

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATIONS**

CC: 6c
Amend No. _____

Date prepared: January 2, 2009

Council Meeting Date: February 3, 2009

TO: Carl Swenson, City Manager

THROUGH: Susan Daluddung, Deputy City Manager 

FROM: Andrew Granger, P.E., Engineering Director 

PREPARED BY: Kristine Luna, Real Property Administrator 

SUBJECT: Adoption of a Resolution authorizing the execution of seven individual Irrigation Easements for Salt River Project Agricultural Improvement and Power District on 67th Avenue between Cactus and Thunderbird Roads.

RECOMMENDATION:

Discussion and possible action to adopt a Resolution authorizing the City Manager to execute seven Irrigation Easements for Salt River Project Agricultural Improvement and Power District (SRP) for underground irrigation pipe and related irrigation structures to be reconstructed or relocated as part of roadway improvements on 67th Avenue between Cactus and Thunderbird Roads.

SUMMARY:

The City of Glendale will be constructing roadway improvements on 67th Avenue between Olive Avenue and Thunderbird Road this calendar year. The project will require the relocation or reconstruction of several stretches of irrigation pipe and related irrigation structures between Cactus and Thunderbird Roads. The irrigation facilities must be relocated outside the travel lanes of 67th Avenue in right of way that is within the City of Peoria city limits. This stretch of 67th Avenue is the dividing line between Peoria and Glendale, the area west of the travel lanes is within the Peoria City limits.

Staff requests that the Mayor and Council adopt the attached Resolution authorizing the City Manager to execute the attached irrigation easements.

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. # 09-24
LCON# _____ LIC. # _____
Action Date: _____

Council Communication
67th Avenue - SRP Irrigation Easements
February 3, 2009
Page 2

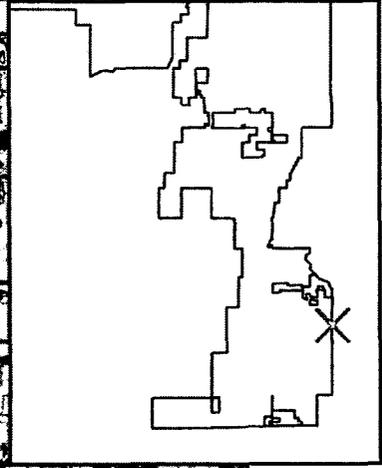
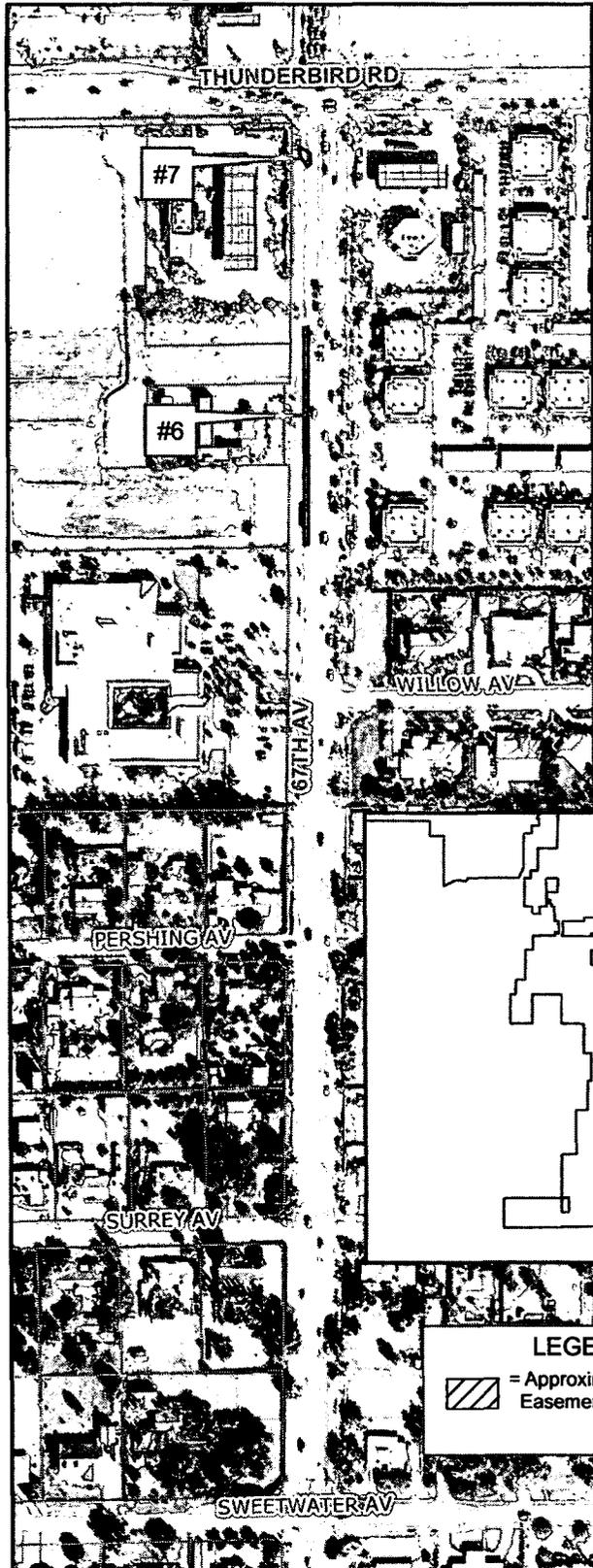
FISCAL NOTE:

There are no fiscal impacts to the City associated with granting these easements.

ATTACHMENTS:

1. Site Location Map
2. Resolution

Site Location Map



LEGEND
 = Approximate Easement locations



Cactus Road to Thunderbird Road SRP Irrigation Easements

Note: This map is based on imprecise source data, subject to change and for GENERAL REFERENCE ONLY

RESOLUTION NO. 09-24

RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, ARIZONA, AUTHORIZING THE GRANTING OF IRRIGATION EASEMENTS TO THE SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT FOR IRRIGATION FACILITIES.

WHEREAS, Salt River Project Agricultural Improvement and Power District, a Political Subdivision of the State of Arizona (SRP) was requested, by the City of Glendale to reconstruct and relocate certain irrigation pipes and related irrigation structures to accommodate roadway improvements on 67th Avenue between Cactus Road and Thunderbird Road. SRP has requested that the City of Peoria grant easements for these irrigation facilities which will be located within City right of way.

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 these Irrigation Easements to Salt River Agricultural and Power Improvement District, 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 the attached Irrigation Easements to Salt River Project Agricultural and Power District, and authorize the City Manager to execute the easements.

Resolution No. 09-24
SRP Irrigation Easements – 67th Avenue
February 3, 2009
Page 2

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria
this 3rd day of February, 2009.

Bob Barrett, Mayor

ATTEST:

Mary Jo Kief, City Clerk

APPROVED AS TO FORM:

Stephen M. Kemp, City Attorney

ATTACHMENT:

1. Irrigation Easements

WHEN RECORDED MAIL TO:

SALT RIVER PROJECT
Land Department/PAB348
P. O. Box 52025
Phoenix, Arizona 85072-2025

IRRIGATION EASEMENT

Maricopa County
67th Avenue & Cactus

R/W # 58 Agt. CSV
Job # RD-42571
W CSV C JAG

KNOW ALL MEN BY THESE PRESENTS:

That

CITY OF PEORIA, ("Grantor"),
a municipal corporation

FOR AND IN CONSIDERATION OF THE SUM of One Dollar, and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant to the **SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT**, ("Grantee"), an agricultural improvement district organized and existing under the laws of the State of Arizona, its successors and assigns, the right, easement and privilege to construct, reconstruct, operate and maintain an irrigation pipeline and irrigation turnout structure together with all the necessary and appurtenant facilities through, over, under and across the following described property:

Exhibit "A" attached hereto and made by reference a part hereof.

Grantor shall not convey any easements or grant any permits within the easement areas in which the facilities do not comply with the specifications shown in Exhibit B attached hereto and by this reference made a part hereof.

Grantor shall not erect, construct or permit to be erected or constructed any building or other structure, plant any trees, drill any well, install swimming pools, or alter ground level by cut or fill, within the limits of said rights of way, which do not comply with said Exhibit B.

Grantee shall have the right, but not the obligation, to erect, maintain and use gates in all fences which now cross said rights of way and to trim, cut and clear away trees or brush whenever in its judgment the same shall be necessary for the convenient and safe exercise of the rights hereby granted.

The Grantee shall at all times have the right of full and free ingress and egress to said easement for the purpose heretofore specified.

Grantor and Grantee acknowledge that from time to time Grantee may find it necessary to construct, reconstruct, operate and maintain irrigation facilities and appurtenant conveniences lying within the easement areas.

Grantor shall pay Grantee all costs and expenses of any relocation of the irrigation facilities requested by Grantor, including but not limited to, the relocation of the facilities into the easement area described above.

In the event the right, privilege and easement herein granted shall be abandoned and permanently cease to be used for the purpose herein granted, all rights herein granted shall cease and revert to the Grantors, their heirs or assigns.

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, successors in ownership and estate, assigns and lessees of the respective parties hereto.

Notwithstanding any of the aforesaid provisions, the easement rights granted herein shall be further subject to the following covenants, restrictions and conditions:

1. Grantor reserves the right to construct, install, operate, maintain, repair, replace and reinstall surface parking areas, driveways, roadways, sidewalks, curbs and gutters, landscaping, irrigation lines and street lighting on the surface of the easement areas.
2. Grantor reserves the right to construct and install public utilities, and to grant easements and permits for public utility purposes, in, upon, under, over and across the easement areas subject to compliance with the specifications shown in Exhibit B attached hereto and by this reference made a part hereof.
3. In the event that any repair, maintenance, replacement or installation of the irrigation facilities and appurtenant conveniences will cause a disturbance or a disruption of any public street or paved roadway, Grantee shall notify Grantor, pursuant to existing practices, before Grantee undertakes any such action. In the event of an emergency, Grantee shall have use of any public street or paved roadway as it reasonably deems necessary and appropriate to correct, repair, replace or reconstruct irrigation facilities affected by the emergency and notify Grantor, pursuant to existing practices, as soon as practical after responding to the emergency. Grantee shall provide for advance warning signs, barricades, flagmen, flares, and other devices when necessary to protect the roadway user as set forth in the "Manual on Uniform Traffic Control Devices" and any amendments and/or revisions thereto.
4. Grantor shall warrant and defend the rights, easements and privileges hereby granted and the priority of this easement against all persons whomsoever.



EXHIBIT "A"

**LEGAL DESCRIPTION FOR
SALT RIVER PROJECT PIPELINE EASEMENT
WITHIN THE CITY OF PEORIA**

That portion of the Northeast quarter of Section 24, 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 Northeast corner of said Section 24 (brass cap in handhole) from which the East quarter corner of said Section 24 (brass cap in handhole) bears South 00°31'36" West, 2639.97 feet;

thence South 00°31'36" West, 19.84 feet along the East line of said Northeast quarter of Section 24;

thence departing said East line North 89°28'24" West, 40.00 feet to the City Limit line common to the City of Peoria and the City of Glendale and the POINT OF BEGINNING;

thence South 00°31'36" West, 3.39 feet along said common City Limit line;

thence North 88°46'47" East, 9.66 feet continuing along said common line;

thence departing said line South 08°49'32" West, 59.96 feet;

thence South 00°31'36" West, 4.64 feet;

thence North 78°58'48" East, 10.31 feet;

thence South 11°01'12" East, 20.00 feet;

thence South 78°58'48" West, 21.56 feet;

thence South 32°48'51" East, 43.74 feet;

thence South 57°11'09" West, 20.00 feet;

thence North 32°48'51" West, 47.87 feet to the West right of way of North 67th Avenue;

thence North 00°31'36" East, 34.29 feet along said West right of way;

thence North 45°20'49" West, 0.42 feet continuing along said right of way;

thence departing said right of way North 00°31'36" East, 18.88 feet;

thence South 89°28'24" East, 3.30 feet to the West line of that certain parcel described in Instrument No. 88-0599497;



thence South 00°31'36" West, 44.10 feet along said West line to the Southwest corner of said certain parcel;

thence North 88°46'47" East, 7.00 feet along the South line of said certain parcel to the Southeast corner of said certain parcel;

thence North 00°31'36" East, 40.04 feet along the East line of said certain parcel to a corner of said certain parcel;

thence North 45°20'49" West, 5.53 feet along an easterly line of said parcel;

thence departing said easterly line South 89°28'24" East, 2.59 feet;

thence North 08°49'32" East, 44.91 feet;

