Staff Summary Report

Tempe

To: Mayor & City Council
Through: City Manager

Agenda Item Number 22
Meeting Date 09/20/01

SUBJECT: **ORDINANCE FOR ADOPTION**

PREPARED BY: JIM CRISTEA, ENGINEERING MANAGER, LAND SERVICES (x8417)

REVIEWED BY: NEIL MANN, DEPUTY PW MANAGER/CITY ENGINEER (x8250)

BRIEF: This is the **first** public hearing to grant a power distribution easement to SRP.

COMMENTS: **POWER EASEMENT GRANTED (0904-02) ORDINANCE NO. 2001.30** This is the first public hearing to grant a power distribution easement to SRP as part of the overhead to underground power conversion along Don Carlos Avenue, east of McClintock Drive. The easement is located within a portion of property known as the Don Carlos Redevelopment Project. Marlor Homes will be acquiring the property from the City of Tempe in the near future.

Document Name: (20010920PWDR02) Supporting Documents: Yes

SUMMARY: The City of Tempe is redeveloping several parcels along Don Carlos Avenue (known as the Don Carlos Redevelopment Project), which will be conveyed to Marlor Homes. A power distribution easement to SRP is necessary to facilitate the new development. Staff supports the easement grant.

RECOMMENDATION:

That the City Council hold a public hearing and adopt Ordinance No. 2001.30 and authorize the Mayor to execute any necessary documents.

Approved by: Howard C. Hargis, Public Works Manager

ORDINANCE NO. 2001.30

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA, GRANTING A POWER DISTRUBUTION EASEMENT TO SRP, LOCATED WITHIN THE DON CARLOS REDEVELOPMENT PROJECT AREA (DON CARLOS AVENUE, EAST OF MCCLINTOCK DRIVE)

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

WHEREAS, it is necessary to grant a power distribution easement to SRP for utility use within a portion of the subject property, 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 grant a power distribution easement to SRP in the form as delineated on Exhibits "A" attached hereto.

SECTION II. That the rights granted in the easement to SRP shall be subject to the same encumbrances, liens, limitations, restrictions, and estates as exist on the land of which the easement is a part.

SECTION III. That 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

HOLD FOR PICK UP:

SALT RIVER PROJECT
Land Department/PAB400
P. O. Box 52025
Phoenix, Arizona 85072-2025

EXHIBIT A

POWER DISTRIBUTION EASEMENT

Maricopa County
Parcel # 132-67-26 (Lot 28)

R/W # 1012 Agt. JMT
Job # KJ2-5306
W

CITY OF TEMPE,
a municipal corporation,

hereinafter called Grantor, for and in consideration of the sum of One Dollar, and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant and convey to **SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT**, an agricultural improvement district organized and existing under the laws of the State of Arizona, its agents, employees, contractors and permittees and its and their respective successors and assigns, hereinafter called the Grantee, an easement in, upon, over, under, across, through and along the lands hereinafter described (such lands hereinafter described being sometimes referred to herein as the "Easement Property"), to construct, install, reconstruct, replace, remove, repair, operate and maintain underground electrical conductors, conduits, pipes, cables, vaults, pads, switching equipment, enclosures, manholes and transformers and all other appliances, and fixtures (collectively "Facilities") for the transmission and distribution of electricity and for all other purposes connected therewith at such locations and elevations, in, upon, over, under, across, through and along the Easement Property as Grantee may now or hereafter deem convenient or necessary from time to time, together with the right of ingress and egress to, from, across and along the Easement Property. Grantee is hereby authorized to permit others to use the Easement Property for additional Facilities jointly with or separately from the Grantee for their purposes.

The lands in, upon, over, under, across, through and along which this easement is granted are situated in the County of Maricopa, State of Arizona, and are more particularly described as:

Grantor's Property:
The East Half of Lot 27, RANCHO EL DORADO, a subdivision in Book 32 of Maps, page 40, records of Maricopa County, Arizona and Lot 28, RANCHO EL DORADO, according to Book 32 of Maps, page 40, records of Maricopa County, Arizona;
EXCEPT the South 150 feet of the East 55 feet; **and**
EXCEPT the West 68 feet of the South 100 feet of the East 123 feet thereof.

Easement Parcel 1:
Said easement being the South 15.00 feet of the East 12.00 feet of said Lot 27.

Easement Parcel 2:
Said easement being the most Southerly 15.00 feet of the most Westerly 12.00 feet of said Lot 28.

CAUTION: Facilities placed within the Easement Property may contain high voltage electrical equipment. Notice is hereby given that the location of underground electrical conductors or facilities must be verified as required by Arizona Revised Statutes, Section 40-360.21, et. seq., Arizona Blue Stake Law, prior to any excavation.

Grantor shall maintain a clear area that extends 3.00 feet from and around all edges of all transformer pads and other equipment pads, and a clear operational area that extends 12.00 feet immediately in front of all transformer and other equipment openings. No obstruction, trees, shrubs, fixtures or permanent structures shall be placed within said areas.

Grantor shall not construct, install or place, or permit to be constructed, installed or placed any building or other structure, plant any trees, drill any well, store materials of any kind, or alter ground level by cut or fill, within the area of the Easement Property.

Grantee shall have the right (but not the obligation) to trim, cut and clear away trees, brush or other vegetation on, the Easement Property whenever in its judgment the same shall be necessary for the convenient and safe exercise of the rights herein granted.

In the event Grantee records a document to formally abandon the easement granted herein, all Grantee's rights hereunder shall cease, except the right to remove any and all property placed upon the Easement Property within a reasonable time subsequent to such abandonment.

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, personal representatives, legal representatives, successors (including successors in ownership and estate), assigns and lessees of the Grantor and Grantee.

IN WITNESS WHEREOF, **CITY OF TEMPE**, a municipal corporation, has caused its name to be executed by its duly authorized representative(s), this _____ day of _____, _____.

CITY OF TEMPE,
a municipal corporation

By _____

Its _____

By _____

Its _____

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, _____ by _____ and _____, as _____ and _____, respectively, of **CITY OF TEMPE**, a municipal corporation, on behalf of such municipal corporation.

My Commission Expires:

_____ _____
Notary Public

_____
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 11-1131 and 11-1132 pursuant to the exemptions set forth in A.R.S. Sections 11-1134(A)(2) and (A)(3).

S/JMT:ea/5306Tempeea.