

RESOLUTION NO. 2016-28

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AUTHORIZING THE CONVEYANCE OF UTILITY EASEMENTS TO ARIZONA PUBLIC SERVICE COMPANY ACROSS CITY PROPERTY LOCATED AT THE FLAGSTAFF AIRPORT AND WHEELER PARK, DELEGATING AUTHORITY TO COMPLETE THE TRANSACTIONS, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, the City of Flagstaff owns certain real property located at 3051 W. Shamrell Boulevard and 2843 W. Shamrell Boulevard, within the Flagstaff Airport, and desires to grant a utility easement to Arizona Public Service Company across a portion of such properties, County Assessor Parcel Numbers 116-61-013 and 11661007A, in order to provide additional electric power service at the Airport; and

WHEREAS, the City of Flagstaff owns certain real property located at Wheeler Park, at the northwest corner of Humphreys Boulevard and Aspen Avenue, and desires to grant a utility easement to Arizona Public Service Company across a portion of such property, County Assessor Parcel Number 100-18-001C, within the Park.

ENACTMENTS:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. In General.

The utility easements attached hereto are hereby granted without any warranty of title to Arizona Public Service Company.

SECTION 2. Delegation of Authority.

The Mayor is hereby authorized to execute all documents necessary to grant the utility easements. All documents shall be in a form approved by the City Attorney and Real Estate Manager.

City staff is hereby authorized to take such other and further measures and actions as are necessary and appropriate to carry out the terms, provisions, and intent of this resolution, including, but not limited to the recording of any documents in the Office of the Coconino County Recorder.

SECTION 3. Effective Date.

This resolution shall become effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 16th day of August, 2016.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Attachments: Two Easements, with attached legal descriptions and maps

SW¼-5-20N-7E
NW¼-8-20N-7E
35.137662, -111.680636
APN 116-61-013 & 116-61-007A
WA323436
DAM/PJF

CITY OF FLAGSTAFF-APS UTILITY EASEMENT

THE CITY OF FLAGSTAFF, a municipal corporation of the State of Arizona (owner) and **PULLIAM III, LLC**, an Arizona limited liability company, the lessee of The City of Flagstaff under Lease No. L2005-0712.1 dated July 12, 2005, (hereinafter called "Grantors"), of the following described real property located in Coconino County, Arizona (hereinafter called "Grantors' Property"):

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Grantors, for and in consideration of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant and convey to **ARIZONA PUBLIC SERVICE COMPANY**, an Arizona corporation, (hereinafter called "Grantee"), and to its successors and assigns, a non-exclusive right, privilege, and easement, as further described in attached exhibits at locations and elevations, in, upon, over, under, through and across, a portion of Grantors' Property described as follows (herein called the "Easement Premises"):

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF

Grantee is hereby granted the right to: construct, reconstruct, replace, repair, operate and maintain electrical lines, together with appurtenant facilities and fixtures for use in connection therewith, for the transmission and distribution of electricity to, through, across, and beyond Grantors' Property; and install, operate and maintain telecommunication wires, cables, conduits, fixtures and facilities solely for Grantee's own use incidental to supplying electricity (said electrical and telecommunication lines, facilities and fixtures collectively herein called "Grantee Facilities"). Grantee shall at all times have the right of full and free ingress and egress to and along the Easement Premises for the purposes herein specified.

Grantors shall not locate, erect or construct, or permit to be located, erected or constructed, any building or other structure or drill any well within the limits of the Easement Premises. However, Grantors reserve all other rights, interests and uses of the Easement Premises that are not inconsistent with Grantee's easement rights herein conveyed and which do not interfere with or endanger any of the Grantee Facilities, including, without limitation, granting others the right to use all or portions of the Easement Premises for utility or roadway purposes and constructing improvements within the Easement Premises such as paving, sidewalks, landscaping, driveways, and curbing. Notwithstanding the foregoing, Grantors shall not have the right to lower by more than one foot or raise by more than two feet the surface grade of the Easement Premises without the prior written consent of Grantee, and in no event shall a change in the grade compromise Grantee's minimum cover requirements or interfere with Grantee's operation, maintenance or repair.

