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APR 30 2015



MEMORANDUM Transportation & Development – Memo No. RE15-146

DATE: APRIL 30, 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: INTRODUCTION AND TENTATIVE ADOPTION OF ORDINANCE NO. 4624 GRANTING A NO COST IRRIGATION EASEMENT THROUGH, OVER, UNDER AND ACROSS A PORTION OF ELLIS STREET, ADJACENT TO THE CONTINUUM PROJECT, TO SALT RIVER PROJECT TO PIPE AN EXISTING IRRIGATION DITCH AND ACCOMMODATE FUTURE DEVELOPMENT OF THIS AREA

RECOMMENDATION: Staff recommends introduction and tentative adoption of Ordinance No. 4624 granting a no cost irrigation easement through, over, under and across a portion of Ellis Street, adjacent to the Continuum Project, to Salt River Project to pipe an existing irrigation ditch and accommodate future development of this area.

BACKGROUND/DISCUSSION: Salt River Project (SRP) has requested that the City grant an irrigation easement to allow SRP to pipe an existing irrigation ditch in order to accommodate future development of the area adjacent to Continuum. Providing this easement now will allow SRP to pipe the ditch and eliminate the need to “cut” the roadway for this purpose in the future. The new irrigation easement will be at no cost to SRP as the work will benefit the public.

Staff has reviewed and approved the legal descriptions for the requested easement.

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Page 2

FINANCIAL IMPLICATIONS:

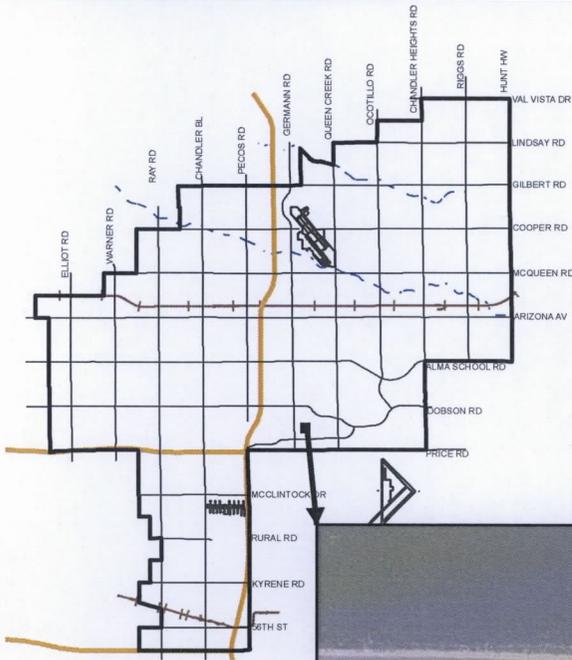
Cost: N/A
Savings: N/A
Long Term Costs: N/A

PROPOSED MOTION: Move City Council introduce and tentatively adopt Ordinance No. 4624 granting a no cost irrigation easement through, over, under and across a portion of Ellis Street, adjacent to the Continuum Project, to Salt River Project to pipe an existing irrigation ditch and accommodate future development of this area.

Attachments: Map
Ordinance No. 4624
SRP Irrigation Easement



**GRANTING A NO COST IRRIGATION EASEMENT
ACROSS A PORTION OF ELLIS STREET TO
SALT RIVER PROJECT TO PIPE AN EXISTING
IRRIGATION DITCH AND ACCOMMODATE
FUTURE DEVELOPMENT OF THIS AREA**



MEMO NO. RE15-146

ORDINANCE NO. 4624

IRRIGATION EASEMENT



ORDINANCE NO. 4624

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, TO AUTHORIZE AND APPROVE GRANTING A NO COST IRRIGATION EASEMENT THROUGH, OVER, UNDER AND ACROSS A PORTION OF ELLIS STREET, ADJACENT TO THE CONTINUUM PROJECT, TO SALT RIVER PROJECT TO PIPE AN EXISTING IRRIGATION DITCH AND ACCOMMODATE FUTURE DEVELOPMENT OF THIS AREA.

