

#4
APR 24 2008

ORDINANCE NO. 4046

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, AUTHORIZING THE ASSIGNMENT TO SALT RIVER PROJECT (SRP) OF CERTAIN POWER DISTRIBUTION EASEMENTS ACQUIRED BY THE CITY OF CHANDLER FOR THE ARIZONA AVENUE AND RAY ROAD INTERSECTION IMPROVEMENT PROJECT, ST0-148.

WHEREAS, the City of Chandler filed condemnation actions to acquire roadway and easements necessary for the improvements to the Arizona Avenue and Ray Road intersection; and

WHEREAS, the easements acquired included certain power distribution easements needed to accommodate the relocation of existing electrical facilities of Salt River Project Agricultural Improvement and Power District ("Salt River Project"); and

WHEREAS, the power distribution easements were acquired under terms that permit the recording of an assignment of said easements directly to Salt River Project, after which the City will have no further obligation, responsibility, liability or rights associated with the easements;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Chandler, Arizona, as follows:

Section 1. The City may proceed to execute and record one or more agreements as needed to assign over to Salt River Project the power distribution easements acquired by the City through condemnation actions filed in connection with the Arizona Avenue and Ray Road intersection improvement project.

Section 2. The City Manager is authorized to execute such an agreement, which shall be in form approved by the City Attorney.

INTRODUCED AND TENTATIVELY APPROVED by the City of Chandler, Arizona, this _____ day of _____, 2008.

ATTEST:

CITY CLERK

MAYOR

PASSED AND ADOPTED by the Mayor and City Council of the City of Chandler, Arizona, this _____ day of _____, 2008.

ATTEST:

CITY CLERK

MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Ordinance No.4046 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on _____ day of _____, 2008, and that a quorum was present thereat.

CITY CLERK

PUBLISHED:

APPROVED AS TO FORM:

CITY ATTORNEY *GAB*

When recorded, mail to:
Salt River Project
P.O Box 52025
Mail Station PAB 350
Phoenix, AZ 85072

ASSIGNMENT OF POWER DISTRIBUTION EASEMENTS
(Arizona Avenue/Ray Road Intersection)

THIS ASSIGNMENT OF POWER DISTRIBUTION EASEMENTS (the "Assignment") is made this ___ day of _____, 2008, by and between CITY OF CHANDLER, an Arizona municipal corporation, as Assignor ("City"), and SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT, an agricultural improvement district organized and existing under the laws of the State of Arizona, as Assignee ("SRP"), in order to complete all transactions and perform all acts necessary for the completion of the road project described below.

1. **Recitals.** As background to this transaction, the parties recite and acknowledge as follows:

1.1. In connection with a City road project for the widening and improvement of the Arizona Avenue and Ray Road intersection (the "Project"), City filed condemnation actions in the Maricopa County Superior Court to acquire roadway and easements needed for the Project that also included acquisition of power distribution easements ultimately intended for use by SRP. The easements were needed to assure clear space to accommodate SRP's facilities for the transmission and distribution of electricity that was relocated as a consequence of the Project.

1.2. In the court action, a Judgment in Condemnation was entered; City satisfied its obligations under the Judgment; and a Final Order of Condemnation was entered by the Court and recorded with the Maricopa County Recorder to complete the acquisition of the property interests described in the Final Order, which included power distribution easements over described real property in accordance with the terms and conditions for the easements as stated in the Final Order. In this case, the terms and conditions for the easements provided that City could assign the easements to SRP, and, upon recording the assignment, City would have no further obligation, responsibility or liability, and no further rights, pursuant to or because of the easements.

1.3. City and SRP, through the execution and recording of this Assignment, desire to complete the assignment to SRP of the power distribution easements acquired through the recording of the Final Orders of Condemnation entered in the condemnation action. The condemnation actions are listed below by case name and number followed the recording date and recording number for the Final Order of Condemnation:

<u>Case Name (City v. _____)</u>	<u>Case Number</u>	<u>F.O. Recording Date</u>	<u>F.O. Recording Number</u>
Benton Real Properties, Inc.	CV2006-090821	11/20/06	2006-1520456
Louay Y. and Mona E. Yacoub	CV2006-090820	8/24/06	2006-1129948

2. **Agreement.** For Ten and No/100 Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and SRP agree as follows:

2.1. **Assignment and Acceptance.** City hereby assigns and transfers to SRP all of City's right, title and interest in and to the power distribution easements acquired pursuant to the Final Order of Condemnation entered in the above-listed court actions and subsequently recorded. SRP hereby accepts such assignment and agrees to be bound by the terms and conditions of the power distribution easements as stated in the aforementioned Final Order of Condemnation for the above-listed court actions.

2.2. **No Warranties.** City makes no warranties regarding the Assignment, the power distribution easements, or the property affected by the easements, except that City does warrant that the person executing this Assignment on behalf of City is authorized to do so. SRP acknowledges and agrees that City makes no warranties regarding the Assignment, the power distribution easements, or the property affected by the easements, except as stated above. SRP does warrant that the person executing this Assignment on behalf of SRP is authorized to do so.

3. **Binding Effect.** This Assignment shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date set forth above.

ASSIGNOR: CITY OF CHANDLER, an Arizona
municipal corporation

By: _____
Mark Pentz, City Manager

Approved as to Form

City Attorney *LAB*

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing Assignment of Power Distribution Easements was acknowledged before me this ____ day of _____, 2008, by Mark Pentz, as City Manager for the City of Chandler, an Arizona municipal corporation, for the municipal corporation, being authorized so to do.

