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SEP - 6 2007

ORDINANCE NO. 3942

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, TO AUTHORIZE AND APPROVE GRANTING A NO COST POWER EASEMENT TO SALT RIVER PROJECT ON THE NORTH SIDE OF WARNER ROAD EAST FROM THE NORTHEAST CORNER OF ALMA SCHOOL ROAD AND WARNER ROAD.

WHEREAS, the City of Chandler is in the process of improving the intersection of Alma School Road and Warner Road; and

WHEREAS, the road improvements require that Salt River Project relocate its 69 kilovolt (kV) power lines; and

WHEREAS, Salt River Project requires one ten foot wide power easement from the northeast corner of Warner Road, running east 809 feet, for the relocation of its electrical facilities; and

WHEREAS, the City of Chandler is willing to grant the easement to Salt River Project to accommodate the relocation of equipment for electrical power;

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

Section 2. That the granting of said power easement shall be in the 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 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. 3942 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

GMB

EXHIBIT "A"

Easement Parcel:

Said easement being 10.00 feet in width lying 5.00 feet on each side of the centerline described below which lies within a portion of the Southwest Quarter of Section 16, Township 1 South, Range 5 East, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona,

Commencing at the Southwest corner of said Section 16; thence North 89 degrees 49 minutes 27 seconds East, a distance of 64.13 feet to the Point of Beginning; thence North 34 degrees 22 minutes 08 seconds East, a distance of 91.34 feet; thence South 89 degrees 33 minutes 25 seconds East, a distance of 289.03 feet; thence South 88 degrees 13 minutes 09 seconds East, a distance of 368.35 feet; thence South 89 degrees 51 minutes 17 seconds East, a distance of 59.97 feet to the Point of Terminus of said line.

Except any portion that lies outside of existing right of way.

WHEN RECORDED MAIL TO:

SALT RIVER PROJECT

Land Department/PAB400

P. O. Box 52025

Phoenix, Arizona 85072-2025

EASEMENT

Maricopa County
SW ¼, Sec. 16, T1S, R5E
Portion of Warner Road ROW

R/W# 1421D Agt. JML
Job # XA3-3559
W _____ C _____

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

hereinafter called Grantor, for and in consideration of the sum of Ten Dollars, 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 a line or lines of poles, towers, or other supporting structures and conductors or cables suspended thereon and supported thereby, and underground conduits, conductors, pipes, cables, vaults, manholes, guys, anchorage, crossarms, braces, transformers and all other appliances, appurtenances and fixtures for the transmission and distribution of electricity, and for all other purposes connected therewith and for the transmission and distribution of telephone, audio and/or visual signal and other communication or data transmission purposes (collectively "Facilities") at such locations and elevations, in, upon, over, under, across 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 and with the right to use lands adjacent to said easement during temporary periods of construction. Grantee is hereby authorized to allow other parties to use the Easement Parcel for additional Facilities jointly with or separately from the Grantee for their purposes, subject to such other parties' complying with applicable City ordinances and permit and/or licensing requirements.

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:

The Easement Parcel, Exhibit "A", attached hereto and made a part hereof

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. Notice is also hereby given that any activity performed within the Easement Parcel shall comply with the Arizona Overhead Powerline Safety Law, Arizona Revised Statutes 40-360.41-45.

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 provided however, that such clear areas shall be confined to within the Easement Parcel. 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 lower ground level by more than one (1) foot of cut or raise ground level by more than two (2) feet of fill, within the area of the Easement Parcel. Grantor reserves the right to use the Easement Parcel for such purposes as landscaping, paved parking, vehicle parking, sidewalks and/or driveways, provided these do not interfere with the efficient and safe operation and maintenance of Grantee's Facilities, including access thereto. Buildings, above-ground structures, or pools are prohibited.

Grantee shall have the right to construct, modify and maintain access openings, at its expense, at such locations and of such dimensions as determined by Grantee and Grantor in existing or future walls or fences within the Easement Parcel. Grantor shall not unreasonably withhold said approval. Grantor shall have the right to install gates across said openings and Grantor and Grantee shall have the right to use said gates, provided that any locked gates be subject to joint access by Grantor and Grantee by provision of a multiple locking device.

Subject to the provisions set forth herein, Grantor reserves the right to use and occupy the Easement Parcel for any purpose consistent with the rights and privileges above granted, provided, however, that such use shall not unreasonably interfere with Grantee's right and ability to construct, access, maintain and use the Facilities, or endanger any of the Facilities or the use thereof.

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.

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IN WITNESS WHEREOF, **CITY OF CHANDLER**, an Arizona municipal corporation, has caused its name to be executed by its duly authorized representative(s) this _____ day of _____, 20__.

CITY OF CHANDLER,
An Arizona municipal corporation

By: _____
Mayor

Attest:

Clerk

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 _____ and _____, the Mayor and Clerk 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.

My Commission Expires:

_____ Notary Public

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 11-1132 and 11-1133 pursuant to the exemptions set forth in A.R.S. Sections 11-1134(A)(2) and (A)(3).

69kv OH&UG MASTER
Approved Greg More, SRP/03/05-jcm
Cimage/

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