

#2

MAR 14 2013

ORDINANCE NO. 4424

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, TO AUTHORIZE AND APPROVE A CONTRACT AND GRANT OF EASEMENT, AT NO COST, TO THE UNITED STATES OF AMERICA AT THE ALMA SCHOOL AND RAY ROAD INTERSECTION.

WHEREAS, the relocation of irrigation facilities owned by the United States of America ("USA") at the intersection of Alma School Road and Ray Road in Chandler, Arizona has been completed; and

WHEREAS, as a part of the Alma School and Ray Road Intersection Improvement Project ST-0704 (the "Project") the City previously agreed to provide an easement, or easements to the USA for the new location of the USA's irrigation facilities; and

WHEREAS, the USA, through it agent Salt River Project, is requesting that the City authorize and approve a Contract and Grant of Easement for this purpose; and

WHEREAS, the City of Chandler is willing to grant an easement at no cost for to the USA;

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 authorizes and approves the Contract and Grant of Easement attached hereto as Exhibit "A".

Section 2. That the granting of said 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 Contract and Grant of Easement, Easement, and this Ordinance on behalf of the City.

INTRODUCED AND TENTATIVELY APPROVED by the City Council this _____ day of _____, 2013.

ATTEST:

CITY CLERK

MAYOR

PASSED AND ADOPTED by the City Council this ____ day of _____, 2013.

ATTEST:

CITY CLERK

MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Ordinance No. 4424 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the ____ day of _____, 2013, and that a quorum was present thereat.

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY *CAS*

Contract No. 12LE324010

Case No. 09-012

ORIGINAL

Exempt per A.R.S. § 11-1134 A.3.

**UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION**

SALT RIVER PROJECT

CONTRACT AND GRANT OF EASEMENT

THIS CONTRACT AND GRANT OF EASEMENT, made this _____ day of _____, _____, pursuant to the Reclamation Act of June 17, 1902 (32 Stat. 388), the Reclamation Project Act of 1939 (53 Stat. 1187), and all acts amendatory thereof or supplementary thereto, between the **UNITED STATES OF AMERICA**, hereinafter referred to as "United States," and the **CITY OF CHANDLER, an Arizona municipal corporation**, hereinafter referred to as "Grantor."

WITNESSETH:

That the Salt River Project Agricultural Improvement and Power District (SRP), an agricultural improvement district organized and existing under the laws of the State of Arizona, intends to

relocate a portion of an irrigation facility acquired for a project purpose to a piped irrigation facility at a new location; and,

WHEREAS, the United States owns a real property interest along the existing irrigation facility, and Grantor owns the fee title to the real property onto which the irrigation facility will be relocated; and,

WHEREAS, Grantor intends to grant to the United States and its assigns that certain real property interest needed for the relocated facility in exchange for the real property interest no longer needed for project purposes; and,

WHEREAS, the United States will release its interest, if any, in and to the real property interest no longer needed by Contract No., 12LE324011 to Grantor, and any and all other owners of record of the underlying fee title.

NOW THEREFORE, for valuable consideration, receipt of which is hereby acknowledged, the following grant and mutual covenants by and between the parties:

1. Grantor does hereby grant unto the United States, its successors and assigns, a perpetual easement to construct, reconstruct, operate and maintain certain water distribution system pipelines, as part of the SRP water distribution system, and such structures, installations and facilities used in the construction, reconstruction, operation and maintenance of said water

distribution system, across certain land situated in the County of Maricopa, State of Arizona, and more fully described in Exhibit "A" attached hereto and by this reference made a part hereof.

2. The grant of easement herein contained shall include the perpetual right of ingress and egress over said premises to construct, reconstruct, operate, maintain, enlarge, improve, relocate, remove, repair and renew said water distribution system, together with the present and future right to clear said right-of-way to the extent deemed necessary by the United States to protect the rights and privileges herein granted.

3. The United States, its successors and assigns, may hold such easement forever for all purposes consistent with the water distribution feature of SRP, or any changes, or additions or modifications that may hereafter be made therein, and the United States, its successors and assigns, will have the perpetual right to take and use materials, as well as all of the rights incident to such water distribution feature, or any changes, additions, or modifications thereof over, upon or across said right-of-way described in Exhibit "A."

