 FEET;
 THENCE S 51°46'26" E, A DISTANCE OF 173.08 FEET;
 THENCE N 38°13'14" E, A DISTANCE OF 4.50 FEET;
 THENCE S 51°46'26" E, A DISTANCE OF 19.50 FEET;
 THENCE S 38°13'14" W, A DISTANCE OF 24.00 FEET TO THE POINT
 OF BEGINNING.

CONTAINING 28,778 SQ. FT. OR 0.661 ACRES MORE OR LESS.



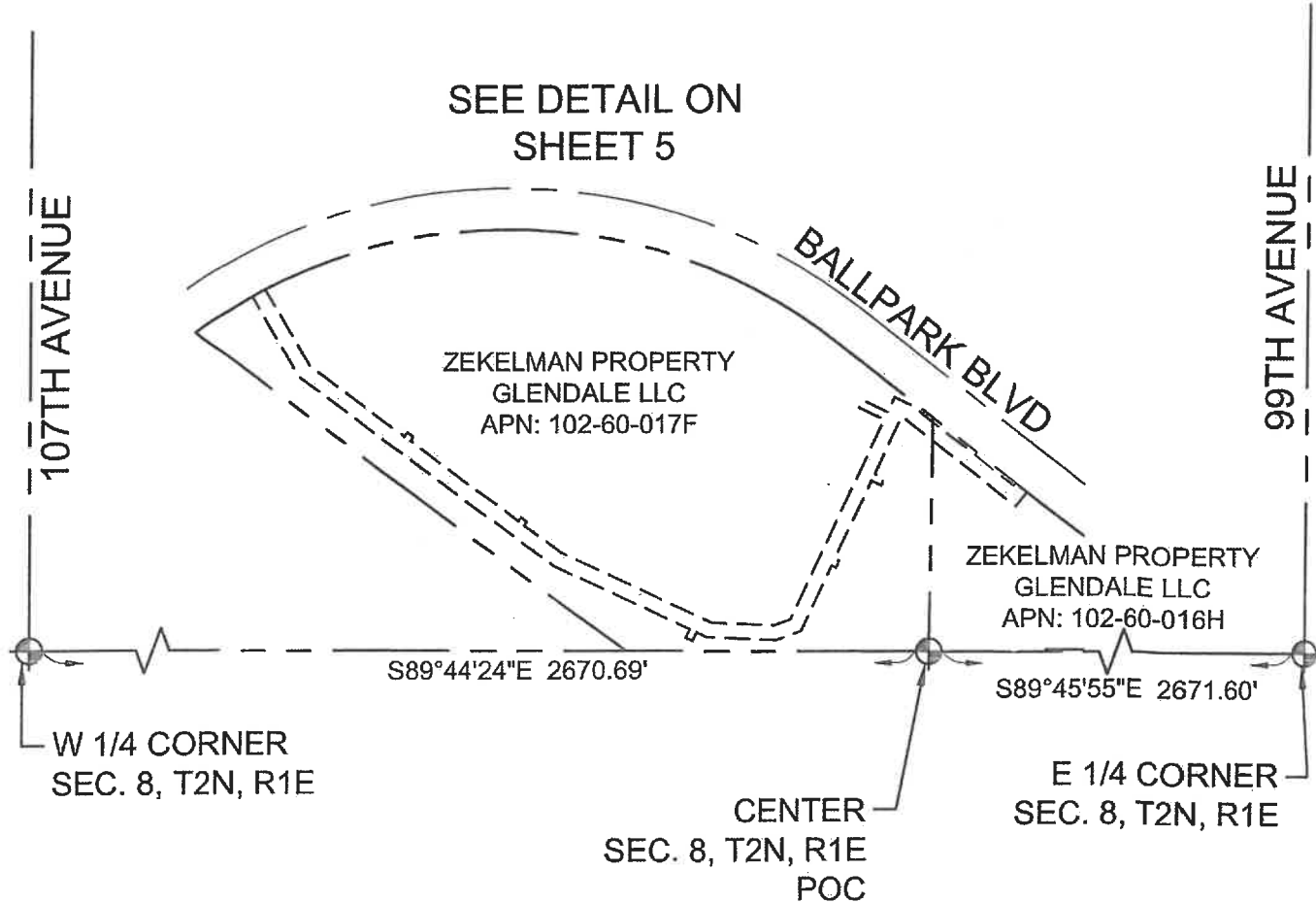
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<small>7740 N. 16TH ST, Suite 300 PHOENIX, AZ 85020</small>			<small>Tel. No. (602) 837-5511</small>		
<small>Scale</small>	<small>Drawn by</small>	<small>Checked by</small>	<small>Date</small>	<small>Project No.</small>	<small>Sheet No.</small>
<small>N/A</small>	<small>CWH</small>	<small>CWH</small>	<small>09/15/2022</small>	<small>291588000</small>	<small>3 OF 6</small>

