

ORDINANCE NO. 2381 NEW SERIES

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE CITY MANAGER TO EXECUTE TWO UNDERGROUND ELECTRICAL POWER EASEMENTS IN FAVOR OF ARIZONA PUBLIC SERVICE COMPANY AT 6210 WEST MYRTLE AVENUE TO SERVICE THE CITY'S FIELD OPERATIONS COMPLEX; AND ORDERING THAT A CERTIFIED COPY OF THIS ORDINANCE BE RECORDED.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That the City Council hereby approves the underground electrical power easements and all the terms and conditions thereto and directs that the City Manager for the City of Glendale execute said documents granting Arizona Public Service Company easements upon, across, over and under the surface of certain property located within existing City property, in the form attached hereto as **Exhibit A**. The legal description is contained in the Easement.

SECTION 2. That the City hereby reserves the right to use the easement premises in any manner that will not prevent or interfere with the exercise by Arizona Public Service Company of the rights granted hereunder; provided, however, that the City shall not obstruct, or permit to be obstructed, the easement premises at any time whatsoever without the express prior written consent of Arizona Public Service Company.

SECTION 3. That the City Clerk be instructed and authorized to forward a certified copy of this ordinance for recording to the Maricopa County Recorder's Office.

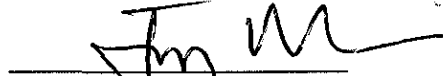
PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this 1st day of June, 2004.


MAYOR

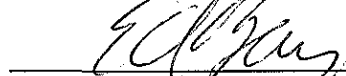
ATTEST:


City Clerk (SEAL)

APPROVED AS TO FORM:


City Attorney

REVIEWED BY:


City Manager

UTILITY EASEMENT

SE ¼ SEC. 6
T-2N, R-2E
W193507
Survey 455/10
RT

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

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 location and elevations, in, upon, over, under, through and across, a portion of Grantor's Property described as follows (herein called the "Easement Premises"):

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

Grantee is hereby granted the right to: construct, replace, repair, operate and maintain electrical lines, together with appurtenant facilities and fixtures for use in connection therewith, for the transmission and distribution of electricity to, through, across; install, operate and maintain telecommunication wires, cables, conduits, fixtures and facilities incidental to supplying electricity or for Grantee's own use (said electrical and telecommunication lines, facilities and fixtures collectively herein called "Grantee Facilities"); utilize the Easement Premises for all other purposes connected therewith.

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 permanent building or other structure that would prevent Grantee from operating or maintaining Grantee facilities nor drill any well within the limits of the Easement Premises. 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.

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 be deemed abandoned upon Grantee's execution and recording of a formal instrument abandoning the easement, which shall not be unreasonably withheld, if requested by Grantor as a result of Grantor's abandonment of the facilities served by Grantee and this easement, and discontinuance of service thereto.

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, _____, has caused this Utility Easement to be executed by its duly authorized representative, this _____ day of _____, 200__.

THE CITY OF GLENDALE

Ed Beasley
City Manager

ATTESTED:

Pamela Hanna, City Clerk

APPROVED AS TO FORM

Jon Paladini, Interim City Attorney

STATE OF ARIZONA }
 } 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

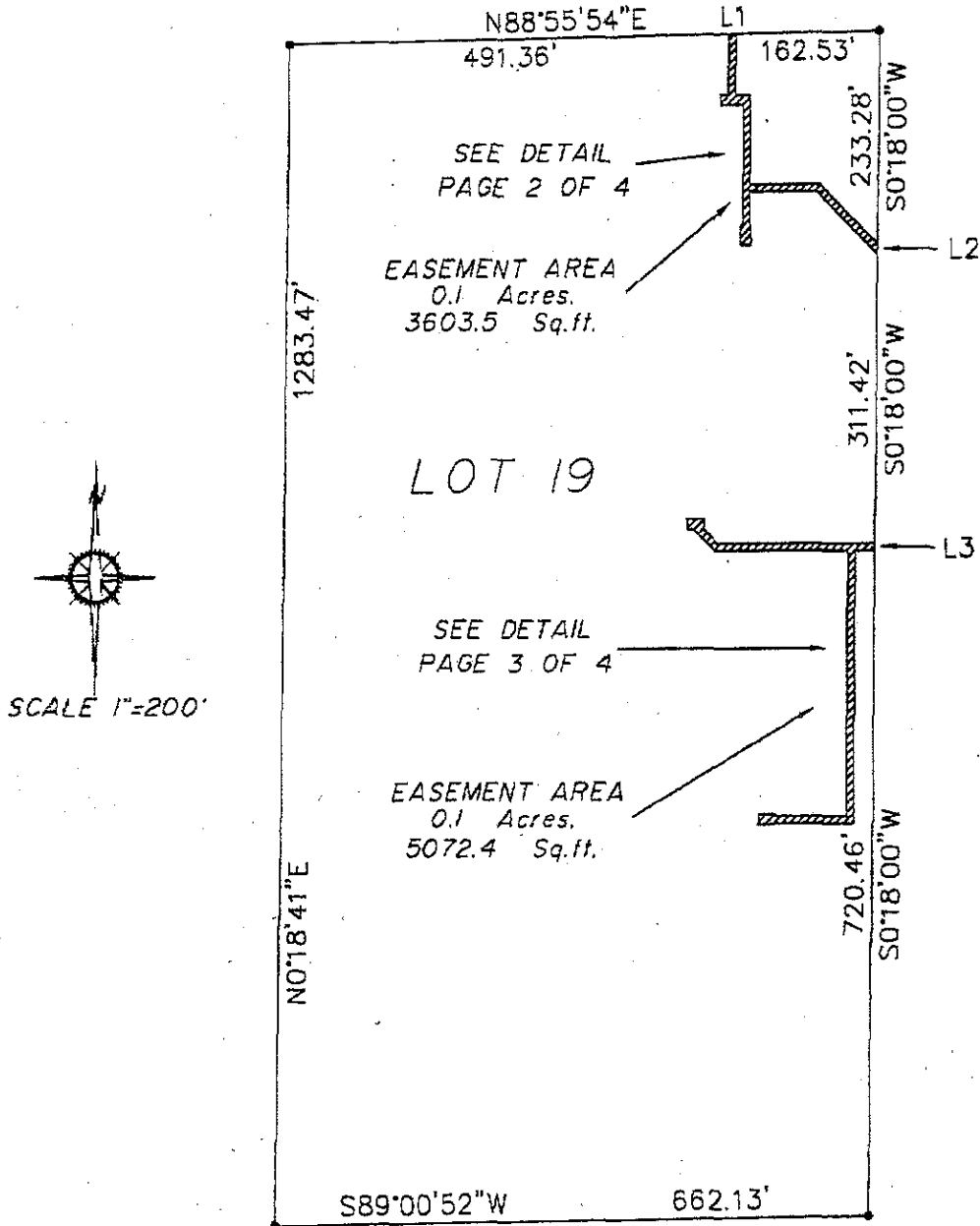
EXHIBIT "A"

(LEGAL DESCRIPTION OF GRANTOR'S PROPERTY)

Lot 19, of HADSELL'S ADDITION TO GLENDALE, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, recorded as Book 2 of Maps, Page 10.

EXHIBIT "B"

SKETCH SHOWING LOCATION AND LIMITS OF
UTILITY EASEMENT.



THE PURPOSE OF THIS EXHIBIT IS TO DEPICT THE DIMENSIONS AND APPROXIMATE LOCATION AND ALIGNMENT OF THE ELECTRIC LINE AND TRANSFORMER. THE LOCATION AND ALIGNMENT OF THE ELECTRIC LINE AND TRANSFORMER AS ACTUALLY CONSTRUCTED SHALL TAKE PRECEDENCE OVER THE LOCATION AND ALIGNMENT SHOWN ON THIS EXHIBIT.