WHEREAS, as part of the improvements to the Continuum Project and adjacent parcels it is necessary to pipe an existing irrigation ditch owned by Salt River Project at Ellis Street; and

WHEREAS, Salt River Project requires an irrigation easement in order to pipe the existing ditch at this location; and

WHEREAS, the City of Chandler, Arizona, is willing to grant an irrigation easement at no cost to SRP for that purpose; and

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 an irrigation 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 irrigation 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 _____, 2015.

ATTEST:

CITY CLERK

MAYOR

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

ATTEST:

CITY CLERK

MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Ordinance No. 4624 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

APPROVED AS TO FORM:

CITY ATTORNEY *KSM*

WHEN RECORDED MAIL TO:

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

IRRIGATION EASEMENT

Maricopa County
Parcel #303-36

R/W # 2 Agt. PAR
Job #RD-22963
W PAR C CSV

KNOW ALL MEN BY THESE PRESENTS:

That

CITY OF CHANDLER, ("Grantor"),
an Arizona municipal corporation,

FOR AND IN CONSIDERATION OF THE SUM of One Dollar, and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant to the **SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT**, ("Grantee"), an agricultural improvement district organized and existing under the laws of the State of Arizona, its successors and assigns, for itself and on behalf of the United States of America and as manager of the federal Salt River Reclamation Project, the non-exclusive right, easement and privilege to construct, reconstruct, operate and maintain an underground irrigation pipeline and irrigation turnout structure together with all the necessary and appurtenant facilities (collectively, the "Irrigation Facilities) through, over, under and across the following described property:

**Said easement being more particularly described on EXHIBIT A
attached hereto and by reference made a part hereof.**

Grantee shall have the right, but not the obligation, to trim, cut and clear away trees or brush in the easement area whenever in its judgment the same shall be necessary for the convenient and safe exercise of the rights hereby granted. Grantor shall be responsible for the cost of removal of any trees or brush installed by Grantor that do not comply with the specifications in **Exhibit B**, attached hereto.

The Grantee shall at all times have the right of full and free ingress and egress to said easement for the purpose heretofore specified.

In the event the right, privilege and easement herein granted shall be abandoned and permanently cease to be used for the purpose herein granted, all rights herein granted shall automatically cease and revert to the Grantors, their heirs and assigns. This reversion is self-executing. However, in such event, and at Grantor's request, Grantee shall provide a quit claim deed or other recordable document sufficient to evidence the extinguishment of the easement and Grantee's interest in the real property described within this easement document.

The covenants and agreements herein set forth shall extend and inure in favor and to the benefit of and shall be binding on the heirs, successors in ownership and estate, assigns and lessees of the respective parties hereto.

Notwithstanding any of the aforesaid provisions, the easement rights granted herein shall be further subject to the following covenants, restrictions and conditions:

1. Grantor shall not erect, construct or permit to be erected or constructed any building, fence or other structure, drill any well or install swimming pools within the limits of said easement area, except Grantor reserves the right to construct, install, operate, maintain, repair, replace and reinstall surface parking areas, driveways, roadways, sidewalks, curbs and gutters, landscaping, irrigation lines, street lighting and public utilities in the easement area which comply with the specifications shown in Exhibit B attached hereto and by this reference made a part hereof, unless agreed to by Grantee in writing.
2. Other easements or permits for public utility purposes which Grantor grants in, upon, under, over and across the easement area described herein shall provide for compliance with the specifications shown in Exhibit B attached hereto and by this reference made a part hereof, unless agreed to by Grantee in writing.
3. In the event that any repair, maintenance, replacement or installation of the irrigation facilities and appurtenant conveniences will cause a disturbance or a disruption of any public street or paved roadway, Grantee shall notify Grantor, pursuant to existing practices, before Grantee undertakes any such action. In the event of an emergency, Grantee shall have use of any public street or paved roadway as it reasonably deems necessary and appropriate to correct, repair, replace or reconstruct irrigation facilities affected by the emergency and notify Grantor, pursuant to existing practices, as soon as practical after responding to the emergency. Grantee shall provide for advance warning signs, barricades, flagmen, flares, and other devices when necessary to protect the roadway user as set forth by the City Traffic Engineer in the latest edition of the "Manual on Uniform Traffic Control Devices" and any amendments and/or revisions thereto.
4. Grantor shall warrant and defend the rights, easements, and privileges hereby granted and the priority of this easement against all acts of the Grantor and no other, subject to any matter that may appear of record.