Exhibit "A"



SEE DETAIL ON SHEET 5

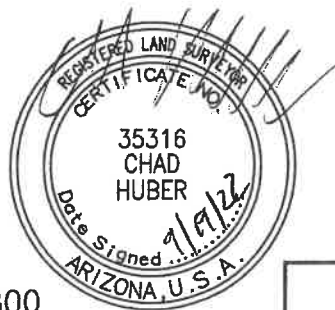
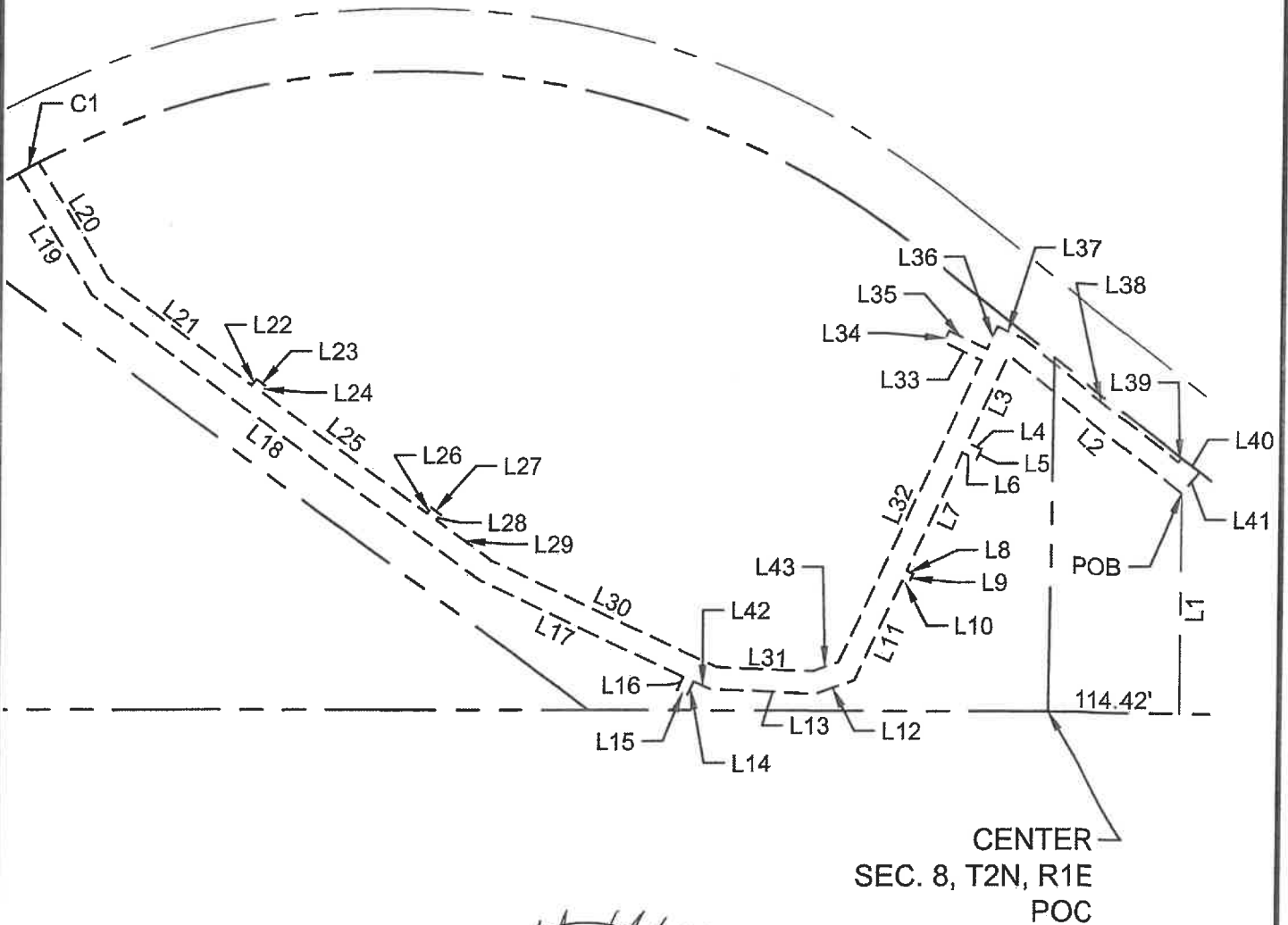


