

ORDINANCE NO. O25-05

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 LOCATED AT THE SOUTHWEST CORNER OF NORTHERN AVENUE AND 75TH AVENUE AND DIRECTING THE CITY CLERK TO RECORD A CERTIFIED COPY OF THIS ORDINANCE.

WHEREAS, Shea Homes Limited Partnership, a California Limited Partnership (Shea Homes) is the current owner and developer of the real property located at the southwest corner of Northern Avenue and 75th Avenue; and

WHEREAS, incidental to Shea Homes development of said property, an irrigation pipeline owned, operated and managed by the Salt River Project Agricultural Improvement and Power District ("SRP") exists in City's Northern Avenue right-of-way and will be relocated to the south, as depicted in the attached map and legally described in Exhibit A; and

WHEREAS, the City is willing to provide SRP with the Irrigation Easement to protect its facilities as attached hereto 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.

SECTION 2. That the City Council hereby authorized the City Manager to execute the Easement, which is attached hereto as Attachment 1, granting the Irrigation Easement to the SRP.

SECTION 3. 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 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 following page)

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this 28th day of January, 2025.

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

WHEN RECORDED MAIL TO:

SALT RIVER PROJECT

Land Department/PAB10W

P. O. Box 52025

Phoenix, Arizona 85072-2025

IRRIGATION EASEMENT

Maricopa County
NE ¼, SEC. 2, T2N, R1E

Agt. Heather Chubinsky
Job # LJ97940 / 2300569
W: HCC C: JEP
R/W #2656

KNOW ALL MEN BY THESE PRESENTS:

That

CITY OF GLENDALE, ("Grantor"),
an Arizona municipal corporation

FOR AND IN CONSIDERATION OF THE SUM of One Dollar, and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant to the **SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT**, ("Grantee"), an agricultural improvement district organized and existing under the laws of the State of Arizona, its successors and assigns, for itself and on behalf of the United States of America and as manager of the federal Salt River Reclamation Project, the right, easement and privilege to construct, reconstruct, operate, repair, and maintain an irrigation pipeline and irrigation turnout structure together with all the necessary and appurtenant facilities through, over, under and across the following described property:

Exhibit "A" attached hereto and made by reference a part hereof.

Grantor shall not convey any easements or grant any permits within the easement areas in which the facilities do not comply with the specifications shown in Exhibit B attached hereto and by this reference made a part hereof.

Grantor shall not erect, construct or permit to be erected or constructed any building or other structure, plant any trees, drill any well, install swimming pools, or alter ground level by cut or fill, within the limits of said easement, which do not comply with said Exhibit B.

Grantee shall have the right, but not the obligation, to erect, maintain and use gates in all fences which now cross said easement and to trim, cut and clear away trees or brush whenever in its judgment the same shall be necessary for the convenient and safe exercise of the rights hereby granted.

The Grantee shall at all times have the right of full and free ingress and egress to said easement for the purpose heretofore specified.

Grantor and Grantee acknowledge that from time to time Grantee may find it necessary to construct, reconstruct, operate and maintain irrigation facilities and appurtenant conveniences lying within the easement areas.

Grantor shall pay Grantee all costs and expenses of any relocation of the irrigation facilities requested by Grantor, including but not limited to, the relocation of the facilities into the easement area described above. Grantee shall pay all costs and expenses of any relocation of the irrigation facilities requested by Grantee.

In the event the right, privilege and easement herein granted shall be abandoned and permanently cease to be used for the purpose herein granted, all rights herein granted shall cease and revert to the Grantors, their heirs or assigns.

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, successors in ownership and estate, assigns and lessees of the respective parties hereto.

