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OCT 30 2008



**Chandler • Arizona**  
Where Values Make The Difference

**MEMORANDUM**                      **Real Estate Services Memo No. RE09-102**

**DATE:**                      OCTOBER 30, 2008

**TO:**                              MAYOR AND COUNCIL

**THRU:**                      W. MARK PENTZ, CITY MANAGER  
R.J. ZEDER, PUBLIC WORKS DIRECTOR  
DAN COOK, PUBLIC WORKS DEPUTY DIRECTOR  
SHEINA HUGHES, ASSISTANT PUBLIC WORKS DIRECTOR/  
CITY ENGINEER  
MIKE NORMAND, TRANSPORTATION SERVICES & PLANNING  
MANAGER

**FROM:**                      ERICH KUNTZE, REAL ESTATE MANAGER

**SUBJECT:**                      ORDINANCE NO. 4105 AUTHORIZING AND APPROVING THE  
GRANT OF AN ADDITIONAL 4 FOOT NO COST IRRIGATION  
EASEMENT TO SALT RIVER PROJECT (SRP), LOCATED ALONG  
THE NORTH SIDE OF GERMANN ROAD BETWEEN ELLIS STREET  
AND DOBSON ROAD.

RECOMMENDATION:      Staff recommends introduction and tentative approval of Ordinance No. 4105 authorizing and approving the grant of an additional 4 foot no cost irrigation easement to Salt River Project (SRP), located along the north side of Germann Road between Ellis Street and Dobson Road.

BACKGROUND/DISCUSSION:      Previously the City of Chandler Council approved Ordinance No. 4068 granting a 16 ft no cost irrigation easement to SRP, located along the north side of Germann Road between Ellis Street and Dobson Road as a requirement for approval of the Final Plat for the Brittany Heights subdivision.

SRP's Jones Substation facility is located adjacent to the east side of the Brittany Heights subdivision along Germann Road. City Staff agreed to SRP's request for the additional 4 foot easement. In exchange for the additional 4 foot easement, SRP will grant to the City a right-of-way easement across their property to widen Germann Road.

Council Meeting of 10/30/08  
RE09-102  
Page 2

FINANCIAL IMPLICATIONS:

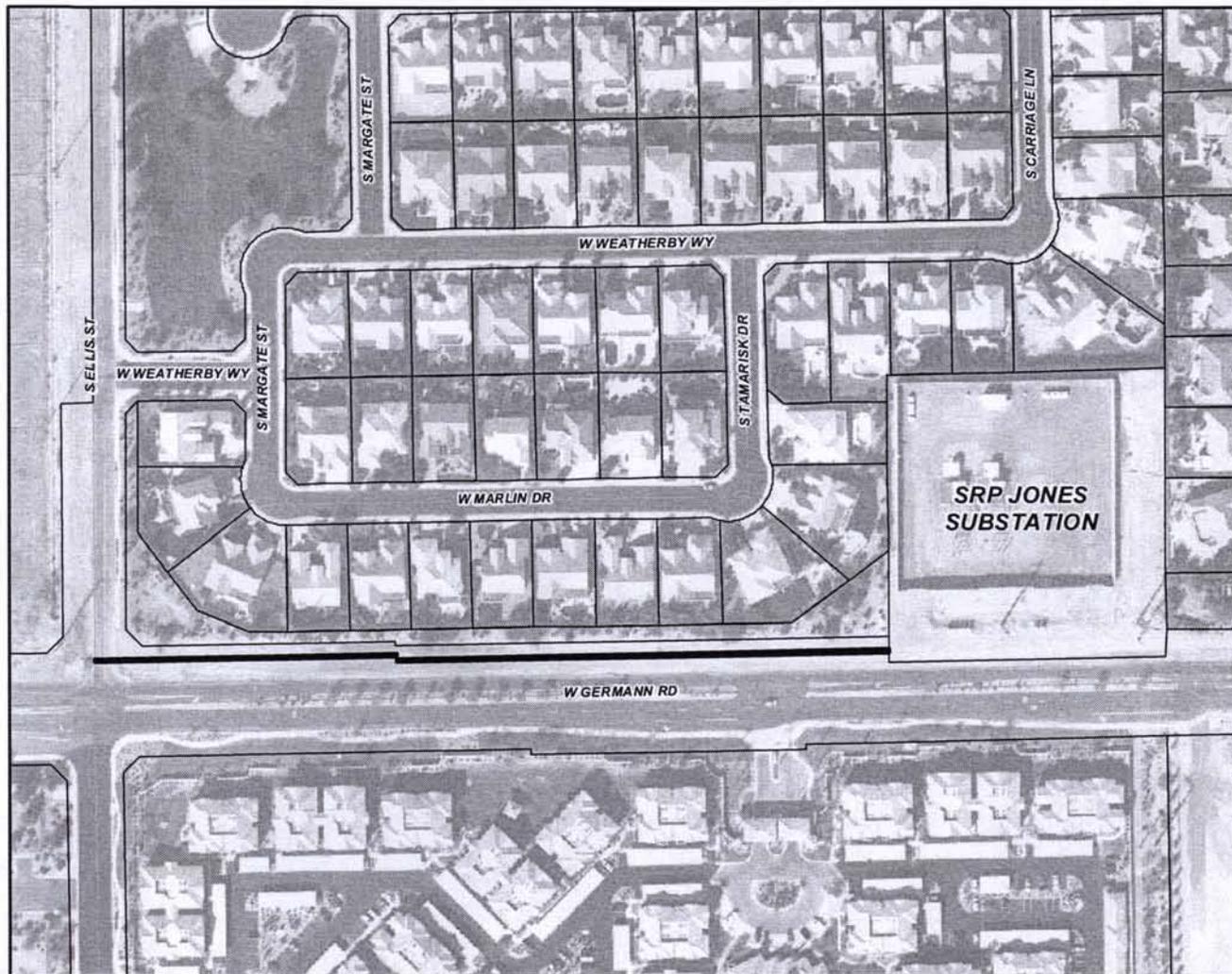
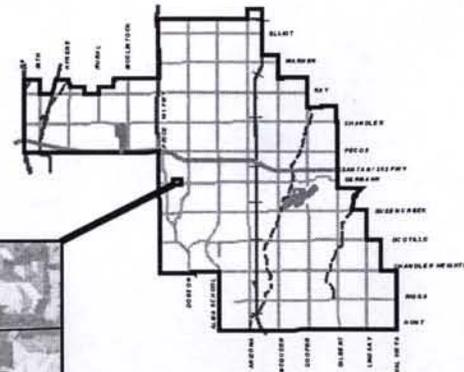
Cost:	N/A
Savings:	N/A
Long Term Costs:	N/A

