

ORDINANCE NO. O24-43

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE EXECUTION OF AN IRRIGATION EASEMENT IN FAVOR OF SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT ON THE NORTH SIDE OF ORANGEWOOD AVENUE FROM 69TH AVENUE TO 71ST AVENUE AND DIRECTING THE CITY CLERK TO RECORD A CERTIFIED COPY OF THIS ORDINANCE.

WHEREAS, the City of Glendale plans to improve Orangewood Avenue from 69th Avenue to 71st Avenue; and

WHEREAS, Salt River Project Agricultural Improvement and Power District (“SRP”) owns an irrigation ditch in the footprint of the roadway improvements; and

WHEREAS, the City has requested, through its Municipal Aesthetics Program, SRP to tile the ditch on a City-owned parcel north of Orangewood Avenue; and

WHEREAS, to support this request, SRP is requesting the City grant the Irrigation Easement attached as Attachment 1.

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

SECTION 1. That the City Council hereby approves entering into the Irrigation Easement and directs the City Manager to execute said easement on behalf of the City, attached hereto as Attachment 1.

SECTION 2. That the City Clerk is instructed and authorized to forward a certified copy of this Ordinance and irrigation 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 22nd day of October, 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

IRRIGATION EASEMENT

Maricopa County
71st Ave and Orangewood Ave
SEC. 1, T2N, R1E

Agt. Heather Chubinsky
Job # LJ88754 / 2200128
W: HCC C: JEP
R/W #0499

**CITY OF GLENDALE,
an Arizona municipal corporation,**

hereinafter called Grantor, for and in consideration of the sum of One Dollar, and other valuable consideration, receipt 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, its agents, employees, contractors and permittees and their respective successors and assigns, for itself and on behalf of the United States of America and as manager of the federal Salt River Reclamation Project, hereinafter called the Grantee, an easement in, upon, over, under, across, through and along the lands hereinafter described (such lands hereinafter described being sometimes referred to herein as the "Easement Parcel"), to construct, install, reconstruct, replace, remove, repair, operate and maintain irrigation pipeline(s) and irrigation turnout structure(s) and all other appliances appurtenances and fixtures for use in connection therewith for the transmission and distribution of water, and for all other purposes connected therewith in, upon, over, under, across and along the Grantor's Property as Grantee may now or hereafter deem convenient or necessary from time to time, together with the right of ingress and egress to, from, across and along the Easement Parcel.

The lands in, upon, over, under, across, through and along which this easement is granted are situated in the County of Maricopa, State of Arizona, and are more particularly described as:

**Said easement being more particularly described on EXHIBIT "A"
attached hereto and by reference made a part hereof**

Grantor shall not construct, install or place, or permit to be constructed, installed or placed any building or other structure or improvement, plant any trees or other vegetation, drill any well, store materials of any kind, or alter ground level by cut or fill, within the area of the Easement Parcel, except as described on attached Exhibit B.

Grantor and Grantee each shall have the right to install, maintain and use gates in all fences which now cross the Easement Parcel and shall provide the other with a double locking device for such gates, if locked.

Grantee shall have the right (but not the obligation) to trim, cut and clear away trees, brush or other vegetation on the Easement Parcel whenever in its judgment the same shall be necessary for the convenient and safe exercise of the rights herein granted.

In the event Grantee records a document to formally abandon the easement granted herein, 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.

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, administrators, executors, personal representatives, legal representatives, successors (including successors in ownership and estate), assigns and lessees of the Grantor and Grantee.

Grantor shall not grant any easements within Grantee's exclusive easement area without the prior written consent of Grantee.

The individual executing this document represents and warrants: (i) that he or she is authorized to do so on behalf of Grantor; (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 (whether from any partner, owner, spouse, shareholder, director, member, manager, creditor, investor, developer, governmental authority, judicial or administrative body, association, or other person or entity); and (iii) that the execution, delivery, and performance by Grantor of this document and all others relating to the easement will not constitute a default under any agreement to which Grantor is a party. The individual executing this document shall indemnify, defend and hold harmless Grantee for, from and against any and all losses, costs, expenses, liabilities, claims, demands, and actions of any kind or nature, including court costs and attorneys' fees, arising or accruing as a result of the falsity of any of his or her representations and warranties contained in this document.

