

ORDINANCE NO. O24-49

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 AT 14061 NORTH 59<sup>TH</sup> AVENUE AND DIRECTING THE CITY CLERK TO RECORD A CERTIFIED COPY OF THIS ORDINANCE.

WHEREAS, the City owns Maricopa County Assessor Parcel Number 200-74-949A in the City of Glendale; and

WHEREAS, the City is constructing a new fire station, CIP202129; and

WHEREAS, to support the Fire Station 153, Arizona Public Service (“APS”) is requesting the City grant a utility easement, as legally described in Attachment 1; 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.

\_\_\_\_\_  
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**

SW 8 3N 2E  
33.613893, -112.185357  
APN 200-74-949A  
CCW-24-263  
WA801244  
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. #2024-0003068 M.C.R.)

NEW LOT 1, LOT TIE FOR GLENDALE FIRE STATION 153, BOOK 1777 OF MAPS, PAGE 9,  
OFFICIAL RECORDS OF THE COUNTY RECORDER, MARICOPA COUNTY, ARIZONA.

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

A UTILITY EASEMENT LOCATED WITHIN A PORTION OF "NEW LOT 1" OF THE "LOT TIE FOR GLENDALE FIRE STATION 153" AS RECORDED IN BOOK 1777, PAGE 9, MARICOPA COUNTY RECORDS, LYING WITHIN THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 3 NORTH, RANGE 2 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A CITY OF GLENDALE BRASS CAP IN HAND HOLE MARKING THE SOUTHWEST CORNER OF SAID SECTION 8, FROM WHICH A CITY OF GLENDALE BRASS CAP FLUSH MARKING THE WEST QUARTER CORNER BEARS NORTH 00°36'51" EAST, A DISTANCE OF 2621.45 FEET;

THENCE NORTH 00°36'51" EAST, ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 929.32 FEET TO A CITY OF GLENDALE BRASS CAP FLUSH MARKING THE INTERSECTION OF NORTH 59<sup>TH</sup> AVENUE AND WEST DAILEY STREET;

THENCE SOUTH 89°43'25" EAST, ALONG THE CENTERLINE OF WEST DAILEY STREET TO A MAG NAIL WITH TAG "RLS 38862", A DISTANCE OF 229.58 FEET;

THENCE DEPARTING SAID CENTERLINE, NORTH 00°36'51 EAST, A DISTANCE OF 30.00 FEET TO THE SOUTHEAST CORNER OF "NEW LOT 1";

THENCE NORTH 89°43'25" WEST, ALONG THE SOUTH LINE OF "NEW LOT 1", A DISTANCE OF 93.53 FEET;

THENCE DEPARTING SAID SOUTH LINE, NORTH 00°16'35" EAST, A DISTANCE OF 6.00 FEET TO THE NORTHERLY LINE OF AN EXISTING UTILITY EASEMENT, AS RECORDED IN DOCKET 10295, PAGE 1103, MARICOPA COUNTY RECORDS AND THE TRUE POINT OF BEGINNING;

THENCE NORTH 89°43'25" WEST, ALONG THE NORTHERLY LINE OF SAID EXISTING UTILITY EASEMENT, A DISTANCE OF 11.50 FEET;

THENCE DEPARTING SAID NORTHERLY LINE, NORTH 00°16'35 EAST, A DISTANCE OF 4.00 FEET;

THENCE SOUTH 89°43'25" EAST, A DISTANCE OF 11.50 FEET;

THENCE SOUTH 00°16'35" WEST, A DISTANCE OF 4.00 FEET TO THE NORTHERLY LINE OF SAID EXISTING UTILITY EASEMENT AND THE TRUE POINT OF BEGINNING;

EASEMENT AREA CONTAINS 46 SQUARE FEET,  
OR 0.001 ACRES, MORE OR LESS.