4. The Grantor hereby ratifies and affirms the right of the United States, its permittees, successors or assigns, to construct, reconstruct, operate, maintain, enlarge, improve, relocate, remove, repair and renew, together with the right of access thereto for such purposes, at any time and from time to time, a water conduit and related facilities, consisting of one or more canals, pipelines, laterals, markers, air valves, manholes, valves, meters, surge control devices, buried communication conduits, and all other fixtures, devices and appurtenances related thereto, and to

conduct all related activities in, on, under, and across the land described in Exhibit "A" under the following conditions:

(a) The United States shall have the right to use the subject land for ingress and egress at any time without prior notice, together with the right to use existing or future roadways, lanes and rights-of-way on Grantor's property adjacent thereto, as may be convenient and necessary for the purposes of exercising the rights herein granted. The United States may, at any time, install and/or use gates in any fences which are now or may hereafter be constructed 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, on said lands described in Exhibit "A," or on such adjoining lands for the purpose of exercising the rights herein granted.

(b) The rights granted to, and exercised by, the United States shall be subject to all existing structures, fencing, canals, ditches, pipelines, roadways, and rights-of-way, and all future uses thereof, including but not limited to the right of the Grantor to use the lands within said parcel for agricultural and other purposes, which do not or could not directly or indirectly interfere with or endanger the exercise of the rights of the United States; PROVIDED, HOWEVER, that the Grantor shall clear and keep clear the lands described in Exhibit "A" from explosives, buildings and structures of all kinds or facilities of a permanent nature which directly or indirectly interfere or could interfere with the rights of the United States, and shall not drill any well, install swimming pools, or alter ground level by cut or fill, within the limits of said rights-of-way and the United States shall have the permanent right of exclusive use and possession within the easement.

5. The grant of easement herein contained is subject to easements and rights-of-way existing or of record in favor of the public or third parties, and subject to any outstanding interest in any and all organic or inorganic substances in or under said land.

6. Grantor warrants that no person or agency has been employed or retained to solicit or secure this grant upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial agencies maintained by the Grantor for the purpose of securing business.

7. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this grant or to any benefit that may arise herefrom, but this restriction shall not be construed to extend to this grant if made with a corporation or company for its general benefit.

8. The provisions of this grant shall obligate and inure to the benefit of the respective heirs, executors, administrators, successors, and assigns of the parties to this grant.

IN WITNESS WHEREOF, the parties hereto have signed their names the day and year first above written.

CITY OF CHANDLER, an Arizona municipal corporation

By: _____

Title: _____

APPROVED AS TO FORM

CITY ATTORNEY *GAB*

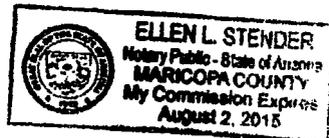
UNITED STATES OF AMERICA

By: *Roy V. Miller*
Area Manager
Phoenix Area Office
Bureau of Reclamation

ACKNOWLEDGMENT

State of Arizona)
) ss.
County of Maricopa)

On this 29th day of March, 2012, before me,
Ellen L. Stender, a Notary Public in and for said County and State
personally appeared Randy N. Chandler, Area Manager, Phoenix
Area Office, Bureau of Reclamation, Department of the Interior, **UNITED STATES OF
AMERICA**, known to me to be the person described in the foregoing instrument, and
acknowledged to me that ~~he~~ she executed the same on behalf of the United States in the capacity
therein stated and for the purpose therein contained.



Ellen L. Stender
Notary Public in and for
said County and State

LEGAL DESCRIPTION EXHIBIT "A"

Description of real estate located in the Southeast Quarter of Section 20, and in the Southwest Quarter of Section 21, and in the Northeast Quarter of Section 29, all three Sections being in Township 1 South, Range 5 East, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, and being more particularly described as follows:

PARCEL A

Commencing at a City of Chandler 3-inch Brass Cap in Handhole, described per Maricopa County Recorders Office (MCR) recorded Record of Survey in Book 669 of Maps, Page 47, said Brass Cap marking the common corner for Sections 20, 21, 28, 29, and being the Southeast Corner of Section 20, from which the South Quarter Corner of said Section 20 bears South 89° 53' 41" West 2636.18 feet, and from which the East Quarter Corner of said Section 20 bears North 00° 07' 43" East 2641.54 feet;

Thence along the south line of the Southeast Quarter of said Section 20, South 89° 53' 41" West, 656.66 feet;