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 _____, 2024.

CITY OF GLENDALE,
an Arizona municipal corporation

By: _____

Name: _____

Its: _____

APPROVED AS TO FORM:

ATTEST:

City Attorney

City Clerk

STATE OF ARIZONA)
) ss
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by _____, as _____, respectively, of **CITY OF GLENDALE**, an Arizona municipal corporation, on behalf of such corporation, and such authorized representative acknowledged that this document was executed on behalf of the corporation for the purposes therein contained.

Notary Public
My Commission Expires: _____

Notary Stamp/Seal

Note: This instrument is exempt from the real estate transfer fee and affidavit of legal value required under A.R.S. Sections 11-1132 and 11-1133 pursuant to the exemptions set forth in A.R.S. Sections 11-1134(A)(2) and (A)(3).

EXHIBIT "A"
CITY OF GLENDALE ORANGEWOOD AESTHETICS PROJECT

SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT
SRP PROJECT NUMBER: LJ88754
PREPARED BY DENNIS HARMON
COOPER AERIAL PROJECT NUMBER: 8366-2305006
DATE: 08-28-2024

A PORTION OF SECTION 1, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE LOCALLY ACCEPTED CENTER OF SAID SECTION 1, A BRASS CAP IN HANDHOLE, FROM WHICH THE WEST QUARTER CORNER OF SAID SECTION 1, A BRASS CAP IN HANDHOLE, BEARS SOUTH 88 DEGREES 37 MINUTES 29 SECONDS WEST (BASIS OF BEARINGS), A DISTANCE OF 2652.13 FEET;

THENCE SOUTH 70 DEGREES 03 MINUTES 40 SECONDS WEST, A DISTANCE OF 63.99 FEET, TO **THE POINT OF BEGINNING;**

THENCE NORTH 84 DEGREES 52 MINUTES 14 SECONDS EAST, A DISTANCE OF 74.98 FEET;

THENCE NORTH 00 DEGREES 45 MINUTES 00 SECONDS EAST, A DISTANCE OF 34.49 FEET;

THENCE NORTH 37 DEGREES 47 MINUTES 53 SECONDS EAST, A DISTANCE OF 78.00 FEET;

THENCE NORTH 88 DEGREES 42 MINUTES 32 SECONDS EAST, A DISTANCE OF 189.11 FEET;

THENCE NORTH 88 DEGREES 37 MINUTES 44 SECONDS EAST, A DISTANCE OF 991.99 FEET;

THENCE NORTH 01 DEGREE 21 MINUTES 52 SECONDS WEST, A DISTANCE OF 7.64 FEET;

THENCE NORTH 30 DEGREES 17 MINUTES 49 SECONDS WEST, A DISTANCE OF 29.18 FEET;

THENCE NORTH 61 DEGREES 20 MINUTES 05 SECONDS EAST, A DISTANCE OF 20.01 FEET;

THENCE SOUTH 30 DEGREES 17 MINUTES 49 SECONDS EAST, A DISTANCE OF 33.77 FEET;

THENCE SOUTH 01 DEGREE 21 MINUTES 52 SECONDS EAST, A DISTANCE OF 12.79 FEET;

THENCE NORTH 88 DEGREES 38 MINUTES 12 SECONDS EAST, A DISTANCE OF 25.08 FEET;

THENCE SOUTH 01 DEGREE 22 MINUTES 16 SECONDS EAST, A DISTANCE OF 37.23 FEET;

THENCE SOUTH 84 DEGREES 34 MINUTES 48 SECONDS EAST, A DISTANCE OF 66.87 FEET;

THENCE SOUTH 01 DEGREE 22 MINUTES 16 SECONDS EAST, A DISTANCE OF 20.14 FEET;

THENCE NORTH 84 DEGREES 34 MINUTES 48 SECONDS WEST, A DISTANCE OF 82.70 FEET;

THENCE SOUTH 01 DEGREE 22 MINUTES 16 SECONDS EAST, A DISTANCE OF 53.66 FEET;

