

ORDINANCE NO. 025-30

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE EXECUTION OF A POWER DISTRIBUTION EASEMENT IN FAVOR OF SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT AT SAHUARO RANCH PARK AND DIRECTING THE CITY CLERK TO RECORD A CERTIFIED COPY OF THIS ORDINANCE.

WHEREAS, the City of Glendale (City) owns the Sahuaro Ranch Park; and

WHEREAS, Salt River Project Agricultural Improvement and Power District (SRP) has an existing easement at Sahuaro Ranch Park; and

WHEREAS, SRP is expanding its facilities and is requesting a new easement as legally described in Attachment 1; and

WHEREAS, the City is willing to provide SRP with the power distribution 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 power distribution easement to SRP 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 power transmission 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 24th day of June, 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, Interim City Manager

**WHEN RECORDED MAIL TO:**

**SALT RIVER PROJECT**

Land Department/PAB 10W  
P. O. Box 52025  
Phoenix, Arizona 85072-2025

**EXEMPT PURSUANT TO  
A.R.S. §§ 11-1134(A)(2) and (A)(3)**

---

**POWER DISTRIBUTION EASEMENT**

---

Maricopa County	R/W#: _____	Agt: Henry A Soliz
Parcel #: 143-12-007-M	Job #: <u>LJ91347</u>	<u>T3442923 &amp; T3442932</u>
NE ¼, SEC 30, T03N, R02E	W: _____	C: <u>JEP</u>
		LR #: <u>LR87908</u>

**City of Glendale,  
an Arizona municipal corporation**

hereinafter called Grantor, for and in consideration of the sum of Ten Dollars, and other valuable consideration, receipt and sufficiency of which are 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, and its successors and assigns, hereinafter called Grantee, for use by Grantee and Grantee's employees, contractors, licensees, and invitees, a non-exclusive easement to construct, install, reconstruct, replace, remove, repair, operate and maintain underground electrical conduits and conductors, pipes, cables, switching equipment, transformers, pad-mounted equipment, enclosures, manholes, vaults, and all other appliances, appurtenances and fixtures (collectively, "Facilities") for the transmission and distribution of electricity, communication signals and data, and for all other purposes connected therewith at such locations and elevations, in, upon, over, under, across, through and along the Easement Parcel (defined below), as Grantee may now or hereafter deem convenient or necessary from time to time, together with the right of access to and from the Easement Parcel, over, across, through and along Grantor's Property (defined below) (collectively, the "Easement"). Grantee is hereby authorized to permit others to use the Easement for additional Facilities jointly with or separately from the Grantee for their purposes.

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

**Grantor's Property:**

A portion of the Northeast quarter of Section 30, Township 03 North, Range 02 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being more particularly described in WARRANTY DEED Docket 12003 Page 189, records of Maricopa County, Arizona.

**Easement Parcel:**

**See Exhibit “A” Attached Hereto and Made a Part Hereof**

**CAUTION:** Facilities placed within the Easement Parcel may contain high voltage electrical equipment. Notice is hereby given that the location of underground electrical conductors or facilities must be verified as required by Arizona Revised Statutes, Section 40-360.21, et seq., Arizona Blue Stake Law, prior to any excavation.

The Easement is governed by the following terms and conditions:

1. Modification of Easement Parcel. Grantor acknowledges that field conditions may result in the Facilities being installed within Grantor’s Property in a location that is not within the Easement Parcel. Promptly after discovering the construction or installation of any Facilities outside of the Easement Parcel, Grantee shall obtain Grantor’s agreement with and execution of an amendment to this Easement modifying the legal description of the Easement Parcel to reflect the actual location of the Facilities (the “Amendment”). Upon the recordation of the Amendment, such revised legal description shall have the same force and effect, and create the same priority of interest, as if recorded concurrently with this instrument. Grantor may consent to the execution and recordation of the Amendment through the exercise of its sole discretion.
2. Prohibited Activities. Grantor shall not, whether directly or indirectly by granting permission, construct, install, or place any building or other structure, plant any trees, drill any wells, store materials of any kind, or alter the ground level, within the Easement Parcel. This paragraph 2 does not prohibit the use of the Easement Parcel for such purposes as landscaping (except trees), paved parking, sidewalks and/or driveways, provided that such use is otherwise in accordance with the terms of this Easement, and does not interfere with the efficient operation and maintenance of the Facilities, including access thereto. To obtain clarification as to whether or not a particular construction activity is prohibited by the first sentence of this paragraph 2, Grantor may request Grantee’s prior written approval to grade or install improvements (“Work”) within the Easement Parcel by submitting all construction, grading, or other development plans, as applicable, describing the proposed Work. Grantee may grant or deny such approval through the exercise of Grantee’s sole discretion, provided that Grantee’s review and right to approve shall be limited to whether the proposed Work conflicts with the existing Facilities, including access thereto. Any such approval is hereby subject to Grantor complying with all other provisions of this Easement.
3. Clear Areas. Grantor shall maintain a clear area that extends 3.00 feet from and around all edges of all transformer pads and other equipment pads, and a clear area that extends 12.00 feet immediately in front of all transformer and other equipment openings (“Clear Areas”). No improvements, fixtures, trees, shrubs, or other obstructions shall be placed within the Clear Areas. Grantee shall have the right (but not the obligation) to remove any obstructions within the Clear Areas.
4. Additional Grantee Rights. Grantee shall have the right (but not the obligation) to trim, cut and clear away trees, brush or other vegetation on, or which encroaches into, the Easement Parcel or the Clear Areas, whenever in its judgment the same shall be necessary for the convenient and safe exercise of the rights herein granted. Grantor agrees that any fences or walls which now cross or hereafter cross Grantor’s Property will not prevent Grantee’s access to the Easement Parcel or the Facilities. Grantor further agrees that Grantee can use gates on all such fences or walls for such access.
5. Perpetual Nature of Easement. The Easement, and Grantee’s rights hereunder, shall be perpetual, and shall not terminate until, and unless abandoned through the recordation of a document formally

abandoning the Easement, which references this instrument and is executed and acknowledged by Grantee. Upon such recordation, 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.

6. Successors and Assigns. The benefits and burdens, and the covenants and agreements herein set forth shall run with and burden the land and shall extend and inure in favor and to the benefit of, and shall be binding on Grantor and Grantee and their successors and assigns.

7. Rights and Remedies Cumulative. The rights and remedies hereunder are cumulative, and the exercise of any one or more of such rights or remedies shall not preclude the exercise, at the same or different times, of any other right or remedy available.

8. Private Use. The provisions of this instrument 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 Parcel.

9. Warranty of Title. Grantor represents and warrants that: (i) fee simple title to the Grantor's Property and Easement Parcel is vested in Grantor, and (ii) Grantor has full power and authority to grant the Easement and to perform its obligations under this instrument.

10. Authority to Bind Grantor. The individual executing this instrument represents and warrants: (i) that he or she is authorized to do so on behalf of Grantor, and (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).

**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**



## EXHIBIT "A"

**SRP JOB NUMBER: T3442923 & T3442932**  
**SRP JOB NAME: SAHUARO RANCH PARK CRI EAST & WEST**  
**TTRRSS: 03N 02E 30**

**DATE: 04-24-2025**  
**PAGE: 1 OF 4**

TWO EASEMENTS WITHIN A PARCEL OF LAND AS DESCRIBED IN DOCKET 12003 PAGE 189 MARICOPA COUNTY RECORDER (MCR) LOCATED IN THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 3 NORTH, RANGE 2 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

### **EASEMENT NO.1**

**COMMENCING** AT THE CENTER CORNER OF SAID SECTION 30, BEING A PK NAIL, FROM WHICH THE EAST QUARTER CORNER OF SAID SECTION 30, BEING A BRASS CAP IN HAND HOLE, BEARS NORTH 88 DEGREES 48 MINUTES 39 SECONDS EAST, A DISTANCE OF 2638.18 FEET (**BASIS OF BEARINGS**);

THENCE NORTH 48 DEGREES 34 MINUTES 32 SECONDS EAST, A DISTANCE OF 504.59 FEET TO THE **POINT OF BEGINNING OF EASEMENT NO.1;**

THENCE NORTH 01 DEGREES 15 MINUTES 12 SECONDS WEST, A DISTANCE OF 17.00 FEET;

THENCE NORTH 88 DEGREES 44 MINUTES 48 SECONDS EAST, A DISTANCE OF 11.41 FEET TO THE NORTHERLY PROLONGATION OF THE WEST LINE OF A SALT RIVER PROJECT (SRP) EASEMENT BEING 10.00 FEET IN WIDTH AS DESCRIBED IN DOCUMENT 1991-0196538 MCR;

THENCE ALONG THE NORTHERLY PROLONGATION OF THE WEST LINE OF SAID SRP EASEMENT, SOUTH 03 DEGREES 15 MINUTES 10 SECONDS EAST, A DISTANCE OF 17.01 FEET;

THENCE DEPARTING THE WEST LINE OF SAID SRP EASEMENT, SOUTH 88 DEGREES 44 MINUTES 48 SECONDS WEST, A DISTANCE OF 12.00 FEET TO THE **POINT OF BEGINNING OF EASEMENT NO.1.**

SAID **EASEMENT NO.1** CONTAINS AN AREA OF 199 SQUARE FEET.