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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N.T.S.	CWH	CWH	09/15/2022	291588000	4 OF 6

Exhibit "A"



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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N.T.S.	CWH	CWH	09/15/2022	291588000	5 OF 6

Exhibit "A"

LINE TABLE

L1 = N00°14'05"E	193.32'
L2 = N51°46'26"W	190.36'
L3 = S27°20'42"W	83.85'
L4 = S64°47'51"E	13.83'
L5 = S25°12'09"W	10.00'
L6 = N64°47'51"W	13.83'
L7 = S25°12'09"W	114.09'
L8 = S64°47'51"E	6.50'
L9 = S25°12'09"W	10.00'
L10 = N64°47'51"W	6.50'
L11 = S25°12'09"W	96.01'
L12 = S70°08'40"W	35.50'
L13 = N87°21'20"W	92.46'
L14 = S25°12'58"W	12.60'
L15 = N64°47'02"W	10.00'
L16 = N25°12'58"E	12.59'
L17 = N64°51'20"W	199.02'
L18 = N53°36'20"W	425.18'
L19 = N31°06'20"W	124.85'
L20 = S31°06'20"E	119.75'
L21 = S53°36'20"E	158.09'

LINE TABLE

L22 = N36°23'40"E	6.50'
L23 = S53°36'20"E	10.00'
L24 = S36°23'40"W	6.50'
L25 = S53°36'20"E	179.83'
L26 = N36°39'18"E	6.02'
L27 = S53°20'42"E	10.00'
L28 = S36°39'18"W	5.98'
L29 = S53°36'20"E	61.32'
L30 = S64°51'20"E	219.54'
L31 = S87°21'20"E	83.40'
L32 = N25°12'09"E	292.52'
L33 = N64°30'54"W	37.16'
L34 = N25°12'09"E	11.00'
L35 = S64°30'54"E	37.16'
L36 = N25°12'09"E	21.81'
L37 = S64°47'51"E	24.86'
L38 = S51°46'26"E	173.08'
L39 = N38°13'14"E	4.50'
L40 = S51°46'26"E	19.50'
L41 = S38°13'14"W	24.00'
L42 = N64°51'20"W	15.16'
L43 = N70°08'40"E	23.55'

CURVE TABLE

C1 = Δ - 1°36'19"
 R - 715.00'
 L - 20.03'
 RAD BRG = S28°41'42"E



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Tel. No. (602) 837-5511

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N.T.S.	CWH	CWH	09/15/2022	291588000	6 OF 6

ATTACHMENT 2

When recorded, mail to:
City Clerk, City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

CONVEYANCE OF EASEMENT

For Ten Dollars and other valuable consideration, We, **SILVER EAGLE PROPERTIES LLC.**, an Arizona limited liability (“Grantor”), does hereby convey to the City of Glendale, an Arizona municipal corporation (“Grantee”), an easement to install, repair, operate, maintain and remove a water line and appurtenances (“facilities”) upon, over and under the surface of the following described property:


See Attached Description, “Exhibit A”

Together with the right of ingress and egress to, from, across and along the Grantor's Property, and with the right to use lands adjacent to said easement during temporary periods of construction; the right to operate, repair, replace, maintain, and remove facilities and appurtenances from said premises; to add to or alter said facilities at any reasonable time; and to trim or remove any trees or shrubs that in the judgment of the City may interfere with the construction, operation or maintenance of said facilities.

By accepting this easement, the City of Glendale agrees to exercise reasonable care to avoid any damage to said real property above described.

Dated this 6 day of July, 2022.

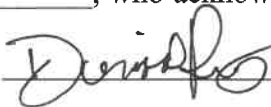
**SILVER EAGLE PROPERTIES
LLC.**, an Arizona limited liability


By: Jon Phillips
Its: CEO

**Exempt Pursuant to A.R.S.§11-1134(A)(2),
11-1134(A)(3)**

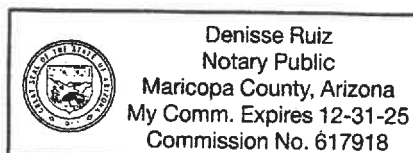
STATE OF ARIZONA)
County of Maricopa) ss.

The foregoing instrument was acknowledged before me this 10th day of July, 2022
by Denisse Ruiz, _____, who acknowledged that she executed this instrument
for the purposes therein contained.



