

# 5

SEP 15 2016



**Chandler • Arizona**  
*Where Values Make The Difference*

**MEMORANDUM                      Transportation & Development – Memo No. RE17-009**

**DATE:**            SEPTEMBER 15, 2016

**TO:**                MAYOR AND COUNCIL

**THRU:**            MARSHA REED, CITY MANAGER *MR*  
                         R. J. ZEDER, TRANSPORTATION & DEVELOPMENT DIRECTOR *RJZ*  
                         DANIEL W. COOK, CITY ENGINEER *DW*

**FROM:**            ERICH KUNTZE, REAL ESTATE MANAGER

**SUBJECT:**        RESOLUTION NO. 4974 AUTHORIZING A FACILITY RELOCATION AGREEMENT WITH THE SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT (SRP) AT THE SOUTHWEST CORNER OF OLD PRICE AND QUEEN CREEK ROADS

RECOMMENDATION: Staff recommends City Council pass and adopt Resolution No. 4974 authorizing a Facility Relocation Agreement with the Salt River Project Agricultural Improvement and Power District (SRP) at the southwest corner of Old Price and Queen Creek roads.

BACKGROUND/DISCUSSION: In order to accommodate the development of the Ocotillo Water Reclamation Facility (OWRF) located at the southwest corner of Old Price and Queen Creek roads, it is necessary to relocate power facilities owned by SRP. Staff has confirmed that SRP has prior rights for these facilities. The Facility Relocation Agreement preserves SRP's prior rights and would require the City of Chandler to pay for future relocations of SRP's facilities should that become necessary.

Staff has reviewed the Agreement and legal descriptions and recommends that Council authorize and approve entering into the Agreement.

Memo No. RE17-009

September 15, 2017

Page 2

FINANCIAL IMPLICATIONS: Costs associated with the relocation of the SRP facilities are not as yet determined. Payment will come from funds set aside for the OWRF project.

PROPOSED MOTION: Move City Council pass and adopt Resolution No. 4974 authorizing a Facility Relocation Agreement with the Salt River Project Agricultural Improvement and Power District (SRP) at the southwest corner of Old Price and Queen Creek roads.

Attachments: Location/Site Map  
Resolution No. 4974



**AUTHORIZING AND APPROVING ENTERING INTO  
A FACILITY RELOCATION AGREEMENT BETWEEN  
THE CITY OF CHANDLER AND SALT RIVER PROJECT  
AGRICULTURAL IMPROVEMENT AND POWER DISTRICT  
(SRP) AT THE SOUTHWEST CORNER OF  
OLD PRICE RD AND QUEEN CREEK RD**



**MEMO NO. RE17-009**

**RESOLUTION NO. 4974**



**UNDERGROUND ELECTRIC  
EASEMENT**



**RESOLUTION NO. 4974**

A RESOLUTION OF THE COUNCIL OF THE CITY OF CHANDLER, ARIZONA, AUTHORIZING A FACILITY RELOCATION AGREEMENT WITH THE SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT (SRP) AT THE SOUTHWEST CORNER OF OLD PRICE AND QUEEN CREEK ROADS

WHEREAS, the City is agreeable to entering into a Facility Relocation Agreement (Agreement) with SRP for SRP facilities located at the southwest corner of Old Price Road and Queen Creek Road to facilitate the construction of the City's Ocotillo Water Reclamation Facility (OWRF); and

WHEREAS, SRP is willing to enter into said Agreement with 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 is authorized to approve and enter into a Facility Relocation Agreement with Salt River Project Agricultural Improvement and Power District (SRP) in substantially the form set forth in attached Exhibit A.

Section 2. That the Facilities Relocation Agreement 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 sign this Resolution and the Facilities Relocation Agreement accepting same on behalf of the City.

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this \_\_\_\_ day of \_\_\_\_\_, 2016.

ATTEST:

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
MAYOR

**CERTIFICATION**

I HEREBY CERTIFY that the above and foregoing Resolution No. 4974 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2016, and that a quorum was present thereat.

\_\_\_\_\_  
CITY CLERK

APPROVE AS TO FORM

\_\_\_\_\_  
CITY ATTORNEY

GAB

EXHIBIT "A"

LEGAL DESCRIPTION  
SALT RIVER PROJECT AGRICULTURAL  
IMPROVEMENT AND POWER DISTRICT

Underground Power Easement

SRP Job No.: 11539

SRP Job Name: Old Price Queen Creek UG Conv PH 2

Date: March 30, 2016

I.O. #: T2056710

Section 18, T. 2 S., R. 5 E.

