

ORDINANCE NO. O25-14

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 6635 NORTH GLEN HARBOR BOULEVARD AND DIRECTING THE CITY CLERK TO RECORD A CERTIFIED COPY OF THIS ORDINANCE.

WHEREAS, the City owns Maricopa County Assessor Parcel Number 102-59-008Y in the City of Glendale which encompasses a portion of the Glendale Municipal Airport; and

WHEREAS, a lessee of the City is constructing a new hangar at the airport; and

WHEREAS, to support the new hangar, Arizona Public Service (“APS”) is requesting the City grant a utility easement which is attached hereto as Attachment 1; and

WHEREAS, the City has determined providing APS with the utility easement is in the public interest.

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 8th day of April, 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

SW 7 2N 1E
33.521755, -112.299236
APN 102-59-008Y
CCW-25-39
WA792749
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. Grantee Facilities shall consist of underground electric lines and appurtenant facilities. In no event may any overhead electric lines and associated overhead equipment be installed unless installed temporarily in an emergency to restore power.

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, taxiway, apron 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. Grantee shall not have the right to transfer, convey or assign its interests in this easement to any other entity (other than to an affiliated entity of Grantee or an entity that acquires from Grantee substantially all of Grantee's electric distribution facilities within the area of Grantor's Property) without prior written consent of Grantor.

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. The provisions of this Utility Easement 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 Premises.

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

A PARCEL OF LAND MORE PARTICULARLY DESCRIBED IN INSTRUMENT #1983-0522846,
OFFICIAL RECORDS OF THE COUNTY RECORDER, MARICOPA COUNTY, ARIZONA.

EXHIBIT "B"
LEGAL DESCRIPTION FOR
THE CITY OF GLENDALE
ARIZONA PUBLIC SERVICE
UTILITY EASEMENT

A PORTION OF THAT CERTAIN PARCEL AS RECORDED IN DOCUMENT NUMBER 1983-0522846, MARICOPA COUNTY RECORDS, LOCATED WITHIN A PORTION OF THE SOUTHWEST QUARTER OF SECTION 7 AND THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 7, TOWNSHIP 2 NORTH, RANGE 1 EAST, FROM WHICH THE SOUTHEAST CORNER OF SECTION 7 BEARS NORTH 87°39'23" EAST, A DISTANCE OF 5169.00 FEET;

THENCE NORTH 87°39'23" EAST, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 7, A DISTANCE OF 1358.37 FEET TO THE WEST LINE OF SAID PARCEL;

THENCE DEPARTING SAID SOUTH LINE, NORTH 00°17'11" EAST, ALONG THE WEST LINE OF SAID PARCEL, A DISTANCE OF 421.28 FEET;

THENCE NORTH 31°51'48" EAST, CONTINUING ALONG SAID WEST LINE, A DISTANCE OF 399.02 FEET;

THENCE DEPARTING SAID WEST LINE, SOUTH 63°16'12" EAST, A DISTANCE OF 270.87 FEET TO THE EAST LINE OF THE EXISTING UTILITY EASEMENT AS RECORDED IN DOCUMENT NUMBER 2012-0097945, MARICOPA COUNTY RECORDS, ALSO BEING THE TRUE POINT OF BEGINNING;

THENCE NORTH 26°13'36" EAST, ALONG THE EAST LINE OF SAID UTILITY EASEMENT, A DISTANCE OF 15.50 FEET;

THENCE DEPARTING SAID UTILITY EASEMENT, SOUTH 63°16'12" EAST, A DISTANCE OF 2.52 FEET;

THENCE NORTH 63°21'54" EAST, A DISTANCE OF 115.97 FEET;

THENCE NORTH 24°57'35" EAST, A DISTANCE OF 37.98 FEET TO THE EAST LINE OF SAID UTILITY EASEMENT AND THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHWEST, FROM WHICH THE RADIUS POINT BEARS NORTH 32°55'13" WEST, A DISTANCE OF 63.34 FEET;

EXHIBIT "B"

THENCE NORTHEASTERLY, A DISTANCE OF 20.82 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 18°50'05";

THENCE DEPARTING SAID UTILITY EASEMENT, SOUTH 24°57'35" WEST, A DISTANCE OF 59.89 FEET;

THENCE SOUTH 63°21'54" WEST, A DISTANCE OF 122.00 FEET;

THENCE SOUTH 26°13'36" WEST, A DISTANCE OF 8.12 FEET;

THENCE NORTH 63°16'12" WEST, A DISTANCE OF 6.93 FEET TO THE EAST LINE OF SAID UTILITY EASEMENT AND THE TRUE POINT OF BEGINNING;

EASEMENT AREA CONTAINS 1,423 SQUARE FEET OR 0.033 ACRES, MORE OR LESS.



