

Resolution No. 2018-09

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 16th day of January, 2018.

FOR THE TOWN OF FOUNTAIN HILLS:

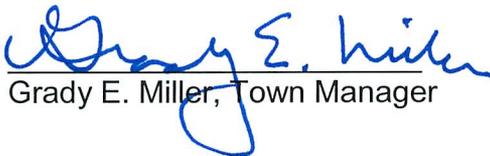
ATTESTED TO:


Linda M. Kavanagh, Mayor


Bevelyn J. Bender, Town Clerk

REVIEWED BY:

APPROVED AS TO FORM:


Grady E. Miller, Town Manager


Fredda J. Bisman
Dickinson Wright PLLC
Town Attorney

Exhibit A

Power Distribution Easement

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 # 176-01-423
NE ¼, SEC. 15, T03N, R06E

Agt. JMM
Job # T2085715 / LJ62784
W C 12.15.17

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 and sufficiency of which are 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").

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:

Lot 7 Block 1, Fountain Hills Arizona, Final Plat 103 according to the plat of record in the office of the County Recorder of Maricopa County, Arizona in Book 149 of Maps, page 3 as described in Special Warranty Deed Dkt. 1411 page 943 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" (CAB UE PCR AVENUE OF THE FOUNTAINS, SRP AMP #T2085715, prepared by Salt River Project A.I. & Power District, dated 10-13-16), said Exhibit "A" attached hereto and made a part hereof.

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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 and dry 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. Grantor shall provide openings in all fences or walls which now cross or hereafter cross the Easement Parcel so that Grantee may access the Facilities. Grantee shall further have the right to maintain and use gates in all such openings.
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.
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. Restoration. If Grantee performs excavation activities on the Easement Parcel and Grantee damages any improvements of Grantor that are in compliance with Grantor's requirements hereunder, including without limitation the requirements set forth in paragraphs 2 and 3 above, Grantee will promptly repair such damage as is reasonably possible at the expense of Grantee.

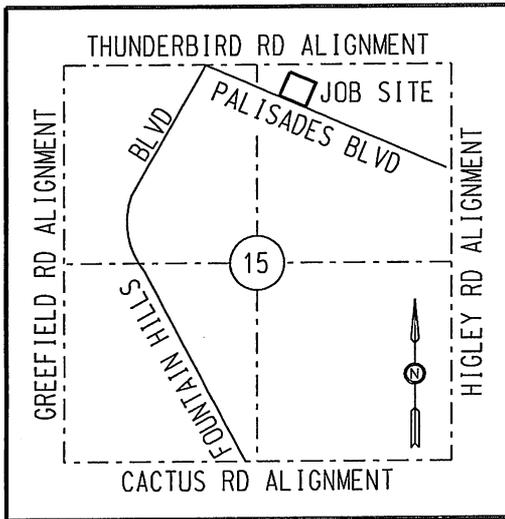
9. Private Use. The provisions of this Easement Agreement are not intended to and do not constitute a grant, dedication, or conveyance for public use of the Easement Parcel. The rights herein created are private and for the benefit only of Grantor and Grantee and their successors and assigns.

10. 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.

11. 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.

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EXHIBIT "A"



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

LEGEND

- SECTION AND CENTERLINE
- PROPERTY LINE
- LIMITS OF EASEMENT
- EXISTING EASEMENT
- ◆ SECTION CORNER AS NOTED

ABBREVIATION TABLE

APN	ASSESSOR PARCEL NUMBER
BCHH	BRASS CAP IN HAND HOLE
BCF	BRASS CAP FLUSH
EPAD	EQUIPMENT PAD
FD	FOUND
LVI	LAST VISUAL INSPECTION
MCR	MARICOPA COUNTY RECORDER
(M)	MEASURED
NTS	NOT TO SCALE