**UNDERGROUND ELECTRIC EASEMENT**

A portion of land for underground electric easement purposes located in Section Eighteen (18), Township Two (2) South, Range Five (5) East of the Gila and Salt River Meridian, Maricopa County, Arizona, said parcel being more particularly described as follows:

**COMMENCING** at the Northwest corner of said Section 18, a brass cap in hand hole, from which the North Quarter corner of said Section 18, a brass cap in hand hole, bears North 88 degrees 56 minutes 28 seconds East, a distance of 2649.81 feet (**BASIS OF BEARINGS**);

thence along the north line of the northwest quarter of said Section 18, North 88 degrees 56 minutes 28 seconds East, a distance of 194.67 feet;

thence South 01 degrees 03 minutes 32 seconds East, a distance of 54.00 feet to a point being parallel with and 54.00 feet south of the north line of the northwest quarter of said Section 18 and the **POINT OF BEGINNING**;

thence along said parallel line, North 88 degrees 56 minutes 28 seconds East, a distance of 43.09 feet;

thence departing said parallel line, North 01 degrees 03 minutes 32 seconds West, a distance of 17.59 feet to a line being parallel with and 36.41 feet south of the north line of the northwest quarter of said Section 18;

thence along said parallel line, North 88 degrees 56 minutes 28 seconds East, a distance of 8.12 feet;

thence departing said parallel line, South 64 degrees 00 minutes 32 seconds East, a distance of 45.28 feet to a line being parallel with and 57.00 feet south of the north line of the northwest quarter of said Section 18;

thence along said parallel line, North 88 degrees 56 minutes 28 seconds East, a distance of 198.02 feet;

thence departing said parallel line, North 69 degrees 22 minutes 06 seconds East, a distance of 11.94 feet to a line being parallel with and 53.00 feet south of the north line of the northwest quarter of said Section 18;

thence along said parallel line, North 88 degrees 56 minutes 28 seconds East, a distance of 16.43 feet;

thence departing said parallel line, South 72 degrees 01 minutes 31 seconds East, a distance of 12.27 feet to a line being parallel with and 57.00 feet south of the north line of the northwest quarter of said Section 18;

thence along said parallel line, North 88 degrees 56 minutes 28 seconds East, a distance of 200.03 feet;

thence departing said parallel line, South 87 degrees 20 minutes 22 seconds East, a distance of 92.49 feet to a line being parallel with and 63.00 feet south of the north line of the northwest quarter of said Section 18;

thence along said parallel line, North 88 degrees 56 minutes 28 seconds East, a distance of 1.74 feet;

thence departing said parallel line, South 01 degrees 03 minutes 32 seconds East, a distance of 8.00 feet to a line being parallel with and 71.00 feet south of the north line of the northwest quarter of said Section 18;

thence along said parallel line, South 88 degrees 56 minutes 28 seconds West, a distance of 2.00 feet;

thence departing said parallel line, North 87 degrees 20 minutes 22 seconds West, a distance of 92.49 feet, to a line being parallel with and 65.00 feet south of the north line of the northwest quarter of said Section 18;

thence along said parallel line, South 88 degrees 56 minutes 28 seconds West, a distance of 528.60 feet;

thence departing said parallel line, North 01 degrees 03 minutes 32 seconds West, a distance of 11.00 feet to the POINT OF BEGINNING.

Said parcel containing 5,807 sq. ft. (0.13 ac.) more or less.



REGISTRATION  
EXPIRES: 09-30-17

FACILITY RELOCATION AGREEMENT

Between

THE CITY OF CHANDLER

and

SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT

This FACILITY RELOCATION AGREEMENT (this “Agreement”) is made and entered into by and between the CITY OF CHANDLER, an Arizona municipal corporation (the “City”), and the SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT, an agricultural improvement district organized and existing under the laws of the State of Arizona (“SRP”) as of this \_\_\_\_\_ day of \_\_\_\_\_ 2016 (the “Effective Date”). City and SRP are individually referred to as a “Party,” and collectively as the “Parties.”

**RECITALS:**

- A. In connection with the construction of the City’s project no. \_\_\_\_\_ (the “Project”), the City has requested that certain SRP Utility Facilities (“Existing Facilities”) of a permanent nature be relocated and/or modified (hereinafter referred to as “Relocated Facilities”) to facilitate construction of the Project.
- B. SRP has prior rights where the Existing Facilities are located by virtue of certain rights acknowledged by City either held by SRP or held by the United States of America ("USA") and managed by SRP under contracts with the USA.
- C. SRP is willing to accommodate the Project provided City reimburses SRP's relocation costs and provides SRP with certain replacement rights within the public utility easement, and agrees to pay all future relocation costs for the Relocated Facilities as provided in this Agreement.

