CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATIONS

CC: 16C

Amend No. _____

Date Prepared: November 3, 2009 **Council Meeting Date:** December 15, 2009

TO: Carl Swenson, City Manager

THROUGH: Susan J. Daluddung, Deputy City Manager

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

THROUGH: Kristine Luna, SR/WA, Senior Real Property Administrator

PREPARED BY: Angela Manuel, Property Management Agent

SUBJECT: Utility Easement, Arizona Public Service, Stone Street Well (UT00289)

RECOMMENDATION:

Discussion and possible action to adopt a Resolution authorizing the City Manager to execute a Utility Easement to Arizona Public Service associated with providing electric services for the Stone Street Well located on Stone Street west of 83rd Avenue, and authorize the City Clerk to record the easement.

SUMMARY:

Arizona Public Service (APS) has designed and agreed to construct the electric facilities necessary to provide underground power for the Stone Street well site. APS has requested an easement over City owned property to allow them to install and maintain the electrical facilities.

FISCAL NOTE: (if applicable)

There is no fiscal impact to the City associated with granting this easement.

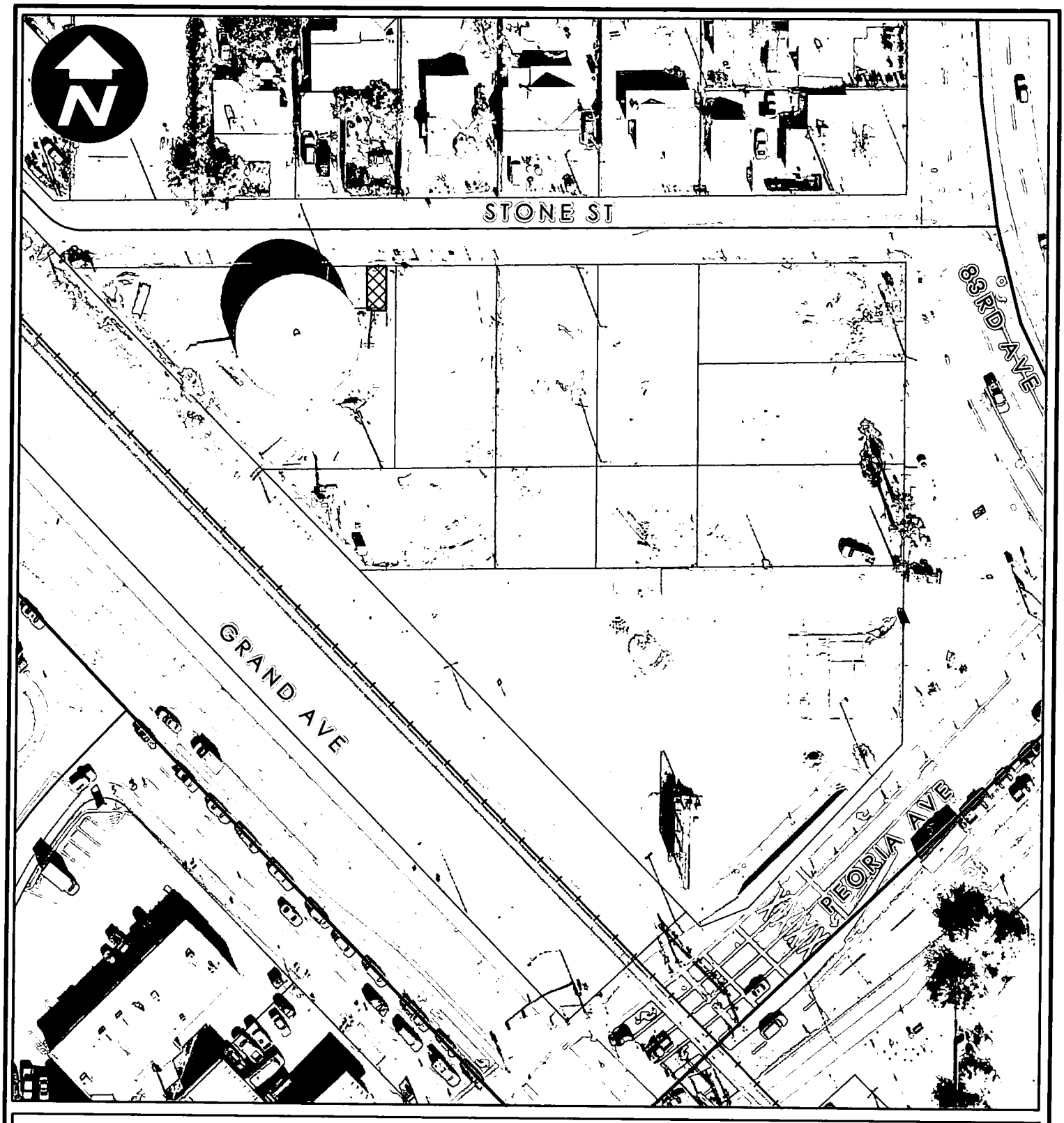
ATTACHMENTS:

1. Vicinity Map
2. 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. #** 09-151
LCON#_____ **LIC. #**_____
Action Date:



LEGEND

Easement

City of Peoria

Electric Line Easement

CITY OF PEORIA

GIS Geographic Information Systems

CITY OF PEORIA ARIZONA

NOTE:

This Map is based on imprecise source data, subject to change and FOR GENERAL REFERENCE ONLY.

Source Document: O:\PROJECTS\ENGINEERING\Individuals\Angela\Maps_by_William\Stone_St_Utility_Easement

ENG WSB 2009-11-05

RESOLUTION NO. 09-151

RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, ARIZONA, AUTHORIZING THE GRANTING OF A UTILITY EASEMENT TO ARIZONA PUBLIC SERVICE COMPANY TO INSTALL UNDERGROUND ELECTRIC TRANSMISSION LINES AND FACILITIES RELATED TO THE IMPROVEMENTS AT THE STONE STREET WELL.

WHEREAS, Arizona Public Service Company (APS) has been requested, by the City of Peoria, to supply power to the Stone Street Well Site and APS will require the City to grant a Utility Easement for the power lines and related facilities.

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 a Utility Easement to Arizona Public Service Company, 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 Utility Easement to Arizona Public Service Company, and authorize the City Manager to execute the easement.

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria, Arizona this 15th day of December 2009.

_____
Bob Barrett, Mayor

ATTEST:

_____
Mary Jo Waddell, City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Kemp, City Attorney

Attachment(s):

1. Utility Easement

SE ¼ SEC 22 3N 1E
W470061
142-42-039
09-50
JNJ

PEORIA-APS
UTILITY EASEMENT

THE CITY OF PEORIA, 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 (hereinafter called "Grantor's Property"):

Lot 1, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona in Book 969 of Maps, Page 45 being situated in the Southeast quarter Section 22, Township 3 North, Range 1 East of the Gila and Salt River Base and Meridian Maricopa County, Arizona.

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, 8 feet in width or as further described in attached exhibits 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; and install, operate and maintain telecommunication wires, cables, conduits, fixtures and facilities solely for Grantee's own use incidental to supplying electricity (said electrical and telecommunication lines, facilities and fixtures collectively herein called "Grantee Facilities"). Grantee Facilities shall consist of underground electric lines and appurtenant facilities including pad mounted equipment, the locations of which are set forth in Exhibit "B." In no event may any overhead electric lines and associated overhead equipment be installed unless in an emergency to restore power. 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. However, Grantor reserves all other rights, interests and uses of the Easement Premises 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, driveways, 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 without the prior written consent of Grantee, 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.

Grantee shall not have the right to use the Easement Premises to store gasoline or petroleum products, hazardous or toxic substances, or flammable materials; provided however, that this prohibition shall not apply to any material, equipment or substance contained in, or a part of, the Grantee Facilities, provided that Grantee must comply with all applicable federal, state and local laws and regulations in connection therewith. Additionally, the Easement Premises may not be used for the storage of construction-related materials or to park or store construction-related vehicles or equipment except on a temporary basis to construct, reconstruct, replace, repair, operate, or maintain the Grantee Facilities.