SHEET 1 of 4

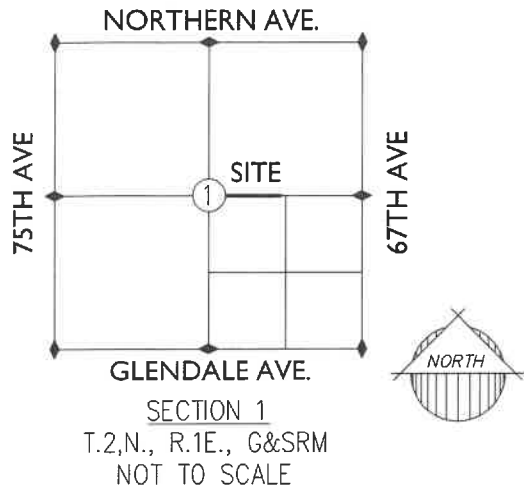
THENCE SOUTH 88 DEGREES 37 MINUTES 44 SECONDS WEST, A DISTANCE OF 20.00 FEET;
THENCE NORTH 01 DEGREE 22 MINUTES 16 SECONDS WEST, A DISTANCE OF 82.06 FEET;
THENCE NORTH 46 DEGREES 22 MINUTES 16 SECONDS WEST, A DISTANCE OF 10.04 FEET;
THENCE SOUTH 88 DEGREES 37 MINUTES 44 SECONDS WEST, A DISTANCE OF 994.26 FEET;
THENCE SOUTH 88 DEGREES 42 MINUTES 32 SECONDS WEST, A DISTANCE OF 179.60 FEET;
THENCE SOUTH 37 DEGREES 47 MINUTES 53 SECONDS WEST, A DISTANCE OF 61.77 FEET;
THENCE SOUTH 00 DEGREES 45 MINUTES 00 SECONDS WEST, A DISTANCE OF 45.83 FEET;
THENCE SOUTH 84 DEGREES 52 MINUTES 14 SECONDS WEST, A DISTANCE OF 93.03 FEET;
THENCE NORTH 05 DEGREES 07 MINUTES 40 SECONDS WEST, A DISTANCE OF 20.00 FEET, TO
THE **POINT OF BEGINNING**.

SAID EASEMENT CONTAINS AN AREA OF 32,862 SQUARE FEET OR 0.7544 ACRES, MORE OR
LESS.

SUBJECT TO EXISTING RIGHTS-OF-WAY AND EASEMENTS.



EXHIBIT "A"



LINE TABLE		
LINE	BEARING	LENGTH
L1	S70°03'40"W	63.99'
L2	N84°52'14"E	74.98'
L3	N00°45'00"E	34.49'
L4	N37°47'53"E	78.00'
L5	N88°42'32"E	189.11'
L6	N88°37'44"E	991.99'
L7	N01°21'52"W	7.64'
L8	N30°17'49"W	29.18'
L9	N61°20'05"E	20.01'
L10	S30°17'49"E	33.77'
L11	S01°21'52"E	12.79'
L12	N88°38'12"E	25.08'
L13	S01°22'16"E	37.23'

LINE TABLE		
LINE	BEARING	LENGTH
L14	S84°34'48"E	66.87'
L15	S01°22'16"E	20.14'
L16	N84°34'48"W	82.70'
L17	S01°22'16"E	53.66'
L18	S88°37'44"W	20.00'
L19	N01°22'16"W	82.06'
L20	N46°22'16"W	10.04'
L21	S88°37'44"W	994.26'
L22	S88°42'32"W	179.60'
L23	S37°47'53"W	61.77'
L24	S00°45'00"W	45.83'
L25	S84°52'14"W	93.03'
L26	N05°07'40"W	20.00'

ABBREVIATION TABLE

- (R1) - BOOK 699, PAGE 26 M.C.R.
- L# - LINE NUMBER (SEE TABLE)
- APN - ASSESSOR'S PARCEL NUMBER
- M.C.R. - MARICOPA COUNTY RECORDS
- T. - TOWNSHIP
- R. - RANGE
- SEC - SECTION
- COR - CORNER
- G.&S.R.M. - GILA & SALT RIVER MERIDIAN

