

#6

OCT 10 2016

ORDINANCE NO. 4717

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, GRANTING AN IRRIGATION EASEMENT, AT NO COST, TO SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRIBUTION DISTRICT (SRP) WITHIN THE NORTHERN RIGHT-OF-WAY OF CHANDLER BOULEVARD FROM ALMA SCHOOL ROAD WEST TO JUST PAST CHIPPEWA PLACE.

WHEREAS, as part of the Alma School Road and Chandler Boulevard Intersection Improvement Project (the "Project"), Salt River Project Agricultural Improvement and Power Distribution District (SRP) has requested that the City of Chandler grant them an Irrigation Easement for SRP's facilities that are within the Northern right-of-way of Chandler Boulevard from Alma School Road West to just past Chippewa Place.

WHEREAS, the granting of this easement benefits the City and Citizens of Chandler by allowing an existing irrigation pipe to remain in its present location, thus saving the City time and money on the construction of the Project; and

WHEREAS, the City of Chandler is willing to grant the Irrigation Easement to SRP at no cost.

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 the Irrigation Easement to SRP, at no cost, 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 as depicted in Exhibit "B" attached hereto.

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 of the City of Chandler, Arizona, this \_\_\_\_ day of \_\_\_\_\_ 2016.

ATTEST:

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

\_\_\_\_\_  
MAYOR

PASSED AND ADOPTED by the Mayor and 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 Ordinance No. 4717 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 the vote was \_\_\_\_\_ ayes, and \_\_\_\_\_ nays.

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

APPROVED AS TO FORM

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

GAB

**WHEN RECORDED MAIL TO:**

**SALT RIVER PROJECT**

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

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**IRRIGATION EASEMENT**

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Maricopa County  
SE4 SEC 29, T1S, R5E

R/W # 571     Agt. PJH  
Job #29745  
W PJH     C \_\_\_\_\_

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 and EXHIBIT B 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 C 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 C, 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 C 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 and Exhibit B; 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

GAB

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.

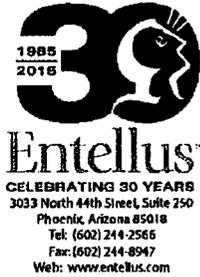
\_\_\_\_\_  
Notary Public

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).**



SRP\_IRRIG

**EXHIBIT "A"**

**LEGAL DESCRIPTION  
FOR  
SALT RIVER PROJECT  
ALMA SCHOOL ROAD & CHANDLER BOULEVARD  
IRRIGATION EASEMENT**

That portion of a parcel of land being publically dedicated right-of-way under the jurisdiction of the City of Chandler, located in the Southeast Quarter of Section 29, Township 1 South, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being more particularly described as follows:

COMMENCING at the Southeast Corner of said Section 29, being monumented with a brass cap in hand hole, from which the South Quarter Corner of said Section 29, being monumented with a brass cap flush, bears South 89 degrees 43 minutes 18 seconds West a distance of 2,638.63 feet, said line being the South line of said Southeast Quarter of Section 29 and the basis of bearings for this description;

Thence along the East line of said Southeast Quarter, North 00 degrees 13 minutes 00 seconds West a distance of 32.23 feet to the POINT OF BEGINNING of this description;

Thence North 86 degrees 41 minutes 22 seconds West a distance of 68.92 feet to a point;

Thence North 89 degrees 59 minutes 13 seconds West a distance of 219.65 feet to point;

Thence North 45 degrees 01 minute 33 seconds West a distance of 20.34 feet to a point;

Thence South 45 degrees 00 minutes 13 seconds West a distance of 45.52 feet to a point;

Thence South 89 degrees 44 minutes 05 seconds West a distance of 538.92 feet to a point;

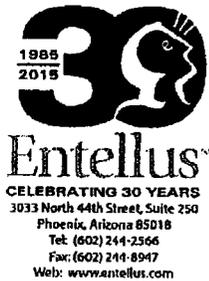
Thence North 00 degrees 15 minutes 56 seconds West a distance of 20.00 feet to a point;