Grantor shall maintain a clear area that extends 2 feet from and around all edges of all transformer pads and other equipment pads, and a clear operational area that extends 10 feet immediately in front of all transformer and other equipment openings, as shown on Exhibit "B" attached hereto and made a part hereof. No obstructions, trees, shrubs, fixtures, or permanent structures shall be placed or permitted by Grantor within said areas. Grantee is hereby granted the right to trim, prune, cut, and clear away trees, brush, shrubs, or other obstructions within said areas.

Grantee shall exercise reasonable care to avoid damage to the Easement Premises and all improvements thereon and agrees that following any installation, excavation, maintenance, repair, or other work by Grantee within the Easement Premises, the affected area, including without limitation, all pavement, landscaping, cement, and other improvements permitted within the Easement Premises pursuant to this easement will be restored by Grantee to as close to original condition as is reasonably possible, at the expense of Grantee.

Grantor reserves the right to require the relocation of Grantee Facilities to a new location within Grantor's Property; provided however, that: (1) Grantor pays the entire cost of redesigning and relocating Grantee Facilities; and (2) Grantor provides Grantee with a new easement in a form and location acceptable to Grantee and at no cost to Grantee. Upon the acceptance by Grantee of a new easement and after the relocation of Grantee Facilities to the new easement area, Grantee shall abandon its rights to use the Easement Premises granted in this easement. The easement granted herein shall not be deemed abandoned except upon Grantee's execution and recording of a formal instrument abandoning the easement.

If any of Grantee's electric facilities in this easement are not being used or are determined not to be useful, Grantor may request that the facilities that are no longer needed be removed and that portion of the easement be abandoned. Grantee will execute and record a formal instrument abandoning the easement, or a portion thereof. Any facilities that are determined to still be needed for Grantee's electrical system can be relocated pursuant to the above relocation requirements.

Grantee shall not have the right to transfer, convey or assign its interests in this easement to any individual, corporation, or other entity (other than to an affiliated entity of Grantee or an entity that acquires from Grantee substantially all of Grantee's electric distribution facilities within the area of Grantor's Property) without the prior written consent of Grantor, which consent shall not be unreasonably withheld. Grantee shall notify Grantor of the transfer, conveyance or assignment of any rights granted herein.

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.

[THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, **CITY OF PEORIA, an Arizona municipal corporation,** has caused this Utility Easement to be executed by its duly authorized representative, this _____ day of _____, 200__.

CITY OF PEORIA, an Arizona municipal corporation,

By: _____
Carl Swenson
Its: City Manager

Approved as to form:

_____
Stephen M. Kemp, City Attorney

ATTEST:

_____
Mary Jo Waddell, City Clerk

STATE OF Arizona }
} ss.
County of Maricopa }

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"
(METES AND BOUNDS)

An easement over a portion of land located in the Southeast quarter of Section 22, Township 3 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being more particularly described as follows:

Commencing at the Northeast property corner of said Lot 1, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona in Book 969 of Maps, Page 45.

Thence South 89°10'00" West along the North property line of said Lot 1 a distance of 5.71 feet to the Point of Beginning of APS EASEMENT.

Thence South 00°12'50" East a distance of 25.96 feet;

Thence South 89°47'10" West a distance of 11.33 feet;

Thence North 00°12'50" West a distance of 25.84 feet;

Thence North 89°10'00" East a distance of 11.33 feet along said North property line to the Point of Beginning of APS EASEMENT.