Notwithstanding any of the aforesaid provisions, the easement rights granted herein shall be further subject to the following covenants, restrictions and conditions:

1. Grantor reserves the right to construct, install, operate, maintain, repair, replace and reinstall surface parking areas, driveways, roadways, sidewalks, curbs and gutters, landscaping, irrigation lines and street lighting on the surface of the easement areas.
2. Grantor reserves the right to construct and install public utilities, and to grant easements and permits for public utility purposes, in, upon, under, over and across the easement areas, subject to compliance with the specifications shown in Exhibit B attached hereto and by this reference made a part hereof.
3. In the event that any repair, maintenance, replacement or installation of the irrigation facilities and appurtenant conveniences will cause a disturbance or a disruption of any public street or paved roadway, Grantee shall notify Grantor, pursuant to existing practices, before Grantee undertakes any such action. In the event of an emergency, Grantee shall have use of any public street or paved roadway as it reasonably deems necessary and appropriate to correct, repair, replace or reconstruct irrigation facilities affected by the emergency and notify Grantor, pursuant to existing practices, as soon as practical after responding to the emergency. Grantee shall provide for advance warning signs, barricades, flagmen, flares, and other devices when necessary to protect the roadway user as set forth in the "Manual on Uniform Traffic Control Devices" and any amendments and/or revisions thereto.

If Grantee performs excavation activities on the easement areas and Grantee damages any improvements of Grantor that are in compliance with Grantor's requirements hereunder, Grantee will promptly restore such improvements to as close to their condition prior to such damage as is reasonably possible at the expense of Grantee.

4. Grantor shall warrant and defend the rights, easements and privileges hereby granted and the priority of this easement against all persons whomsoever.

IN WITNESS WHEREOF, THE CITY OF GLENDALE, an Arizona municipal corporation, has caused its name to be executed by its duly authorized representative(s) this _____ day of _____, 2025.

THE CITY OF GLENDALE,
an Arizona municipal corporation

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)

On this _____ day of _____, 2025, by Kevin R. Phelps, as City Manager for the CITY OF GLENDALE, an Arizona municipal corporation, who acknowledged that he executed this instrument for the purposes therein contained.

Notary Public
My Commission Expires: _____

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"
LEGACY PLACE PHASE 1 GLENDALE
SRP EASEMENT
GLENDALE
LEGAL DESCRIPTION

APN: None
SRP Job Number: LJ97940
Prepared by: Hilgart Wilson, LLC
Date: December 2, 2024

Portions of the Northeast Quarter of Section 2, Township 2 North, Range 1 East of the Gila and Salt River Meridian, Maricopa County, Arizona, being more particularly described as follows:

EASEMENT 1;

COMMENCING at a found 3 inch Maricopa County Department of Transportation brass cap in hand hole accepted as the Northeast corner of said Section 2 from which a found 3 inch Maricopa County Department of Transportation brass cap in hand hole accepted as the North Quarter corner thereof bears South 88 Degrees 31 Minutes 05 Seconds West, 2662.45 feet (Basis of Bearings);

Thence South 88 Degrees 31 Minutes 05 Seconds West, 365.61 feet along the north line of said Northeast Quarter;

Thence leaving said north line, South 01 Degrees 28 Minutes 55 Seconds East, 33.00 feet to the **POINT OF BEGINNING**;

Thence South 88 Degrees 31 Minutes 05 Seconds West, 72.08 feet parallel with and 33.00 feet south of the north line of said Northeast Quarter;

Thence leaving said parallel line, South 01 Degrees 28 Minutes 55 Seconds East, 18.00 feet;

Thence South 88 Degrees 31 Minutes 05 Seconds West, 1354.56 feet parallel with and 51.00 feet south of the north line of said Northeast Quarter;

Thence leaving said parallel line, South 58 Degrees 10 Minutes 24 Seconds West, 5.14 feet;

Thence South 88 Degrees 31 Minutes 05 Seconds West, 34.55 feet parallel with and 53.97 feet south of the north line of said Northeast Quarter;

Thence leaving said parallel line, North 61 Degrees 08 Minutes 15 Seconds West, 5.14 feet;

