

ORDINANCE NO. 017-30

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 WESTBOUND GLENDALE AVENUE 830 FEET WEST OF 87TH AVENUE AND DIRECTING THE CITY CLERK TO RECORD A CERTIFIED COPY OF THIS ORDINANCE.

WHEREAS, Glendale Landlord, LLC is the current owner and developer of the real property located at 8847 West Glendale Avenue; and

WHEREAS, incidental to Glendale Landlord, LLC's development of said property, an irrigation pipeline owned, operated and managed by the Salt River Project Agricultural Improvement and Power District ("SRP") is existing in current Glendale Avenue right-of-way owned by the City, as depicted in the attached map and legally described in Exhibit A; and

WHEREAS, the City is willing to provide SRP with the Irrigation Easement to protect its facilities as attached hereto as Exhibit B.

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 and directs the City Manager to execute said Easement on behalf of the City.

SECTION 2. That the City Council authorizes the City Manager to execute and deliver the same to SRP so that SRP may record the Irrigation Easement with Maricopa County Recorder's Office. SRP shall provide a copy of the recorded Irrigation Easement to the City Clerk once it is filed with the Maricopa County Recorder.

SECTION 3. 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 4. That the provisions of this ordinance shall become effective thirty (30) days after passage of this ordinance by the Glendale City Council.

[Signatures on following page]

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this 27th day of June, 2017.

Mayor Jerry P. Weiers

ATTEST:

Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

REVIEWED BY:

Kevin R. Phelps, City Manager

EXHIBIT A



Exhibit "A"
Legal Description
SRP Easement
Westgate Village

Job No. 15-297

March 13, 2017

A parcel of land situated in the west half of the Northeast Quarter of the Northwest Quarter of Section 10, Township 2 North, Range 1 East, of the Gila and Salt River Meridian, described as follows:

COMMENCING at a 3 inch Maricopa County Aluminum cap flush at the at the Northwest section corner of Section 10, Township 2 North, Range 1 East from which a 3 Inch Maricopa County Highway Department brass cap in a handhole at the North quarter corner of said Section 10 bears North 89 degrees 28 minutes 20 seconds East, a distance of 2655.13 feet;

thence North 89 degrees 28 minutes 20 seconds East, 1,659.45 feet along said north line to the northwest corner of the northeast quarter of the northwest quarter of the northeast quarter of the northwest quarter of said section;

thence South 0 degrees 10 minutes 25 seconds East, 45.00 feet to the POINT OF BEGINNING;

thence North 89 degrees 28 minutes 20 seconds East, 165.94 feet;

thence South 0 degrees 10 minutes 12 seconds East, 10.00 feet;

thence South 89 degrees 28 minutes 20 seconds West, 165.94 feet;

thence North 0 degrees 10 minutes 25 seconds West, 10.00 feet to the POINT OF BEGINNING.

Containing an area of 1,659 square feet or 0.0381 acres, more or less.



EPS Group, Inc. • 2045 S. Vineyard, Suite 101 • Mesa, AZ 85210
Tel (480) 503-2250 • Fax (480) 503-2258

S:\Projects\2015\15-297\Legal Survey\Legals\15-297-NEW SRP 3-LEGAL.docx

P.O.C.
NW COR. SEC. 10, T.2N., R.1E.,
M.C. ALUMINUM CAP FLUSH

GLENDALE ROAD

NORTH 1/4 COR.
SEC. 10, T.2N., R.1E.,
M.C.H.D. BRASS CAP IN HANDHOLE

N. 91ST AVE.

N. 87TH AVE.

1,659.45'

N89°28'20"E 2655.13'

995.67'

P.O.B.

L1

L2

L3

L4

65.00'
R/W

LINE TABLE

| LINE | BEARING | LENGTH |
|------|-------------|---------|
| L1 | S00°10'25"E | 45.00' |
| L2 | N89°28'20"E | 165.94' |
| L3 | S00°10'12"E | 10.00' |
| L4 | S89°28'20"W | 165.94' |
| L5 | N00°10'25"W | 10.00' |



SCALE: 1"=120'

15-297

SHEET 1 OF 1

WESTGATE VILLAGE
SRP EASEMENT DEDICATION



EXHIBIT B

WHEN RECORDED MAIL TO:

SALT RIVER PROJECT

Land Department/PAB348
P. O. Box 52025
Phoenix, Arizona 85072-2025

IRRIGATION EASEMENT

Maricopa County

R/W # 24 Agt. MEK

Job # LJ63769

W Thel C PJH

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 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 rights of way, 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 ("Indemnities") 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 indemnities, 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 indemnities 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 _____)
COUNTY OF _____) ss.

