

Staff Summary Report

Council Meeting Date: 01/08/2009

Agenda Item Number: _____

SUBJECT: This is the **second public hearing** to adopt an ordinance authorizing the granting of an electrical "Utility Easement" located at West Lakeside Drive and Rio Salado Parkway to Arizona Public Service by the City of Tempe.

DOCUMENT NAME: 20090108PWCH12 **GRANT OF EASEMENT (0904)**
ORDINANCE NO. 2008.71

SUPPORTING DOCS: Yes

COMMENTS: This easement will enable APS to provide electrical power to operate a valve assembly at the Val Vista Waterline Project located at West Lakeside Drive and Rio Salado Parkway.

PREPARED BY: Larry Shobe, Engineering Services Administrator (x8417)

REVIEWED BY: Andy Goh, Deputy PW Manager/City Engineer (x8896)

APPROVED BY: Glenn Kephart, Public Works Manager (x8205)

LEGAL REVIEW BY: Cynthia McCoy, Assistant City Attorney (x2187)

FISCAL NOTE: N/A

RECOMMENDATION: Adopt Ordinance No. 2008.71 and authorize the Mayor to execute any necessary documents.

ORDINANCE NO. 2008.71

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA, AUTHORIZING THE GRANTING OF AN ELECTRICAL UTILITY EASEMENT ON CITY OWNED PROPERTY LOCATED AT WEST LAKESIDE DRIVE AND RIO SALADO PARKWAY.

WHEREAS, it has been determined that electrical power is required to operate a valve assembly on the Val Vista Waterline Project located at West Lakeside Drive and Rio Salado Parkway; and

WHEREAS, the City of Tempe wishes to grant an electrical utility easement for the construction and maintenance of facilities for the transmission of electrical power to Arizona Public Service on a portion of City-owned property, as described in Exhibit "A" attached hereto.

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

Section 1. That the City of Tempe does hereby authorize the granting of an electrical utility easement to Arizona Public Service on the property described on, and in the form attached hereto as, Exhibit "A".

Section 2. The Mayor or his designee is authorized to execute any documents that may be necessary to carry out the provisions of this Ordinance, including without limitation the attached easements.

Section 3. Pursuant to City Charter, Section 2.12, ordinances are effective thirty (30) days after adoption.

Ordinance No. 2008.71
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PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF TEMPE,
ARIZONA this _____ day of JANUARY, 2009.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Recorded at the request of CITY OF TEMPE

When recorded, return to:

City of Tempe Basket

AFFIDAVIT AND FEE EXEMPT
PURSUANT TO ARS SECTION 11-1134.A-3.

NE1/4-Section16-T1N-R4E
J# 08-300-002-00

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GRANT OF UTILITY EASEMENT

CITY OF TEMPE, a municipal corporation of the State of Arizona, (hereinafter called "Grantor"), is the owner of the following described real property located in Maricopa County, Arizona (hereafter called "Grantor's Property"):

"That part of Section Sixteen (16) lying north of Lots Two (2) to Fifty (50) inclusive, excepting the North Half of the North Half and all existing rights-of-way, Section Sixteen (16) Township One North, Range Four (4) East, G & S R B & M., as shown on State Plat Nine (9), Recorded in Book of Maps Twenty-Three (23), Page Forty-Eight (48), Maricopa County."

Grantor, for and in consideration of One Dollar (\$1.00) and other valuable consideration, does hereby grant and convey to **ARIZONA PUBLIC SERVICE COMPANY**, an Arizona corporation, (hereinafter called "Grantee"), and to its successors and assigns, a non-exclusive right, privilege, and easement at locations and elevations, in, upon, over, under, through and across, a portion of Grantor's Property described as follows (herein called the "Easement Premises"):

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Grantee is hereby granted the right to: construct, reconstruct, replace, repair, operate and maintain electrical lines, together with appurtenant facilities and fixtures for use in connection therewith, for the transmission and distribution of electricity to, through, across, and beyond Grantor's Property; install, operate and maintain cables, conduits, fixtures and facilities to the extent required to supply electricity or for Grantee's own use in connection with supplying electricity (said electrical lines, facilities and fixtures collectively herein called "Grantee Facilities"; and utilize the Easement Premises for all other purposes connected therewith.

