

#3

DEC 09 2013

ORDINANCE NO. 4501

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, TO AUTHORIZE AND APPROVE GRANTING TWO (2) POWER TRANSMISSION EASEMENTS, AT NO COST, TO SALT RIVER PROJECT (SRP) TO ACCOMMODATE THE CORONADO STREET IMPROVEMENT PROJECT ST-1302.

WHEREAS, the City of Chandler approved the extension of Coronado Street from Chandler Boulevard to Price Road; and

WHEREAS, the City of Chandler entered into a development agreement with RG-101, LLC (the "Agreement") regarding property located at the southeast corner of Price Road and Chandler Boulevard; and

WHEREAS, the Agreement requires the City of Chandler to obtain various property rights and to provide easements needed for the extension of Coronado Street; and

WHEREAS, the City of Chandler is willing to grant two (2) power transmission easements needed for the project to Salt River Project, at no cost, as required by the Agreement.

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 granting of two (2) power transmission easements to Salt River Project, at no cost, through, over, under and across that certain property described and depicted in Exhibits "A" and "B" attached hereto and made a part hereof.

Section 2. That the granting of said power distribution easements 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 easements 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. 4501 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

GAB

WHEN RECORDED MAIL TO:

SALT RIVER PROJECT
Land Department/PAB360
P. O. Box 52025
Phoenix, Arizona 85072-2025

POWER TRANSMISSION EASEMENT

Maricopa County
Parcel #303-24-179
NW ¼, Sec. 31, T1S, R5E

R/W # 682A Agt. CKB
Job # LJ52807

CITY OF CHANDLER

hereinafter called Grantor, for and in consideration of the sum of One Dollar, and other valuable consideration, receipt of which is 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, its agents, employees, contractors, and permittees, and its and their respective successors and assigns, hereinafter called the Grantee, a non-exclusive easement in, upon, over, under, across, through and along the lands hereinafter described (such lands hereinafter described being sometimes referred to herein as the "Easement Parcel"), to construct, install, reconstruct, replace, remove, repair, operate and maintain a line or lines of poles, towers, or other supporting structures and conductors or cables suspended thereon and supported thereby, and underground conduits, conductors, pipes, cables, vaults, manholes, guys, anchorage, crossarms, braces, transformers and all other appliances, appurtenances and fixtures for the transmission and distribution of electricity, and for all other purposes connected therewith, and for the transmission and distribution of telephone, audio and/or visual signal and other communication or data transmission purposes (collectively "Facilities") at such locations and elevations, in, upon, over, under, across and along the Easement Parcel as Grantee may now or hereafter deem convenient or necessary from time to time, together with the right of ingress and egress to, from, across and along the Grantor's Property and with the right to use lands adjacent to said easement during temporary periods of construction and maintenance. Grantee is hereby authorized to allow other utility companies to use the Easement Parcel jointly with Grantee for Grantee's utility purposes without such companies being subject to applicable permit and planning requirements of the City of Chandler. Utility companies authorized by Grantee to use the Easement Parcel separately from Grantee for purposes other than the Grantee's utility purposes will be subject to applicable permit and planning requirements of the City of Chandler.

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

Grantor's Property:

Insert Grantor's Property Description here

Easement Parcel:

See Exhibit "A" attached hereto and incorporated herein.

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. Notice is also hereby given that any activity performed within the Easement Parcel shall comply with the Arizona Overhead Powerline Safety Law, Arizona Revised Statutes Section 40-360.41, et seq.

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 operational area that extends 12.00 feet immediately in front of all transformer and other equipment openings. No obstruction, trees, shrubs, fixtures or permanent structures shall be placed within said areas.

