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MAR 2 2 2007

Chandler • Arizona
Where Values Make The Difference

MEMORANDUM **Real Estate - Council Memo No. RE 07-232**

DATE: MARCH 22, 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. 3899, GRANTING A NO COST, NON-EXCLUSIVE IRRIGATION EASEMENT TO SALT RIVER PROJECT (SRP) TO RELOCATE IRRIGATION FACILITIES ON GERMANN ROAD WEST OF ARROWHEAD DRIVE, CHANDLER, ARIZONA

RECOMMENDATION: Staff recommends introduction and tentative approval of Ordinance No. 3899, granting a no cost, non-exclusive irrigation easement to Salt River Project (SRP) to relocate irrigation facilities on Germann Road west of Arrowhead Drive, Chandler, Arizona.

BACKGROUND/DISCUSSION: The Germann Road Improvement Project from Dobson Road to Arizona Avenue requires relocation of certain Salt River Project irrigation facilities. SRP has requested that the City provide a non-exclusive irrigation easement to accommodate the SRP facilities being replaced or relocated due to the project.

The replacement and/or relocation of the SRP irrigation facilities are necessary to construct the road improvements. The project will improve traffic flows and the public will benefit from this road improvement.

The easement is located within the Dobson Road to Alma School Road segment of the project and the anticipated eight-month construction timeframe is tentatively scheduled to begin in May of 2007.

The irregular shaped irrigation easement is approximately 28 feet by 28 feet in size.

