

#3

FEB 24 2011

ORDINANCE NO. 4277

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, TO AUTHORIZE AND APPROVE THE GRANTING OF A NO COST, NON-EXCLUSIVE IRRIGATION EASEMENT TO SALT RIVER PROJECT (SRP), TO RELOCATE IRRIGATION FACILITIES IN COMMONWEALTH AVENUE BETWEEN HAMILTON STREET AND MCQUEEN ROAD, CHANDLER, ARIZONA

WHEREAS, a irrigation easement is necessary to relocate irrigation facilities in conjunction with the improvement of Commonwealth Avenue between Hamilton Street and McQueen Road; and

WHEREAS, the City of Chandler is willing to grant a irrigation easement to Salt River Project to relocate irrigation facilities in Commonwealth Avenue between Hamilton Street and McQueen Road;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Chandler, Arizona, as follows:

Section 1. That the City Council of the City of Chandler, Arizona is authorized to approve the granting of a no cost, non-exclusive irrigation easement to Salt River Project, through, over, under, and across that certain property described in Exhibit "A", attached hereto and made a part hereof by reference.

Section 2. That the granting of the no cost irrigation easement shall be in a form approved by the City Attorney.

Section 3. That the Mayor of the City of Chandler, Arizona, is hereby authorized to execute the easement document on behalf of the City.

INTRODUCED AND APPROVED by the City Council this \_\_\_\_ day of \_\_\_\_\_, 2011.

ATTEST:

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
MAYOR

PASSED AND ADOPTED by the City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Ordinance No. 4277 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2011 and that a quorum was present thereat.

\_\_\_\_\_  
CITY CLERK

PUBLISHED:

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

GAB

**WHEN RECORDED MAIL TO:**

**SALT RIVER PROJECT**  
Land Department/PAB350  
P. O. Box 52025  
Phoenix, Arizona 85072-2025

---

**IRRIGATION EASEMENT**

---

Maricopa County

R/W #680 Agt. PJH

Job # RD-45291

W PJH C \_\_\_\_\_

**KNOW ALL MEN BY THESE PRESENTS:**

That

**CITY OF CHANDLER, ("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, do 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, the non-exclusive right, easement and privilege to construct, reconstruct, operate and maintain an underground irrigation pipeline and irrigation turnout structure together with all the necessary and appurtenant facilities (collectively, the "Irrigation Facilities) through, over, under and across the following described property:**

Said easement being more particularly described on **EXHIBIT A** attached hereto and by reference made a part hereof.

Grantee shall have the right, but not the obligation, to trim, cut and clear away trees or brush in the easement area whenever in its judgment the same shall be necessary for the convenient and safe exercise of the rights hereby granted. Grantor shall be responsible for the cost of removal of any trees or brush installed by Grantor that do not comply with the specifications in Exhibit B, attached hereto.

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

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 automatically cease and revert to the Grantors, their heirs and assigns. This reversion is self-executing. However, in such event, and at Grantor's request, Grantee shall provide a quit claim deed or other recordable document sufficient to evidence the extinguishment of the easement and Grantee's interest in the real property described within this easement document.

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 shall not erect, construct or permit to be erected or constructed any building, fence or other structure, drill any well or install swimming pools within the limits of said easement area, except 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, street lighting and public utilities in the easement area which comply with the specifications shown in Exhibit B attached hereto and by this reference made a part hereof, unless agreed to by Grantee in writing.
2. Other easements or permits for public utility purposes which Grantor grants in, upon, under, over and across the easement area described herein shall provide for compliance with the specifications shown in Exhibit B attached hereto and by this reference made a part hereof, unless agreed to by Grantee in writing.
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 by the City Traffic Engineer in the latest edition of the "Manual on Uniform Traffic Control Devices", the latest edition of the Grantor's standard barricade manual, and any amendments and/or revisions thereto.
4. Grantor shall warrant and defend the rights, easements, and privileges hereby granted and the priority of this easement against all acts of the Grantor and no other, subject to any matter that may appear of record.

5. If, in its use of the easement area for any purpose, Grantee disturbs or damages any property or improvements of Grantor constructed in accordance with Exhibit B, all such property or improvements so disturbed or damaged shall be restored as close to its previous condition as is reasonably possible at the expense of Grantee.

6. Intentionally deleted

7. Nothing herein or within the attached Exhibit B shall be construed to prohibit Grantor from installing any intersecting public street or paved roadway, including any related surface parking areas, curbs and gutters, landscaping, irrigation lines, street lighting and public utilities related thereto, which intersects with and crosses over that portion of Grantor's road right of way in which the easement area lies, as indicated in the attached Exhibit A; provided, Grantor shall coordinate with Grantee to assure that such facilities will not damage or unreasonably interfere with Grantee's irrigation facilities.