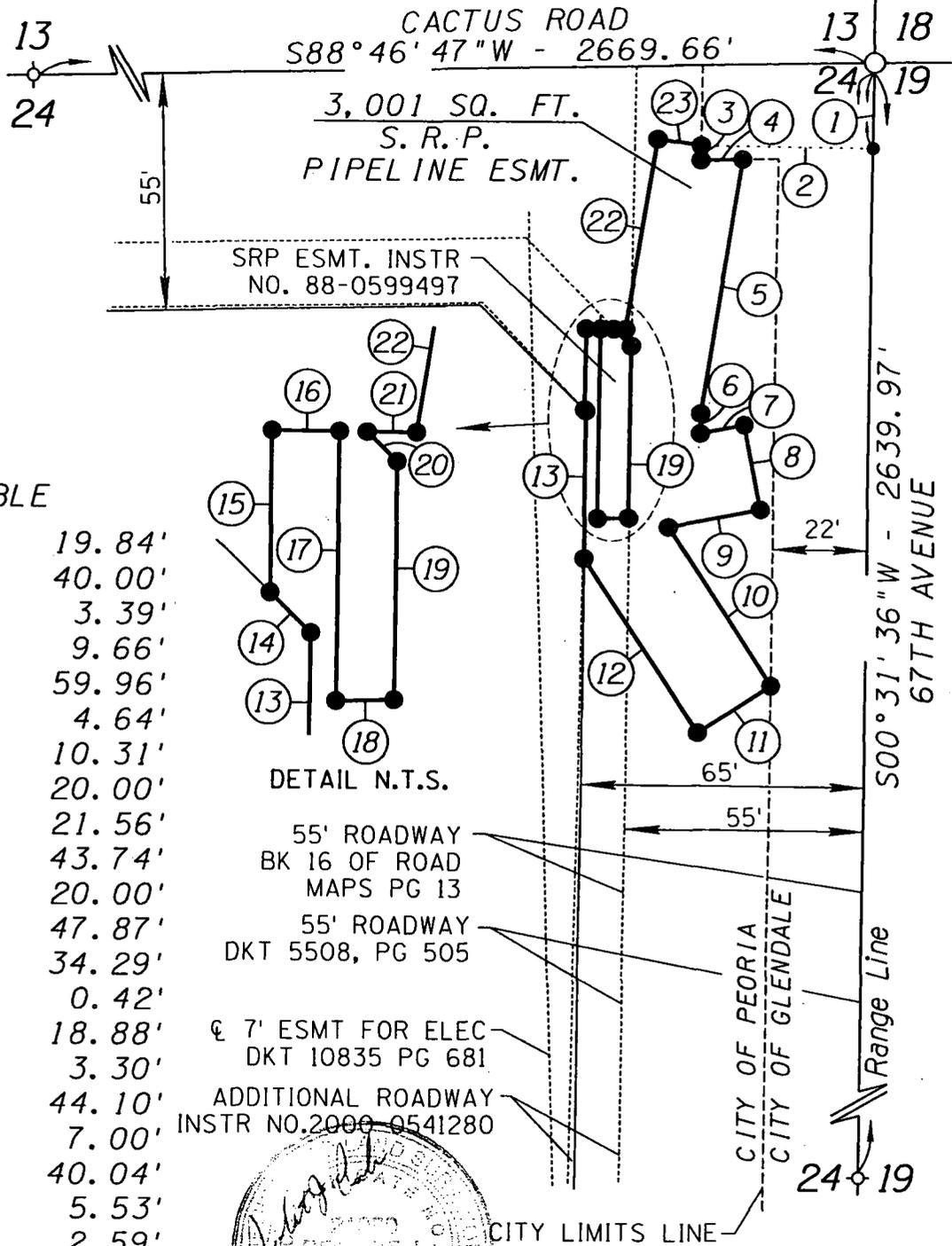
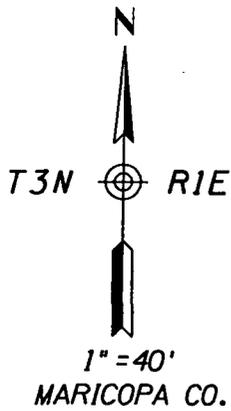
thence South 81°10'28" East, 10.00 feet to said common City Limit line and the POINT OF BEGINNING;

Said Salt River Project Pipeline Easement contains 3,001 square feet or 0.0689 acres more or less.



EXHIBIT A1 SALT RIVER PROJECT PIPELINE EASEMENT WITHIN CITY OF PEORIA

A PORTION OF THE NE1/4 OF SECTION 24, T3N, R1E,
G&SRM, MARICOPA COUNTY, ARIZONA



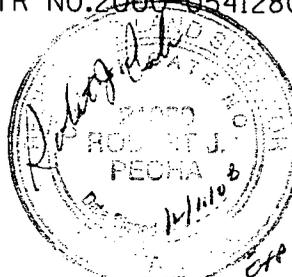
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5	S08°49'32"W	59.96'
6	S00°31'36"W	4.64'
7	N78°58'48"E	10.31'
8	S11°01'12"E	20.00'
9	S78°58'48"W	21.56'
10	S32°48'51"E	43.74'
11	S57°11'09"W	20.00'
12	N32°48'51"W	47.87'
13	N00°31'36"E	34.29'
14	N45°20'49"W	0.42'
15	N00°31'36"E	18.88'
16	S89°28'24"E	3.30'
17	S00°31'36"W	44.10'
18	N88°46'47"E	7.00'
19	N00°31'36"E	40.04'
20	N45°20'49"W	5.53'
21	S89°28'24"E	2.59'
22	N08°49'32"E	44.91'
23	S81°10'28"E	10.00'

DETAIL N.T.S.

55' ROADWAY
BK 16 OF ROAD
MAPS PG 13
55' ROADWAY
DKT 5508, PG 505

± 7' ESMT FOR ELEC
DKT 10835 PG 681
ADDITIONAL ROADWAY
INSTR NO. 2000-0541280



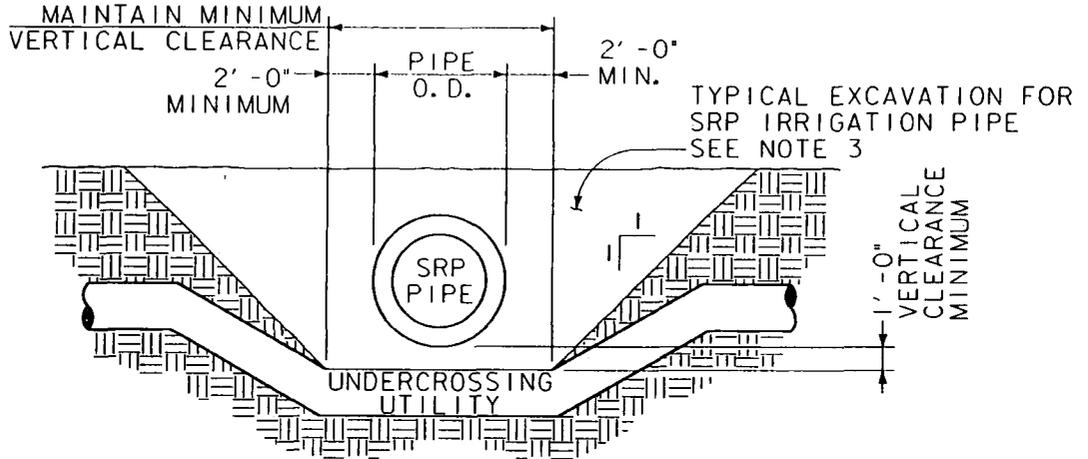
7720 North 16th Street
Suite 100 - Phoenix, AZ
85020 - 602.371.1100

GLENDALE ONBOARD TRANSPORTATION PROGRAM

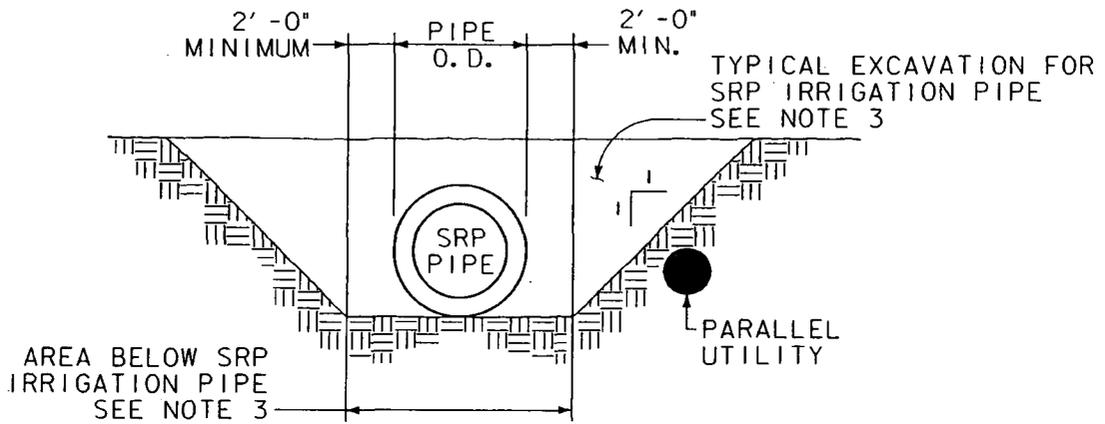
67TH AVE. & CACTUS RD.

EXHIBIT B

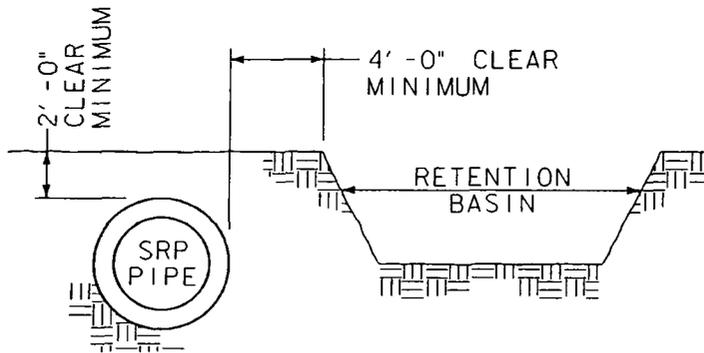
(PAGE 1 OF 2)



PIPELINE - UTILITY CROSSING



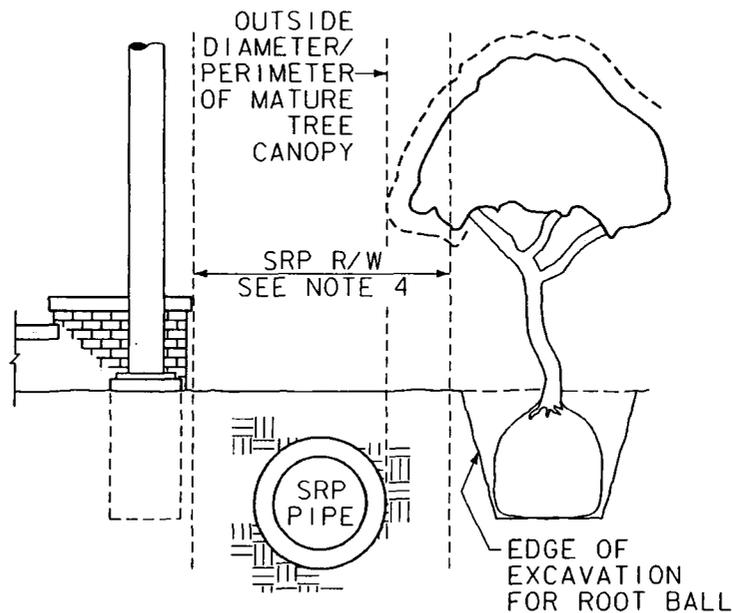
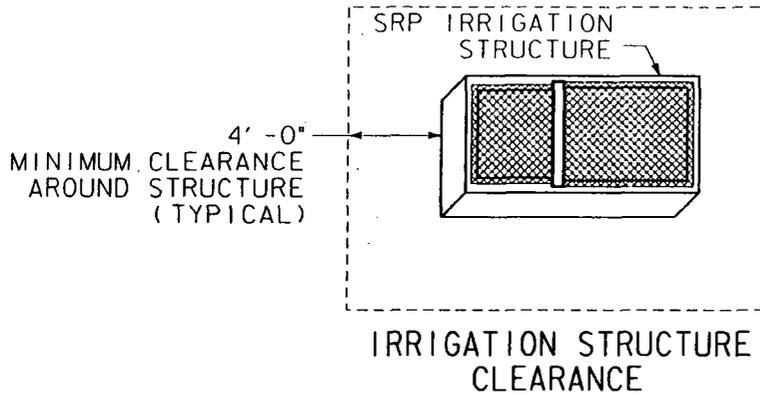
PIPELINE - PARALLEL UTILITY



PIPELINES - RETENTION BASIN

EXHIBIT B

(PAGE 2 OF 2)



PIPELINES - LANDSCAPING

NOTES

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4. SRP MAY LICENSE LIMITED USES OF ITS RIGHT-OF-WAY SUCH AS PARKING, SIDEWALK, LAWN, ETC. POLES, STRUCTURES AND TREES ARE TYPICALLY NOT PERMITTED IN SRP RIGHT-OF-WAY. INCLUDE DESIGN DRAWINGS FOR PROPOSED USE WHEN SUBMITTING REQUEST TO SRP FOR LICENSE.
5. REQUESTS FOR SRP LICENSES ARE HANDLED ON A CASE-BY-CASE BASIS. CONTACT SRP AT 602-236-2962 REGARDING LICENSES FOR SITES LOCATED NORTH OF THE SALT RIVER AND AT 602-236-5799 REGARDING LICENSES FOR SITES SOUTH OF THE SALT RIVER.

