

ORDINANCE NO. 017-04

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE EXECUTION OF AN IRRIGATION EASEMENT IN FAVOR OF SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT LOCATED ON 59TH AND OLIVE AVENUE INTERSECTION AND DIRECTING THE CITY CLERK TO RECORD A CERTIFIED COPY OF THIS ORDINANCE AND SAID EASEMENT AND DECLARING AN EMERGENCY.

WHEREAS, the City wishes to construct a bus pullout and right turn lane at the intersection of 59<sup>th</sup> and Olive Avenues; and

WHEREAS, constructing these improvements requires the relocation of a pipeline used by the Salt River Project Agricultural Improvement and Power District ("SRP") to convey irrigation waters to downstream users currently within the City's right-of-way; and

WHEREAS, the City and SRP agree that the new irrigation structure should be relocated within the City's right-of-way as depicted in the attached map in Exhibit A; and

WHEREAS, the City has determined that granting SRP this new irrigation easement will allow the City to construct the desired bus pullout and right turn lane, as well as address operational and public safety concerns and that it is in the public interest; and

WHEREAS, time is of the essence in constructing the irrigation structure during SRP's seasonal "dry-up," which is expected to begin on January 4, 2017.

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

SECTION 1. That the City Council hereby approves entering into the Irrigation Easement attached hereto as Exhibit B and directs that the City Manager to execute said Easement on behalf of the City.

SECTION 2. That the City Clerk is instructed and authorized to forward a certified copy of this Ordinance and Irrigation Easement for recording to the Maricopa County Recorder's Office.

SECTION 3. That the immediate operation of the provisions of this Ordinance is necessary for the preservation of the public peace, health, and safety of the City of Glendale, an emergency is hereby declared to exist, and this Ordinance shall be in full force and effect from and after its passage, adoption, and approval by the Mayor and Council of the City of Glendale, and it is hereby exempt from the referendum provisions of the Constitution and laws of the State of Arizona

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this 10th day of January, 2017.

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Mayor Jerry P. Weiers

ATTEST:

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Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

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Michael D. Bailey, City Attorney

REVIEWED BY:

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Kevin R. Phelps, City Manager

## EXHIBIT A

MAP REMOVED –  
PROTECTED CRITICAL  
INFRASTRUCTURE  
INFORMATION

## EXHIBIT B

**WHEN RECORDED MAIL TO:**

**SALT RIVER PROJECT**

Land Department/PAB348

P. O. Box 52025

Phoenix, Arizona 85072-2025

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**IRRIGATION EASEMENT**

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Maricopa County

R/W # 839      Agt. MEK

Job # LJ64298

W \_\_\_\_\_ C \_\_\_\_\_

**KNOW ALL MEN BY THESE PRESENTS:**

That

**CITY OF GLENDALE**, ("Grantor"),  
an Arizona municipal corporation

FOR AND IN CONSIDERATION OF THE SUM of One Dollar, and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant to the **SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT**, ("Grantee"), an agricultural improvement district organized and existing under the laws of the State of Arizona, its successors and assigns, for itself and on behalf of the United States of America and as manager of the federal Salt River Reclamation Project, the right, easement and privilege to construct, reconstruct, operate, repair, and maintain an irrigation pipeline and irrigation turnout structure together with all the necessary and appurtenant facilities through, over, under and across the following described property:

Exhibit "A" attached hereto and made by reference a part hereof.

Grantor shall not convey any easements or grant any permits within the easement areas in which the facilities do not comply with the specifications shown in Exhibit B attached hereto and by this reference made a part hereof.

Grantor shall not erect, construct or permit to be erected or constructed any building or other structure, plant any trees, drill any well, install swimming pools, or alter ground level by cut or fill, within the limits of said easement, which do not comply with said Exhibit B.

Grantee shall have the right, but not the obligation, to erect, maintain and use gates in all fences which now cross said easement and to trim, cut and clear away trees or brush whenever in its judgment the same shall be necessary for the convenient and safe exercise of the rights hereby granted.