Thence North 00° 06' 19" West, 43.01 feet, to the POINT OF BEGINNING;

Thence North 00° 00' 00" East, 25.00 feet;

Thence South 90° 00' 00" East, 26.28 feet;

Thence North 00° 06' 19" West, 03.00 feet;

Thence North 89° 53' 44" East, 510.48 feet;

Thence North 44° 53' 52" East, 06.58 feet;

Thence North 00° 00' 00" East, 01.93 feet;

Thence North 90° 00' 00" East, 07.15 feet;

Thence North 45° 00' 00" East, 11.58 feet;

Thence North 89° 53' 41" East, 11.92 feet;

**CONTRACT NO. 12LE324010
CASE NO. 09-012**

Thence South 45° 00' 00" East, 11.59 feet;
Thence South 45° 00' 00" West, 03.03 feet;
Thence South 67° 48' 30" East, 28.79 feet;
Thence South 84° 33' 57" East, 111.00 feet;
Thence North 66° 44' 21" East, 55.25 feet;
Thence North 89° 37' 52" East, 12.98 feet;
Thence South 80° 10' 41" East, 72.49 feet;
Thence North 89° 53' 44" East, 233.69 feet;
Thence South 86° 56' 07" East, 01.61 feet;
Thence North 46° 31' 03" East, 00.13 feet;
Thence North 89° 53' 44" East, 15.63 feet;
Thence South 84° 35' 39" East, 84.64 feet;
Thence North 89° 37' 52" East, 536.54 feet;
Thence North 00° 00' 00" East, 01.05 feet;
Thence South 90° 00' 00" East, 21.83 feet;
Thence South 00° 00' 00" East, 25.00 feet;
Thence North 90° 00' 00" West, 21.83 feet;
Thence South 00° 00' 00" East, 01.05 feet;
Thence South 89° 37' 52" West, 537.64 feet;
Thence North 84° 31' 20" West, 83.61 feet;
Thence South 89° 53' 44" West, 253.08 feet;
Thence North 80° 10' 41" West, 72.11 feet;

Thence North 90° 00' 00" West, 06.04 feet;
Thence South 66° 44' 21" West, 56.54 feet;
Thence North 84° 33' 57" West, 121.07 feet;
Thence North 67° 48' 30" West, 31.28 feet;
Thence South 73° 00' 57" West, 20.02 feet;
Thence South 89° 53' 44" West, 520.91 feet;
Thence South 00° 06' 16" East, 03.00 feet;
Thence North 90° 00' 00" West, 26.32 feet, to the POINT OF BEGINNING;
Said parcel contains 44,029 square feet or 1.01 acres more or less.

PARCEL B

Commencing at a City of Chandler 3-inch brass cap in Handhole, described per Maricopa County Recorders Office (MCR) recorded Record of Survey in Book 669 of Maps, Page 47, said Brass Cap marking the common corner for Sections 20, 21, 28, and 29, being the Northeast Corner of Section 29, from which the North Quarter Corner of said Section 29 bears South 89° 53' 41" West 2636.18 feet, and from which the East Quarter Corner of said Section 29 bears South 00° 13' 19" East 2644.07 feet;

Thence along the east line of the Northeast Quarter of said Section 29,
South 00° 13' 19" East, 1159.39 feet;
Thence South 89° 46' 41" West, 46.54 feet, to the POINT OF BEGINNING;
Thence South 89° 44' 01" West, 03.45 feet;
Thence North 00° 13' 24" West, 983.71 feet;
Thence North 19° 04' 09" West, 30.98 feet;
Thence North 14° 35' 11" West, 198.76 feet;
Thence North 73° 00' 57" East, 20.02 feet;
Thence South 14° 35' 11" East, 198.82 feet;

CONTRACT NO. 12LE324010
CASE NO. 09-012

Thence South 19° 04' 09" East, 33.52 feet;

Thence South 00° 13' 24" East, 910.16 feet;

Thence South 22° 16' 08" West, 36.39 feet;

Thence South 00° 13' 52" East, 17.00 feet;

Thence South 45° 08' 49" East, 14.66 feet;

Thence South 44° 51' 31" West, 18.34 feet;

Thence South 00° 13' 14" East, 02.91 feet, to the POINT OF BEGINNING;

