

RESOLUTION NO. 2010-42

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, November 18, 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. 2010-42**

[Power Distribution Easement]

See following pages.

WHEN RECORDED MAIL TO:

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

Customer Copy

POWER DISTRIBUTION EASEMENT

Maricopa County
Parcel # 176-06-316G
SW1/4 Sec. 14, T3N, R6E

Agt. JMM
Job # KDR-158
W  C 

**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, 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:

A portion of Section 14, Township 3 North, Range 6 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona as described in Special Warranty Deed Instrument No. 97-0300069, records of Maricopa County, Arizona.

EASEMENT PARCEL No. 1:

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

COMMENCING at the Southwest corner of the above described Grantor's Property; thence North 74 degrees 50 minutes 00 seconds East (assumed bearing) along the South line of said Grantor's Property a distance of 243.15 feet to the beginning of a curve concave to the Southeast having a radius of 380.00 degrees; thence Northeasterly an arc distance of 43.96 feet along said curve through a central angle of 6 degrees 37 minutes 46 seconds to the **POINT OF BEGINNING** of the herein described easement; thence North 09 degrees 10 minutes 20 seconds West a distance of 27.00 feet; thence North 51 degrees 44 minutes 39 seconds West a distance of 4.85 feet to a point on the Easterly edge of an equipment pad area, said area being a part of this easement and therein terminating.

EASEMENT PARCEL No. 2:

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

COMMENCING at the Southwest corner of the above described Grantor's Property, thence North 74 degrees 50 minutes 00 seconds East (assumed bearing) along the South line of said Grantor's Property a distance of 243.15 feet to the beginning of a curve concave to the Southeast having a radius of 380.00; thence Northeasterly an arc distance of 177.96 feet along said curve through a central angle of 26 degrees 50 minutes 00 seconds; thence South 78 degrees 20 minutes 00 seconds East a distance of 76.60 feet to the **POINT OF BEGINNING** of the herein described easement; thence North 11 degrees 40 minutes 00 seconds East a distance of 28.73 feet to a point hereinafter referred to as Point "A"; thence North 05 degrees 59 minutes 30 seconds West a distance of 1.60 feet to the Southerly edge of an equipment pad area, said area being a part of this easement and therein terminating; thence from said Point "A" North 51 degrees 32 minutes 49 seconds East a distance of 2.95 feet to a point within said equipment pad area; thence North 22 degrees 20 minutes 39 seconds East a distance of 4.04 feet; thence North 41 degrees 19 minutes 57 seconds East a distance of 35.61 feet to a point hereinafter referred to as Point "B"; thence continuing North 41 degrees 19 minutes 57 seconds East a distance of 8.67 feet to the Southerly edge of an equipment pad area, said area being a part of this easement and therein terminating; thence from said Point "B" North 86 degrees 10 minutes 48 seconds East a distance of 30.96 feet to a point on the Westerly edge of an equipment area, said area being a part of this easement and therein terminating.

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.

IN WITNESS WHEREOF, TOWN OF FOUNTAIN HILLS, an Arizona municipal corporation, has caused its name to be executed by its duly authorized representative(s), this 18 day of November 2010.

TOWN OF FOUNTAIN HILLS,
an Arizona municipal corporation,

By JTR

Its Mayor

By RDM

Its Town Manager

STATE OF Arizona)
) ss
COUNTY OF Maricopa)

The foregoing instrument was acknowledged before me this 18 day of November 2010, by Jay T Schlem and Richard L Davis, as Mayor and Town Manager respectively, of TOWN OF FOUNTAIN HILLS, an Arizona municipal corporation, on behalf of such corporation.

My Commission Expires:

August 27, 2011

Bevelyn J Bender
Notary Public



Note: This instrument is exempt from the real estate transfer fee and affidavit of legal value required under A.R.S. Sections 11-1132 and 11-1133 pursuant to the exemptions set forth in A.R.S. Sections 11-1134(A)(2) and (A)(3).



LEGEND

- SECTION AND CENTERLINE
- PROPERTY LINE
- EASEMENT AS NOTED
- PROPOSED U/G ELECTRIC
- (R1) RECORDED
- (M) MEASURED
- (C) CALCULATED
- APN ASSESSOR PARCEL NUMBER
- MCR MARICOPA COUNTY RECORDER
- NTS NOT TO SCALE
- EPAD EQUIPMENT PAD

- (R1) LAKEFRONT PART D RMMS, BOOK 278 PAGE 27 MCR.
- (R2) LAKEFRONT RESORT CASITAS CONDOMINIUMS, 1987-424793 MCR.
- (R3) SPECIAL WARRANTY DEED, 1997-020069 MCR.
- (R4) PLAZA WATERFRONT CONDOMINIUMS, BOOK 780 PAGE 16 MCR.
- (R5) PARCEL 12 FINAL PLAT, BOOK 379 PAGE 40 MCR.

Customer Copy

REV. NO.	DATE	REVISION	BY	CHKD.	DATE	PROJECT
1	10-27-10					

© SOUTHWEST CORNER SECTION 14, T40ND E1D.
 (N) RECORDING DATE: 10/27/10

BOC OH KIWANIS AND EL LARGO
 KWI 1/4 SEC 14 T40N R4E