

12
JUN 11 2009



Chandler • Arizona
Where Values Make The Difference

MEMORANDUM

Real Estate Services Memo No. RE09-258

DATE: JUNE 11, 2009

TO: MAYOR AND COUNCIL

THRU: W. MARK PENTZ, CITY MANAGER *WMP*
DAVE SIEGEL, MUNICIPAL UTILITIES DIRECTOR *DS*

FROM: ERICH KUNTZE, REAL ESTATE MANAGER *EK/ak*

SUBJECT: RESOLUTION NO. 4295 ACCEPTING A LICENSE AGREEMENT FOR THE INSTALLATION, MAINTENANCE AND USE OF SALT RIVER PROJECT (SRP) PROPERTY FOR ROADWAY, WATER LINES, LANDSCAPING AND IMPROVEMENTS FOR THE WATER PRODUCTION FACILITY, LOCATED NEAR THE SOUTHWEST CORNER OF ALMA SCHOOL ROAD AND KNOX ROAD

RECOMMENDATION: Staff recommends introduction and approval of Resolution No. 4295 accepting a license agreement for the installation, maintenance and use of Salt River Project (SRP) property for roadway, water lines, landscaping and improvements for the water production facility, located near the southwest corner of Alma School Road and Knox Road.

Previously, the City constructed a Water Production Facility along the Knox Road alignment south of Brooks Crossing Park and adjacent to the Freescale (formerly Motorola) facility, located at the southwest corner of Alma School Road and Knox Road. During a recent meeting with City of Chandler and SRP staff, it was confirmed the City has facilities at this site located within the USA fee property. Since SRP has no record of the City acquiring the necessary easement, this license will give the City permission to use the USA fee property, consisting of approximately 6,440 square feet, on which the City facilities are located. The facilities involved include a wall & concrete slope, driveway, water, landscape irrigation, landscape lighting & drainage.

The Real Estate Division has determined that the legal description of the easement instrument is acceptable.

FINANCIAL IMPLICATIONS:

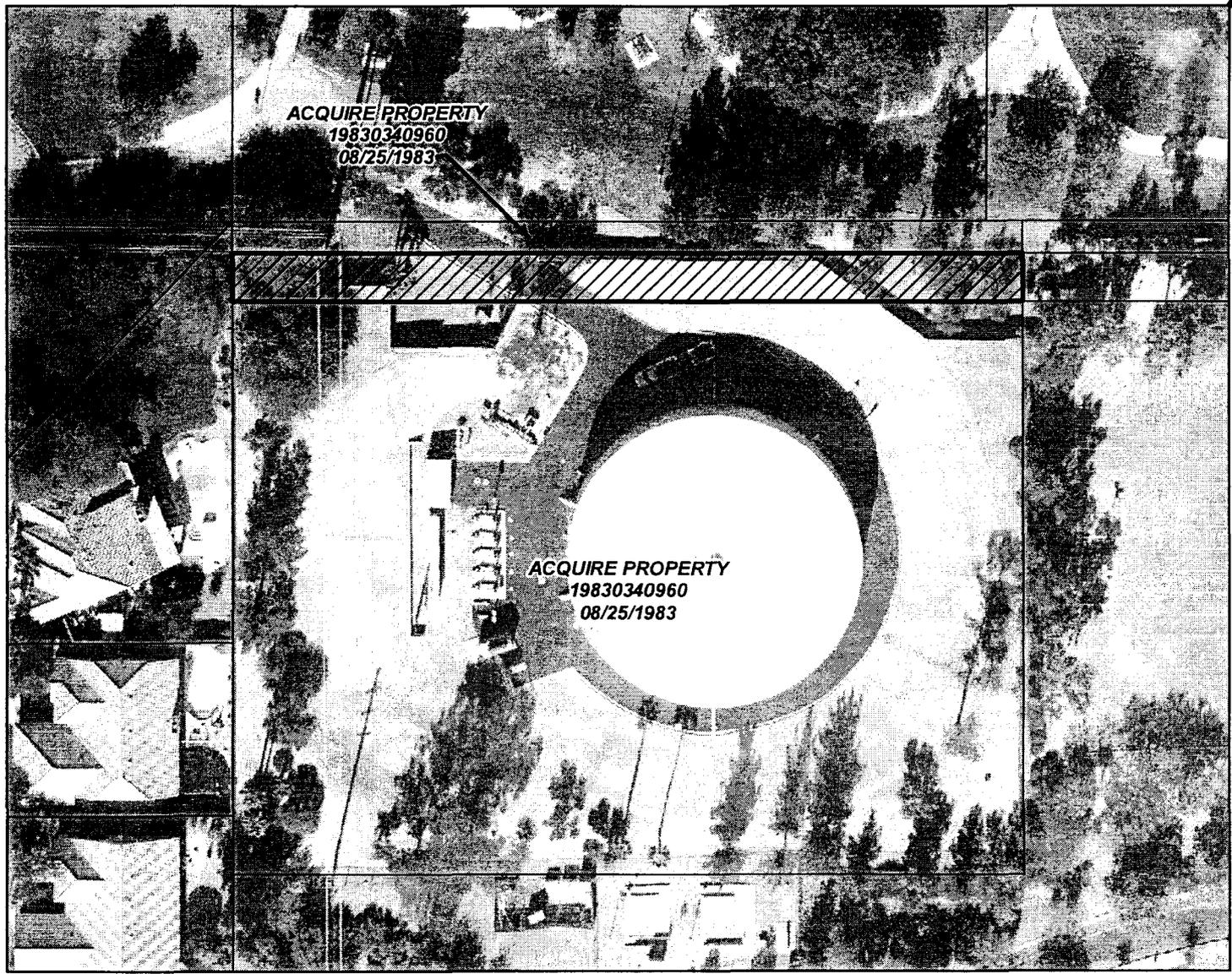
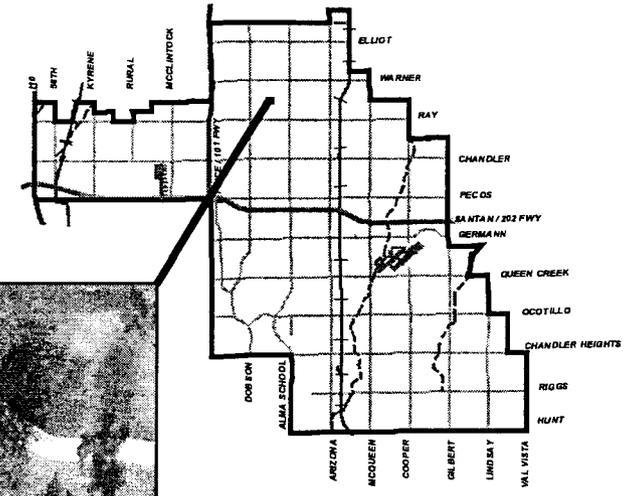
Cost: N/A
Savings: N/A
Long Term Costs: N/A

PROPOSED MOTION: Move that Council introduce and approve Resolution No. 4295 accepting a license agreement for the installation, maintenance and use of Salt River Project (SRP) property for roadway, water lines, landscaping and improvements for the water production facility, located near the southwest corner of Alma School Road and Knox Road.

Attachments: Map
Resolution No. 4295
Right-of-Way License



RIGHT-OF-WAY LICENSE FOR CITY'S WATER PRODUCTION FACILITY AT FREESCALE/MOTOROLA



MEMO NO. RE09-258

RESOLUTION NO. 4295

 RIGHT-OF-WAY LICENSE



RESOLUTION NO. 4295

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, TO AUTHORIZE AND APPROVE RESOLUTION 4295, A LICENSE AGREEMENT FOR THE INSTALLATION, MAINTENANCE AND USE OF SALT RIVER PROJECT (SRP) PROPERTY FOR ROADWAY, WATER LINES, LANDSCAPING AND IMPROVEMENTS FOR THE WATER PRODUCTION FACILITY, LOCATED NEAR THE SOUTHWEST CORNER OF ALMA SCHOOL ROAD AND KNOX ROAD

WHEREAS, for the benefit of the general public, the City has installed roadway, water lines, landscaping and improvements for the Water Production Facility on approximately 6,440 square feet of USA fee property; and

WHEREAS, the property owner, The United States of America, has agreed to grant a License to the City for this purpose;

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 is authorized to accept a License Agreement for the installation and maintenance of roadway, water lines, landscaping and improvements for the benefit of the general public across that certain property described in Exhibit "A", attached hereto and made a part hereof by reference.