The Grantee shall at all times have the right of full and free ingress and egress to said easement for the purpose heretofore specified.

Grantor and Grantee acknowledge that from time to time Grantee may find it necessary to construct, reconstruct, operate and maintain irrigation facilities and appurtenant conveniences lying within the easement areas.

Grantor shall pay Grantee all costs and expenses of any relocation of the irrigation facilities requested by Grantor, including but not limited to, the relocation of the facilities into the easement area described above. Grantee shall pay all costs and expenses of any relocation of the irrigation facilities requested by Grantee.

In the event the right, privilege and easement herein granted shall be abandoned and permanently cease to be used for the purpose herein granted, all rights herein granted shall cease and revert to the Grantors, their heirs or assigns.

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, successors in ownership and estate, assigns and lessees of the respective parties hereto.

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

1. Grantor reserves the right to construct, install, operate, maintain, repair, replace and reinstall surface parking areas, driveways, roadways, sidewalks, curbs and gutters, landscaping, irrigation lines and street lighting on the surface of the easement areas.

2. Grantor 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 areas, subject to compliance with the specifications shown in Exhibit B attached hereto and by this reference made a part hereof.

3. In the event that any repair, maintenance, replacement or installation of the irrigation facilities and appurtenant conveniences will cause a disturbance or a disruption of any public street or paved roadway, Grantee shall notify Grantor, pursuant to existing practices, before Grantee undertakes any such action. In the event of an emergency, Grantee shall have use of any public street or paved roadway as it reasonably deems necessary and appropriate to correct, repair, replace or reconstruct irrigation facilities affected by the emergency and notify Grantor, pursuant to existing practices, as soon as practical after responding to the emergency. Grantee shall provide for advance warning signs, barricades, flagmen, flares, and other devices when necessary to protect the roadway user as set forth in the "Manual on Uniform Traffic Control Devices" and any amendments and/or revisions thereto.

If Grantee performs excavation activities on the easement areas and Grantee damages any improvements of Grantor that are in compliance with Grantor's requirements hereunder, Grantee will promptly restore such improvements to as close to their condition prior to such damage as is reasonably possible at the expense of Grantee.

4. Grantor shall warrant and defend the rights, easements and privileges hereby granted and the priority of this easement against all persons whomsoever.

5. Grantor represents and warrants that it has the right, power, and authority to enter into and perform this Agreement and to grant Grantee the rights to use the Easement Area as described herein. If Grantee's right to use the Easement Area, in accordance with the provisions of this Agreement is challenged, Grantor shall take all actions necessary to allow Grantee to continue to use the Easement Area for its Facilities with the same rights and privileges as described in this Agreement. If Grantor determines to abandon the right of way in which the Easement Area is located ("Abandoned ROW"), Grantor shall cause the new fee title owner of the Abandoned ROW to grant, or otherwise acknowledge the existence of, a first priority easement vested in Grantee, authorizing Grantee's use of the Easement Area as described herein.

To the Extent not prohibited by law or expressly excepted herein, the City of Glendale, an Arizona municipal corporation (and any successor public body designated by or pursuant to law), shall indemnify, release and hold harmless, Grantee, Salt River Project Agricultural Improvement and Power District, Salt River Valley Water Users' Association and the United States of America ("Indemnitees") and the directors, officers, employees, agents, successors and assigns thereof, against and from any damage, loss, cost, expense suit, fine, penalty or liability of every kind or nature ("Liabilities"), regardless of whether caused in whole or in part by one or more indemnitees, as a result of any claim, demand, lawsuit or action of any kind whether such Liabilities are to person or property, arising out of, resulting from or caused by any defect of deficiency in (i) Grantor's right, power, or authority to grant Grantee the rights to use the Easement Area as described herein, or (ii) Grantor's title to the real property underlying the Easement Area, including but not limited to any Liabilities relating to claims of trespass or inverse condemnation. Such obligation to indemnify shall extend to and encompass all costs incurred by indemnitees 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. The provisions of this Section shall survive termination of this Agreement.