LEGEND

- EXISTING ROW
- SECTION LINE
- ▨ EASEMENT AREA
- ◆ SECTION CORNER



COOPER AERIAL SURVEYS CO.
11402 N. CAVE CREEK ROAD
PHOENIX, ARIZONA 85020
602-678-5111

NOTES

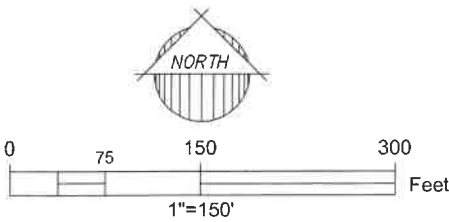
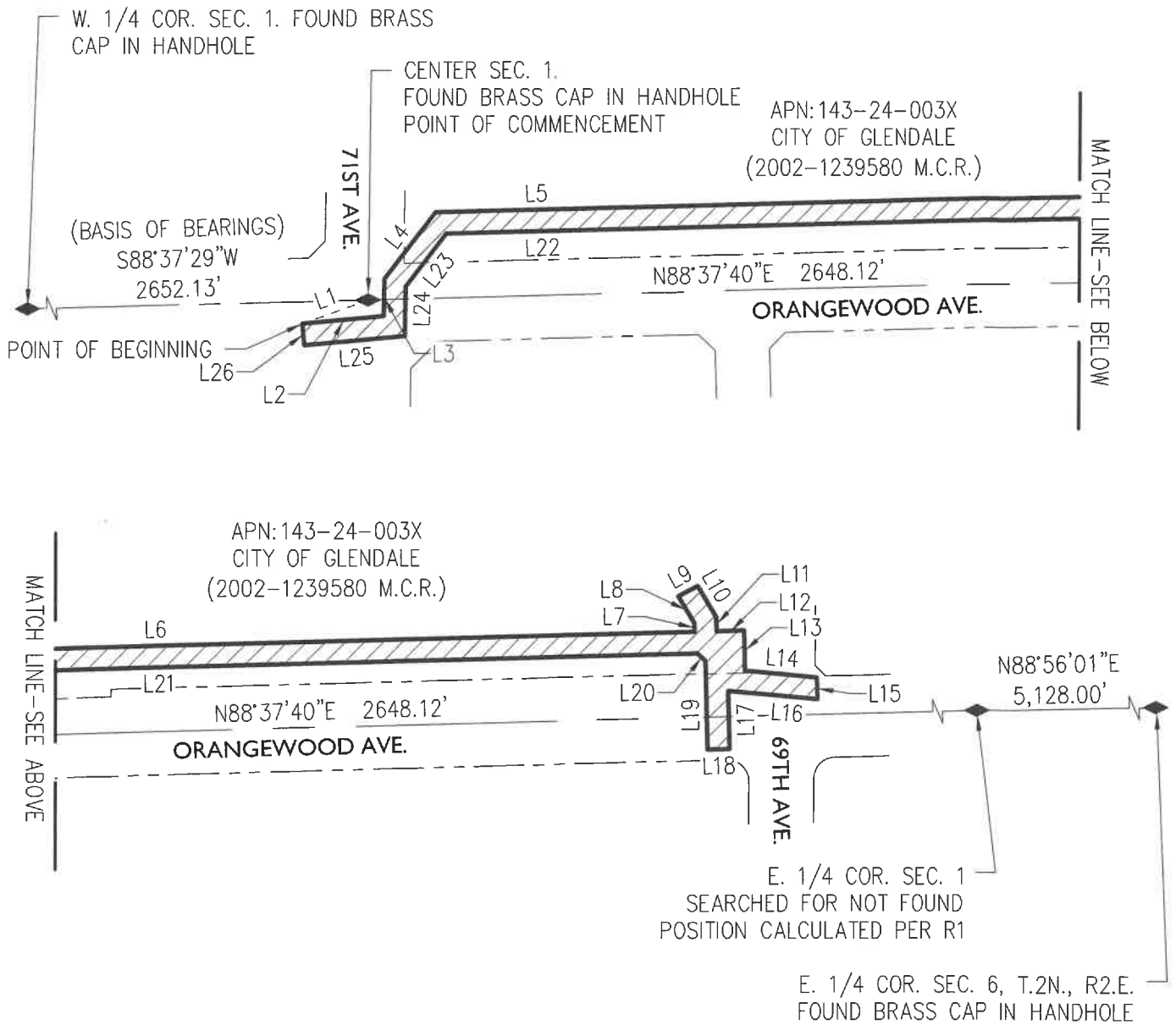
THIS EXHIBIT IS INTENDED TO ACCOMPANY AN EASEMENT. ALL PARCELS SHOWN WERE PLOTTED FROM RECORD INFORMATION, AND NO ATTEMPT HAS BEEN MADE TO VERIFY THE LOCATION OF ANY BOUNDARIES SHOWN. THIS IS NOT AN ARIZONA BOUNDARY SURVEY.