IN WITNESS WHEREOF, THE CITY OF CHANDLER, an Arizona municipal corporation, has caused its name to be executed by its duly authorized representative(s) this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**THE CITY OF CHANDLER,**  
an Arizona municipal corporation

By: \_\_\_\_\_

Its: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney for the  
City of Chandler

*BAB*

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, personally appeared \_\_\_\_\_, as \_\_\_\_\_, of THE CITY OF CHANDLER, an Arizona municipal corporation, and such authorized representative acknowledged that this document was executed on behalf of the corporation for the purposes therein contained.

\_\_\_\_\_  
Notary Public

My Commission Expires:  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Notary Stamp/Seal

**Note: This instrument is exempt from the real estate transfer fee and affidavit of legal value required under A.R.S. Sections 11-1131 and 11-1132 pursuant to the exemptions set forth in A.R.S. Sections 11-1134(A)(2) and (A)(3).**

SLANDFORM/MASTER/CJC IRRIGATION/NEW 2000

## EXHIBIT "A"

### DESCRIPTION SRP IRRIGATION EASEMENT COMMONWEALTH AVENUE ALIGNMENT

A parcel of land situated in a portion of Section 34, Township 1 South, Range 5 East of Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

**COMMENCING** at the North quarter corner of said Section 34;

**THENCE** South 00 degrees 31 minutes 36 seconds West, along the North-South mid-section line of said Section 34, a distance of 968.08 feet to the South line of the North 968 feet of the Northeast quarter of said Section 34 and the **POINT OF BEGINNING**;

**THENCE** departing said North-South mid-section line, North 89 degrees 47 minutes 15 seconds East along said South line, a distance of 2637.51 feet, to the East line of said Section 34;

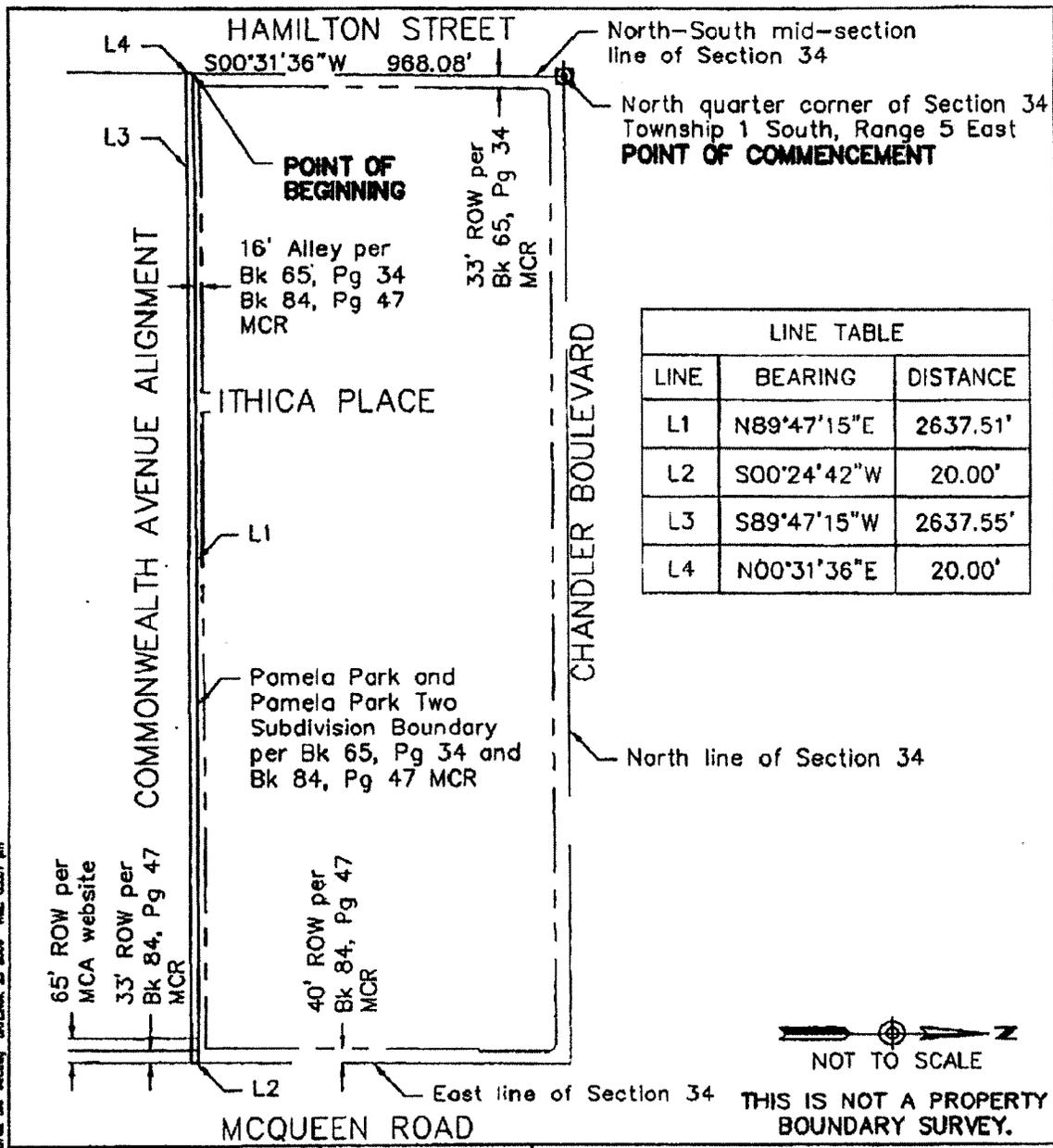
**THENCE** South 00 degrees 24 minutes 42 seconds West, along the East line of said Section 34, a distance of 20.00 feet;

