

#4
FEB 08 2007



Chandler • Arizona
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MEMORANDUM

Real Estate Council Memo No. RE07-145

DATE: FEBRUARY 8, 2007

TO: MAYOR AND COUNCIL

THRU: W. MARK PENTZ, CITY MANAGER
DANIEL W. COOK, ACTING PUBLIC WORKS DIRECTOR
MIKE NORMAND, ACTING ASSISTANT PUBLIC WORKS DIRECTOR-
TRANSPORTATION & OPERATIONS

FROM: ERICH KUNTZE, REAL ESTATE OPERATIONS COORDINATOR

SUBJECT: ORDINANCE NO. 3862 GRANTING A NO COST IRRIGATION EASEMENT TO SALT RIVER PROJECT (SRP) TO ACCOMMODATE UNDERGROUND CONSTRUCTION OF IRRIGATION FACILITIES DUE TO ROAD IMPROVEMENTS FOR PECOS ROAD FROM DOBSON ROAD TO PENNINGTON DRIVE

RECOMMENDATION: Staff recommends approval of Ordinance No. 3862 granting a no cost irrigation easement to Salt River Project (SRP) to accommodate underground construction of irrigation facilities due to road improvements for Pecos Road from Dobson Road to Pennington Drive.

BACKGROUND/DISCUSSION: The City of Chandler has completed improvements and right-of-way acquisition on Pecos Road from Dobson to Pennington Drive, and is now required to grant SRP a no cost irrigation easement for the relocated underground construction of irrigation facilities.

At the time these improvements were constructed, the City had an Order of Immediate Possession, but did not have title to the property located on the northwest corner and the southwest corner of Dobson Road and Pecos Road. Title to the property is necessary to grant an irrigation easement to SRP at these locations. The Agreement for Acquisition of Rights-of-Way in Connection with Utility Facility Relocations signed by the City of Chandler and SRP states the City would grant an easement(s) to SRP when the title to the property is received. Per this Agreement, SRP completed the construction to accommodate the underground irrigation facilities at the subject location. The City now has title to the property and needs to grant the easement.

ORD #3862 DH

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Council Meeting of 2/8/07
Memo # RE07-145

Because the City directly benefits from granting this easement, there are no costs for the irrigation easement.