WHEN RECORDED MAIL TO:

SALT RIVER PROJECT

Land Department/PAB348
P. O. Box 52025
Phoenix, Arizona 85072-2025

IRRIGATION EASEMENT

Maricopa County
67th Avenue - Olive to Thunderbird

R/W # 533 Agt. CSV
Job # RD-42571
W CSV C JAG

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FOR AND IN CONSIDERATION OF THE SUM of One Dollar, and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant to the **SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT**, ("Grantee"), an agricultural improvement district organized and existing under the laws of the State of Arizona, its successors and assigns, the right, easement and privilege to construct, reconstruct, operate and maintain an irrigation pipeline and irrigation turnout structure together with all the necessary and appurtenant facilities through, over, under and across the following described property:

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EXHIBIT "A"

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WITHIN THE CITY OF PEORIA**

That portion of the Southeast quarter of Section 13, 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 said Section 13 (brass cap in handhole) from which the East quarter corner of said Section 13 (brass cap in handhole) bears North 00°33'36" East, 2614.75 feet;

thence North 00°33'36" East, 345.00 feet along the East line of said Southeast quarter of Section 13;

thence departing said East line North 89°26'24" West, 27.00 feet to the POINT OF BEGINNING;

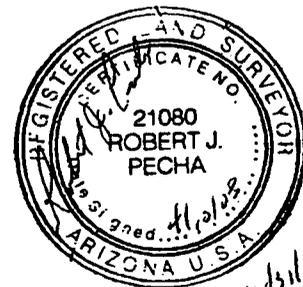
thence continuing North 89°26'24" West, 20.00 feet;

thence North 00°33'36" East, 84.00 feet;

thence South 89°26'24" East, 20.00 feet;

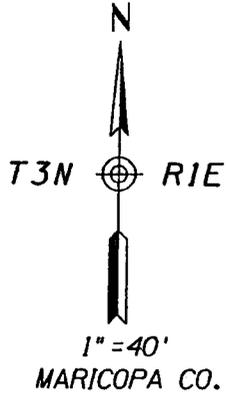
thence South 00°33'36" West, 84.00 feet to the POINT OF BEGINNING.

Said Salt River Project Pipeline Easement contains 1,680 square feet or 0.0386 acres more or less.



Exp 11/21/09

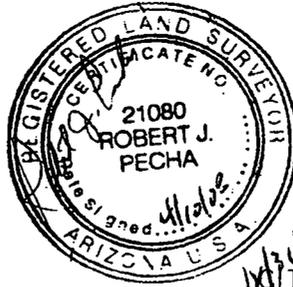
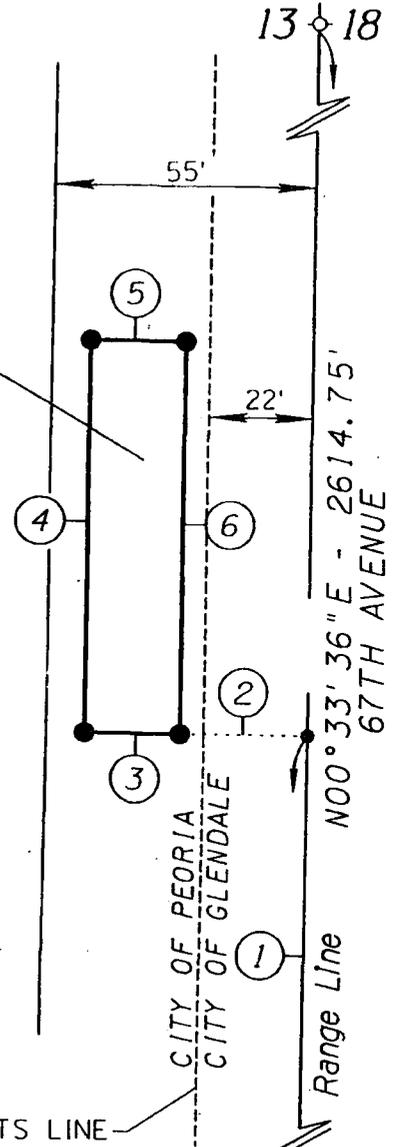
EXHIBIT A1
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 WITHIN THE CITY OF PEORIA
 A PORTION OF SE1/4 OF SECTION 13, T3N, R1E, G&SRM,
 MARICOPA COUNTY, ARIZONA



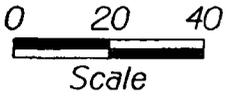
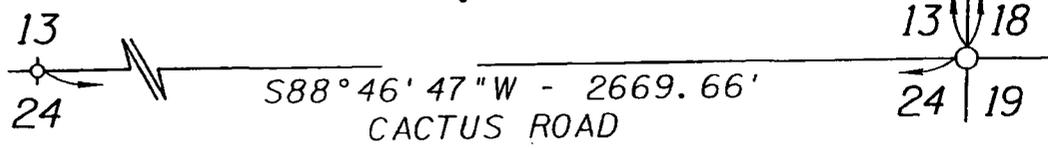
DATA TABLE

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4	N00°33'36"E	84.00'
5	S89°26'24"E	20.00'
6	S00°33'36"W	84.00'

1,680 SQ. FT.
 S. R. P.
 PIPELINE ESMT.



EX 10/31/09
 CITY LIMITS LINE

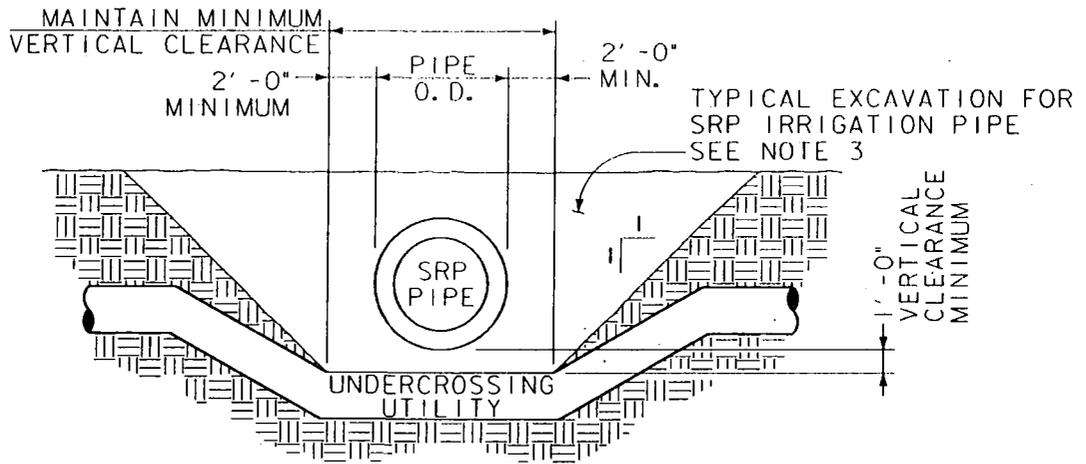


URS 7720 North 16th Street
 Suite 100 - Phoenix, AZ
 85020 - 602.371.1100

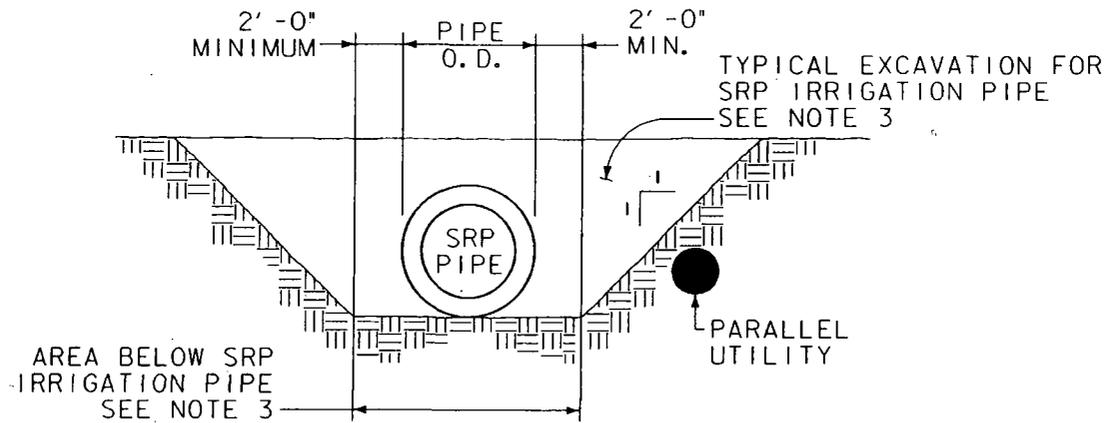
GLENDALE ONBOARD TRANSPORTATION PROGRAM
 67TH AVE. & CACTUS RD.

EXHIBIT B

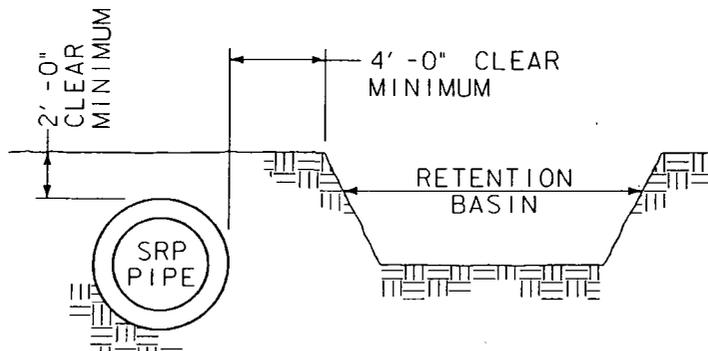
(PAGE 1 OF 2)



PIPELINE - UTILITY CROSSING



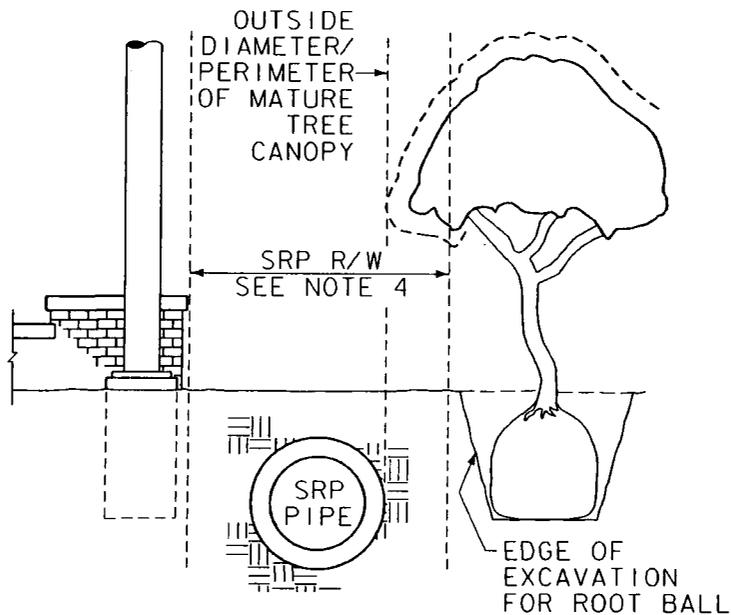
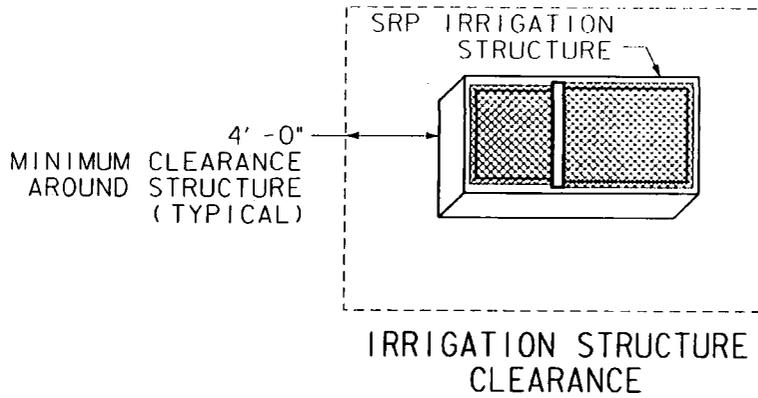
PIPELINE - PARALLEL UTILITY



PIPELINES - RETENTION BASIN

EXHIBIT B

(PAGE 2 OF 2)



PIPELINES - LANDSCAPING

NOTES

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Land Department/PAB348
P. O. Box 52025
Phoenix, Arizona 85072-2025

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Maricopa County
67th Avenue - Olive to Thunderbird

R/W # 533 Agt. CSV
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Grantor shall pay Grantee all costs and expenses of any relocation of the irrigation facilities requested by Grantor, including but not limited to, the relocation of the facilities into the easement area described above.

In the event the right, privilege and easement herein granted shall be abandoned and permanently cease to be used for the purpose herein granted, all rights herein granted shall cease and revert to the Grantors, their heirs or assigns.

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, successors in ownership and estate, assigns and lessees of the respective parties hereto.

Notwithstanding any of the aforesaid provisions, the easement rights granted herein shall be further subject to the following covenants, restrictions and conditions:

1. Grantor reserves the right to construct, install, operate, maintain, repair, replace and reinstall surface parking areas, driveways, roadways, sidewalks, curbs and gutters, landscaping, irrigation lines and street lighting on the surface of the easement areas.
2. Grantor reserves the right to construct and install public utilities, and to grant easements and permits for public utility purposes, in, upon, under, over and across the easement areas subject to compliance with the specifications shown in Exhibit B attached hereto and by this reference made a part hereof.
3. In the event that any repair, maintenance, replacement or installation of the irrigation facilities and appurtenant conveniences will cause a disturbance or a disruption of any public street or paved roadway, Grantee shall notify Grantor, pursuant to existing practices, before Grantee undertakes any such action. In the event of an emergency, Grantee shall have use of any public street or paved roadway as it reasonably deems necessary and appropriate to correct, repair, replace or reconstruct irrigation facilities affected by the emergency and notify Grantor, pursuant to existing practices, as soon as practical after responding to the emergency. Grantee shall provide for advance warning signs, barricades, flagmen, flares, and other devices when necessary to protect the roadway user as set forth in the "Manual on Uniform Traffic Control Devices" and any amendments and/or revisions thereto.
4. Grantor shall warrant and defend the rights, easements and privileges hereby granted and the priority of this easement against all persons whomsoever.