Therefore, the Parties agree as follows:

**AGREEMENT:**

SECTION 1. SCOPE OF THE AGREEMENT.

1.1 This Agreement is intended to solely address the obligation of the Parties with respect to the land rights needed for SRP's Relocated Facilities.

1.2 City and SRP intend to enter into a separate agreement providing for the physical removal of the Existing Facilities and the design and construction of the Relocated Facilities and reimbursement of SRP's costs for such work.

SECTION 2. NEW AREA, PROTECTION OF RELOCATED FACILITIES

2.1 SRP agrees to construct and install the Relocated Facilities in the Public Utility Easement shown on **Exhibit A**, attached hereto and incorporated herein with this reference (the "New Area").

2.2 City shall not construct, install or place, or authorize others to construct, install or place any facility within the New Area which is not in compliance with SRP and/or NESC standards that are in effect at the time the facility is constructed. City shall submit design plans for any City facility or facility authorized by City in the New Area to SRP for its prior review and approval, not to be unreasonably withheld.

SECTION 3. FUTURE RELOCATION OBLIGATIONS

3.1 City hereby recognizes and acknowledges SRP's prior rights in connection with the Relocated Facilities in the New Area. City agrees that if SRP is required at any time to move the Relocated Facilities, City shall reimburse SRP for all costs associated with relocating the Relocated Facilities, and shall provide any and all land rights necessary to relocate such

Relocated Facilities. Any replacement land rights shall retain SRP's original right and priority for the Existing Facilities.

3.2. City shall provide SRP, at no expense to SRP, any temporary rights of way necessary within City controlled right of way for the performance of the relocation work, and/or City shall reimburse SRP cost of any Temporary Construction Easement acquisitions outside of City right of way required in connection with the relocation.

#### SECTION 4. GENERAL PROVISIONS

4.1 The waiver by either Party of any breach or failure to provide full performance under any of the terms or conditions of this Agreement shall not be construed as a waiver of any other term or condition, or of any subsequent breach of the same or any other term or condition.

4.2 This Agreement, including any schedules, exhibits or attachments hereto, constitutes the entire agreement between the Parties, and no understanding or obligation not expressly set forth herein shall be binding upon them. No modification, amendment or alteration of this Agreement shall be valid unless it is in writing and signed by both Parties.

4.3 This Agreement shall be governed by the laws of the State of Arizona, including the applicability of A.R.S. 38-511. Any court proceeding regarding this Agreement shall be initiated and prosecuted in a state or federal court located in Maricopa County, Arizona.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

**CITY OF CHANDLER,**  
an Arizona municipal corporation

By \_\_\_\_\_

Its \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM

\_\_\_\_\_  
CITY ATTORNEY *GAB*

**SALT RIVER PROJECT AGRICULTURAL  
IMPROVEMENT AND POWER DISTRICT**

By: \_\_\_\_\_

Its: \_\_\_\_\_

EXHIBIT "A"

LEGAL DESCRIPTION  
SALT RIVER PROJECT AGRICULTURAL  
IMPROVEMENT AND POWER DISTRICT

Underground Power Easement

SRP Job No.: 11539

SRP Job Name: Old Price Queen Creek UG Conv PH 2

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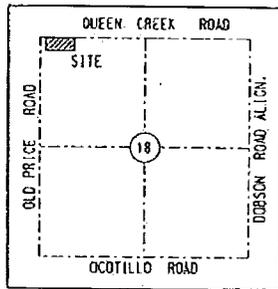
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Said parcel containing 5,807 sq. ft. (0.13 ac.) more or less.



REGISTRATION  
EXPIRES: 09-30-17

# EXHIBIT "A"



VICINITY MAP (N.T.S.)  
T2S R5E  
GASRM



## LEGEND

- SECTION AND CENTERLINE
- PROPERTY LINE
- LIMITS OF SRP EASEMENT
- SECTION CORNER AS NOTED



REGISTRATION  
EXPIRES: 09-30-17

## ABBREVIATION TABLE

M.C.R. MARICOPA COUNTY RECORDER  
N.T.S. NOT TO SCALE  
P.O.C. POINT OF COMMENCEMENT  
P.O.B. POINT OF BEGINNING

BASIS OF BEARINGS:  
THE ARIZONA STATE PLANE COORDINATE  
SYSTEM, CENTRAL ZONE, NAD 83 DATUM.

UNDERGROUND ELECTRIC POWER LINE, RIGHT-OF-WAY MARICOPA COUNTY, ARIZONA

### NOTES

ALL ELECTRIC LINES SHOWN ARE MEASURED TO THE WINDOW OF THE EQUIPMENT PAD UNLESS OTHERWISE NOTED.