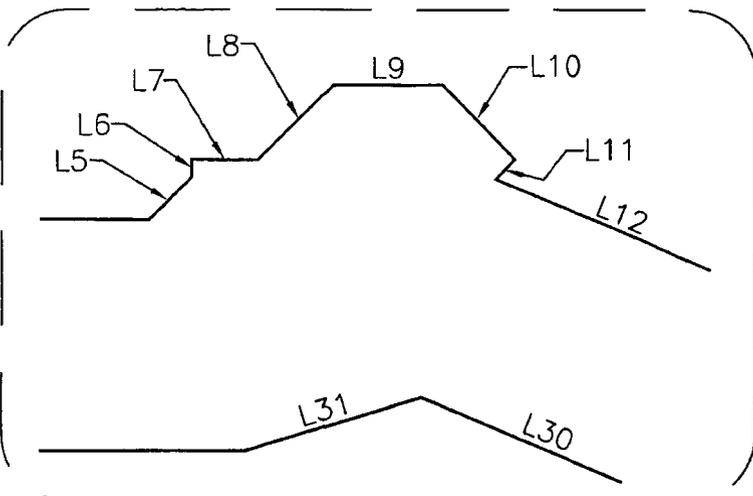
Said parcel contains 23,589 square feet or 0.54 acres more or less.

4 OF 4



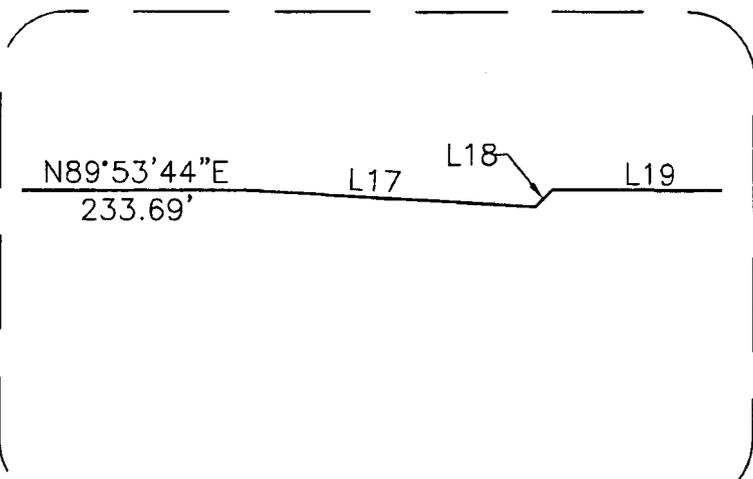
EXHIBIT PARCEL 'A'

CONTRACT NO. 12LE324010
CASE NO. 09-012



DETAIL #1

1"=20'



DETAIL #2

1"=1'

LINE TABLE			LINE TABLE		
LINE	BEARING	LENGTH	LINE	BEARING	LENGTH
L1	N 00°06'19" W	43.01'	L18	N 46°31'03" E	0.13'
L2	N 00°00'00" E	25.00'	L19	N 89°53'44" E	15.63'
L3	N 90°00'00" E	26.28'	L20	S 84°35'39" E	84.64'
L4	N 00°06'19" W	3.00'	L21	N 00°00'00" E	1.05'
L5	N 44°53'52" E	6.58'	L22	N 90°00'00" E	21.83'
L6	N 00°00'00" W	1.93'	L23	S 00°00'00" E	25.00'
L7	N 90°00'00" E	7.15'	L24	N 90°00'00" W	21.83'
L8	N 45°00'00" E	11.58'	L25	S 00°00'00" E	1.05'
L9	N 89°53'41" E	11.92'	L26	N 84°31'20" W	83.61'
L10	S 45°00'00" E	11.59'	L27	N 80°10'41" W	72.11'
L11	S 45°00'00" W	3.03'	L28	S 90°00'00" W	6.04'
L12	S 67°48'30" E	28.79'	L29	S 66°44'21" W	56.54'
L13	S 84°33'57" E	111.00'	L30	N 84°33'57" W	121.07'
L14	N 66°44'21" E	55.25'	L31	N 67°48'30" W	31.28'
L15	N 89°37'52" E	12.98'	L32	S 73°00'57" W	20.02'
L16	S 80°10'41" E	72.49'	L33	S 00°06'16" E	3.00'
L17	S 86°56'07" E	1.61'	L34	N 90°00'00" W	26.32'

