

VISTANCIA COMMUNITY FACILITIES DISTRICT  
PEORIA, ARIZONA  
DISTRICT COMMUNICATION

DC: 2R  
Amend No. \_\_\_\_\_

Date Prepared: September 12, 2007

Council Meeting Date: October 2, 2007

TO: Terry Ellis, District Manager  
FROM:  David A. Moody, P.E., Engineering Director  
PREPARED BY: Kristine Luna, Real Property Administrator 

SUBJECT: Adoption of a resolution authorizing the granting of two electrical easements to Arizona Public Service Company for electrical facilities at Vistancia Wells 3 and 7.

**RECOMMENDATION:**

That the District Board adopt a resolution authorizing the District Manager to grant two easements to Arizona Public Service Company for electrical facilities at Vistancia Wells 3 and 7.

**SUMMARY:**

Vistancia Wells 3 and 7 are being constructed as part of the required water production facilities which are needed to supply drinking water for the Vistancia Development (see Exhibit A). Arizona Public Service Company (APS) requires easements as a condition for providing electric service to the sites. The purpose of the easements is for electrical facilities including underground electric lines and pad mounted transformers, the dimensions and locations of which are described in the attached exhibits.

**ATTACHMENT (s):**

Exhibit "A" Site Location Map  
Exhibit "B" Resolution  
Exhibit "C" Easements

**CITY CLERK USE ONLY:**

- Consent Agenda
- Carry Over to Date: \_\_\_\_\_
- Approved
- Unfinished Business (Date heard previous: \_\_\_\_\_)
- New Business

ORD. # \_\_\_\_\_ RES. # VCFD 07-03  
LCON# \_\_\_\_\_ LIC. # \_\_\_\_\_  
Action Date: \_\_\_\_\_

RESOLUTION NO. VCFD 07-03

RESOLUTION OF THE VISTANCIA COMMUNITY FACILITIES DISTRICT BOARD, AUTHORIZING THE GRANTING OF TWO EASEMENTS TO ARIZONA PUBLIC SERVICE COMPANY FOR ELECTRICAL FACILITIES AT VISTANCIA WELLS 3 AND 7.

WHEREAS, Arizona Public Service has requested the District Board to grant two electric utility easements to accommodate the installation of underground power and related facilities for Vistancia Wells 3 and 7, located in the vicinity of El Mirage and Vistancia Boulevard (see Exhibit A); and

WHEREAS, pursuant to Arizona Revised Statutes Section 48-709(A)(3), the District Board may convey any right, title or interest in any District real property in such terms as the District Board determines to be appropriate and necessary; and

WHEREAS, pursuant to State law and in accordance with findings that granting the easements are appropriate and necessary, the District Board consents to the granting of two Electrical Easements to Arizona Public Service Company and authorizes the District Manager to execute all documents; and

THEREFORE, BE IT RESOLVED that the District Board of the Vistancia Community Facilities District authorizes the granting of two electrical easements to Arizona Public Service Company, and authorizes the District Manager to execute the easements.

Resolution No. VCFD 07-03  
Page 2 of 2  
APS Utility Easements, Vistancia Wells 3 & 7  
October 2, 2007

PASSED AND ADOPTED by the District Board of the Vistancia Community  
Facilities District this 2<sup>nd</sup> day of October, 2007.

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Bob Barrett, Mayor

ATTEST:

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Mary Jo Kief, District Clerk

APPROVED AS TO FORM:

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Stephen M. Kemp, District Attorney

ATTACHMENTS:

1. 2 easements

# EXHIBIT A

Vistancia Well #7



VISTANCIA BL

EL MIRAGE RD

Vistancia Well #3



JOMAX RD



## UTILITY EASEMENT

SE 1/4 SEC. 15  
T-5N, R-1W  
W355607  
SURVEY 480/20  
RT

VISTANCIA COMMUNITY FACILITIES DISTRICT, a community facilities district duly organized and validly existing, pursuant to the laws of the State of Arizona, (hereinafter called "Grantor"), is the owner of the following described real property located in Maricopa County, Arizona (hereinafter called "Grantor's Property"):

