

**RESOLUTION NO. 2014-06**

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF FOUNTAIN HILLS, ARIZONA, GRANTING AN 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. An ingress and egress 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 in, upon, over, under, across, through and along the 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, January 16, 2014.

**FOR THE TOWN OF FOUNTAIN HILLS:**

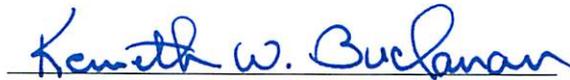
**ATTESTED TO:**

  
Linda M. Kavanagh, Mayor

  
Bevelyn J. Bender, Town Clerk

**REVIEWED BY:**

**APPROVED AS TO FORM:**

  
Kenneth W. Buchanan, Town Manager

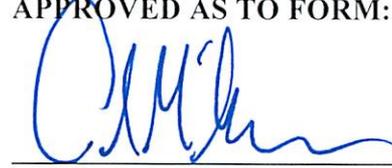
  
Andrew J. McGuire, Town Attorney

EXHIBIT A  
TO  
RESOLUTION NO. 2014-06

[Ingress and Egress Easement]

See following pages.

*[Faint, illegible handwritten text]*

**WHEN RECORDED MAIL TO:**

**SALT RIVER PROJECT**  
Land Department/PAB360  
P. O. Box 52025  
Phoenix, Arizona 85072-2025

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**INGRESS & EGRESS EASEMENT**

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Maricopa County  
Parcel # 176-06-316E  
SW4 SEC14 T3N R6E  
MCR 579-40

R/W # 2355 Agt. CDB  
Job # T1950802  
WLB C. \_\_\_\_\_

**THE TOWN OF FOUNTAIN HILLS,  
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, and its successors and assigns, hereinafter called the Grantee, an easement in, upon, over, under, across, through and along the lands hereinafter described to operate and maintain a masonry wall and underground copper grounding for the masonry wall, along with the right and privilege of full and free vehicular and pedestrian ingress and egress over, across and upon the following described property ("Ingress/Egress Easement"):

See Exhibit "A", attached hereto and made a part hereof

Grantor shall not construct, install or place, or permit to be constructed, installed or placed, upon or within the Ingress/Egress Easement any fence, wall, structure, landscaping or other improvement that might interfere with or impede Grantee's right of full and free vehicular or pedestrian ingress and egress, without prior approval of the Grantee, which approval shall not be unreasonably withheld.

Grantee shall have the right (but not the obligation), at its expense, to pave, grade or otherwise improve the surface of the Ingress/Egress Easement described herein or portions thereof to facilitate Grantee's right of ingress and egress thereto.

If Grantee records a document to formally abandon the easement granted herein, all Grantee's rights hereunder shall cease and shall revert to Grantor.

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

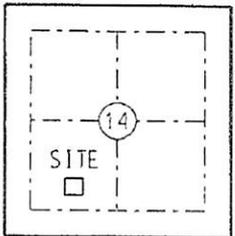
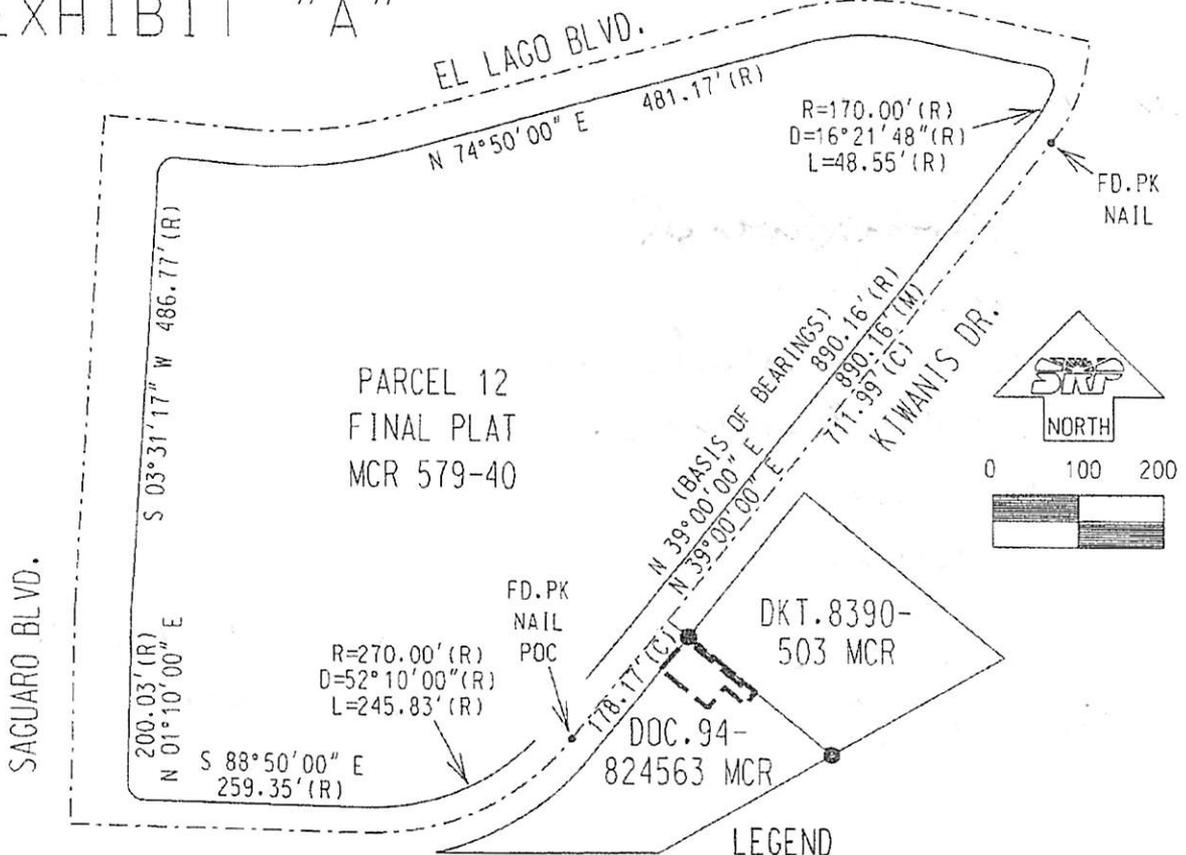
The individual executing this document represents and warrants: (i) that he or she is authorized to do so on behalf of Grantor; (ii) that he or she has full legal power and authority to bind Grantor in accordance with the terms herein and, if necessary, has obtained all required consents or delegations 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.