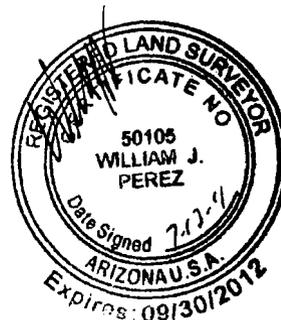


EXHIBIT	
7/11/2011	SCALE: AS-NOTED
SHEET 2 OF 6	
CONSULTANT ENGINEERING, INC. 10625 N. 25TH AVE., STE 102 PHOENIX, AZ 85029 602-866-5090	

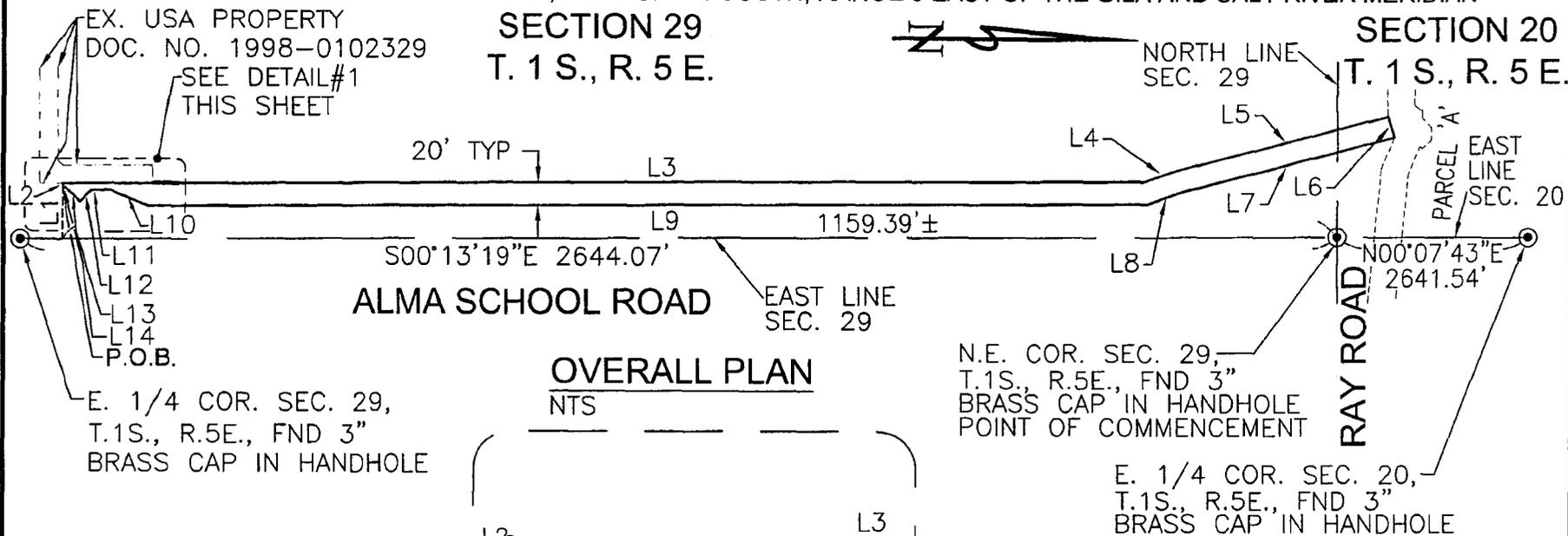
EXHIBIT PARCEL 'B'

CONTRACT NO. 12LE324010
CASE NO. 09-012

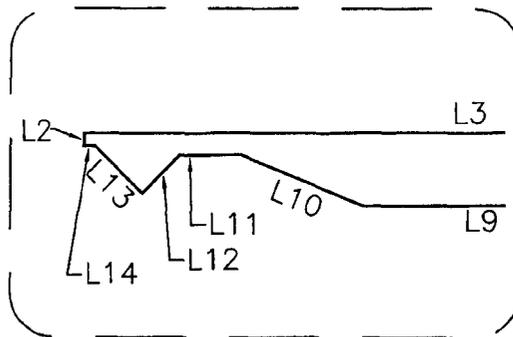
THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 20, IN THE SOUTHWEST QUARTER OF SECTION 21 AND IN THE
NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 1 SOUTH, RANGE 5 EAST OF THE GILA AND SALT RIVER MERIDIAN

SECTION 29
T. 1 S., R. 5 E.

