

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATIONS**

CC: 12C
Amend No. _____

Date Prepared: January 08, 2010

Council Meeting Date: February 16, 2010

TO: Carl Swenson, City Manager

THROUGH: Susan J. Daluddung, Deputy City Manager 

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

THROUGH: Kristine Luna, SRWA, Senior Real Property Administrator 

SUBJECT: Power Distribution Easement, Salt River Project Agricultural Improvement and Power District, in conjunction with the Olive Avenue and Loop 101 Traffic Interchange Improvements, south side of Olive Avenue west of the Loop 101 (P-0607, EN00219)

RECOMMENDATION:

Discussion and possible action to adopt a Resolution authorizing the City Manager to execute a Power Distribution Easement to Salt River Project Agricultural Improvement and Power District (SRP) associated with relocation and undergrounding of an existing power line in conjunction with the Olive Avenue and Loop 101 Traffic Interchange Improvement Project.

SUMMARY:

To meet the City's construction schedule, SRP agreed to relocate and underground all overhead power along the south side of Olive Avenue, west of the Loop 101 to the limits of our road widening project prior to the City granting an easement. SRP is now requesting an easement over City owned property to allow them to perfect their easement rights and maintain these facilities.

FISCAL NOTE:

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

ATTACHMENT:

- 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. # 2010-12
LCON# _____ LIC. # _____
Action Date: _____

RESOLUTION NO. 2010-12

RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, ARIZONA, AUTHORIZING THE GRANTING OF A POWER DISTRIBUTION EASEMENT TO SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT TO RELOCATE AND UNDERGROUND ELECTRIC TRANSMISSION LINES RELATED TO THE WIDENING OF OLIVE AVENUE BETWEEN THE LOOP 101 FREEWAY AND 94TH AVENUE.

WHEREAS, Salt River Project (SRP) has been requested, by the City of Peoria, to relocate and underground all overhead power along the south side of Olive Avenue, west of the Loop 101 to the limits of our road widening project. SRP is requesting that the City grant a Power Distribution Easement for the power lines.

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 Power Distribution Easement to Salt River Project, 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 Power Distribution Easement to Salt River Project, and authorize the City Manager to execute the easement.

Resolution No. 2010-12
Salt River Project
February 16, 2010
Page 2 of 9

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria,
Arizona this 16th day of February, 2010.

Bob Barrett, Mayor

ATTEST:

Mary Jo Waddell, City Clerk

APPROVED AS TO FORM:

Stephen M. Kemp, City Attorney

ATTACHMENT:

1. Easement

WHEN RECORDED MAIL TO:

SALT RIVER PROJECT
Land Department/PAB400
P. O. Box 52025
Phoenix, Arizona 85072-2025

POWER DISTRIBUTION EASEMENT

Maricopa County
Olive Ave
NE4 Sec. 33 T3N R1E

Agt. MNT
Job # KJ6-259
W W C WLG

CITY OF PEORIA,
an Arizona municipal corporation,

hereinafter called Grantor, for and in consideration of the sum of One Dollar, and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant and convey to **SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT**, an agricultural improvement district organized and existing under the laws of the State of Arizona, its agents, employees, contractors and permittees and its and their respective successors and assigns, hereinafter called the Grantee, a non-exclusive easement in, upon, over, under, across, through and along the lands hereinafter described (such lands hereinafter described being sometimes referred to herein as the "Easement Parcel") to construct, install, reconstruct, replace, remove, repair, operate and maintain underground electrical conductors, conduits, pipes, cables, vaults, pads, switching equipment, enclosures, manholes and transformers and all other appliances, appurtenances and fixtures (collectively "Facilities") for the transmission and distribution of electricity and for all other purposes connected therewith at such locations and elevations, in, upon, over, under, across, through and along the Easement Parcel as Grantee may now or hereafter deem convenient or necessary from time to time, together with the right of ingress and egress to, from, across and along the Grantor's Property. Grantee is hereby authorized to permit others to use the Easement Parcel for additional Facilities jointly with or separately from the Grantee for their purposes.

The lands in, upon, over, under, across, through and along which this easement is granted are situated in the County of Maricopa, State of Arizona, and are more particularly described as:

Grantor's Property:

A portion of the Northeast quarter of Section 33, Township 3 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Easement Parcel:

Said easement described on Exhibit A, attached hereto and by this reference made a part hereof.

CAUTION: Facilities placed within the Easement Parcel may contain high voltage electrical equipment. Notice is hereby given that the location of underground electrical conductors or facilities must be verified as required by Arizona Revised Statutes, Section 40-360.21, et. seq., Arizona Blue Stake Law, prior to any excavation.

