

ORDINANCE NO. 2464 NEW SERIES

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE CITY MANAGER TO EXECUTE A UTILITY EASEMENT IN FAVOR OF ARIZONA PUBLIC SERVICE COMPANY FOR A NEW ELECTRICAL EASEMENT AT ROSE LANE PARK ON THE SOUTHEAST CORNER OF 51ST AND MARLETTE AVENUES IN GLENDALE, ARIZONA; 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 utility easement and all the terms and conditions thereto and directs that the City Manager for the City of Glendale execute said document granting Arizona Public Service Company a utility easement 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.

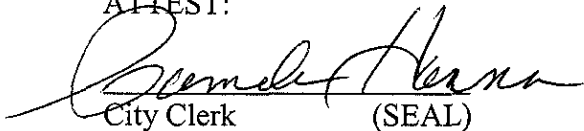
SECTION 2. That the City hereby reserves the right to use the easement premises in any manner that will not prevent or interfere with the exercise by Arizona Public Service Company of the rights granted hereunder; provided, however, that the City shall not obstruct, or permit to be obstructed, the easement 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 27th day of September, 2005.


MAYOR

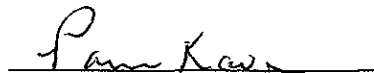
ATTEST:


City Clerk (SEAL)

APPROVED AS TO FORM:


City Attorney

REVIEWED BY:


City Manager

UTILITY EASEMENT

SW9-T2N-R2E
W249327
Survey 462-50
JFW

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

The South one-half of the Northwest quarter of the Southwest quarter of Section Nine (9), Township Two (2) North, Range Two (2) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT the South 175 feet of the West 250 feet.

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 described as follows (herein called the "Easement Premises"):

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF
-AND-
DEPICTED ON EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF**

Grantee is hereby granted the right to: construct, reconstruct, 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 and across; install, operate and maintain cables, conduits, fixtures and facilities incidental to supplying electricity or for Grantee's own use (said electrical facilities and fixtures collectively herein called "Grantee Facilities"); utilize the Easement Premises for all other purposes connected therewith; and permit the installation of the wires, fixtures, conduits or cables.

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 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.

Grantor shall maintain a clear area that extends 2 feet from and around all edges of transformer pad, and a clear operational area that extends 10 feet immediately in front of transformer 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.

EXHIBIT "A"

Utility Easement Legal Description

Commencing at the Northwest corner of the Southwest quarter of the Southwest quarter of Section 9, Township 2 North, Range 2 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

Thence South along the West line of said Section 9, a distance of 336.19 feet;

Thence North 89°15'01" East, a distance of 55.00 feet to a point on the East right of way line of 51st Avenue, said point being the TRUE POINT OF BEGINNING of the herein described easement;

Thence continuing North 89°15'01" East, a distance of 176.92 feet;

Thence South 45°00'30" East, a distance of 24.64 feet;

Thence North 89°59'30" East, a distance of 11.64 feet;

Thence South 0°00'30" East, a distance of 11.30 feet;

Thence South 89°59'30" West, a distance of 18.25 feet;

Thence North 0°00'30" West, a distance of 6.59 feet;

Thence North 45°00'30" West, a distance of 19.92 feet;

Thence South 89° 15'01" West, a distance of 173.65 feet to a point on said East right of way line;

Thence North, a distance of 8.00 feet to the TRUE POINT OF BEGINNING, and Termination of this easement.

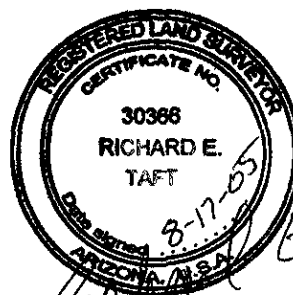


EXHIBIT "B"

SKETCH SHOWING LOCATION AND LIMITS OF
UTILITY EASEMENT

NW COR.
NW 1/4, SW 1/4
SEC. 9

MARLETTE AVENUE

51ST AVENUE

50'00'00"W

366.19'

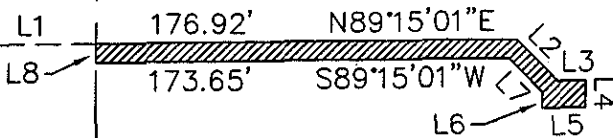
648.84'

43.50'

55.00'



SCALE 1"=80'



NUM	DISTANCE	BEARING
L1	55.00'	N89°15'01"E
L2	24.64'	S45°00'30"E
L3	11.64'	N89°59'30"E
L4	11.30'	S0°00'30"E
L5	18.25'	S89°59'30"W
L6	6.59'	N0°00'30"W
L7	19.92'	N45°00'30"W
L8	8.00'	N0°00'00"E

JOB# W249327	DATE 8/10/05
SW1/4 SEC 9	T 2N R 2E
SCALE 1" = 80'	MAP# 462-50
R/W WARZEHA	
SURVEY: TAFT - WARZEHA	
DRAWN BY: WARZEHA	

SW COR.
NW 1/4, SW 1/4
SEC. 9