Notary Public

My commission expires: 12/31/2025



5800 W Missouri Ave
Ord _____

Exhibit "A"

LEGAL DESCRIPTION FOR WATERLINE EASEMENT

A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 2 NORTH, RANGE 2 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE STONE IN HANDHOLE AT THE INTERSECTION OF 59TH AVENUE AND MISSOURI AVENUE, MARKING THE WEST QUARTER CORNER OF SAID SECTION 17, FROM WHICH A 1/2 INCH REBAR AT THE INTERSECTION OF 57TH AVENUE AND MISSOURI AVENUE, MARKING THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID NORTHWEST QUARTER BEARS SOUTH 89°47'00" EAST, 1340.36 FEET;

THENCE SOUTH 89°47'00" EAST, ALONG SAID SOUTH LINE, 366.00 FEET TO A LINE 366.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST QUARTER;

THENCE NORTH 00°01'34" WEST, 40.00 FEET;

THENCE SOUTH 89°47'00" EAST, 154.56 FEET TO THE **POINT OF BEGINNING**;

THENCE NORTH 00°13'00" EAST, 342.34 FEET;

THENCE NORTH 89°47'00" WEST, 156.01 FEET;

THENCE NORTH 00°01'34" WEST, 20.00 FEET;

THENCE SOUTH 89°47'00" EAST, 176.09 FEET;

THENCE SOUTH 00°13'00" WEST, 12.68 FEET;

THENCE NORTH 47°54'11" EAST, 117.93 FEET;

THENCE SOUTH 42°05'49" EAST, 10.00 FEET;

THENCE SOUTH 47°54'11" WEST, 127.03 FEET;

THENCE SOUTH 00°13'00" WEST, 328.27 FEET;

THENCE SOUTH 89°47'00" EAST, 13.13 FEET;

THENCE SOUTH 00°13'00" WEST, 7.86 FEET;

THENCE NORTH 89°47'00" WEST, 33.13 FEET TO THE **POINT OF BEGINNING**.



