

Recorded by:  
City Clerk, City of Glendale  
5850 West Glendale Avenue  
Glendale, Arizona 85301

OFFICIAL RECORDS OF  
MARICOPA COUNTY RECORDER  
HELEN PURCELL  
ELECTRONIC RECORDING  
20080445976,05/20/2008 02:46,  
O2640-3-1-1--,N

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**City of Glendale, Arizona**

**ORDINANCE NO. 2640 NEW SERIES**

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**(PLEASE DO NOT REMOVE ~ THIS IS PART OF THE OFFICIAL DOCUMENT)**

ORDINANCE NO. 2640 NEW SERIES

ELAINE M. SCRUGGS  
MAYOR

ATTEST:

PAMELA HANNA  
City Clerk

STATE OF ARIZONA )  
County of Maricopa ) ss  
City of Glendale )

(SEAL)

APPROVED AS TO FORM:

CRAIG TINDALL  
City Attorney

I, the undersigned, Pamela Hanna, being the duly qualified City Clerk of the City of Glendale, Maricopa County, Arizona, certify that the foregoing Ordinance No. 2640 New Series is a true, correct and accurate copy of Ordinance No. 2640 New Series, passed and adopted at a regular meeting of the Council of the City of Glendale, held on the 22nd day of April, 2008, at which a quorum was present and voted in favor of said Ordinance.

REVIEWED BY:

Given under my hand and seal this 6th day of May, 2008.

Pam Kavanaugh  
Assistant City Manager

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

ORDINANCE NO. 2640 NEW SERIES

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN UNDERGROUND TELECOMMUNICATION EASEMENT IN FAVOR OF SALT RIVER PROJECT AT THE JOBING.COM ARENA IN WESTGATE, ACROSS CITY OWNED LAND, NORTH OF MARYLAND AVENUE, EAST OF 95<sup>TH</sup> AVENUE; 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 telecommunication easement and all the terms and conditions thereto and directs that the City Manager for the City of Glendale execute said document granting Salt River Project an 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.

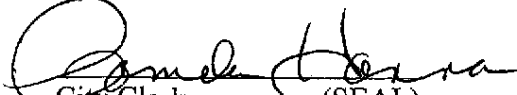
SECTION 2. That the City hereby reserves the right to use the easement premises in any manner that will not prevent or interfere with the exercise by Salt River Project of the rights granted hereunder; provided, however, that the City shall not obstruct, or permit to be obstructed, the easement premises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

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 22<sup>nd</sup> day of April, 2008.

  
MAYOR

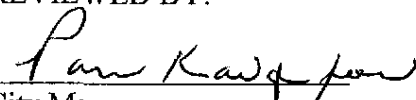
ATTEST:

  
City Clerk (SEAL)

APPROVED AS TO FORM:

  
City Attorney

REVIEWED BY:

  
City Manager

When Recorded, Return To:  
SALT RIVER PROJECT  
Land Department/PBA 400  
P.O. Box 52025  
Phoenix, Arizona 85027-2025

## **GRANT OF EASEMENT (TELECOMMUNICATION)**

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For and in consideration of the sum of One Dollar, and other valuable consideration, receipt of which is hereby acknowledged, the **City of Glendale**, an Arizona municipal corporation ("**City**"), hereby grant to **Salt River Project Agricultural Improvement and Power District**, an agricultural improvement district organized and existing under the laws of the State of Arizona ("**SRP**"), a non-exclusive easement to install an underground fiber optic cable ("**Facilities**") upon, over and under the surface of the following described property:

**See Attached Exhibits "B" ("Easement Parcel")**

Together with the right of ingress and egress to and from said Easement; to use city lands adjacent to said easement during temporary periods of construction; and the right to operate, repair, maintain, and remove said lines and appurtenant facilities from said premises.

City agrees not to construct, install or place any building or other permanent structure within the area of the Easement Parcel, and shall not make use of the Easement Parcel in such a way as to unreasonably interfere with SRP's right and ability to construct, access, maintain and use the Facilities, or intentionally endanger any of the Facilities or the use thereof.