5. If, in its use of the easement area for any purpose, Grantee disturbs or damages any property or improvements of Grantor constructed in accordance with Exhibit B, all such property or improvements so disturbed or damaged shall be restored as close to its previous condition as is reasonably possible at the expense of Grantee.

6. In no event shall Grantee cause any irrigation facility to be located closer than two (2) feet from back of the curb (existing or as planned and made known to Grantee before the execution of this easement) for the adjacent public street or paved roadway, except at the point where the irrigation facility will intersect and cross under any such public street or paved roadway.

7. Nothing herein or within the attached Exhibit B shall be construed to prohibit Grantor from installing any intersecting public street or paved roadway, including any related surface parking areas, curbs and gutters, landscaping irrigation lines, street lighting and public utilities related thereto, which intersects with and crosses over that portion of Grantor's road right of way in which the easement area lies, as indicated in the attached Exhibit A; provided, Grantor shall coordinate with Grantee to assure that such facilities will not damage or unreasonably interfere with Grantee's irrigation facilities.

IN WITNESS WHEREOF, **THE CITY OF CHANDLER**, an Arizona municipal corporation, has caused its name to be executed by its duly authorized representative(s) this _____ day of _____, 20__.

THE CITY OF CHANDLER,
an Arizona municipal corporation

By: _____

Its: _____

APPROVED AS TO FORM:

City Attorney for the City of Chandler | KSM

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 20____, before me, the undersigned, personally appeared _____, as _____, 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.

Notary Public

My Commission Expires:

Notary Stamp/Seal

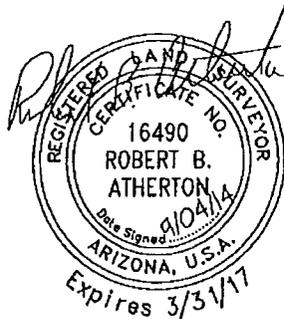
Note: This instrument is exempt from the real estate transfer fee and affidavit of legal value required under A.R.S. Sections 11-1131 and 11-1132 pursuant to the exemptions set forth in A.R.S. Sections 11-1134(A)(2) and (A)(3).

LEGAL DESCRIPTION:

CITY OF CHANDLER
PARCEL #1 LEGAL DESCRIPTION

A PORTION OF THAT CERTAIN LAND LYING WITHIN THE NW 1/4 NE 1/4 SECTION 7,
TOWNSHIP 2 SOUTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND
MERIDIAN, MARICOPA COUNTY, AZ MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NW CORNER OF SAID SECTION 7; THENCE NORTH 88°47'57"
EAST ALONG THE NORTH LINE OF THE NW 1/4 OF SAID SECTION 7 A DISTANCE OF
2651.11 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 7; THENCE SOUTH
00°40'32" EAST ALONG THE NORTH SOUTH MID SECTION LINE A DISTANCE OF
1273.89 FEET; THENCE NORTH 88°48'21" EAST A DISTANCE OF 20.00 FEET TO A
POINT ON THE EAST LINE OF AN EXISTING S.R.P. EASEMENT AS RECORDED IN
DOCKET 12926, PAGE 1525, MCR, SAID POINT BEING THE TRUE POINT OF BEGINNING
OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUING NORTH
88°48'21" EAST A DISTANCE OF 29.71 FEET TO A NON TANGENT POINT ON A CURVE
ON THE EAST RIGHT OF WAY OF ELLIS STREET AS SHOWN ON THE PLAT OF ELLIS
GATEWAY, A SUBDIVISION RECORDED IN BOOK 691, PAGE 11 MCR FROM SAID POINT
A RADIAL BEARING OF NORTH 84°27'46" WEST; THENCE CONTINUING ALONG SAID
EAST RIGHT OF WAY LINE ALONG A CURVE CONCAVE TO THE SOUTHWEST WITH A
RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 39°21'37" AND AN ARC LENGTH OF
34.35 FEET TO A POINT OF NON TANGENCY; THENCE SOUTH 00°40'32" EAST ALONG
SAID EAST RIGHT OF WAY LINE A DISTANCE OF 0.98 FEET TO A POINT ON THE
NORTH LINE OF AN EXISTING S.R.P. EASEMENT AS RECORDED IN DOCKET 12926,
PAGE 1525, MCR; THENCE SOUTH 88°48'23" WEST ALONG THE NORTH LINE OF SAID
S.R.P. EASEMENT A DISTANCE ON 15.00 FEET TO THE POINT OF INTERSECTION OF
THE EAST LINE AND NORTH LINE OF SAID S.R.P. EASEMENT; THENCE NORTH
00°40'32" WEST ALONG THE EAST LINE OF SAID S.R.P. EASEMENT A DISTANCE OF
31.15 FEET TO THE TRUE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN
DESCRIBED.



ATHERTON ENGINEERING, INC.
Civil Engineers and Land Surveyors

1203 E. MEADOWBROOK AVE., PHOENIX, AZ 85014-4028
(602) 279-7331 * FAX (602) 230-1908

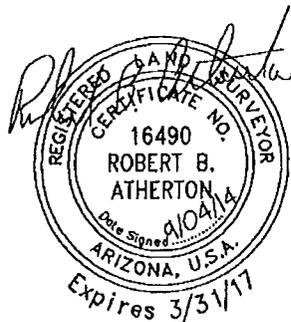
City of Chandler
Exhibit 'A'

LEGAL DESCRIPTION:

CITY OF CHANDLER
PARCEL #2 LEGAL DESCRIPTION

A PORTION OF THAT CERTAIN LAND LYING WITHIN THE SW 1/4 NE 1/4 AND THE SE 1/4 NW 1/4 OF SECTION 7, TOWNSHIP 2 SOUTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, AZ MORE PARTICULARLY DESCRIBED AS FOLLOWS;