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

CITY OF GLENDALE
 DOC. NO. 1983-0522846, MCR
 APN 102-59-008Y



N. 1/4 CORNER SECTION 7
 N89°15'54"W 2640.00'
 W. GLENDALE AVENUE

NE. CORNER SECTION 7

S01°30'16"W
 923.84'

7

APN 102-59-001W
 N87°39'23"E 1870.34'

UTILITY EASEMENT
 PER DOC. NO.
 2012-0097945,
 MCR

SEE DETAIL "A"
 SHEET 4

APN 102-59-001U
 S26°13'56"W 1973.48'

S26°13'56"W 2667.45'

S01°11'40"W 5006.89'

SE. CORNER SECTION 7
 NE. CORNER SECTION 18

POINT OF COMMENCEMENT

N00°17'11"E
 421.28'
 1358.37'

SW. CORNER SECTION 7
 NW. CORNER SECTION 18

APN 102-59-241D
 N31°51'48"E 1586.73'

S87°39'23"W 5169.00'

1972.88'

APN 102-59-008U
 N00°17'11"E 2635.16'

APN 102-59-008P
 S26°13'56"W 1498.94'

APN 102-59-009B

LEGEND

- EASEMENT AREA
- PROPERTY LINE
- EASEMENT LINE
- CENTERLINE
- SECTION LINE
- SECTION CORNER
- PROPERTY CORNER
- MCR
- PUE
- MARICOPA COUNTY RECORDS
- PUBLIC UTILITY EASEMENT

APN 102-59-007H
 S87°40'14"W 1179.35'

APN 102-59-007G
 S00°22'04"W 1317.82'