In the event SRP records a document to formally abandon the easement granted herein, all of SRP's right hereunder shall cease, all rights herein granted shall revert to the City, their heirs or assigns, except the right to remove any and all property placed upon the Easement Parcel by SRP within a reasonable time subsequent to such abandonment.

By accepting this easement, SRP agrees: to exercise reasonable care to avoid any damage to said real property above described; to restore, at its expense, the surface of the Easement Parcel upon completion of the initial installation and any subsequent repair or maintenance work that may be required; and that all work performed on or in relation to the Easement Parcel shall comply with all City ordinances, rules and regulations pertaining thereto, to the extent applicable.

Notwithstanding any of the aforesaid provisions, the easement rights granted herein shall be further subject to the following covenants, restrictions and conditions:

1. City reserve the right to use its property, both within and adjacent to the Easement Parcel for any and all purposes.

**N of Maryland and E of 95<sup>th</sup> Avenue.**

2. City reserves the right to construct and install public utilities, and to grant easements and permits for public utility purposes, in, upon, under, over and across the Easement Parcel.
3. SRP shall pay any and all costs and expenses associated with the relocation or removal of its Facilities, whether or not specifically requested or required by City.
4. In the event the easement granted herein ceases to be used for a period of one (1) year, all of SRP's right to the Easement Parcel shall automatically revert to the City, their heirs or assigns; and SRP shall pay City any and all cost and expenses for the removal of all property placed upon the Easement Parcel by SRP
5. In the event that any repair, maintenance, replacement or additions of its Facilities are required within the Easement Parcel, that may cause a disturbance or disruption of any public street or paved roadway, SRP or its assigns shall notify City, pursuant to existing practices and are obligated to obtain all City permits, traffic control, advance warning signs, barricades, flagmen, flares, and other devices necessary to protect the roadway user as set forth in the "Manual on Uniform Traffic Control Devices" and any amendments and/or revisions thereto.

By accepting and recording this easement, SPR agrees, to defend, indemnify and hold harmless the City, its agent, representatives, officers, directors, officials and employees (collectively, the "Indemnified Parties") from and against all claims, damages, losses, and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the acts, errors, omissions or mistakes arising out of SRP's use of the Easement Parcel. SRP's duty to defend, indemnify and hold harmless the Indemnified Parties shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death or injury to, impairment, or destruction of property, including loss of use resulting therefrom, caused by any person other than the Indemnified Parties.

IN WITNESS WHEREOF, **CITY OF GLENDALE**, an Arizona municipal corporation, has caused its name to be executed by its duly authorized representative(s), this \_\_\_\_ day of \_\_\_\_\_, 2008.

THE CITY OF GLENDALE,  
an Arizona municipal corporation

By: \_\_\_\_\_

Its: \_\_\_\_\_

NOTARIZATION ON THE FOLLOWING PAGE

**Exempt Pursuant to A.R.S. §11-1134 (A) (3)**

STATE OF ARIZONA        )  
                                      ) ss.  
County of Maricopa        )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2008,

by \_\_\_\_\_ the \_\_\_\_\_ of CITY OF GLENDALE,  
an Arizona municipal corporation, on behalf of the corporation.

My commission expires:

\_\_\_\_\_  
Notary Public in and for said State

# EXHIBIT A

When Recorded, Return To:  
SALT RIVER PROJECT  
Land Department/PBA 400  
P.O. Box 52025  
Phoenix, Arizona 85027-2025

## CONVEYANCE OF EASEMENT (TELECOMMUNICATION)

---

For and in consideration of the sum of One Dollar, and other valuable consideration, receipt of which is hereby acknowledged, the **City of Glendale**, an Arizona municipal corporation ("City"), hereby grant to **Salt River Project Agricultural Improvement and Power District**, an agricultural improvement district organized and existing under the laws of the State of Arizona ("SRP"), a non-exclusive easement to install an underground fiber optic cable ("Facilities") upon, over and under the surface of the following described property:

See Attached Exhibits "B" ("Easement Parcel")

Together with the right of ingress and egress to and from said Easement; to use city lands adjacent to said easement during temporary periods of construction; and the right to operate, repair, maintain, and remove said lines and appurtenant facilities from said premises.

