

#15

NOV 20 2014



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Where Values Make The Difference

MEMORANDUM Transportation & Development Department - Memo No. RE15-040

DATE: NOVEMBER 20, 2014

TO: MAYOR AND COUNCIL

THRU: RICH DLUGAS, CITY MANAGER *RD*
MARSHA REED, ASSISTANT CITY MANAGER *MR*
R.J. ZEDER, TRANSPORTATION & DEVELOPMENT DIRECTOR *RJ*

FROM: ERICH KUNTZE, REAL ESTATE COORDINATOR *EK*

SUBJECT: RESOLUTION NO. 4811 AUTHORIZING THE ACCEPTANCE OF A ROADWAY AND UTILITY EASEMENT FROM THE ROOSEVELT WATER CONSERVATION DISTRICT (RWCD), AT NO COST TO THE CITY, OVER PORTIONS OF APPLEBY ROAD AND ADOBE DRIVE, WITHIN LAYTON LAKES PARCEL 26

RECOMMENDATION: Staff recommends City Council pass and adopt Resolution No. 4811 authorizing the acceptance of a Roadway and Utility Easement from the Roosevelt Water Conservation District (RWCD), at no cost to the City, over portions of Appleby Road and Adobe Drive, within Layton Lakes Parcel 26.

BACKGROUND/DISCUSSION: City Council approved the zoning for Layton Lakes at its March 5, 2001, meeting. Various portions of Layton Lakes have been developed over time and now parcel 26 is being developed. RWCD owns a strip of land used for an irrigation facility that runs through the Layton Lakes development. RWCD is granting a Roadway and Utility Easement to the City, at no cost, for the areas where Appleby Road and Adobe Drive cross the RWCD property.

Staff has determined that the legal descriptions on the Roadway and Utility Easement are correct and recommends City Council accept the easement.

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FINANCIAL IMPLICATIONS:

Costs:	None
Savings:	None
Long Term Costs:	None
Fund Source:	None

PROPOSED MOTION: Staff recommends City Council pass and adopt Resolution No. 4811 authorizing the acceptance of a Roadway and Utility Easement from the Roosevelt Water Conservation District (RWCD), at no cost to the City, over portions of Appleby Road and Adobe Drive, within Layton Lakes Parcel 26.

Attachments: Location/Site Map
Resolution No. 4811



ACCEPT ROADWAY AND UTILITY EASEMENT FROM ROOSEVELT WATER CONSERVATION DISTRICT



MEMO NO. RE15-040

RESOLUTION NO. 4811

- ROADWAY EASEMENT
- PUBLIC UTILITY EASEMENT



RESOLUTION NO. 4811

A RESOLUTION OF THE COUNCIL OF THE CITY OF CHANDLER, ARIZONA, AUTHORIZING THE ACCEPTANCE OF A ROADWAY AND UTILITY EASEMENT FROM THE ROOSEVELT WATER CONSERVATION DISTRICT (RWCD), AT NO COST TO THE CITY, OVER PORTIONS OF APPLEBY ROAD AND ADOBE DRIVE, WITHIN LAYTON LAKES PARCEL 26.

WHEREAS, the City is agreeable to accepting the Roadway and Utility Easement from the Roosevelt Water Conservation District, at no cost to the City, over portions of Appleby Road and Adobe Drive, within Layton Lakes Parcel 26; and

WHEREAS, the Roosevelt Water Conservation District is willing to grant said Roadway and Utility Easement to the City of Chandler, at no cost;

NOW, THEREFORE, BE IT RESOLVED 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 accept the Roadway and Utility Easement for that certain property described in Exhibit "A" and depicted in Exhibit "B" attached hereto and made a part hereof by reference.

Section 2. That the Roadway and Utility Easement will be in the form as approved by the City Attorney.

Section 3. That the Mayor of the City of Chandler, Arizona, is hereby authorized to sign, accepting the Roadway and Utility Easement on behalf of the City.