SRP JOB NUMBER: LJ88754	SCALE: NOT TO SCALE
AMP W/O NUMBER:	SHEET: 3 OF 4
AGENT: HEATHER CHUBINSKY	SHEET SIZE: 8.5" X 11"
DRAWN: ZB	REVISION:
CHECKED BY: DH	CREW CHIEF: ZB
DATE: 08-28-2024	FIELD DATE: 05-08-2023

CITY OF GLENDALE
ORANGEWOOD AESTHETICS PROJECT
SECTION I, T.2N., R.1E., G.&S.R.M.

MARICOPA COUNTY, ARIZONA

EXHIBIT "A"



COOPER AERIAL SURVEYS CO.
11402 N. CAVE CREEK ROAD
PHOENIX, ARIZONA 85020
602-678-5111

SRP JOB NUMBER: LJ88754	SCALE: 1"=150'
AMP W/O NUMBER:	SHEET: 4 OF 4
AGENT: HEATHER CHUBINSKY	SHEET SIZE: 8.5" X 11"
DRAWN: ZB	REVISION:
CHECKED BY: DH	CREW CHIEF: ZB
DATE: 08-28-2024	FIELD DATE: 05-08-2023

CITY OF GLENDALE
ORANGEWOOD AESTHETICS PROJECT
SECTION I, T.2N., R.1E., G.&S.R.M.

MARICOPA COUNTY, ARIZONA

EXHIBIT B

(PAGE 1 OF 2)