City agrees not to construct, install or place any building or other permanent structure within the area of the Easement Parcel, and shall not make use of the Easement Parcel in such a way as to unreasonably interfere with SRP's right and ability to construct, access, maintain and use the Facilities, or intentionally endanger any of the Facilities or the use thereof.

In the event SRP records a document to formally abandon the easement granted herein, all of SRP's right hereunder shall cease, all rights herein granted shall revert to the City, their heirs or assigns, except the right to remove any and all property placed upon the Easement Parcel by SRP within a reasonable time subsequent to such abandonment.

By accepting this easement, SRP agrees: to exercise reasonable care to avoid any damage to said real property above described; to restore, at its expense, the surface of the Easement Parcel upon completion of the initial installation and any subsequent repair or maintenance work that may be required; and that all work performed on or in relation to the Easement Parcel shall comply with all City ordinances, rules and regulations pertaining thereto, to the extent applicable. Notwithstanding any of the aforesaid provisions, the easement rights granted herein shall be further subject to the following covenants, restrictions and conditions:

1. City reserve the right to use its property, both within and adjacent to the Easement Parcel for any and all purposes.

N of Maryland and E of 95<sup>th</sup> Avenue.

2. City reserves the right to construct and install public utilities, and to grant easements and permits for public utility purposes, in, upon, under, over and across the Easement Parcel.
3. SRP shall pay any and all costs and expenses associated with the relocation or removal of its Facilities, whether or not specifically requested or required by City.
4. In the event the easement granted herein ceases to be used for a period of one (1) year, all of SRP's right to the Easement Parcel shall automatically revert to the City, their heirs or assigns; and SRP shall pay City any and all cost and expenses for the removal of all property placed upon the Easement Parcel by SRP
5. In the event that any repair, maintenance, replacement or additions of its Facilities are required within the Easement Parcel, that may cause a disturbance or disruption of any public street or paved roadway, SRP or its assigns shall notify City, pursuant to existing practices and are obligated to obtain all City permits, traffic control, advance warning signs, barricades, flagmen, flares, and other devices necessary to protect the roadway user as set forth in the "Manual on Uniform Traffic Control Devices" and any amendments and/or revisions thereto.

By accepting and recording this easement, SPR agrees, to defend, indemnify and hold harmless the City, its agent, representatives, officers, directors, officials and employees (collectively, the "Indemnified Parties") from and against all claims, damages, losses, and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the acts, errors, omissions or mistakes arising out of SRP's use of the Easement Parcel. SRP's duty to defend, indemnify and hold harmless the Indemnified Parties shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death or injury to, impairment, or destruction of property, including loss of use resulting therefrom, caused by any person other than the Indemnified Parties.

IN WITNESS WHEREOF, **CITY OF GLENDALE**, an Arizona municipal corporation, has caused its name to be executed by its duly authorized representative(s), this \_\_\_\_ day of \_\_\_\_\_, 2008.

THE CITY OF GLENDALE,  
an Arizona municipal corporation

By: \_\_\_\_\_

Its: \_\_\_\_\_

NOTARIZATION ON THE FOLLOWING PAGE



**Exempt Pursuant to A.R.S. §11-1134 (A) (3)**

STATE OF ARIZONA            )  
County of Maricopa         ) ss.

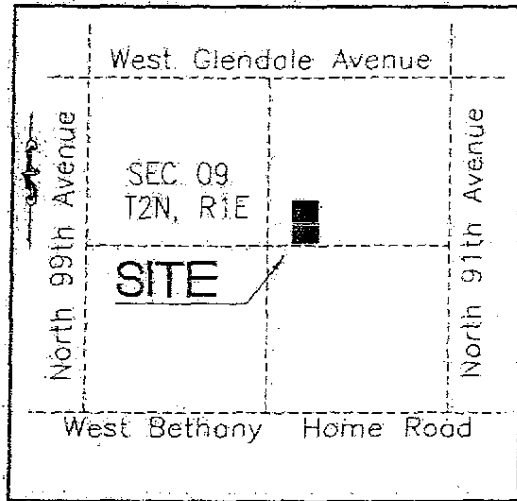
The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2008,

by \_\_\_\_\_ the \_\_\_\_\_ of CITY OF GLENDALE,  
an Arizona municipal corporation, on behalf of the corporation.