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

**THE CITY OF GLENDALE,**  
an Arizona municipal corporation

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

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

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney for the City of  
Glendale

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, the undersigned, personally appeared \_\_\_\_\_, as \_\_\_\_\_, of **THE CITY OF GLENDALE**, an Arizona municipal corporation, and such authorized representative acknowledged that this document was executed on behalf of the corporation for the purposes therein contained.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_  
Notary Stamp/Seal

**Note: This instrument is exempt from the real estate transfer fee and affidavit of legal value required under A.R.S. Sections 11-1132 and 11-1133 pursuant to the exemptions set forth in A.R.S. Sections 11-1134(A)(2) and (A)(3).**

*S/Landform/Master: Irrigation Glendale*

*SRP Job #*  
*City of Glendale*

## **EXHIBIT A**

***LEGAL DESCRIPTION FOR  
SRP EASEMENT - 59th Avenue and Olive Avenue***

**Parcel No. 1**

That part of the Northeast quarter of Section 31, Township 3 North, Range 2 East, Gila and Salt River Meridian, Maricopa County, Arizona, being more particularly described as follows:

COMMENCING at the Northeast corner of said Section 31 (brass cap in handhole) from which the North quarter corner of said Section 31 (brass cap in handhole) bears South 88°43'51" West, 2637.96 feet;

thence South 88°43'51" West, 62.03 feet along the North line of said Section 31;

thence departing said North line of Section 31, South 01°16'09" East, 55.00 feet to the South line of the North 55.00 feet of said Section 31 and the POINT OF BEGINNING;

South 88°43'51" West, 27.36 feet along said South line of the North 55.00 feet of Section 31;

thence departing said South line of the North 55.00 feet of Section 31, North 44°17'29" West, 13.68 feet to the South line of the North 45.00 feet of said Section 31;

thence South 88°43'51" West, 257.18 feet along said South line of the North 45.00 feet of Section 31;

thence departing said South line of the North 45.00 feet of Section 31, North 00°12'39" West, 20.00 feet to the South line of the North 25.00 feet of said Section 31;

thence North 88°43'51" East, 265.50 feet along said South line of the North 25.00 feet of Section 31;

thence departing said South line of the North 25.00 feet of Section 31, South 44°17'29" East, 41.03 feet to the POINT OF BEGINNING.

Said Parcel No. 1 contains 5,774 square feet or 0.1326 acres more or less.

**Parcel No. 2**

That part of the Northeast quarter of Section 31, Township 3 North, Range 2 East, Gila and Salt River Meridian, Maricopa County, Arizona, being more particularly described as follows:

COMMENCING at the Northeast corner of said Section 31 (brass cap in handhole) from which the East quarter corner of said Section 31 (aluminum cap in handhole) bears South 00°12'39" East, 2620.72 feet;

thence South 00°12'39" East, 56.03 feet along the East line of said Section 31;

thence departing said East line of Section 31, South 89°47'21" West, 35.00 feet to the West line of the East 35.00 feet of said Section 31 and the POINT OF BEGINNING;

thence South 00°12'39" East, 32.35 feet along said West line of the East 35.00 feet of Section 31;

thence departing said West line of the East 35.00 feet of Section 31, North 89°47'21" East, 7.00 feet to the West line of the East 28.00 feet of said Section 31;

thence South 00°12'39" East, 267.52 feet along said West line of the East 28.00 feet of Section 31;

thence departing said West line of the East 28.00 feet of Section 31, North 89°47'21" East, 3.00 feet to the West line of the East 25.00 feet of said Section 31;

thence South 00°12'39" East, 42.00 feet along said West line of the East 25.00 feet of Section 31;

thence departing said West line of the East 25.00 feet of Section 31, South 89°47'21" West, 20.00 feet to the West line of the East 45.00 feet of said Section 31;

thence North 00°12'39" West, 42.00 feet along said West line of the East 45.00 feet of Section 31;

thence departing said West line of the East 45.00 feet of Section 31, South 88°43'51" West, 3.00 feet to the West line of the East 48.00 feet of said Section 31;