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# EXHIBIT "A"



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



SEE SHEET 2  
FOR DETAIL



REGISTRATION  
EXPIRES: 03-31-16

### LEGEND

- STREET CENTERLINE
- PROPERTY LINE
- - - LIMITS OF EASEMENTS
- FD. IB W/CAP LS16098 (ACCEPTED)

### ABBREVIATION TABLE

PK	PARKER KALON
C	CALCULATED
FD	FOUND
MCR	MARICOPA COUNTY RECORDER
M	MEASURED
R	RECORDED
DKT.	DOCKET
DOC.	DOCUMENT
POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING
TC	TEMPORARY CONSTRUCTION

SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT & POWER DISTRICT	
SRP JOB NUMBER: NNO-03064-000	SCALE: 1"=200'
AMP W/O NUMBER: LDWR5191	SHEET: 1 OF 2
AGENT: C. BANKS	SHEET SIZE: 8.5"x11"
DRAWN: G. GREEN	REVISION: 0
CHECKED BY:	CREW CHIEF: N/A
DATE: 10-29-13	FIELD DATE: N/A

SURVEY DIVISION  
LAND DEPARTMENT

FOUNTAIN SUBSTATION  
34.1E-15.1N  
SW1/4, SEC14, T3N, R6E



## Ingress / Egress Easement

That portion of a parcel of land recorded in Document 94-824563 Maricopa County Records (MCR), lying in the Southwest Quarter of Section 14, Township 3 North, Range 6 East, Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows;

Commencing at a P.K. nail in the centerline of Kiwanis Drive at the beginning of a curve which lies east of Saguaro Boulevard and from which another P.K. nail in the centerline of Kiwanis Drive, lies North 39 degrees 00 minutes 00 seconds East (Basis of Bearings), a distance of 890.16 feet. This centerline is shown on the plat of Parcel 12, Final Plat, recorded in Book 579, Page 40, MCR, and labels the width of Kiwanis Drive as 60 feet;

thence along the centerline of said Kiwanis Drive, North 39 degrees 00 minutes 00 seconds East, a distance of 178.17 feet;

thence departing said centerline, South 51 degrees 00 minutes 00 seconds East, a distance of 30.00 feet to the westerly most corner of a SRP Substation as recorded in Docket 8390, Page 503, MCR;

thence along the southwest line of said Substation, South 51 degrees 00 minutes 00 seconds East, a distance of 14.00 feet to the **Point of Beginning** of the easement described herein;

thence continuing along said southwest line, South 51 degrees 00 minutes 00 seconds East, a distance of 88.00 feet;

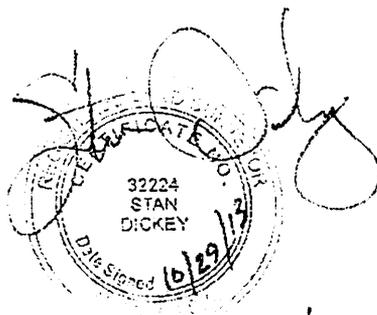
thence departing said southwest line, South 39 degrees 00 minutes 00 seconds West, a distance of 5.00 feet;

thence North 51 degrees 00 minutes 00 seconds West, a distance of 88.00 feet;

thence North 39 degrees 00 minutes 00 seconds East, a distance of 5.00 feet to the **Point of Beginning**.

Said easement contains 440 square feet, more or less.

END OF DESCRIPTION



EXPIRES 3/31/2016