My commission expires:

\_\_\_\_\_  
Notary Public in and for said State

**EXHIBIT "B"**  
**EASEMENT ACQUISITION FOR**  
**SALT RIVER PROJECT COMMUNICATIONS LINE**  
**A PORTION OF**  
**NE 1/4, SEC. 09, TOWNSHIP 2 NORTH, RANGE 1 EAST**



VICINITY MAP  
NTS

NOTE

ALL (R) RECORD, (M) MEASURED AND (C) CALCULATED DIMENSIONS SHOWN ON THIS DRAWING REPRESENT HORIZONTAL GROUND DISTANCES, REPORTED IN U.S. SURVEY FEET AND DECIMALS OF U.S. SURVEY FEET, UNLESS SPECICALLY NOTED OTHERWISE.

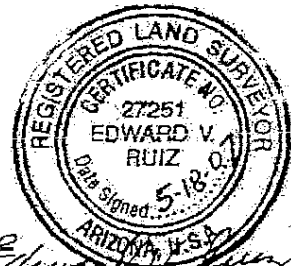
BASIS OF BEARING

THE BASIS OF BEARING FOR THIS DRAWING IS THE MID-SECTION LINE OF SECTION 09, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, AZ.

BEARING SOUTH 88°01'45" WEST (RECORDED) M.C.R. 745-14

CERTIFICATION

THESE RESULTS ARE BASED ON DATA GATHERED FROM FIELD SURVEY MEASUREMENT WORK PERFORMED UNDER MY OVERALL SUPERVISION. THE PURPOSE OF SAID RESULTS OF SURVEY IS SALT RIVER PROJECT COMMUNICATION EASEMENT.



BY EDWARD V. RUIZ DATE 5-18-07 NUMBER 27251 AZ

DRAWN BY **EPC DESIGN** 3221 NORTH 24TH STREET, SUITE 8  
 PHOENIX, ARIZONA 85016  
 (602)954-2723 FAX (602)954-0601

NEW PATH  
 COYOTES ARENA  
 SALT RIVER PROJECT # KJN-161

DATE: 05-18-07	SCALE: 1" = 100'
SHEET NO.: 1 OF 5	BPG. DWG. NO.: EC385

**EXHIBIT "B"**  
**EASEMENT ACQUISITION FOR**  
**SALT RIVER PROJECT COMMUNICATIONS LINE**  
**A PORTION OF**  
**NE 1/4, SEC. 09, TOWNSHIP 2 NORTH, RANGE 1 EAST**

SITE NAME: NEW PATH  
COYOTES ARENA  
GLENDALE, ARIZONA

REFERENCE: BPG JOB EC385 -- SRP JOB # KJN-161

DATE: MAY 18, 2007

BEING SITUATED WITHIN NORTHEAST QUARTER OF SECTION 09,  
TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER  
BASE AND MERIDIAN.

A 8.00 FOOT WIDE EASEMENT AREA DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 09,  
TOWNSHIP 2 NORTH, RANGE 1 EAST BEING THE INTERSECTION OF  
MARYLAND AVENUE AND 91ST AVENUE;

THENCE, ALONG THE EAST/WEST MID-SECTION LINE OF SAID  
SECTION 09, ALSO BEING THE MONUMENT LINE OF MARYLAND  
AVENUE, SOUTH 88°01'45" WEST A DISTANCE OF 2104.41 FEET;

THENCE LEAVING SAID EAST/WEST MID-SECTION LINE, NORTH 01  
DEGREES 58 MINUTES 12 SECONDS WEST A DISTANCE OF 73.00  
FEET TO A POINT THAT FALLS ON THE NORTH EDGE OF AN  
EXISTING S.R.P. EASEMENT LINE PER DOC. 03-0751818 MARICOPA  
COUNTY RECORDS, BEING THE POINT OF BEGINNING OF THE  
EASEMENT HEREIN DESCRIBED;

THENCE NORTH 01 DEGREES 58 MINUTES 24 SECONDS WEST A  
DISTANCE OF 151.76 FEET;

THENCE NORTH 88 DEGREES 01 MINUTES 36 SECONDS EAST A  
DISTANCE OF 95.37 FEET;

(CONTINUED ON PAGE 3 OF 5)

**EXHIBIT "B"**  
**EASEMENT ACQUISITION FOR**  
**SALT RIVER PROJECT COMMUNICATIONS LINE**  
**A PORTION OF**  
**NE 1/4, SEC. 09, TOWNSHIP 2 NORTH, RANGE 1 EAST**

SITE NAME: NEW PATH  
COYOTES ARENA  
GLENDALE, ARIZONA.

