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APR 16 2015



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MEMORANDUM Transportation & Development – Memo No. RE15-137

DATE: APRIL 16, 2015

TO: MAYOR AND COUNCIL

THRU: RICH DLUGAS, CITY MANAGER RD
 NACHIE MARQUEZ, ASSISTANT CITY MANAGER ^{NM}
 R.J. ZEDER, TRANSPORTATION & DEVELOPMENT DIRECTOR ^{RJZ}
 DANIEL W. COOK, CITY ENGINEER ^{DW}

FROM: ERICH KUNTZE, REAL ESTATE COORDINATOR ^{EK}

SUBJECT: RESOLUTION NO. 4700 ACCEPTING A RIGHT-OF-WAY LICENSE FROM
 SALT RIVER PROJECT (SRP) ON BEHALF OF THE UNITED STATES OF
 AMERICA, AT NO COST, FOR A PORTION OF THE WEST HALF OF
 ALMA SCHOOL ROAD LYING NORTH OF PECOS ROAD

RECOMMENDATION: Staff recommends City Council pass and adopt Resolution No. 4700 accepting a right-of-way license from Salt River Project (SRP) on behalf of the United States of America, at no cost, for a portion of the west half of Alma School Road, lying north of Pecos Road.

BACKGROUND/DISCUSSION: In reviewing its GIS data base, SRP learned that a portion of Alma School Road was constructed over a parcel of land approximately 20 feet wide and 1,314 feet long that is owned by the United States of America that was previously used for its irrigation facilities. In order to allow for Alma School Road to cross over the parcel, SRP is granting a right-of-way license to the City of Chandler, at no cost.

Staff has determined that the legal description on the right-of-way license is correct and recommends that Council accept the license.

FINANCIAL IMPLICATIONS:

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

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PROPOSED MOTION: Staff recommends City Council pass and adopt Resolution No. 4700 accepting a right-of-way license from Salt River Project (SRP) on behalf of the United States of America, at no cost, for a portion of the west half of Alma School Road, lying north of Pecos Road.

Attachments: Location/Site Map
Resolution No. 4700



**ACCEPTING A RIGHT-OF-WAY LICENSE FROM
SALT RIVER PROJECT ON BEHALF OF THE UNITED STATES
OF AMERICA, AT NO COST, FOR A PORTION OF THE WEST
HALF OF ALMA SCHOOL RD LYING NORTH OF PECOS RD**



ROW LICENSE

**MEMO NO. RE15-137
RESOLUTION NO. 4700**



RESOLUTION NO. 4700

A RESOLUTION OF THE COUNCIL OF THE CITY OF CHANDLER, ARIZONA, AUTHORIZING THE ACCEPTANCE OF A RIGHT-OF-WAY LICENSE FROM SALT RIVER PROJECT (SRP) ON BEHALF OF THE UNITED STATES OF AMERICA, AT NO COST, FOR A PORTION OF THE WEST HALF OF ALMA SCHOOL ROAD, LYING NORTH OF PECOS ROAD.

WHEREAS, the City is agreeable to accepting the right-of-way license from Salt River Project (SRP) on behalf of the United States of America, at no cost, for a portion of the West half of Alma School Road, lying North of Pecos Road; and

WHEREAS, SRP is willing to grant said right-of-way license, at no cost, to the City of Chandler;

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 right-of-way license 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 right-of-way license 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 right-of-way license on behalf of the City.

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this _____ day of _____, 2015.

ATTEST:

CITY CLERK

MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 4700 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the _____ day of _____, 2015, and that a quorum was present thereat.

CITY CLERK

APPROVE AS TO FORM

CITY ATTORNEY (LB)

ACCEPTANCE

The CITY OF CHANDLER, an Arizona Municipal Corporation, does hereby accept the foregoing right-of-way license 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 _____, 2015.