A parcel of land being all of Tract "E5" as shown on the plat of Desert Bloom at Trilogy at Vistancia Parcel C31 recorded in Book 664, Page 01, Maricopa County Records, lying within the Southeast Quarter of Section 35, Township 5 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Beginning at a southeast corner of Tract "E3" as shown on said C31 plat (the northeast corner of said Tract "E5") from which point the northeast corner of said Tract "E3" bears N 00°00'57"W a distance of 111.33 feet;

Thence S 00°00'57"E, along the east line of said Tract "E5", a distance of 90.00 feet;

Thence N 90°00'00"W, leaving said east line, a distance of 71.00 feet;

Thence N 00°01'03"W a distance of 90.00 feet;

Thence S 90°00'00"E a distance of 71.00 feet to the Point of Beginning.

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 "A" ATTACHED HERETO AND MADE A PART HEREOF

VISTANCIA WELL 3

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.

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 2.00 feet from and around all edges of all transformer pads and 3.00 feet from and around all other pads, and a clear operational area that extends 10.00 feet immediately in front of all transformers 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.

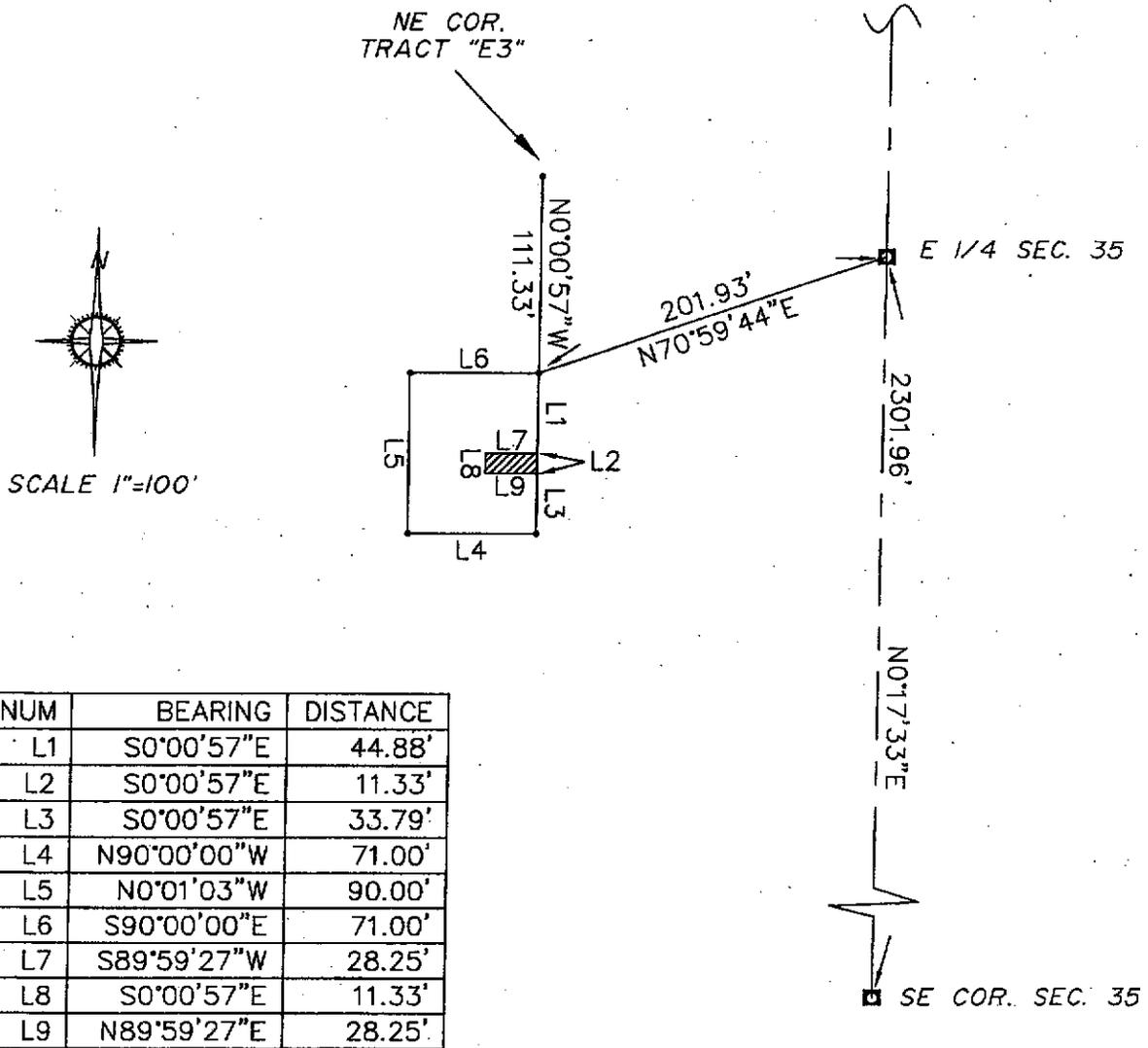
The easement granted herein shall not be deemed abandoned except upon Grantee's execution and recording of a formal instrument abandoning the easement.