SECTION 20
T. 1 S., R. 5 E.



OVERALL PLAN
NTS



DETAIL #1
1"=50'

LINE TABLE		
LINE	BEARING	LENGTH
L1	S 89°46'41" W	46.54'
L2	S 89°44'01" W	3.45'
L3	N 00°13'24" W	983.71'
L4	N 19°04'09" W	30.98'
L5	N 14°35'11" W	198.76'
L6	N 73°00'57" E	20.02'
L7	S 14°35'11" E	198.82'
L8	S 19°04'09" E	33.52'
L9	S 00°13'24" E	910.16'

LINE TABLE		
LINE	BEARING	LENGTH
L10	S 22°16'08" W	36.39'
L11	S 00°13'52" E	17.00'
L12	S 45°08'49" E	14.66'
L13	S 44°51'31" W	18.34'
L14	S 00°13'14" E	2.91'

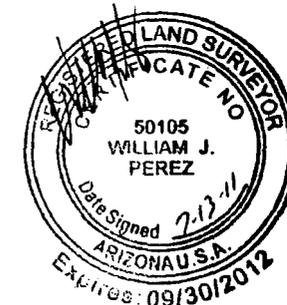


EXHIBIT	
7/11/2011	SCALE: AS-NOTED
SHEET 3 OF 6	
	
CONSULTANT ENGINEERING, INC. 10625 N. 25TH AVE., STE 102 PHOENIX, AZ 85029 602-866-5090	

EXHIBIT

CONTRACT NO. 12LE324010

CASE NO. 09-012

SCHEDULE B EXCEPTIONS

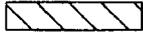
SCHEDULE "B" ITEMS FROM A TITLE REPORT DONE BY FIRST AMERICAN TITLE INSURANCE COMPANY, SEVENTH AMENDMENT, DATED MAY 09, 2011 AT 7:30 A.M.

13 EASEMENT FOR LINE OF POLES AND INCIDENTAL PURPOSES, RECORDED IN DOCKET 4086, PAGE 449 OF OFFICIAL RECORDS.

19 EASEMENT FOR OVERHEAD AND UNDERGROUND POWER AND INCIDENTAL PURPOSES, RECORDED IN DOCKET 7511, PAGE 815 OF OFFICIAL RECORDS.

22 EASEMENT FOR SANITARY SEWER AND INCIDENTAL PURPOSES, RECORDED IN DOCUMENT 1984-394909 AND 1984-394910 OF OFFICIAL RECORDS.

 24 EASEMENT FOR RIGHT-OF-WAY  PUBLIC UTILITIES  STORM WATER RETENTION BASIN  AND INCIDENTAL PURPOSES, RECORDED IN DOCUMENT 1988-364249 OF OFFICIAL RECORDS.

 25 EASEMENT FOR UNDERGROUND POWER AND INCIDENTAL PURPOSES, RECORDED IN DOCUMENT 1988-388283 OF OFFICIAL RECORDS.

 27 EASEMENT FOR OVERHEAD AND UNDERGROUND POWER AND INCIDENTAL PURPOSES, RECORDED IN DOCUMENT 1989-213272 OF OFFICIAL RECORDS.

 29 EASEMENT FOR UNDERGROUND POWER AND INCIDENTAL PURPOSES, RECORDED IN DOCUMENT 1991-186323 OF OFFICIAL RECORDS.

33. THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "AGREEMENT FOR MODIFICATION OF IRRIGATION FACILITIES" RECORDED JULY 18, 1979 AS DOCKET 13774, PAGE 0308 OF OFFICIAL RECORDS (NON-DELINEABLE).

36. THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "SRP PIPELINE MAINTENANCE AGREEMENT-ALMA SCHOOL AND RAY RDS INTERSECTION IMPROVEMENTS" RECORDED AUGUST 4, 2010 AS 2010-0668183 OF OFFICIAL RECORDS (NON-DELINEABLE).

38. ALL MATTERS SET FORTH IN ROAD DECLARED (ROAD FILE NO. 1498), RECORDED DECEMBER 20, 1961 AS DOCKET 3965, PAGE 183 OF OFFICIAL RECORDS (NON-DELINEABLE).

39. ALL MATTERS SET FORTH IN ROAD DECLARED (ROAD FILE NO. 2287), RECORDED SEPTEMBER 3, 1974 AS DOCKET 10812, PAGES 896, 899 AND 902 OF OFFICIAL RECORDS (NON-DELINEABLE).