Grantee is hereby granted the right, but not the obligation, to trim, prune, cut, and clear away trees, brush, shrubs, or other vegetation on, or adjacent to, the Easement Premises whenever in Grantee's judgment the same shall be necessary for the convenient and safe exercise of the rights herein granted.

Grantee shall at all times have the right of full and free ingress and egress to and along the Easement Premises for the purposes herein specified.

Grantor shall not locate, erect or construct, or permit to be located, erected or constructed, any building or other structure or drill any well within the limits of the Easement Premises; nor shall Grantor plant or permit to be planted any trees within the limits of the Easement Premises without the prior written consent of Grantee. However, Grantor reserves the right to use the Easement Premises for purposes that are not inconsistent with Grantee's easement rights herein conveyed and which do not interfere with or endanger any of the Grantee Facilities, including, without limitation, granting others the right use all or portions of the Easement Premises for utility or roadway purposes and constructing improvements within the Easement Premises such as paving, sidewalks, landscaping, and curbing. Notwithstanding the foregoing, Grantor shall not have the right to lower by more than one foot or raise by more than two feet the surface grade of the Easement Premises, and in no event shall a change in the grade compromise Grantee's minimum cover requirements or interfere with Grantee's operation, maintenance or repair.

Grantor shall maintain a clear area that extends 2 feet from and around all edges of all transformer pads and other equipment pads, 3 feet from and around all edges of all switching cabinet pads and clear operational area that extends 10 feet immediately in front of all transformer, switching cabinet and other equipment openings, as shown on Exhibit "B". No obstructions, trees, shrubs, fixtures, or permanent structures shall be placed by Grantor within said areas.

Grantee agrees that following any installation, excavation, maintenance, repair, or other work by Grantee within the Easement Premises, the affected area will be restored by Grantee to as close to original condition as is reasonably possible, at the expense of Grantee.

The easement granted herein shall not be deemed abandoned except upon Grantee's execution and recording of a formal instrument abandoning the easement.

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, successors in ownership and estate, assigns and lessees of Grantor and Grantee.

EXHIBIT "A"

Legal Description

A tract of land for power line easement purposes in the Northeast quarter of Section 16, Township 1 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona described as follows;

Beginning at a bar and cap stamped "RLS 19344" which is the Northwest corner of "Amended Plat of 525 Town Lake Condominium" recorded in book 831, page 7, Maricopa County Recorders Office and also the Northeast corner of property described in Instrument 20070075237, recorded in the Maricopa County Recorders Office;

Thence Westerly S 80°27'22" W, a distance of 8.69 feet;

Thence Northwesterly N 45°51'52" W, a distance of 87.69 feet;

Thence Easterly along a non-tangent curve to the right which has a radius of 1,850.00 feet, a central angle of 00°18'44" , a length of 10.08 feet, and a chord which bears N 81°35'50" E;

Thence Southeasterly S 45°51'52" E, a distance of 85.70 feet;

Thence Southerly S 00°51'08" E, a distance of 1.41 feet, to the POINT OF BEGINNING.

Containing 700 square feet, 0.02 acres, more or less.

The attached Exhibit is to be included and made part of this description.