Section 2. That the accepting of this License Agreement 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 accept the License Agreement document on behalf of the City.

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

ATTEST:

CITY CLERK

MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 4295 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

APPROVED AS TO FORM:

CITY ATTORNEY

GAB

EXHIBIT "A"

The west 322 feet of the North half of the Southeast Quarter of Section 20, Township 1 South, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona lying within the south 20 feet of the north 33 feet as conveyed to the United States by that certain Quit-Claim Deed recorded in Book 115 of Deeds, page 126, M.C.R.

WHEN RECORDED MAIL TO:

SALT RIVER PROJECT

Land Department/PAB348

P. O. Box 52025

Phoenix, Arizona 85072-2025

RIGHT OF WAY LICENSE

Maricopa County

R/W No. 228A Agt. PJH

W PJH JAG

KNOW ALL MEN BY THESE PRESENTS:

That for the consideration of One (\$1.00) Dollar and other valuable considerations, **SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT**, an agricultural improvement district organized and existing under the laws of the State of Arizona, Licensor, hereby grants to the **CITY OF CHANDLER, an Arizona municipal corporation**, Licensee, a Right of Way License ("License") conveying the nonexclusive right and privilege to enter upon and use the following described certain real property ("Licensed Property") for roadway, water lines, landscaping and those improvements as shown per City Project No. 82-804 and 82-805 and Motorola Inc. Semiconductor Sector Project No. 3629, situated in the County of Maricopa, State of Arizona, to-wit:

The west 322 feet of the North half of the Southeast Quarter of Section 20, Township 1 South, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona lying within the south 20 feet of the north 33 feet as conveyed to the United States by that certain Quit-Claim Deed recorded in Book 115 of Deeds, page 126, M.C.R.

This License is subject to the paramount rights of the United States of America ("USA") in and to the Licensed Property, federal reclamation law, and all agreements existing and to be made between and among the U.S.A., the Salt River Valley Water Users' Association ("Association") and Licensor regarding the management, care, operation and maintenance of the Reclamation Project.

The License herein granted shall be subject to the following additional conditions:

- 1) Licensor shall retain the prior right to construct, reconstruct, operate and maintain its existing and future irrigation, electrical and telecommunication facilities within the Licensed Property herein granted.

- 2) This License is nonexclusive and nothing herein shall be construed to prevent or restrict Licensor from granting other privileges to use the Licensed Property in a manner not inconsistent with Licensee's use of the Licensed Property in accordance with this License.
- 3) Licensor shall not be liable for any expense, cost or charge arising from Licensee's exercise of rights granted herein. Licensee shall reimburse Licensor for all costs and expenses incurred by Licensor to remove or relocate irrigation or electrical facilities and landscaping to accommodate the purposes for which this License is issued.
- 4) Prior to making any improvements or requesting any proposed alteration to existing structures within the Licensed Property, Licensee shall submit plans for Licensor's approval. Such approval shall not be unreasonably withheld.
- 5) To the extent not prohibited by law, Licensee, its successors and assigns, shall indemnify, release, and hold harmless Licensor, Association and the United States of America, and the directors, officers, employees, agents, successors and assigns thereof, against and from any claim, demand, lawsuit or action of any kind for damages or loss, whether such damage or loss is to person or property, arising out of: (a) acts or omissions of Licensee, its agents, officers, directors, or employees; (b) Licensee's use or occupancy of the Licensed Property for the purposes contemplated by this License, including but not limited to claims by third parties who are invited or permitted onto the Licensed Property, either expressly or impliedly, by Licensee or by the nature of Licensee's improvement or other use of the Licensed Property pursuant to this License; (c) Licensee's failure to comply with or fulfill its obligations established by this License or by law. Such obligation to indemnify shall extend to and encompass all costs incurred by Licensor in defending against such claims, demands, lawsuits or actions, including but not limited to attorney, witness and expert witness fees, and any other litigation related expenses. Licensee's obligation pursuant to this Sections 12 shall not extend to liability attributable to the sole exclusive negligence or willful action of Licensor, its directors, officers, employees, agents, successors or assigns for which Licensor shall indemnify Licensee. The provisions of this Section shall survive termination of this License.
- 6) The License herein granted is subject to all prior licenses, leases, and easements of record.
- 7) Either party may terminate this License without cause upon not less than 360 days written notice.