North 00°12'39" West, 254.00 feet along said the West line of the East 48.00 feet of Section 31;

thence departing said West line of the East 48.00 feet of Section 31, South 89°47'21" West, 7.00 feet to the West line of the East 55.00 feet of said Section 31;

North 00°12'39" West, 45.92 feet along said West line of the East 55.00 feet of Section 31;

thence departing said West line of the East 55.00 feet of Section 31, North 89°47'21" East, 20.00 feet to the POINT OF BEGINNING.

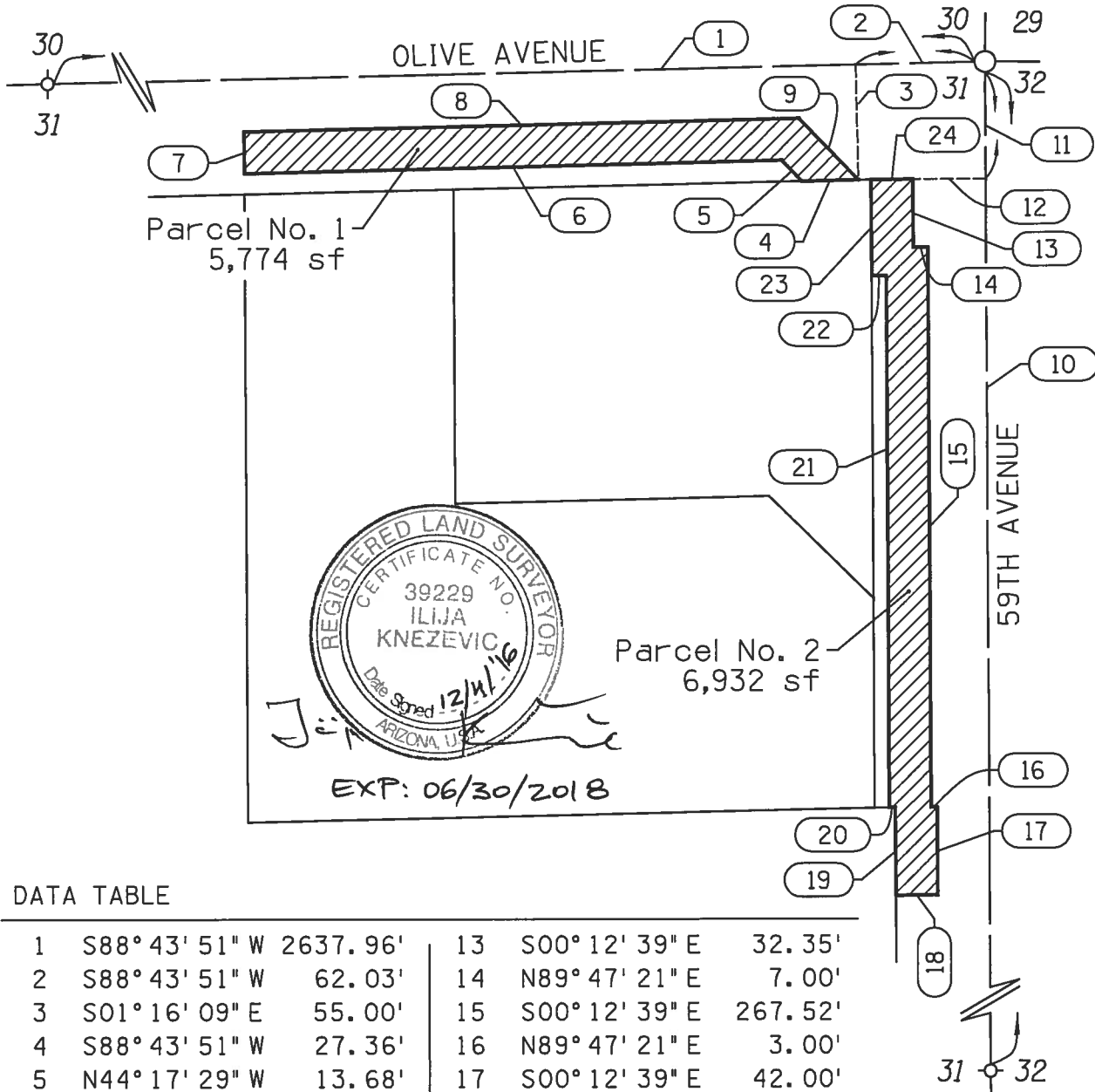
Said Parcel No. 2 contains 6,932 square feet or 0.1591 acres more or less.