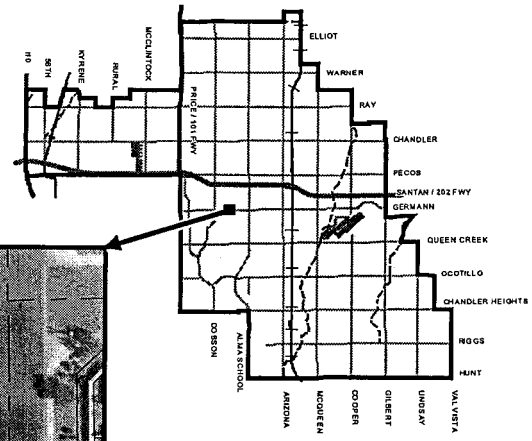
FINANCIAL IMPLICATIONS: None

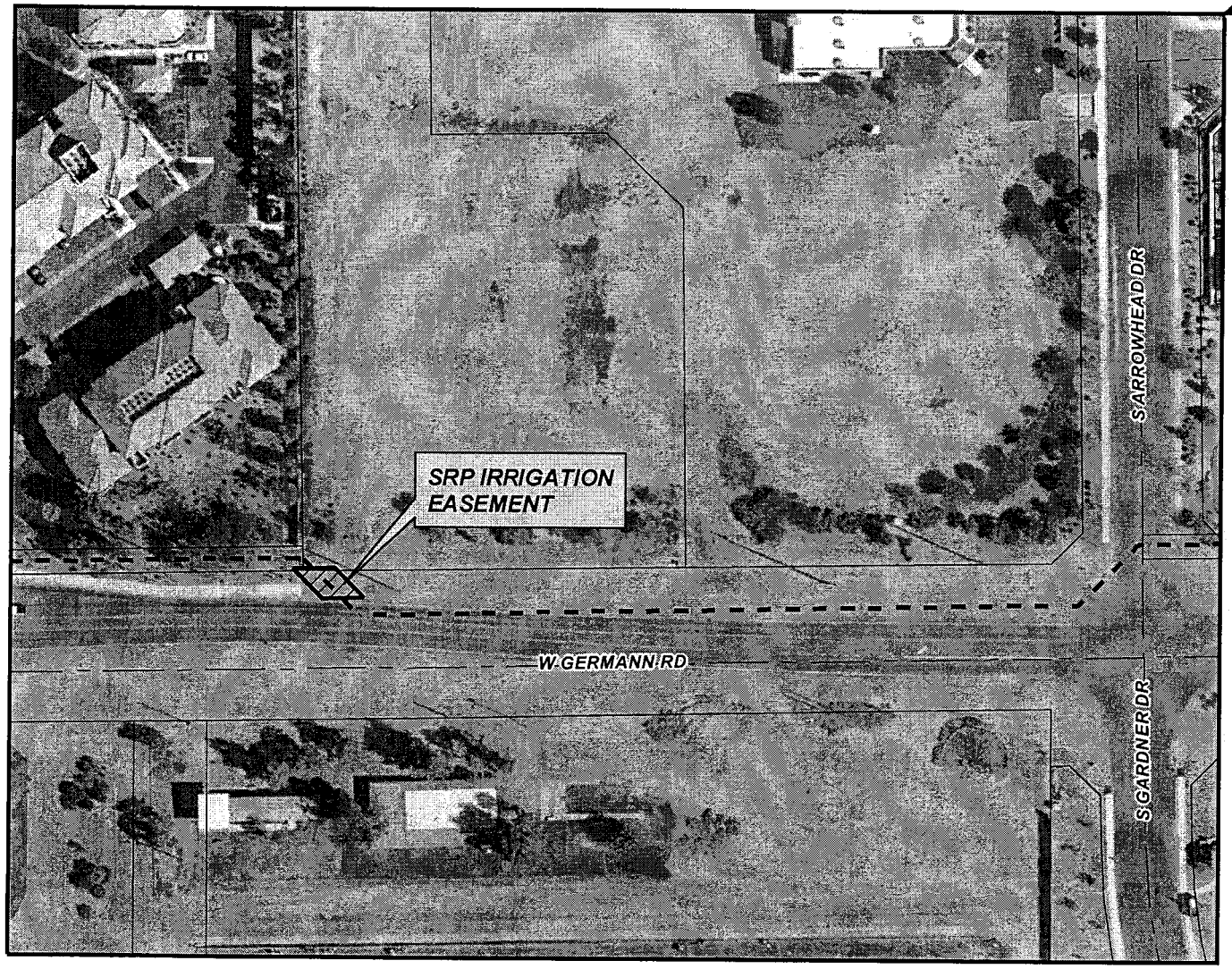
PROPOSED MOTION: Move that Council introduce and tentatively approve Ordinance No. 3899, granting a no cost, non-exclusive irrigation easement to Salt River Project (SRP) to relocate irrigation facilities on Germann Road west of Arrowhead Drive, Chandler, Arizona.

Attachments: Ordinance No. 3899, Easement (1) and Location/Site Map

Chandler + Arizona

SRP IRRIGATION EASEMENT





MEMO NO. RE07-232

LEGEND

- SRP IRRIGATION EASEMENT
- EXISTING SRP IRRIGATION

NTS

ChanGIS

SKB (W:\ENGINEER\GENSERV_ArcMap_Shared\Map Requests\Real Estate\RE07-232 SRP IRRIGATION EASEMENT\RE07-232.mxd) 03/06/2007

ORDINANCE NO. 3899

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, TO AUTHORIZE AND APPROVE THE GRANTING OF A NO COST, NON-EXCLUSIVE IRRIGATION EASEMENT TO SALT RIVER PROJECT (SRP), TO RELOCATE IRRIGATION FACILTIES ON GERMANN ROAD WEST OF ARROWHEAD DRIVE, CHANDLER, ARIZONA

WHEREAS, a irrigation easement is necessary to relocate irrigation facilities in conjunction with the construction of the Germann Road Improvements from Dobson Road to Arizona Avenue, Project No. STO-605; and

WHEREAS, the City of Chandler is willing to grant a 566 square foot irrigation easement to Salt River Project to relocate irrigation facilities on Germann Road west of Arrowhead Drive; and

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 no cost, non-exclusive irrigation easement to Salt River Project, through, over, under, and across that certain property described in Exhibit "A", attached hereto and made a part hereof by reference.

Section 2. That the granting of the no cost irrigation 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 on behalf of the City.