REV NO.	DATE
7	10/26/20

DWG REFERENCED FROM ORIGINAL WES-ROWGUIDE

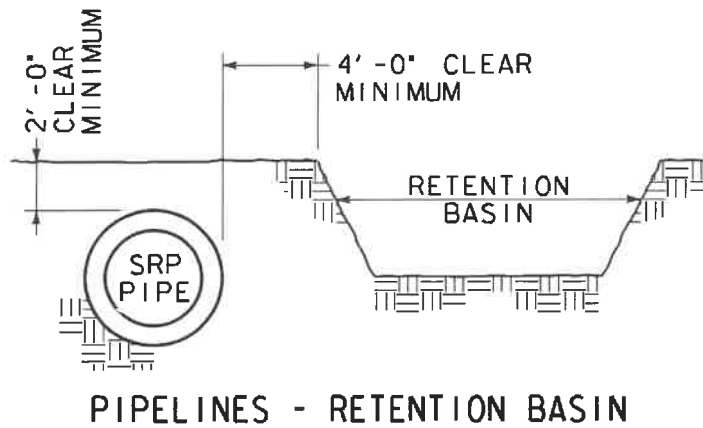
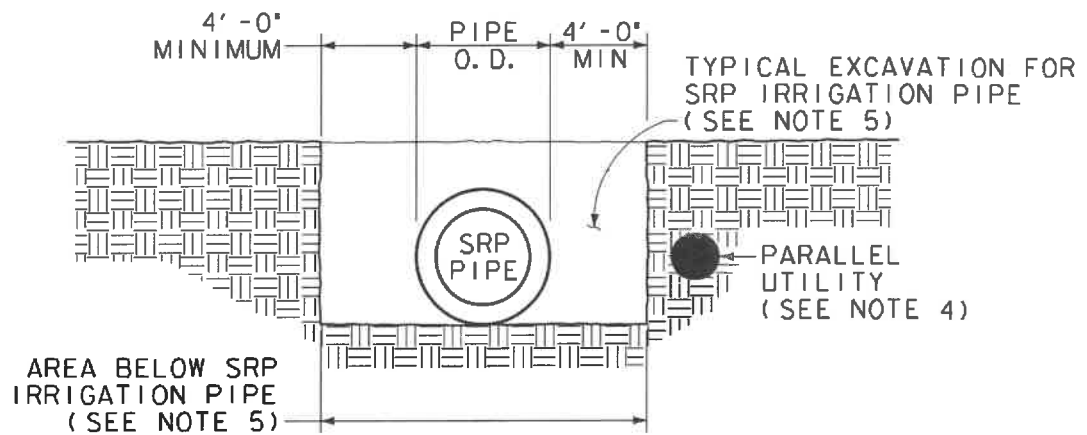
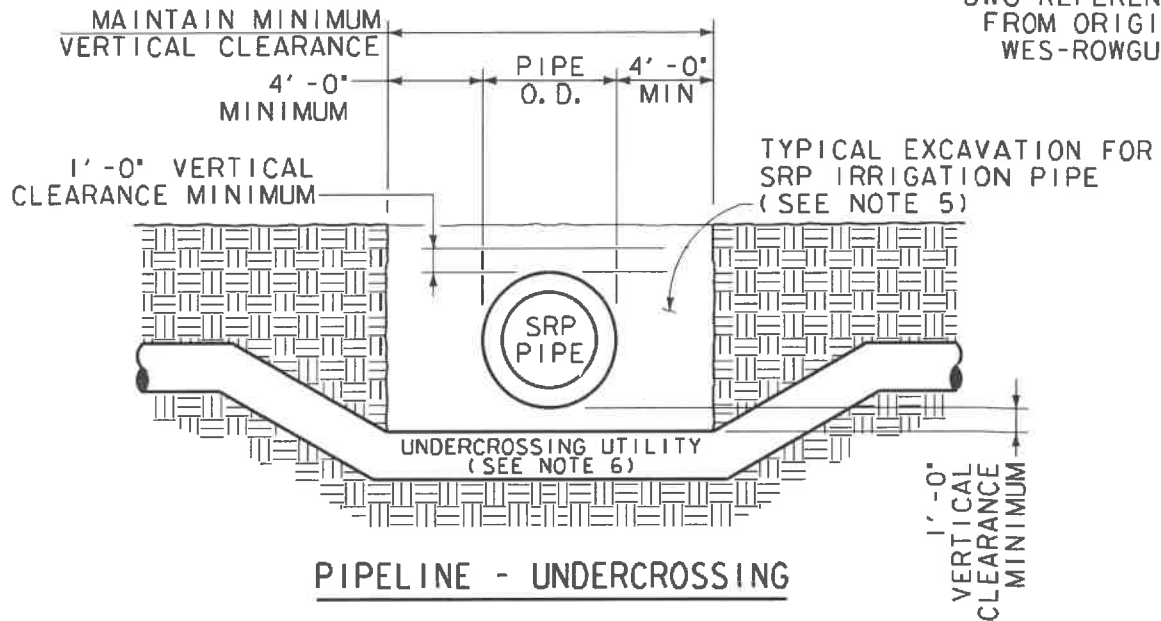
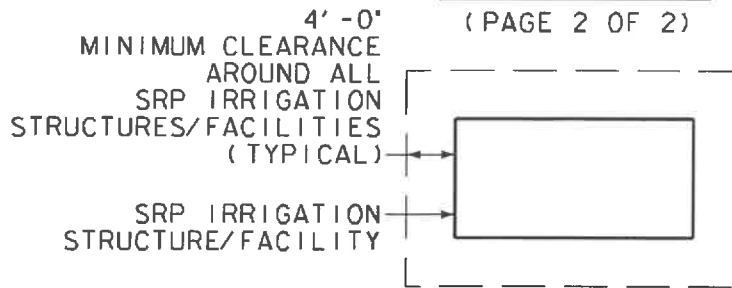