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

ATTEST:

CITY CLERK

MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 4811 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

APPROVE AS TO FORM

CITY ATTORNEY *GAB*

WHEN RECORDED RETURN TO:

Roosevelt Water Conservation District
P.O. Box 100
15400 S. Higley Road
Higley, AZ 85236

ROADWAY AND UTILITY EASEMENT
(COC - Appleby Road @ Adobe Drive - Layton Lakes Parcel 26)

NW ¼ of Section 18 T2S R5E
Maricopa County G&SRM

ROOSEVELT WATER CONSERVATION DISTRICT, 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 **CITY OF CHANDLER**, a municipal corporation, hereinafter called Grantee, and Grantee's agents, tenants, licensees, invitees, employees, contractors, representatives, successors and assigns, a non-exclusive easement over, across and upon Grantor's property for public roadway and utility purposes, including the construction, installation and maintenance of roadway, drainage, utility, sidewalk and street lighting facilities. The location of the roadway easement provided herein is described in Exhibit A attached hereto (hereinafter "Easement Property").

Subject to the provisions set forth herein, Grantor reserves the right to use and occupy the Easement Property for any purpose consistent with the rights and privileges above granted, provided, however, that such use shall not unreasonably interfere with Grantee's right and ability to access the property it has been granted rights to by this Roadway Easement. The Roadway and Utility Easement granted herein does not under any circumstances abrogate or nullify Grantor's rights and interests in and to its property. The Roadway and Utility Easement does not provide to Grantee any right to the property described herein that is superior to Grantor's rights and interests in and to its property. Grantee agrees that any improvements permitted by this Roadway and Utility Easement shall satisfy Grantor's utility separation requirements.

Grantee shall indemnify, release, and hold harmless Grantor and the directors, officers, employees, agents, successors and assigns thereof, against and from any damage claim, demand, lawsuit or action of any kind for damages or loss, whether such damage or loss is to person or property, arising in whole or in part out of: (a) negligent or otherwise wrongful acts or omissions of Grantee, its agents, contractors, officers, directors, or employees; (b) Grantee's use or occupancy of the Easement Property for the purposes contemplated by this Agreement, including but not limited to claims by third parties who are invited or permitted onto the Easement Property, either expressly or impliedly, by Grantee or by the nature of Grantee's improvement or other use of the Easement Property pursuant to this Agreement; or (c) Grantee's failure to comply with or fulfill its obligations established by this Agreement or by law. Such obligation to indemnify shall extend to and encompass all costs incurred by Grantor in defending against such claims, demands, lawsuits or actions, including but not limited to attorney, witness and expert fees, and any other litigation related expenses. Grantee's obligation hereunder shall not extend to claims, demands, lawsuits or actions for liability attributable to the sole exclusive negligence or willful action of Grantor, its directors, officers, employees, agents, successors or assigns.

Grantor shall incur no liability for any costs of repairing or replacing Grantee's improvements as may be damaged as a result of Grantor's use of the Easement Property as defined herein or Grantor's operation and maintenance of its facilities, unless due to negligent

or willful acts or omissions of Grantor or its agents or employees. When circumstances permit Grantee shall provide Grantor with as much notice as is reasonably possible as to anticipated repair or improvement activity within the Easement Property.

Grantee, at its own expense, shall maintain all of the Easement Property in reasonably good, sanitary and safe condition. Subject to the conditions set forth herein, Grantor reserves to itself a right of access to the Easement Property for the construction, use, operation, maintenance, relocation and removal of any existing and future irrigation system facilities. Any such construction, use, operation, maintenance, relocation or removal shall be performed in a manner designed to avoid, to the extent feasible, disturbance to Grantee's use and enjoyment of the Easement Property. Nothing in this Agreement shall be construed to deny or lessen the powers and privileges granted Grantor by the laws of the State of Arizona.

The Roadway and Utility Easement is subject to all existing encumbrances of record, including easements and licenses. Grantor consents only to the use of the Easement Property for the specific purposes described herein. Nothing in this document shall be construed as Grantor's representation, warranty, approval or consent regarding rights in the Easement Property. Grantee shall indemnify and hold Grantor harmless from any liability arising out of any dispute or claim regarding actual or alleged interests in the Easement Property affecting Grantee's interests created herein.

Grantee acknowledges and agrees that neither Grantor nor any other person acting on Grantor's behalf has made and does not make any representations whatsoever as to the physical condition or any other matter or thing affecting or relating to any of the Roadway Easement Property.

If Grantee abandons the use of all or any part of the Easement Property, Grantee's rights hereunder to the part or the property abandoned shall cease and the property shall revert to Grantor.

This Agreement shall be construed according to the laws of the State of Arizona. In the event action is necessary to enforce the terms of the Agreement the prevailing party shall be entitled to recover its attorneys' fees and costs.

