

ORDINANCE NO. 026-13

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 (APS) AT THE GLENDALE MUNICIPAL AIRPORT AND DIRECTING THE CITY CLERK TO RECORD A CERTIFIED COPY OF THIS ORDINANCE.

WHEREAS, the City of Glendale (City) owns the Glendale Municipal Airport; and

WHEREAS, Arizona Public Service Company (APS) is requesting a Utility Easement at the Glendale Municipal Airport; and

WHEREAS, APS is adding a transformer to supply electricity to a storage hanger and is requesting an easement as legally described in Exhibit A; 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 Utility 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 February, 2026.

Mayor Jerry P. Weiers

ATTEST:

Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

REVIEWED BY:

Patrick S. Banger, City Manager

NE 7 2N 1E
33.531376, -112.294257
APN 102-59-001W
CCW-25-245
WA850563
SER BDP

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__.

Patrick S. Banger
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 Patrick S. Banger, 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 #1983-0522847,
OFFICIAL RECORDS OF THE COUNTY RECORDER, MARICOPA COUNTY, ARIZONA.

EXHIBIT "B"

LEGAL DESCRIPTION FOR
CITY OF GLENDALE
ARIZONA PUBLIC SERVICE
UTILITY EASEMENT

That part of Section 7, Township 2 North, Range 1 East, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the Brass Cap flush marking the North Quarter Corner of said Section 7, from which the Brass Cap hand hole marking the Northeast Corner of said Section 7 bears, South 89°16'04" East a distance of 2,639.98 feet;

Thence South 89°16'04" East, along said the north line of the Northeast Quarter, a distance of 1,151.28 feet;

Thence South 00°43'56" West, departing said north line, a distance of 33.00 feet to the most Northwesterly corner of that certain City of Glendale Parcel recorded in Document No. 1983-0522847, Maricopa County Records;

Thence South 00°43'56" West, along the Westerly boundary line of said City of Glendale Parcel a distance 341.36 feet;

Thence South 26°13'56" West, a distance of 1,250.05 feet;

Thence North 90°00'00" East, departing the said Westerly line, a distance of 198.10 feet to the Point of Beginning;

Thence South 65°10'56" East, a distance of 12.33 feet;
Thence South 24°49'04" West, a distance of 13.67 feet;
Thence South 20°38'31" East, a distance of 13.37 feet;
Thence South 25°44'46" West, a distance of 68.93 feet;
Thence South 64°14'30" East, a distance of 271.41 feet;
Thence South 25°45'30" West, a distance of 19.11 feet;
Thence South 64°14'30" East, a distance of 4.01 feet;
Thence South 25°45'30" West, a distance of 4.17 feet;
Thence South 63°45'05" East, a distance of 83.05 feet;
Thence South 25°45'30" West, a distance of 8.00 feet;
Thence North 63°45'05" West, a distance of 95.58 feet;
Thence North 25°45'30" East, a distance of 23.17 feet;
Thence North 64°14'30" West, a distance of 269.57 feet;
Thence South 23°15'11" West, a distance of 14.85 feet;
Thence South 64°48'09" East, a distance of 11.93 feet;
Thence South 25°11'51" West, a distance of 15.33 feet;
Thence North 64°48'09" West, a distance of 19.42 feet;
Thence North 23°15'11" East, a distance of 103.85 feet;

August 28, 2025

Thence North 65°10'56" West, a distance of 3.92 feet;
Thence North 24°49'04" East, a distance of 26.17 feet to the Point of Beginning.

Containing 5,101 Square Feet or 0.117 Acres, more or less.



A handwritten signature in cursive script, appearing to read "Richard G. Alcocer", written below the professional seal.

GLENDALE AVENUE

S89°16'04"E 2639.98'

NE CORNER SECTION 7

1151.28'

1488.70'

N1/4 CORNER SECTION 7 POINT OF COMMENCEMENT

L9 L4

L8

L1

CITY OF GLENDALE
DOC. NO. 1983-0522847, MCR
APN 102-59-001W

APN 102-59-241C
N26°13'56"E 1755.60'

APN 102-59-001Z

S01°30'16"W 890.84'

APN 102-60-019F

SEE DETAIL "A" ON SHEET 4

S26°13'56"W 2667.45'
APN 102-59-001U

APN 102-59-241D
N31°51'48"E 998.83'

N01°00'03"E 743.76'


