

ORDINANCE NO. O24-48

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 COMPANY ON CITY PROPERTY LOCATED AT 6420 WEST MYRTLE AVENUE AND DIRECTING THE CITY CLERK TO RECORD A CERTIFIED COPY OF THIS ORDINANCE.

WHEREAS, the City owns Maricopa County Assessor Parcel Number 143-35-004 in the City of Glendale; and

WHEREAS, the City is constructing a new Police Evidence Storage Facility, CIP202149 on said parcel; and

WHEREAS, to support the facility, Arizona Public Service Company (“APS”) is requesting the City grant a utility easement, as legally described in Exhibit “B”; and

WHEREAS, the City is willing to provide APS with the utility 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 Utility Easement to APS 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 easement for recording to the Maricopa County Recorder’s Office.

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 26<sup>th</sup> day of November, 2024.

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Mayor Jerry P. Weiers

ATTEST:

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Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

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Michael D. Bailey, City Attorney

REVIEWED BY:

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Kevin R. Phelps, City Manager

**ATTACHMENT 1**

SW 6 2N 2E  
33.542972, -112.197684  
APN 143-35-004  
CCW-24-265  
WA792000  
SER RLM

## UTILITY EASEMENT

**THE 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, **THE CITY OF GLENDALE**, an Arizona municipal corporation, has caused this Utility Easement to be executed by its duly authorized representative, this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

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

ATTEST:

\_\_\_\_\_  
Julie K. Bower, City Clerk (Seal)

APPROVED AS TO FORM:

\_\_\_\_\_  
Michael D. Bailey, City Attorney

STATE OF ARIZONA        )  
                                      ) ss.  
County of Maricopa        )

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 202\_ by Kevin R. Phelps, City Manager for the City of Glendale, who acknowledged that he executed this instrument for the purposes contained therein.

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

My commission expires: \_\_\_\_\_

## **EXHIBIT "A"**

**LEGAL DESCRIPTION OF GRANTOR'S PROPERTY  
(INSTR. #2005-1644046 M.C.R.)**

**The Southeast quarter of Lot 20, HADSELL'S ADDITION TO GLENDALE, according to Book 2 of Maps, Page 10, records of Maricopa County, Arizona.**

# EXHIBIT "B"

## LEGAL DESCRIPTION FOR THE CITY OF GLENDALE ARIZONA PUBLIC SERVICE EASEMENT AREA

A UTILITY EASEMENT LOCATED WITHIN THE SOUTHEAST QUARTER OF LOT 20 OF HADSELL'S ADDITION TO GLENDALE, AS RECORDED IN BOOK 2 OF MAPS, PAGE 10, MARICOPA COUNTY RECORDS, ARIZONA, BEING LOCATED WITHIN THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 2 NORTH, RANGE 2 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 20;

THENCE SOUTH 89°00'47" WEST, ALONG THE SOUTH LINE OF SAID LOT 20, A DISTANCE OF 331.02 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID LOT 20;

THENCE DEPARTING SAID SOUTH LINE, NORTH 00°09'47" WEST, ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID LOT 20, A DISTANCE OF 8.00 FEET;

THENCE DEPARTING SAID WEST LINE, NORTH 89°00'47" EAST, ALONG A LINE BEING 8.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 20, A DISTANCE OF 199.17 FEET;

THENCE DEPARTING SAID PARALLEL LINE, NORTH 00°08'43" WEST, A DISTANCE OF 117.29 FEET;

THENCE SOUTH 89°27'00" WEST, A DISTANCE OF 20.70 FEET;

THENCE NORTH 00°33'00" WEST, A DISTANCE OF 15.33 FEET;

THENCE NORTH 89°27'00" EAST, A DISTANCE OF 28.81 FEET;

THENCE SOUTH 00°08'43" EAST, A DISTANCE OF 132.56 FEET;

THENCE NORTH 89°00'47" EAST, ALONG A LINE BEING 8.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 20, A DISTANCE OF 123.84 FEET TO THE EAST LINE OF SAID LOT 20;

THENCE DEPARTING SAID PARALLEL LINE, SOUTH 00°09'53" EAST, ALONG SAID EAST LINE, A DISTANCE OF 8.00 FEET TO THE TRUE POINT OF BEGINNING.

