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JAN 11 2007



MEMORANDUM Real Estate – Council Memo No. RE 07-175

DATE: JANUARY 11, 2007

TO: MAYOR AND COUNCIL

THRU: W. MARK PENTZ, CITY MANAGER
DAVE SIEGEL, MUNICIPAL UTILITIES DIRECTOR
ROBERT MULVEY, ASSISTANT MUNICIPAL UTILITIES DIRECTOR

FROM: SHARON A. JOYCE, REAL ESTATE MANAGER

SUBJECT: ORDINANCE NO. 3870 GRANTING A NO COST POWER DISTRIBUTION EASEMENT TO SALT RIVER PROJECT FOR ELECTRICAL POWER SERVICE TO CITY FACILITIES, EAST KNOX WELL SITE, LOCATED NORTHEAST OF THE ENTRANCE TO ESPEE PARK ON KNOX ROAD BETWEEN ARIZONA AVENUE AND MCQUEEN ROAD.

RECOMMENDATION: Staff recommends introduction and tentative approval of Ordinance No. 3870 granting a no cost power distribution easement to Salt River Project (SRP) for electrical power service to City facilities, East Knox Well site, located northeast of the entrance to Espee Park on Knox Road between Arizona Avenue and McQueen Road.

BACKGROUND/DISCUSSION: The Municipal Utilities Department is requesting electrical power service from SRP to operate a new well site beginning February 1, 2007.

The total easement includes 2 equipment pads; the area is approximately 8 ft. wide and 126 ft. long. This easement is a no cost easement to Salt River Project as it is requested by the City and benefits City facilities.

FINANCIAL IMPLICATIONS:

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

PROPOSED MOTION: Move that Council introduce and tentatively approve Ordinance No. 3870 granting a no cost power distribution easement to Salt River Project (SRP) for electrical power service to City facilities, East Knox Well site, located northeast of the entrance to Espee Park on Knox Road between Arizona Avenue and McQueen Road.

Attachments: Ordinance No. 3870
Site Map

ORDINANCE NO. 3870

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, TO AUTHORIZE AND APPROVE THE GRANTING OF A NO COST POWER DISTRIBUTION EASEMENT TO SALT RIVER PROJECT FOR ELECTRICAL POWER SERVICE TO CITY FACILITIES, EAST KNOX WELL SITE, LOCATED NORTHEAST OF THE ENTRANCE TO ESPEE PARK ON KNOX ROAD BETWEEN ARIZONA AVENUE AND MCQUEEN ROAD.

WHEREAS, electric service is required for the operation of a well at the City's East Knox Well site; and

WHEREAS, the City has requested that Salt River Project provide new electric service to the East Knox Well site; and

WHEREAS, a new power distribution easement is required to provide such services; and

WHEREAS, the City of Chandler is willing to grant this power easement to Salt River Project to provide power to the East Knox Well site,

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 a power distribution easement to Salt River Project, through, over, under and across that certain property described in attached Easement Exhibit "A" and attached hereto and made a part hereof by this reference.

Section 2. That the granting of said power distribution 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 document and this Ordinance on behalf of the City.

INTRODUCED AND TENTATIVELY APPROVED by the City Council this _____ day of _____, 2007.

ATTEST:

CITY CLERK

MAYOR

PASSED AND ADOPTED by the City Council this _____ day of _____, 2007.

ATTEST:

CITY CLERK

MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Ordinance No. 3870 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the _____ day of _____, 2007, and that a quorum was present thereat.

CITY CLERK

APPROVED AS TO FORM:

EAB

CITY ATTORNEY

EXHIBIT "A"

Easement Parcel:

Said easement being 8.00 feet in width, lying 4.00 feet on each side of the following described centerline:

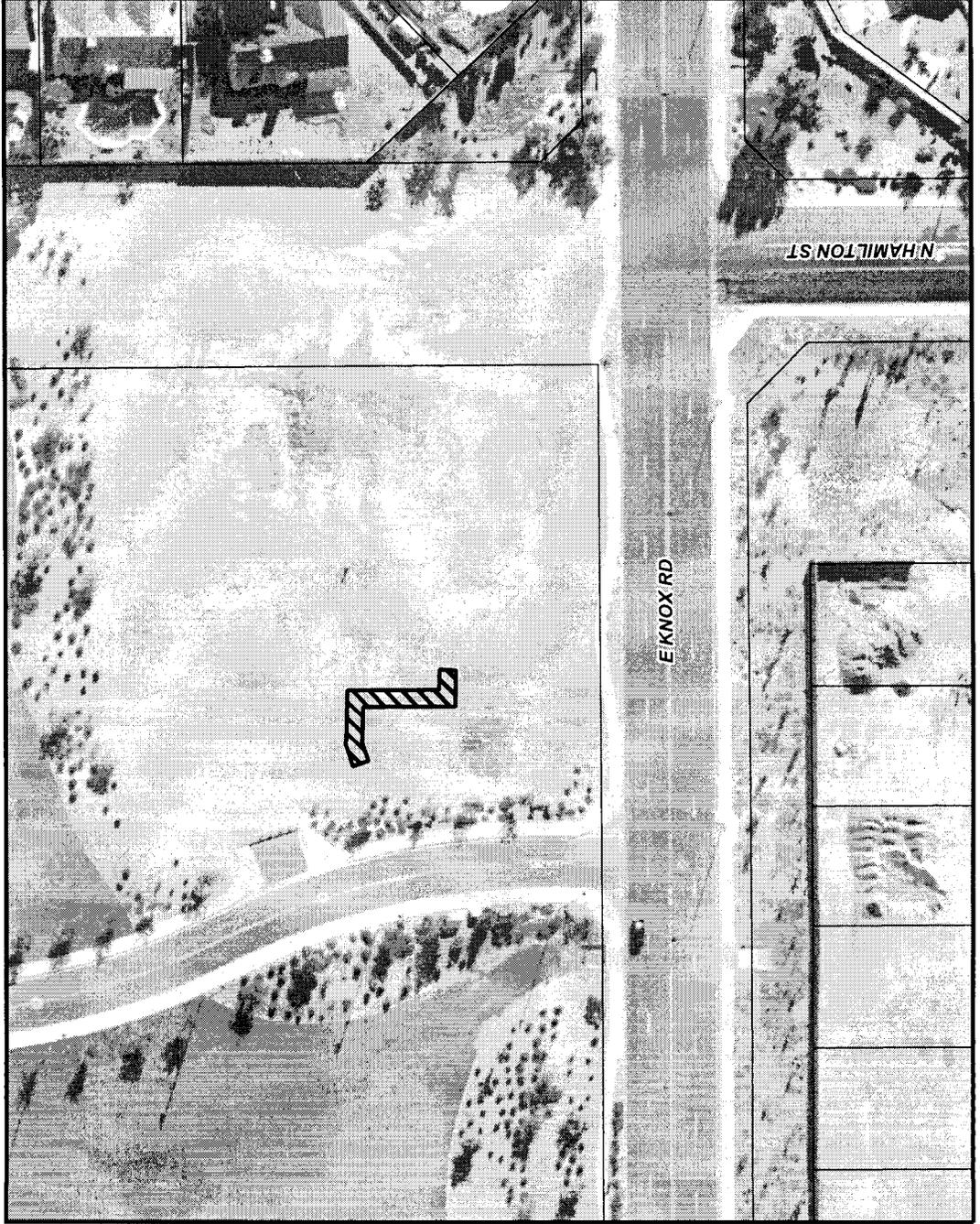
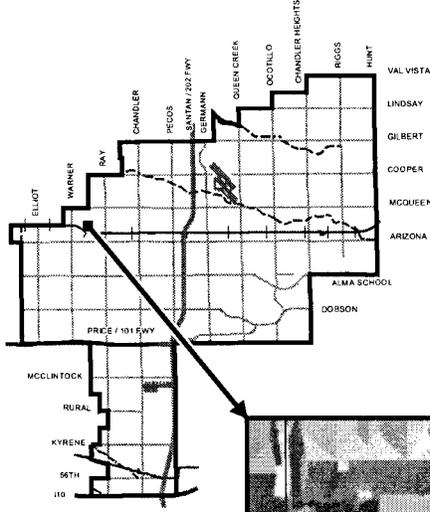
COMMENCING at the Southeast corner of the above-described Grantor's Property; thence South 89 degrees 41 minutes 55 seconds West, a distance of 150.45 feet; thence North 00 degrees 18 minutes 05 seconds West, a distance of 75.44 feet to the center of a 7.50 foot by 5.50 foot equipment pad area and the POINT OF BEGINNING of the easement described herein, said pad area being a part of this easement; thence North 88 degrees 46 minutes 06 seconds West, a distance of 14.10 feet; thence North 00 degrees 35 minutes 33 seconds West, a distance of 45.34 feet; thence North 89 degrees 00 minutes 57 seconds West, a distance of 32.55 feet; thence South 86 degrees 46 minutes 40 seconds West, a distance of 21.26 feet; thence North 70 degrees 50 minutes 35 seconds West, a distance of 1.55 feet; thence South 71 degrees 29 minutes 09 seconds West, a distance of 10.51 feet to the TERMINUS on the East edge of a 9.90 foot by 2.80 foot equipment pad area, said pad area being a part of this easement.