Notice is given that excavation and related activity within the Easement Property may be subject to compliance with Arizona's Underground Facilities Act, A.R.S. §§ 40-360.21, et seq.

IN WITNESS WHEREOF, the parties hereto have executed this Roadway and Utility Easement this _____ day of _____, 2014.

GRANTOR:
ROOSEVELT WATER CONSERVATION DISTRICT

By: _____
Shane M. Leonard, General Manager

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On this _____ day of _____, 2014, the foregoing Roadway and Utility Easement was acknowledged before me by Shane M. Leonard, the General Manager of the ROOSEVELT WATER CONSERVATION DISTRICT, an irrigation district organized and existing under the laws of the State of Arizona ("RWCD"), on behalf of RWCD.

My Commission Expires:

Notary Public

APPROVED AS TO FORM
CITY ATTORNEY GAB

GRANTEE:
CITY OF CHANDLER

By: _____

Its: _____

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On this _____ day of _____, 2014, the foregoing Roadway and Utility Easement was acknowledged before me by _____, the _____ of the CITY OF CHANDLER, and such authorized representative(s) acknowledged that this document was executed on behalf of the corporation for the purposes therein contained.

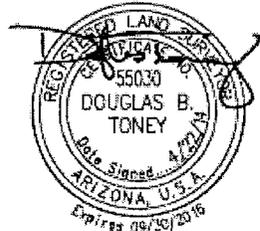
My Commission Expires:

Notary Public

**Exhibit A
to
Roadway & Utility Easement Agreement**

DESCRIPTION OF EASEMENT PROPERTY

[To Be Attached]



**LEGAL DESCRIPTION
RWCD CROSSING
ROADWAY EASEMENT**

A PORTION OF THAT PARCEL OF LAND DESCRIBED IN BOOK 303 OF DEEDS, PAGE 154, OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA, LOCATED IN THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 2 SOUTH, RANGE 6 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 18, BEING A BRASS CAP FLUSH, FROM WHICH THE CENTER OF SAID SECTION 18, BEING A 1-1/4" IRON PIPE, BEARS NORTH 89° 00' 59" EAST, A DISTANCE OF 2494.85 FEET;

THENCE NORTH 89° 00' 59" EAST, ALONG THE EAST-WEST MID-SECTION LINE OF SAID SECTION 18, A DISTANCE OF 442.34 FEET;

THENCE NORTH 77° 11' 15" WEST, A DISTANCE OF 23.55 FEET TO THE **POINT OF BEGINNING**;

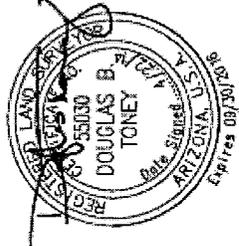
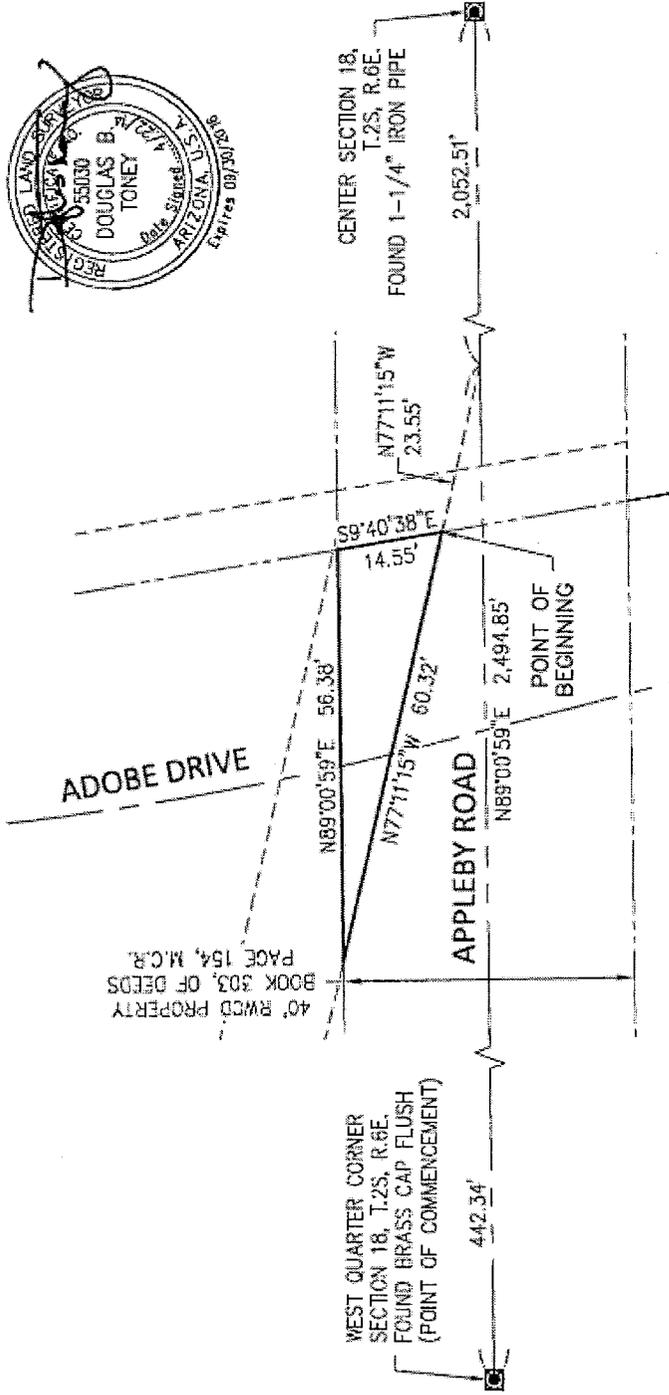
THENCE CONTINUING NORTH 77° 11' 15" WEST, A DISTANCE OF 60.32 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 20.00 FEET OF THE NORTHWEST QUARTER OF SAID SECTION 18;