Notary Public

My Commission Expires:

ASSIGNEE: SALT RIVER PROJECT
AGRICULTURAL IMPROVEMENT AND
POWER DISTRICT, an agricultural improvement
district organized and existing under the laws of the
State of Arizona

By: _____

Its: _____

STATE OF ARIZONA)
) ss.
County of Maricopa)

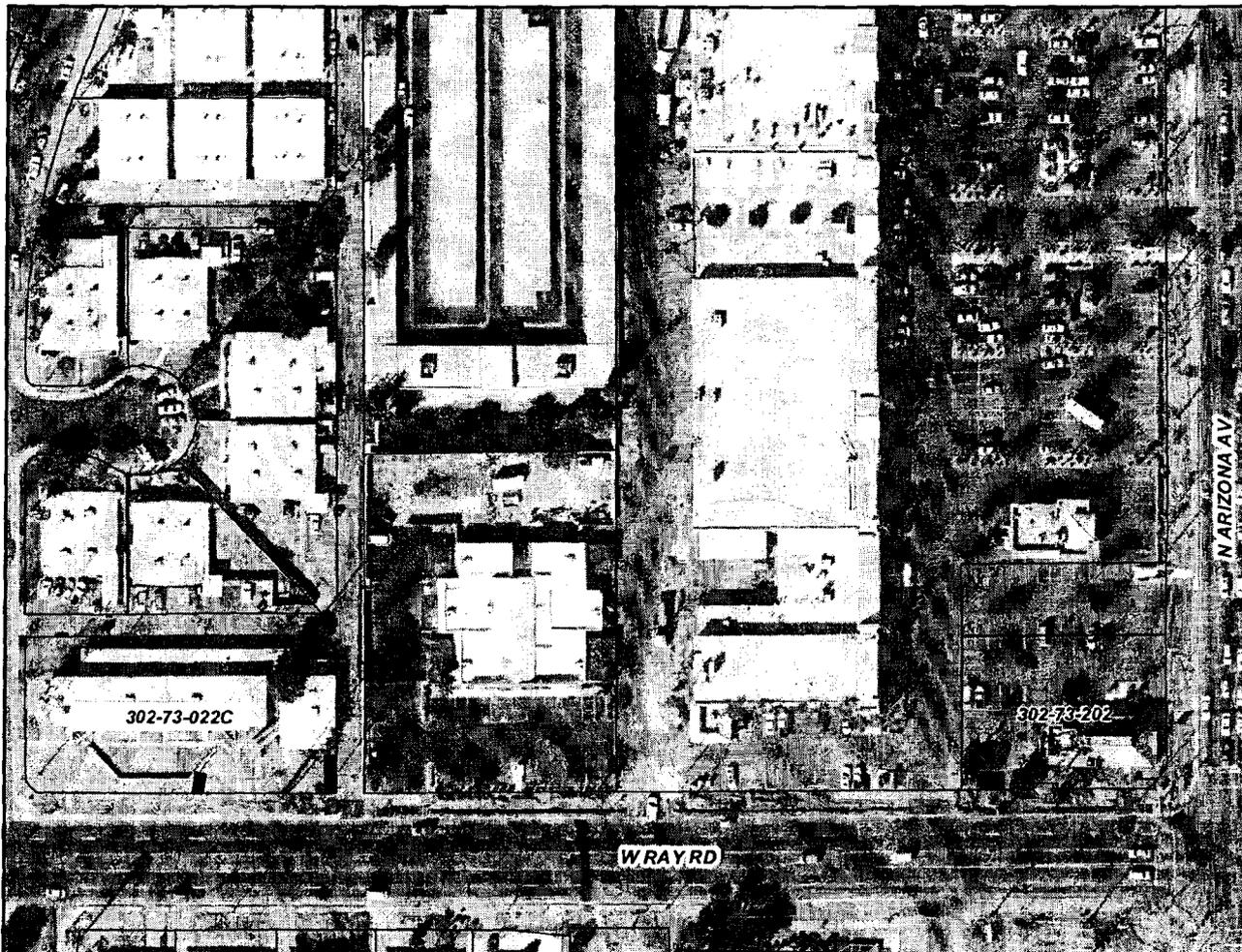
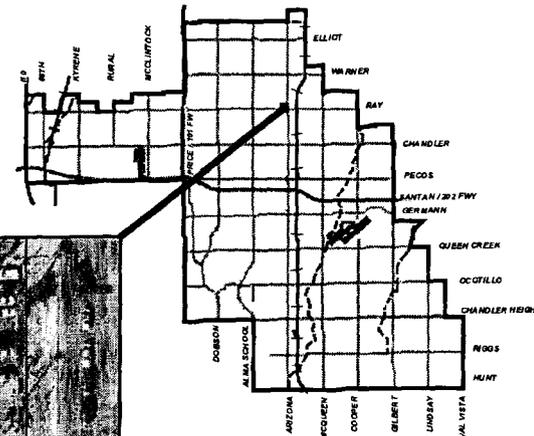
The foregoing Assignment of Power Distribution Easements was acknowledged before me this ____ day of _____, 2008, by _____, as _____ for Salt River Project Agricultural Improvement and Power District, an agricultural improvement district organized and existing under the laws of the State of Arizona, for the district, being authorized so to do.

Notary Public

My Commission Expires:



ASSIGNMENT OF POWER DISTRIBUTION EASEMENTS TO SRP



MEMO NO. RE08-282

ORDINANCE NO. 4046

 POWER DISTRIBUTION EASEMENT