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

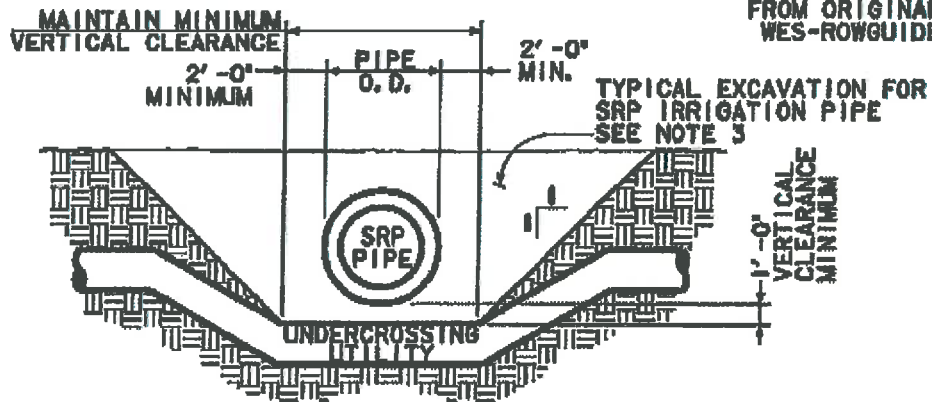
Note: This instrument is exempt from the real estate transfer fee and affidavit of legal value required under A.R.S. Sections 11-1132 and 11-1133 pursuant to the exemptions set forth in A.R.S. Sections 11-1134(A)(2) and (A)(3).

EXHIBIT B

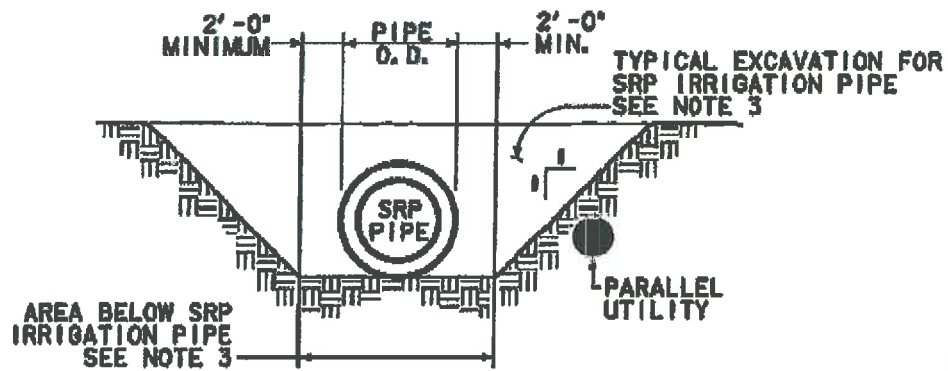
(PAGE 1 OF 2)

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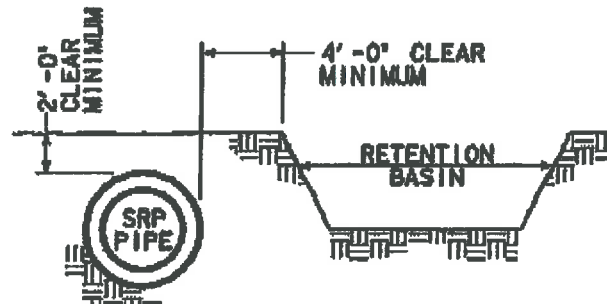
DWG REFERENCED
FROM ORIGINAL
WES-ROWGUIDE



PIPELINE - UTILITY CROSSING



PIPELINE - PARALLEL UTILITY



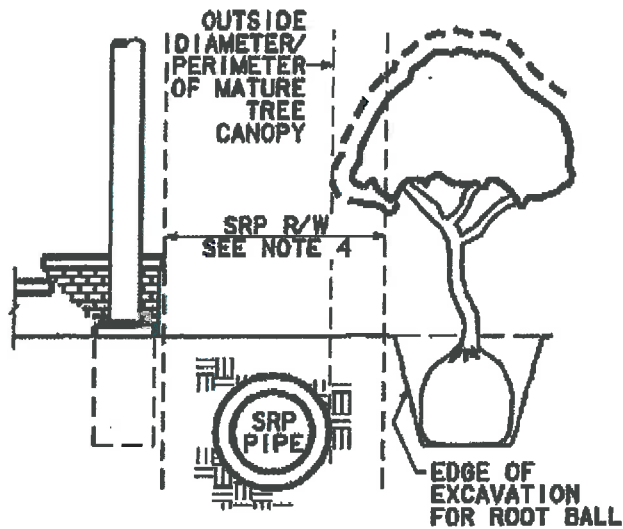
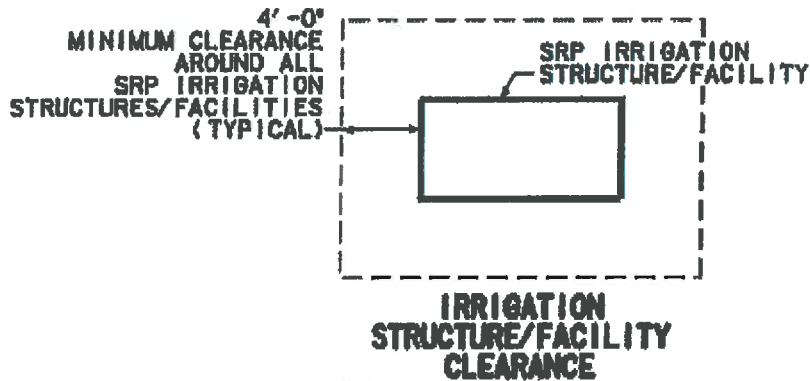
PIPELINES - RETENTION BASIN

EXHIBIT B

(PAGE 2 OF 2)

| REV NO. | DATE |
|---------|----------|
| 5 | 06/08/11 |

OWG 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.