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

ATTEST:

_____ CITY CLERK

_____ MAYOR

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

_____ CITY CLERK

_____ MAYOR

CERTIFICATION

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

_____ CITY ATTORNEY GAB

IRRIGATION EASEMENT

Maricopa County

R/W # 36 Agt. PJH
Job # RD-81998
W 124 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, 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" 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:

_____
City Attorney for the GAB
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).

S/LANDFORM/MASTER/CofC IRRIGATION/NEW 2000

EXHIBIT "A"

LEGAL DESCRIPTION

That part of Section 5, Township 2 South, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

COMMENCING at the South one-quarter corner of said Section 5. Said corner being marked by a 3 inch City of Chandler brass monument set flush with the pavement and located N 89° 05' 24" E, a distance of 2680.84 feet from the Southwest corner of said Section 5;

THENCE S 89° 05' 24" W, along the South line of said Section 5, a distance of 565.90 feet;

THENCE N 00° 50' 03" W, and departing said South line, a distance of 65.00 feet to the POINT OF BEGININNING.

THENCE S 45° 54' 36" E, a distance of 28.27 feet;

THENCE N 89° 05' 24" E, a distance of 28.28 feet;

THENCE N 45° 54' 36" W, a distance of 28.27 feet;

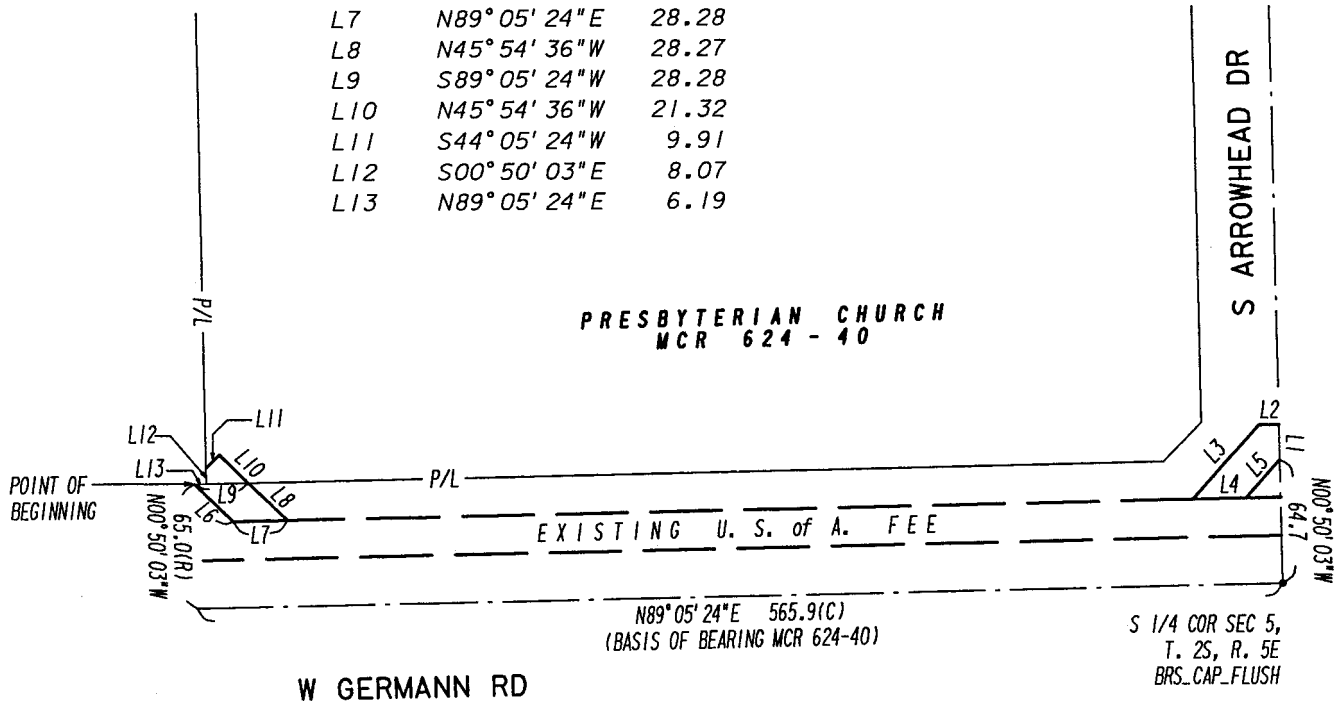
THENCE S 89° 05' 24" W, a distance of 28.28 feet to the POINT OF BEGINNING.

Said parcel contains 566 square feet, more or less.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
42847
TODD E.
RAKSTAD
Date Signed 10/3/06
ARIZONA, U.S.A.