THENCE NORTH 89° 00' 59" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 56.38 FEET;

THENCE SOUTH 09° 40' 38" EAST, A DISTANCE OF 14.55 FEET TO THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINS 405 SQUARE FEET OR 0.0093 ACRES, MORE OR LESS.

File: P:\9535 - Layton Lakes\9535-01-001 (SUR)\Survey\Exhibits\9535-23 ROADWAY.dwg Plot: 2014, Apr 22



NOTE: THIS EXHIBIT IS MEANT SOLELY AS A REFERENCE TO THE LEGAL DESCRIPTION TO WHICH IT IS ATTACHED. IT IS NOT TO BE CONSIDERED A STAND ALONE DOCUMENT, NOR THE RESULT OF A FIELD SURVEY.



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 Fax: (480) 822-8841
 www.bowmanconsulting.com

Bowman
 CONSULTING

EXHIBIT			
RWCD CROSSING - ROADWAY ESMT			
BY: AG	CHK: DT	QC: DT	
BCG PROJECT NO: 9535-01	TASK: 001	CLIENT REF NO:	
DATE:			
4/22/14			
SHEET	1	OF	1

April 22, 2014
PROJECT # 9505-01-001



**LEGAL DESCRIPTION
RWCD CROSSING
PUBLIC UTILITY EASEMENT**

A PORTION OF THAT PARCEL OF LAND DESCRIBED IN BOOK 303 OF DEEDS, PAGE 154, OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA, LOCATED IN THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 2 SOUTH, RANGE 6 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 18, BEING A BRASS CAP FLUSH, FROM WHICH THE CENTER OF SAID SECTION 18, BEING A 1-1/4" IRON PIPE, BEARS NORTH 89° 00' 59" EAST, A DISTANCE OF 2494.85 FEET;

THENCE NORTH 89° 00' 59" EAST, ALONG THE EAST-WEST MID-SECTION LINE OF SAID SECTION 18, A DISTANCE OF 442.34 FEET;

THENCE NORTH 77° 11' 15" WEST, A DISTANCE OF 14.89 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUING NORTH 77° 11' 15" WEST, A DISTANCE OF 8.66 FEET;

THENCE NORTH 09° 40' 38" WEST, A DISTANCE OF 14.55 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 20.00 FEET OF THE NORTHWEST QUARTER OF SAID SECTION 18;

THENCE NORTH 89° 00' 59" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 8.09 FEET;