**TOGETHER WITH;**

### **EASEMENT NO.2**

**COMMENCING** AT THE CENTER CORNER OF SAID SECTION 30, BEING A PK NAIL, FROM WHICH THE EAST QUARTER CORNER OF SAID SECTION 30, BEING A BRASS CAP IN HAND HOLE, BEARS NORTH 88 DEGREES 48 MINUTES 39 SECONDS EAST, A DISTANCE OF 2638.18 FEET (**BASIS OF BEARINGS**);

THENCE NORTH 78 DEGREES 32 MINUTES 36 SECONDS EAST, A DISTANCE OF 1698.76 FEET TO THE **POINT OF BEGINNING OF EASEMENT NO.2;**

THENCE NORTH 01 DEGREES 24 MINUTES 49 SECONDS WEST, A DISTANCE OF 12.00 FEET TO THE SOUTH LINE OF A SALT RIVER PROJECT (SRP) EASEMENT BEING 10.00 FEET IN WIDTH AS DESCRIBED IN DOCUMENT 1991-0196538 MCR;

EXHIBIT "A"

SRP JOB NUMBER: T3442923 & T3442932  
SRP JOB NAME: SAHUARO RANCH PARK CRI EAST & WEST  
TTRRSS: 03N 02E 30

DATE: 04-24-2025  
PAGE: 2 OF 4

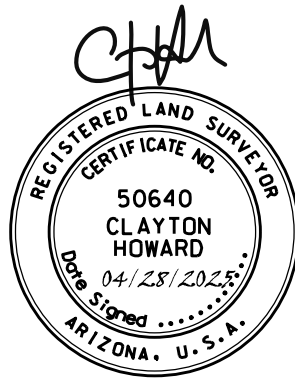
THENCE ALONG THE SOUTH LINE OF SAID SRP EASEMENT, NORTH 88 DEGREES 35 MINUTES 11 SECONDS EAST, A DISTANCE OF 16.00 FEET;

THENCE SOUTH 01 DEGREES 24 MINUTES 49 SECONDS EAST, A DISTANCE OF 12.00 FEET;

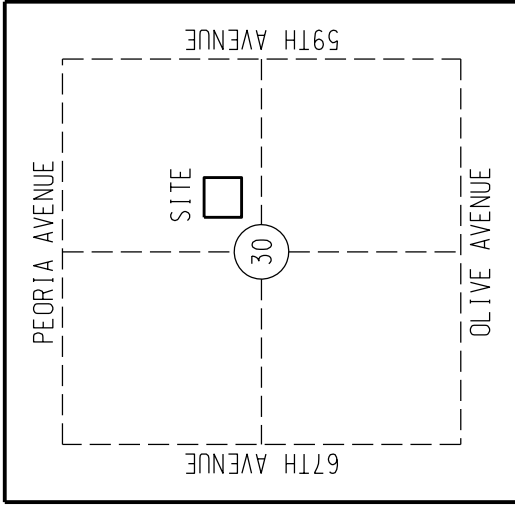
THENCE SOUTH 88 DEGREES 35 MINUTES 11 SECONDS WEST, A DISTANCE OF 16.00 FEET TO THE **POINT OF BEGINNING OF EASEMENT NO.2.**

SAID **EASEMENT NO.2** CONTAINS AN AREA OF 192 SQUARE FEET.

END OF DESCRIPTION



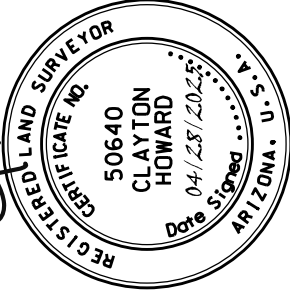
# EXHIBIT "A"



## LEGEND

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

*CPH*



## ABBREVIATION TABLE

- APN ASSESSOR'S PARCEL NUMBER
- BCHH BRASS CAP IN HAND HOLE
- LVI LAST VISUAL INSPECTION MEASURED
- (M)
- MCR MARICOPA COUNTY RECORDER
- NTS NOT TO SCALE
- PK PARKER KAHLON
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- SRP SALT RIVER PROJECT

## CAUTION

THE EASEMENT LOCATION AS HEREON DELINEATED MAY CONTAIN HIGH VOLTAGE ELECTRICAL EQUIPMENT, NOTICE IS HEREBY GIVEN THAT THE LOCATION OF UNDERGROUND ELECTRICAL CONDUCTORS OR FACILITIES MUST BE VERIFIED AS REQUIRED BY ARIZONA REVISED STATUTES, SECTION 40-380.21, ET. SEQ., ARIZONA BLUE STAKE LAW, PRIOR TO ANY EXCAVATION.