EXHIBIT "A"

**LEGAL DESCRIPTION FOR
SALT RIVER PROJECT PIPELINE EASEMENT
WITHIN THE CITY OF PEORIA**

That portion of the Northeast quarter of Section 13, 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 Northeast corner of said Section 13 (brass cap in handhole) from which the East quarter corner of said Section 13 (brass cap in handhole) bears South 00°34'10" West, 2621.08 feet;

thence South 00°34'10" West, 96.61 feet along the East line of said Northeast quarter of Section 13;

thence departing said East line North 89°25'50" West, 65.00 feet to the West right of way of North 67th Avenue and the POINT OF BEGINNING;

thence departing said right of way South 45°09'05" East, 25.14 feet;

thence South 00°34'10" West, 17.57 feet;

thence South 58°35'21" West, 7.05 feet;

thence North 31°24'39" West, 22.69 feet to said West right of way of North 67th Avenue;

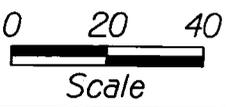
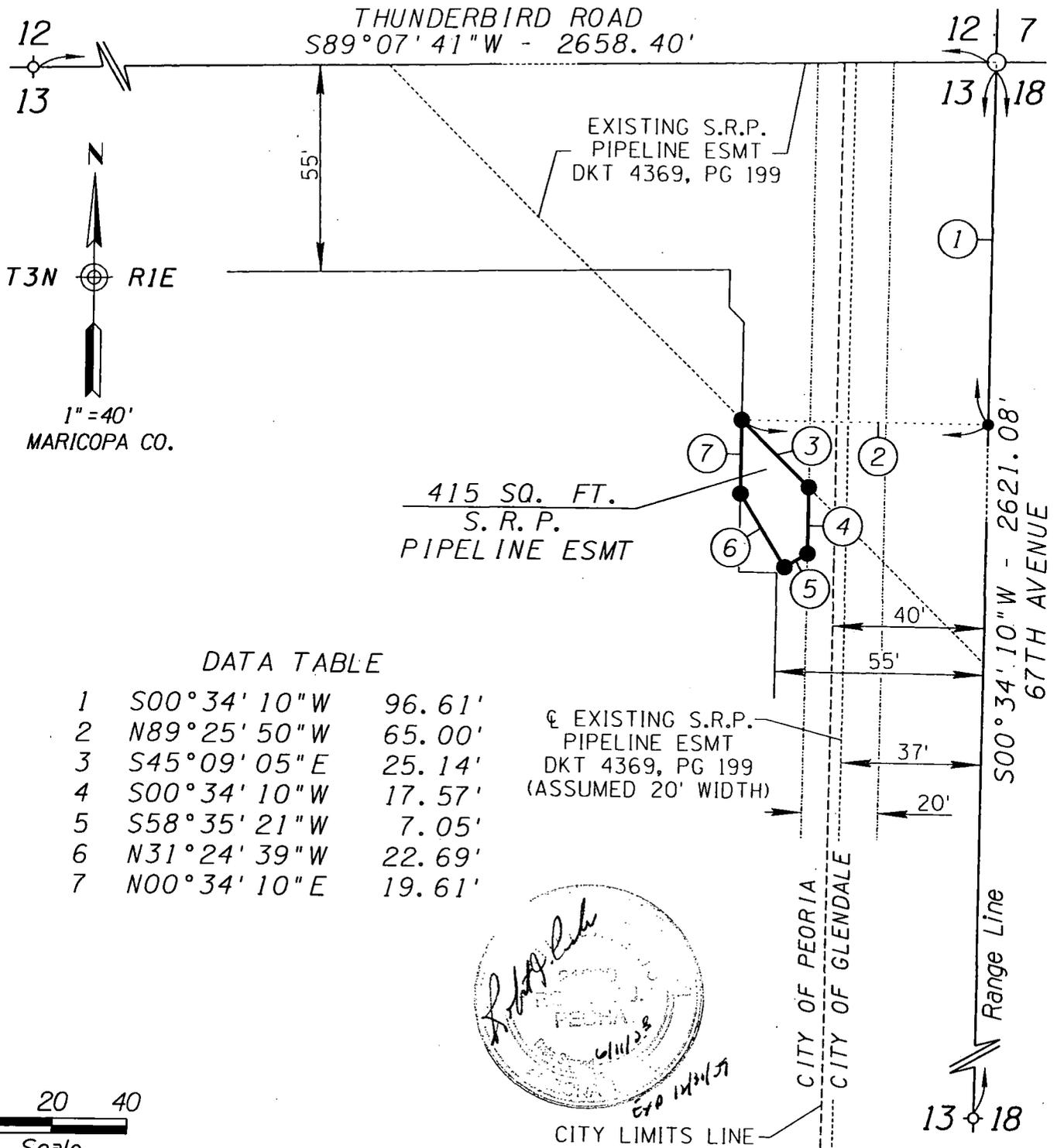
thence North 00°34'10" East, 19.61 feet along said right of way to the POINT OF BEGINNING.

Said Salt River Project Pipeline Easement contains 415 square feet or 0.0095 acres more or less.



EPA 1431/07

EXHIBIT A1
SALT RIVER PROJECT PIPELINE EASEMENT
WITHIN CITY OF PEORIA
 A PORTION OF THE NE1/4 OF SECTION 13, T3N, R1E,
 G&SRM, MARICOPA COUNTY, ARIZONA

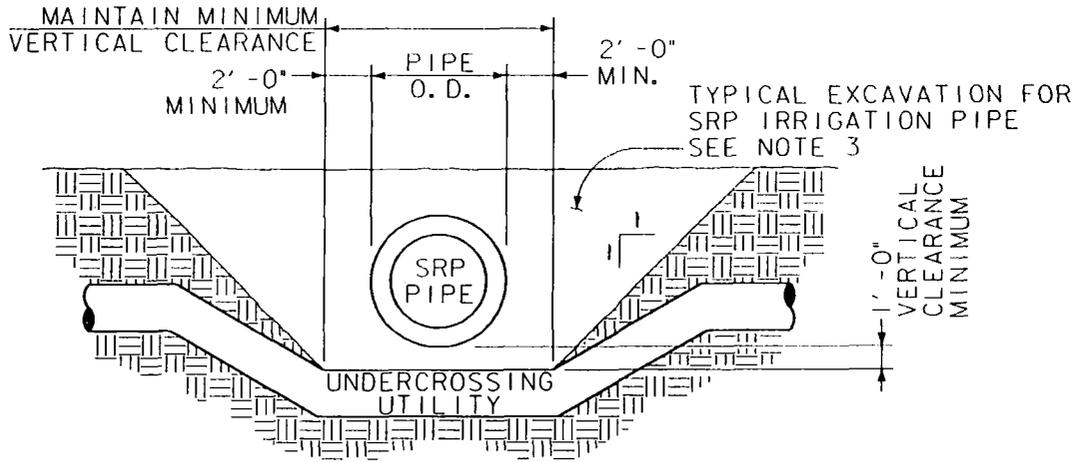


7720 North 16th Street
 Suite 100 - Phoenix, AZ
 85020 - 602.371.1100

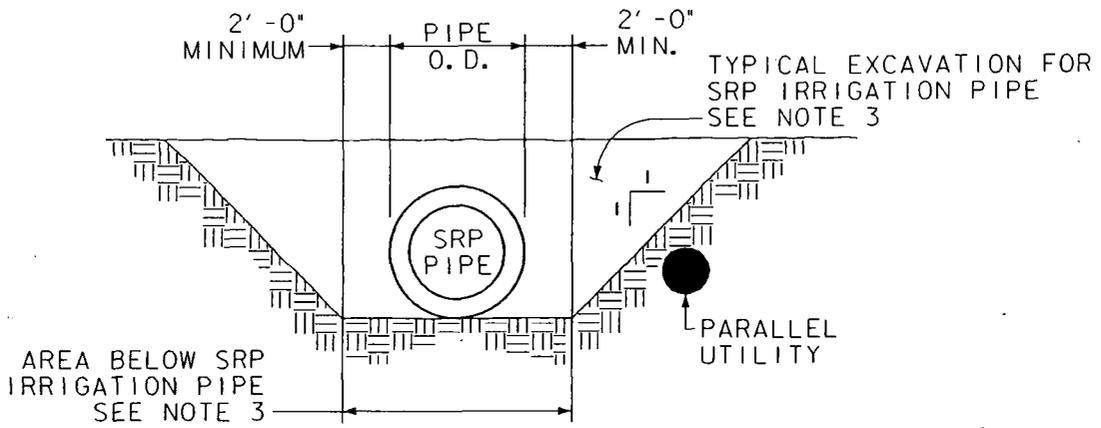
GLENDALE ONBOARD TRANSPORTATION PROGRAM
 67TH AVE. & THUNDERBIRD RD.

EXHIBIT B

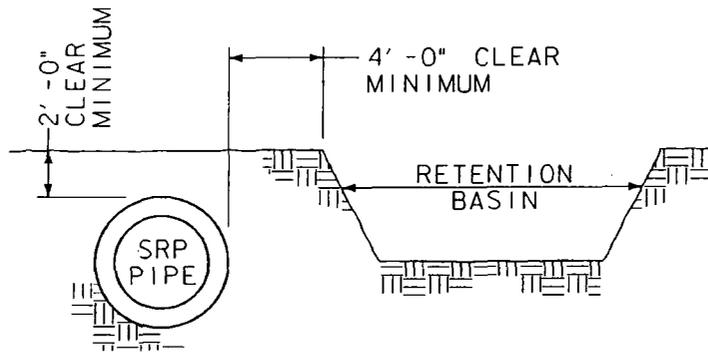
(PAGE 1 OF 2)



PIPELINE - UTILITY CROSSING



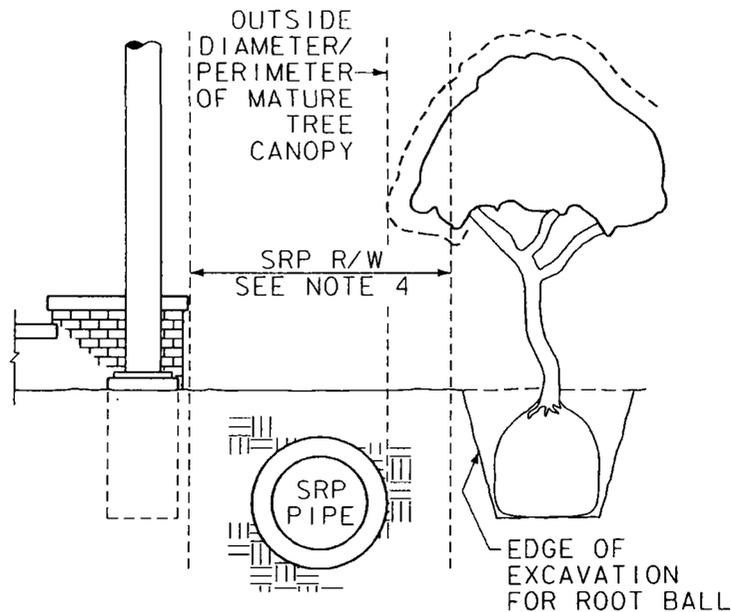
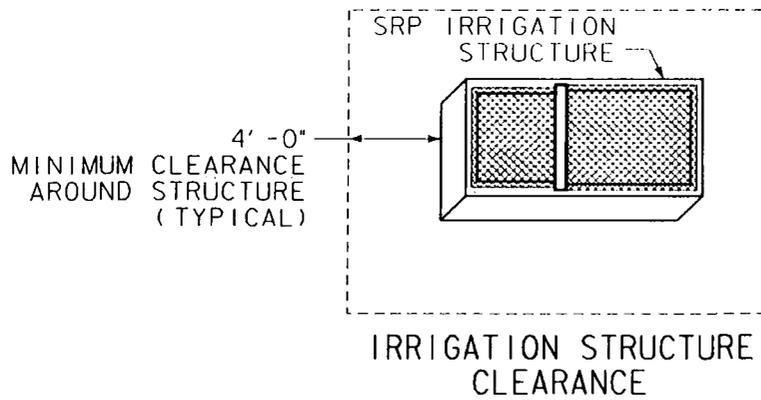
PIPELINE - PARALLEL UTILITY



PIPELINES - RETENTION BASIN

EXHIBIT B

(PAGE 2 OF 2)



PIPELINES - LANDSCAPING

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WHEN RECORDED MAIL TO:

SALT RIVER PROJECT

Land Department/PAB348

P. O. Box 52025

Phoenix, Arizona 85072-2025

IRRIGATION EASEMENT

Maricopa County
67th Avenue - Olive to Thunderbird

R/W # 533 Agt. CSV
Job # RD-42571
W CSV C JAG-1

KNOW ALL MEN BY THESE PRESENTS:

That

CITY OF PEORIA, ("Grantor"),
a municipal corporation

FOR AND IN CONSIDERATION OF THE SUM of One Dollar, and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant to the **SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT**, ("Grantee"), an agricultural improvement district organized and existing under the laws of the State of Arizona, its successors and assigns, the right, easement and privilege to construct, reconstruct, operate and maintain an irrigation pipeline and irrigation turnout structure together with all the necessary and appurtenant facilities through, over, under and across the following described property:

Exhibit "A" attached hereto and made by reference a part hereof.