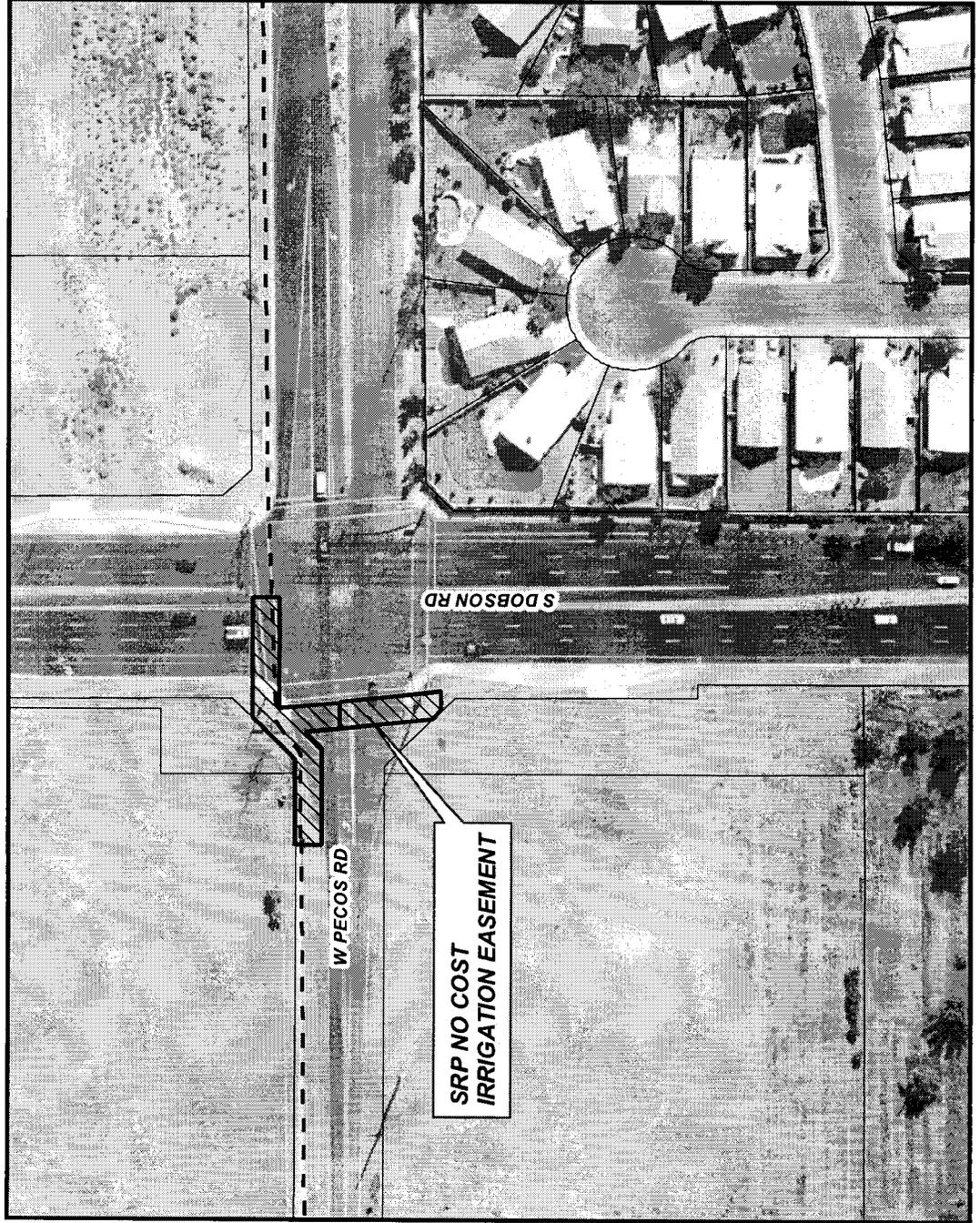
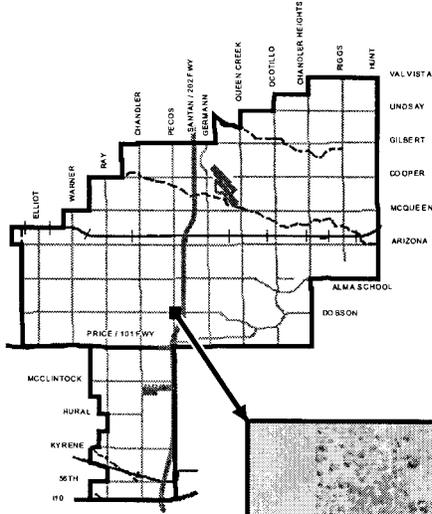
FINANCIAL IMPLICATIONS: NONE

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

PROPOSED MOTION: Staff recommends approval of Ordinance No. 3862 granting a no cost irrigation easement to Salt River Project (SRP) to accommodate the underground construction of irrigation facilities due to road improvements for Pecos Road from Dobson Road to Pennington Drive.

Attachments: Ordinance No. 3862
Easement
Location/Site Map

SRP NO COST IRRIGATION EASEMENT



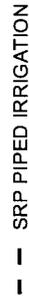
MEMO NO. RE07-145

ORDINANCE NO. 3862

LEGEND



RIGHT OF WAY FOR SRP EASEMENT



SRP PIPED IRRIGATION



CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Ordinance No.3862 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:

 GAB
CITY ATTORNEY

IRRIGATION EASEMENT

Maricopa County

R/W # 1545 Agt. PJH

Job # RD-22440

W PJH C GAN

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, 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", the latest edition of the Grantor's standard barricade manual, 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. Intentionally deleted

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:

GAB

City Attorney for the
City of Chandler



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).