EASEMENT AREA CONTAINS 4,027 SQUARE FEET, OR 0.092 ACRES, MORE OR LESS.



W. 1/4 CORNER SECTION 6

CENTER OF SECTION 6 B.C.H.H.

W. ORANGEWOOD AVENUE

S88°56'01"W 2454.99'

APN 143-35-002C  
N88°58'05"E 331.00'



CITY OF GLENDALE  
DOC. NO. 2005-1644046, MCR  
A PORTION OF LOT 20 OF  
"HADSELL'S ADDITION TO  
GLENDALE"  
BOOK 2, PAGE 10, MCR  
APN 143-35-004

THE SOUTHWEST CORNER OF THE  
SOUTHEAST QUARTER OF LOT 20

APN 143-35-003  
N00°09'47"W 624.77'

S00°09'53"E 625.03'  
APN 143-35-001B

S00°18'04"W 1317.37'  
N. 63RD AVENUE

SEE DETAIL "A"  
ON SHEET 3

THE SOUTHEAST  
CORNER OF LOT 20  
TRUE POINT  
OF BEGINNING

IRON PIPE

S89°00'47"W 331.02'  
662.36'

661.90'

S89°00'47"W 1324.26'

SEE SHEET 3  
FOR LEGEND

C.O.G. B.C.F.

W. MYRTLE AVENUE  
66' R/W



	<b>EXHIBIT "B"</b>
JOB # WA792000	DATE: 10/10/2024
SW 1/4 SEC 6 T2N R2E	
SCALE: 1"=100'	INDEX: CCW-24-265
R/W: S. REVORD	
SURVEY: R. ENRIQUEZ	
DRAWN BY: M. SMITH	SHEET 02 OF 03

N00°09'47"W 624.77'  
616.77'

CITY OF GLENDALE  
DOC. NO. 2005-1644046, MCR  
A PORTION OF LOT 20 OF  
"HADSELL'S ADDITION TO  
GLENDALE"  
BOOK 2, PAGE 10, MCR  
APN 143-35-004

THE SOUTHWEST CORNER OF THE  
SOUTHEAST QUARTER OF LOT 20

DETAIL "A"

THE SOUTHEAST  
CORNER OF LOT 20  
TRUE POINT  
OF BEGINNING

N00°08'43"W 117.29'  
S00°08'43"E 132.56'













617.03'  
S00°09'53"E 625.03'

8.00'  
N89°00'47"E 199.17'

8.00'  
N89°00'47"E 123.84'

S89°00'47"W 331.02'

LEGEND

-  EASEMENT AREA
  -  PROPERTY LINE
  -  CENTERLINE
  -  SECTION LINE
  -  SECTION CORNER
  -  PROPERTY CORNER
  -  FOUND MONUMENT AS NOTED
  -  B.C.F.
  -  B.C.H.H.
  -  C.O.G.
  -  MCR
  -  RAW
- BRASS CAP FLUSH  
BRASS CAP IN HAND HOLE  
CITY OF GLENDALE  
MARICOPA COUNTY RECORDS  
RIGHT OF WAY

LINE TABLE

LINE	BEARING	DISTANCE
L1	S00°59'13"E	33.00'
L2	S89°27'00"W	20.70'
L3	N00°33'00"W	15.33'
L4	N89°27'00"E	28.81'



EXHIBIT "B"

JOB #	WA792000	DATE:	10/10/2024
SW 1/4	SEC 6	T2N	R2E
SCALE:	1"=50'		
INDEX:	CCW-24-265		
SURVEY: R. ENRIQUEZ			
DRAWN BY: M. SMITH			
SHEET 03 OF 03			