

Recorded by:
City Clerk, City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

City of Glendale, Arizona

ORDINANCE NO. 2529 NEW SERIES

(PLEASE DO NOT REMOVE ~ THIS IS PART OF THE OFFICIAL DOCUMENT)

ORDINANCE NO. 2529 NEW SERIES

ELAINE M. SCRUGGS
MAYOR

ATTEST:

PAMELA HANNA
City Clerk

STATE OF ARIZONA)
County of Maricopa) ss
City of Glendale)

(SEAL)

APPROVED AS TO FORM:

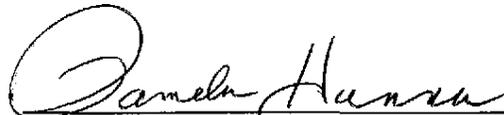
CRAIG TINDALL
City Attorney

I, the undersigned, Pamela Hanna, being the duly qualified City Clerk of the City of Glendale, Maricopa County, Arizona, certify that the foregoing Ordinance No. 2529 New Series is a true, correct and accurate copy of Ordinance No. 2529 New Series, passed and adopted at a regular meeting of the Council of the City of Glendale, held on the 26th day of September, 2006, at which a quorum was present and voted in favor of said Ordinance.

REVIEWED BY:

PAM KAVANAUGH for
City Manager

Given under my hand and seal this 6th day of October, 2006.


CITY CLERK

ORDINANCE NO. 2529 NEW SERIES

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE CITY MANAGER TO EXECUTE A UTILITY EASEMENT IN FAVOR OF ARIZONA PUBLIC SERVICE COMPANY TO CONTINUE TO PROVIDE SERVICE TO THE ENTRY AND RAMADA AREA AT THUNDERBIRD PARK IN GLENDALE, ARIZONA; AND ORDERING THAT A CERTIFIED COPY OF THIS ORDINANCE BE RECORDED.

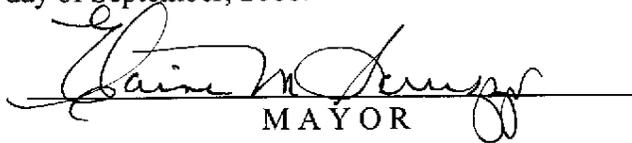
BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That the City Council hereby approves the utility easement and all the terms and conditions thereto and directs that the City Manager for the City of Glendale execute said document granting Arizona Public Service Company a utility easement 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.

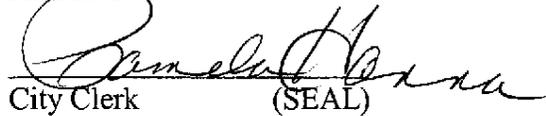
SECTION 2. That the City hereby reserves the right to use the easement premises in any manner that will not prevent or interfere with the exercise by Arizona Public Service Company of the rights granted hereunder; provided, however, that the City shall not obstruct, or permit to be obstructed, the easement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

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 26th day of September, 2006.


MAYOR

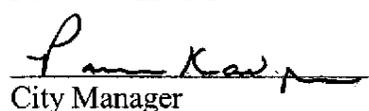
ATTEST:


City Clerk (SEAL)

APPROVED AS TO FORM:


City Attorney

REVIEWED BY:


City Manager

UTILITY EASEMENT

**SE18-4N-2E
W278268
APN # 200-02-001B
SMR**

CITY OF GLENDALE, an Arizona municipal corporation, (hereinafter called "Grantor"), is the owner of the following described real property located in Maricopa County, Arizona (hereinafter called "Grantor's Property"):

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

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 "B" 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; 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.

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.

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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 3 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 "C" attached hereto and made a part hereof. 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.

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IN WITNESS WHEREOF, The City of Glendale, an Arizona municipal corporation, has caused this Utility Easement to be executed by its duly authorized representative, this ____ day of _____, 2006.

CITY OF GLENDALE, an Arizona municipal corporation

Ed Beasley, City Manager

ATTEST:

Pamela Hanna, City Clerk

APPROVED AS TO FORM:

Craig Tindall, City Attorney

STATE OF ARIZONA }
 } ss.
County of MARICOPA }

This instrument was acknowledged before me this ____ day of _____, 2006 by _____, _____ for the City of Glendale.

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

My Commission Expires:

Notary Public

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EXHIBIT "A"

The North half of the Southeast quarter of Section 18, Township 4 North, Range 2 East of the Gila and Salt River Meridian, Maricopa County, Arizona.

