

RESOLUTION NO. 2018-33

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF FOUNTAIN HILLS, ARIZONA, GRANTING A POWER DISTRIBUTION EASEMENT TO SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF FOUNTAIN HILLS as follows:

SECTION 1. A power distribution easement, in the form attached hereto as Exhibit A and incorporated herein by reference, is hereby granted to Salt River Project Agricultural Improvement and Power District through, over, under and across and along property depicted and described in Exhibit A.

SECTION 2. The Mayor, the Town Manager, the Town Clerk and the Town Attorney are hereby authorized and directed to take all steps and to execute all documents necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Mayor and Council of the Town of Fountain Hills, Maricopa County, Arizona, this 1st day of May, 2018.

FOR THE TOWN OF FOUNTAIN HILLS:

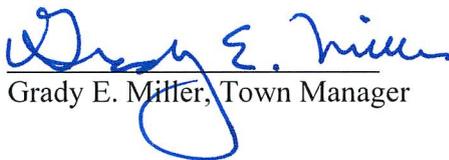
ATTESTED TO:


Linda M. Kavanagh, Mayor


Bevelyn J. Bender, Town Clerk

REVIEWED BY:

APPROVED AS TO FORM:


Grady E. Miller, Town Manager


Mitesh V. Patel,
Interim Town Attorney
Dickinson Wright PLLC

EXHIBIT A
TO
RESOLUTION NO. 2018-33

[POWER DISTRIBUTION EASEMENT]

See following pages.

WHEN RECORDED MAIL TO:

SALT RIVER PROJECT

Land Department/PAB350
P. O. Box 52025
Phoenix, Arizona 85072-2025

**EXEMPT PURSUANT TO
A.R.S. §§ 11-1134(A)(2) and (A)(3)**

POWER DISTRIBUTION EASEMENT

Maricopa County
Parcel # 176-13-617W
SE ¼, SEC. 21, T03N, R06E

Agt. HAS
Job # LJ64660 / T2172873
W AS C ↓ 3/19/18

**The Town of Fountain Hills,
an Arizona municipal corporation,**

hereinafter called Grantor, for and in consideration of the sum of Ten Dollars, and other valuable consideration, receipt and sufficiency 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, and its successors and assigns, hereinafter called Grantee, for use by Grantee and Grantee's employees, contractors, licensees, and invitees, a non-exclusive easement to construct, install, reconstruct, replace, remove, repair, operate and maintain underground electrical conduits and conductors, pipes, cables, switching equipment, transformers, pad-mounted equipment, enclosures, manholes, vaults, and all other appliances, appurtenances and fixtures (collectively, "Facilities") for the transmission and distribution of electricity, communication signals and data, and for all other purposes connected therewith at such locations and elevations, in, upon, over, under, across, through and along the Easement Parcel (defined below), as Grantee may now or hereafter deem convenient or necessary from time to time, together with the right of access to and from the Easement Parcel, over, across, through and along Grantor's Property (defined below) (collectively, the "Easement"). Grantee is hereby authorized to permit others to use the Easement for additional Facilities jointly with or separately from the Grantee for their purposes.

The lands in, upon, over, under, across, through and along which the 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 Southeast quarter of Section 21, Township 3 North, Range 6 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being more particularly described in SPECIAL WARRANTY DEED Instrument 2015-0186349 records of Maricopa County, Arizona.

Easement Parcel:

Said easement being a strip of land 8.00 feet in width, lying 4.00 feet on each side of the line described as "CENTERLINE OF 8' EASEMENT" delineated on Exhibit "A" (TOFH FS #2 PH1 PRIMARY RELOC, SRP Job No. T2172873), prepared by Salt River Project A.I. & Power District, dated 03-12-18, said Exhibit "A" attached hereto and made a part hereof. Said easement ALSO to include the equipment pad area as described and/or depicted on said Exhibit "A".

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.