Grantor shall not construct, install or place, or permit to be constructed, installed or placed, any building or other structure, plant any trees, drill any well, store materials of any kind, or alter ground level by cut or fill, within the limits of the Easement Parcel and its associated airspace; provided, however, that Grantor may, with the prior written consent and in the sole discretion of Grantee, use (or permit third party use of) the Easement Parcel for specific purposes reviewed and approved in writing by Grantee. Any proposed or existing uses shall be submitted to Grantee for approval in each instance in Grantee's sole discretion. Any Grantee approval shall be documented in writing and shall be contingent upon such uses complying with Grantee's clearance, access, and construction standards, as well as National Electrical Safety Code (NESC), Arizona law, Federal law (including OSHA), and all other applicable rules, codes or regulations. Unless agreed to in writing in each instance, the entirety of the Easement Parcel shall be drivable by Grantee's line maintenance vehicles. Any below-ground facilities located within the Easement Parcel must be designed to withstand a minimum loading of 320 pounds per square inch (PSI) applied to the ground surface under a crane outrigger pad measuring 27 inches in diameter. Under no circumstances may any use of the Easement Parcel (by Grantor or any third party) interfere with Grantee's right and ability to construct, access, maintain and use the Facilities, or endanger any of the Facilities or the use thereof.

Grantee shall have the right to construct, modify and maintain access openings at such locations and of such dimensions as solely determined by Grantee in walls or fences within the Easement Parcel. Grantor shall, at its expense, provide Grantee openings, at such locations and of such dimensions as solely determined by Grantee in future walls or fences within the Easement Parcel. Grantor shall have the right to install gates across said openings and Grantor and Grantee shall have the right to use said gates, provided that any locked gates be subject to joint access by Grantor and Grantee by provision of a multiple locking device.

Grantee shall have the right (but not the obligation) to trim, cut and clear away trees, brush or other vegetation on the Easement Parcel whenever in its judgment the same shall be necessary for the convenient and safe exercise of the rights herein granted.

In the event Grantee records a document to formally abandon the easement granted herein, all Grantee's rights hereunder shall cease, except the right to remove any and all property placed upon the Easement Parcel within a year subsequent to such abandonment.

In the event Grantor requires relocation of electric facilities, Grantor shall provide a replacement easement and be responsible for all associated relocation costs and expenses.

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) the successors (including successors in ownership and estate), assigns, lessees, franchisees, permittees and licensees of Grantor and Grantee.

The individual executing this document represents and warrants: (i) that he or she is authorized to do so on behalf of Grantor; (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); and (iii) that the execution, delivery, and performance by Grantor of this document and all others relating to the easement will not constitute a default under any agreement to which Grantor is a party. The individual executing this document shall indemnify, defend and hold harmless Grantee for, from and against any and all losses, costs, expenses, liabilities, claims, demands, and actions of any kind or nature, including court costs and attorneys' fees, arising or accruing as a result of the falsity of any of his or her representations and warranties contained in this document.

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LEGAL DESCRIPTION
SALT RIVER PROJECT
ELECTRIC EASEMENT 3

A portion of Lot 1, "San Tan Commerce Center Final Plat", as recorded in Book 456, Page 43, records of Maricopa County, Arizona, located within a portion of the northeast quarter of the northwest quarter of Section 31, Township 1 South, Range 5 East of the Gila and Salt River Meridian, Maricopa County, Arizona, being described as follows:

COMMENCING at a brass cap in handhole found at the northwest corner of said Section 31, from which a brass cap found at the north quarter corner thereof bears North 89°30'16" East, 2587.11 feet; thence along the north line of the northwest quarter of said Section 31, North 89°30'16" East, 1232.20 feet to an iron rod found at the northwest corner of the northeast quarter of said northwest quarter; thence along the west line of said northeast quarter of the northwest quarter, South 00°19'44" East, 65.00 feet to the northwest corner of said Lot 1; thence along the west line of said Lot 1, South 00°19'44" East, 137.14 feet to the POINT OF BEGINNING;

thence leaving the west line of said Lot 1, South 09°25'41" East, 88.27 feet;