PROPOSED MOTION: Move that Council introduce and tentatively approve Ordinance No. 4105 authorizing and approving the grant of an additional 4 foot no cost irrigation easement to Salt River Project (SRP), located along the north side of Germann Road between Ellis Street and Dobson Road.

Attachments: Ordinance No. 4105  
Irrigation Easement  
Map



# SALT RIVER PROJECT 4' IRRIGATION EASEMENT FOR BRITTANY HEIGHTS



MEMO NO. RE09-102

ORDINANCE NO. 4105

 4' SRP IRRIGATION EASEMENT



ORDINANCE NO. 4105

AN ORDINANCE OF THE COUNCIL OF THE CITY OF CHANDLER, ARIZONA, AUTHORIZING AND APPROVING THE GRANT OF AN ADDITIONAL 4 FOOT NO COST IRRIGATION EASEMENT TO SALT RIVER PROJECT (SRP), LOCATED ALONG THE NORTH SIDE OF GERMANN ROAD BETWEEN ELLIS STREET AND DOBSON ROAD

WHEREAS, the Jones Substation is located adjacent to the east side of the Brittany Heights subdivision along Germann Road; and

WHEREAS, the City of Chandler requires a roadway easement across the Jones Substation in order to widen Germann Road; and

WHEREAS, Salt River Project agrees to grant the City of Chandler an easement for roadway purposes across Jones Substation property in exchange for an additional 4 foot no cost irrigation easement.

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

**Section 1.** That the City Council of the City of Chandler, Arizona does hereby authorize and approve the grant of an irrigation easement of approximately 3,932 square feet to SRP, as described in the attached Exhibit "A"

**Section 2.** The document used to grant the Irrigation Easement shall be in the form as 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 \_\_\_\_\_, 2008.

ATTEST:

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
MAYOR

PASSED AND ADOPTED by the 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. 4105 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2008, and that a quorum was present thereat.

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY GAB

**EXHIBIT "A"**

EXHIBIT "A"

**LEGAL DESCRIPTION**

**PROPOSED 4.0' SRP EASEMENT**

That part of Section 6, Township 2 South, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

The North 4.0 feet of the South 55.0 feet of the West 375.66 feet of the Southeast quarter of said Section 6.