Grantor shall maintain a clear area that extends 3.00 feet from and around all edges of all transformer pads and other equipment pads, and a clear operational area that extends 12.00 feet immediately in front of all transformer and other equipment openings. No obstruction, trees, shrubs, fixtures or permanent structures shall be placed within said areas.

Grantor shall not construct, install or place, or permit to be constructed, installed or placed any building or other structure, plant any trees, drill any well, store materials of any kind, or alter ground level by cut or fill, within the area of the Easement Parcel.

Grantee shall have the right (but not the obligation) to trim, cut and clear away trees, brush or other vegetation on, the Easement Parcel whenever in its judgment the same shall be necessary for the convenient and safe exercise of the rights herein granted.

In the event Grantee records a document to formally abandon the easement granted herein, all Grantee's rights hereunder shall cease, except the right to remove any and all property placed upon the Easement Parcel within a reasonable time subsequent to such abandonment.

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, personal representatives, legal representatives, successors (including successors in ownership and estate), assigns and lessees of the Grantor and Grantee.

The individual executing this document represents and warrants: (i) that he or she is authorized to do so on behalf of Grantor; (ii) that he or she has full legal power and authority to bind Grantor in accordance with the terms herein and, if necessary, has obtained all required consents or delegations of such power and authority (whether from any partner, owner, spouse, shareholder, director, member, manager, creditor, investor, developer, governmental authority, judicial or administrative body, association, or other person or entity); and (iii) that the execution, delivery, and performance by Grantor of this document and all others relating to the easement will not constitute a default under any agreement to which Grantor is a party. The individual executing this document shall indemnify, defend and hold harmless Grantee for, from and against any and all losses, costs, expenses, liabilities, claims, demands, and actions of any kind or nature, including court costs and attorneys' fees, arising or accruing as a result of the falsity of any of his or her representations and warranties contained in this document.

IN WITNESS WHEREOF, **THE CITY OF PEORIA**, a municipal corporation,
has caused its name to be executed by its duly authorized representative(s) this _____
day of _____, 2010.

THE CITY OF PEORIA,
a municipal corporation

By: _____
Carl Swenson
Its: City Manager

APPROVED AS TO FORM:

ATTEST:

Stephen M. Kemp, City Attorney
City of Peoria

Mary Jo Waddell, City Clerk

STATE OF ARIZONA)
) SS.
COUNTY OF MARICOPA)

On this _____ day of _____, _____, before me, the undersigned,
personally appeared _____, the
_____, of **THE CITY OF PEORIA**, a municipal
corporation, and such authorized representative acknowledged that this document was
executed on behalf of the corporation for the purposes therein contained.

Notary Public

My Commission Expires:

Notary Stamp/Seal

Note: This instrument is exempt from the real estate transfer fee and affidavit of
legal value required under A.R.S. Sections 11-1132 and 11-1133 pursuant to the
exemptions set forth in A.R.S. Sections 11-1134(A)(2) and (A)(3).

Exhibit "A"

A portion of Section 33, Township 3 North, Range 1 East, Gila and Salt River Meridian, more particularly described as follows;

Commencing at the North Quarter corner of said Section 33, an Arizona Department of Transportation brass cap in hand hole, from which the Northeast corner of said Section 33, a Maricopa County Department of Transportation brass cap in hand hole, bears North 88 degrees 17 minutes 13 seconds East (basis of bearings), a distance of 2658.74 feet;

thence coincident with the north line of said Section 33, North 88 degrees 17 minutes 13 seconds East, a distance of 882.38 feet;

thence departing said north line of Section 33 South 01 degrees 42 minutes 47 seconds East, a distance of 40.80 feet to the **Point of Beginning**;

thence North 87 degrees 31 minutes 43 seconds East, a distance of 4.00 feet;

thence South 02 degrees 28 minutes 17 seconds East, a distance of 11.86 feet;

thence North 88 degrees 20 minutes 23 seconds East, a distance of 48.22;

thence South 01 degrees 21 minutes 57 seconds East, a distance of 8.35 feet;

thence North 88 degrees 17 minutes 13 seconds East, a distance of 222.25 feet;

thence North 89 degrees 46 minutes 00 seconds East, a distance of 24.58 feet;

thence South 01 degrees 42 minutes 47 seconds East, a distance of 3.37 feet to the south line of the north 65 feet of said Section 33,

thence coincident with said south line of the north 65 feet, South 88 degrees 17 minutes 13 seconds West, a distance of 250.84 feet;

thence departing said south line, North 01 degrees 21 minutes 57 seconds West, a distance of 8.36 feet;

thence South 88 degrees 20 minutes 23 seconds West, a distance of 48.14 feet;

thence North 02 degrees 28 minutes 17 seconds West, a distance of 15.80 feet to the Point of Beginning.