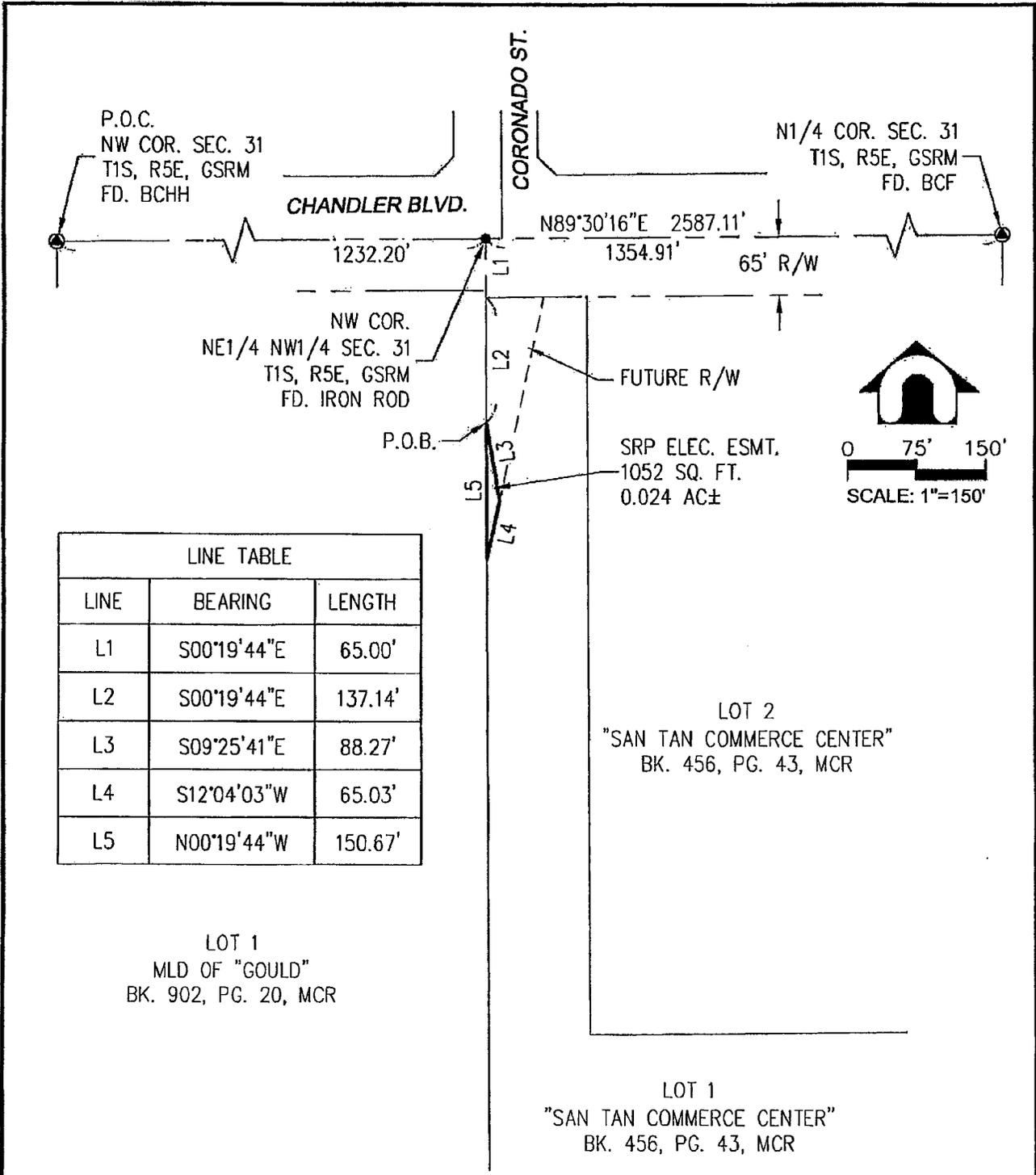
thence South 12°04'03" West, 65.03 feet to a point on the west line of said Lot 1;

thence along the west line of said Lot 1, North 00°19'44" West, 150.67 feet to the POINT OF BEGINNING.