Said Parcel Nos. 1 and 2 contain a total of 12,706 square feet or 0.2917 acres more or less.



# EXHIBIT MAP

## LEGAL DESCRIPTION FOR SRP EASEMENT 59th Avenue & Olive Avenue



DATA TABLE

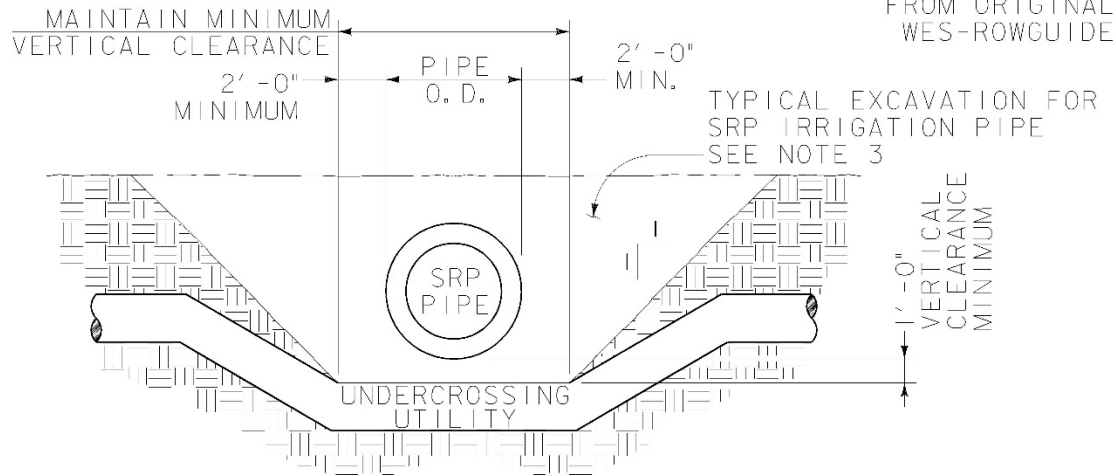
1	S88° 43' 51" W	2637.96'	13	S00° 12' 39" E	32.35'
2	S88° 43' 51" W	62.03'	14	N89° 47' 21" E	7.00'
3	S01° 16' 09" E	55.00'	15	S00° 12' 39" E	267.52'
4	S88° 43' 51" W	27.36'	16	N89° 47' 21" E	3.00'
5	N44° 17' 29" W	13.68'	17	S00° 12' 39" E	42.00'
6	S88° 43' 51" W	257.18'	18	S89° 47' 21" W	20.00'
7	N00° 12' 39" W	20.00'	19	N00° 12' 39" W	42.00'
8	N88° 43' 51" E	265.50'	20	S88° 43' 51" W	3.00'
9	S44° 17' 29" E	41.03'	21	N00° 12' 39" W	254.00'
10	S00° 12' 39" E	2620.72'	22	S89° 47' 21" W	7.00'
11	S00° 12' 39" E	56.03'	23	N00° 12' 39" W	45.92'
12	S89° 47' 21" W	35.00'	24	N89° 47' 21" E	20.00'