Thence South 88 Degrees 31 Minutes 00 Seconds West, 618.04 feet to the east line of the parcel of land described in document 1995-049714, Maricopa County Records;

Thence North 00 Degrees 01 Minutes 15 Seconds East, 20.01 feet along said east line;

Thence leaving said east line, North 88 Degrees 31 Minutes 00 Seconds East, 622.94 feet;

Thence South 61 Degrees 08 Minutes 15 Seconds East, 5.14 feet;

Thence North 88 Degrees 31 Minutes 05 Seconds East, 23.71 feet;

Thence North 58 Degrees 10 Minutes 24 Seconds East, 5.14 feet;

Thence North 88 Degrees 31 Minutes 05 Seconds East, 1422.39 feet parallel with and 31.00 feet south of the north line of said Northeast Quarter;

Thence leaving said parallel line, South 79 Degrees 48 Minutes 09 Seconds East, 9.88 feet to the **POINT OF BEGINNING**;

TOGETHER WITH;

EASEMENT 2;

COMMENCING at a found 3 inch Maricopa County Department of Transportation brass cap in hand hole accepted as the Northeast corner of said Section 2 from which a found 3 inch Maricopa County Department of Transportation brass cap in hand hole accepted as the North Quarter corner thereof bears South 88 Degrees 31 Minutes 05 Seconds West, 2662.45 feet;

Thence South 88 Degrees 31 Minutes 05 Seconds West, 44.85 feet along the north line of said Northeast Quarter to the **POINT OF BEGINNING**;

Thence South 03 Degrees 34 Minutes 31 Seconds West, 33.13 feet;

Thence South 88 Degrees 31 Minutes 57 Seconds West, 20.08 feet;

Thence North 03 Degrees 34 Minutes 31 Seconds East, 33.12 feet to the north line of said Northeast Quarter;

Thence North 88 Degrees 31 Minutes 05 Seconds East, 20.08 feet along said north line to the **POINT OF BEGINNING**;

TOGETHER WITH:

EASEMENT 3;

COMMENCING at a found 3 inch Maricopa County Department of Transportation brass cap in hand hole accepted as the Northeast corner of said Section 2 from which a found 3 inch Maricopa County Department of Transportation brass cap in hand hole accepted as the North Quarter corner thereof bears South 88 Degrees 31 Minutes 05 Seconds West, 2662.45 feet;

Thence South 88 Degrees 31 Minutes 05 Seconds West, 10.50 feet along the north line of said Northeast Quarter to the **POINT OF BEGINNING**;

Thence leaving said north line, South 00 Degrees 33'20" West, 34.99 feet;

Thence North 89 Degrees 33 Minutes 17 Seconds East, 10.62 feet to the east line of said Northeast Quarter;

Thence South 00 Degrees 21 Minutes 51 Seconds West, 20.00 feet along said east line;

Thence leaving said east line, South 89 Degrees 33 Minutes 17 Seconds West, 10.68 feet;

Thence South 00 Degrees 33 Minutes 20 Seconds West, 39.78 feet to the northerly boundary line of Legacy Place Phase 1 recorded in Book 1791, Page 1, Maricopa County Records;

Thence North 89 Degrees 21 Minutes 56 Seconds West, 22.19 feet along said northerly boundary line;

Thence leaving said northerly boundary line, North 00 Degrees 21 Minutes 51 Seconds East, 60.93 feet;

Thence South 88 Degrees 31 Minutes 05 Seconds West, 4.61 feet;

Thence North 00 Degrees 33 Minutes 20 Seconds East, 33.02 feet;

Thence North 88 Degrees 31 Minutes 05 Seconds East, 27.02 feet to the **POINT OF BEGINNING**.

