

ORDINANCE NO. 4124

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, TO AUTHORIZE AND APPROVE THE GRANTING A NO COST UTILITY EASEMENT TO ARIZONA PUBLIC SERVICE COMPANY FOR THE PURPOSE OF PROVIDING ELECTRICAL SERVICE NEEDED FOR THE DEVELOPMENT OF THE NEW CITY HALL SITE.

WHEREAS, Arizona Public Service has requested that the City of Chandler grant a no cost electrical utility easement in, on and upon the portion of City-owned property which is described in Exhibit "A", attached hereto and incorporated herein by this reference (the "Easement Property"); and

WHEREAS, the Easement Property will be used for an indefinite period of time by Arizona Public Service to locate electrical facilities, transformer boxes and switching cabinets necessary to provide electrical service to the new City Hall site; and

WHEREAS, City staff recommends the utility easement be granted to Arizona Public Service at no cost because the development of the new City Hall site will benefit from electrical service provided through the facilities located within the utility easement;

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

Section 1. The City of Chandler is hereby authorized to grant a no cost electrical utility easement to Arizona Public Service in, on and upon that real property described in attached Exhibit "A".

Section 2. The utility easement authorized herein shall be in writing in form acceptable to and approved by the Chandler City Attorney.

Section 3. The Mayor of the City of Chandler is authorized to execute the utility easement document on behalf of the City.

INTRODUCED AND TENTATIVELY APPROVED by the City Council of the City of Chandler, Arizona, this _____ day of _____, 2009.

ATTEST:

CITY CLERK

MAYOR

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this
_____ day of _____, 2009.

ATTEST:

CITY CLERK

MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Ordinance No. 4124 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the ____ day of _____, 2009, and that a quorum was present thereat.

CITY CLERK

Published:

Approved as to form:

CITY ATTORNEY *GAB*

EXHIBIT "A"

The Northerly 24.17 feet of the Westerly 45.81 feet of said Lot 482 of CHANDLER, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, recorded in Book 5 of Maps, Page 34.

NW-34-1S-5E
W385463/W368986
RLS

SHEET 1 OF 2

UTILITY EASEMENT

CITY OF CHANDLER, an Arizona municipal corporation, (hereinafter called "Grantor"), is the owner of the real property located in Maricopa County, Arizona (hereinafter called "Grantor's Property") described below:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Grantor, for and in consideration of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant and convey to **ARIZONA PUBLIC SERVICE COMPANY**, an Arizona corporation, (hereinafter called "Grantee"), and to its successors and assigns, a non-exclusive right, privilege, and easement at locations and elevations, in, upon, over, under, through and across, a portion of Grantor's Property (herein called the "Easement Premises") as described below:

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF

Grantee is hereby granted the right to: construct, reconstruct, replace, repair, operate and maintain underground electrical lines, for the transmission and distribution of electricity to, through, across, and beyond Grantor's Property, together with appurtenant facilities and fixtures for use in connection therewith, including telecommunication wires, cables, conduits, fixtures and facilities incidental to supplying electricity or for Grantee's own use (collectively the "Grantee Facilities"); utilize the Easement Premises for all other purposes connected therewith; and, if permitted by Grantor, permit the installation of the wires, fixtures, conduits, or cables of any other company.

Grantee is hereby granted the right, but not the obligation, to trim, prune, cut, and clear away trees, brush, shrubs, or other vegetation on, or adjacent to, the Easement Premises whenever in Grantee's reasonable judgment the same shall be necessary for the convenient and safe exercise of the rights herein granted.

Grantee shall at all times have the right of full and free ingress and egress to and along the Easement Premises for the purposes herein specified.

Grantor shall not locate, erect or construct, or permit to be located, erected or constructed, any building or other structure or drill any well within the limits of the Easement Premises; nor shall Grantor plant or permit to be planted any trees within the limits of the Easement Premises without the prior written consent of Grantee. However, Grantor reserves the right to use the Easement Premises for purposes that are not inconsistent with Grantee's easement rights herein conveyed and which do not interfere with or endanger any of the Grantee Facilities, including, without limitation, granting others the right to use all or portions of the Easement Premises for utility or roadway purposes and constructing improvements within the Easement Premises such as paving, sidewalks, landscaping, and curbing. Notwithstanding the foregoing, Grantor shall not have the right to lower by more than one foot or raise by more than two feet the surface grade of the Easement Premises, and in no event shall a change in the grade compromise Grantee's minimum cover requirements or interfere with Grantee's operation, maintenance or repair of the Grantee facilities.

NW-34-1S-5E
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RLS

Grantor shall maintain a clear area that extends 2 feet from and around all edges of all transformer pads and 3 feet from and around all other equipment pads, and a clear operational area that extends 10 feet immediately in front of all transformer and other equipment openings. No obstructions, trees, shrubs, fixtures, or permanent structures shall be placed by Grantor within said areas.

Grantee agrees that following any installation, excavation, maintenance, repair, or other work by Grantee within the Easement Premises, the affected area will be restored by Grantee to as close to original condition as is reasonably possible, at the expense of Grantee.

The easement granted herein shall not be deemed abandoned except upon Grantee's execution and recording of a formal instrument abandoning the easement.

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, successors in ownership and estate, assigns and lessees of Grantor and Grantee.

IN WITNESS WHEREOF, CITY OF CHANDLER, an Arizona municipal corporation, has caused this Utility Easement to be executed by its duly authorized representative, this ____ day of _____, 200__.

CITY OF CHANDLER, an Arizona municipal corporation,

By: _____

Its: _____

(Signature)

STATE OF }
 } ss.
County of }

This instrument was acknowledged before me this _____ day of _____,
200__ by _____

IN WITNESS WHEREOF I hereunto set my hand and official seal.

My Commission Expires:

Notary Public

EXHIBIT "A"

Lot 482 of CHANDLER, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, recorded in Book 5 of Maps, Page 34.

EXHIBIT "B"

The Northerly 24.17 feet of the Westerly 45.81 feet of said Lot 482 of CHANDLER, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, recorded in Book 5 of Maps, Page 34.