EXHIBIT "A"

LINE	BEARING	DISTANCE
L1	N00°50'03"W	18.30
L2	S89°05'24"W	10.37
L3	S41°38'21"W	51.57
L4	N89°05'24"E	27.15
L5	N41°38'21"E	26.73
L6	S45°54'36"E	28.27
L7	N89°05'24"E	28.28
L8	N45°54'36"W	28.27
L9	S89°05'24"W	28.28
L10	N45°54'36"W	21.32
L11	S44°05'24"W	9.91
L12	S00°50'03"E	8.07
L13	N89°05'24"E	6.19



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
42847
TODD E.
RAKSTAD
Date Signed 10/3/06
ARIZONA, U.S.A.

THIS EXHIBIT IS INTENDED TO ACCOMPANY A LEGAL DESCRIPTION, IT IS NOT A SURVEY AND SHOULD NOT BE CONSTRUED AS SUCH.

0 50 100

LEGEND

- SECTION AND CENTERLINE
- PROPERTY LINE
- IRRIGATION EASEMENT
- EXISTING USA FEE
- BK 142 of Deeds, Pg. 356

NORTH

NOTE: Symbols may not be to drawing scale, so as to better enhance graphical representation.

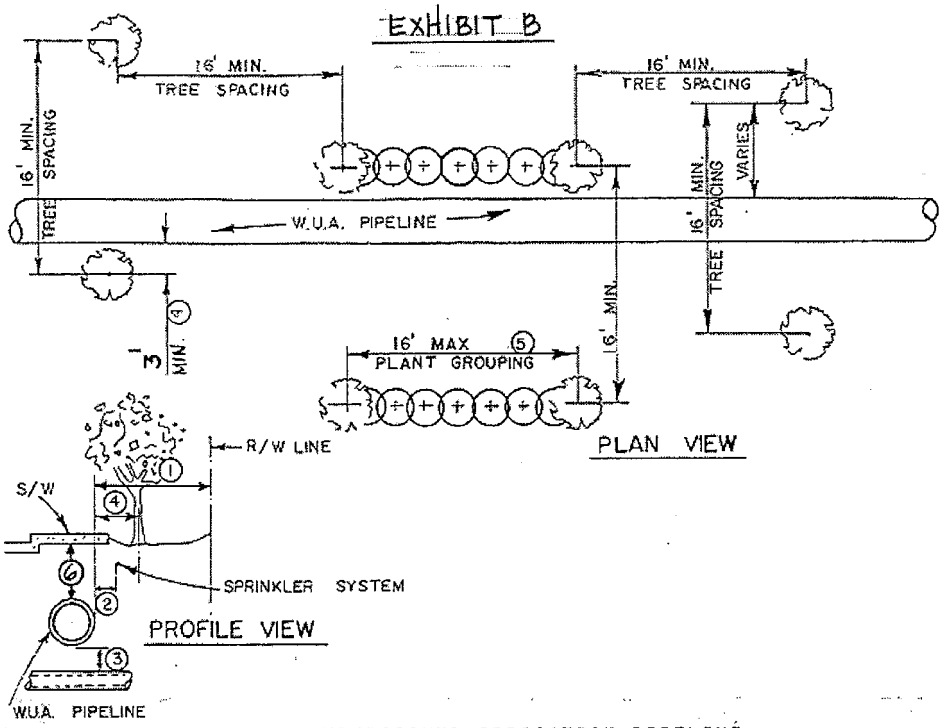
SALT RIVER PROJECT A.I.
& POWER DISTRICT
MARICOPA COUNTY, ARIZONA

RAD-2040-300(10)
SEC 5, T. 2S, R. 5E
IRRIGATION EASEMENT

DESIGNED	JOHNSON	AGENT	P. HICKS
DRAWN	J. MORRIS	APPROVED:	
DATE	08/23/06		
SCALE	1" = 100'		

SRP Job No. RD-81998
City of Chandler
Exhibit B-1

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		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
DRAWN A.K.	RECOMMENDED
TRACED 6-28-79	APPROVED
SCALE NONE	

6-28-79 | C-8-131 | Y4

R/W

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.