EXHIBIT "A"

CONSULTING LAND SURVEYORS



37617 North Cave Creek Road
Cave Creek, Arizona 85331

Phone (480) 990-0545
Fax (480) 994-9097

Job No. 011014

**RIGHT-OF-WAY
FOR
SRP EASEMENT**

That portion of the Northeast quarter of Section 6, Township 2 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 Northeast corner of said Section 6, said corner being monumented with a brass cap in hand hole; thence N. 89° 57' 33" W. along the North line of said Northeast quarter of Section 6 a distance of 78.20 feet to the TRUE POINT OF BEGINNING; thence S. 06° 19' 51" E. a distance of 76.34 feet; thence N. 89° 57' 33" W. parallel with and 75.87 feet South of said North line a distance of 14.98 feet to a point on the Westerly right-of-way of Dobson Road; thence N. 00° 11' 03" W. along said right-of-way a distance of 0.87 feet; thence N. 45° 04' 18" W. along said right-of-way a distance of 8.31 feet; thence N. 06° 19' 51" W. a distance of 69.57 feet to a point on said North line; thence S. 89° 57' 33" E. along said North line a distance of 20.12 feet to the TRUE POINT OF BEGINNING.

Containing 1,506 square feet, more or less.

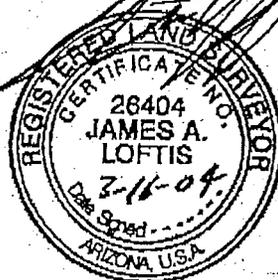
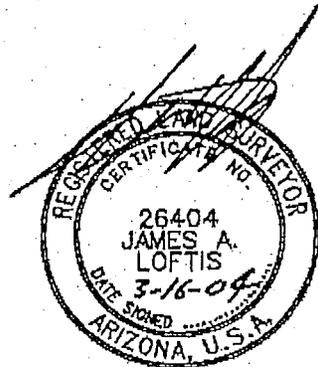
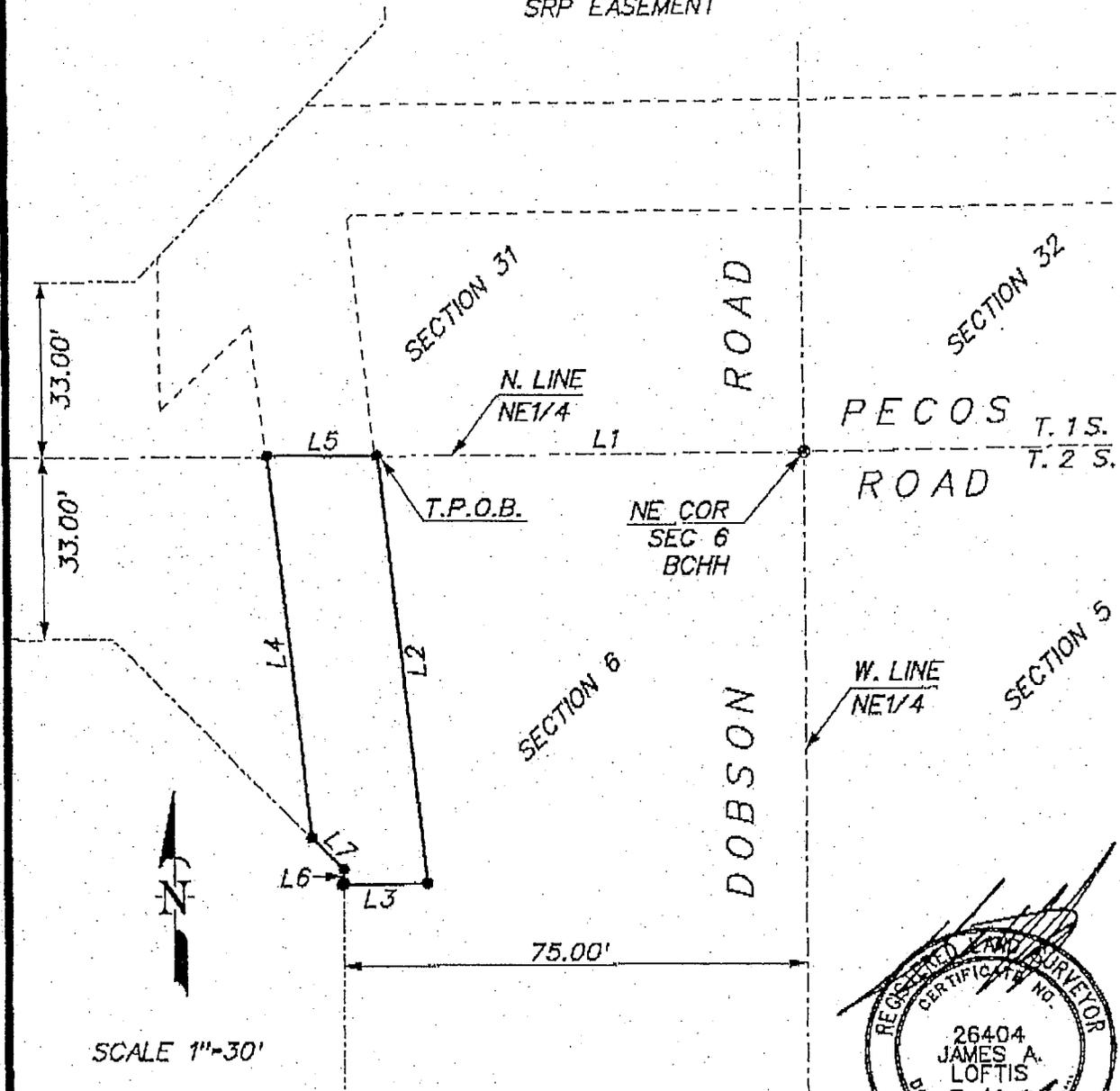