Said easement contains 1269 square feet, more or less.

END OF DESCRIPTION



REGISTRATION
EXPIRES: 03-31-10

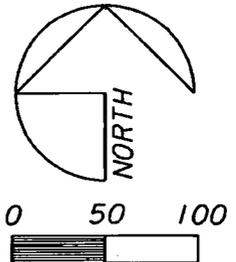
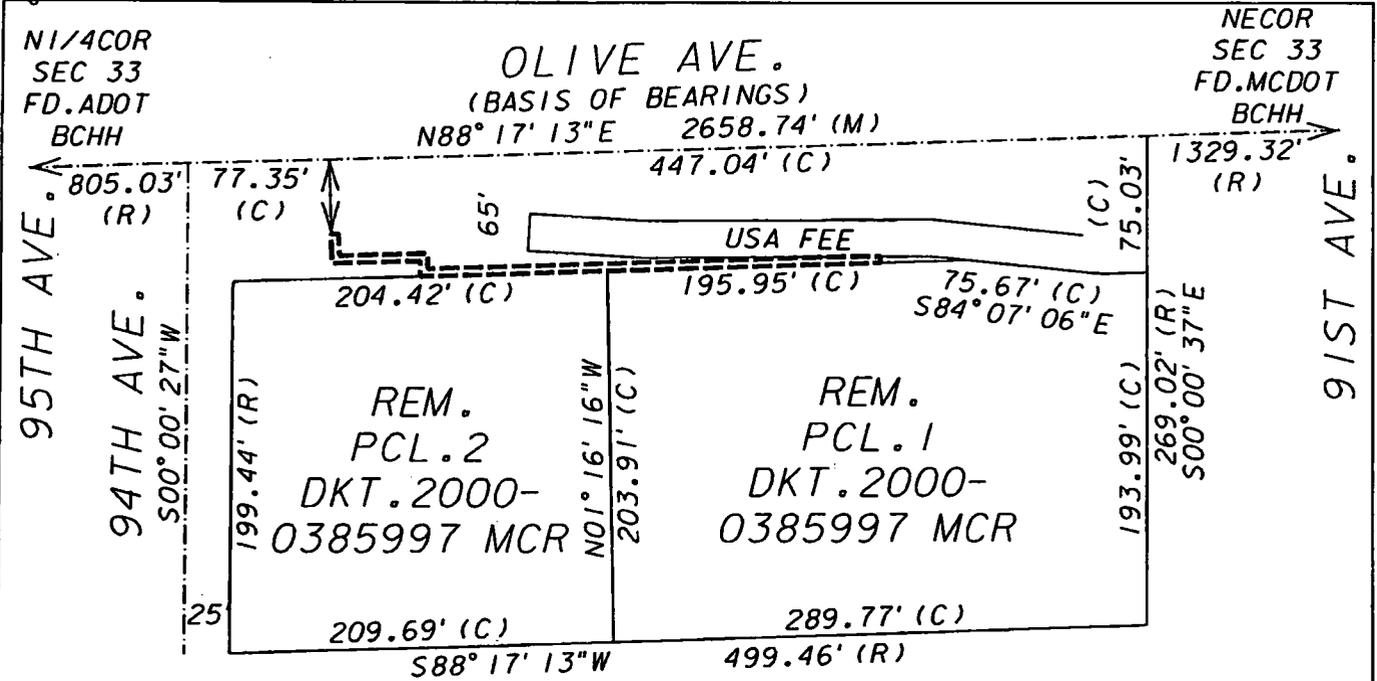


EXHIBIT "A"

SRP JOB #
KJ6-259

NOTE

THIS EXHIBIT IS INTENDED TO ACCOMPANY AN EASEMENT, IT IS NOT A SURVEY AND SHOULD NOT BE CONSTRUED AS SUCH.

EQUIPMENT PAD(S) ARE A PART OF THE EASEMENT UNLESS OTHERWISE NOTED.

CAUTION

THE EASEMENT LOCATION AS HEREON DELINEATED MAY CONTAIN HIGH VOLTAGE ELECTRICAL EQUIPMENT, NOTICE IS HEREBY GIVEN THAT THE LOCATION OF UNDERGROUND ELECTRICAL CONDUCTORS OR FACILITIES MUST BE VERIFIED AS REQUIRED BY ARIZONA REVISED STATUTES, SECTION 40-380.21, ET. SEQ., ARIZONA BLUE STAKE LAW, PRIOR TO ANY EXCAVATION.