# EXHIBIT B

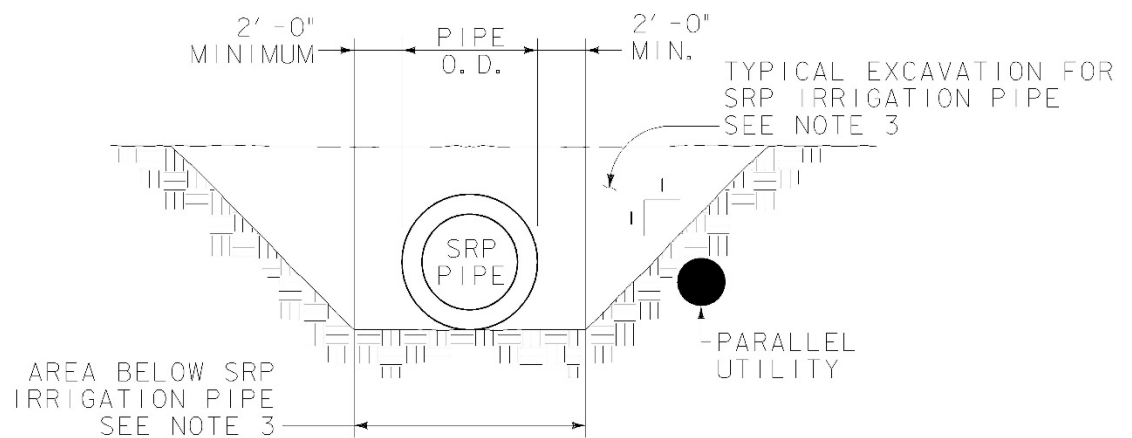
(PAGE 1 OF 2)

REV NO.	DATE
5	06/08/11

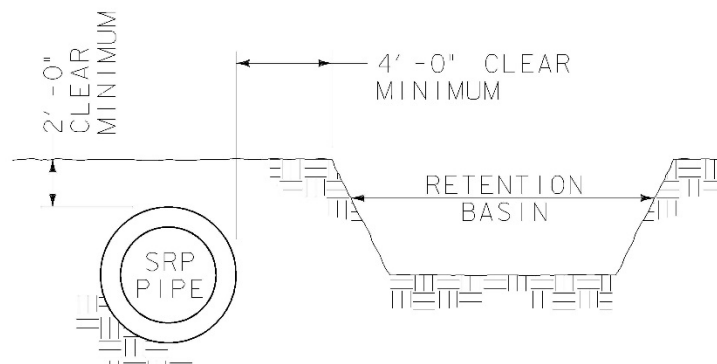
DWG REFERENCED  
FROM ORIGINAL  
WES-ROWGUIDE