Grantor shall not convey any easements or grant any permits within the easement areas in which the facilities do not comply with the specifications shown in Exhibit B attached hereto and by this reference made a part hereof.

Grantor shall not erect, construct or permit to be erected or constructed any building or other structure, plant any trees, drill any well, install swimming pools, or alter ground level by cut or fill, within the limits of said rights of way, which do not comply with said Exhibit B.

Grantee shall have the right, but not the obligation, to erect, maintain and use gates in all fences which now cross said rights of way and to trim, cut and clear away trees or brush whenever in its judgment the same shall be necessary for the convenient and safe exercise of the rights hereby granted.

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thence North 00°34'10" East, 89.25 feet along the East line of said Northeast quarter of Section 13;

thence departing said East line North 89°25'50" West, 40.00 feet to the City Limit line common to the City of Peoria and the City of Glendale and the POINT OF BEGINNING;

thence departing said common City Limit line and continuing North 89°25'50" West, 7.00 feet;

thence North 00°34'10" East, 1183.20 feet;

thence North 19°50'26" West, 21.14 feet;

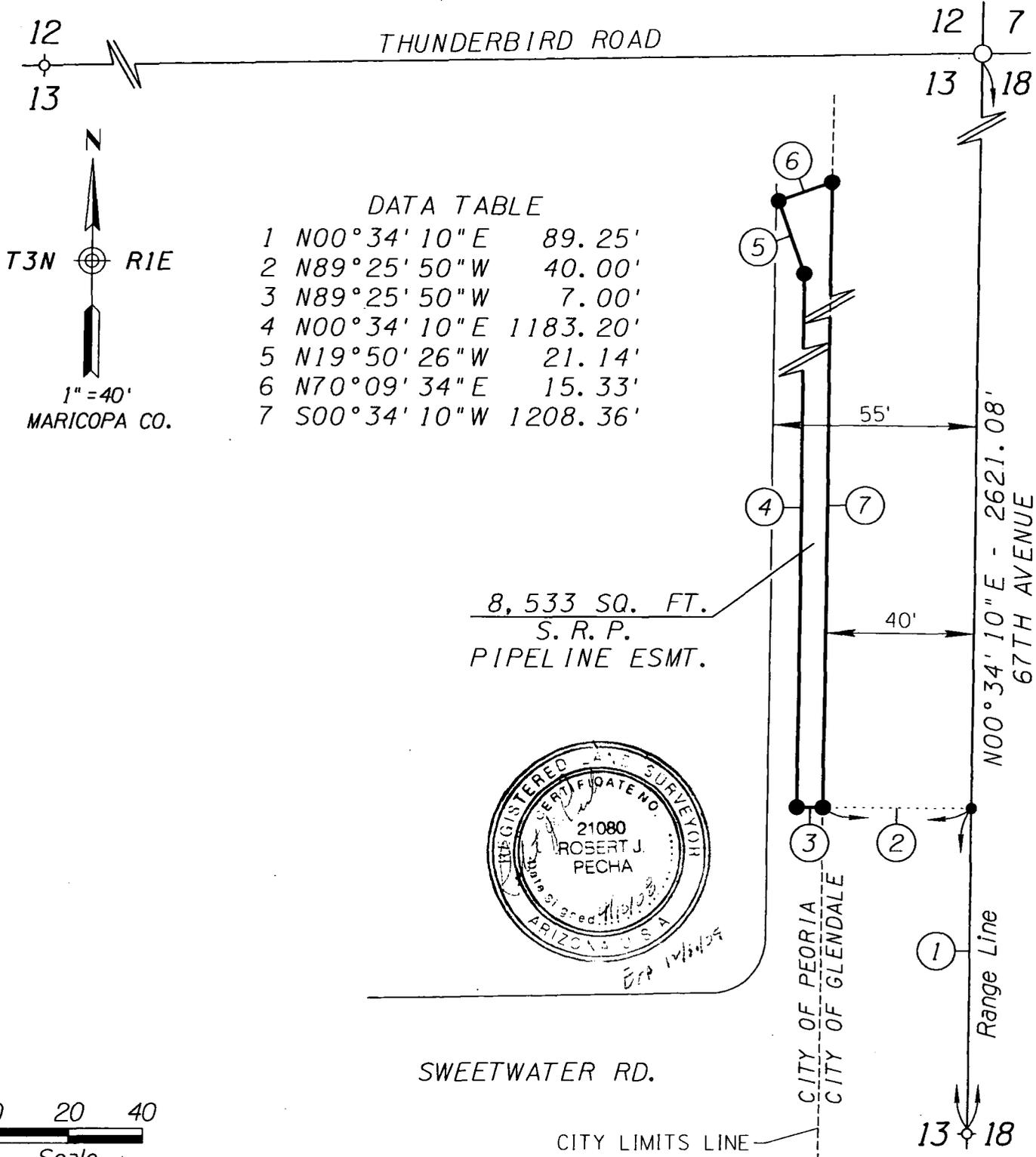
thence North 70°09'34" East, 15.33 feet to said common City Limit line;

thence South 00°34'10" West, 1208.36 feet along said common line to the POINT OF BEGINNING.

Said Salt River Project Pipeline Easement contains 8,533 square feet or 0.1959 acres more or less.



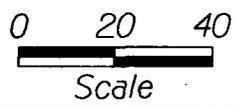
EXHIBIT A1
SALT RIVER PROJECT PIPELINE EASEMENT
WITHIN THE CITY OF PEORIA
 A PORTION OF NE1/4 OF SECTION 13, T3N, R1E, G&SRM,
 MARICOPA COUNTY, ARIZONA



DATA TABLE

1	N00°34'10"E	89.25'
2	N89°25'50"W	40.00'
3	N89°25'50"W	7.00'
4	N00°34'10"E	1183.20'
5	N19°50'26"W	21.14'
6	N70°09'34"E	15.33'
7	S00°34'10"W	1208.36'

8,533 SQ. FT.
 S. R. P.
 PIPELINE ESMT.

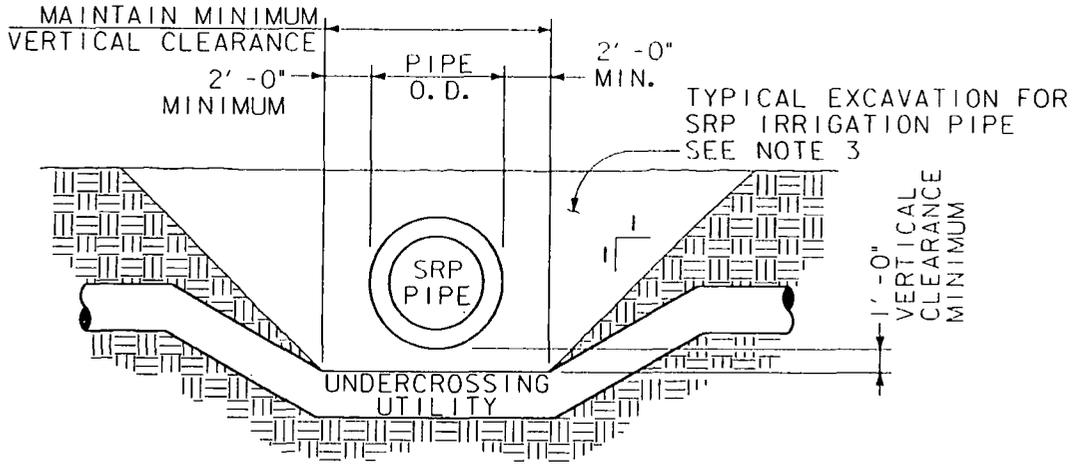


URS 7720 North 16th Street
 Suite 100 - Phoenix, AZ
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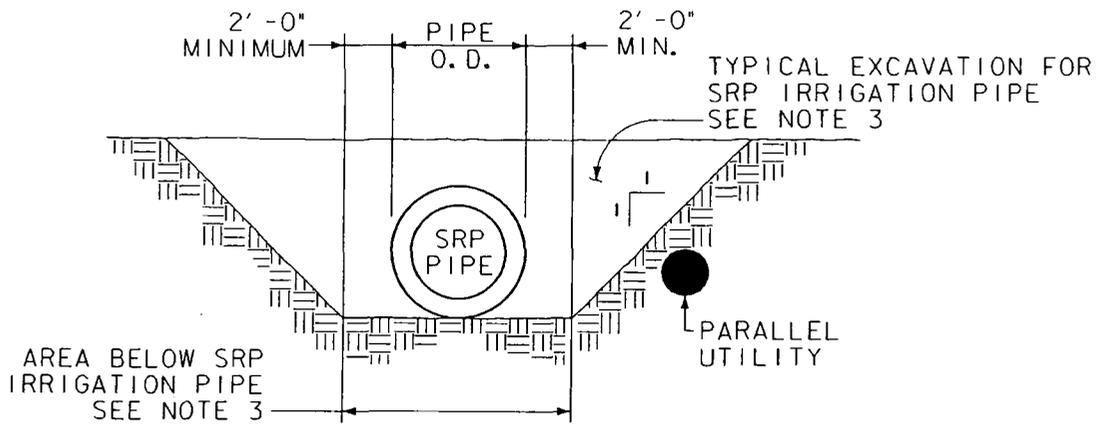
GLENDALE ONBOARD TRANSPORTATION PROGRAM
 67TH AVE. & THUNDERBIRD RD.

EXHIBIT B

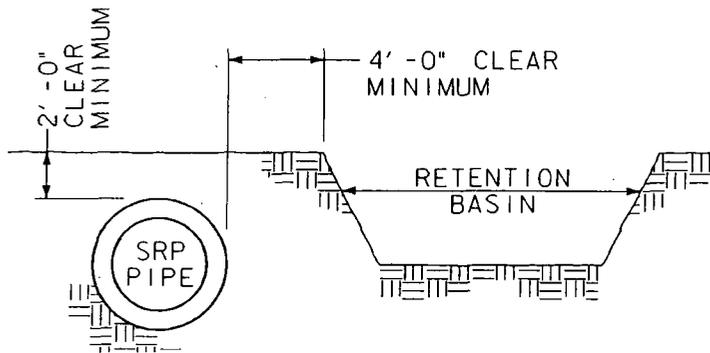
(PAGE 1 OF 2)



PIPELINE - UTILITY CROSSING



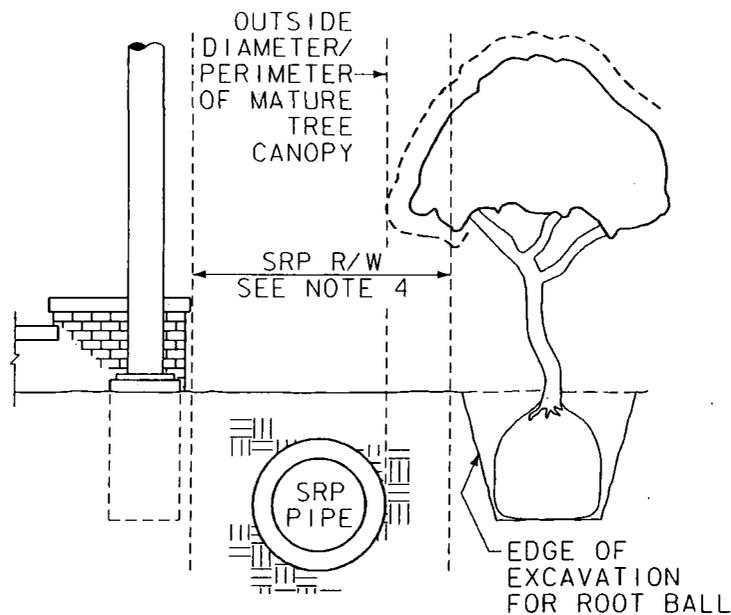
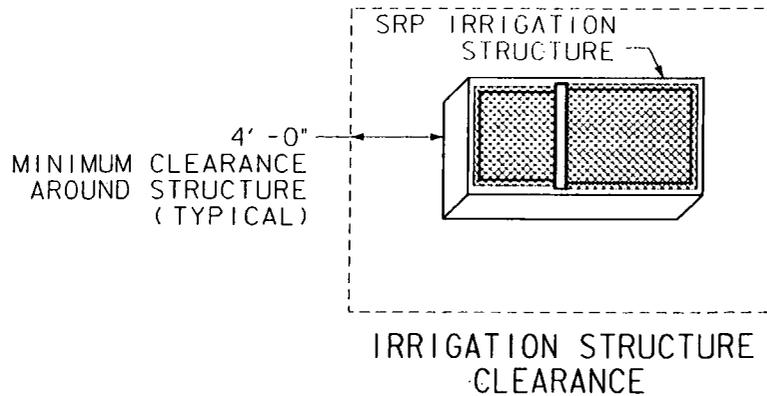
PIPELINE - PARALLEL UTILITY



PIPELINES - RETENTION BASIN

EXHIBIT B

(PAGE 2 OF 2)



PIPELINES - LANDSCAPING

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WHEN RECORDED MAIL TO:

SALT RIVER PROJECT
Land Department/PAB348
P. O. Box 52025
Phoenix, Arizona 85072-2025

IRRIGATION EASEMENT

Maricopa County
67th Avenue - Olive to Thunderbird

R/W # 533 Agt. CSV
Job # RD-42571
W CSV CJAG

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That

CITY OF PEORIA, ("Grantor"),
a municipal corporation

FOR AND IN CONSIDERATION OF THE SUM of One Dollar, and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant to the **SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT**, ("Grantee"), an agricultural improvement district organized and existing under the laws of the State of Arizona, its successors and assigns, the right, easement and privilege to construct, reconstruct, operate and maintain an irrigation pipeline and irrigation turnout structure together with all the necessary and appurtenant facilities through, over, under and across the following described property:

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Grantor shall not erect, construct or permit to be erected or constructed any building or other structure, plant any trees, drill any well, install swimming pools, or alter ground level by cut or fill, within the limits of said rights of way, which do not comply with said Exhibit B.