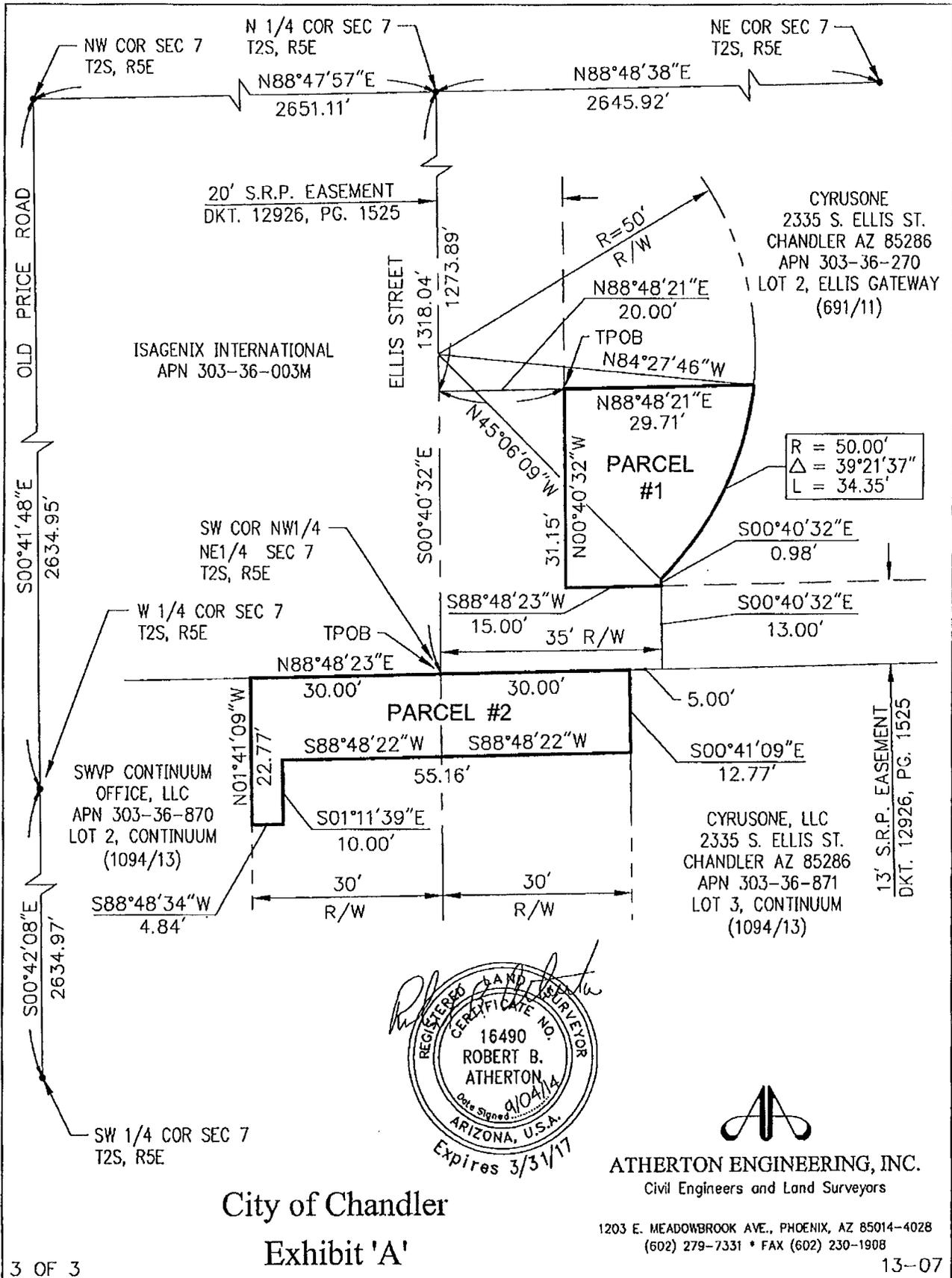
COMMENCING AT THE NW CORNER OF SAID SECTION 7; THENCE NORTH 88°47'57" EAST ALONG THE NORTH LINE OF THE NW 1/4 OF SECTION 7 A DISTANCE OF 2651.11 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 7; THENCE SOUTH 00°40'32" EAST ALONG THE NORTH SOUTH MID SECTION LINE A DISTANCE OF 1318.04 FEET TO THE SW CORNER NW 1/4 NE 1/4 OF SAID SECTION 7 SAID POINT BEING ON THE NORTH LINE OF THE CONTINUUM SUBDIVISION AS RECORDED IN BOOK 1094, PAGE 13, MCR AND THE CENTERLINE OF ELLIS STREET SAID POINT BEING THE TRUE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE NORTH 88°48'23" EAST A DISTANCE OF 30.00 FEET TO A POINT ON THE EAST RIGHT OF WAY OF ELLIS STREET AS SHOWN ON SAID PLAT OF CONTINUUM; THENCE SOUTH 00°41'09" EAST ALONG SAID EAST RIGHT OF WAY LINE A DISTANCE OF 12.77 FEET; THENCE SOUTH 88°48'22" WEST A DISTANCE OF 55.16 FEET; THENCE SOUTH 01°11'39" EAST A DISTANCE OF 10.00 FEET; THENCE SOUTH 88°48'34" WEST A DISTANCE OF 4.84 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF ELLIS STREET AS SHOWN ON SAID PLAT OF CONTINUUM; THENCE NORTH 01°41'09" WEST ALONG SAID WEST RIGHT OF WAY LINE A DISTANCE OF 22.77 FEET TO A POINT ON THE NORTH LINE OF CONTINUUM; THENCE NORTH 88°48'23" EAST ALONG SAID NORTH LINE OF CONTINUUM A DISTANCE OF 30.00 FEET TO THE TRUE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED.