The Easement is governed by the following terms and conditions:

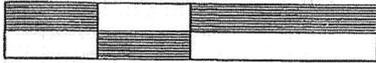
1. **Modification of Easement Parcel.** Grantor acknowledges that field conditions may result in the Facilities being installed within Grantor's Property in a location that is not within the Easement Parcel. After the completion of any construction or installation outside of the Easement Parcel, Grantee shall obtain Grantor's agreement with and execution of an amendment to this Easement modifying the legal description of the Easement Parcel to reflect the actual location of the Facilities (the "Amendment"). Upon the recordation of the Amendment, such revised legal description shall have the same force and effect, and create the same priority of interest, as if recorded concurrently with this instrument. Grantor may consent to the execution and recordation of the Amendment through the exercise of its sole discretion.
2. **Prohibited Activities.** Grantor shall not, whether directly or indirectly by granting permission, construct, install, or place any building or other structure, plant any trees, drill any wells, store materials of any kind, or alter the ground level, within the Easement Parcel. This paragraph 2 does not prohibit the use of the Easement Parcel for such purposes as landscaping (except trees), paved parking, sidewalks and/or driveways, provided that such use is otherwise in accordance with the terms of this Easement, and does not interfere with the efficient operation and maintenance of the Facilities, including access thereto. To obtain clarification as to whether or not a particular construction activity is prohibited by the first sentence of this paragraph 2, Grantor may request Grantee's prior written approval to grade or install improvements ("Work") within the Easement Parcel by submitting all construction, grading, or other development plans, as applicable, describing the proposed Work. Grantee may grant or deny such approval through the exercise of Grantee's sole discretion, provided that Grantee's review and right to approve shall be limited to whether the proposed Work conflicts with the existing Facilities, including access thereto. Any such approval is hereby subject to Grantor complying with all other provisions of this Easement.
3. **Clear Areas.** 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 area that extends 12.00 feet immediately in front of all transformer and other equipment openings ("Clear Areas"). No improvements, fixtures, trees, shrubs, or other obstructions shall be placed within the Clear Areas. Grantee shall have the right (but not the obligation) to remove any obstructions within the Clear Areas.

4. Additional Grantee Rights. Grantee shall have the right (but not the obligation) to trim, cut and clear away trees, brush or other vegetation on, or which encroaches into, the Easement Parcel or the Clear Areas, whenever in its judgment the same shall be necessary for the convenient and safe exercise of the rights herein granted. Grantor agrees that any fences or walls which now cross or hereafter cross Grantor's Property will not prevent Grantee's access to the Easement Parcel or the Facilities. Grantor further agrees that Grantee can use gates on all such fences or walls for such access.
5. Perpetual Nature of Easement. The Easement, and Grantee's rights hereunder, shall be perpetual, and shall not terminate until, and unless abandoned through the recordation of a document formally abandoning the Easement, which references this instrument and is executed and acknowledged by Grantee. Upon such recordation, 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.
6. Successors and Assigns. The benefits and burdens, and the covenants and agreements herein set forth shall run with and burden the land and shall extend and inure in favor and to the benefit of, and shall be binding on Grantor and Grantee and their successors and assigns.
7. Rights and Remedies Cumulative. The rights and remedies hereunder are cumulative, and the exercise of any one or more of such rights or remedies shall not preclude the exercise, at the same or different times, of any other right or remedy available.
8. Private Use. The provisions of this Easement Agreement are not intended to and do not constitute a grant, dedication, or conveyance for public use of the Easement Parcel. The rights herein created are private and for the benefit only of Grantor and Grantee and their successors and assigns.
9. Warranty of Title. Grantor represents and warrants that: (i) fee simple title to the Grantor's Property and Easement Parcel is vested in Grantor, and (ii) Grantor has full power and authority to grant the Easement and to perform its obligations under this document.
10. Authority to Bind Grantor. The individual executing this document represents and warrants: (i) that he or she is authorized to do so on behalf of Grantor, and (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).