Grantee shall not have the right to use the Easement Premises to store gasoline or petroleum products, hazardous or toxic substances, or flammable materials; provided however, that this prohibition shall not apply to any material, equipment or substance contained in, or a part of, the Grantee Facilities, provided that Grantee must comply with all applicable federal, state and local laws and regulations in connection therewith. Additionally, the Easement Premises may not be used for the storage of construction-related materials or to park or store construction-related vehicles or equipment except on a temporary basis to construct, reconstruct, replace, repair, operate, or maintain the Grantee Facilities.

Grantors shall maintain clear areas that extend: 1) 3 feet from and around all edges of all switching cabinet pads and 2 feet from and around all edges of all transformer pads and other equipment pads, and 2) a clear operational area that extends 10 feet immediately in front of all transformer, switching cabinet and other equipment openings, and 3) a 6 feet by 6 feet hot-stick operating area off the front left corner of all transformers, all as shown on Exhibit "B" attached hereto and made a part hereof. No obstructions, trees, shrubs, large landscape rocks, fences, fixtures, or permanent structures shall be placed by Grantors within said clear areas; nor shall Grantors install landscape irrigation or sprinkler systems within said clear areas. Landscape irrigation or sprinkler systems installed adjacent to the clear areas shall be installed and maintained so that the transformers, switching cabinets or any other equipment do not get wet by spray or irrigation.

Grantee shall exercise reasonable care to avoid damage to the Easement Premises and all improvements thereon and agrees that following any installation, excavation, maintenance, repair, or other work by Grantee within the Easement Premises, the affected area, including without limitation, all pavement, landscaping, cement, and other improvements permitted within the Easement Premises pursuant to this easement will be restored by Grantee to as close to original condition as is reasonably possible, at the expense of Grantee.

Grantors reserve the right to require the relocation of Grantee Facilities to a new location within Grantors' Property; provided however, that: (1) Grantors pay the entire cost of redesigning and relocating Grantee Facilities; and (2) Grantors provide Grantee with a new easement in a form and location acceptable to Grantee and at no cost to Grantee. Upon the acceptance by Grantee of a new easement and after the relocation of Grantee Facilities to the new easement area, Grantee shall abandon its rights to use the Easement Premises granted in this easement. The easement granted herein shall not be deemed abandoned except upon Grantee's execution and recording of a formal instrument abandoning the easement.

If any of Grantee's electric facilities in this easement are not being used or are determined not to be useful, Grantors may request that the facilities that are no longer needed be removed and that portion of the easement be abandoned. Grantee will execute and record a formal instrument abandoning the easement, or a portion thereof. Any facilities that are determined to still be needed for Grantee's electrical system can be relocated pursuant to the above relocation requirements.

Grantee shall not have the right to transfer, convey or assign its interests in this easement to any individual, corporation, or other entity (other than to an affiliated entity of Grantee or an entity that acquires from Grantee substantially all of Grantee's electric distribution facilities within the area of Grantors' Property) without the prior written consent of Grantors, which consent shall not be unreasonably withheld. Grantee shall notify Grantors of the transfer, conveyance or assignment of any rights granted herein.

The covenants and provisions herein set forth shall extend and inure in favor and to the benefit of, and shall be binding on the heirs, administrators, executors, successors in ownership and estate, assigns and lessees of Grantors and Grantee.

[THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, City of Flagstaff, a municipal corporation of the State of Arizona, has caused this Utility Easement to be executed by its duly authorized representative, this __ day of _____, 20__.

APPROVED AS TO FORM:

CITY OF FLAGSTAFF, a municipal corporation

City Attorney

By: _____
Signer's name

Its: _____
Signer's Title

ATTEST:

City Clerk

Signature

STATE OF _____ }
County of _____ } ss.