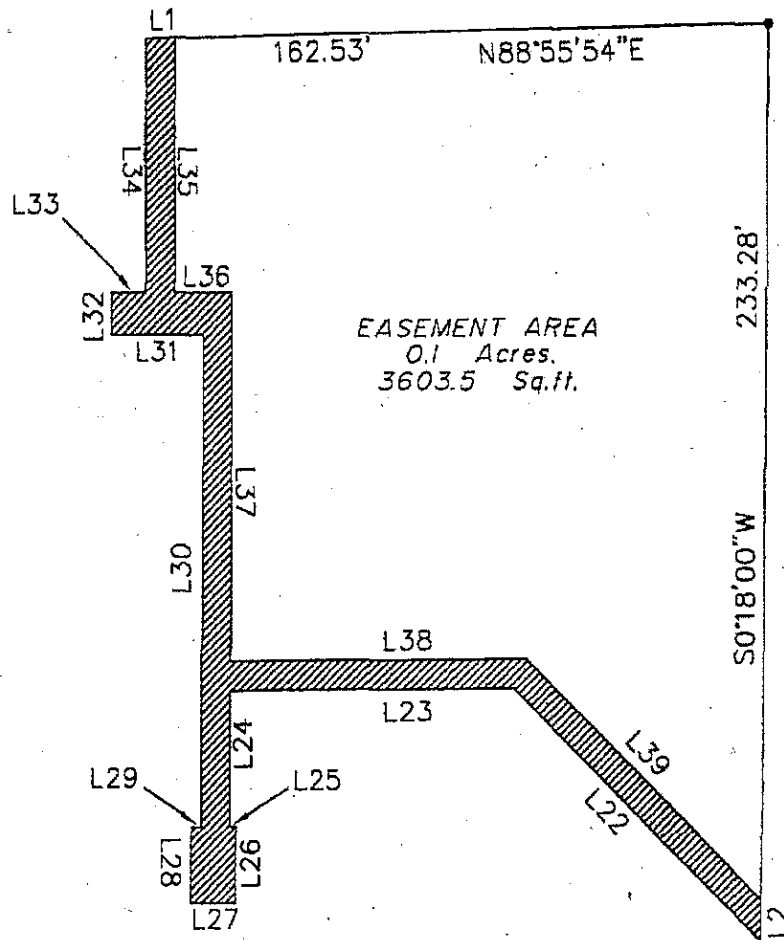
LEGEND	
	EASEMENT AREA
	ROAD CENTERLINE
	PROPERTY LINE
	PROPERTY CORNER

JOB# W193507	DATE: 3/02/04
SW 1/4 SEC 6	T 2N R 2E
SCALE: 1" = 200'	MAP 455/10
R/W: RICHARD TAFT	
SURVEY: TAFT-WARZEHA	
DRAWN BY: RICHARD TAFT	

EXHIBIT "B"

SKETCH SHOWING LOCATION AND LIMITS OF
UTILITY EASEMENT

DETAIL



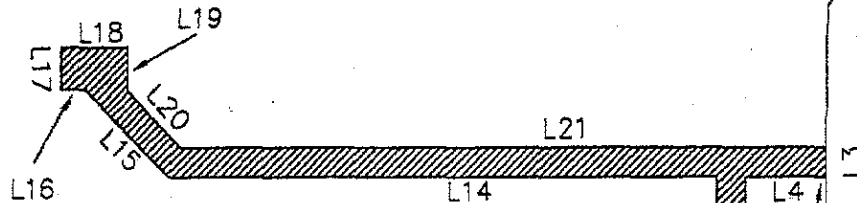
LEGEND

- EASEMENT AREA
- ROAD CENTERLINE
- PROPERTY LINE
- PROPERTY CORNER

JOB# W193507	DATE: 3/02/04
SW 1/4 SEC 6	T 2N R 2E
SCALE: N.T.S.	MAP 455/10
R/W: RICHARD TAFT	
SURVEY: TAFT-WARZEHA	
DRAWN BY: RICHARD TAFT	

EXHIBIT "B"

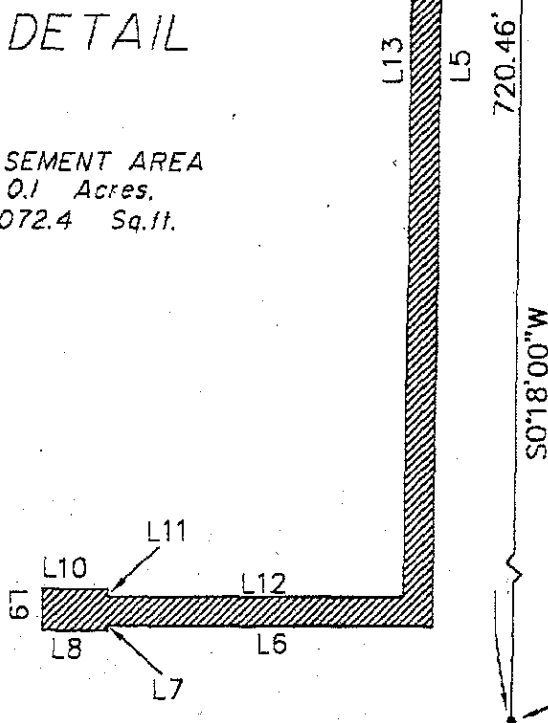
SKETCH SHOWING LOCATION AND LIMITS OF
UTILITY EASEMENT



N.T.S





DETAIL

EASEMENT AREA
0.1 Acres.
5072.4 Sq.ft.



