

**RESOLUTION NO. 2010-32**

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 those strips of land eight feet wide, lying four feet on each side of the centerlines described in Exhibit A.

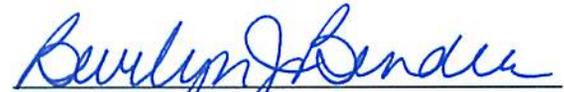
SECTION 2. The Mayor, the Town Manager, the Town Clerk and the Town Attorney are hereby authorized and directed to take all steps and to execute all documents necessary to carry out the purpose and intent of this Resolution.

**PASSED AND ADOPTED** by the Mayor and Council of the Town of Fountain Hills, August 19, 2010.

**FOR THE TOWN OF FOUNTAIN HILLS:**

**ATTESTED TO:**

  
\_\_\_\_\_  
Jay T. Schlum, Mayor

  
\_\_\_\_\_  
Bevelyn J. Bender, Town Clerk

**REVIEWED BY:**

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Richard L. Davis, Town Manager

  
\_\_\_\_\_  
Andrew J. McGuire, Town Attorney

EXHIBIT A  
TO  
RESOLUTION NO. 2010-32

[Power Distribution Easement Agreement]

See following pages.

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*[Faint handwritten signature]*

**WHEN RECORDED MAIL TO:**

**SALT RIVER PROJECT**

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

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**POWER DISTRIBUTION EASEMENT**

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Maricopa County  
Parcel # 176-08-467A & 468A  
NE1/4 Sec. 23, T3N, R6E

Agt. JMM  
Job # KDR-153

W *JMM* C *RAP*

**TOWN OF FOUNTAIN HILLS,  
a municipal corporation of the State of Arizona,**

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 for the transmission and distribution of electricity and for all other purposes connected therewith (collectively "Facilities") 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:**

Lots 1 & 2, Block 5, **FOUNTAIN HILLS, ARIZONA, FINAL PLAT NO. 302**, according to Book 156 of Maps, Page 45, records of Maricopa County, Arizona, and as recorded as Parcel A in Warranty Deed 1990-0185664, 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 most Northeast corner of above described Lot 2; thence South 06 degrees 36 minutes 08 seconds West (assumed bearing) along the East line of said Grantor's Property a distance of 41.96 feet to the POINT OF BEGINNING of the herein described easement; thence South 77 degrees 56 minutes 30 seconds West a distance of 120.84 feet; thence North 12 degrees 33 minutes 40 seconds West a distance of 28.52 feet to a point on the North line of said Lot 2, said point also being on the South line of above described Lot 1; thence continuing North 12 degrees 33 minutes 40 seconds West into said Lot 1 a distance of 2.58 feet to a point within an equipment pad area, said area being a part of this easement and therein terminating.

**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**

**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.

If the Grantee herein finds it necessary to perform excavation activities in or around the easement area and Grantee disturbs or damages any of the property or improvements of the Grantor while performing such excavation, all such property or improvements disturbed or damaged shall be restored as close to original condition as is reasonably possible at the expense of the Grantee.

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.