Grantor's Property:

All that part of the East half of the Northwest quarter of Section 22, Township 1 South, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, lying East of Arizona Eastern Railroad Right of Way;
EXCEPT the South 33 feet for roads, and
EXCEPT the North 33 feet thereof; and
EXCEPT a Permanent right of way more particularly described in Instrument No. 96-0625222, records of Maricopa County, Arizona.



SRP POWER DISTRIBUTION EASEMENT FOR EAST KNOX WELL



LEGEND
 EASEMENT

**MEMO NO. RE07-175
ORDINANCE NO. 3870**



WHEN RECORDED MAIL TO:

SALT RIVER PROJECT

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

POWER DISTRIBUTION EASEMENT

Maricopa County
Parcel # 302-39-011

R/W # 282A Agt. MNT

Job # KEB-6679

W MNT C 

CITY OF CHANDLER,

hereinafter called Grantor, for and in consideration of the sum of One Dollar, and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant and convey to **SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT**, an agricultural improvement district organized and existing under the laws of the State of Arizona, its agents, employees, contractors and permittees and its and their respective successors and assigns, hereinafter called the Grantee, a non-exclusive easement in, upon, over, under, across, through and along the lands hereinafter described (such lands hereinafter described being sometimes referred to herein as the "Easement Parcel") to construct, install, reconstruct, replace, remove, repair, operate and maintain underground electrical conductors, conduits, pipes, cables, vaults, pads, switching equipment, enclosures, manholes and transformers and all other appliances, appurtenances and fixtures (collectively "Facilities") for the transmission and distribution of electricity and for all other purposes connected therewith at such locations and elevations, in, upon, over, under, across, through and along the Easement Parcel as Grantee may now or hereafter deem convenient or necessary from time to time, together with the right of ingress and egress to, from, across and along the Grantor's Property. Grantee is hereby authorized to permit others to use the Easement Parcel for additional Facilities jointly with or separately from the Grantee for their purposes.

The lands in, upon, over, under, across, through and along which this easement is granted are situated in the County of Maricopa, State of Arizona, and are more particularly described as:

Grantor's Property:

All that part of the East half of the Northwest quarter of Section 22, Township 1 South, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, lying East of Arizona Eastern Railroad Right of Way;
EXCEPT the South 33 feet for roads, and
EXCEPT the North 33 feet thereof; and
EXCEPT a Permanent right of way more particularly described in Instrument No. 96-0625222, records of Maricopa County, Arizona.

Easement Parcel:

Said easement being 8.00 feet in width, lying 4.00 feet on each side of the following described centerline:

COMMENCING at the Southeast corner of the above-described Grantor's Property; thence South 89 degrees 41 minutes 55 seconds West, a distance of 150.45 feet; thence North 00 degrees 18 minutes 05 seconds West, a distance of 75.44 feet to the center of a 7.50 foot by 5.50 foot equipment pad area and the POINT OF BEGINNING of the easement described herein, said pad area being a part of this easement; thence North 88 degrees 46 minutes 06 seconds West, a distance of 14.10 feet; thence North 00 degrees 35 minutes 33 seconds West, a distance of 45.34 feet; thence North 89 degrees 00 minutes 57 seconds West, a distance of 32.55 feet; thence South 86 degrees 46 minutes 40 seconds West, a distance of 21.26 feet; thence North 70 degrees 50 minutes 35 seconds West, a distance of 1.55 feet; thence South 71 degrees 29 minutes 09 seconds West, a distance of 10.51 feet to the TERMINUS on the East edge of a 9.90 foot by 2.80 foot equipment pad area, said pad area being a part of this easement.

CAUTION: Facilities placed within the Easement Parcel 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 40-360.21, et. seq., Arizona Blue Stake Law, prior to any excavation.

Grantor shall maintain a clear area that extends 3.00 feet from and around all edges of all transformer pads and other equipment pads, and a clear operational area that extends 12.00 feet immediately in front of all transformer and other equipment openings. No obstruction, trees, shrubs, fixtures or permanent structures shall be placed within said areas.

Grantor shall not construct, install or place, or permit to be constructed, installed or placed any building or other structure, plant any trees, drill any well, store materials of any kind, or alter ground level by cut or fill, within the area of the Easement Parcel.

Grantee shall have the right (but not the obligation) to trim, cut and clear away trees, brush or other vegetation on, the Easement Parcel whenever in its judgment the same shall be necessary for the convenient and safe exercise of the rights herein granted.

In the event Grantee records a document to formally abandon the easement granted herein, all Grantee's rights hereunder shall cease, except the right to remove any and all property placed upon the Easement Parcel within a reasonable time subsequent to such abandonment.

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, personal representatives, legal representatives, successors (including successors in ownership and estate), assigns and lessees of the Grantor and Grantee.