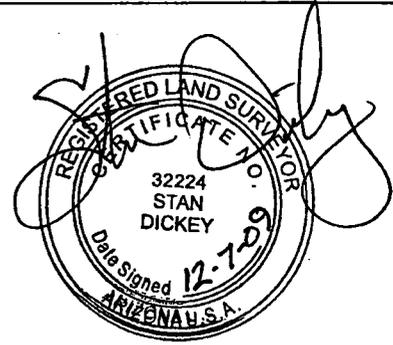
LEGEND

NOTE: SYMBOLS MAY NOT BE TO DRAWING SCALE, SO AS TO BETTER ENHANCE GRAPHICAL REPRESENTATION

- SECTION AND CENTERLINE
- PROPERTY LINE
- LIMITS OF EASEMENT

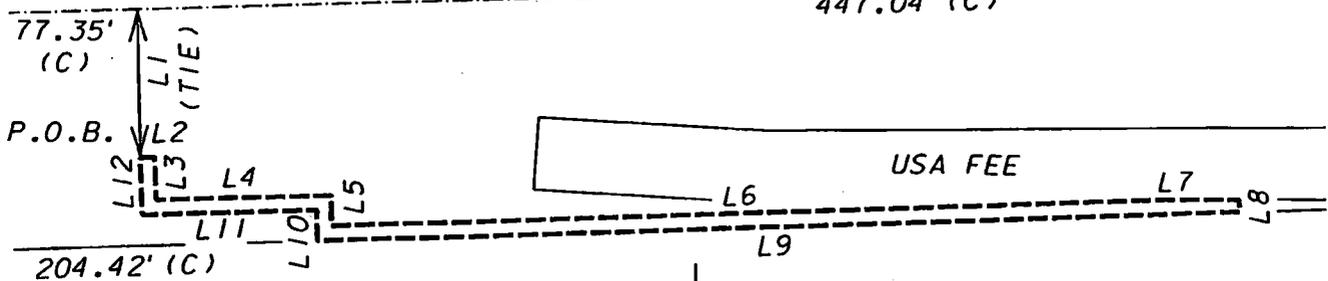
SALT RIVER PROJECT A.I. & POWER DISTRICT			
OLIVE AVE. AND LOOP 101 NE 1/4, SEC 33, T3N, R1E			
UNDERGROUND ELECTRIC POWER LINE RIGHT-OF-WAY MARICOPA COUNTY			
DESIGNED	<u>EARWOOD</u>	AGENT	<u>TILLER</u>
DRAWN	<u>G.GREEN</u>	APPROVED:	_____
DATE	<u>12-03-09</u>	APPROVED:	_____
SCALE	<u>1" = 100'</u>	SHEET	<u>1</u> OF <u>2</u>

EXHIBIT "A"



EXPIRES 3/31/2010

OLIVE AVE.
(BASIS OF BEARINGS)
N88° 17' 13" E 2658.74' (M)



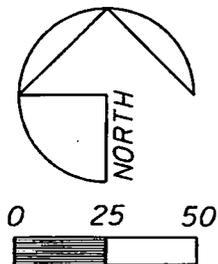
REM.
PCL. 2
DKT. 2000-
0385997 MCR

N01° 16' 16" W
203.91' (C)

REM.
PCL. 1
DKT. 2000-
0385997 MCR

- L1 S01° 42' 47" E 40.80' (C) (TIE)
- L2 N87° 31' 43" E 4.00' (C)
- L3 S02° 28' 17" E 11.86' (C)
- L4 N88° 20' 23" E 48.22' (C)
- L5 S01° 21' 57" E 8.35' (C)
- L6 N88° 17' 13" E 222.25' (C)
- L7 N89° 46' 00" E 24.58' (C)

- L8 S01° 42' 47" E 3.37' (C)
- L9 S88° 17' 13" W 250.84' (C)
- L10 N01° 21' 57" W 8.36' (C)
- L11 S88° 20' 23" W 48.14' (C)
- L12 N02° 28' 17" W 15.80' (C)



SRP JOB #
KJ6-259

SALT RIVER PROJECT A.I. & POWER DISTRICT	
OLIVE AVE. AND LOOP 101 NE 1/4, SEC 33, T3N, R1E	
UNDERGROUND ELECTRIC POWER LINE RIGHT-OF-WAY MARICOPA COUNTY	
DESIGNED <u>EARWOOD</u>	AGENT <u>TILLER</u>
DRAWN <u>G.GREEN</u>	APPROVED: _____
DATE <u>12-03-09</u>	APPROVED: _____
SCALE <u>1" = 50'</u>	SHEET <u>2</u> OF <u>2</u>