

#2  
MAY 28 2015

ORDINANCE NO. 4608

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, TO AUTHORIZE AND APPROVE GRANTING A UTILITY EASEMENT TO ARIZONA PUBLIC SERVICE COMPANY (APS) AT NO COST TO PROVIDE POWER TO THE PROPOSED DOWNTOWN STAGE ON THE NORTH SIDE OF COMMONWEALTH AVENUE JUST WEST OF THE CHANDLER DOWNTOWN LIBRARY.

WHEREAS, the City of Chandler plans to construct a stage to be located on the North side of Commonwealth Avenue just West of the Chandler Downtown Library for the use and benefit of the Public (the "Project"); and

WHEREAS, in order for APS to provide electrical power service to the stage it is necessary for the City to grant a Utility Easement to over, under and through the area described and depicted in Exhibit "A" attached hereto and made a part hereof by reference;

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, is authorized to approve the granting of Utility Easement to APS through, over, under and across that certain property described and depicted in Exhibit "A".

Section 2. That the granting of the power distribution easement shall 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 execute this ordinance and the easement document 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.4608 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 *GAB*

NW-34-1S-5E  
33.30406, -111.839071  
APN 303-06-140  
WA214068  
RLM

## **CITY OF CHANDLER - APS UTILITY EASEMENT**

**THE CITY OF CHANDLER**, a municipal corporation of the State of Arizona, (hereinafter called "Grantor"), is the owner of the following described real property located in Maricopa County, Arizona (hereinafter called "Grantor's Property"):

**Lots 1,2 and 3, Replat of Lots 101 thru 115 and Lots 418 thru 425 of the Map of the Townsite of Chandler, according to Book 459 of Maps, page 43, records of Maricopa County, Arizona.**

Grantor, for and in consideration of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant and convey to **ARIZONA PUBLIC SERVICE COMPANY**, an Arizona corporation, (hereinafter called "Grantee"), and to its successors and assigns, a non-exclusive right, privilege, and easement, as further described in attached legal description of easement area at locations and elevations, in, upon, over, under, through and across, a portion of Grantor's Property described as follows (herein called the "Easement Premises"):

### **SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF**

Grantee is hereby granted the right to: construct, reconstruct, replace, repair, operate and maintain electrical lines, together with appurtenant facilities and fixtures for use in connection therewith, for the transmission and distribution of electricity to, through, across, and beyond Grantor's Property; and install, operate and maintain telecommunication wires, cables, conduits, fixtures and facilities solely for Grantee's own use incidental to supplying electricity (said electrical and telecommunication lines, facilities and fixtures collectively herein called "Grantee Facilities"). Grantee Facilities shall consist of underground electric lines and appurtenant facilities including pad mounted equipment, the locations of which are set forth in Exhibit "A" In no event may any overhead electric lines and associated overhead equipment be installed unless in an emergency to restore power. Grantee shall at all times have the right of full and free ingress and egress to and along the Easement Premises for the purposes herein specified.

Grantor shall not locate, erect or construct, or permit to be located, erected or constructed, any building or other structure or drill any well within the limits of the Easement Premises. However, Grantor reserves all other rights, interests and uses of the Easement Premises that are not inconsistent with Grantee's easement rights herein conveyed and which do not interfere with or endanger any of the Grantee Facilities, including, without limitation, granting others the right to use all or portions of the Easement Premises for utility or roadway purposes and constructing improvements within the Easement Premises such as paving, sidewalks, landscaping, driveways, and curbing. Notwithstanding the foregoing, Grantor shall not have the right to lower by more than one foot or raise by more than two feet the surface grade of the Easement Premises without the prior written consent of Grantee, and in no event shall a change in the grade compromise Grantee's minimum cover requirements or interfere with Grantee's operation, maintenance or repair.

Grantee shall not have the right to use the Easement Premises to store gasoline or petroleum products, hazardous or toxic substances, or flammable materials; provided however, that this prohibition shall not apply to any material, equipment or substance contained in, or a part of, the Grantee Facilities, provided that Grantee must comply with all applicable federal, state and local laws and regulations in connection therewith. Additionally, the Easement Premises may not be used for the storage of construction-related materials or to park or store construction-related vehicles or equipment except on a temporary basis to construct, reconstruct, replace, repair, operate, or maintain the Grantee Facilities.