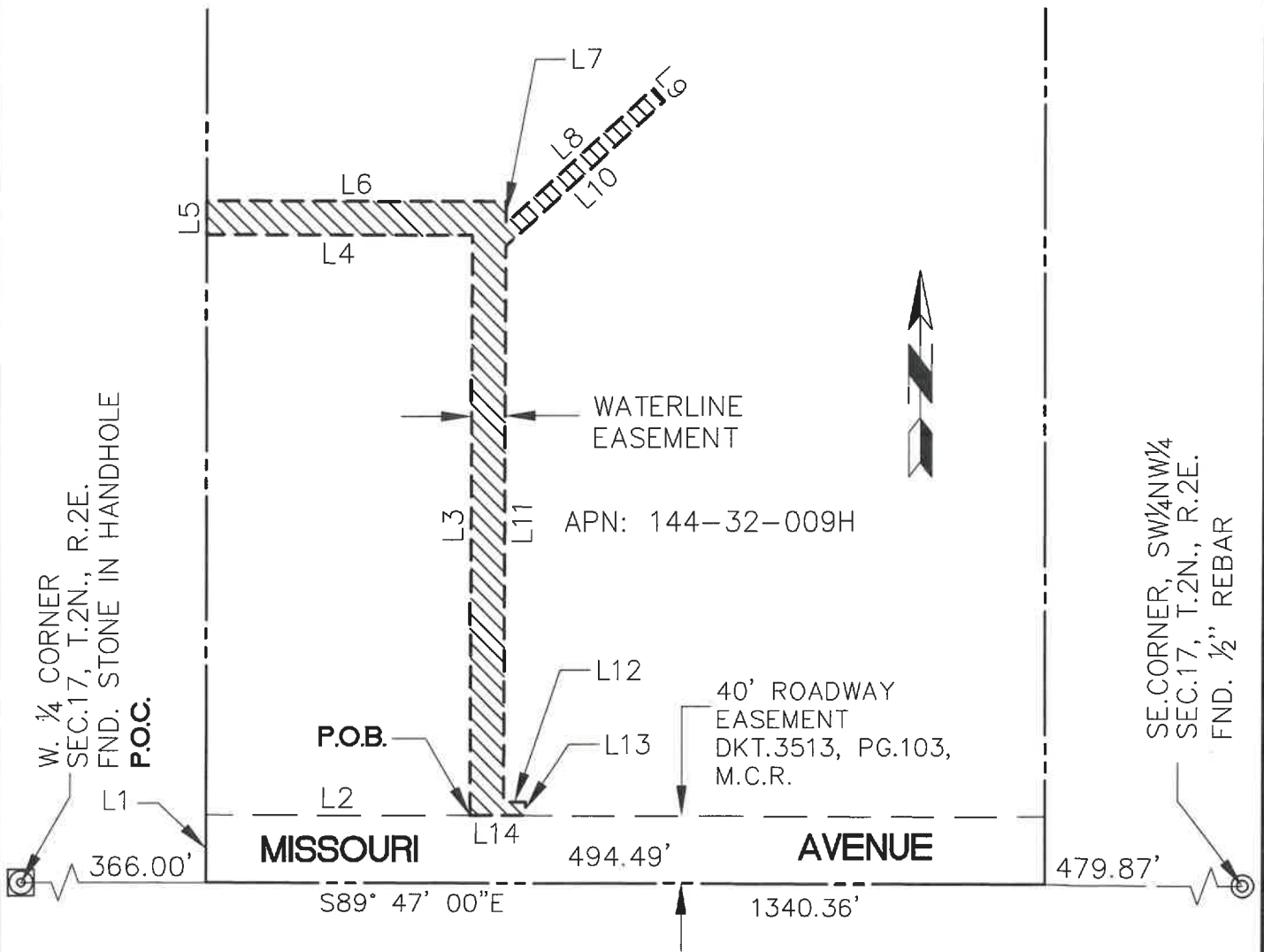
EXPIRES 03/31/23

TERRAMARK
LAND SURVEYING
www.terramarksurveying.com

24654 N. LAKE PLEASANT PKWY #103-163
PEORIA, AZ 85383
P. 480-440-1748
F. 623-777-1782

PROJ. NO.:	2007004
PROJ. NAME.:	59TH & MISSOURI
PAGE:	1 OF 3
DATE:	08/08/22

EXHIBIT FOR WATERLINE EASEMENT



EASEMENT DETAIL
1" = 100'

LEGEND

- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- BOUNDARY LINE
- WATERLINE EASEMENT
- CENTERLINE



EXPIRES 03/31/23

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ERRAMARK
 LAND SURVEYING
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 PEORIA, AZ 85383
 P. 480-440-1748
 F. 623-777-1782
www.terramarksurveying.com

PROJ. NO.:	2007004
PROJ. NAME.:	59TH & MISSOURI
PAGE:	2 OF 3
DATE:	08/08/22

LINE TABLE		
LINE	LENGTH	BEARING
L1	40.00'	N0° 01' 34"W
L2	154.56'	S89° 47' 00"E
L3	342.34'	N0° 13' 00"E
L4	156.01'	N89° 47' 00"W
L5	20.00'	N0° 01' 34"W
L6	176.09'	S89° 47' 00"E
L7	12.68'	S0° 13' 00"W
L8	117.93'	N47° 54' 11"E
L9	10.00'	S42° 05' 49"E
L10	127.03'	S47° 54' 11"W
L11	328.27'	S0° 13' 00"W
L12	13.13'	S89° 47' 00"E
L13	7.86'	S0° 13' 00"W
L14	33.13'	N89° 47' 00"W



EXPIRES 03/31/23



24654 N. LAKE PLEASANT PKWY #103-163
 PEORIA, AZ 85383
 P. 480-440-1748
 F. 623-777-1782
www.terramarksurveying.com

PROJ. NO.:	2007004
PROJ. NAME.:	59TH & MISSOURI
PAGE:	3 OF 3
DATE:	08/08/22

ATTACHMENT 3

When recorded, return to:
Flood Control District of Maricopa County
2801 West Durango Street
Phoenix, AZ 85009 (MDH)

EXEMPT ARS § 11-1134, A2
FCD 1999R016

NON-EXCLUSIVE UTILITY EASEMENT

FCD Project: Arizona Canal Diversion Channel
Reach 1 (ACDC)
FCD Parcel No.: T-055
APN: 200-64-003S ptn.
FCD Permit No.: 2022P249

This Non-Exclusive Utility Easement is entered into by and between the following parties and becomes effective as of the date of recordation with the Maricopa County Recorder.

GRANTOR: **FLOOD CONTROL DISTRICT OF MARICOPA COUNTY**, a political subdivision of the State of Arizona

GRANTEE: **CITY OF GLENDALE**, an Arizona municipal corporation, and/or its successors and assigns

In accordance with **GRANTOR'S** Board of Directors Resolutions 2018R013 dated October 24, 2018 and 88-5 dated January 16, 1989, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **GRANTOR** does hereby grant and convey to **GRANTEE** a non-exclusive utility easement in, upon, over, under, across, through and along a portion of the premises set forth in instrument number 19820034338, recorded February 04, 1982 in the official records of Maricopa County ("Burdened Property"). The granted easement, described on the attached Exhibit "A" ("Easement"), is for the purpose of constructing, operating, repairing, and maintaining a Lift Station and appurtenances thereto (collectively, the "Facility"), in accordance with **FCD Right-of-Way Use Permit No. 2022P249** ("FCD Permit").