REFERENCE: BPG JOB EC385 -- SRP JOB # KJN-161

DATE: MAY 18, 2007

(CONTINUED FROM PAGE 2 OF 5)

THENCE SOUTH 01 DEGREES 58 MINUTES 24 SECONDS EAST A  
DISTANCE OF 8.00 FEET;

THENCE SOUTH 88 DEGREES 01 MINUTES 36 SECONDS WEST A  
DISTANCE OF 87.37 FEET;

THENCE SOUTH 01 DEGREES 58 MINUTES 24 SECONDS EAST A  
DISTANCE OF 143.76 FEET TO A POINT ON SAID EXISTING S.R.P.  
EASEMENT LINE PER DOC. 03-0751818 MARICOPA COUNTY  
RECORDS;

THENCE SOUTH 88 DEGREES 01 MINUTES 45 SECONDS WEST A  
DISTANCE OF 8.00 TO THE POINT OF TERMINATION.

SAID EASEMENT CONTAINS 1912.00 SQUARE FEET OR 0.044 ACRE.

DRAWN BY: **BPG** 3221 NORTH 24TH STREET, SUITE 2  
**DESIGNS** PHOENIX, ARIZONA 85016  
(602)954-2225 FAX (602)954-0601

NEW PATH  
COYOTES ARENA  
SALT RIVER PROJECT # KJN-161

DATE: 05-18-07	SCALE: 1" = 100'
SHEET NO.: 3 OF 5	BPG DWG NO.: EC385

**EXHIBIT "B"**  
**EASEMENT ACQUISITION FOR**  
**SALT RIVER PROJECT COMMUNICATIONS LINE**  
**A PORTION OF**  
**NE 1/4, SEC. 09, TOWNSHIP 2 NORTH, RANGE 1 EAST**

West  
Glendale  
Avenue

N.E. COR. SEC.09  
T.2N., R.1E.  
(B.C. IN H.H.)

S00°12'42"E  
2592.94'

MATCHLINE SHEET 3 OF 5  
N01°47'39"W  
845.87'



North  
9th  
Avenue

220.00'

EASEMENT  
SRP

E. 1/4 COR. SEC.09  
T.2N., R.1E.  
(B.C. IN H.H.)

24.97'  
N88°01'45"E

West  
Maryland  
Avenue

8' PUE

S88°01'45"W  
2104.41'

DRAWN BY **BPG DESIGN** 3221 NORTH 24TH STREET, SUITE 8  
PHOENIX, ARIZONA 85016  
(602)954-2223 FAX (602)954-6601

NEW PATH  
COYOTES ARENA  
SALT RIVER PROJECT # KJN-161

DATE:  
05-18-07  
SHEET NO.:  
4 OF 5

SCALE:  
1" = 100'  
BPG DWG. NO.:  
EC385

**EXHIBIT "B"**  
**EASEMENT ACQUISITION FOR**  
**SALT RIVER PROJECT COMMUNICATIONS LINE**  
**A PORTION OF**  
**NE 1/4, SEC. 09, TOWNSHIP 2 NORTH, RANGE 1 EAST**

LOT 16 WESTGATE  
M.C.R. BK. 745, PG. 14

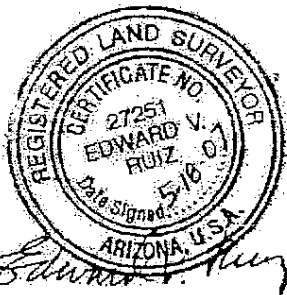
LOT 9 WESTGATE  
M.C.R. BOOK. 745, PAGE 14