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thence departing said East line North 89°25'50" West, 40.00 feet to the City Limit line common to the City of Peoria and the City of Glendale and the POINT OF BEGINNING;

thence South 00°34'10" West, 398.00 feet along said common City Limit line;

thence departing said common line North 89°25'50" West, 7.00 feet;

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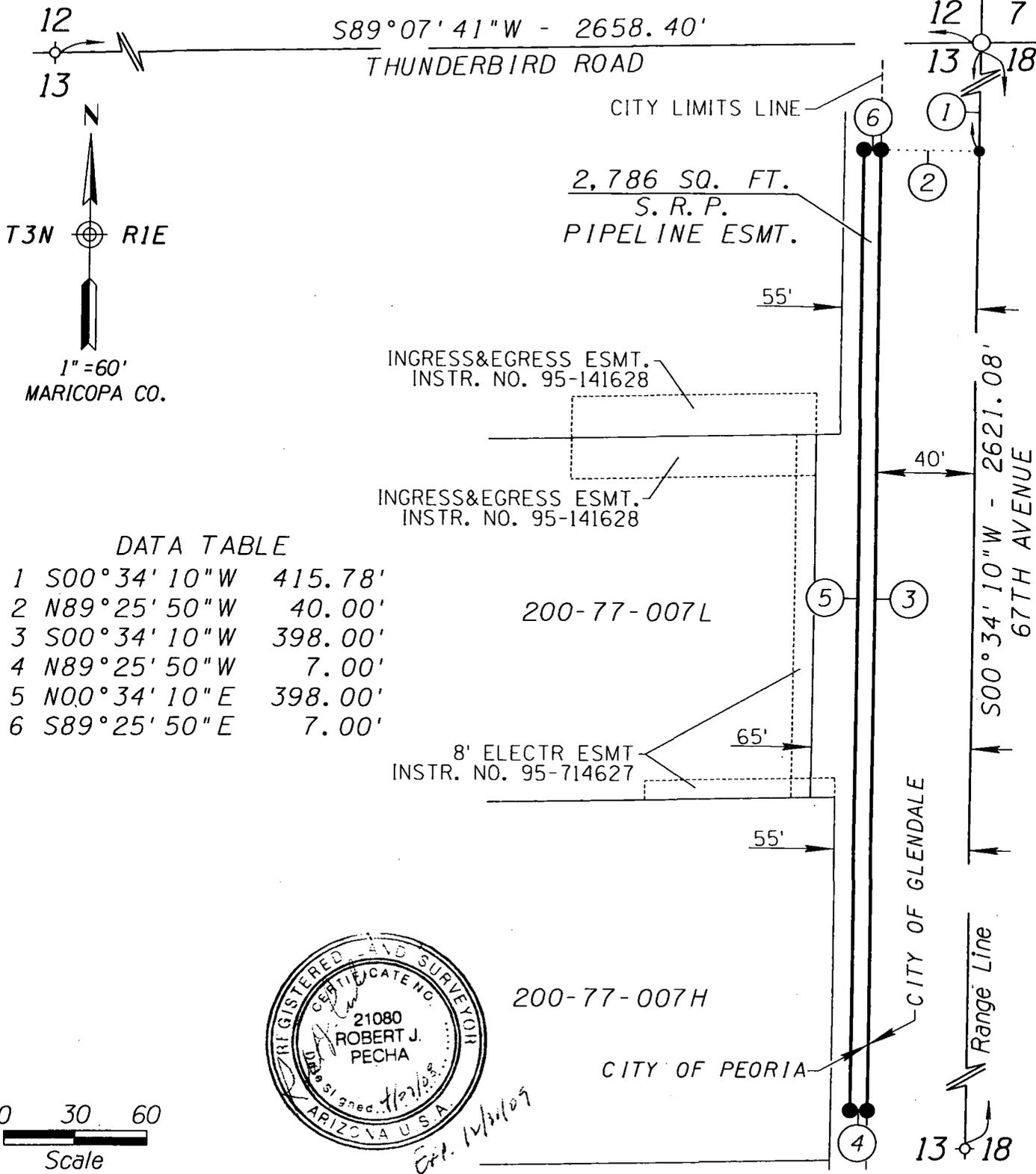
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Said Salt River Project Pipeline Easement contains 2,786 square feet or 0.0640 acres more or less.



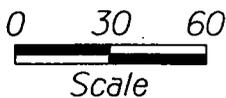
Ejo 12/11/09

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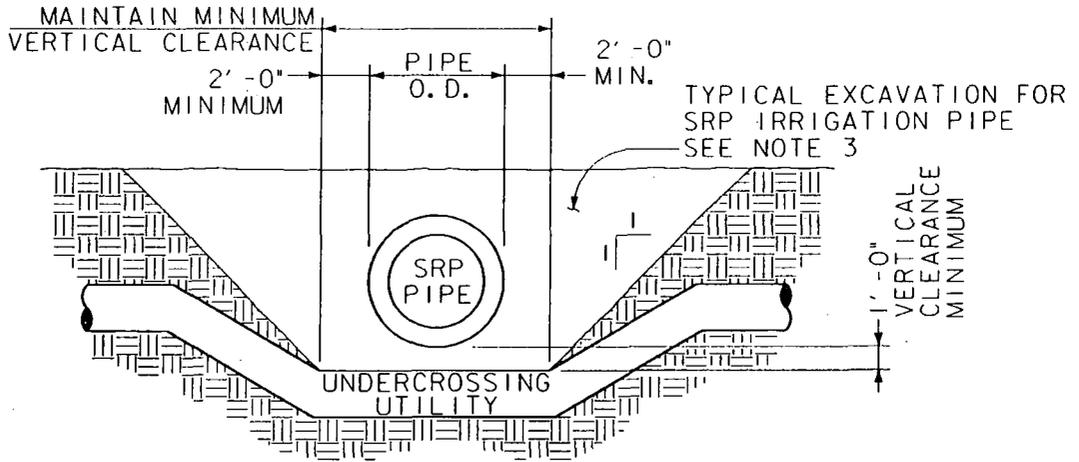
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GLENDALE ONBOARD TRANSPORTATION PROGRAM

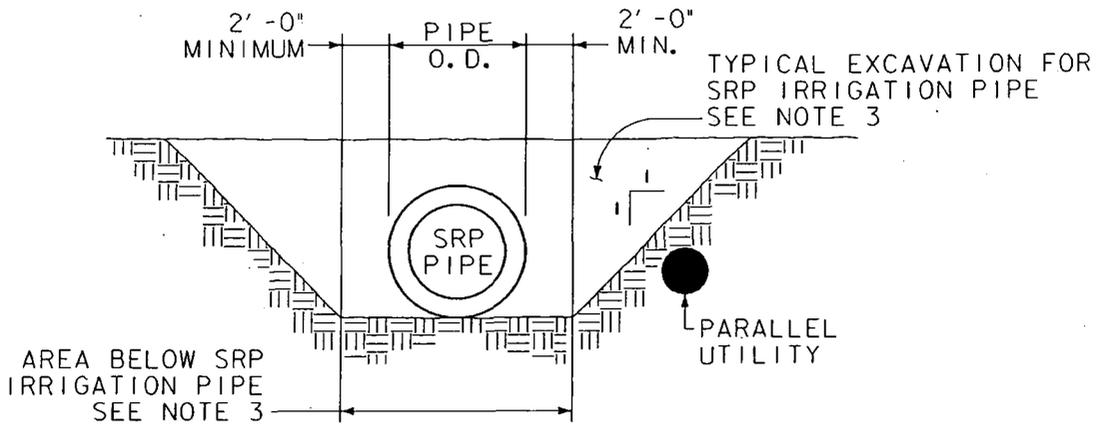
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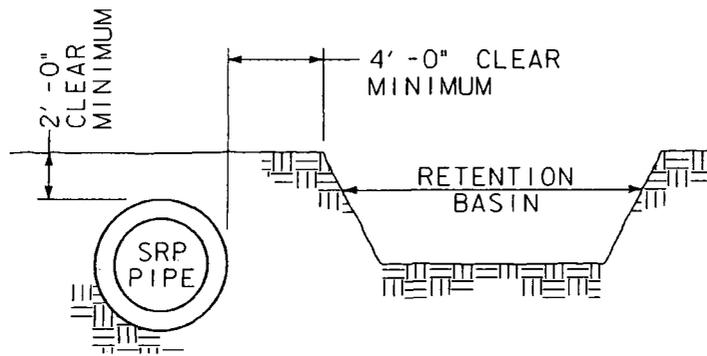
(PAGE 1 OF 2)



PIPELINE - UTILITY CROSSING



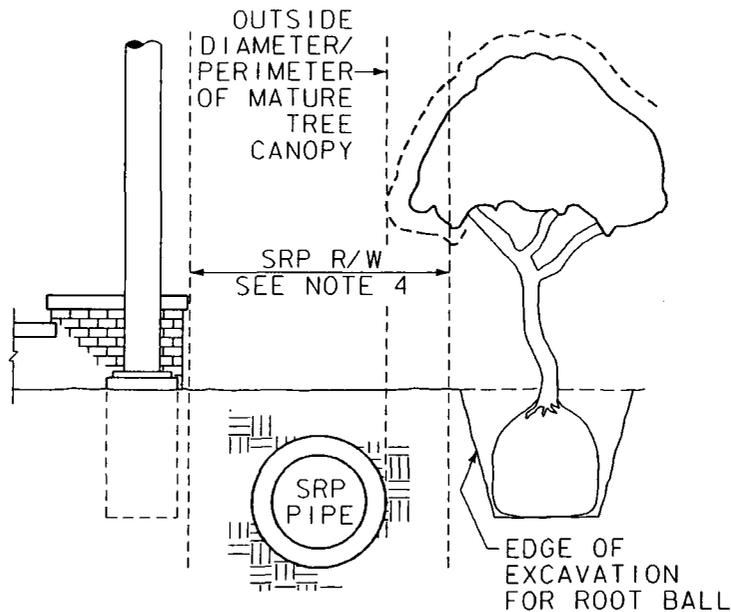
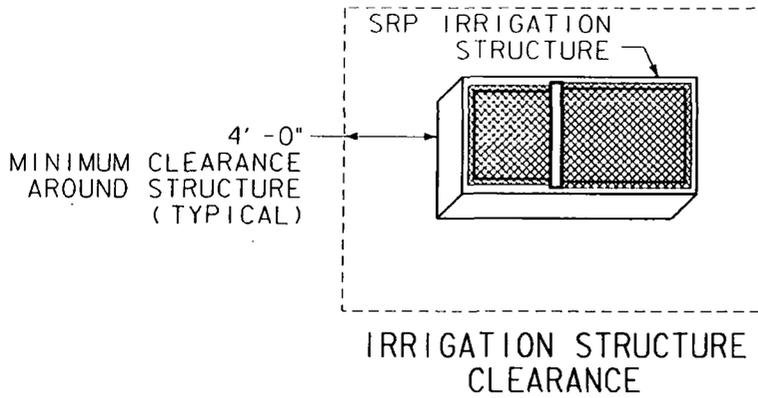
PIPELINE - PARALLEL UTILITY



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EXHIBIT B

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2. Grantor reserves the right to construct and install public utilities, and to grant easements and permits for public utility purposes, in, upon, under, over and across the easement areas subject to compliance with the specifications shown in Exhibit B attached hereto and by this reference made a part hereof.
3. In the event that any repair, maintenance, replacement or installation of the irrigation facilities and appurtenant conveniences will cause a disturbance or a disruption of any public street or paved roadway, Grantee shall notify Grantor, pursuant to existing practices, before Grantee undertakes any such action. In the event of an emergency, Grantee shall have use of any public street or paved roadway as it reasonably deems necessary and appropriate to correct, repair, replace or reconstruct irrigation facilities affected by the emergency and notify Grantor, pursuant to existing practices, as soon as practical after responding to the emergency. Grantee shall provide for advance warning signs, barricades, flagmen, flares, and other devices when necessary to protect the roadway user as set forth in the "Manual on Uniform Traffic Control Devices" and any amendments and/or revisions thereto.
4. Grantor shall warrant and defend the rights, easements and privileges hereby granted and the priority of this easement against all persons whomsoever.



EXHIBIT "A"

**LEGAL DESCRIPTION FOR
SALT RIVER PROJECT PIPELINE EASEMENT
WITHIN THE CITY OF PEORIA**

That portion of the Southeast quarter of Section 13, 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 said Section 13 (brass cap in handhole) from which the East quarter corner of said Section 13 (brass cap in handhole) bears North 00°33'36" East, 2614.75 feet;

thence North 00°33'36" East, 2047.70 feet along the East line of said Southeast quarter of Section 13;

thence departing said East line North 89°26'24" West, 40.00 feet to the City Limit line common to the City of Peoria and the City of Glendale and the POINT OF BEGINNING;

thence departing said common City Limit line and continuing North 89°26'24" West, 7.00 feet;

thence North 00°33'36" East, 96.00 feet;

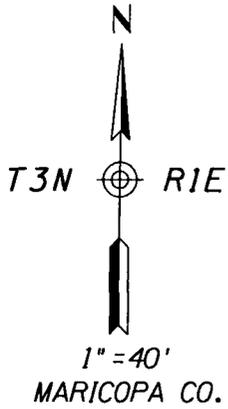
thence South 89°26'24" East, 7.00 feet to said common City Limit line;

thence South 00°33'36" West, 96.00 feet along said common line to the POINT OF BEGINNING.