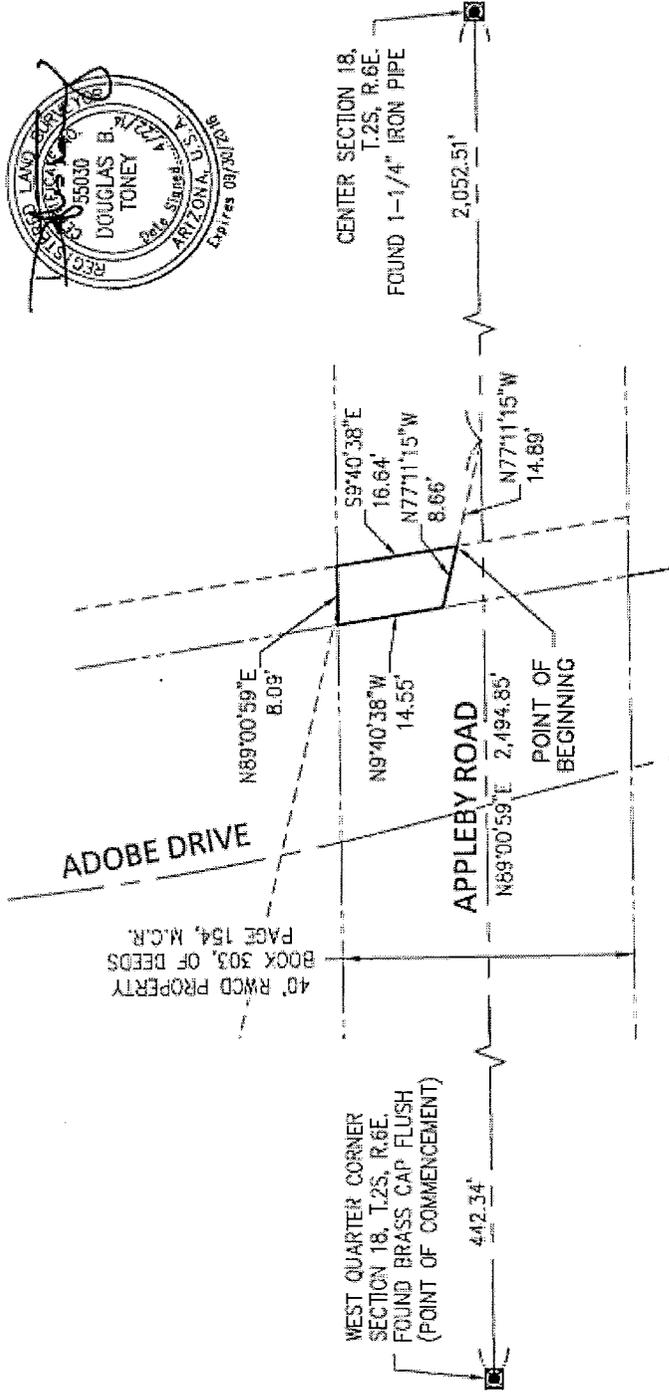
THENCE SOUTH 09° 40' 38" EAST, A DISTANCE OF 16.64 FEET TO THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINS 125 SQUARE FEET OR 0.0029 ACRES, MORE OR LESS.

P:\9505 - Layton Lakes\9505-01-001 (SUR)\Survey\Legals\9505_P26 RWCD PUE.docx

Bowman Consulting Group, Ltd. • 1285 W Washington, Suite 108 • Tempe, Arizona 85281 • P: 480.629.8830

File: P:\9565 - Layton Lake\9545-01-001 (SUR)\Survey\Exhibits\9565 P26 RWCD PUE.dwg Plot: 2014, Apr 22



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EXHIBIT		RWCD CROSSING - P.U.E.	
BY: AG	CHK: DT	QC: DT	TASK: 001
DATE:		4/22/14	
BCG PROJECT NO: 9565-01		CLIENT REF NO:	

Bowman
CONSULTING

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Tempe, AZ 85281
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Fax: (480) 829-8841
www.bowmanconsulting.com

ACCEPTANCE

The CITY OF CHANDLER, an Arizona Municipal Corporation, does hereby accept the foregoing Roadway and Utility Easement and the terms and conditions thereof.

In witness whereof, the CITY OF CHANDLER has caused this ACCEPTANCE to be executed by its Mayor pursuant to authority granted by its City Council this ____ day of _____, 2014.

ATTEST:

CITY OF CHANDLER

By: _____
City Clerk

By: _____
Mayor

APPROVED AS TO FORM:

CITY ATTORNEY