LINE TABLE		
LINE	LENGTH	BEARING
L1	73.00'	N01°58'12"W
L2	151.76'	N01°58'24"W
L3	95.37'	N88°01'36"E
L4	8.00'	S°01'58'24"E
L5	87.37'	S88°01'36"W
L6	143.76'	S01°58'24"E
L7	8.00'	S88°01'45"W

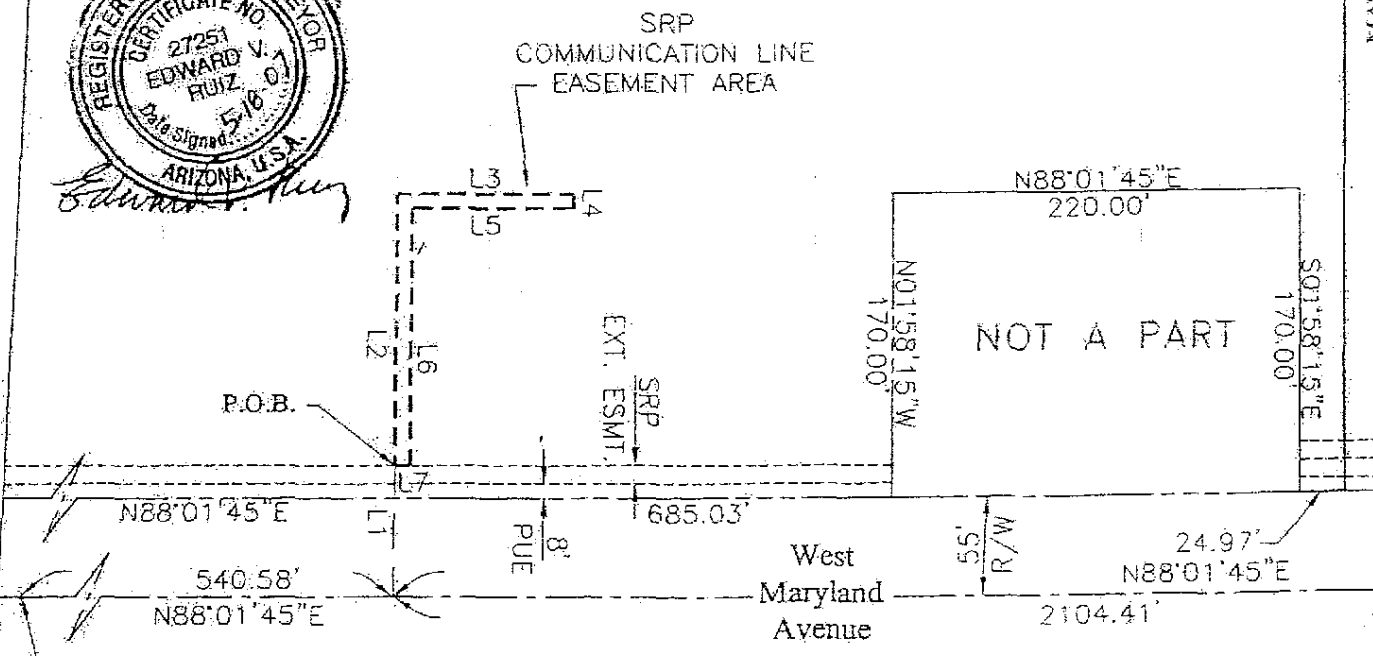
364.00'  
S88°12'21"W

N01°47'39"W  
845.87'

MATCHLINE SHEET 4 OF 5



SRP  
COMMUNICATION LINE  
EASEMENT AREA



— CENTER OF SEC. 09  
T.2N., R.1E  
(B.C. IN H.H.)

NEW PATH COYOTES ARENA SALT RIVER PROJECT # KJN-161	DATE: 05-18-07	SCALE: 1" = 100'
	SHEET NO.: 5 OF 5	BPG DWG NO.: EC385

DRAWN BY: **BPG DESIGN** 3223 NORTH 24TH STREET, SUITE B  
PHOENIX, ARIZONA 85016  
(602)954-2223 FAX (602)954-6801