EXHIBIT B

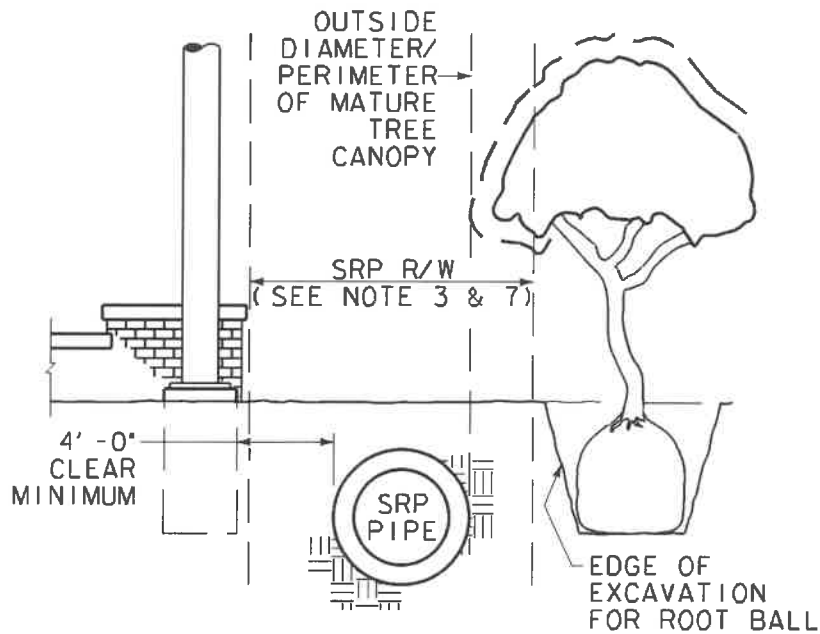
(PAGE 2 OF 2)

REV NO.	DATE
7	10/26/20

DWG REFERENCED
FROM ORIGINAL
WES-ROWGUIDE



IRRIGATION STRUCTURE/FACILITY CLEARANCE



PIPELINES - LANDSCAPING

NOTES

1. THESE GUIDELINES ARE PROVIDED AS A GENERAL AID TO PLANNING. ACTUAL SRP REQUIREMENTS MAY VARY BASED ON SITE-SPECIFIC CONDITIONS, OPERATIONAL CONSIDERATIONS, ETC.
2. AN SRP LICENSE IS REQUIRED FOR UTILITIES CROSSING/PARALLEL TO SRP IRRIGATION PIPE IN SRP RIGHT-OF-WAY. SRP REQUIRES ENGINEER DESIGNED UTILITY CROSSING/LOCATION AND EXCAVATION PLAN.
3. SRP MAY LICENSE LIMITED USES OF ITS RIGHT-OF-WAY SUCH AS PARKING, SIDEWALK, LAWN, ETC. POLES, STRUCTURES AND TREES ARE TYPICALLY NOT PERMITTED IN SRP RIGHT-OF-WAY. INCLUDE DESIGN DRAWINGS FOR PROPOSED USE WHEN SUBMITTING REQUEST TO SRP FOR LICENSE.
4. UTILITIES PARALLEL TO SRP IRRIGATION PIPE ARE REVIEWED ON A CASE-BY-CASE BASIS. LOCATE PARALLEL UTILITY OUTSIDE OF AREA SRP EXCAVATES WHEN MAINTAINING IRRIGATION PIPE. TYPICAL EXCAVATION INCLUDES AREA ABOVE AND TO EACH SIDE OF SRP IRRIGATION PIPE. SIDE EXCAVATION IS 4' - 0" FROM THE OUTSIDE DIAMETER OF THE SRP IRRIGATION PIPE.
5. OTHER UTILITIES ARE NOT PERMITTED IN THESE AREAS.
6. PRIMARY POWER/ELECTRIC FACILITIES, GAS, AND SEWER, MUST GO UNDER THE SRP IRRIGATION PIPE. OVERCROSSINGS OF TRAFFIC SIGNAL, STREET LIGHT ELECTRICAL FACILITIES, WATER, AND COMMUNICATIONS, ARE ALLOWED UP TO 3" IN CONDUIT AS LONG AS THE 1' - 0" CLEARANCE OVER THE PIPE IS MET.
7. REQUESTS TO INSTALL TREE PLANTERS CAN OCCUR ANYWHERE WITHIN THE SRP R/W LIMITS AND ARE REVIEWED ON A CASE-BY-CASE BASIS.