ATHERTON ENGINEERING, INC.
Civil Engineers and Land Surveyors

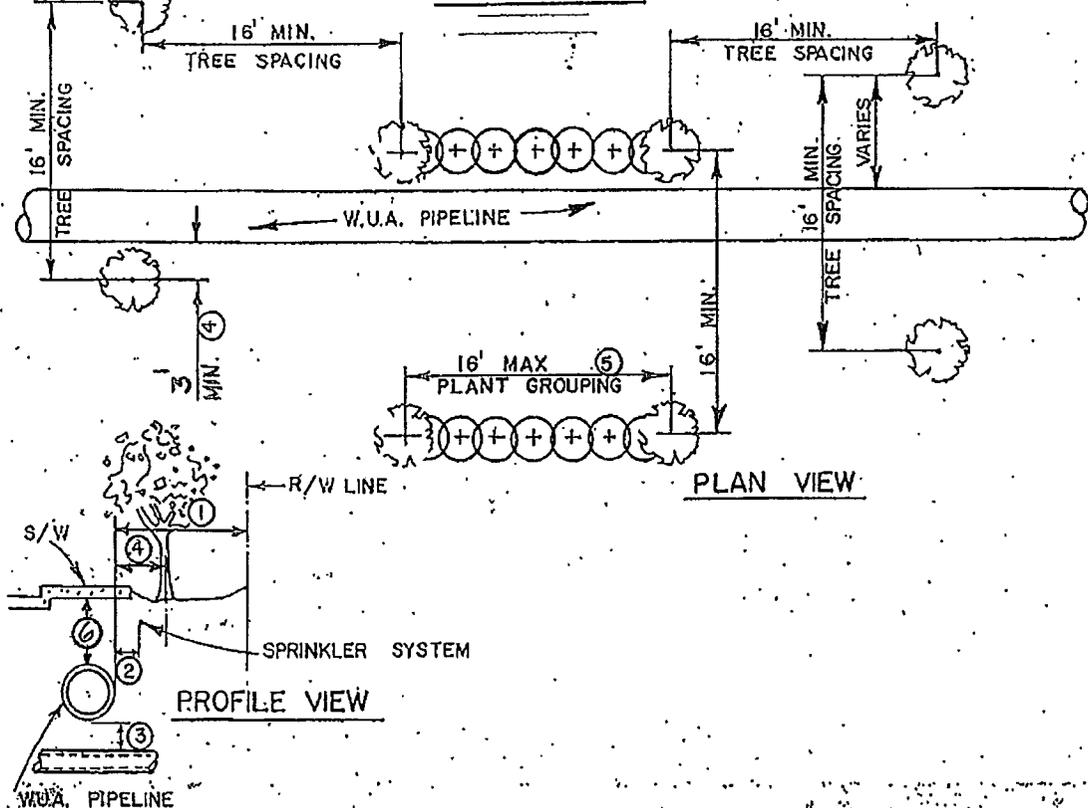
1203 E. MEADOWBROOK AVE., PHOENIX, AZ 85014-4028
(602) 279-7331 * FAX (602) 230-1908

City of Chandler
Exhibit 'A'



City of Chandler
 Exhibit 'A'