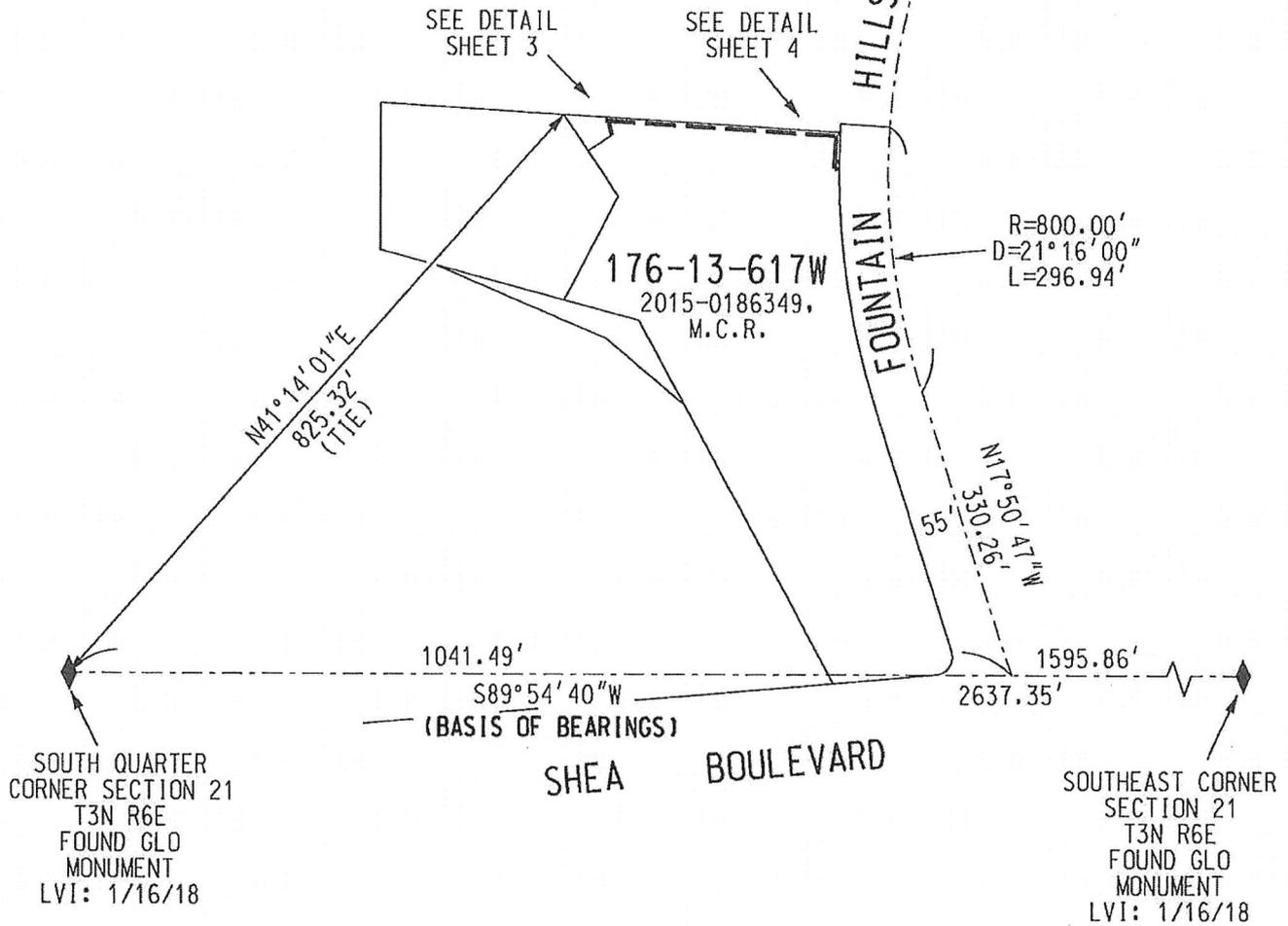
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EXHIBIT "A"