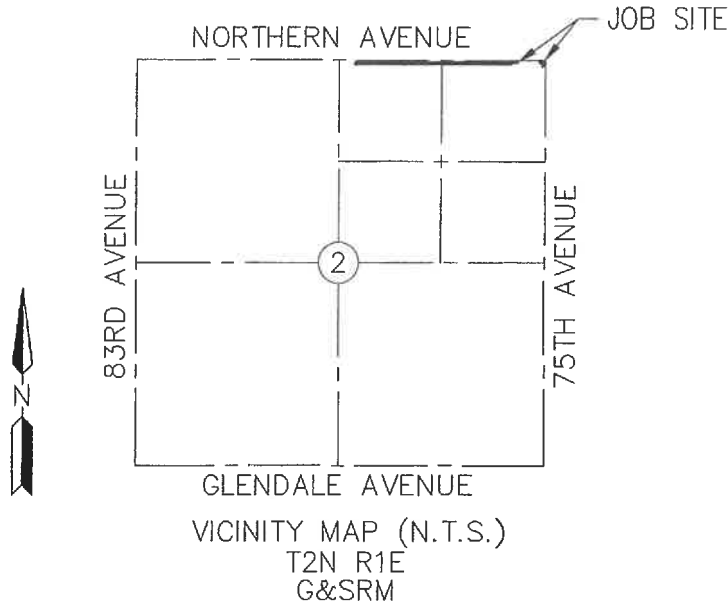
The above described parcels contain a computed area of 43,612 sq. ft. (1.0012 acres) more or less and being subject to any easements, restrictions, rights-of-way of record or otherwise.

The description shown hereon is not to be used to violate any subdivision regulation of the state, county and/or municipality or any land division restrictions.

Prepared by: HILGARTWILSON, LLC
2141 E. Highland Avenue, Suite 250
Phoenix, AZ 85016
Project No.: 2143
Date: December 2024



EXHIBIT "A"



ABBREVIATION TABLE

APN	ASSESSORS PARCEL NUMBER
BK	BOOK
DOC.	DOCUMENT
HH	HAND HOLE
MCR	MARICOPA COUNTY RECORDER
MCDOT	MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION
PG	PAGE
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
SEC	SECTION
N.T.S.	NOT TO SCALE