Said Easement is SUBJECT TO all governmental restrictions which include, but are not limited to, environmental, archaeological, and cultural resource regulations, and all land use regulations, covenants, conditions, restrictions, easements, rights-of-way, and other matters of record, or not of record, that could be disclosed by a visual inspection or accurate survey of the real property.

This Easement is, at all times, subject to and subordinate to the rights of **GRANTOR** to have unrestricted access to and use of the Easement for the purpose of operation and maintenance of the flood control project known as the Arizona Canal Diversion Channel Reach 1(Project). **GRANTOR** shall endeavor to use its best efforts to operate and maintain the Project in a manner which will not unreasonably interfere with the **GRANTEE'S** rights granted by this Easement. **GRANTEE** assumes all risk of damage to its Facility resulting from the Burdened Property functioning as a flood control project.

In the event any use or activity conducted pursuant to the rights granted in this easement by the **GRANTEE** interferes with **GRANTOR'S** use of the Burdened Property or the Burdened Property is needed to construct, maintain, or relocate any portion of **GRANTOR'S** Project (collectively "Interference"), **GRANTEE** shall, at **GRANTOR'S** request and **GRANTEE'S** sole expense, eliminate the Interference upon notice from the **GRANTOR**. If elimination of Interference, including but not limited to the relocation of the Facility, or any part thereof, requires a right of way use permit, actual construction shall begin within thirty (30) days following **GRANTOR'S** issuance of a right-of-way use permit. Upon mutual agreement, the time frame for the start and completion of said work may be extended so long as such extension does not interfere with the requirements of **GRANTOR**. If **GRANTEE'S** effort to eliminate the Interference causes **GRANTOR** construction delay penalties pursuant to **GRANTOR'S** contract with a third party, a copy of which will be provided to **GRANTEE** upon request, **GRANTEE** shall reimburse **GRANTOR** for amount of such penalty within sixty (60) days after **GRANTEE'S** receipt of the **GRANTOR'S** invoice for said penalties.

The **GRANTEE** shall, at its sole cost and expense, maintain the Easement, and **GRANTEE'S** Facility located within the Easement, in a state of good repair and in a safe condition, including without limitation the removal of trash and debris from the Easement. The rights granted to **GRANTEE** herein include the right to cut back, trim and remove vegetation now growing, or that may hereafter grow, within the Easement, or that may extend over the Easement, so as to protect the same from interfering with the maintenance and operation of **GRANTEE'S** Facility.

After the installation of **GRANTEE'S** Facility in accordance with said FCD Permit, any modification whatsoever to the Easement, the Facility, or any appurtenance of **GRANTEE** located therein, that is not in compliance with said FCD Permit, will require **GRANTEE** to apply for and obtain a new right-of-way use permit from **GRANTOR**. **GRANTOR** will process any such application in accordance with **GRANTOR'S** right-of-way use permit approval process.

GRANTEE shall indemnify **GRANTOR** for any and all damages and costs, including without limitation, reasonable attorney's fees, court costs, and all other expenses relating to the defense of claims or litigation, caused by or arising from the exercise of **GRANTEE'S** rights pursuant to the terms of this Easement, excepting therefrom any such injury, damage or costs caused by or arising solely from the gross negligence, or actions that are purposeful or undertaken without regard to the consequences, by the **GRANTOR**, its officers, employees, agents or contractors.

In the event **GRANTEE** fails to install the Facility within the Easement, or in the event **GRANTEE** removes the Facility, or in the event the Facility ceases to function, or in the event of any other event giving evidence to **GRANTOR** that the **GRANTEE** has abandoned the use of this Easement, then and in such event, **GRANTOR** shall notify **GRANTEE**, in writing, that **GRANTOR** considers that the Easement has been abandoned. In such event, **GRANTEE** shall provide confirmation to **GRANTOR** that the Easement has been abandoned, or in the event **GRANTEE** shall fail to reply that there has been no intent to abandon the Easement within thirty (30) days of receipt of the aforesaid notice from the **GRANTOR**, this Easement shall be deemed to be abandoned and **GRANTOR** shall be permitted to record a termination of this Easement in the public records of Maricopa County. Unless and until such termination is recorded by **GRANTOR**, this Easement shall remain in full force and effect.