Said parcel containing 1,052 square feet or 0.024 acres, more or less.



EXPIRES: 6/30/15



LINE TABLE		
LINE	BEARING	LENGTH
L1	S00°19'44"E	65.00'
L2	S00°19'44"E	137.14'
L3	S09°25'41"E	88.27'
L4	S12°04'03"W	65.03'
L5	N00°19'44"W	150.67'

DATE: 7/2013

SCALE:
 1"=150'
 SHEET
 1 OF 1

**SALT RIVER PROJECT
 ELECTRIC EASEMENT 3
 CHANDLER, ARIZONA**


**DAVID EVANS
 AND ASSOCIATES INC.**
 4600 East Washington Street, Suite 430
 Phoenix Arizona 85034
 Phone: 602.678.5151

WHEN RECORDED MAIL TO:

SALT RIVER PROJECT
Land Department/PAB360
P. O. Box 52025
Phoenix, Arizona 85072-2025

POWER TRANSMISSION EASEMENT

Maricopa County
Parcel #303-24-002-C
NW ¼, Sec. 31, T1S, R5E

R/W # 682A Agt. CKB
Job # LJ52807

CITY OF CHANDLER

hereinafter called Grantor, for and in consideration of the sum of One Dollar, and other valuable consideration, receipt of which is 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, its agents, employees, contractors, and permittees, and its and their respective successors and assigns, hereinafter called the Grantee, a non-exclusive easement in, upon, over, under, across, through and along the lands hereinafter described (such lands hereinafter described being sometimes referred to herein as the "Easement Parcel"), to construct, install, reconstruct, replace, remove, repair, operate and maintain a line or lines of poles, towers, or other supporting structures and conductors or cables suspended thereon and supported thereby, and underground conduits, conductors, pipes, cables, vaults, manholes, guys, anchorage, crossarms, braces, transformers and all other appliances, appurtenances and fixtures for the transmission and distribution of electricity, and for all other purposes connected therewith, and for the transmission and distribution of telephone, audio and/or visual signal and other communication or data transmission purposes (collectively "Facilities") at such locations and elevations, in, upon, over, under, across and along the Easement Parcel as Grantee may now or hereafter deem convenient or necessary from time to time, together with the right of ingress and egress to, from, across and along the Grantor's Property and with the right to use lands adjacent to said easement during temporary periods of construction and maintenance. Grantee is hereby authorized to allow other utility companies to use the Easement Parcel jointly with Grantee for Grantee's utility purposes without such companies being subject to applicable permit and planning requirements of the City of Chandler. Utility companies authorized by Grantee to use the Easement Parcel separately from Grantee for purposes other than the Grantee's utility purposes will be subject to applicable permit and planning requirements of the City of Chandler.

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

Grantor's Property:

That certain real property more particularly described in Book 10229 page 338, official Records of Maricopa County Recorder, Maricopa County, Arizona.

Easement Parcel:

See Exhibit "A" attached hereto and incorporated herein.

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. Notice is also hereby given that any activity performed within the Easement Parcel shall comply with the Arizona Overhead Powerline Safety Law, Arizona Revised Statutes Section 40-360.41, et seq.

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 operational area that extends 12.00 feet immediately in front of all transformer and other equipment openings. No obstruction, trees, shrubs, fixtures or permanent structures shall be placed within said areas.