LEGEND

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



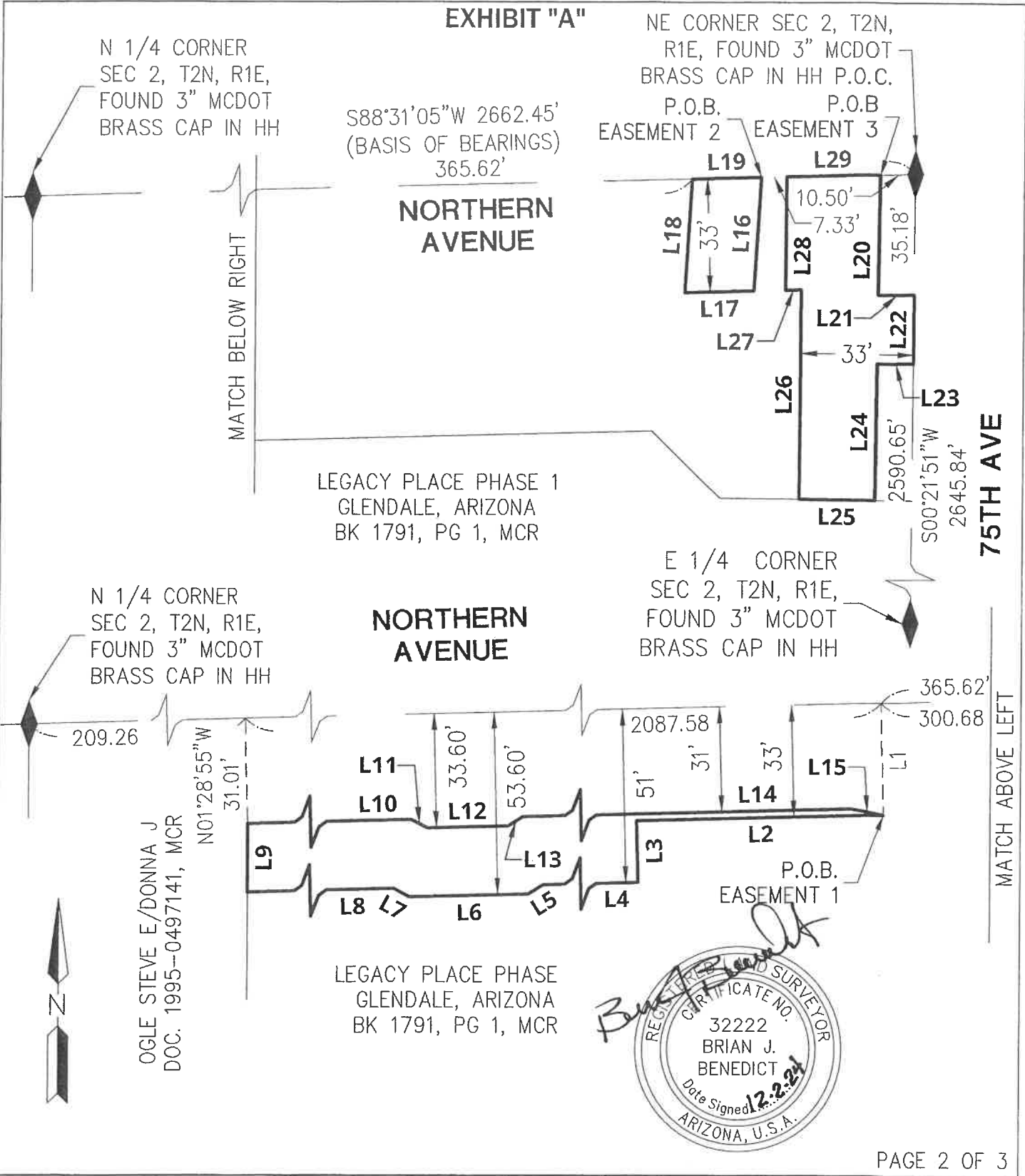
PAGE 1 OF 3

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.

LEGACY PLACE PHASE I
75TH AVENUE & NORTHERN AVENUE
SECTION 2, T2N, R1E
MARICOPA COUNTY, ARIZONA

EXHIBIT "A"



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LEGACY PLACE PHASE I
 75TH AVENUE & NORTHERN AVENUE
 SECTION 2, T2N, R1E
 MARICOPA COUNTY, ARIZONA

EXHIBIT "A"

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L1	S01°28'55"E	33.00'
L2	S88°31'05"W	72.08'
L3	S01°28'55"E	18.00'
L4	S88°31'05"W	1354.56'
L5	S58°10'24"W	5.14'
L6	S88°31'05"W	34.55'
L7	N61°08'15"W	5.14'
L8	S88°31'00"W	618.04'
L9	N00°01'15"E	20.01'
L10	N88°31'00"E	622.94'
L11	S61°08'15"E	5.14'
L12	N88°31'05"E	23.71'
L13	N58°10'24"E	5.14'
L14	N88°31'05"E	1422.39'
L15	S79°48'09"E	9.88'
L16	S03°34'31"W	33.13'
L17	S88°31'57"W	20.08'
L18	N03°34'31"E	33.12'
L19	N88°31'05"E	20.08'
L20	S00°33'20"W	34.99'

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L21	N89°33'17"E	10.62'
L22	S00°21'51"W	20.00'
L23	S89°33'17"W	10.68'
L24	S00°33'20"W	39.78'
L25	S89°21'56"E	22.19'
L26	N00°21'51"E	60.93'
L27	S88°31'05"W	4.61'
L28	N00°33'20"E	33.02'
L29	N88°31'05"E	27.02'



PAGE 3 OF 3

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LEGACY PLACE PHASE I
 75TH AVENUE & NORTHERN AVENUE
 SECTION 2, T2N, R1E
 MARICOPA COUNTY, ARIZONA