SE COR.
LOT 19

LEGEND

-  EASEMENT AREA
-  ROAD CENTERLINE
-  PROPERTY LINE
-  PROPERTY CORNER

JOB# W193507	DATE: 3/02/04
SW 1/4 SEC 6	T 2N R 2E
SCALE: N.T.S	MAP 455/10
R/W: RICHARD TAFT	
SURVEY: TAFT-WARZEHA	
DRAWN BY: RICHARD TAFT	

EXHIBIT "B"

NUM	DISTANCE	BEARING
L1	8.00'	N88°55'54"E
L2	11.25'	S0°18'00"W
L3	8.00'	S0°18'00"W
L4	21.72'	S90°00'00"W
L5	294.48'	S0°18'00"W
L6	88.86'	S90°00'00"W
L7	1.33'	S0°00'00"W
L8	18.25'	S90°00'00"W
L9	11.33'	N0°00'00"E
L10	18.25'	S90°00'00"E
L11	2.00'	S0°00'00"E
L12	80.91'	S90°00'00"E
L13	286.48'	N0°18'00"E
L14	151.52'	S90°00'00"W
L15	33.04'	N45°00'00"W
L16	6.59'	S90°00'00"W
L17	11.33'	N0°00'00"E
L18	18.25'	N90°00'00"E
L19	11.67'	S0°00'00"E
L20	21.24'	S45°00'00"E
L21	177.97'	N90°00'00"E
L22	95.71'	N45°00'00"W
L23	77.21'	S89°44'34"W
L24	36.26'	S0°00'00"W
L25	1.92'	S90°00'00"E
L26	20.33'	S0°00'00"W
L27	12.50'	S90°00'00"W
L28	20.33'	N0°00'00"E
L29	2.58'	S90°00'00"E
L30	131.21'	N0°00'00"E
L31	25.62'	N90°00'00"W
L32	11.25'	N0°00'00"E
L33	9.52'	S90°00'00"E
L34	67.83'	N0°12'12"W
L35	67.98'	S0°12'12"E
L36	16.10'	S90°00'00"E
L37	98.20'	S0°00'00"E
L38	80.51'	N89°44'34"E
L39	91.12'	S45°00'00"E

JOB#	W193507	DATE:	3/02/04
SW 1/4	SEC 6	T 2N	R 2E
SCALE:	MAP		455/10
R/W:	RICHARD TAFT		
SURVEY:	TAFT-WARZEHA		
DRAWN BY:	RICHARD TAFT		

UTILITY EASEMENT

SW ¼ SEC. 6
T-2N, R-2E
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IN WITNESS WHEREOF, _____, has caused this Utility Easement to be executed by its duly authorized representative, this _____ day of _____, 200__.

THE CITY OF GLENDALE

Ed Beasley
City Manager

ATTEST:

Pamela Hanna, City Clerk

APPROVED AS TO FORM:

Jon Paladini, Interim City Attorney

STATE OF ARIZONA }
 } 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"

(LEGAL DESCRIPTION OF GRANTOR'S PROPERTY)

That portion of Lot 23, of HADSELL'S ADDITION TO GLENDALE, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, recorded as Book 2 of Maps, Page 10 described as follows:

COMMENCING at the Southwest Corner of said Lot 23;

Thence North $01^{\circ}18'30''$ East (assumed bearing), along the West line of said Lot 23, a distance of 660.00 feet to a point;

Thence West a distance of 25.00 feet to the TRUE POINT OF BEGINNING

Thence North $01^{\circ}18'30''$ East a distance of 590.85 (recorded), 593.41 (measured) feet to a point on the South line of Orangewood Avenue:

Thence East, North $88^{\circ}55'54''$ East a distance of 18.4 feet (record) 17.95 feet (measured) to appoint on the Southerly right-of-way line of Santa Fe Railroad;

Thence South $43^{\circ}38'15''$ East (record) South $44^{\circ}39'32''$ (measured, along said right-of-way line, a distance of 816.5 feet (record), 815.35 feet (measured);

Thence South $88^{\circ}51'54''$ West a distance of 595.1 feet (record), 594.26 feet (measured) to the TRUE POINT OF BEGINNING.

