

ORDINANCE NO. 2444 NEW SERIES

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE CITY MANAGER TO EXECUTE EASEMENTS IN FAVOR OF SALT RIVER PROJECT ALONG THE SOUTH SIDE OF ORANGEWOOD AVENUE BETWEEN 77TH AND 79TH AVENUES FOR THE NEW GLENDALE UNIFIED SCHOOL DISTRICT ELEMENTARY SCHOOL; AND ORDERING THAT A CERTIFIED COPY OF THIS ORDINANCE BE RECORDED.

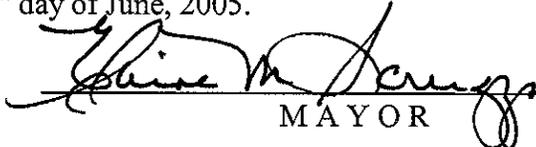
BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That the City Council hereby approves the easements and all the terms and conditions thereto and directs that the City Manager for the City of Glendale execute said document(s) granting Salt River Project easements upon, across, over and under the surface of certain property located within existing City property, in the form attached hereto as Exhibit A. The legal description is contained in the Easement(s).

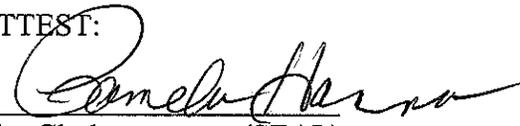
SECTION 2. That the City hereby reserves the right to use the easement premises in any manner that will not prevent or interfere with the exercise by Salt River Project of the rights granted hereunder; provided, however, that the City shall not obstruct, or permit to be obstructed, the easement premises at any time whatsoever without the express prior written consent of Salt River Project.

SECTION 3. That the City Clerk be instructed and authorized to forward a certified copy of this ordinance for recording to the Maricopa County Recorder's Office.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this 14th day of June, 2005.


MAYOR

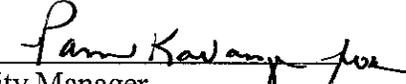
ATTEST:


City Clerk (SEAL)

APPROVED AS TO FORM:


City Attorney

REVIEWED BY:


City Manager

WHEN RECORDED MAIL TO:

SALT RIVER PROJECT

Land Department/PAB400

P. O. Box 52025

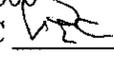
Phoenix, Arizona 85072-2025

EASEMENT

Maricopa County
Right of Way

R/W # 920 Agt. JML

Job #XA3-3606

W  C 

**CITY OF GLENDALE,
an Arizona municipal corporation**

hereinafter called Grantor, for and in consideration of the sum of Ten Dollars, 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 a line or lines of poles, towers, or other supporting structures and conductors or cables suspended thereon and supported thereby, and underground conduits, conductors, pipes, cables, vaults, manholes, guys, anchorage, crossarms, braces, transformers and all other appliances, appurtenances and fixtures (collectively "Facilities") for the transmission and distribution of electricity, and for all other purposes connected therewith and for the transmission and distribution of telephone, audio and/or visual signal and other communication or data transmission purposes at such locations and elevations, in, upon, over, under, across 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 and with the right to use lands adjacent to said easement during temporary periods of construction. 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:

Easement Parcel:

A portion of the Southeast Quarter of Section 2, Township 2 North, Range 1 East, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Said easement being 10.00 feet in width, lying 5.00 feet on each side of the following described centerline:

Commencing at the Center of Section 2, Township 2 North, Range 1 East; thence South 00 degrees 01 minutes 19 seconds West, a distance of 30.49 feet to the Point of Beginning; thence North 89 degrees 14 minutes 17 seconds East a distance of 293.88 feet; thence North 89 degrees 11 minutes 40 seconds East a distance of 436.32 feet; thence North 89 degrees 12 minutes 29 seconds East a distance of 357.21 feet; thence North 88 degrees 43 minutes 39 seconds East a distance of 236.08 feet to the Point of Terminus.

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. Notice is also hereby given that any activity performed within the Easement Parcel shall comply with the Arizona Overhead Powerline Safety Law, Arizona Revised Statutes 40-360.41-45.

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 to construct, modify and maintain access openings at such locations and of such dimensions as solely determined by Grantee in walls or fences within the Easement Parcel. Grantor shall, at its expense, provide Grantee openings, at such locations and of such dimensions as solely determined by Grantee in future walls or fences within the Easement Parcel. Grantor shall have the right to install gates across said openings and Grantor and Grantee shall have the right to use said gates, provided that any locked gates be subject to joint access by Grantor and Grantee by provision of a multiple locking device.