Thence North 89 degrees 44 minutes 05 seconds East a distance of 530.69 feet to a point on the extension of the north right-of-way line of Chandler Boulevard as defined in Document # 2016-0285818;

Thence along the north right-of-way line of Chandler Boulevard and its extension, North 45 degrees 00 minutes 13 seconds East a distance of 45.06 feet to a point;

Thence South 89 degrees 59 minutes 13 seconds East a distance of 211.08 feet to a point;

Thence South 44 degrees 59 minutes 13 seconds East a distance of 19.80 feet to a point;



SRP\_IRRIG

Thence South 89 degrees 59 minutes 13 seconds East a distance of 18.18 feet to a point;

Thence South 86 degrees 41 minutes 22 seconds East a distance of 68.26 feet to a point on said East line of the Southeast Quarter;

Thence along said East line, South 00 degrees 13 minutes 00 seconds East a distance of 20.04 feet to a point to the POINT OF BEGINNING.

Containing an area of 20,574 SQUARE FEET or 0.472 ACRES, more or less.

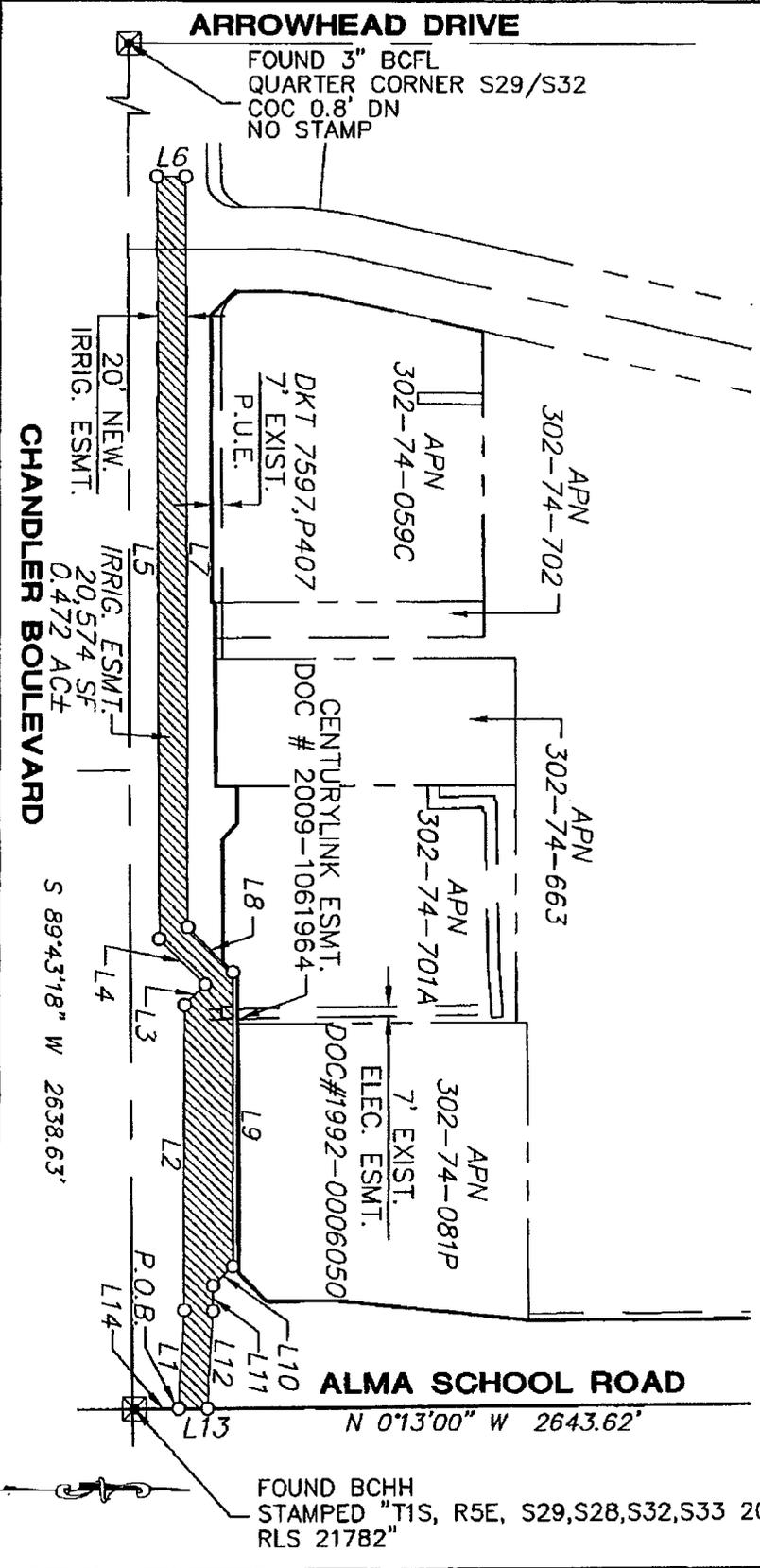
See attached Exhibit "B"



