

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

CC: 21C
Amend No. _____

Date Prepared: September 26, 2007 Council Meeting Date: October 16, 2007

TO: Terry Ellis, City Manager
FROM:  David A. Moody, P. E., Engineering Director
PREPARED BY: Kristine Luna, Real Property Administrator 
SUBJECT: Adopt a Resolution authorizing the execution of an easement for an Electric Utility Easement associated with a new transformer and underground utilities at the City reservoir site located at Grand Avenue and Stone Street.

RECOMMENDATION:

That the Mayor and Council adopt a Resolution authorizing the City Manager to execute an electric utility easement to Arizona Public Service for a new transformer and related underground power at the Stone Reservoir site.

SUMMARY:

Arizona Public Service has requested an easement from the City related to installing a new transformer to serve the existing Stone Reservoir at Grand Avenue and Stone Street. The requested easement is a 13.5 X 56 foot rectangle located on the easterly edge of the City owned property.

There are no costs associated with the granting of this easement.

ATTACHMENT(s):

1. Resolution

CITY CLERK USE ONLY:

- Consent Agenda
- Carry Over to Date: _____
- Approved
- Unfinished Business (Date heard previous: _____)
- New Business
- Public Hearing: No Action Taken

ORD. # _____ RES. # 07-149
LCON# _____ LIC. #
Action Date:

RESOLUTION NO. 07-149

RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, ARIZONA, AUTHORIZING THE GRANTING OF A PUBLIC UTILITY EASEMENT, ASSOCIATED WITH THE INSTALLATION OF A NEW TRANSFORMER AT THE STONE RESERVOIR LOCATED AT GRAND AVENUE AND STONE STREET.

WHEREAS, Arizona Public Service has requested the dedication of an easement for electric utilities over City owned property and it is in the best interests of the City of Peoria to grant said easement.

WHEREAS, Pursuant to Article I, Section III of the Peoria City Charter, the City Council may convey any right, title or interest in any real property in such terms as the City Council determines to be appropriate and necessary; and

WHEREAS, Pursuant to the Peoria City Charter and in accordance with the findings set forth above, the Mayor and Council of the City of Peoria consent to the granting of an easement for electric utilities, and authorize the City Manager to execute the document; and

THEREFORE, BE IT RESOLVED that the Mayor and Council of the City of Peoria, Arizona authorize the granting of these land rights to Arizona Public Service Company, and authorize the City Manager to execute the document.

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PASSED AND ADOPTED by the Mayor and Council of the City of Peoria
this 16th day of October, 2007.

Bob Barrett, Mayor

ATTEST:

Mary Jo Kief, City Clerk

APPROVED AS TO FORM:

Stephen M. Kemp, City Attorney

ATTACHMENT:

1. APS Utility Easement

SE22-3N-1E
W297631
APN #142-42-039
SMR

UTILITY EASEMENT

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

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

Grantor, for and in consideration of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, 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 "B" 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 telecommunication wires, cables, conduits, fixtures and facilities incidental to supplying electricity or for Grantee's own use (said electrical and telecommunication lines, facilities and fixtures collectively herein called "Grantee Facilities"); utilize the Easement Premises for all other purposes connected therewith; and permit the installation of the wires, fixtures, conduits, or cables of any other company.

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.

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SMR**

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 to 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 three (3) feet from and around all edges of all transformer pads and other equipment pads, and a clear operational area that extends ten (10) feet immediately in front of all transformer and other equipment openings. 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.

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IN WITNESS WHEREOF, The City of Peoria, Arizona, an Arizona municipal corporation, has caused this Utility Easement to be executed by its duly authorized representative, this ____ day of _____, 2007.

CITY OF PEORIA, ARIZONA, an Arizona
municipal corporation

By: Terrence L. Ellis
Its: City Manager

APPROVED AS TO FORM:

Grantor Signature

City Attorney

ATTEST:

City Clerk

STATE OF ARIZONA }
 } ss.
County of Maricopa }

This instrument was acknowledged before me this ____ day of _____, 2007 by Terry Ellis, City Manager for the City of Peoria, Arizona, an Arizona municipal corporation.

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

My Commission Expires:

Notary Public

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EXHIBIT "A"

A portion of the Southeast quarter of Section 22, Township 3 North, Range 1 East of the Gila and Salt River Meridian, Maricopa County, Arizona, being more particularly described as follows:

COMMENCING at the Southeast corner of Section 22, Township 3 North, Range 1 East of the Gila and Salt River Meridian, Maricopa County, Arizona;

Thence Northerly along the East line of said Section 22 a distance of 808.45 feet;

Thence South 89 degrees 10 minutes West a distance of 273.00 feet to the TRUE POINT OF BEGINNING;

Thence continuing South 89 degrees 10 minutes West a distance of 60.00 feet;

Thence North a distance of 120.00 feet;

Thence North 89 degrees 10 minutes East a distance of 120.00 feet;

Thence South a distance of 120.00 feet to the TRUE POINT OF BEGINNING.

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EXHIBIT "B"

COMMENCING at the Southeast corner of Section 22, Township 3 North, Range 1 East of the Gila and Salt River Meridian, Maricopa County, Arizona;

Thence Northerly along the East line of said Section 22 a distance of 808.45 feet;

Thence South 89 degrees 10 minutes West a distance of 273.00 feet to the Southeast corner of the parcel described in EXHIBIT "A"; attached hereto and made a part hereof;

Thence North along the east line of said parcel a distance of 64.00 feet to the TRUE POINT OF BEGINNING of the easement herein described;

Thence continuing North a distance of 56.00 feet to the Northeast corner of said parcel;

Thence South 89 degrees 10 minutes West a distance of 13.50 feet;

Thence South parallel with and 13.50 feet West of the East line of said parcel a distance of 56.00 feet;

Thence North 89 degrees 10 minutes East, a distance of 13.50 feet to the TRUE POINT OF BEGINNING.

Said easement being 0.017 acres more or less.



City of Peoria
 Utilities Department
 Water Resources & Conservation
 Geographic Information System



Stone Reservoir
APS Easement



STONE ST

13.5' X 56'
 APS EASEMENT

SANTA FERR

GRANDAY

CATA AV