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.



# EXHIBIT "A"

SKETCH SHOWING LOCATION AND LIMITS OF  
UTILITY EASEMENT



THE PURPOSE OF THIS EXHIBIT IS TO DEPICT THE DIMENSIONS AND APPROXIMATE LOCATION AND ALIGNMENT OF THE ELECTRIC LINE AND TRANSFORMER. THE LOCATION AND ALIGNMENT OF THE ELECTRIC LINE AND TRANSFORMER AS ACTUALLY CONSTRUCTED SHALL TAKE PRECEDENCE OVER THE LOCATION AND ALIGNMENT SHOWN ON THIS EXHIBIT.

### LEGEND

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

JOB# W355607	DATE: 9/04/07
SE 1/4 SEC 15	T 5N R 1W
SCALE: 1" = 100'	MAP 480/20
R/W: RICHARD TAFT	
SURVEY: TAFT-OLSON	
DRAWN BY: RICHARD TAFT	

## UTILITY EASEMENT

SE 1/4 SEC. 25  
T-5N, R-1W  
W355608  
SURVEY 480/13  
RT

VISTANCIA COMMUNITY FACILITIES DISTRICT, a community facilities district duly organized and validly existing, pursuant to the laws of the State of Arizona, (hereinafter called "Grantor"), is the owner of the following described real property located in Maricopa County, Arizona (hereinafter called "Grantor's Property"):

A parcel of land lying within the Southwest quarter of Section 25, Township 5 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the South quarter corner of said Section 25 (GLO Brass Cap), from which point the Southwest corner (GLO Brass Cap) thereof bears N 89°30'44"W a distance of 2646.01 feet;

Thence N 52°44'47"W a distance of 398.29 feet to the Point of Beginning;

Thence S 89°47'14"E a distance of 80.33 feet;

Thence N 00°12'46"E a distance of 80.33 feet;

Thence S 89°47'14"E a distance of 80.33 feet;

Thence S 00°12'46"W a distance of 80.33 feet to the Point of Beginning.

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 "A" ATTACHED HERETO AND MADE A PART HEREOF

VISTANCIA WELL 7

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.

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 2.00 feet from and around all edges of all transformer pads and 3.00 feet from and around all other pads, and a clear operational area that extends 10.00 feet immediately in front of all transformers 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.

IN WITNESS WHEREOF, VISTANCIA COMMUNITY FACILITIES DISTRICT, has caused this Utility Easement to be executed by its duly authorized representative, this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

**VISTANCIA COMMUNITY FACILITIES DISTRICT**

By: \_\_\_\_\_

Its: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

STATE OF Arizona }  
County of Maricopa } ss.

