

ORDINANCE NO. O24-11

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 AT 71ST AVENUE, SOUTH OF NORTHERN AVENUE AND DIRECTING THE CITY CLERK TO RECORD A CERTIFIED COPY OF THIS ORDINANCE.

WHEREAS, in conjunction with required improvements, the Villa Dolce project located at 7912 North 71st Avenue is required to relocate power lines owned by Salt River Project Agricultural Improvement and Power District (SRP), and

WHEREAS, SRP is requesting an easement in the 71st and Northern Avenues right-of-way to encompass the new powerline alignment, 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 14th day of May, 2024.

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

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

Parcel # Northern Ave and 71st Ave
NE ¼, 01 SEC, 02N TOWNSHIP, 01E RANGE

R/W #:
Agt: Henry Soliz
Job #: LJ86682
W HAS C JEP

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 are 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: 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 depicted and 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 given that the location of underground electrical conductors or facilities must be verified as required by the Arizona Blue Stake Law, A.R.S., Sections 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, A.R.S. Sections 40-360.41-45.

The Easement is governed by the following terms and conditions:

1. Use Approval Procedures. Grantor may, with the prior written consent, which may be granted or denied through the exercise of Grantee's sole discretion, use (or permit third party use of) the Easement Parcel for specific purposes. Prior to the commencement of any construction or other development activity on, or any other use of 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 proposed improvements to be located within, and activities to be conducted on the Easement Parcel, or any proposed alterations thereto. Grantor shall further obtain Grantee's written consent, in accordance with the provisions of this paragraph 1, for any use of the Easement Parcel in existence as of the recordation date of this Easement. Any Grantee consent to the use of the Easement Parcel shall be documented in writing and 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.
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, or allow the installation of utilities above-ground, or the construction of private or public roadways, 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 existing fences and walls across or within the Easement Parcel and may construct, maintain and use gates in all existing walls or fences. 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, and Grantor shall obtain prior written approval for any existing or proposed fences and walls within the Easement Parcel.

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 Grantee's use, operation or maintenance of, or access to the Facilities, or for safety or system reliability reasons.

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. 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.

12. Warranty of Title. Grantor represents and warrants that: (i) fee simple title to the Easement Parcel *[AND ACCESS 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.

13. 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.

[Signature and acknowledgement appear on following page]

IN WITNESS WHEREOF, City of Glendale, an Arizona municipal corporation has caused its name to be executed by its duly authorized representative(s), this _____ day of _____, 20_____.

CITY OF GLENDALE,

By _____

Its _____

APPROVED AS TO FORM:

ATTEST:

City Attorney

City Clerk

STATE OF _____)
County of _____) ss

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____, by _____ as _____, of City of Glendale, an Arizona municipal corporation on behalf of such corporation.

Notary Public

My Commission Expires:

EXHIBIT "A"

SRP JOB NUMBER: T3460962

DATE: 08/22/2023

SRP JOB NAME: CIAC AGUA FRIA – MARYVALE 69KV VILLA DOLCE P-8 RELOC

PAGE: 1 OF 3

AN EASEMENT LOCATED IN THE NORTHEAST QUARTER OF SECTION 1, 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 NORTH QUARTER CORNER OF SAID SECTION 1, BEING A BRASS CAP IN HAND HOLE, FROM WHICH THE NORTHEAST CORNER OF SECTION 1, BEING A BRASS CAP IN HAND HOLE, BEARS NORTH 88 DEGREES 38 MINUTES 57 SECONDS EAST, A DISTANCE OF 2650.68 FEET (**BASIS OF BEARING**);

THENCE SOUTH 00 DEGREES 32 MINUTES 04 SECONDS WEST, ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 1, A DISTANCE OF 51.39 FEET TO THE **POINT OF BEGINNING**;

THENCE NORTH 83 DEGREES 53 MINUTES 42 SECONDS EAST, DEPARTING SAID WEST LINE, A DISTANCE OF 284.51 FEET;

THENCE SOUTH 06 DEGREES 06 MINUTES 18 SECONDS EAST, A DISTANCE OF 22.30 FEET TO THE NORTH LINE OF A PARCEL OF LAND DESCRIBED AS LOT 2 OF EATON NORTHERN AVENUE INDUSTRIAL PARK RECORDED IN BOOK 299, PAGE 03 MARICOPA COUNTY RECORDER (MCR)

THENCE SOUTH 88 DEGREES 38 MINUTES 57 SECONDS WEST, ALONG SAID NORTH LINE, A DISTANCE OF 69.69 FEET TO THE NORTHWEST CORNER OF SAID LOT 2;

THENCE SOUTH 01 DEGREES 21 MINUTES 03 SECONDS EAST, ALONG THE WEST LINE OF SAID LOT 2, A DISTANCE OF 13.52 FEET;

THENCE SOUTH 83 DEGREES 53 MINUTES 42 SECONDS WEST, DEPARTING SAID WEST LINE OF SAID LOT 2, A DISTANCE OF 217.43 FEET TO THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 1;

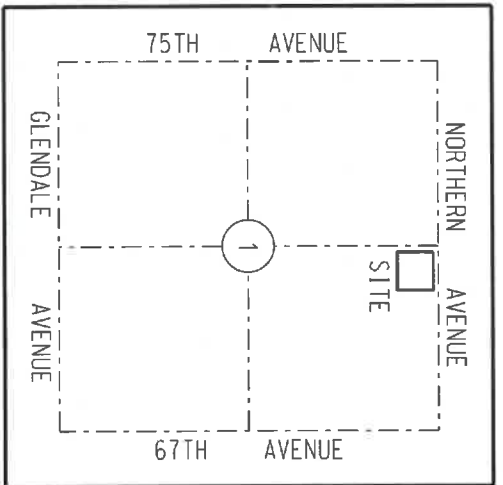
THENCE NORTH 00 DEGREES 32 MINUTES 04 EAST, ALONG SAID WEST LINE, A DISTANCE OF 30.20 FEET TO THE **POINT OF BEGINNING**.