Grantor shall maintain clear areas that extend: 1) 2 feet from and around all edges of the transformer pad and other equipment pads, and 2) a clear operational area that extends 10 feet immediately in front of the transformer. 3) a 6 feet by 6 feet hot-stick operating area off the front left corner of the transformer. No obstructions, trees, shrubs, large landscape rocks, fences, fixtures, or permanent structures shall be placed by Grantor within said clear areas; nor shall Grantor install landscape irrigation or sprinkler systems within said clear areas. Landscape irrigation or sprinkler systems installed adjacent to the clear areas shall be installed and maintained so that the transformers, switching cabinets or any other equipment do not get wet by spray or irrigation.

Grantee shall exercise reasonable care to avoid damage to the Easement Premises and all improvements thereon and agrees that following any installation, excavation, maintenance, repair, or other work by Grantee within the Easement Premises, the affected area, including without limitation, all pavement, landscaping, cement, and other improvements permitted within the Easement Premises pursuant to this easement will be restored by Grantee to as close to original condition as is reasonably possible, at the expense of Grantee.

Grantor reserves the right to require the relocation of Grantee Facilities to a new location within Grantor's Property; provided however, that: (1) Grantor pays the entire cost of redesigning and relocating Grantee Facilities; and (2) Grantor provides Grantee with a new easement in a form and location acceptable to Grantee and at no cost to Grantee. Upon the acceptance by Grantee of a new easement and after the relocation of Grantee Facilities to the new easement area, Grantee shall abandon its rights to use the Easement Premises granted in this easement. The easement granted herein shall not be deemed abandoned except upon Grantee's execution and recording of a formal instrument abandoning the easement.

If any of Grantee's electric facilities in this easement are not being used or are determined not to be useful, Grantor may request that the facilities that are no longer needed be removed and that portion of the easement be abandoned. Grantee will execute and record a formal instrument abandoning the easement, or a portion thereof. Any facilities that are determined to still be needed for Grantee's electrical system can be relocated pursuant to the above relocation requirements.

Grantee shall not have the right to transfer, convey or assign its interests in this easement to any individual, corporation, or other entity (other than to an affiliated entity of Grantee or an entity that acquires from Grantee substantially all of Grantee's electric distribution facilities within the area of Grantor's Property) without the prior written consent of Grantor, which consent shall not be unreasonably withheld. Grantee shall notify Grantor of the transfer, conveyance or assignment of any rights granted herein.

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, administrators, executors, successors in ownership and estate, assigns and lessees of Grantor and Grantee.

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**(LEGAL DESCRIPTION AND / OR EXHIBIT OF EASEMENT PREMISES)**

COMMENCING at the Northwest corner of Section 34, Township 1 South, Range 5 East, of the Gila and Salt River Meridian, Maricopa County, Arizona, from whence the West Quarter Corner of said Section 34 bears South 00°37'19" West (BASIS OF BEARING), a distance of 2,645.95 feet;

Thence South 00°37'19" West along the West line of the Northwest Quarter of said Section 34, a distance of 561.37 feet;

Thence North 89°41'16" East 186.67 feet to a Brass Cap Flush at the intersection of Arizona Place and Buffalo Street;

Thence North 89°41'16" East 622.90 feet to a Cotton Picker Spindle;

Thence South 00°36'54" West 160.20 feet to the Northeast property corner of Lot 2 of the Replat of The Townsite of Chandler as Recorded in Book 5 of Maps, Page 34, Maricopa County, Arizona.

Thence South 89°42'28" West 20.00 feet to the center of a 20.00 foot Easement and 20.00 foot Vacated Alley Recorded in Book 459 of Maps, Page 43, Maricopa County, Arizona.

Thence South 00°36'54" West 10.00 feet;

Thence South 89°42'28" West 57.13 feet to the Northeast corner and THE TRUE POINT OF BEGINNING of this described electrical easement area;

Thence South 00°17'32" East 17.11 feet;