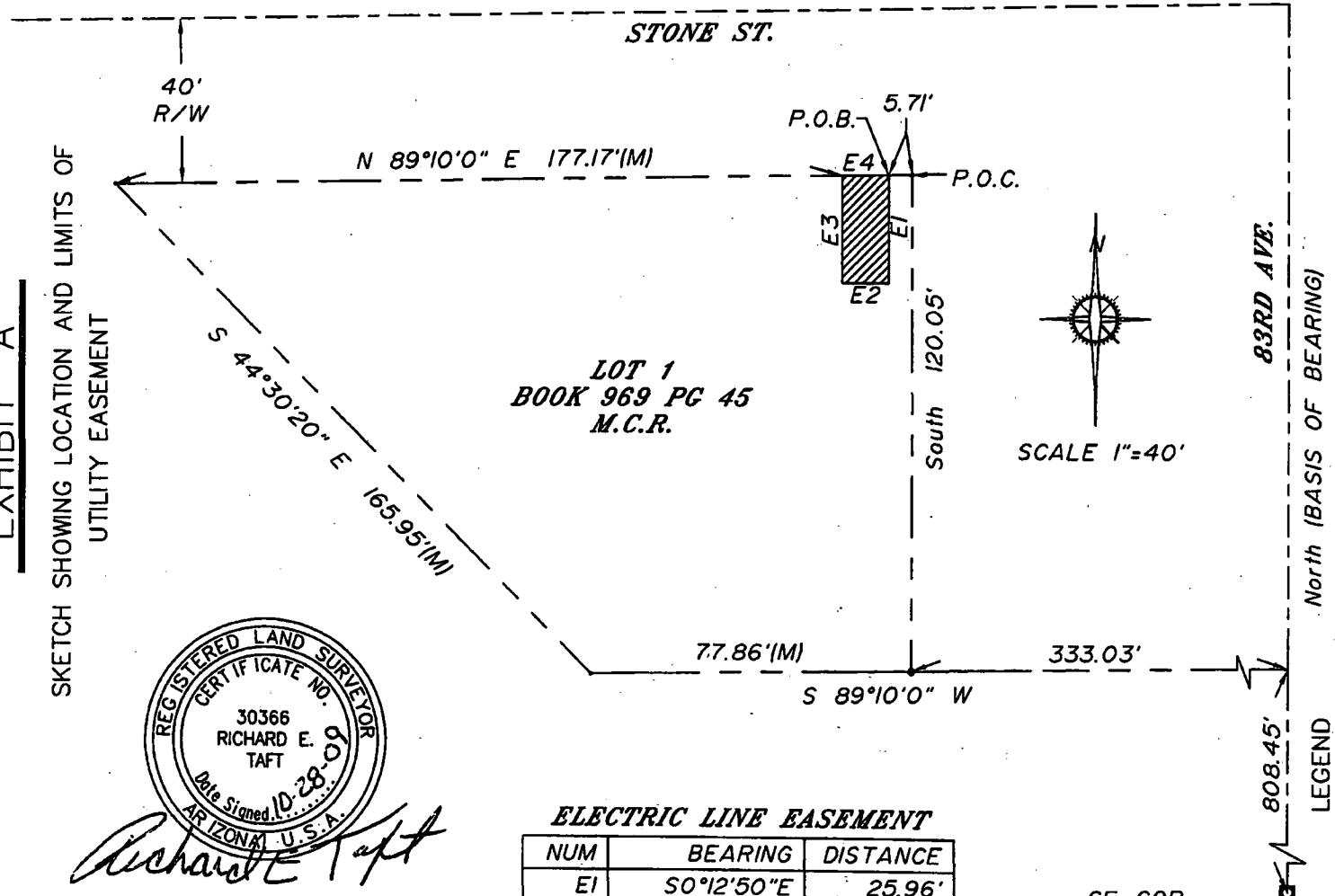
REGISTERED LAND SURVEYOR
CERTIFICATE NO.
30366
RICHARD E.
TAFT
Date Signed 11-06-09
ARIZONA, U.S.A.

Richard E. Taft

EXPIRES 9-30-2011

EXHIBIT "A"

SKETCH SHOWING LOCATION AND LIMITS OF UTILITY EASEMENT



JOB# W470061	DATE: 10/27/09
SE 1/4 SEC 22 T 3N R 1E	
SCALE: 1"= 40'	INDEX 09-50
R/W: JAYSON JOHNSON	
SURVEY: JOHNSON-TAFT	
DRAWN BY: JOHNSON	

LEGEND

- EASEMENT AREA
- ROAD CENTERLINE
- PROPERTY LINE
- PROPERTY CORNER
- P.O.B. POINT OF BEGINNING
- M.C.R. MARICOPA COUNTY RECORDER
- P.O.C. POINT OF CMMENCEMENT

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
30366
RICHARD E.
TAFT
Date Signed 10-28-09
ARIZONA U.S.A.

Richard E Taft

EXPIRES 9-30-2011

ELECTRIC LINE EASEMENT

NUM	BEARING	DISTANCE
E1	S0°12'50"E	25.96'
E2	S89°47'10"W	11.33'
E3	N0°12'50"W	25.84'
E4	N89°10'00"E	11.33'