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

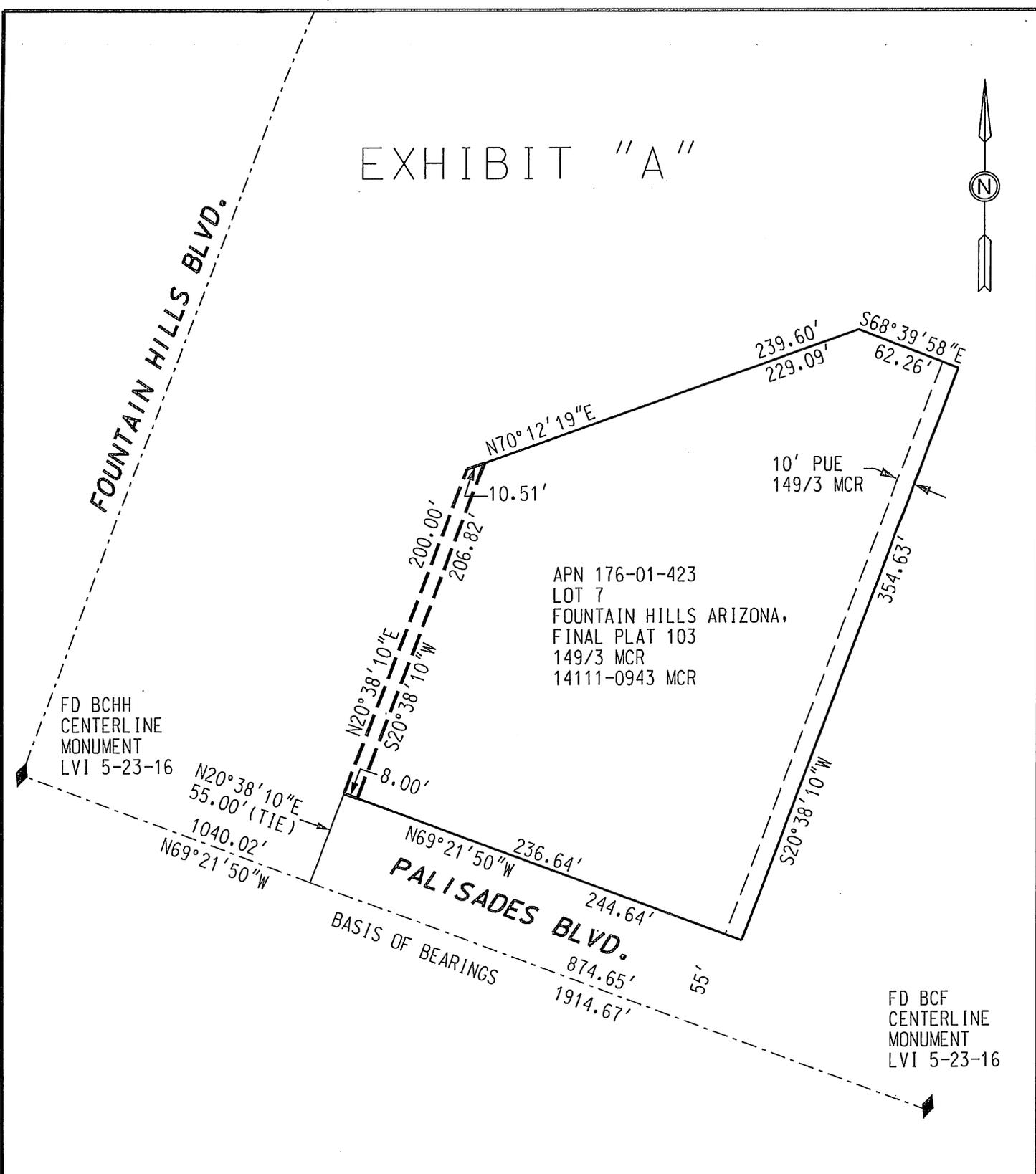


SURVEY DIVISION
LAND DEPARTMENT

SRP JOB NUMBER: 11964	SCALE: NTS
AMP W/O NUMBER: T2085715	SHEET: 1 OF 2
AGENT: MESSINA <i>JRS 4.19.17</i>	SHEET SIZE: 8.5"x11"
DRAWN: TODARO	REVISION:
CHECKED BY: <i>Hartman</i>	CREW CHIEF: WHITMOYER
DATE: 10-13-16	FIELD DATE: 5-23-16

CAB UE PCR
AVENUE OF THE FOUNTAINS
NE 1/4, SECTION 15
T.3 N., R.6 E
33.7 EAST - 15.9 NORTH

EXHIBIT "A"



APN 176-01-423
 LOT 7
 FOUNTAIN HILLS ARIZONA,
 FINAL PLAT 103
 149/3 MCR
 14111-0943 MCR

FD BCHH
 CENTERLINE
 MONUMENT
 LVI 5-23-16

FD BCF
 CENTERLINE
 MONUMENT
 LVI 5-23-16

SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT & POWER DISTRICT	
SRP JOB NUMBER: 11964	SCALE: NTS
AMP W/O NUMBER: T2085715	SHEET: 2 OF 2
AGENT: MESSINA <i>MS 4 19 17</i>	SHEET SIZE: 8.5"x11"
DRAWN: TODARO	REVISION:
CHECKED BY: <i>Harkman</i>	CREW CHIEF: WHITMOYER
DATE: 10-13-16	FIELD DATE: 5-23-16

SRP SURVEY DIVISION
 LAND DEPARTMENT

CAB UE PCR
 AVENUE OF THE FOUNTAINS
 NE 1/4, SECTION 15
 T.3 N., R.6 E
 33.7 EAST - 15.9 NORTH