W. 1/4 CORNER  
SECTION 8  
C.O.G. B.C.F.

1300.32'

L7

APN 200-74-467

APN 200-74-466

APN 200-74-465

S89°43'25"E 184.58'

45'  
R/W

N. 59TH AVENUE

N00°36'51"E 2621.45'

391.81'

N00°36'51"E 349.74'

CITY OF GLENDALE  
NEW LOT 1 OF  
LOT TIE FOR  
"GLENDALE FIRE STATION 153"  
BOOK 1777, PAGE 9, MCR  
APN 200-74-949A

APN 200-74-508

APN 200-74-509

APN 200-74-510

APN 200-74-511

S00°36'51"W 361.81'

6' UTILITY EASEMENT  
DOCKET 10295, PAGE 1103, MCR

SEE DETAIL "A"  
ON SHEET 3

C7

N89°43'25"W 172.51'

L1

S89°43'25"E 229.58'

W. DAILEY STREET

30' R/W

SEE LEGEND  
ON SHEET 3

929.32'

SW. CORNER  
SECTION 8  
C.O.G. B.C.H.H.  
POINT OF COMMENCEMENT

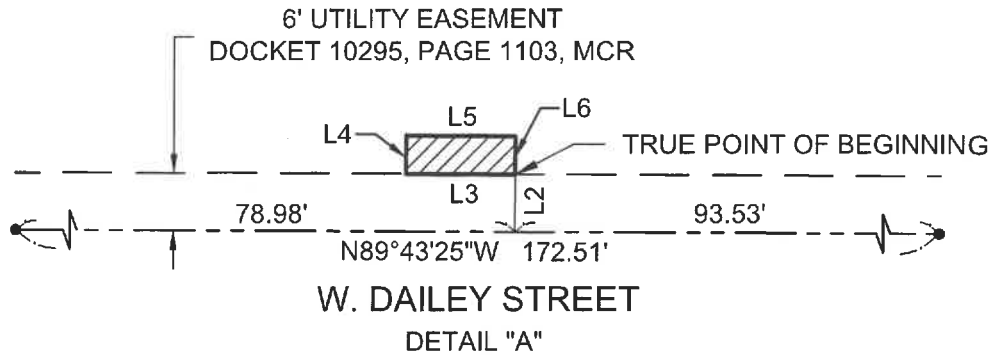


**EXHIBIT "B"**

JOB # WA801244	DATE: 10/23/2024
SW 1/4 SEC 8 T 3N R 2E	
SCALE: 1"=50'	INDEX: CCW-24-263
R/W: S. REVORD	
SURVEY: E. COFFEY	
DRAWN BY: M SMITH	SHEET 02 OF 03

## CURVE TABLE

NO.	LENGTH	RADIUS	DELTA (Δ)	TANGENT	CHORD	CHORD-BEARING
C1	18.92'	12.00'	090°20'15"	12.07'	17.02'	N44° 33' 17"W



## LINE TABLE

LINE	BEARING	DISTANCE
L1	N00°36'51"E	30.00'
L2	N00°16'35"E	6.00'
L3	N89°43'25"W	11.50'
L4	N00°16'35"E	4.00'
L5	S89°43'25"E	11.50'
L6	S00°16'35"W	4.00'
L7	S89°43'25"E	45.00'

DOCUMENTS USED IN THE  
CREATION OF THIS EXHIBIT:  
DEDICATION OF  
PUBLIC RIGHT OF WAY  
DOC. NO. 2024-0160959, MCR

NOTE: IT IS THE INTENT TO BE  
COINCIDENT WITH THE EXISTING  
UTILITY EASEMENT WITH NO GAP  
OR OVERLAP

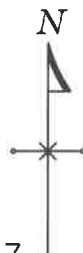
EASEMENT AREA CONTAINS 46  
SQUARE FEET, OR 0.001 ACRES,  
MORE OR LESS

**CITY OF GLENDALE**  
NEW LOT 1 OF  
LOT TIE FOR  
"GLENDALE FIRE STATION 153"  
BOOK 1777, PAGE 9, MCR  
APN 200-74-949A



### LEGEND

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



	<b>EXHIBIT "B"</b>
JOB # WA801244	DATE: 10/23/2024
SW 1/4 SEC 8 T 3N R 2E	
SCALE: 1"=20'	INDEX: CCW-24-263
R/W: S. REVORD	
SURVEY: E. COFFEY	
DRAWN BY: M SMITH	SHEET 03 OF 03