0 100 200 400



NORTH



SALT RIVER PROJECT
AGRICULTURAL IMPROVEMENT & POWER DISTRICT



SURVEY DIVISION
LAND DEPARTMENT

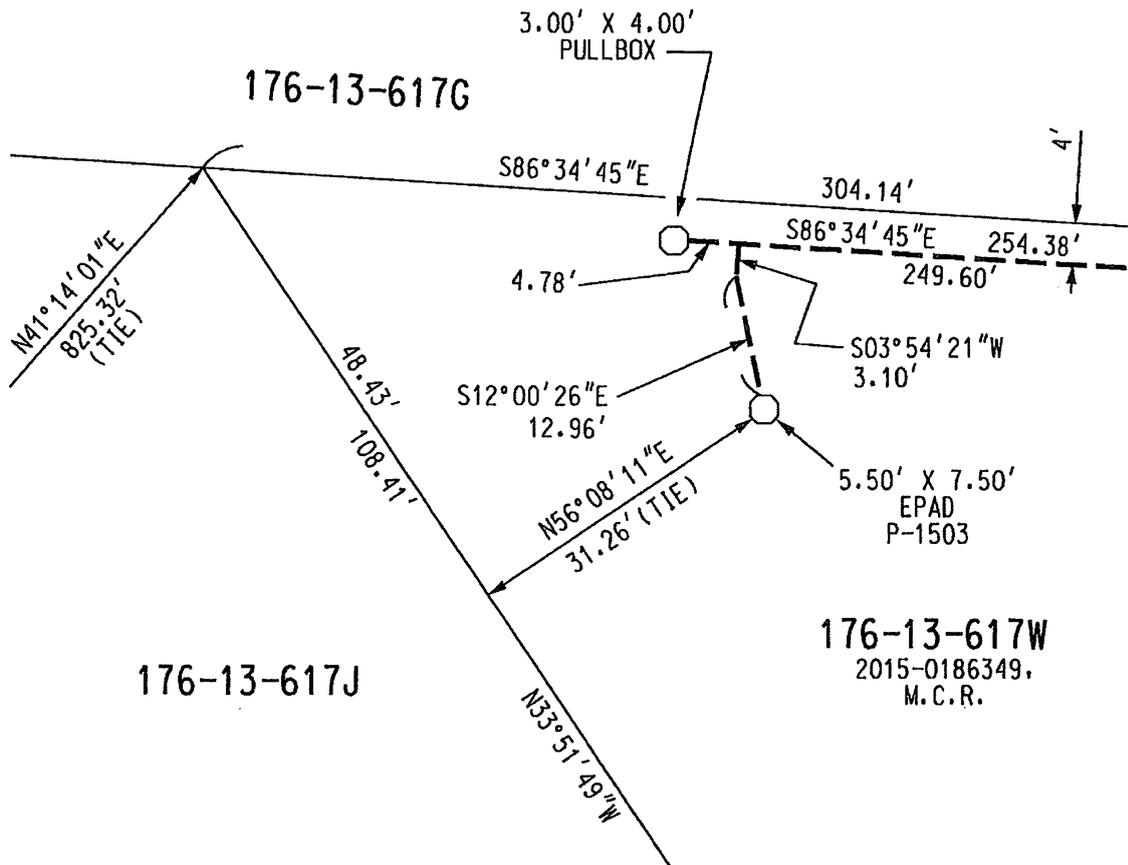
SRP LDWR NUMBER: 16-0591-NC	SCALE: N.T.S.
AMP/ I.O. NUMBER: T2172873	SHEET: 2 OF 4
AGENT: SOLIZ <i>JS</i> 3/19/18	SHEET SIZE: 8.5"x11"
DRAWN: BH	REVISION: 0
CHECKED BY: <i>WOOLGAR</i>	CREW CHIEF: DOWNIE
DATE: 3/12/18	FIELD DATE: 2/23/18

TOFH FS #2 PH 1
PRIMARY RELOC
SE1/4 SEC 21, T3N-R6E
32.7E-14.1N

EXHIBIT "A"



NORTH
DETAIL
N.T.S.