40. ALL MATTERS SET FORTH IN RESOLUTION NO. 1635, RECORDED MAY 17, 1988 AS 1988-238047 OF OFFICIAL RECORDS (NON-DELINEABLE).

41. ALL MATTERS SET FORTH IN LOCATION NOTICE OF IRRIGATION FACILITIES, RECORDED OCTOBER 1, 2004 AS 2004-1154093 OF OFFICIAL RECORDS (NON-DELINEABLE).

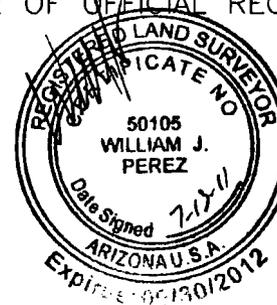


EXHIBIT	
7/11/2011	SCALE: N/A
SHEET 4 OF 6	
 Consultant Engineering, Inc.	
CONSULTANT ENGINEERING, INC. 10625 N. 25TH AVE., STE 102 PHOENIX, AZ 85029 602-866-5090	

EXHIBIT
SCHEDULE B EXCEPTIONS

CONTRACT NO. 12LE324010
CASE NO. 09-012

SCHEDULE "B" ITEMS FROM A TITLE REPORT DONE BY FIRST AMERICAN TITLE INSURANCE COMPANY, SEVENTH AMENDMENT, DATED MAY 09, 2011 AT 7:30 A.M.

- 48. ALL MATTERS SET FORTH IN RECORD OF SURVEY, RECORDED MAY 24, 2007 AS BOOK 924 OF MAPS, PAGE 50 OF OFFICIAL RECORDS.
- 49. ALL MATTERS SET FORTH IN RESULTS OF SURVEY FOR THE CITY OF CHANDLER, RECORDED OCTOBER 3, 2008 AS BOOK 1007 OF MAPS, PAGE 48 OF OFFICIAL RECORDS (NON-DELINEABLE).

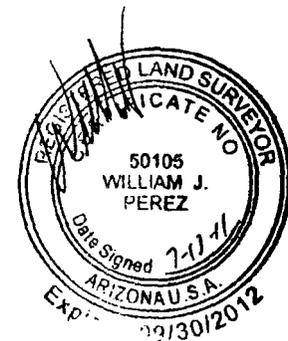


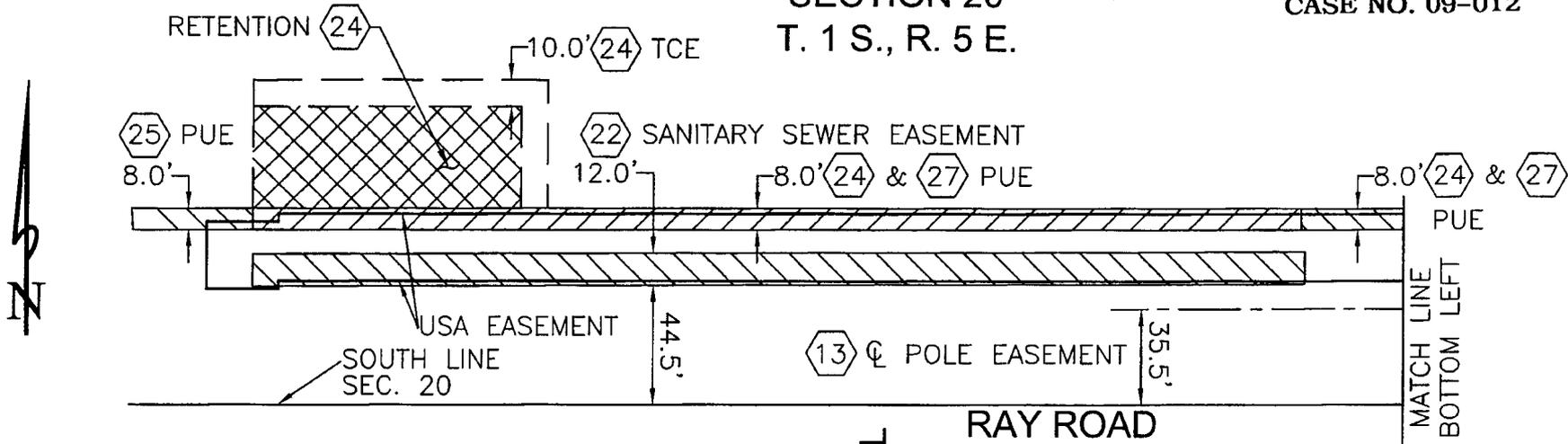
EXHIBIT	
7/11/2011	SCALE: N/A
SHEET 5 OF 6	
 Consultant Engineering, Inc.	
CONSULTANT ENGINEERING, INC. 10625 N. 25TH AVE., STE 102 PHOENIX, AZ 85029 602-866-5090	