## 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.

ALL ELECTRIC LINES SHOWN ARE MEASURED TO THE WINDOW OF THE EQUIPMENT PAD UNLESS OTHERWISE NOTED.

SALT RIVER PROJECT	
AGRICULTURAL IMPROVEMENT & POWER DISTRICT	
SRP LDWR NUMBER: NA	SCALE: NTS
I.O. NUMBER: SEE NOTE	SHEET: 3 OF 4
AGENT: SOL IZ	SHEET SIZE: 8.5" X 11"
DRAWN: RAUSER	REVISION: 1
CHECKED BY: HOWARD	CREW CHIEF: GENTNER
DATE: 04-24-2025	FIELD DATE: 08-03-2023
<b>JEP</b>	

NOTE:  
I.O. NUMBERS: T3442923 AND T3442932

BASIS OF BEARINGS:  
BASED ON THE MARICOPA COUNTY  
LOW DISTORTION PROJECTION  
COORDINATE SYSTEM.



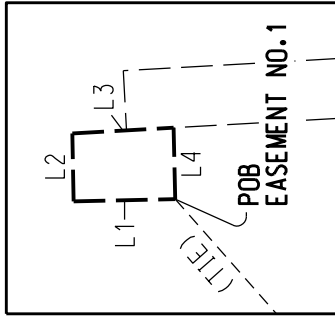
**SURVEY DIVISION  
LAND DEPARTMENT**

**SAHUARO RANCH PARK CRI EAST & WEST**  
**NE 1/4, SECTION 30**  
**T.3 N., R.2 E.**  
**13.6 NORTH - 6.6 EAST**

# EXHIBIT "A"

DOCKET 12003 PAGE 189 MCR  
APN 143-12-007M

DETAIL "A"



LINE	BEARING	DISTANCE
L1	N01°15'12"W	17.00'
L2	N88°44'48"E	11.41'
L3	S03°15'10"E	17.01'
L4	S88°44'48"W	12.00'

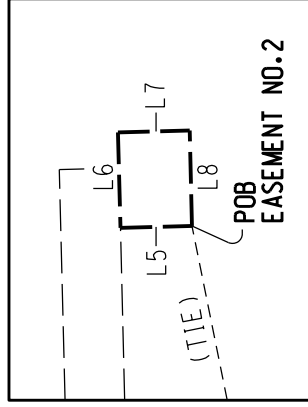
SEE DETAIL "A"

10' SRP EASEMENT  
EASEMENT NO. 3  
1991-0196538 MCR



LINE	BEARING	DISTANCE
L5	N01°24'49"W	12.00'
L6	N88°35'11"E	16.00'
L7	S01°24'49"E	12.00'
L8	S88°35'11"W	16.00'

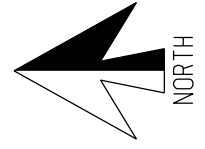
DETAIL "B"




EAST 1/4 CORNER  
SECTION 30  
FOUND BCHH  
LVI: 06-28-2011

N88°48'39"E 2638.18' (M) (BASIS OF BEARING)  
MOUNTAIN VIEW ROAD

CENTER 1/4 CORNER  
SECTION 30  
FOUND PK NAIL  
LVI: 08-03-2023  
POC



 SURVEY DIVISION LAND DEPARTMENT	
SAHUARO RANCH PARK CRI EAST & WEST NE 1/4, SECTION 30 T.3 N., R.2 E. 13.6 NORTH - 6.6 EAST	
SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT & POWER DISTRICT	
SRP LDWR NUMBER: NA	SCALE: NTS
I.O. NUMBER: T3442932	SHEET: 4 OF 4
AGENT: SOL IZ	SHEET SIZE: 8.5" X 11"
DRAWN: RAUSER	REVISION: 1
CHECKED BY: HOWARD	CREW CHIEF: GENTNER
DATE: 04-24-2025	FIELD DATE: 08-03-2023
JEP	