This instrument was acknowledged before me this __ day of _____, 20__ by

_____ on behalf of the City of Flagstaff.
Signer's name

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Notary Seal

Notary Public

IN WITNESS WHEREOF, **PULLIAM III, LLC**, an Arizona limited liability company, the lessee of The City of Flagstaff under Lease No. L2005-0712.1 dated July 12, 2005, has caused this Utility Easement to be executed by its duly authorized representative, this ____ day of _____, 201__.

PULLIAM III, LLC,
an Arizona limited liability company

By: _____
Printed Name

Its: _____
Title

Signature

STATE OF _____ }
County of _____ } ss.

This instrument was acknowledged before me this ____ day of _____, 201__
by _____ (Grantor).

IN WITNESS WHEREOF I hereunto set my hand and official seal.

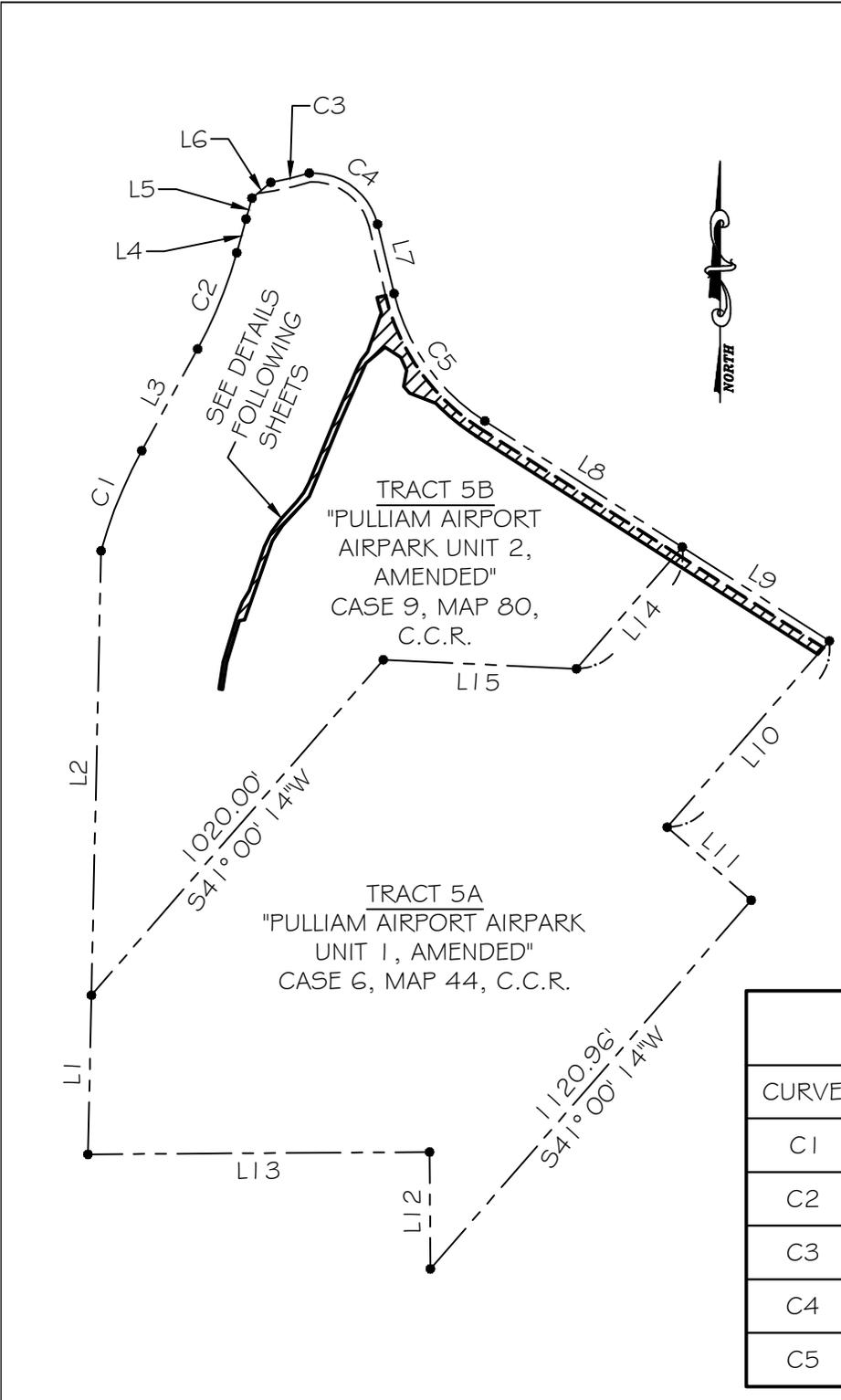
Notary Seal:

Notary Public Signature

EXHIBIT “A”

(LEGAL DESCRIPTION OF GRANTORS’ PROPERTY)

Tracts 5A and 5B. of PULLIAM AIRPARK UNIT 1, AMENDED, according to the Plat of Record in the Office of the County Recorder of Coconino County, Arizona, recorded in Case 6, Map 44-44E.



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N01°14'05"E	365.00'
L2	N01°14'05"E	1020.03'
L3	N28°46'19"E	265.78'
L4	N15°28'22"E	80.40'
L5	N15°46'40"E	49.75'
L6	N50°17'33"E	55.69'
L7	S13°28'40"E	163.50'
L8	S57°25'29"E	536.81'
L9	S57°25'29"E	400.00'
L10	S41°00'14"W	566.17'
L11	S48°59'46"E	255.04'
L12	N00°21'00"W	267.95'
L13	S89°37'14"W	783.41'
L14	S41°00'14"W	370.00'
L15	N87°19'04"W	443.06'

CURVE TABLE			
CURVE	RADIUS	LENGTH	DELTA
C1	1070.92'	248.67'	13°18'15"
C2	1029.93'	239.06'	13°17'57"
C3	700.00'	90.97'	7°26'47"
C4	153.00'	212.01'	79°23'34"
C5	480.00'	368.17'	43°56'49"

LEGEND	
	EASEMENT AREA
	P.U.E. BOUNDARY
	PROPERTY LINE
	PROPERTY CORNER

THE PURPOSE OF THIS EXHIBIT IS TO DEPICT THE DIMENSIONS AND APPROXIMATE LOCATION AND ALIGNMENT OF THE ELECTRIC LINE EASEMENT AREA. THE LOCATION AND ALIGNMENT OF THE ELECTRIC LINE AND FACILITIES AS ACTUALLY CONSTRUCTED SHALL TAKE PRECEDENCE OVER THE LOCATION AND ALIGNMENT SHOWN ON THIS EXHIBIT.

EXHIBIT "B"

JOB # WA323436	DATE: 06/03/16
SW 1/4 SEC 5 & NW 1/4 SEC 8 - T 20 N R 7 E	
SCALE: 1" = 400'	
R/W: DEE MCGRATH	
SURVEY: RINDA-JENKINS	
DRAWN BY: RICHARDS	PG. 1 OF 5

MATCHLINE SHEET 3

TRACT 5B
 "PULLIAM AIRPORT AIRPARK
 UNIT 2, AMENDED"
 CASE 9, MAP 80,
 C.C.R.

TRACT 5A
 "PULLIAM AIRPORT AIRPARK
 UNIT 1, AMENDED"
 CASE 6, MAP 44,
 C.C.R.