EXHIBIT B

(PAGE 1 OF 2)

REV NO.	DATE
7	10/26/20

DWG REFERENCED FROM ORIGINAL WES-ROWGUIDE

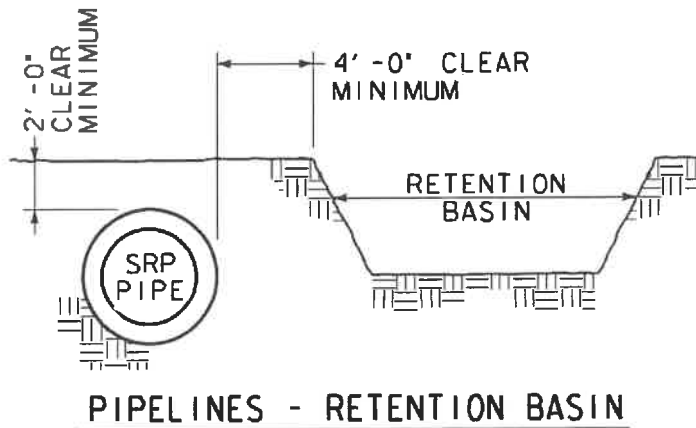
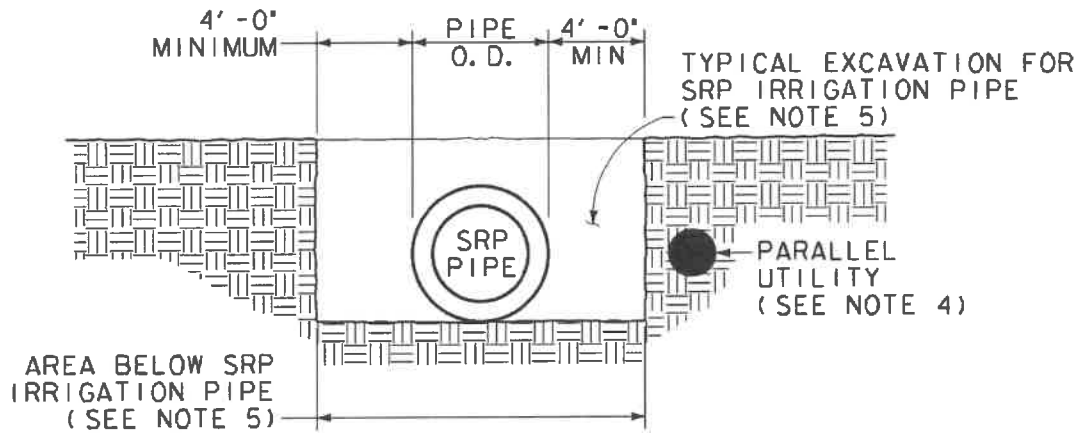
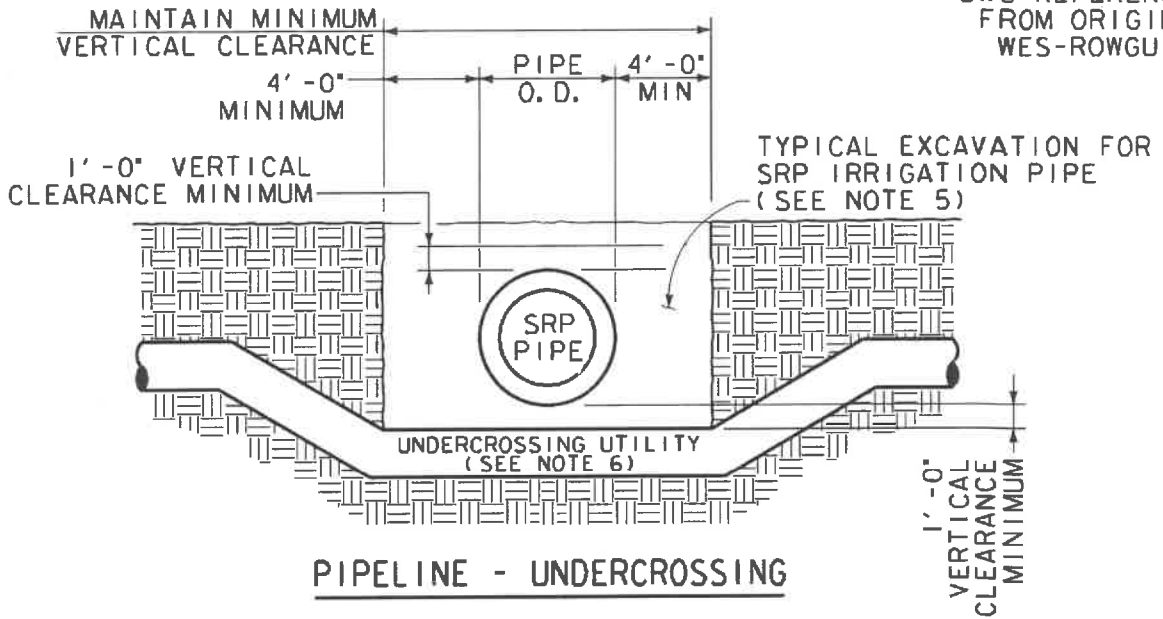
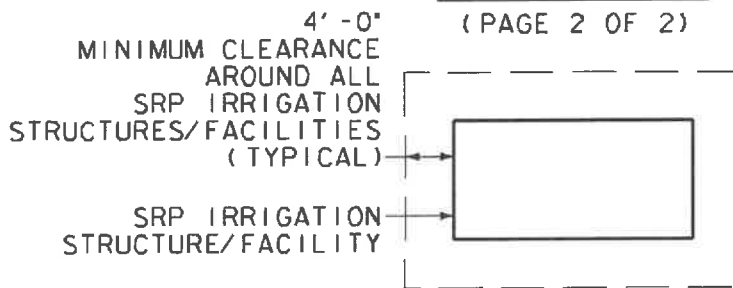