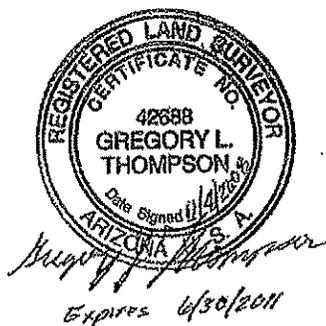
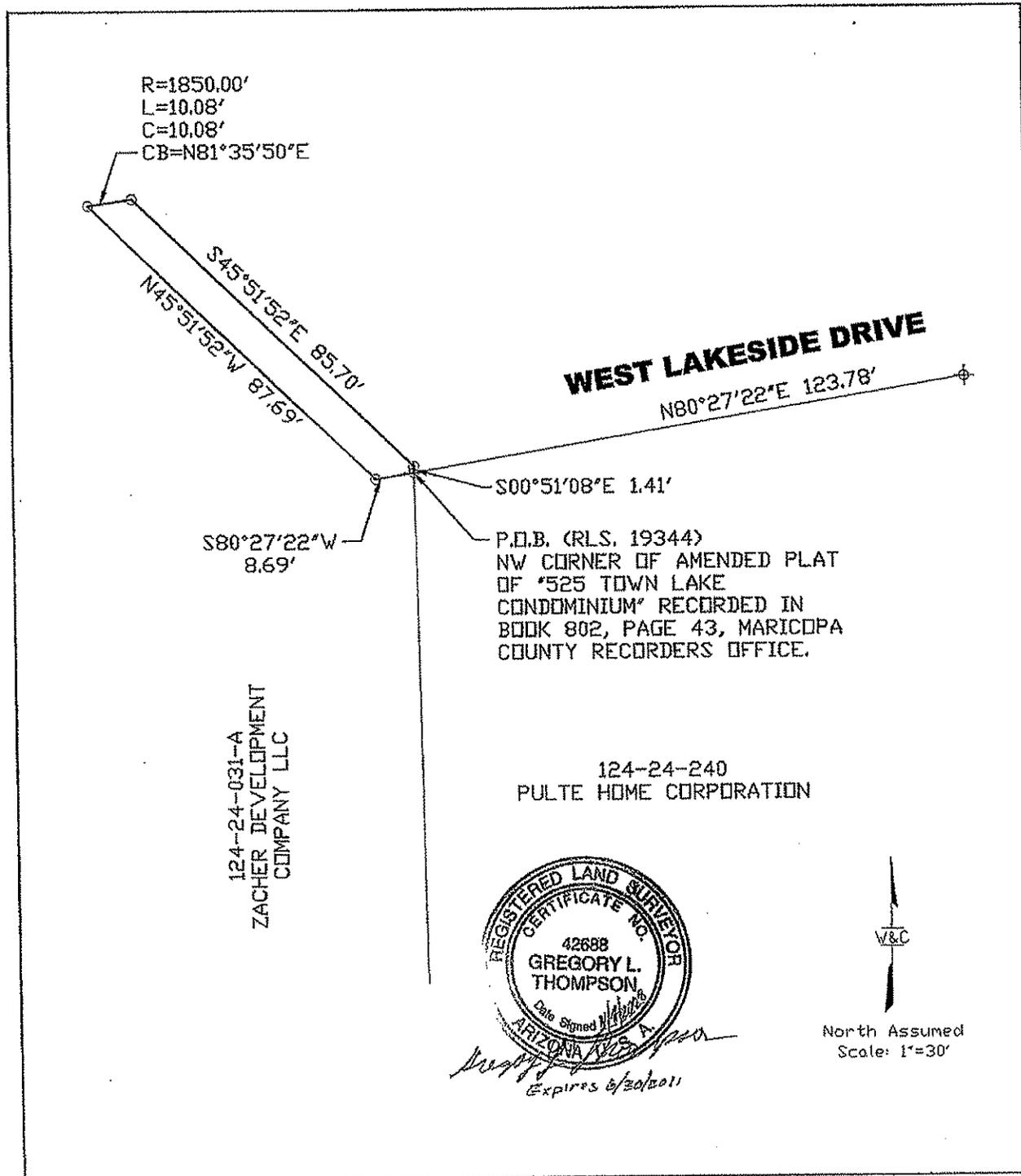


EXHIBIT "A"



124-24-031-A
ZACHER DEVELOPMENT
COMPANY LLC

P.O.B. (R.L.S. 19344)
NW CORNER OF AMENDED PLAT
OF '525 TOWN LAKE
CONDOMINIUM' RECORDED IN
BOOK 802, PAGE 43, MARICOPA
COUNTY RECORDERS OFFICE.

124-24-240
PULTE HOME CORPORATION



North Assumed
Scale: 1"=30'

SCALE: 1"=30'
JOB NO: 08-300-002-00
DATE: 11/03/08
REVISION:
SHEET: 2 OF 2
FIELD WORK COMPLETED:

APS ELECTRIC
EASEMENT

VAL VISTA TRANSMISSION
LINE CITY OF PHOENIX

WILSON
ENGINEERS
Suite 290
9633 S. 48th Street
Phoenix, Arizona 85044
480-893-8860