EXHIBIT "A"

SRP EASEMENT



LINE TABLE

NO.	BEARING	DISTANCE
L1	N89° 57' 33" W	78.20'
L2	S06° 19' 51" E	76.34'
L3	N89° 57' 33" W	14.98'
L4	N06° 19' 51" W	69.57'
L5	S89° 57' 33" E	20.12'
L6	N00° 11' 03" W	0.87'
L7	N45° 04' 18" W	8.31'



CONSULTING
LAND

SURVEYORS

37617 N. CAVE CREEK RD.
 CAVE CREEK, AZ 85331
 PHONE (480) 990-0545
 FAX (480) 994-9097
 JOB NO.: 011014



EXHIBIT "A"
CONSULTING LAND SURVEYORS

37617 North Cave Creek Road
Cave Creek, Arizona 85331

Phone (480) 990-0545
Fax (480) 994-9097

Job No. 011014

**RIGHT-OF-WAY
FOR
SRP EASEMENT**

That portion of the Southeast quarter of Section 31, 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 31, said corner being monumented with a brass cap in hand hole; thence N. 89° 57' 33" W. along the South line of said Southeast quarter of Section 33 a distance of 78.20 feet to the TRUE POINT OF BEGINNING; thence continuing N. 89° 57' 33" W. along said South line a distance of 20.12 feet; thence N. 06° 19' 51" W. a distance of 25.96 feet; thence S. 44° 50' 10" W. a distance of 18.05 feet; thence N. 89° 57' 33" W. parallel with and 13.00 feet North of said South line a distance of 73.33 feet; thence N. 00° 02' 27" E. a distance of 20.00 feet to a point on the North right-of-way of Pecos Road; thence S. 89° 57' 33" E. along said right-of-way a distance of 65.00 feet to an angle point on said right-of-way; thence N. 44° 50' 10" E. along said right-of-way a distance of 45.09 feet; thence S. 89° 57' 33" E. parallel with and 65.00 feet North of said South line a distance of 90.00 feet to a point on the East line of said Southeast quarter of Section 33; thence S. 00° 22' 06" E. along said East line a distance of 20.00 feet; thence N. 89° 57' 33" W. parallel with and 45.00 feet North of said South line a distance of 81.81 feet; thence S. 44° 50' 10" W. a distance of 1.39 feet; thence S. 06° 19' 51" E. a distance of 44.30 feet to the TRUE POINT OF BEGINNING.

Containing 4,706 square feet, more or less.