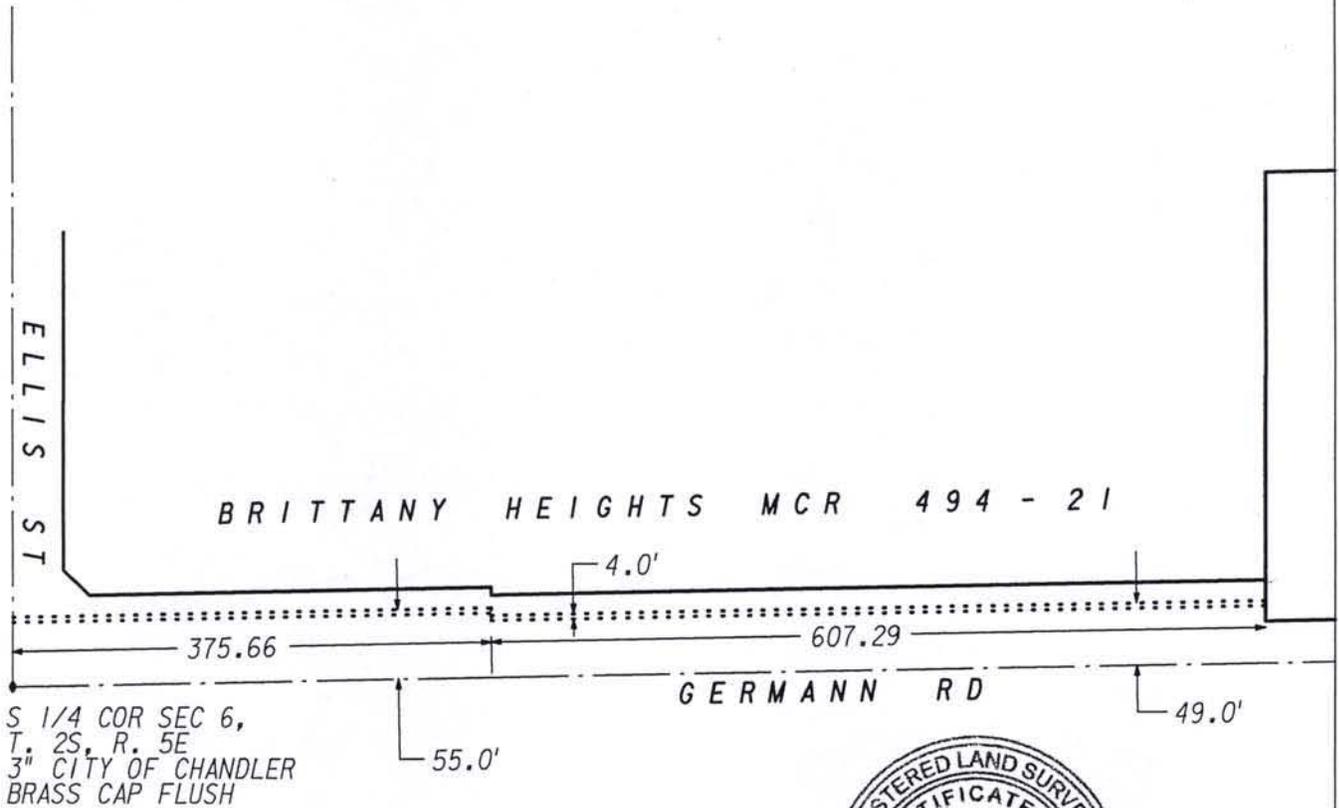
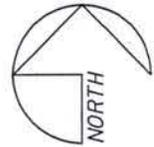
**AND**

The North 4.0 feet of the South 49.0 feet of the East 607.29 feet of the West 982.93 of the Southeast quarter of said Section 6.

Said parcel contains 3,932 square feet, more or less.



# EXHIBIT "A"



## LEGEND

- · — · — SECTION AND CENTERLINE
- PROPERTY LINE
- PROPOSED IRRIGATION EASEMENT

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



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

SALT RIVER PROJECT A.I. & POWER DISTRICT MARICOPA COUNTY, ARIZONA	
RAD-02040-300(10) SEC 6, T. 2S, R. 5E IRRIGATION RIGHT-OF-WAY	
DESIGNED _____	AGENT <u>P. HICKS</u>
DRAWN <u>J. MORRIS</u>	APPROVED: _____
DATE <u>09/25/06</u>	
SCALE <u>1" = 150'</u>	Page 2 of 2