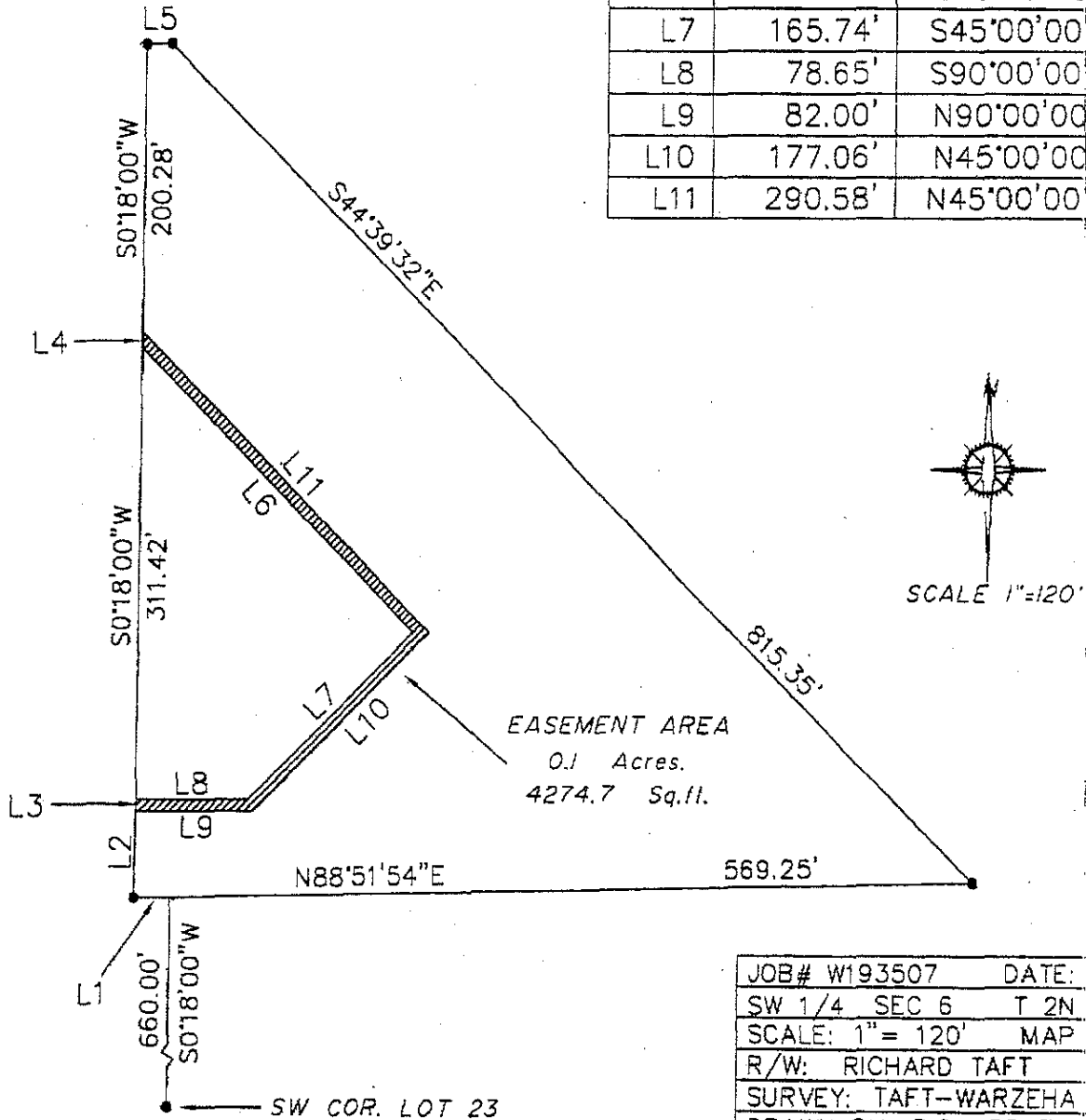
EXHIBIT "B"

SKETCH SHOWING LOCATION AND LIMITS OF
UTILITY EASEMENT

LEGEND

-  EASEMENT AREA
-  ROAD CENTERLINE
-  PROPERTY LINE
-  PROPERTY CORNER

NUM	DISTANCE	BEARING
L1	25.01'	S88°51'54"W
L2	60.46'	N0°18'00"E
L3	8.00'	N0°18'00"E
L4	11.25'	N0°18'00"E
L5	17.95'	N88°55'54"E
L6	274.66'	S45°00'00"E
L7	165.74'	S45°00'00"W
L8	78.65'	S90°00'00"W
L9	82.00'	N90°00'00"E
L10	177.06'	N45°00'00"E
L11	290.58'	N45°00'00"W



JOB# W193507	DATE: 3/02/04
SW 1/4 SEC 6	T 2N R 2E
SCALE: 1" = 120'	MAP 455/10
R/W: RICHARD TAFT	
SURVEY: TAFT-WARZEHA	
DRAWN BY: RICHARD TAFT	