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_ by \_\_\_\_\_

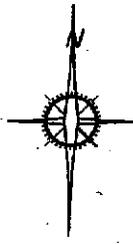
IN WITNESS WHEREOF I hereunto set my hand and official seal.

My Commission Expires: \_\_\_\_\_

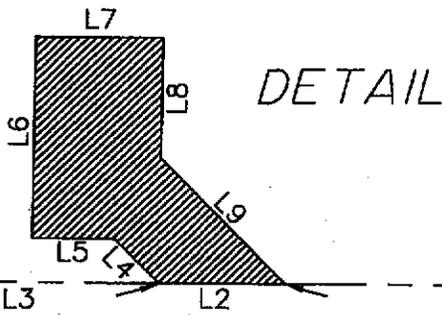
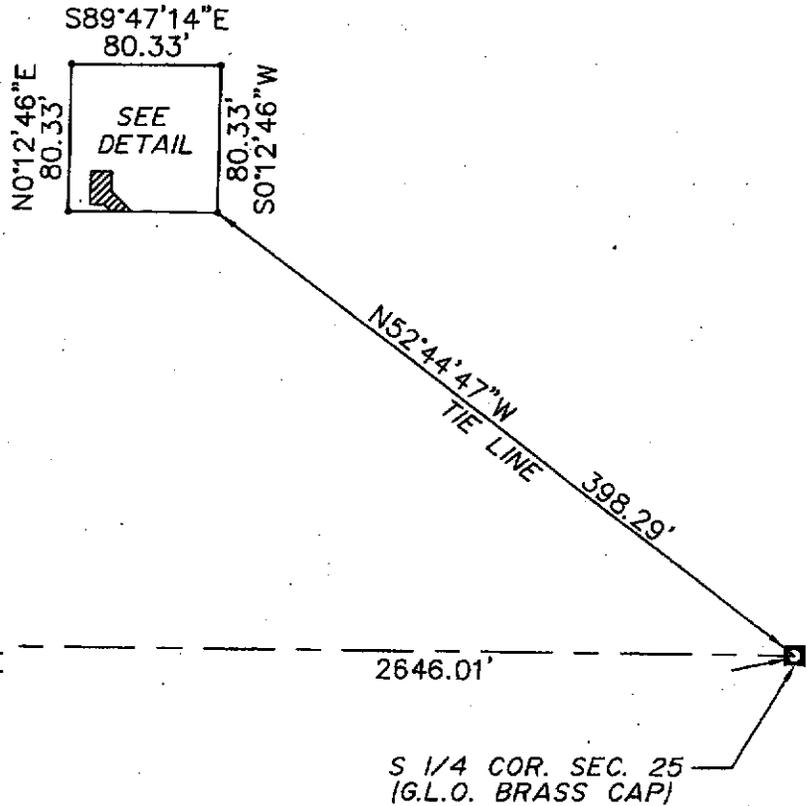
\_\_\_\_\_  
Notary Public

# EXHIBIT "A"

SKETCH SHOWING LOCATION AND LIMITS OF  
UTILITY EASEMENT



SCALE 1"=100'



NUM	BEARING	DISTANCE
L1	N89°47'14"W	45.65'
L2	N89°47'14"W	11.36'
L3	N89°47'14"W	23.32'
L4	N45°00'00"W	5.68'
L5	N89°47'14"W	7.29'
L6	N0°12'46"E	18.25'
L7	S89°47'14"E	11.33'
L8	S0°12'46"W	10.98'
L9	S45°00'00"E	15.99'

**LEGEND**

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

JOB# W355608	DATE: 8/31/07
SE 1/4 SEC 25 T 5N R 1W	
SCALE: 1"= 100'	MAP 480/13
R/W: RICHARD TAFT	
SURVEY: TAFT-OLSON	
DRAWN BY: RICHARD TAFT	