THIS EXHIBIT IS INTENDED TO ACCOMPANY AN EASEMENT. ALL PARCELS SHOWN WERE PLOTTED FROM RECORD INFORMATION, AND NO ATTEMPT HAS BEEN MADE TO VERIFY THE LOCATION OF ANY BOUNDARIES SHOWN. THIS IS NOT AN ARIZONA BOUNDARY SURVEY.

### CAUTION

THE EASEMENT LOCATION AS HEREBY DELINEATED 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 40-380.21, ET. SEQ., ARIZONA BLUE STAKE LAW, PRIOR TO ANY EXCAVATION.

SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT & POWER DISTRICT	
SRP LDR# NUMBER: 11539	SCALE: N.T.S.
AMP/ I.D. NUMBER: T2056110	SHEET: 1 OF 4
AGENT: LANDO	SHEET SIZE: 8.5' X 14"
DRAWN: RICK	REVISION: 1
CHECKED BY: GOREHAM	CREW CHIEF: MILLER
DATE: 3/30/16	FIELD DATE: 3/28/16

SURVEY DIVISION  
LAND DEPARTMENT

OLD PRICE QUEEN CREEK  
UG CONV PH 2  
NW 1/4 SEC 18, T2S R5E  
24.06E - 8.06S

# EXHIBIT "A"

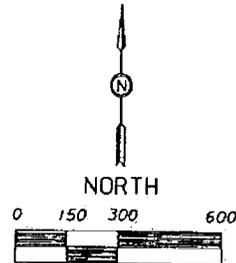
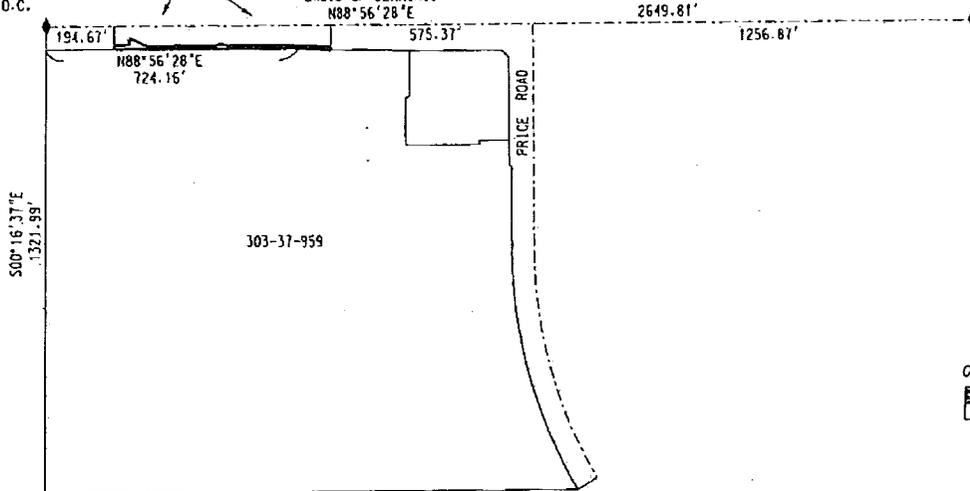
NORTHWEST CORNER  
SECTION 18  
FOUND BRASS CAP  
IN HAND HOLE  
P.O.C.

SEE DETAIL  
SHEET 3 & 4

BASIS OF BEARINGS  
N88°56'28"E

QUEEN CREEK ROAD

NORTH QUARTER CORNER  
SECTION 18  
FOUND BRASS CAP  
IN HAND HOLE



SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT & POWER DISTRICT		SURVEY DIVISION LAND DEPARTMENT
SRP LDR NUMBER: 11539	SCALE: 1"=300'	
AMP/ I.O. NUMBER: 12056710	SHEET: 2 OF 4	OLD PRICE QUEEN CREEK UG CONV PH 2 NW 1/4 SEC 18, T2S R5E 24.06E - 8.06S
AGENT: LANDO	SHEET SIZE: 8.5'x14"	
DRAWN: HICK	REVISION: 1	
CHECKED BY: GOREHAM	CREW CHIEF: WILLER	
DATE: 3/30/16	FIELD DATE: 3/28/16	

EXHIBIT "A"