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EXHIBIT "B"

COMMENCING at the Southeast corner of Section 18, Township 4 North, Range 2 East of the Gila and Salt River Meridian, Maricopa County, Arizona, said point located on the centerline of 59th Avenue, as shown in Book 10 of Road Maps, page 35 records of Maricopa County, Arizona;

Thence North 00 degrees 18 minutes East along said centerline of 59th Avenue, a distance of 1120.00 feet to the point of curvature of a tangent curve, concave to the West and having a radius of 539.50 feet;

Thence Northerly along the arc of said curve, through a central angle of 22 degrees 52 minutes, a distance of 215.30 feet;

Thence North 22 degrees 34 minutes West along said centerline of 59th Avenue, a distance of 928.70 feet to a point of curvature of a tangent curve, concave to the East and having a radius of 573.00 feet;

Thence Northerly along the arc of said curve, through a central angle of 29 degrees 05 minutes 02 seconds, a distance of 290.86 feet;

Thence leaving said centerline of 59th Avenue, North 83 degrees 28 minutes 58 seconds West a distance of 100.00 feet to a point on the West right of way line of said 59th Avenue, and the TRUE POINT OF BEGINNING of the easement herein described;

Thence North 86 degrees 16 minutes 41 seconds West, a distance of 314.49 feet;

Thence North 19 degrees 29 minutes 35 seconds West a distance of 19.41 feet;

Thence North 67 degrees 19 minutes 01 second East a distance of 7.70 feet;

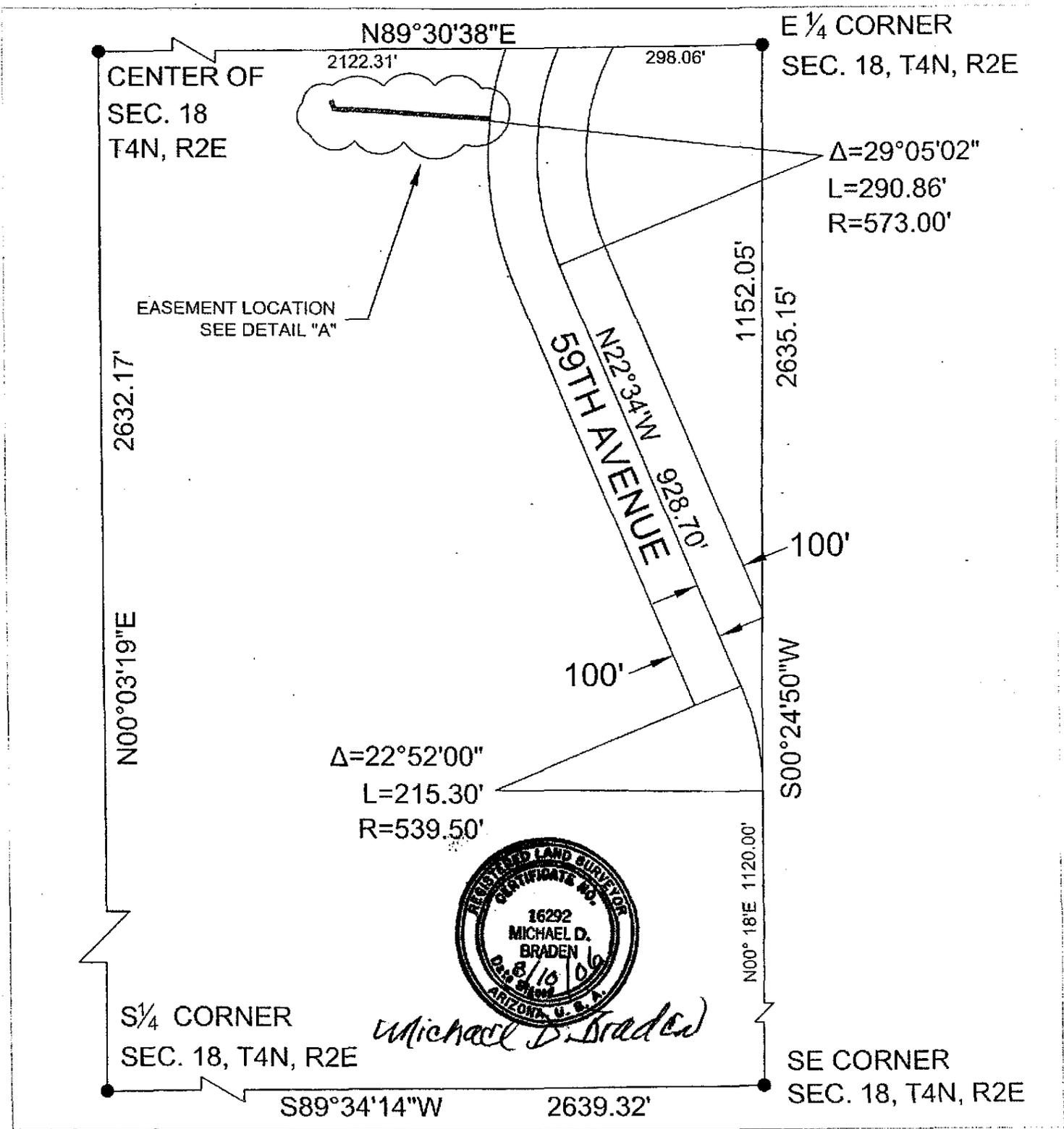
Thence South 19 degrees 45 minutes 06 seconds East a distance of 14.46 feet;

