

#3
SEP 08 2014

ORDINANCE NO. 4555

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, TO AUTHORIZE AND APPROVE GRANTING A NO COST POWER DISTRIBUTION EASEMENT TO SALT RIVER ON A PORTION OF SHAWNEE PARK.

WHEREAS, the City of Chandler has facilities at Shawnee Park that require electrical power provided by Salt River Project; and

WHEREAS, the power cable servicing these facilities is failing and in order to replace it Salt River Project (SRP) requires an easement; and

WHEREAS, the City of Chandler is willing to grant a power distribution easement at no cost to SRP for that purpose.

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 a power easement at no cost to Salt River Project, through, over, under and across that certain property described and depicted in Exhibit "A" attached hereto and made a part hereof by this reference.

Section 2. That the granting of said power distribution 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 and this Ordinance on behalf of the City.

INTRODUCED AND TENTATIVELY APPROVED by the City Council this _____ day of _____, 2014.

ATTEST:

CITY CLERK

MAYOR

PASSED AND ADOPTED by the City Council this _____ day of _____, 2014.

ATTEST:

CITY CLERK

MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Ordinance No. 4555 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the _____ day of _____, 2014, 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/PAB350
P. O. Box 52025
Phoenix, Arizona 85072-2025

POWER DISTRIBUTION EASEMENT

Maricopa County
Parcel # 302-25-316A & 316B
SE1/4 Sec. 17, T1S, R5E

Agt. JMM
Job # KER-953

AMP# T1693774 *W 1/2 1/3*
W *[Signature]* C *[Signature]*

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 underground electrical conductors, conduits, pipes, cables, vaults, pads, switching equipment, enclosures, manholes and transformers and all other appliances, appurtenances and fixtures (collectively "Facilities") for the transmission and distribution of electricity and for all other purposes connected therewith at such locations and elevations, in, upon, over, under, across, through 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.

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 No. 1:

A portion of Tract "F" of College Park Unit 14, a subdivision as recorded in Book 191 at page 18 of Maps and Plats in Maricopa County, Arizona as described in Quit Claim Deed in Docket 14656 page 900 records of Maricopa County, Arizona.

Grantor's Property No. 2:

A portion of Tract "F" of College Park Unit 14, a subdivision as recorded in Book 191 at page 18 of Maps and Plats in Maricopa County, Arizona as described in Quit Claim Deed in Docket 14227 page 11 records of Maricopa County, Arizona.

Easement Parcel:

Said easement being a strip of land 8.00 feet in width, lying 4.00 feet on each side of the described as "CENTERLINE OF 8' EASEMENT" delineated on Exhibit "A" (Mesquite and Central, SRP Job # KER-953) said Exhibit "A", prepared by Salt River Project A.I & Power District dated 9/26/13 attached hereto and made a part hereof. Said easement also to include the transformer pads as described and/or depicted on said Exhibit "A".

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.

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 area of the Easement Parcel.

If Grantee performs excavation activities in or around the Easement Parcel and disturbs or damages any of the real property or improvements of Grantor while performing such excavation, all such real property or improvements disturbed or damaged shall be restored as close to original condition as is reasonably possible at the expense of the Grantee.

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 reasonable time subsequent to such abandonment.

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 heirs, administrators, executors, personal representatives, legal representatives, lessees, successors (including successors in ownership and estate) and assigns.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