Said Salt River Project Pipeline Easement contains 672 square feet or 0.0154 acres more or less.

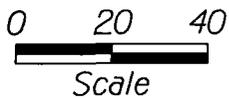
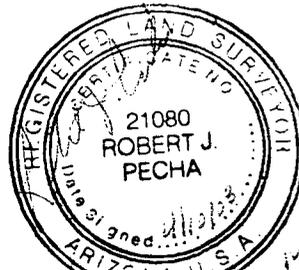
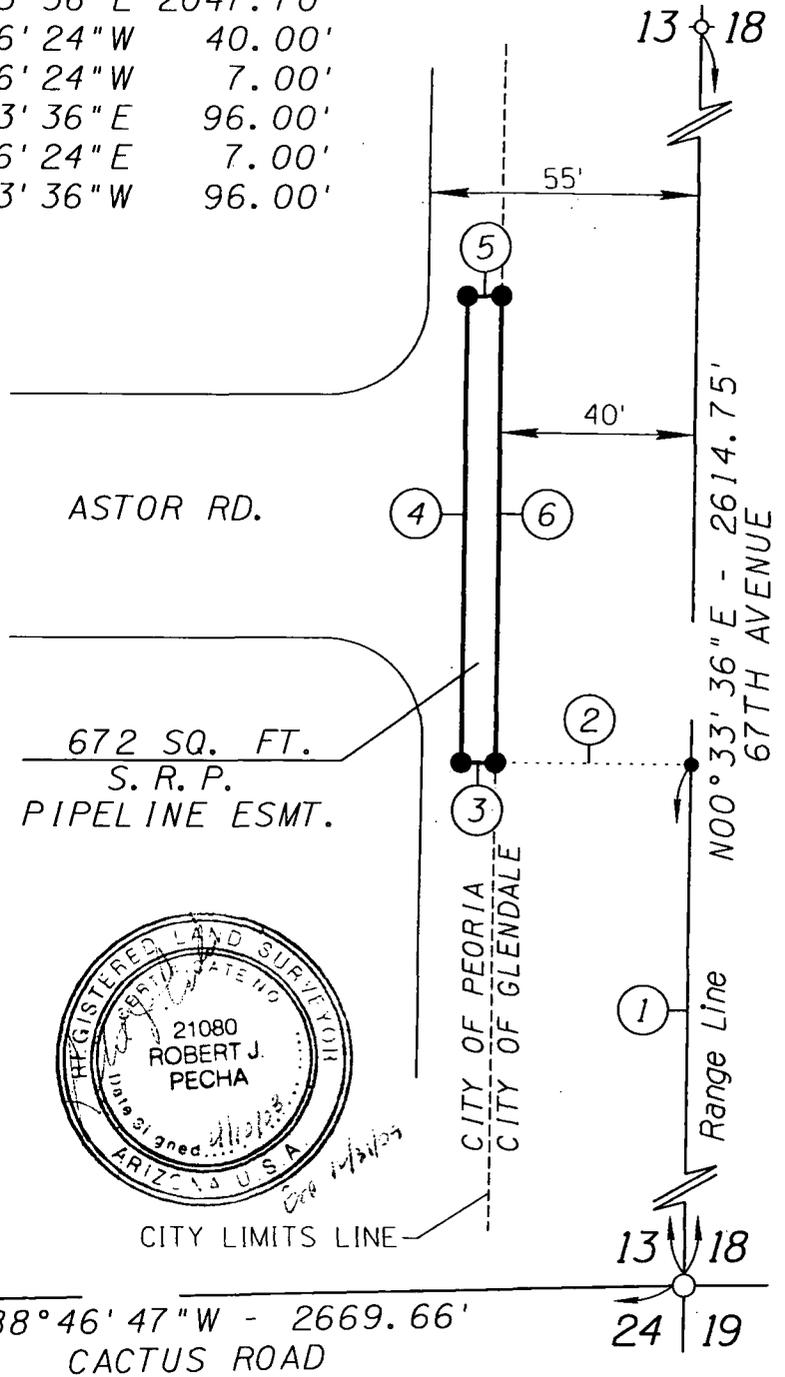


EXHIBIT A1
 SALT RIVER PROJECT PIPELINE EASEMENT
 WITHIN THE CITY OF PEORIA
 A PORTION OF SE1/4 OF SECTION 13, T3N, R1E, G&SRM,
 MARICOPA COUNTY, ARIZONA



DATA TABLE

1	N00°33'36"E	2047.70'
2	N89°26'24"W	40.00'
3	N89°26'24"W	7.00'
4	N00°33'36"E	96.00'
5	S89°26'24"E	7.00'
6	S00°33'36"W	96.00'



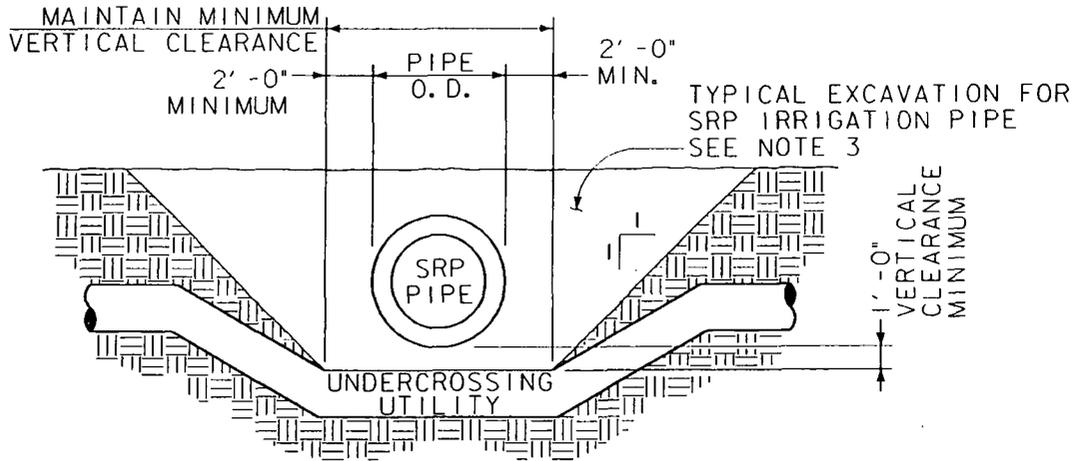
7720 North 16th Street
 Suite 100 - Phoenix, AZ
 85020 - 602.371.1100

GLENDALE ONBOARD TRANSPORTATION PROGRAM

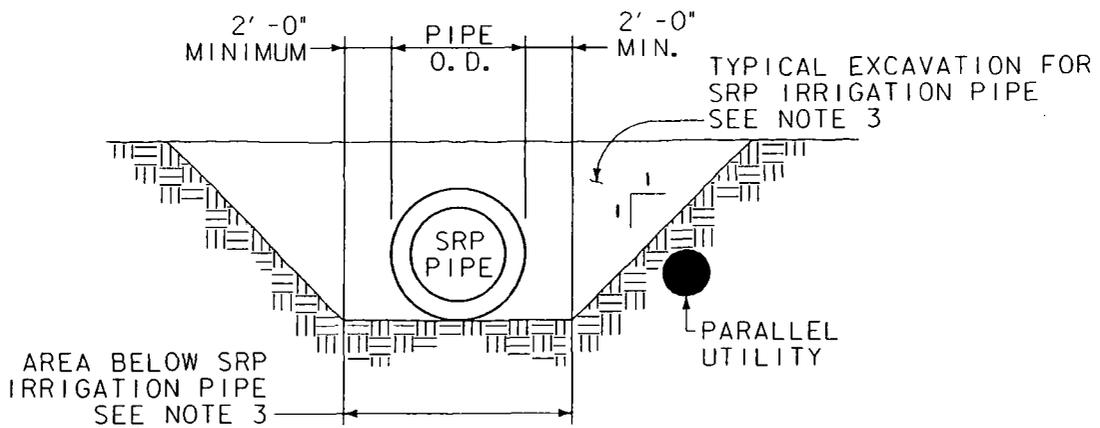
67TH AVE. & CACTUS RD.

EXHIBIT B

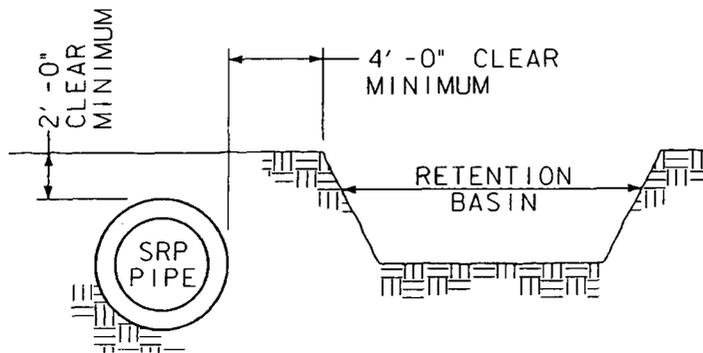
(PAGE 1 OF 2)



PIPELINE - UTILITY CROSSING



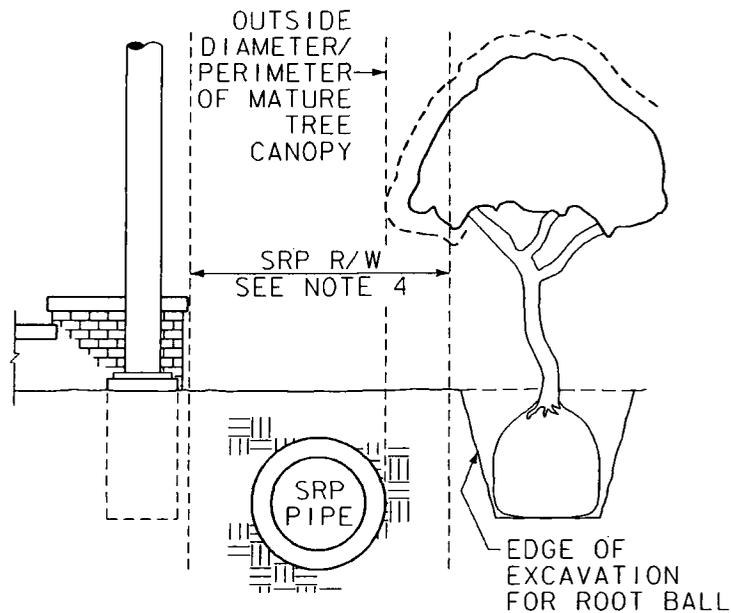
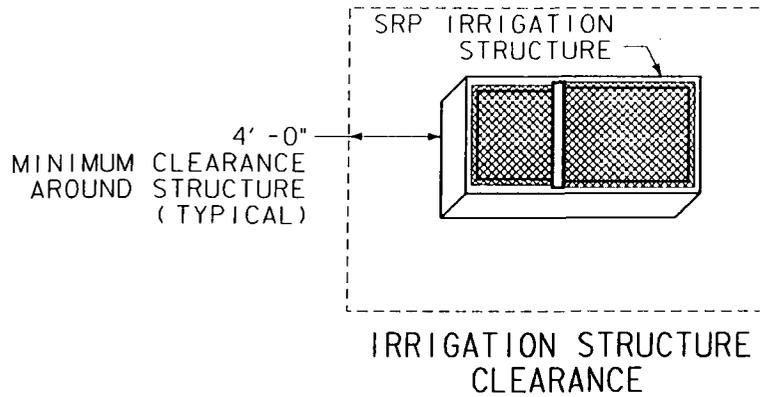
PIPELINE - PARALLEL UTILITY



PIPELINES - RETENTION BASIN

EXHIBIT B

(PAGE 2 OF 2)



NOTES

1. THESE GUIDELINES ARE PROVIDED AS A GENERAL AID TO PLANNING. ACTUAL SRP REQUIREMENTS MAY VARY BASED ON SITE-SPECIFIC CONDITIONS, OPERATIONAL CONSIDERATIONS, ETC.
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3. OTHER UTILITIES ARE NOT PERMITTED IN THESE AREAS.
4. SRP MAY LICENSE LIMITED USES OF ITS RIGHT-OF-WAY SUCH AS PARKING, SIDEWALK, LAWN, ETC. POLES, STRUCTURES AND TREES ARE TYPICALLY NOT PERMITTED IN SRP RIGHT-OF-WAY. INCLUDE DESIGN DRAWINGS FOR PROPOSED USE WHEN SUBMITTING REQUEST TO SRP FOR LICENSE.
5. REQUESTS FOR SRP LICENSES ARE HANDLED ON A CASE-BY-CASE BASIS. CONTACT SRP AT 602-236-2962 REGARDING LICENSES FOR SITES LOCATED NORTH OF THE SALT RIVER AND AT 602-236-5799 REGARDING LICENSES FOR SITES SOUTH OF THE SALT RIVER.