Grantor shall not construct, install or place, or permit to be constructed, installed or placed, any building or other structure, plant any trees, drill any well, store materials of any kind, or alter ground level by cut or fill, within the limits of the Easement Parcel and its associated airspace; provided, however, that Grantor may, with the prior written consent and in the sole discretion of Grantee, use (or permit third party use of) the Easement Parcel for specific purposes reviewed and approved in writing by Grantee. Any proposed or existing uses shall be submitted to Grantee for approval in each instance in Grantee's sole discretion. Any Grantee approval shall be documented in writing and shall be contingent upon such uses complying with Grantee's clearance, access, and construction standards, as well as National Electrical Safety Code (NESC), Arizona law, Federal law (including OSHA), and all other applicable rules, codes or regulations. Unless agreed to in writing in each instance, the entirety of the Easement Parcel shall be drivable by Grantee's line maintenance vehicles. Any below-ground facilities located within the Easement Parcel must be designed to withstand a minimum loading of 320 pounds per square inch (PSI) applied to the ground surface under a crane outrigger pad measuring 27 inches in diameter. Under no circumstances may any use of the Easement Parcel (by Grantor or any third party) interfere with Grantee's right and ability to construct, access, maintain and use the Facilities, or endanger any of the Facilities or the use thereof.

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Grantee shall have the right (but not the obligation) to trim, cut and clear away trees, brush or other vegetation on the Easement Parcel whenever in its judgment the same shall be necessary for the convenient and safe exercise of the rights herein granted.

In the event Grantee records a document to formally abandon the easement granted herein, all Grantee's rights hereunder shall cease, except the right to remove any and all property placed upon the Easement Parcel within a year subsequent to such abandonment.

In the event Grantor requires relocation of electric facilities, Grantor shall provide a replacement easement and be responsible for all associated relocation costs and expenses.

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) the successors (including successors in ownership and estate), assigns, lessees, franchisees, permittees and licensees of Grantor and Grantee.

The individual executing this document represents and warrants: (i) that he or she is authorized to do so on behalf of Grantor; (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); and (iii) that the execution, delivery, and performance by Grantor of this document and all others relating to the easement will not constitute a default under any agreement to which Grantor is a party. The individual executing this document shall indemnify, defend and hold harmless Grantee for, from and against any and all losses, costs, expenses, liabilities, claims, demands, and actions of any kind or nature, including court costs and attorneys' fees, arising or accruing as a result of the falsity of any of his or her representations and warranties contained in this document.

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

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

By: _____
Mayor

Attest:

Clerk

APPROVED AS TO FORM:

City Attorney for the City of Chandler *6/2/12*

STATE OF ARIZONA)
) ss
COUNTY OF MARICOPA)

On this ____ day of _____, _____, before me, the undersigned, personally appeared _____ and _____ as the Mayor and Clerk 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..

My Commission Expires: _____
Notary Public

(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 11-1132 and 11-1133 pursuant to the exemptions set forth in A.R.S. Sections 11-1134(A)(2) and (A)(3).

EXHIBIT "A"
**DESCRIPTION OF REAL ESTATE IN MARICOPA COUNTY,
STATE OF ARIZONA**

A PARCEL OF LAND LOCATED IN G.L.O. LOT 2 OF SECTION THIRTY ONE (31), TOWNSHIP ONE (1) SOUTH, RANGE FIVE (5) EAST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 31, (BRASS CAP IN HANDHOLE) FROM WHICH THE NORTHWEST CORNER OF SAID SECTION 31 (BRASS CAP IN HANDHOLE) BEARS NORTH 00 DEGREES 23 MINUTES 24 SECONDS WEST (BASIS OF BEARINGS) A DISTANCE OF 2632.83 FEET;

THENCE NORTH 00 DEGREES 23 MINUTES 24 SECONDS WEST, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 31, A DISTANCE OF 1316.41 FEET TO THE NORTHWEST CORNER OF G.L.O. LOT 2;

THENCE NORTH 89 DEGREES 38 MINUTES 14 SECONDS EAST, ALONG THE NORTH LINE OF G.L.O. LOT 2, A DISTANCE OF 33.49 FEET TO THE POINT OF BEGINNING OF THE EASEMENT HEREIN DESCRIBED;

THENCE CONTINUING NORTH 89 DEGREES 38 MINUTES 14 SECONDS EAST, ALONG THE NORTH LINE OF G.L.O. LOT 2, A DISTANCE OF 30.05 FEET;