The rights and privileges granted in this Easement are solely for **GRANTEE** to use the Easement for the purpose stated herein, and do not include the right to permit and/or grant any other use of the Easement to another party.

This Easement shall run with the land and is binding on all parties.

GRANTEE ACCEPTANCE AND APPROVAL:

CITY OF GLENDALE, an Arizona municipal corporation

Kevin R. Phelps, City Manager

ATTEST:

Julie K. Bower Date
(Seal)

STATE OF ARIZONA)
)ss
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ , by Kevin R. Phelps, City Manager for the City of Glendale, who acknowledged that he executed this instrument for the purposes therein contained.

My Commission Expires _____

Notary Public (signature)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney Date

LEGAL DESCRIPTION
GLENDALE LIFT STATION 2 (67TH & ACDC) EASEMENT

A PORTION OF LAND IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12, 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 SECTION 12 TOWNSHIP 3 NORTH, RANGE 1 EAST, BEING A 3 INCH CITY OF GLENDALE BRASS CAP FLUSH, STAMPED "N 597", THENCE NORTH 00°31'06" EAST, ALONG THE EAST SECTION LINE OF THE NORTHEAST QUARTER OF SAID SECTION 12, A DISTANCE OF 1,154.63 FEET, THENCE DEPARTING SAID EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 12, NORTH 89°28'54" WEST, A DISTANCE OF 55.00 FEET, TO THE WEST RIGHT-OF-WAY OF 67TH AVENUE, AS RECORDED IN BK. 16, PG. 13 (M.C.R.), THENCE CONTINUING NORTH 89°28'54" WEST, A DISTANCE OF 86.00 FEET, TO A FOUND ½ INCH REBAR WITH YELLOW CAP MARKED "LS 29259", THENCE NORTH 00°31'06" EAST, A DISTANCE OF 37.76 FEET TO A ½ INCH REBAR WITH YELLOW CAP MARKED "LS 29259", ALSO BEING THE **POINT OF BEGINNING**.

THENCE CONTINUING NORTH 00°31'06" EAST, A DISTANCE OF 12.24 FEET, TO A ½ INCH REBAR WITH YELLOW CAP MARKED "LS 29259";

THENCE NORTH 47°17'50" WEST, A DISTANCE OF 86.37 FEET, TO A ½ INCH REBAR WITH YELLOW CAP MARKED "LS 29259";

THENCE NORTH 89°28'54" WEST, A DISTANCE OF 29.63 FEET, TO A ½ INCH REBAR WITH YELLOW CAP MARKED "LS 29259", ALSO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS BEARING SOUTH 35°32'50" WEST, A DISTANCE OF 1815.00 FEET;

THENCE ALONG THE ARC OF SAID NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 00°20'34", A DISTANCE OF 10.86 FEET;

THENCE NORTH 90°00'00" EAST, A DISTANCE OF 48.69 FEET;

THENCE SOUTH 51°42'47" EAST, A DISTANCE OF 73.45 FEET;

THENCE SOUTH 00°00'03" EAST, A DISTANCE OF 35.55, TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS BEARING SOUTH 39°25'30" WEST, A DISTANCE OF 1815.00 FEET;

THENCE ALONG THE ARC OF SAID NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 00°10'55", A DISTANCE OF 5.77 FEET, TO THE **POINT OF BEGINNING**