EXHIBIT B



UNDERGROUND IRRIGATION PIPELINE

- ① MINIMUM 2' CLEARANCE TO POLES, FENCE OR BUILDING IN PUBLIC R/W. AREA MAY BE USED FOR DRIVEWAY, PARKING, SIDEWALK, LAWN OR ALLEY.
- ② MINIMUM 2' CLEARANCE TO UNDERGROUND UTILITY LINES EXCEPT SPRINKLER SYSTEM. CITY RESPONSIBLE FOR REPAIRING SPRINKLER SYSTEM INSTALLED CLOSER THAN 2'. UTILITY EXCAVATION SHALL BE MINIMUM 2' FROM OUTSIDE EDGE OF C.I.P.R.
- ③ UNDER OR OVER CROSSING MINIMUM 1'.
- ④ MINIMUM 3' TO TREES IN PUBLIC R/W. SEE PLAN VIEW FOR OTHER REQUIREMENTS.
- ⑤ PLANT GROUPINGS SHALL NOT EXCEED 16'; GROUPINGS ON SAME SIDE OF PIPE SHALL BE MINIMUM 16' APART.
- ⑥ MAINTAIN 2' OF COVER.

ORIGINAL

| | | | | |
|--|----------------|---------|------------|------|
| ADDED NOTE 6: | | | | |
| 05-18-80 | JWS | CWT | GR | 2 |
| REVISED | BY | CHK'D | ISSUE AUTH | REV. |
| SALT RIVER VALLEY WATER USERS' ASS'N PHOENIX, ARIZONA | | | | |
| S.R.P. R/W GUIDELINES FOR MUNICIPAL PRIOR RIGHTS AGREEMENT | | | | |
| DESIGNED A.R. | CHECKED SAN | | | |
| DRAWN A. K. | RECOMMENDED GR | | | |
| TRACED 6-28-79 | APPROVED TNS | | | |
| SCALE NONE | | | | |
| | 6-28-79 | C-8-131 | Y4 | |

*SRP Job No. RD-22963
City of Chandler
Exhibit B-2*

EXHIBIT B

IF GRANTOR (CITY) INSTALLS TREES, SHRUBBERY OR OTHER PLANTS IN A MANNER INCONSISTENT WITH EXHIBIT B, GRANTEE MAY REQUIRE GRANTOR TO REMOVE THEM AT GRANTOR'S SOLE EXPENSE. FURTHER, GRANTOR SHALL REIMBURSE GRANTEE FOR ALL COSTS INCURRED TO REMEDY ANY DAMAGE TO OR INTERFERENCE WITH ANY IRRIGATION FACILITIES, CAUSED BY ROOTS FROM TREES, SHRUBBERY OR OTHER PLANTS INSTALLED BY OR CAUSED TO BE INSTALLED BY GRANTOR, UNLESS GRANTEE REASONABLY DETERMINES THAT TIME DOES NOT PERMIT, GRANTEE SHALL PROVIDE GRANTOR WITH REASONABLE NOTICE AND A DAMAGE ESTIMATE IN ADVANCE OF INCURRING COSTS TO REMEDY ROOT PROBLEMS. WHENEVER GRANTEE HAS INCURRED SUCH COSTS WITHOUT ADVANCE NOTICE TO GRANTOR, GRANTEE SHALL PROVIDE GRANTOR WITH VISUAL EVIDENCE OF THE DAMAGE ALONG WITH GRANTEE'S REQUEST FOR REIMBURSEMENT WITHIN TEN (10) DAYS OF THE COMPLETION OF THE DAMAGE OF REPAIRS. UNLESS CAUSED BY GRANTEE NEGLIGENCE, GRANTOR SHALL INDEMNIFY AND SAVE HARMLESS GRANTEE AGAINST AND FROM ANY LIABILITY FOR CLAIMS FOR DAMAGE OR INJURY ARISING OUT OF INTERFERENCE WITH OR DAMAGE TO ANY IRRIGATION FACILITIES CAUSED BY ROOTS FROM TREES, SHRUBBERY OR OTHER PLANTS INSTALLED BY OR CAUSED TO BE INSTALLED BY GRANTOR.