WHEN RECORDED MAIL TO:

SALT RIVER PROJECT

Land Department/PAB348
P. O. Box 52025
Phoenix, Arizona 85072-2025

IRRIGATION EASEMENT

Maricopa County
67th Avenue - Olive to Thunderbird

R/W # 533 Agt. CSV
Job # RD-42571
W CSV C JAGI

KNOW ALL MEN BY THESE PRESENTS:

That

CITY OF PEORIA, ("Grantor"),
a municipal corporation

FOR AND IN CONSIDERATION OF THE SUM of One Dollar, and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant to the **SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT**, ("Grantee"), an agricultural improvement district organized and existing under the laws of the State of Arizona, its successors and assigns, the right, easement and privilege to construct, reconstruct, operate and maintain an irrigation pipeline and irrigation turnout structure together with all the necessary and appurtenant facilities through, over, under and across the following described property:

Exhibit "A" attached hereto and made by reference a part hereof.

Grantor shall not convey any easements or grant any permits within the easement areas in which the facilities do not comply with the specifications shown in Exhibit B attached hereto and by this reference made a part hereof.

Grantor shall not erect, construct or permit to be erected or constructed any building or other structure, plant any trees, drill any well, install swimming pools, or alter ground level by cut or fill, within the limits of said rights of way, which do not comply with said Exhibit B.

Grantee shall have the right, but not the obligation, to erect, maintain and use gates in all fences which now cross said rights of way and to trim, cut and clear away trees or brush whenever in its judgment the same shall be necessary for the convenient and safe exercise of the rights hereby granted.

The Grantee shall at all times have the right of full and free ingress and egress to said easement for the purpose heretofore specified.

Grantor and Grantee acknowledge that from time to time Grantee may find it necessary to construct, reconstruct, operate and maintain irrigation facilities and appurtenant conveniences lying within the easement areas.

Grantor shall pay Grantee all costs and expenses of any relocation of the irrigation facilities requested by Grantor, including but not limited to, the relocation of the facilities into the easement area described above.

In the event the right, privilege and easement herein granted shall be abandoned and permanently cease to be used for the purpose herein granted, all rights herein granted shall cease and revert to the Grantors, their heirs or assigns.

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, successors in ownership and estate, assigns and lessees of the respective parties hereto.

Notwithstanding any of the aforesaid provisions, the easement rights granted herein shall be further subject to the following covenants, restrictions and conditions:

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Said Salt River Project Pipeline Easement contains 686 square feet or 0.0157 acres more or less.

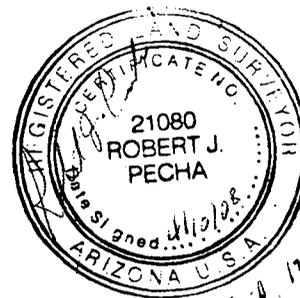
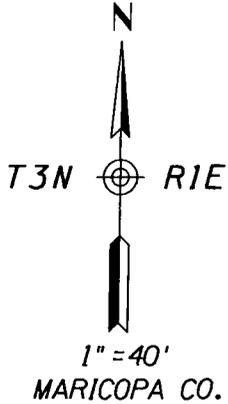


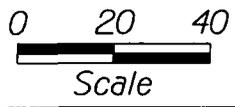
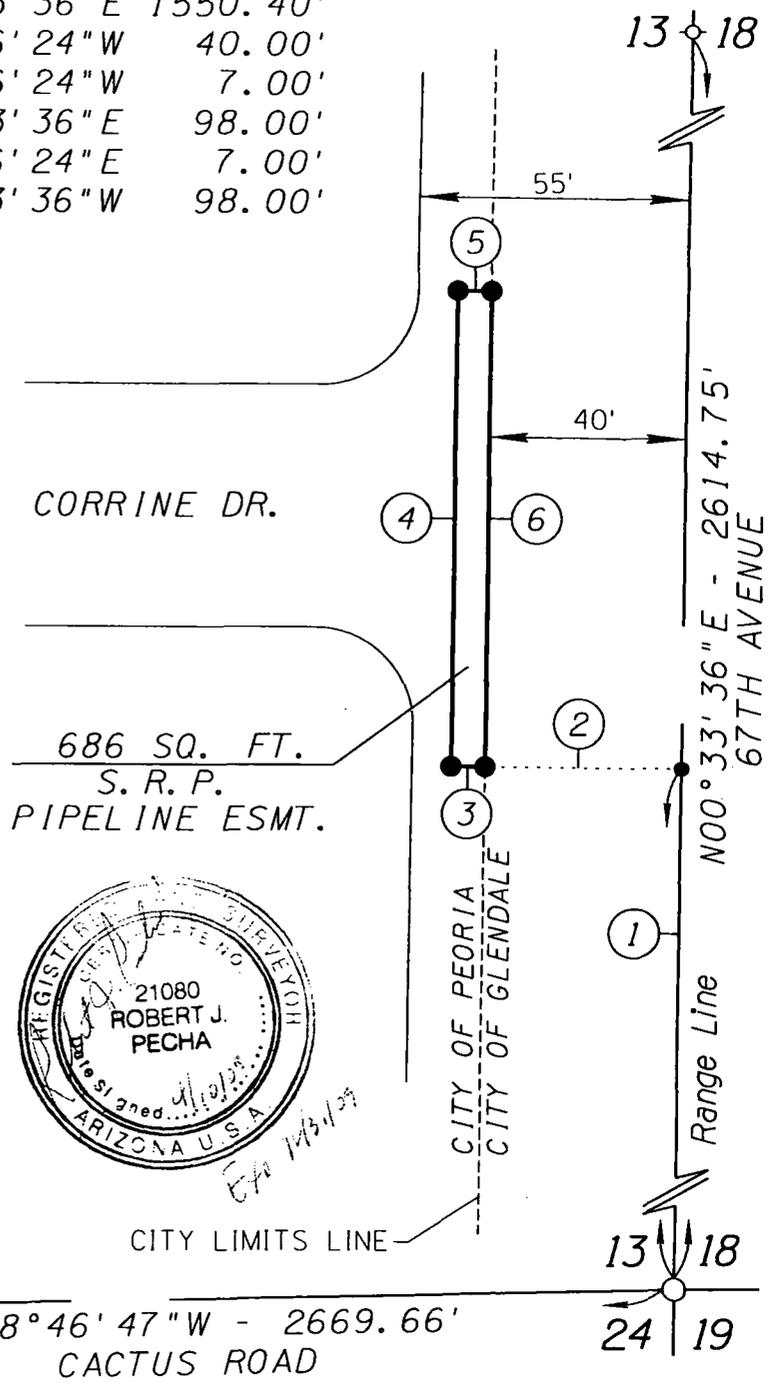
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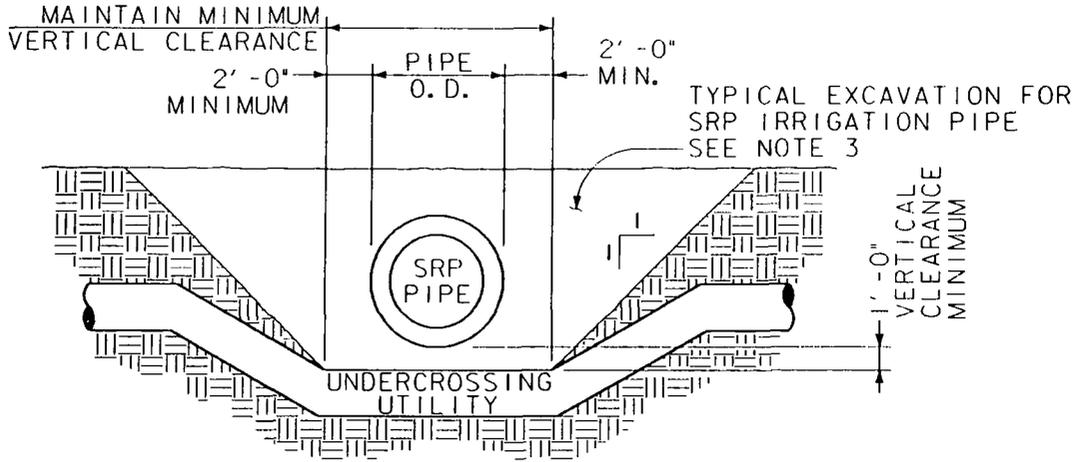
7720 North 16th Street
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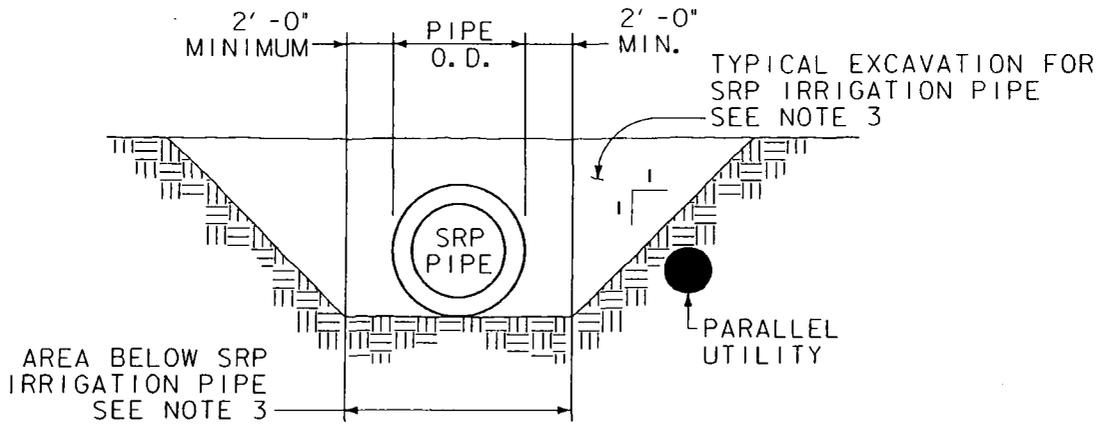
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EXHIBIT B

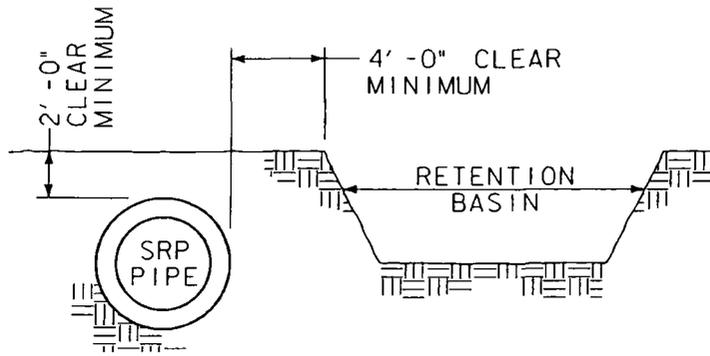
(PAGE 1 OF 2)



PIPELINE - UTILITY CROSSING



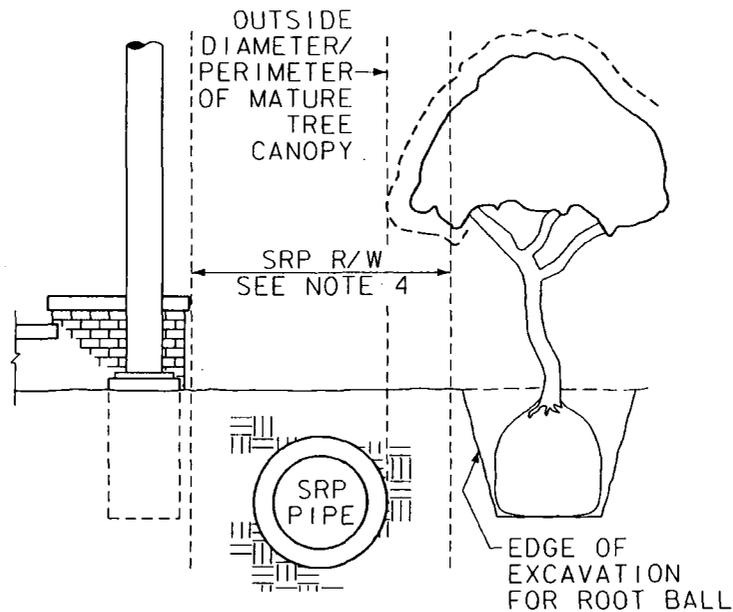
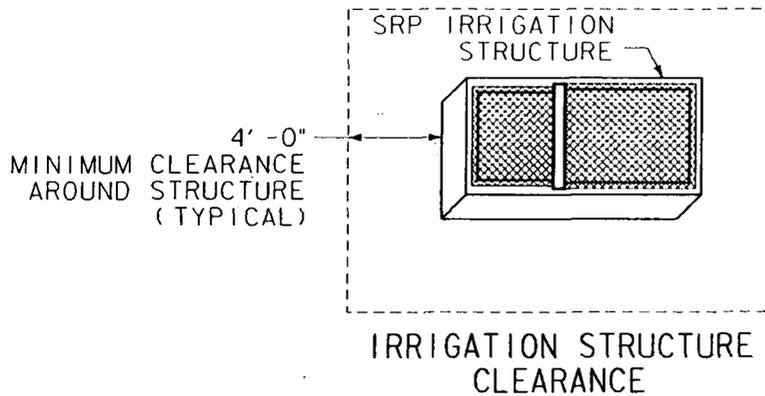
PIPELINE - PARALLEL UTILITY



PIPELINES - RETENTION BASIN

EXHIBIT B

(PAGE 2 OF 2)



PIPELINES - LANDSCAPING

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