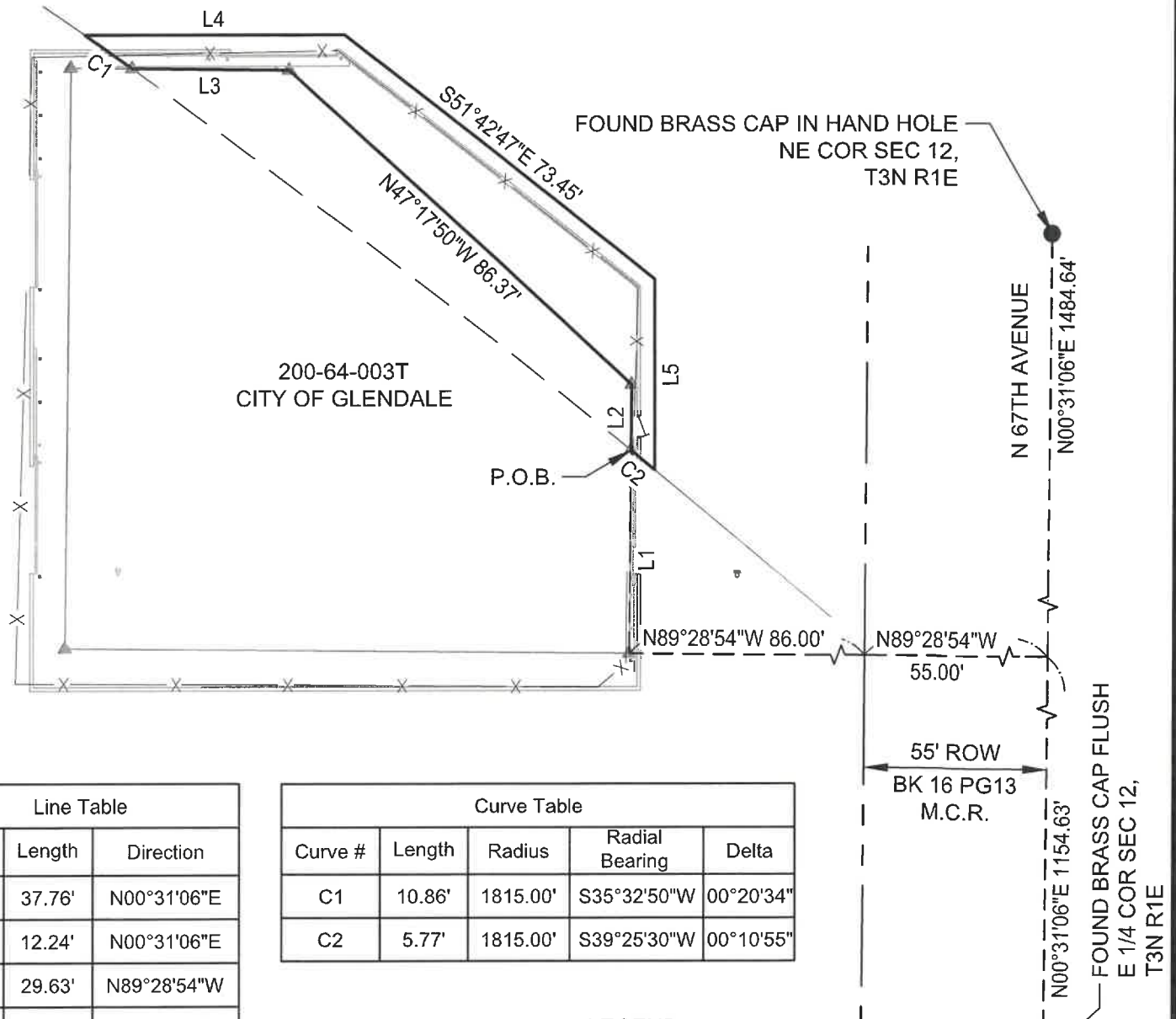
CONTAINING 1,530.26 SQUARE FEET OR 0.035 ACRES, MORE OR LESS.




1-855-222-T2UE | WWW.T2UE.COM
19621 N. 23RD. DRIVE, STE 150,
PHOENIX, AZ 85027
TEL:(602)977-8000
FAX:(602)977-8099

EASEMENT
CITY OF GLENDALE LIFT STATION 2
GHD
GLENDALE, ARIZONA

PROJECT NO. AZ39600300
DATE: 11/02/2022
BY: DLJ
SCALE: NA
SHEET NO. 1 OF 2



Line Table		
Line #	Length	Direction
L1	37.76'	N00°31'06"E
L2	12.24'	N00°31'06"E
L3	29.63'	N89°28'54"W
L4	48.69'	N90°00'00"E
L5	35.55'	S00°00'03"E

Curve Table				
Curve #	Length	Radius	Radial Bearing	Delta
C1	10.86'	1815.00'	S35°32'50"W	00°20'34"
C2	5.77'	1815.00'	S39°25'30"W	00°10'55"

- LEGEND**
- FOUND MONUMENT (AS NOTED)
 - EASEMENT LINE
 - - - - TIE LINE
 - RIGHT OF WAY
 - x — EXISTING FENCE
 - ==== FUTURE WALL

T2 utility engineers
 1-855-222-T2UE | WWW.T2UE.COM
 19621 N. 23RD. DRIVE, STE 150,
 PHOENIX, AZ 85027
 TEL: (602) 977-8000
 FAX: (602) 977-8099

EASEMENT
CITY OF GLENDALE LIFT STATION 2
 GHD
 GLENDALE, ARIZONA

PROJECT NO. AZ39600300
 DATE: 11/02/2022
 BY: DLJ
 SCALE: 1" = 30'
 SHEET NO. 2 OF 2