Staff Summary Report

Tempe

To: Mayor & City Council
Through: City Manager

Agenda Item Number 31
Meeting Date 02/08/2001

SUBJECT: **ORDINANCE FOR ADOPTION**

PREPARED BY: JIM CRISTEA, ENGINEERING MANAGER, LAND SERVICES (350-8417)

REVIEWED BY: ANDY GOH, ACTING CITY ENGINEER (350-8896)

BRIEF: This is the **second** public hearing to grant an easement to Arizona Public Service Co. (APS) for the installation and maintenance of an electric line and equipment at the historic Reeves residence, 685 S. Ash Ave.

COMMENTS: **UTILITY EASEMENT GRANTED (0904-02) ORDINANCE NO. 2001.02**
This is the second public hearing to grant an easement to Arizona Public Service Co. (APS) for the installation and maintenance of an electric line and equipment for the improvement at the historic Reeves residence, 685 S. Ash Ave.

Document Name: (20010208PWDR05) Supporting Documents: Yes

SUMMARY: Staff supports the easement grant to APS. The City of Tempe has requested APS to provide electric service for the historic Reeves residence.

RECOMMENDATION:

That the City Council hold a public hearing and adopt Ordinance No. 2001.02 and authorize the Mayor to execute any necessary documents.

Approved by: Howard C. Hargis, Public Works Manager

ORDINANCE NO. 2001.02

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA, CONVEYING AN EASEMENT FOR THE PURPOSE OF AN ELECTRIC LINE AND EQUIPMENT TO ARIZONA PUBLIC SERVICE CO. (APS) LOCATED AT THE REEVES RESIDENCE, A HISTORIC STRUCTURE, AT 685 S. ASH AVENUE.

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WHEREAS, it has been determined that the City of Tempe owns certain real estate described herein, and,

WHEREAS, Arizona Public Service Co. (APS) has requested an easement for an underground electric line, on said property,

WHEREAS, it would appear to be in the best interest of the City of Tempe to grant an easement to Arizona Public Service Co. (APS), and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TEMPE, MARICOPA COUNTY, ARIZONA, AS FOLLOWS:

SECTION I. That the City of Tempe does hereby authorize the grant of an easement to Arizona Public Service Co. (APS) in the form attached hereto as Exhibit "A."

SECTION II. That the rights granted in the easement to Arizona Public Service Co. (APS), shall be subject to the same encumbrances, liens, limitations, restrictions, and estates as exist on the land of which the easement is a part, and provided that the use of the easement shall not interfere with any public improvements or future public improvements constructed upon grantors land.

SECTION III. The Mayor is hereby authorized to execute the easement authorized herein.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA this _____ day of _____, 2001.

_____
Mayor

ATTEST:

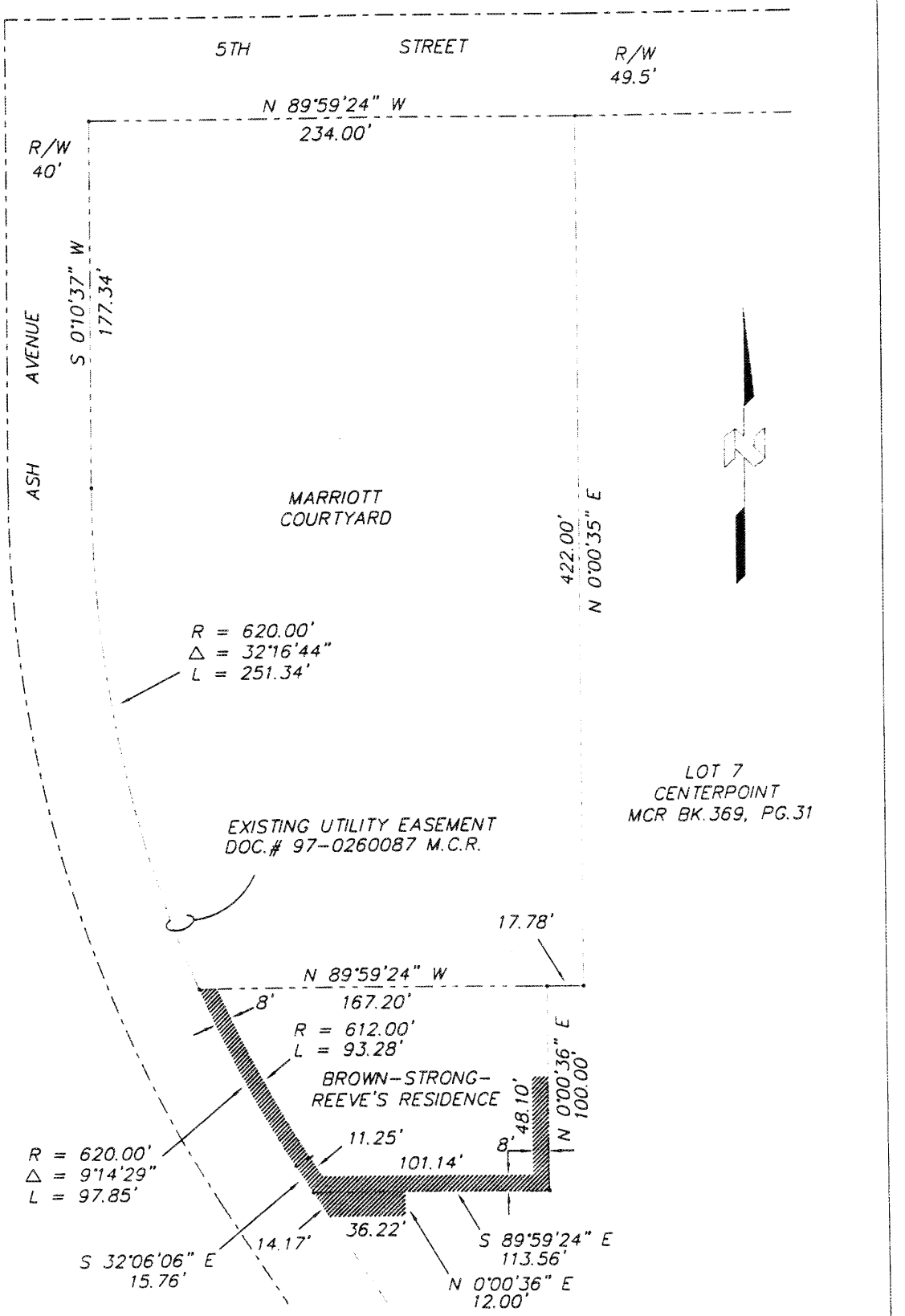
_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

EXHIBIT "A"

SKETCH SHOWING LOCATION AND LIMITS OF UTILITY EASEMENT



LEGEND

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

JOB# W89757	DATE 11/07/00
SW 1/4 SEC 15	T 1N R 4E
SCALE 1"= 60'	MAP #
R/W HENSLEY	
SURVEY: GARCIA / WHEADON	
DRAWN BY: HENSLEY	

EXHIBIT A

UTILITY EASEMENT

W89757
SW15-1N-4E
JDH

In consideration of One Dollar ($1.00), the receipt of which is hereby acknowledged, the CITY OF TEMPE, an Arizona Municipal Corporation (hereinafter called "Grantor") do(es) hereby grant and convey to ARIZONA PUBLIC SERVICE COMPANY (hereinafter called "Company"), its successors and assigns, an easement to construct operate and maintain electric lines and appurtenant facilities upon, across, over, and under the surface of the premises hereinafter described.

The premises through and across which this easement is granted are situated in Maricopa County, Arizona, and are described as follows:

Lot 7 of CENTERPOINT, according to Book 369 of Maps, Page 31, records of Maricopa County, Arizona.

Said utility easement in the above described premises being limited to the area more particularly delineated on Exhibit "A" attached hereto and by this reference incorporated herein.

Together with the right to operate, repair, replace, maintain, and remove said lines and appurtenant facilities from said premises; to add to or alter said lines and/or facilities at any reasonable time, and to trim or remove any trees or shrubs that in the judgment of the Company may interfere with the construction or endanger the operation of said lines and/or facilities, with access to said easement and egress therefrom to permit normal operations of the Company in connection with said lines and/or facilities, and to permit the installation of the wires, fixtures, conduits, or cables of any other company within the boundaries of this easement.

Grantor shall not erect or construct or permit to be erected or constructed any building or other structure or drill any well within the limits of said easement; nor shall Grantor plant or permit to be planted any trees within the limits of said easement without the prior written consent of the Company; provided, however, Grantor shall have the right to construct and erect fences within the limits of said easement in a manner which will not unreasonably interfere with the Company's right of access to its lines and/or facilities.

By accepting this easement, the Company agrees to exercise reasonable care to avoid damage to said premises and all property that may at any time be thereon.

Dated: _____

APPROVED AS TO FORM:

_____
City Attorney

Grantor:
City of Tempe, an Arizona municipal corporation

By: _____
Neil Guiliano, Mayor

STATE OF }
} ss.
County of }

This instrument was acknowledged before me this _____ day of _____, 2000, by Neil Guiliano, Mayor, City of Tempe, an Arizona Municipal Corporation, for and on behalf thereof.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

_____
Notary Public

My Commission Expires:

_____