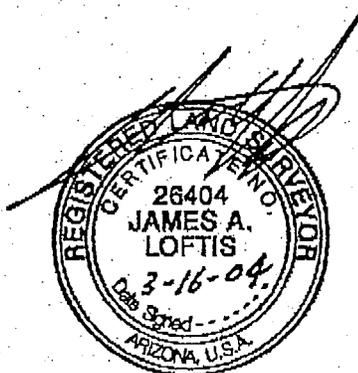
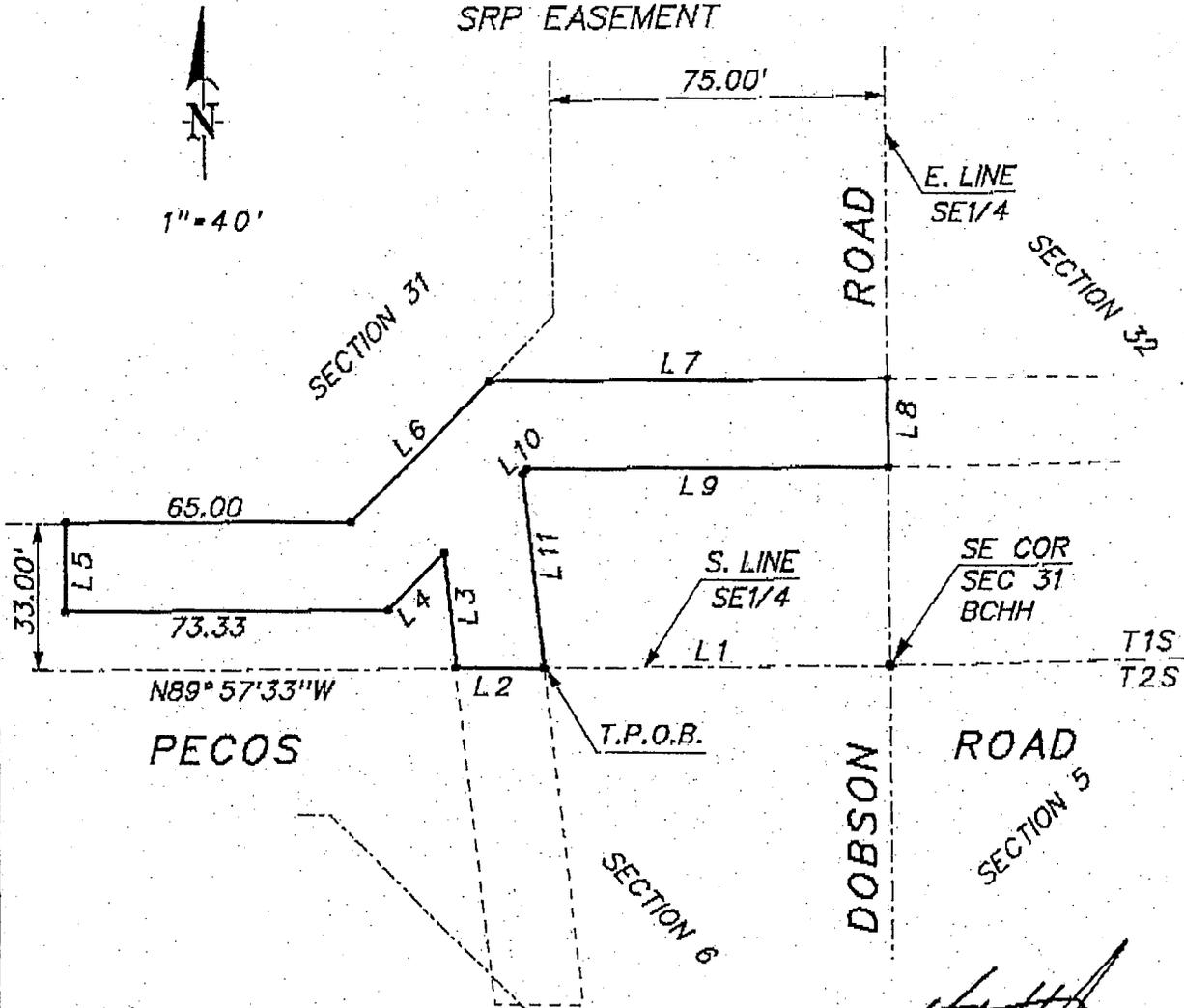