MATCH SHEET 4

176-13-617J

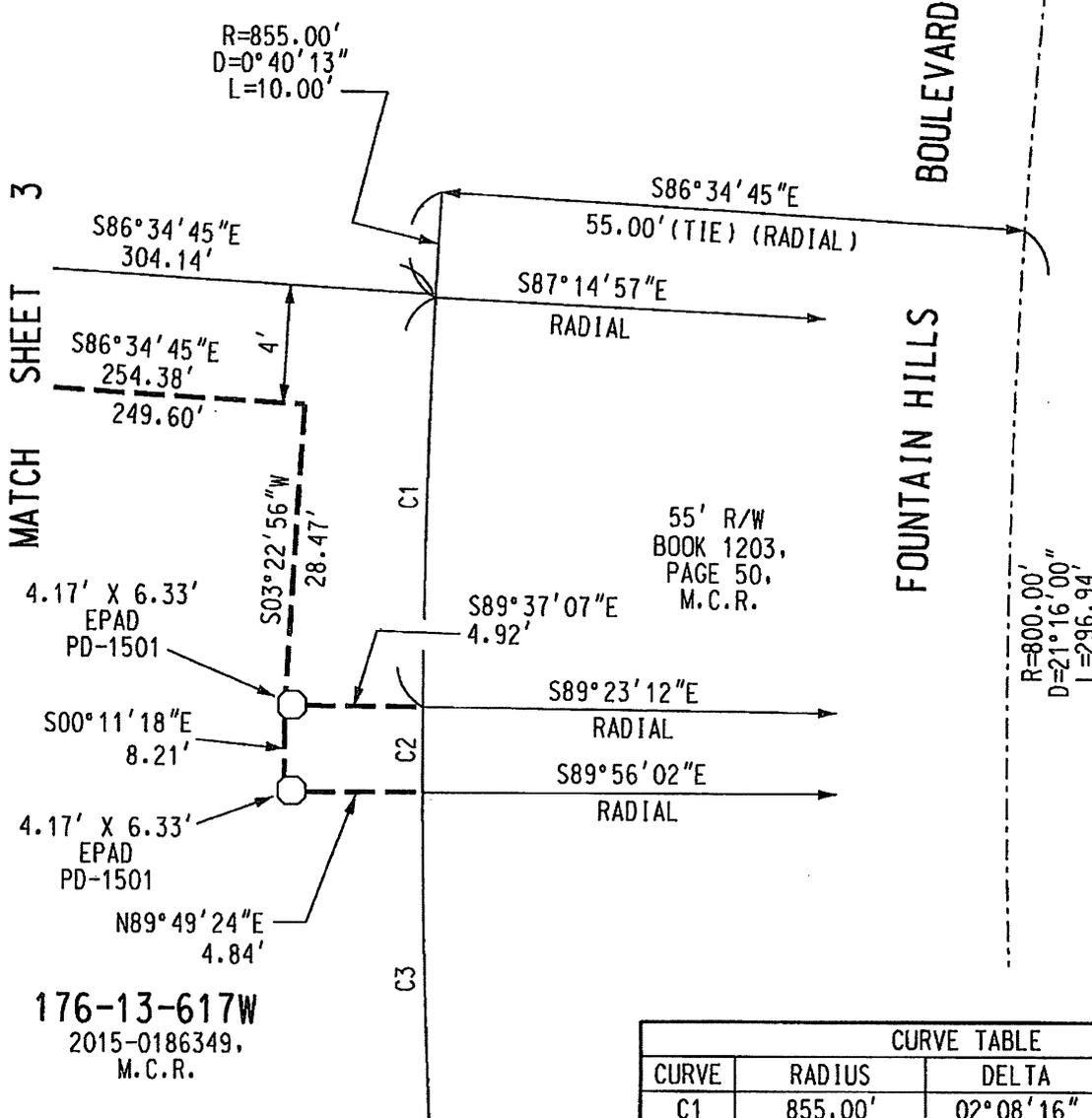
176-13-617W
2015-0186349,
M.C.R.

SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT & POWER DISTRICT		 SURVEY DIVISION LAND DEPARTMENT
SRP LDWR NUMBER: 16-0591-NC	SCALE: N.T.S.	
AMP/ I.O. NUMBER: T2172873	SHEET: 3 OF 4	TOFH FS #2 PH 1 PRIMARY RELOC SE1/4 SEC. 21, T3N-R6E 32.7E-14.1N
AGENT: SOLIZ <i>JS</i> 3/19/18	SHEET SIZE: 8.5"x11"	
DRAWN: BH	REVISION: 0	
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EXHIBIT "A"



NORTH
DETAIL
N. T. S.



176-13-617W
2015-0186349,
M.C.R.