Thence South 86 degrees 16 minutes 41 seconds East a distance of 309.92 feet to a point on the West right of way line of 59th Avenue, and a point of curvature of a tangent curve, concave to the East and having a radius of 673.00 feet;

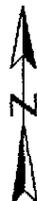
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**Thence South along the arc of said curve, through a central angle of 01 degree 19 minutes 05 degrees
a distance of 8.01 feet to the TRUE POINT OF BEGINNING.**

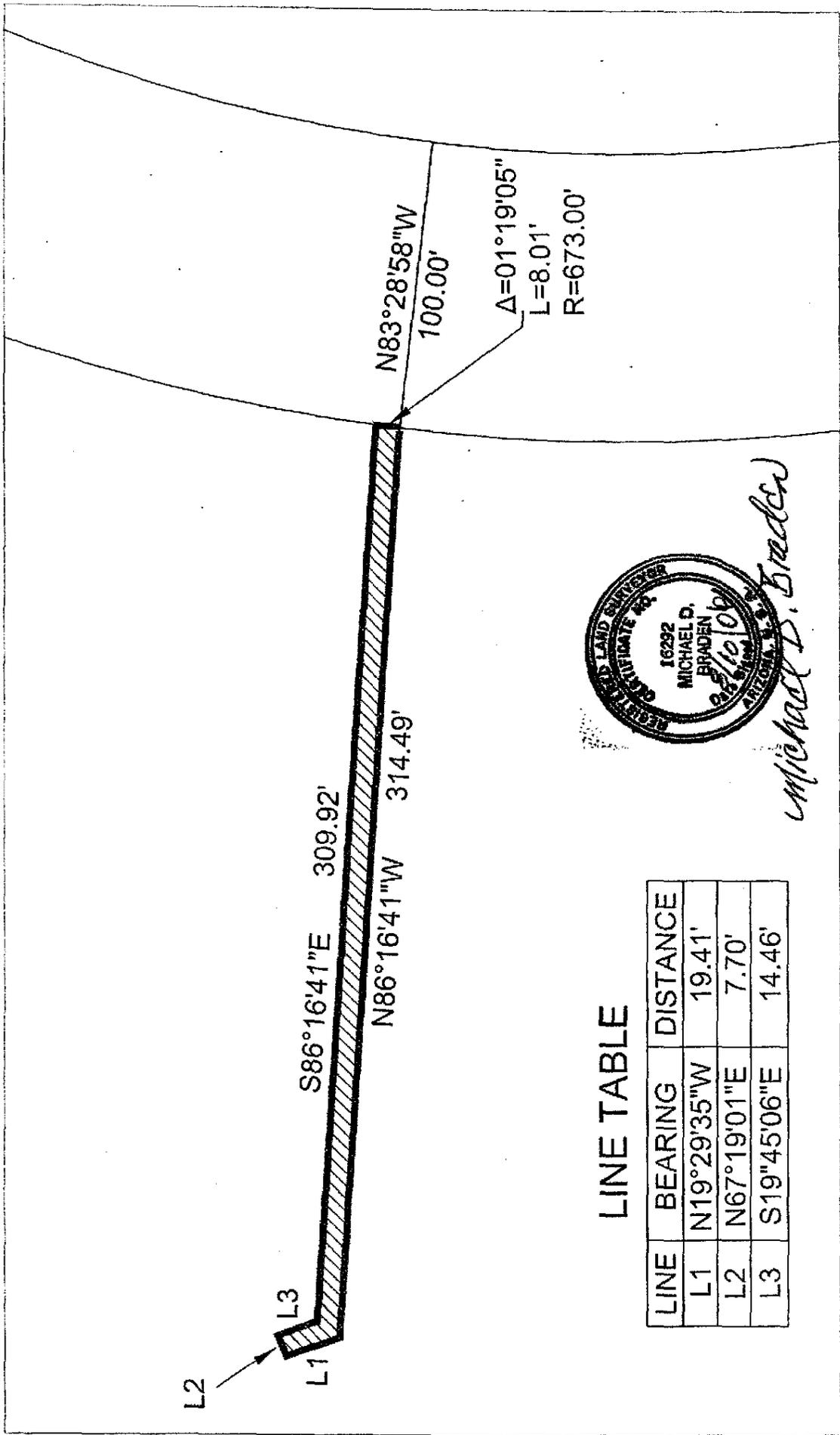
Said easement being 0.057 acres more or less.



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



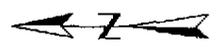
APS		EXHIBIT "B"
WO#:	W278268	DATE: 08/08/06
BY:	S. RENDON	SCALE: NTS
FILENAME:		SHEET 3 OF 4



Michael D. Braden

LINE TABLE

LINE	BEARING	DISTANCE
L1	N19°29'35\"W	19.41'
L2	N67°19'01\"E	7.70'
L3	S19°45'06\"E	14.46'



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

APS	EXHIBIT "B"
	DETAIL "A"
WO#:	W278268
DATE:	08/08/06
BY:	S. RENDON
SCALE:	NTS
FILENAME:	SHEET 4 OF 4