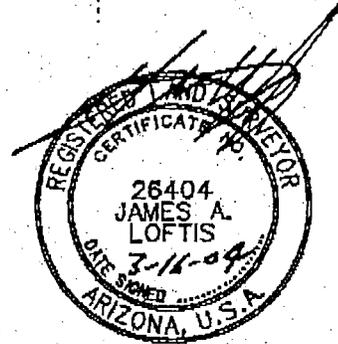
EXHIBIT "A"⁹⁹

SRP EASEMENT



LINE TABLE

NO.	BEARING	DISTANCE
L1	N89° 57' 33" W	78.20'
L2	N89° 57' 33" W	20.12'
L3	N06° 19' 51" W	25.96'
L4	S44° 50' 10" W	18.05'
L5	N00° 02' 27" E	20.00'
L6	N44° 50' 10" E	45.09'
L7	S89° 57' 33" E	90.00'
L8	S00° 22' 06" E	20.00'
L9	N89° 57' 33" W	81.81'
L10	S44° 50' 10" W	1.39'
L11	S06° 19' 51" E	44.30'

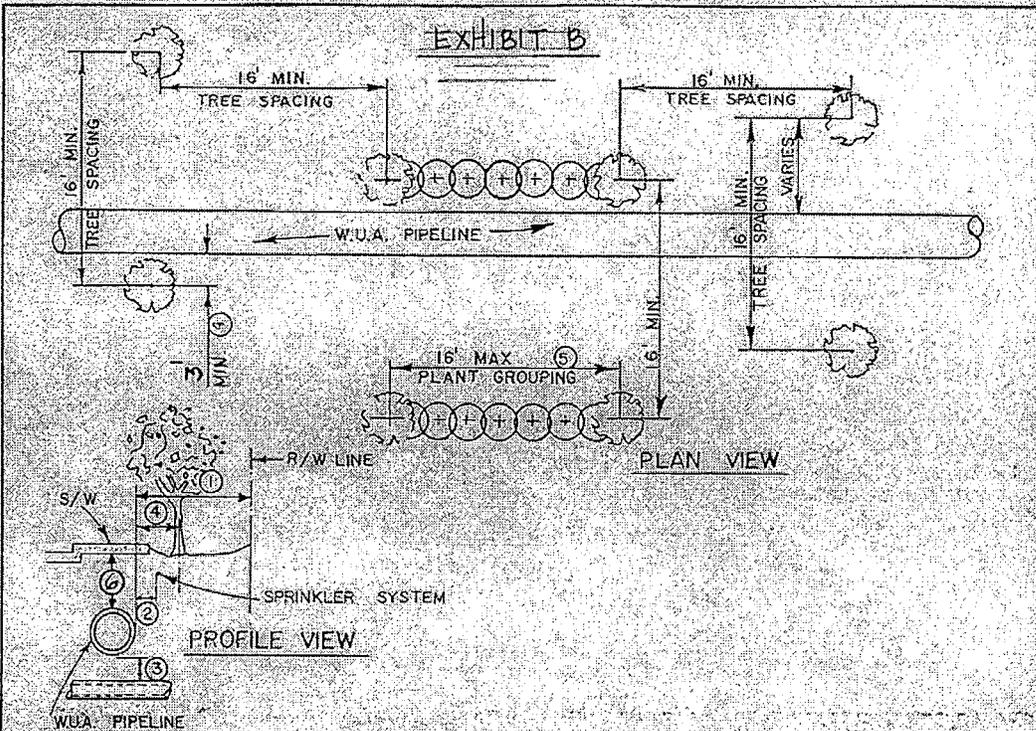


**CONSULTING
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CAVE CREEK, AZ 85331
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JOB NO.: 011014

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.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

ADDED NOTE 6.				
05-18-00	JWS	CWT	12	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 S.N.J.			
DRAWN A.K.	RECOMMENDED			
TRACED 6-25-79	APPROVED TWS			
SCALE NONE				
6-28-79		C-8-131		

ORIGINAL

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.