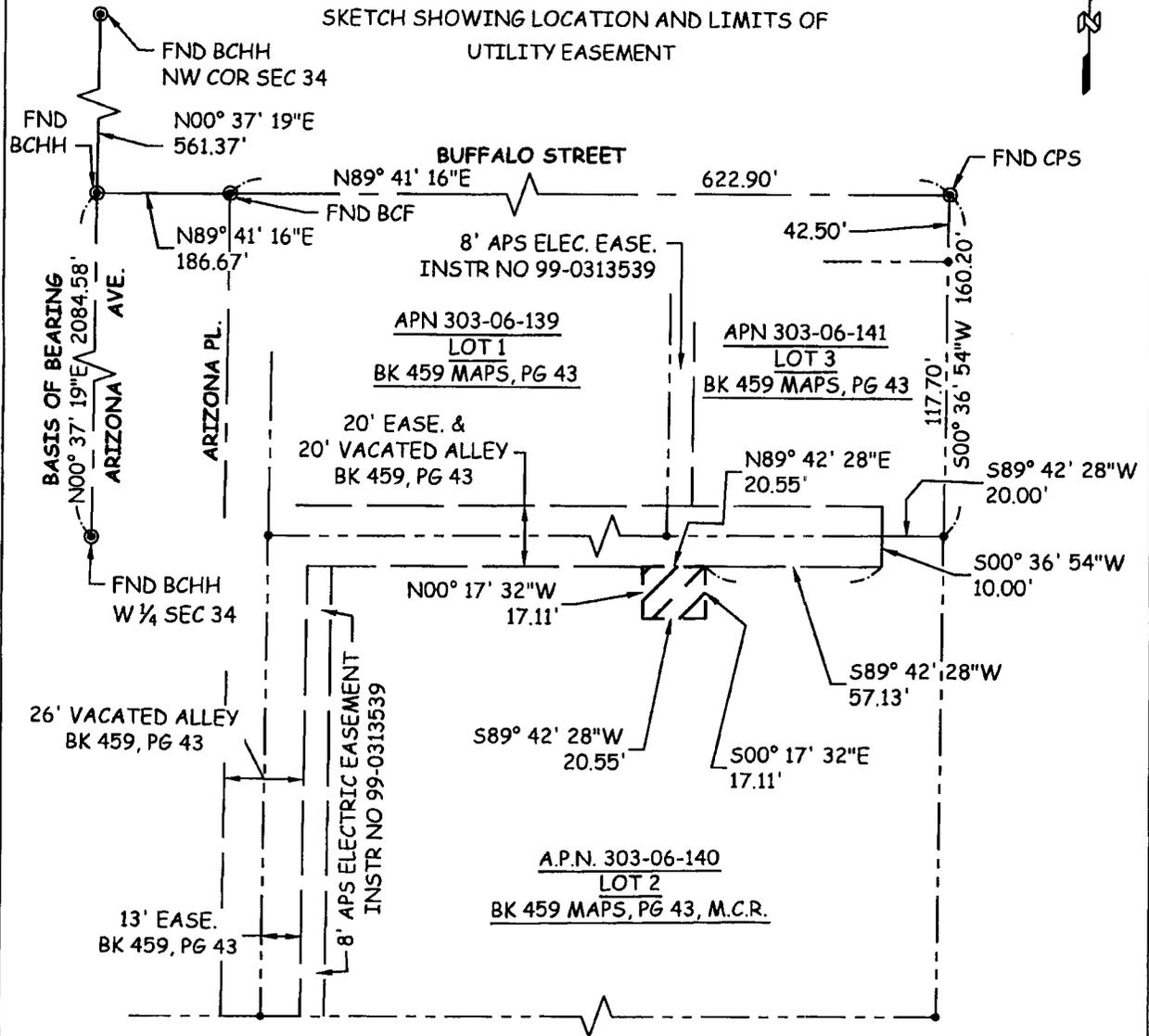
Thence South 89°42'28" West 20.55 feet;

Thence North 00°17'32" West 17.11 feet;

Thence North 89°42'28" East 20.55 feet to THE TRUE POINT OF BEGINNING.

# EXHIBIT "A"

SKETCH SHOWING LOCATION AND LIMITS OF  
UTILITY EASEMENT



LEGEND		SURVEYOR'S NOTES:	
	EASEMENT AREA	•	PROPERTY CORNER
	SECTION LINE	⊙	BRASS CAP
	PROPERTY LINE	- - -	EXISTING P.U.E.
THE PURPOSE OF THIS EXHIBIT IS TO DEPICT THE DIMENSIONS AND APPROXIMATE LOCATION AND ALIGNMENT OF THE ELECTRIC LINE EASEMENT AREA. THE LOCATION AND ALIGNMENT OF THE ELECTRIC LINE AND FACILITIES AS ACTUALLY CONSTRUCTED SHALL TAKE PRECEDENCE OVER THE LOCATION AND ALIGNMENT SHOWN ON THIS EXHIBIT.		-ALL BEARINGS ARE IN NAD1983, STATE PLANE GRID, ARIZONA CENTRAL ZONE (0202)	
		-ALL DISTANCES ARE GROUND DISTANCES	
		JOB # WA214068	DATE: 04/13/15
		NW 1/4 SEC 34	T 15 R 5E
		SCALE 1"=50'	
R/W: RALPH MEDINA			
SURVEY: AS-BUILT			
DRAWN BY: RICHARDS			
PG. 6 OF 6			