Note: The legal description above is based on recorded documents such as the subject parcel's deed, adjacent parcel deeds and/or plats. It is not based on a boundary survey of the subject parcel.

# EXHIBIT "B"

IRRIGATION EASEMENT  
SALT RIVER PROJECT



## ARROWHEAD DRIVE

FOUND 3" BCFL  
QUARTER CORNER S29/S32  
COC 0.8' DN  
NO STAMP

## ALMA SCHOOL ROAD

FOUND BCHH  
STAMPED "T1S, R5E, S29,S28,S32,S33 2002  
RLS 21782"

### LEGEND

 PROPOSED SRP IRRIGATION EASEMENT

### BASIS OF BEARING

THE SOUTH LINE OF THE SOUTHEAST  
QUARTER OF SECTION 29  
BEARING S 89°43'18" W

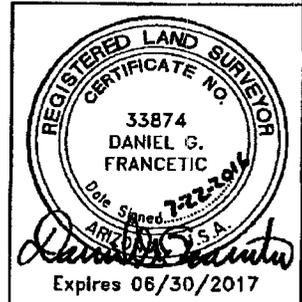
**REGISTERED LAND SURVEYOR**  
CERTIFICATE NO. 33874  
DANIEL G. FRANCETIC  
Exp. 06/30/2017

**Entellus**  
3038 N. 44th Street Suite 250  
Phoenix, AZ 85018-7228  
Tel 602.244.2566  
Fax 602.244.8947  
Website: www.Entellus.com

CITY OF CHANDLER  
ST0807-401  
SECTION 29 T.1S, R5E  
PROPOSED SRP IRRIGATION EASEMENT  
SCALE: N.T.S.  
DATE: 7/21/16 REV'D:  
DRAWN BY: AMALCHK D: DGF PG: 3 OF 4  
FILE: SRP-IRRIG.DWG

## SRP IRRIGATION EASEMENT

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N86° 41' 22"W	68.92'
L2	N89° 59' 13"W	219.65'
L3	N45° 01' 33"W	20.34'
L4	S45° 00' 13"W	45.52'
L5	S89° 44' 05"W	538.92'
L6	N00° 15' 56"W	20.00'
L7	N89° 44' 05"E	530.69'
L8	N45° 00' 13"E	45.06'
L9	S89° 59' 13"E	211.08'
L10	S44° 59' 13"E	19.80'
L11	S89° 59' 13"E	18.18'
L12	S86° 41' 22"E	68.26'
L13	S00° 13' 00"E	20.04'
L14	N00° 13' 00"W	32.23'