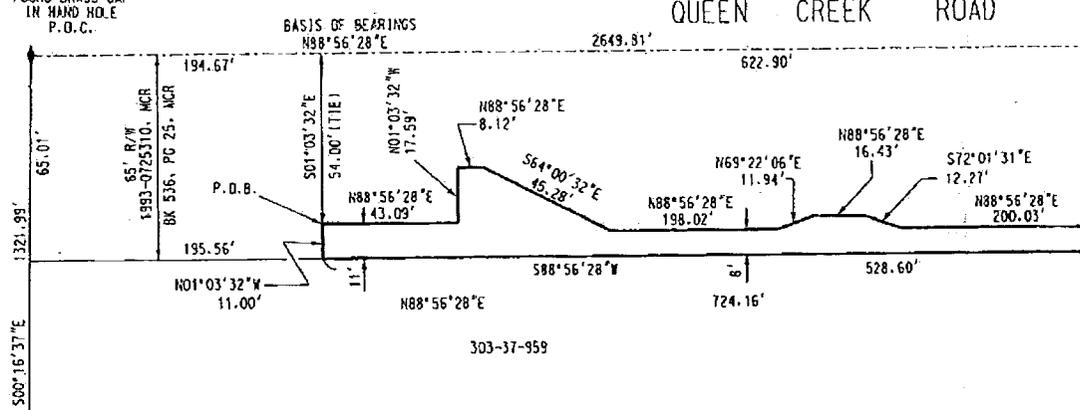


NORTHWEST CORNER  
SECTION 18  
FOUR BRASS CAP  
IN HARD HOLE  
P.O.C.

DETAIL  
N.T.S.

QUEEN CREEK ROAD

MATCH SHEET 4

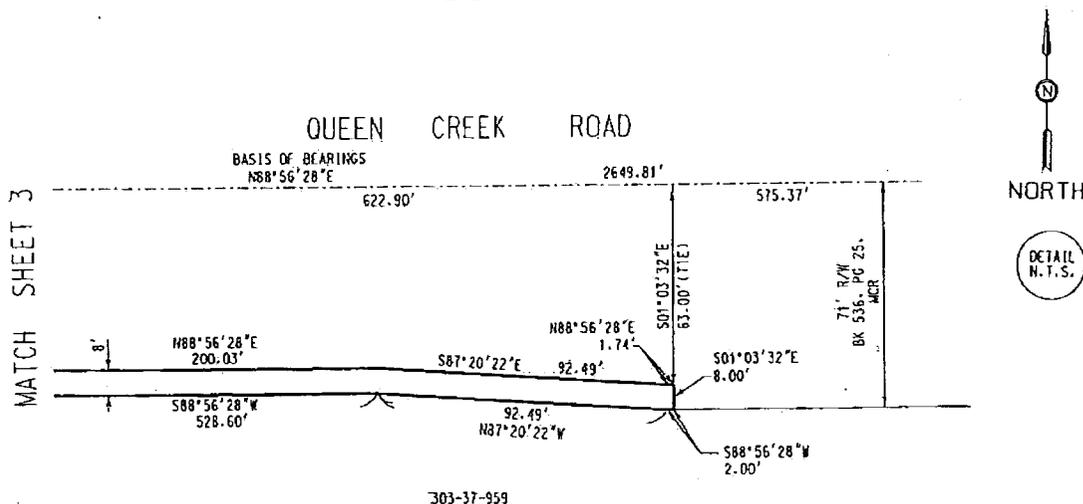


303-37-959

SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT & POWER DISTRICT		SURVEY DIVISION LAND DEPARTMENT
SRP LDNR NUMBER: 11539	SCALE: N.T.S.	
ALP/ I.D. NUMBER: 12056710	SHEET: 3 OF 4	OLD PRICE QUEEN CREEK UG CONV PH 2 NW 1/4 SEC 18, T2S R5E 24.06E - 8.06S
AGENT: LANDO	SHEET SIZE: 8.5'X14"	
DRAWN: HICK	REVISION: 1	
CHECKED BY: GOREHAM	CREW CHIEF: MILLER	
DATE: 3/30/16	FIELD DATE: 3/28/16	

# EXHIBIT "A"

## QUEEN CREEK ROAD



SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT & POWER DISTRICT		SURVEY DIVISION LAND DEPARTMENT
SRP LDR NUMBER: 11539	SCALE: N.T.S.	
AMP/ I.D. NUMBER: T2056710	SHEET: 4 OF 4	OLD PRICE QUEEN CREEK UG CONV PH 2 NW 1/4 SEC 18, T2S R5E 24.06E - 8.06S
AGENT: LANDO	SHEET SIZE: 8.5"X14"	
DRAWN: HICK	REVISION: 1	
CHECKED BY: GORHAM	CREW CHIEF: MILLER	
DATE: 3/30/16	FIELD DATE: 3/28/16	