THENCE SOUTH 03 DEGREES 43 MINUTES 12 SECONDS EAST A DISTANCE OF 190.33 FEET TO A POINT ON THE SOUTH LINE OF THAT PARCEL OF LAND DESCRIBED IN DOCKET 10229, PAGE 338, MARICOPA COUNTY RECORDER;

THENCE SOUTH 89 DEGREES 38 MINUTES 14 SECONDS WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 30.05 FEET;

THENCE NORTH 03 DEGREES 43 MINUTES 12 SECONDS WEST A DISTANCE OF 190.33 FEET TO A POINT ON THE NORTH LINE OF G.L.O. LOT 2 AND THE POINT OF BEGINNING.

CONTAINING AN AREA OF 5,710 SQUARE FEET OR 0.13 ACRES MORE OR LESS.

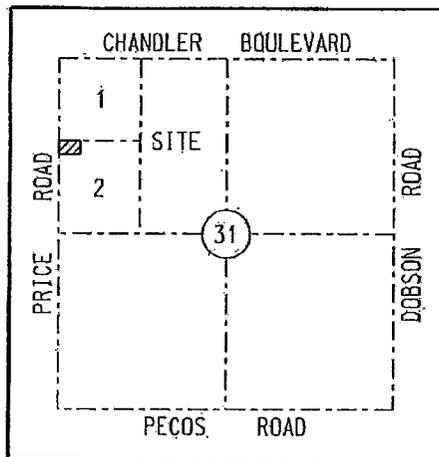


REGISTRATION
EXPIRES: 03-31-16

EXHIBIT "A"



REGISTRATION
EXPIRES: 03-31-16



VICINITY MAP (N.T.S.)
T1S, R5E
G&SRM

ABBREVIATION TABLE

APN	ASSESSOR PARCEL NUMBER
BCHH	BRASS CAP IN HAND HOLE
(C)	CALCULATED
EPAD	EQUIPMENT PAD
FND	FOUND
GLO	GENERAL LAND OFFICE
MCR	MARICOPA COUNTY RECORDER
(M)	MEASURED
(R)	RECORDED
RLS	REGISTERED LAND SURVEYOR
W/	WITH
LVI	LAST VISUAL INSPECTION