EXHIBIT

SCHEDULE B EXCEPTIONS - PARCEL 'A'

SECTION 20
T. 1 S., R. 5 E.

CONTRACT NO. 12LE324010
CASE NO. 09-012



ALMA SCHOOL ROAD

SECTION 21
T. 1 S., R. 5 E.

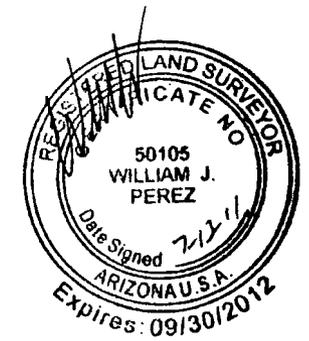
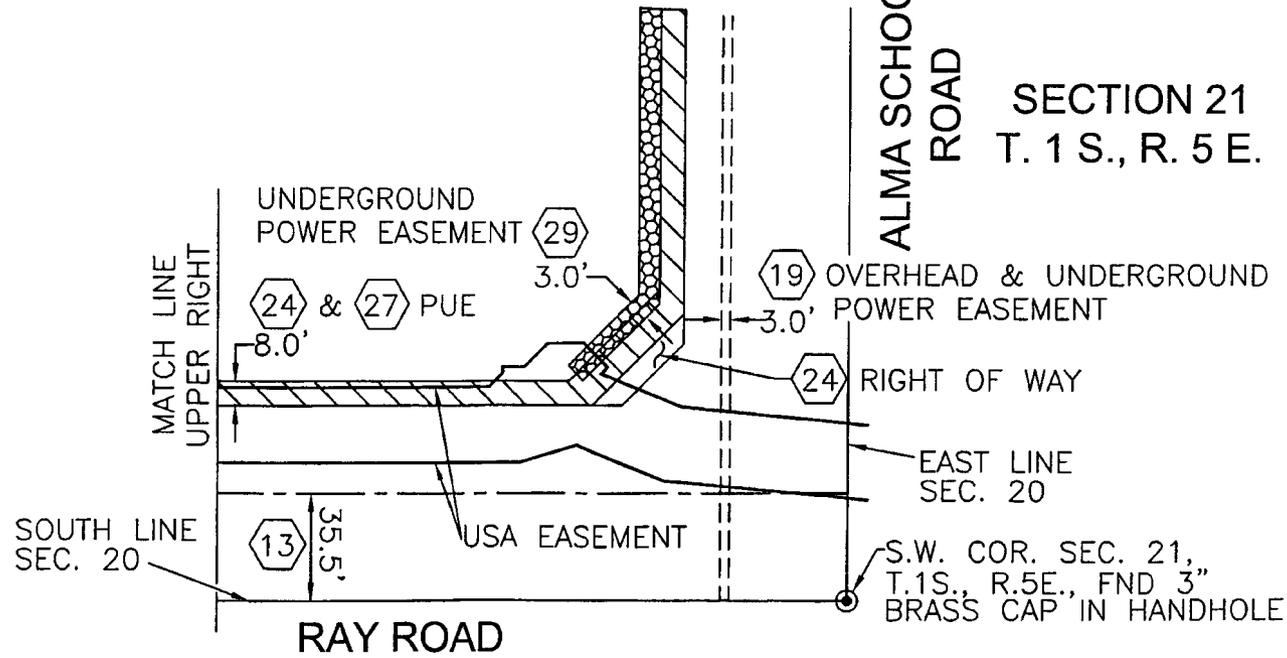


EXHIBIT	
7/11/2011	SCALE: NTS
SHEET 6 OF 6	
Consultant Engineering, Inc. CONSULTANT ENGINEERING, INC. 10625 N. 25TH AVE., STE 102 PHOENIX, AZ 85029 602-866-5090	