**WHEN RECORDED MAIL TO:**

**SALT RIVER PROJECT**

Land Department/PAB350

P. O. Box 52025

Phoenix, Arizona 85072-2025

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**IRRIGATION EASEMENT**

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Maricopa County

R/W #2 Agt. PJH

Job RD-81998

W PJH C CSV

**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  
City of Chandler

GAB

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).**

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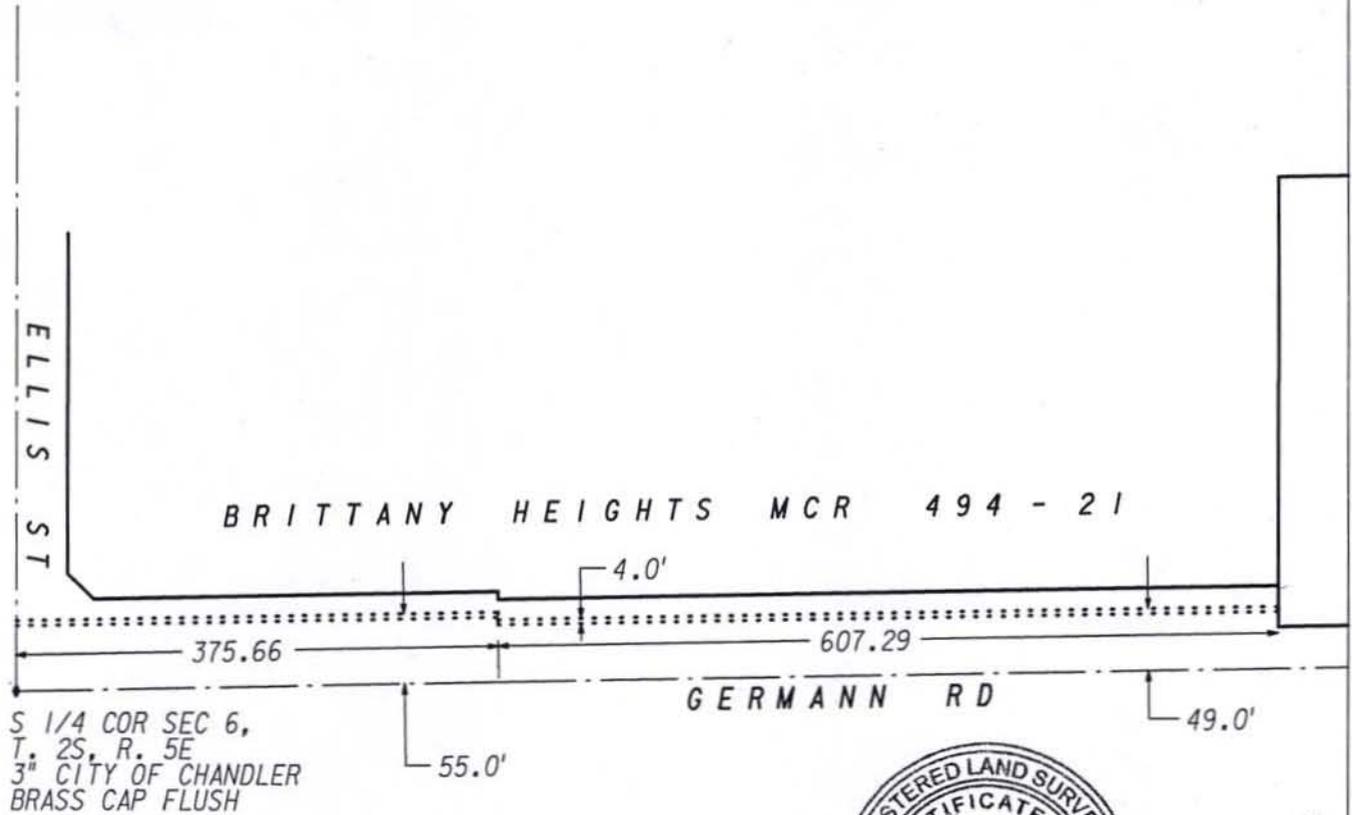
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SALT RIVER PROJECT A.I.  
& POWER DISTRICT  
MARICOPA COUNTY, ARIZONA

RAD-02040-300(10)  
SEC 6, T. 2S, R. 5E

IRRIGATION  
RIGHT-OF-WAY

DESIGNED \_\_\_\_\_ AGENT P. HICKS  
DRAWN J. MORRIS APPROVED: \_\_\_\_\_  
DATE 09/25/06  
SCALE 1" = 150'



**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.