ATTEST:

CITY OF CHANDLER

By: _____
City Clerk

By: _____
Mayor

APPROVED AS TO FORM:

CITY ATTORNEY (MB)

WHEN RECORDED MAIL TO:

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

RIGHT OF WAY LICENSE

Maricopa County

R/W No. 823 Agt. DJK
W DSK-C PSH

KNOW ALL MEN BY THESE PRESENTS:

That for the consideration of One (\$1.00) Dollar and other valuable considerations, **SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT**, an agricultural improvement district organized and existing under the laws of the State of Arizona, Licensor, hereby grants to the **CITY OF CHANDLER, an Arizona municipal corporation**, Licensee, a Right of Way License ("License") conveying the nonexclusive right and privilege to enter upon and use the following described certain real property ("Licensed Property") for roadway, landscaping, water, and sewer lines, situated in the County of Maricopa, State of Arizona, to-wit:

The West Twenty (20) feet of the East Thirty-Three (33) feet of the North One Thousand Three Hundred Fourteen (1,314) feet of the South One Thousand Three Hundred Thirty-Four (1334) feet of the Southeast Quarter (SE 1/4) of Section Thirty-Two (32), Township One (1) South, Range Five (5) East of the Gila and Salt River Meridian.

This License is subject to the paramount rights of the United States of America ("USA") in and to the Licensed Property, federal reclamation law, and all agreements existing and to be made between and among the U.S.A., the Salt River Valley Water Users' Association ("Association") and Licensor regarding the management, care, operation and maintenance of the Reclamation Project.

The License herein granted shall be subject to the following additional conditions:

- 1) Licensor shall retain the prior right to construct, reconstruct, operate and maintain its existing and future irrigation, electrical and telecommunication facilities within the Licensed Property herein granted.
- 2) This License is nonexclusive and nothing herein shall be construed to prevent or restrict Licensor from granting other privileges to use the Licensed Property in a manner not inconsistent with Licensee's use of the Licensed Property in accordance with this License.

- 3) Licensor shall not be liable for any expense, cost or charge arising from Licensee's exercise of rights granted herein. Licensee shall reimburse Licensor for all costs and expenses incurred by Licensor to remove or relocate irrigation or electrical facilities and landscaping to accommodate the purposes for which this License is issued.
- 4) Prior to making any improvements or requesting any proposed alteration to existing structures within the Licensed Property, Licensee shall submit plans for Licensor's approval. Such approval shall not be unreasonably withheld.
- 5) To the extent not prohibited by law or expressly excepted herein, Licensee, its successors and assigns ("Indemnitors"), shall indemnify, release, and hold harmless Licensor, Association and the United States of America ("Indemnitees") and the directors, officers, employees, agents, successors and assigns thereof, against and from any damage, loss or liability caused in whole or in part by Licensee, regardless of whether caused in part by Indemnitees or any of them, and suffered by Indemnitees as a result of any claim, demand, lawsuit or action of any kind, whether such damage or loss is to person or property, arising out of, resulting from or caused by: (a) the acts or omissions of Licensee, its agents, contractors, officers, directors, or employees; (b) Licensee's use or occupancy of the Licensed Property for the purposes contemplated by this License, including but not limited to claims by third parties who are invited or permitted onto the Licensed Property, either expressly or impliedly, by Licensee or by the nature of Licensee's improvement or other use of the Licensed Property pursuant to this License; (c) Licensee's failure to comply with or fulfill its obligations established by this License or by law. Such obligation to indemnify shall extend to and encompass all costs incurred by Licensor in defending against such claims, demands, lawsuits or actions, including but not limited to attorney, witness and expert witness fees, and any other litigation related expenses. Indemnitors' obligation pursuant to this Section shall not extend to any damage, loss or liability as a result of any claim, demand, lawsuit or action of any kind, whether such damage, loss or liability is to person or property arising out of, resulting from or caused by the sole, exclusive acts or omissions of Indemnitees, their contractors, directors, officers, employees, agents, successors or assigns for which Licensor shall indemnify, release and hold harmless Indemnitors. Licensor's obligation to indemnify Indemnitors shall extend to and encompass all costs incurred by Indemnitors in defending against such claims, demands, lawsuits or actions, including but not limited to attorney, witness and expert witness fees, and any other litigation related expenses. The provisions of this Section shall survive termination of this License.
- 6) The License herein granted is subject to all prior licenses, leases, and easements of record.
- 7) Either party may terminate this License without cause upon not less than 360 days written notice.