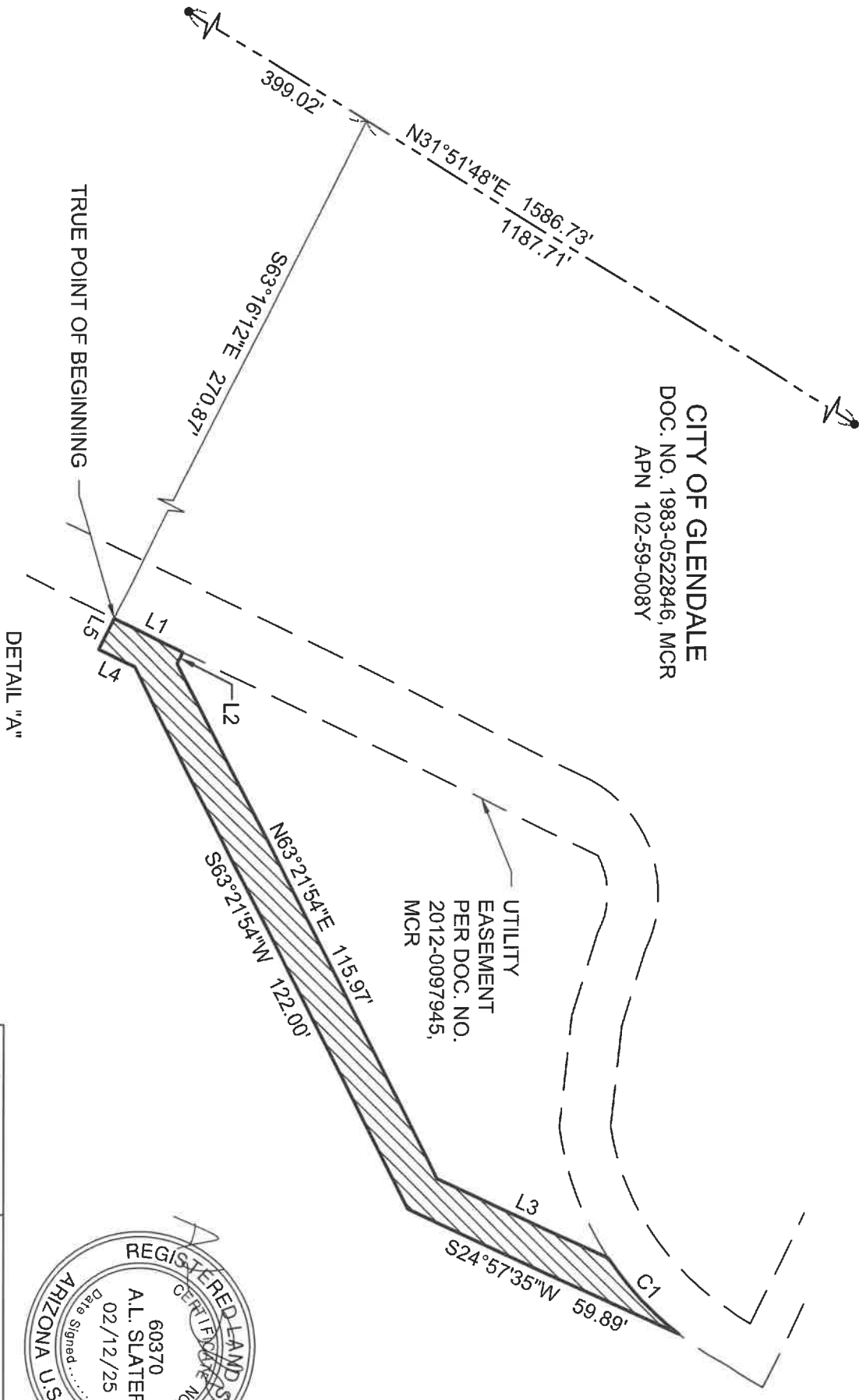
18








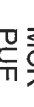
		EXHIBIT "B"	
JOB # WA792749		DATE: 02/12/2025	
SW 1/4	SEC 7	T2N	R1E
SCALE: NTS		INDEX: CCW-25-39	
R/W: S. REVORD			
SURVEY: O. FLORES			
DRAWN BY: S. CLEVELAND		SHEET 3 OF 5	

CITY OF GLENDALE
 DOC. NO. 1983-0522846, MCR
 APN 102-59-008Y

UTILITY
 EASEMENT
 PER DOC. NO.
 2012-0097945,
 MCR



LEGEND

-  EASEMENT AREA
-  PROPERTY LINE
-  EASEMENT LINE
-  PROPERTY CORNER
-  MARICOPA COUNTY RECORDS
-  PUBLIC UTILITY EASEMENT

EASEMENT AREA:
 1423 SQUARE FEET
 OR 0.03 ACRES +/-



EXHIBIT "B"

JOB # WA792749	DATE: 02/12/2025
SW 1/4 SEC 7 T2N R1E	
SCALE: 1"=30'	INDEX: CCW-25-39
R/W: S. REVORD	
SURVEY: O. FLORES	
DRAWN BY: S. CLEVELAND	SHEET 4 OF 5



LINE TABLE

LINE	BEARING	DISTANCE
L1	N26°13'36"E	15.50'
L2	S63°16'12"E	2.52'
L3	N24°57'35"E	37.98'
L4	S26°13'36"W	8.12'
L5	N63°16'12"W	6.93'

CURVE TABLE

NO.	LENGTH	RADIUS	DELTA (Δ)	TANGENT	CHORD	CHORD-BEARING
C1	20.82'	63.34'	018°50'05"	10.51'	20.73'	N47° 39' 44"E



aps	EXHIBIT "B"
JOB # WA792749	DATE: 02/12/2025
SW 1/4 SEC 7 T2N R1E	
SCALE: NTS	INDEX: CCW-25-39
R/W: S. REVORD	
SURVEY: O. FLORES	
DRAWN BY: S. CLEVELAND	SHEET 5 OF 5

Segment #1 : Line
Course: N26° 13' 36"E Length: 15.50'
North: 917857.78' East: 597973.22'

Segment #2 : Line
Course: S63° 16' 12"E Length: 2.52'
North: 917856.64' East: 597975.47'

Segment #3 : Line
Course: N63° 21' 54"E Length: 115.97'
North: 917908.63' East: 598079.13'

Segment #4 : Line
Course: N24° 57' 35"E Length: 37.98'
North: 917943.07' East: 598095.16'

Segment #5 : Curve
Length: 20.82' Radius: 63.34'
Delta: 018° 50' 05" Tangent: 10.51'
Chord: 20.73' Course: N47° 39' 44"E
Course In: N32° 55' 13"W Course Out:
S51° 45' 18"E
RP North: 917996.24' East: 598060.74'
End North: 917957.03' East: 598110.48'

Segment #6 : Line
Course: S24° 57' 35"W Length: 59.89'
North: 917902.73' East: 598085.21'

Segment #7 : Line
Course: S63° 21' 54"W Length: 122.00'
North: 917848.04' East: 597976.16'

Segment #8 : Line
Course: S26° 13' 36"W Length: 8.12'
North: 917840.75' East: 597972.57'

Segment #9 : Line
Course: N63° 16' 12"W Length: 6.93'
North: 917843.87' East: 597966.38'

Perimeter: 389.73' Area: 1422.70 Sq. Ft.
Error Closure: 0.01 Course: S81°
35' 39"E
Error North: -0.002 East: 0.010
Precision 1: 38964.00