**LEGEND**

PROPOSED SRP IRRIGATION EASEMENT

**BASIS OF BEARING**

THE SOUTH LINE OF THE SOUTHEAST  
QUARTER OF SECTION 29  
BEARING S 89°43'18" W

**Entellus™**  
3033 N. 44th Street Suite 250  
Phoenix, AZ 85018.7228  
Tel 602.244.2566  
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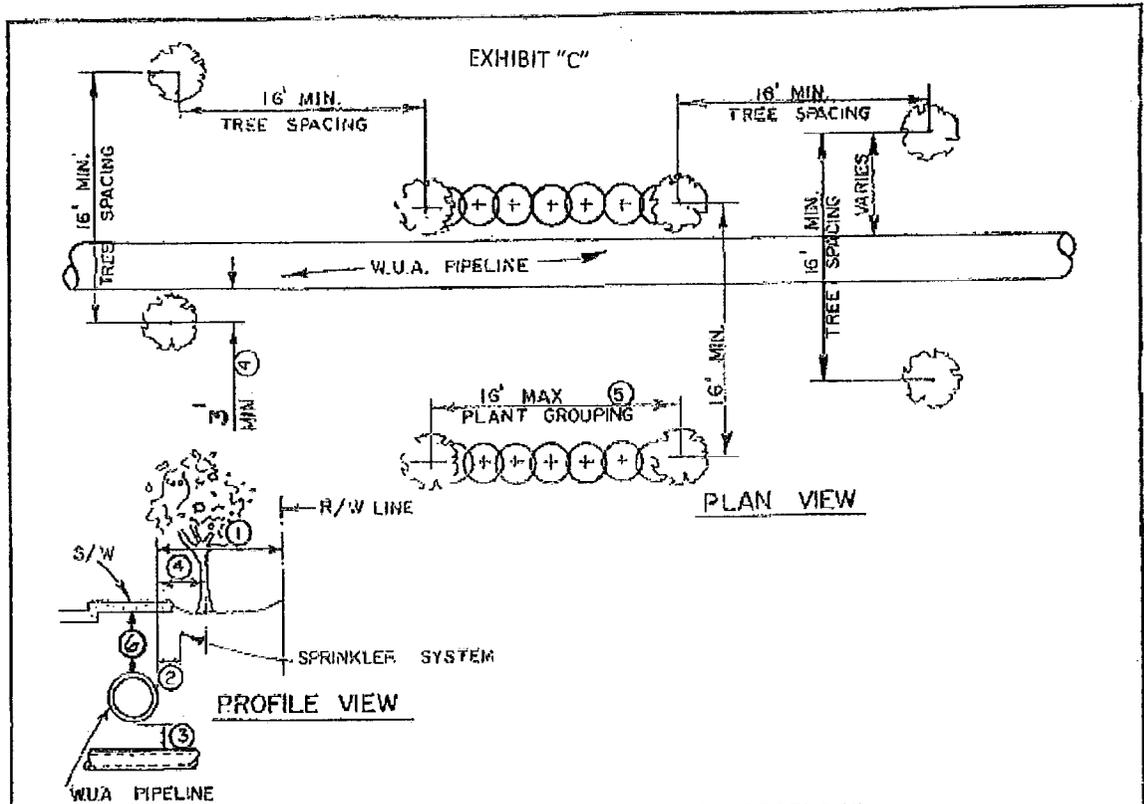
**CITY OF CHANDLER**

ST0807-401

SECTION 29, T.1S., R.5E.

**PROPOSED SRP IRRIGATION EASEMENT**

DATE: 7/21/16 | REV'D:  
DRAWN BY: AMA | CHK'D: DGF | PG: 4 OF 4  
FILE: SRP-IRRIG.DWG



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.P.
- 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.				
05-18-00	JWS	CWT	GRX	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.E.	CHECKED S.F.W.			
DRAWN A.K.	RECOMMENDED S.F.W.			
TRACED 6-28-78	APPROVED TJS			
SCALE NONE				
6-28-79			C-8-131	

EXHIBIT "C"

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.