EXHIBIT B

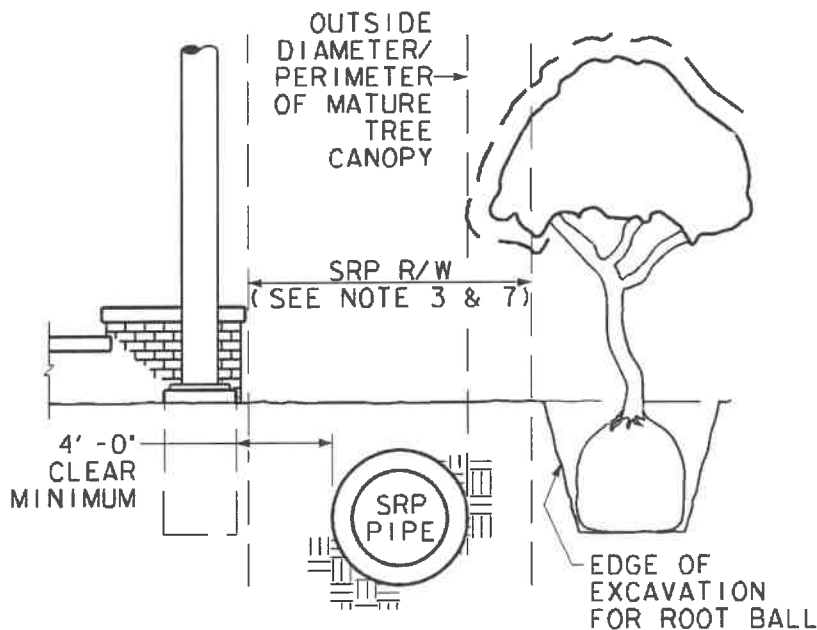
(PAGE 2 OF 2)

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.