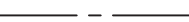




APN 102-59-001X

S87°39'23"W 1870.34'
APN 102-59-008Y




Richard G. Alcocer

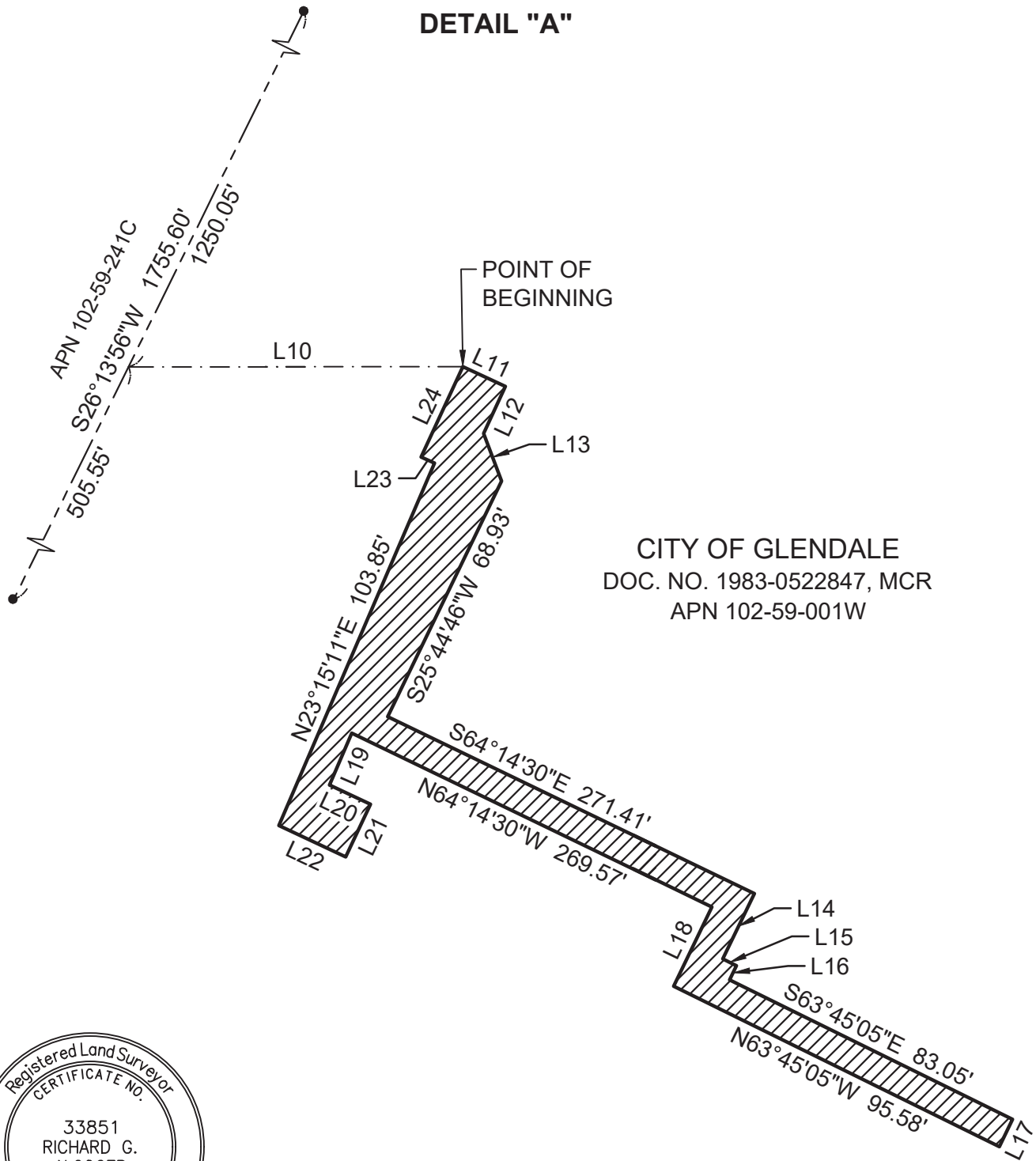
LEGEND

-  EASEMENT AREA
-  MONUMENT LINE
-  PROPERTY LINE
-  TIE LINE
-  PROPERTY CORNER
-  MONUMENT
- APN ASSESSORS PARCEL NUMBER
- MCR MARICOPA COUNTY RECORDS
- R/W RIGHT OF WAY



		EXHIBIT "B"	
JOB # WA850563		DATE: 8/28/2025	
NE 1/4 SEC 7 T2N R1E			
SCALE: 1" = 500'		INDEX: CCW-25-245	
R/W: S. REVORD			
SURVEY: O. FLORES			
DRAWN BY: N. STEELS		SHEET 3 OF 5	

DETAIL "A"


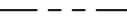




CITY OF GLENDALE
 DOC. NO. 1983-0522847, MCR
 APN 102-59-001W




Richard G. Alcocer

LEGEND

-  EASEMENT AREA
-  PROPERTY LINE
-  TIE LINE
-  PROPERTY CORNER
- APN ASSESSORS PARCEL NUMBER
- MCR MARICOPA COUNTY RECORDS




	EXHIBIT "B"
JOB # WA850563	DATE: 8/28/2025
NE 1/4 SEC 7 T2N R1E	
SCALE: 1" = 40'	INDEX: CCW-25-245
R/W: S. REVORD	
SURVEY: O. FLORES	
DRAWN BY: N. STEELS	SHEET 4 OF 5

LINE TABLE		
NO.	BEARING	LENGTH
L1	S01°30'16"W	33.00'
L2	S63°46'04"E	292.58'
L3	N00°43'56"E	341.36'
L4	S89°16'04"E	300.00'
L5	S00°43'56"W	341.36'
L6	S63°46'04"E	539.21'
L7	N26°13'56"E	635.40'
L8	S89°16'04"E	428.02'
L9	S00°43'56"W	33.00'
L10	N90°00'00"E	198.10'
L11	S65°10'56"E	12.33'
L12	S24°49'04"W	13.67'

LINE TABLE		
NO.	BEARING	LENGTH
L13	S20°38'31"E	13.37'
L14	S25°45'30"W	19.11'
L15	S64°14'30"E	4.01'
L16	S25°45'30"W	4.17'
L17	S25°45'30"W	8.00'
L18	N25°45'30"E	23.17'
L19	S23°15'11"W	14.85'
L20	S64°48'09"E	11.93'
L21	S25°11'51"W	15.33'
L22	N64°48'09"W	19.42'
L23	N65°10'56"W	3.92'
L24	N24°49'04"E	26.17'



Richard G. Alcocer

	EXHIBIT "B"
JOB # WA850563	DATE: 8/28/2025
NE 1/4 SEC 7 T2N R1E	
SCALE: NONE	INDEX: CCW-25-245
R/W: S. REVORD	
SURVEY: O. FLORES	
DRAWN BY: N. STEELS	SHEET 5 OF 5