PIPELINE - UTILITY CROSSING



PIPELINE - PARALLEL UTILITY



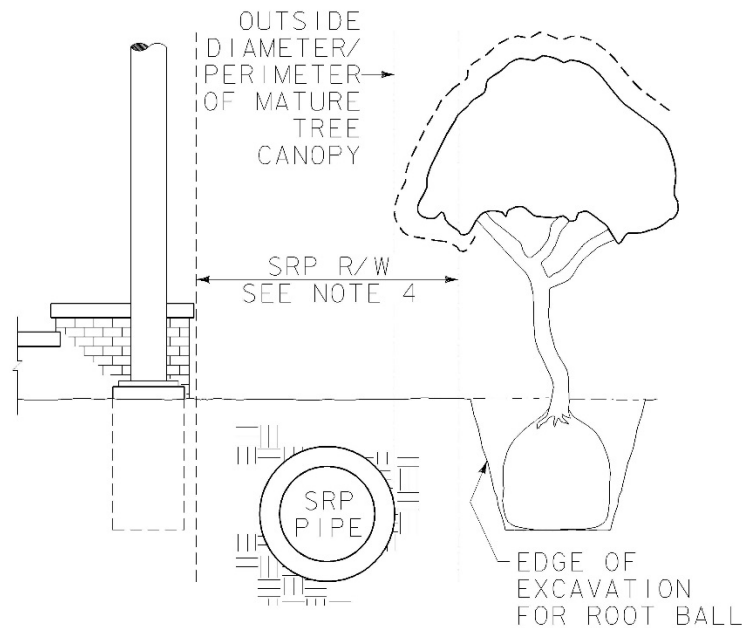
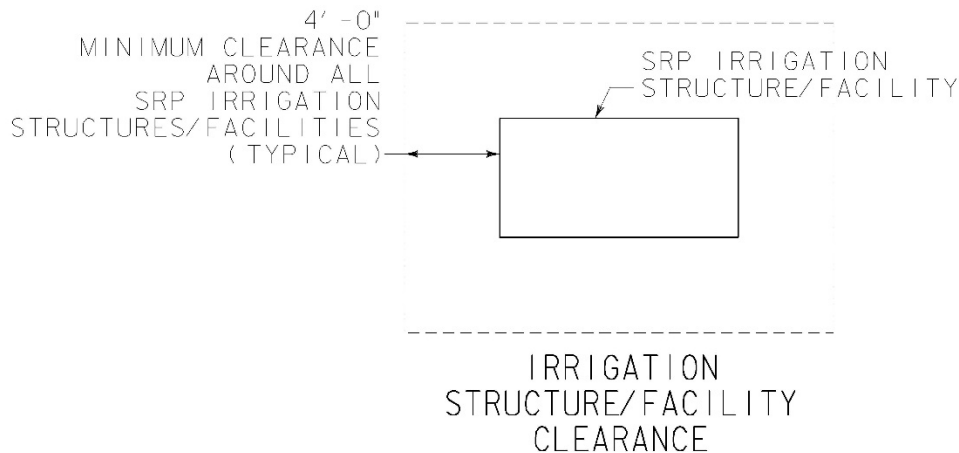
PIPELINES - RETENTION BASIN

# EXHIBIT B

(PAGE 2 OF 2)

REV NO.	DATE
5	06/08/11

DWG REFERENCED  
FROM ORIGINAL  
WES-ROWGUIDE



## PIPELINES - LANDSCAPING

### NOTES

1. THESE GUIDELINES ARE PROVIDED AS A GENERAL AID TO PLANNING. ACTUAL SRP REQUIREMENTS MAY VARY BASED ON SITE-SPECIFIC CONDITIONS, OPERATIONAL CONSIDERATIONS, ETC.
2. AN SRP LICENSE IS REQUIRED FOR UTILITIES CROSSING/PARALLEL TO SRP IRRIGATION PIPE IN SRP RIGHT-OF-WAY. SRP REQUIRES ENGINEER DESIGNED UTILITY CROSSING/LOCATION AND EXCAVATION PLAN.
3. OTHER UTILITIES ARE NOT PERMITTED IN THESE AREAS.
4. SRP MAY LICENSE LIMITED USES OF ITS RIGHT-OF-WAY SUCH AS PARKING, SIDEWALK, LAWN, ETC. POLES, STRUCTURES AND TREES ARE TYPICALLY NOT PERMITTED IN SRP RIGHT-OF-WAY. INCLUDE DESIGN DRAWINGS FOR PROPOSED USE WHEN SUBMITTING REQUEST TO SRP FOR LICENSE.
5. REQUESTS FOR SRP LICENSES ARE HANDLED ON A CASE-BY-CASE BASIS. CONTACT SRP AT 602-236-5799 REGARDING LICENSES FOR SITES LOCATED NORTH AND SOUTH OF THE SALT RIVER.