Subject to the provisions set forth herein, Grantor reserves the right to use and occupy the Easement Parcel for any purpose consistent with the rights and privileges above granted, provided, however, that such use shall not unreasonably interfere with Grantee's right and ability to construct, access, maintain and use the Facilities, or endanger any of the Facilities or the use thereof.

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.

IN WITNESS WHEREOF, **CITY OF GLENDALE**, a municipal corporation, has caused its name to be executed by its duly authorized representative(s), this _____ day of _____, 20_____.

APPROVED AS TO FORM:

CITY OF GLENDALE, a municipal corporation

City Attorney

By: City Manager

ATTEST:

City Clerk

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me this _____ day of _____, 20____, by
_____ and
_____, City Manager and City Clerk, respectively, of
the **CITY OF GLENDALE**, a municipal corporation of the State of Arizona.

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 11-1131 and 11-1132 pursuant to the exemptions set forth in A.R.S. Sections 11-1134(A)(2) and (A)(3).

69kv OH&UG MASTER Rev 9/96 JS&S
& Bill Phillips 5/97
Saras/Master Docs

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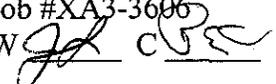
WHEN RECORDED MAIL TO:

SALT RIVER PROJECT

Land Department/PAB400
PO Box 52025
Phoenix, Arizona 85072-2025

AERIAL EASEMENT

Maricopa County
A portion of Parcel #142-26-006C

R/W # 920 Agt. JML
Job #XA3-3606
W  CBE

**CITY OF GLENDALE,
an Arizona municipal corporation**

hereinafter called Grantor, for and in consideration of the sum of Ten Dollars, 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 and contractors and its and their respective successors and assigns, hereinafter called the Grantee, a non-exclusive easement over, 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 for itself and others a line of conductors, cables, supports, and all other appliances, appurtenances and fixtures for the transmission and distribution of electricity and for all other purposes connected therewith (collectively "Facilities") and for the transmission and distribution of telephone, audio and/or visual signal and other communication or data transmission purposes at such locations and elevations, over, across 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 Easement Parcel. Grantee is hereby authorized to permit the wires, conductors, cables and facilities of others pursuant to this easement.

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

Grantor's Property:

Lot 1, Glendale Elementary School District No. 40 according to MINOR LAND DIVISION- LOT SPLIT, as recorded in Book 716 of Maps, Page 42, records of Maricopa County, Arizona.

Easement Parcel:

Said Easement being 8.00 feet in width, lying 4.00 feet on each side of the following described centerline:

Commencing at the Center of Section 2, Township 2 North, Range 1 East, of the Gila and Salt River Meridian; thence South 00 degrees 01 minutes 19 seconds West a distance of 44.00 feet to the Point of Beginning; thence North 89 degrees 14 minutes 17 seconds East, a distance of 293.88 feet to the Point of Terminus.

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 excavation. Notice is also hereby given that any activity performed within the Easement Property shall comply with the Arizona Overhead Powerline Safety Law, Arizona Revised Statutes 40-360.41-45.

Grantor shall not construct or permit to be constructed 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 limits of said easement.

Provided, however, that Grantor may, with the prior written consent and in the sole discretion of the Grantee, use the easement area for such purposes as landscaping, parks, golf courses, storm water retention basins, cross fences, trail and bike paths, alleys, driveways, road crossings, vehicle parking or storing, irrigation ditches, pipelines, and public utilities.

Grantor reserves the right to cultivate, graze, use and occupy said premises for any purpose consistent with the rights and privileges herein granted and which will not interfere with or endanger any of the equipment or other property of the Grantee or the use thereof.

Grantee shall have the right 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 herein granted.

In the event Grantee permanently abandons said easement, all Grantee's rights hereunder shall cease, except the right to remove any and all property placed upon easement 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.

IN WITNESS WHEREOF, **CITY OF GLENDALE**, a municipal corporation, has caused its name to be executed by its duly authorized representative(s), this _____ day of _____, 20_____.

APPROVED AS TO FORM: **CITY OF GLENDALE**, a municipal corporation

City Attorney

By: City Manager

ATTEST:

City Clerk

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me this _____ day of _____, 20____, by
_____ and
_____, City Manager and City Clerk, respectively, of
the **CITY OF GLENDALE**, a municipal corporation of the State of Arizona.

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 11-1131 and 11-1132 pursuant to the exemptions set forth in A.R.S. Sections 11-1134(A)(2) and (A)(3).

*69th OH&UG MASTER Rev 9/96 JS&S
& Bill Phillips 5/97
Soros/Master Docs*

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