BASIS OF BEARINGS
NAD83, ARIZONA STATE PLANE COORDINATE SYSTEM
CENTRAL ZONE 202

LEGEND

-----	SECTION AND CENTERLINE
—————	PROPERTY LINE
—————	LIMITS OF SRP OVERHEAD EASEMENT
◆	SECTION CORNER AS NOTED

OVERHEAD ELECTRIC POWER LINE EASEMENT MARICOPA COUNTY, ARIZONA

CAUTION

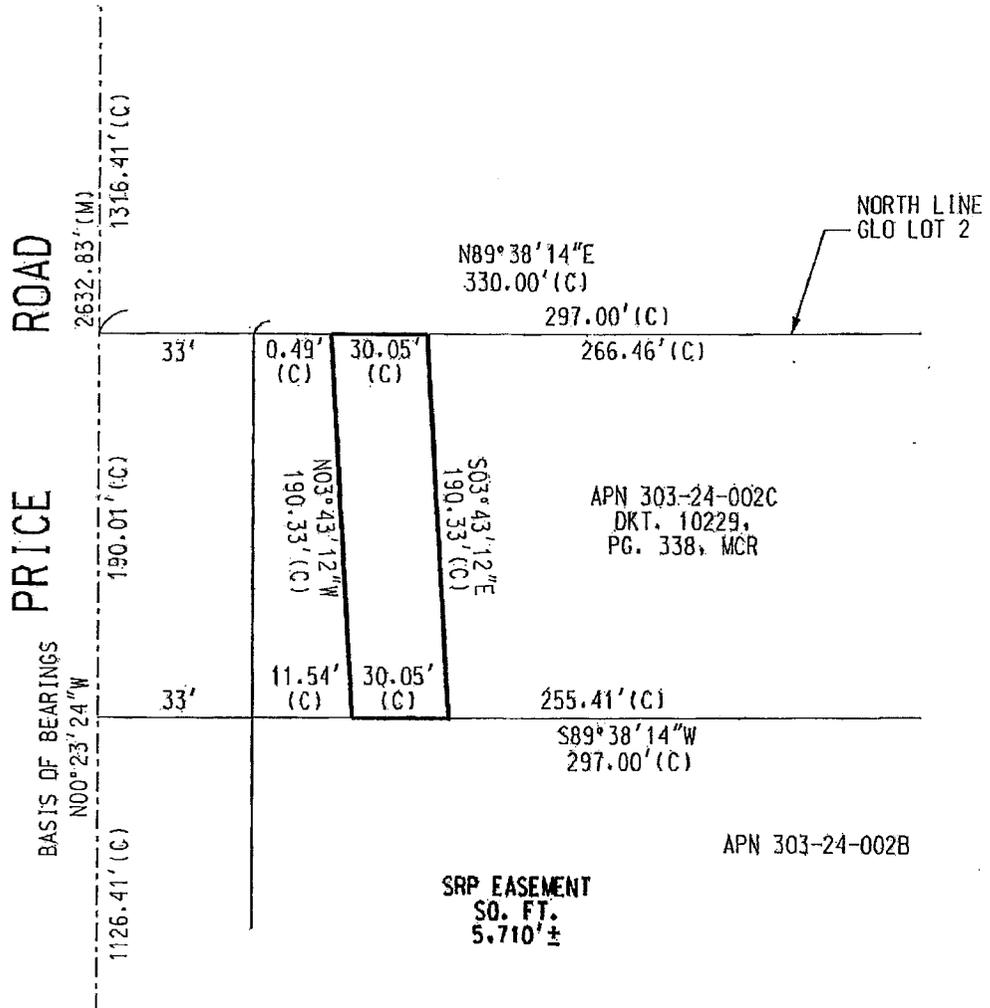
THE EASEMENT LOCATION AS HEREON DELINEATED MAY CONTAIN HIGH VOLTAGE ELECTRICAL EQUIPMENT, NOTICE IS HEREBY GIVEN THAT THE LOCATION OF UNDERGROUND ELECTRICAL CONDUCTORS OR FACILITIES MUST BE VERIFIED AS REQUIRED BY ARIZONA REVISED STATUTES, SECTION 40-380.21, ET. SEQ., ARIZONA BLUE STAKE LAW, PRIOR TO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

SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT & POWER DISTRICT		SURVEY DIVISION LAND DEPARTMENT ROCKEFELLER CENTER NW 1/4, SEC 31 T1S, R5E 24.2E - 5.2S
SRP JOB NUMBER: XA3-3814	SCALE: NTS	
AMP W/O NUMBER: 6196 81905829	SHEET: 1 OF 3	
AGENT: BANNERMAN	SHEET SIZE: 8.5"x11"	
DRAWN: B. HICK	REVISION: 0	
CHECKED BY:	CREW CHIEF: GUERRERO	
DATE: 8/12/13	FIELD DATE: 5/25/13	

EXHIBIT "A"



SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT & POWER DISTRICT	
SRP JOB NUMBER: XA3-3814	SCALE: NTS
AMP W/O NUMBER: 6196 81905829	SHEET: 3 OF 3
AGENT: BANNERMAN	SHEET SIZE: 8.5"x11"
DRAWN: B.HICK	REVISION: 0
CHECKED BY:	CREW CHIEF: GUERRERO
DATE: 8/12/13	FIELD DATE: 5/25/13

SURVEY DIVISION
LAND DEPARTMENT

ROCKEFELLER CENTER
 NW 1/4, SEC 31
 T1S, R5E
 24.2E - 5.2S