**THENCE** South 89 degrees 47 minutes 15 seconds West, a distance of 2637.55 feet, to the North-South mid-section line of said Section 34;

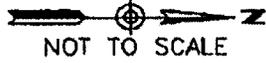
**THENCE** North 00 degrees 31 minutes 36 seconds East, along the North-South mid-section line of said Section 34, a distance of 20.00 feet to the **POINT OF BEGINNING**.

Parcel contains a computed area of 52,747 square feet or 1.2109 acres more or less. The attached EXHIBIT 'A' is to be included and made part of this description.





LINE TABLE		
LINE	BEARING	DISTANCE
L1	N89°47'15"E	2637.51'
L2	S00°24'42"W	20.00'
L3	S89°47'15"W	2637.55'
L4	N00°31'36"E	20.00'

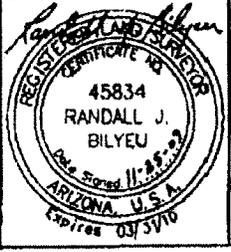


THIS IS NOT A PROPERTY  
 BOUNDARY SURVEY.

FILED: 08/11/09 10:47:02 AM SRP BLDG DATE: Nov 23 2009 TIME: 03:01 PM

**Dibble Engineering**

Dibble Engineering  
 Project No. 100762



**EXHIBIT "A"**  
**SRP IRRIGATION EASEMENT**  
**COMMONWEALTH AVENUE**  
**ALIGNMENT**

DATE: NOV 2009  
 DRN: ACC  
 CHK: RJB

PAGE  
 2 OF 2



**SRP Job No.45291**  
**City of Chandler**  
**Exhibit B-2**

**EXHIBIT B**

IF GRANTOR (CITY) INSTALLS TREES, SHRUBBERY OR OTHER PLANTS IN A MANNER INCONSISTENT WITH EXHIBIT B, GRANTEE MAY REQUIRE GRANTOR TO REMOVE THEM AT GRANTOR'S SOLE EXPENSE. FURTHER, GRANTOR SHALL REIMBURSE GRANTEE FOR ALL COSTS INCURRED TO REMEDY ANY DAMAGE TO OR INTERFERENCE WITH ANY IRRIGATION FACILITIES, CAUSED BY ROOTS FROM TREES, SHRUBBERY OR OTHER PLANTS INSTALLED BY OR CAUSED TO BE INSTALLED BY GRANTOR, UNLESS GRANTEE REASONABLY DETERMINES THAT TIME DOES NOT PERMIT, GRANTEE SHALL PROVIDE GRANTOR WITH REASONABLE NOTICE AND A DAMAGE ESTIMATE IN ADVANCE OF INCURRING COSTS TO REMEDY ROOT PROBLEMS. WHENEVER GRANTEE HAS INCURRED SUCH COSTS WITHOUT ADVANCE NOTICE TO GRANTOR, GRANTEE SHALL PROVIDE GRANTOR WITH VISUAL EVIDENCE OF THE DAMAGE ALONG WITH GRANTEE'S REQUEST FOR REIMBURSEMENT WITHIN TEN (10) DAYS OF THE COMPLETION OF THE DAMAGE OF REPAIRS. UNLESS CAUSED BY GRANTEE NEGLIGENCE, GRANTOR SHALL INDEMNIFY AND SAVE HARMLESS GRANTEE AGAINST AND FROM ANY LIABILITY FOR CLAIMS FOR DAMAGE OR INJURY ARISING OUT OF INTERFERENCE WITH OR DAMAGE TO ANY IRRIGATION FACILITIES CAUSED BY ROOTS FROM TREES, SHRUBBERY OR OTHER PLANTS INSTALLED BY OR CAUSED TO BE INSTALLED BY GRANTOR.