SAID EASEMENT CONTAINS AN AREA OF 7,817 SQUARE FEET OR 0.179 ACRES, MORE OR LESS.

END OF DESCRIPTION



EXHIBIT "A"



LEGEND

- SECTION AND CENTERLINE
- PROPERTY LINE
- ▨ EASEMENT AREA
- - - TIE LINE
- ◆ SECTION CORNER AS NOTED

CHM



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.

ABBREVIATION TABLE

BCHH BRASS CAP IN HAND HOLE
 LVI LAST VISUAL INSPECTION
 (M) MEASURED
 NTS NOT TO SCALE

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

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.

SALT RIVER PROJECT
 AGRICULTURAL IMPROVEMENT & POWER DISTRICT

SRP LDWR NUMBER: N/A	SCALE: NTS
I.O. NUMBER: T3460962	SHEET: 2 OF 3
AGENT: SOLIZ	SHEET SIZE: 8.5" x 11"
DRAWN: RUSSO	REVISION: 0
CHECKED BY: HOWARD	CREW CHIEF: N/A
DATE: 08/22/23	JEP FIELD DATE: N/A

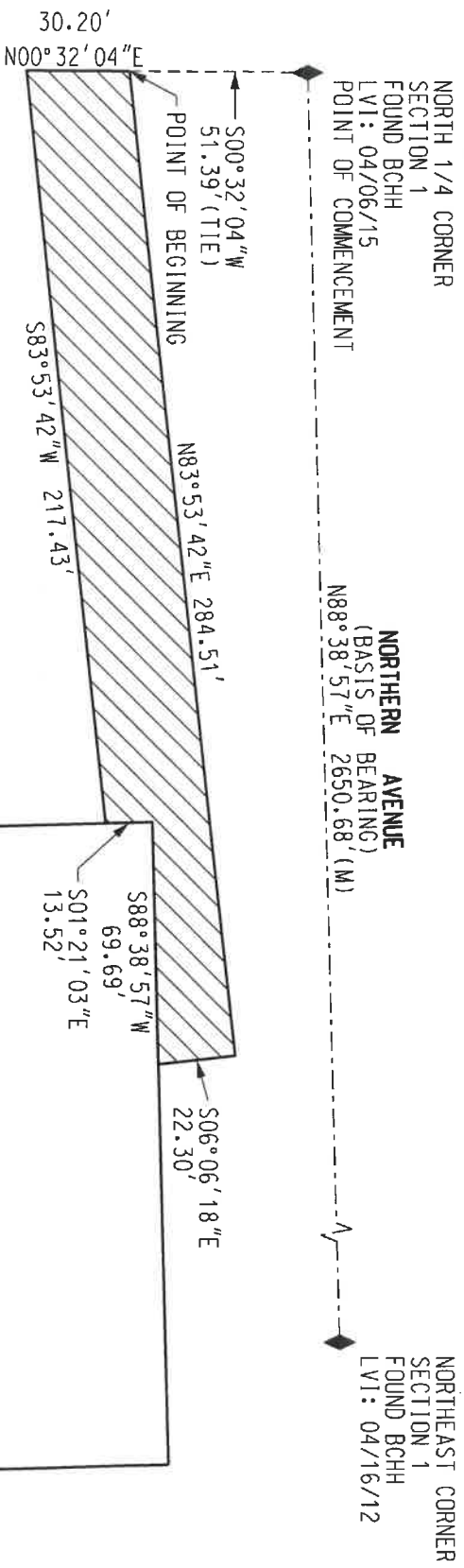


SURVEY DIVISION
 LAND DEPARTMENT

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

CIAC AGUA FRIA - MARYVALE 69KV
 VILLA DOLCE P-8 RELOCATION
 NE 1/4, SECTION 1
 T.2 N..R.1 E.
 12.0 NORTH - 5.5 EAST

EXHIBIT "A"



APN 143-24-063
 2012-0622504 MCR



SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT & POWER DISTRICT		SURVEY DIVISION LAND DEPARTMENT	
SRP LDWR NUMBER: N/A	SCALE: NTS	CIAC AGUA FRIA - MARYVALE 69KV VILLA DOLCE P-8 RELOCATION NE 1/4, SECTION 1 T.2 N., R.1 E. 12.0 NORTH - 5.5 EAST	
I.O. NUMBER: T3460962	SHEET: 3 OF 3		
AGENT: SOL IZ	SHEET SIZE: 8.5"x11"		
DRAWN: RUSSO	REVISION: 0		
CHECKED BY: HOWARD	CREW CHIEF: N/A		
DATE: 08/22/23	JEP FIELD DATE: N/A		