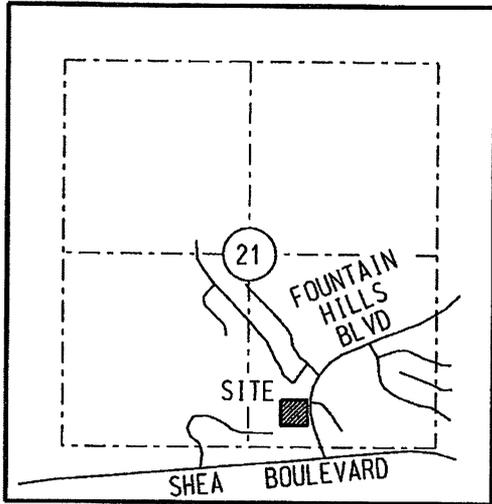
CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C1	855.00'	02°08'16"	31.90'
C2	855.00'	00°32'50"	8.17'
C3	855.00'	17°54'41"	267.29'

SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT & POWER DISTRICT	
SRP LDWR NUMBER: 16-0591-NC	SCALE: N. T. S.
AMP/ I. O. NUMBER: T2172873	SHEET: 4 OF 4
AGENT: SOLIZ <i>JS</i> 3/19/18	SHEET SIZE: 8.5"x11"
DRAWN: BH	REVISION: 0
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DATE: 3/12/18	FIELD DATE: 2/23/18

SRP SURVEY DIVISION
LAND DEPARTMENT

**TOFH FS #2 PH 1
PRIMARY RELOC
SE1/4 SEC 21, T3N-R6E
32.7E-14.1N**

EXHIBIT "A"



VICINITY MAP (N.T.S.)
T3N R6E
G&SRM



LEGEND

- SECTION AND CENTERLINE
- PROPERTY LINE
- CENTERLINE OF 8' EASEMENT
- EXISTING EASEMENT
- ◆ SECTION CORNER AS NOTED
- EQUIPMENT PAD UNLESS OTHERWISE NOTED ARE PART OF THE EASEMENT

ABBREVIATION TABLE

EPAD	ELECTRICAL EQUIPMENT PAD
M.C.R.	MARICOPA COUNTY RECORDER
LVI	LAST VISUAL INSPECTION
N.T.S.	NOT TO SCALE
R/W	RIGHT OF WAY

BASIS OF BEARINGS:
THE ARIZONA STATE PLANE COORDINATE
SYSTEM, CENTRAL ZONE, NAD 83 DATUM.

NOTE: THIS JOB WORKS WITH SRP
LDWR #17-0406-NC/ AMP JOB NO. T2203042.

UNDERGROUND ELECTRIC POWER LINE RIGHT-OF-WAY, MARICOPA COUNTY, ARIZONA

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.

NOTES

THIS EXHIBIT IS INTENDED TO ACCOMPANY AN EASEMENT. ALL PARCELS SHOWN WERE PLOTTED FROM RECORD INFORMATION, AND NO ATTEMPT HAS BEEN MADE TO VERIFY THE LOCATION OF ANY BOUNDARIES SHOWN. THIS IS NOT AN ARIZONA BOUNDARY SURVEY.

ALL ELECTRIC LINES SHOWN ARE MEASURED TO THE WINDOW OF THE EQUIPMENT PAD UNLESS OTHERWISE NOTED.

SALT RIVER PROJECT
AGRICULTURAL IMPROVEMENT & POWER DISTRICT



SURVEY DIVISION
LAND DEPARTMENT

SRP LDWR NUMBER: 16-0591-NC SCALE: N.T.S.

AMP/ I.O. NUMBER: T2172873 SHEET: 1 OF 4

AGENT: SOLIZ *JS* 3/19/18 SHEET SIZE: 8.5"x11"

DRAWN: BH REVISION: 0

CHECKED BY: *WOOLGAR* CREW CHIEF: DOWNIE

DATE: 3/12/18 FIELD DATE: 2/23/18

TOFH FS #2 PH 1
PRIMARY RELOC
SE 1/4 SEC 21, T3N-R6E
32.7E-14.1N