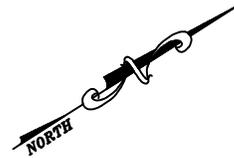
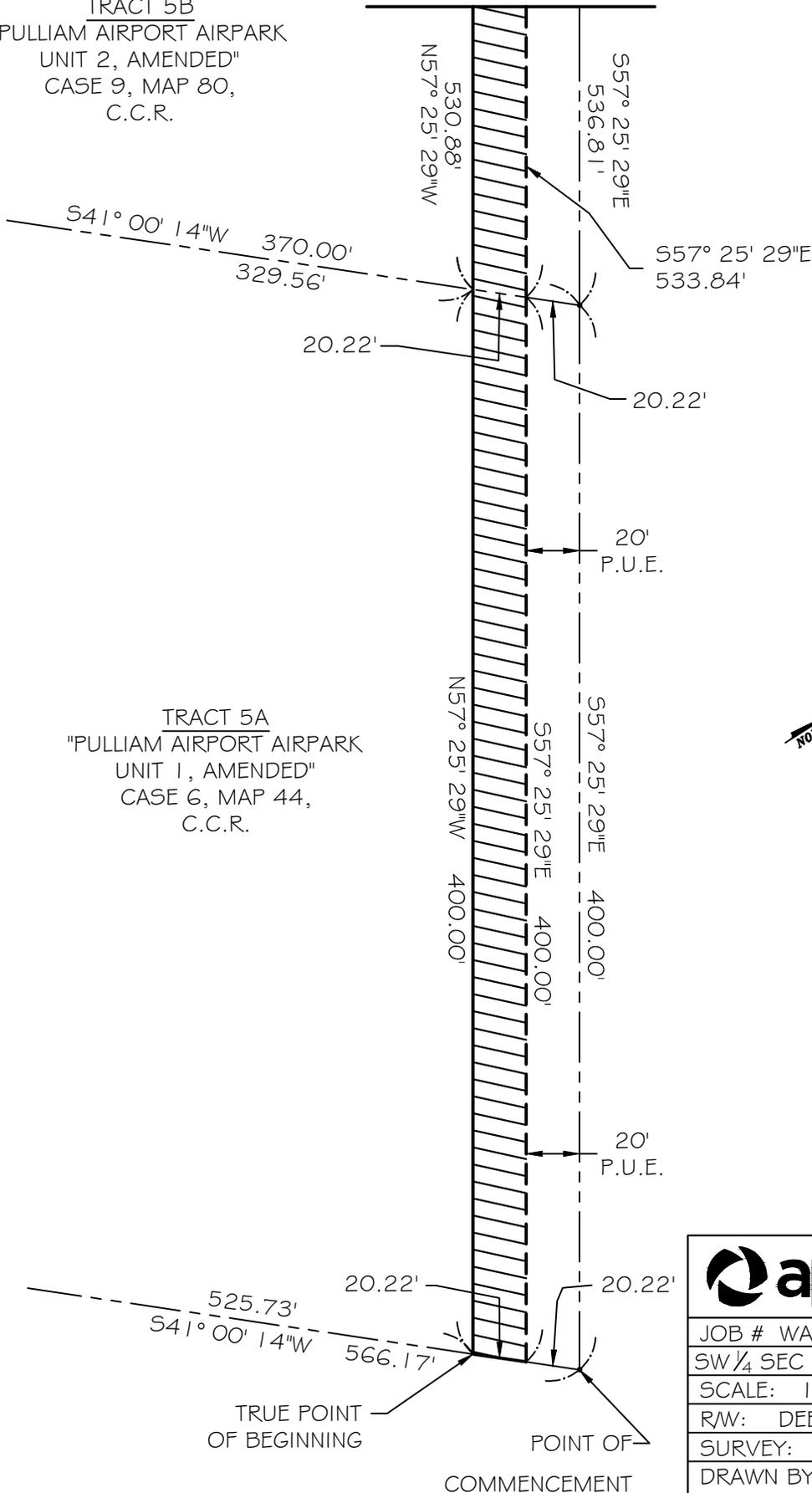


	EXHIBIT "B"
	JOB # WA323436 DATE: 06/03/16
	SW 1/4 SEC 5 & NW 1/4 SEC 8 - T 20 N R 7 E
	SCALE: 1" = 60'
	R/W: DEE MCGRATH
SURVEY: RINDA-JENKINS	
DRAWN BY: RICHARDS	PG. 2 OF 5

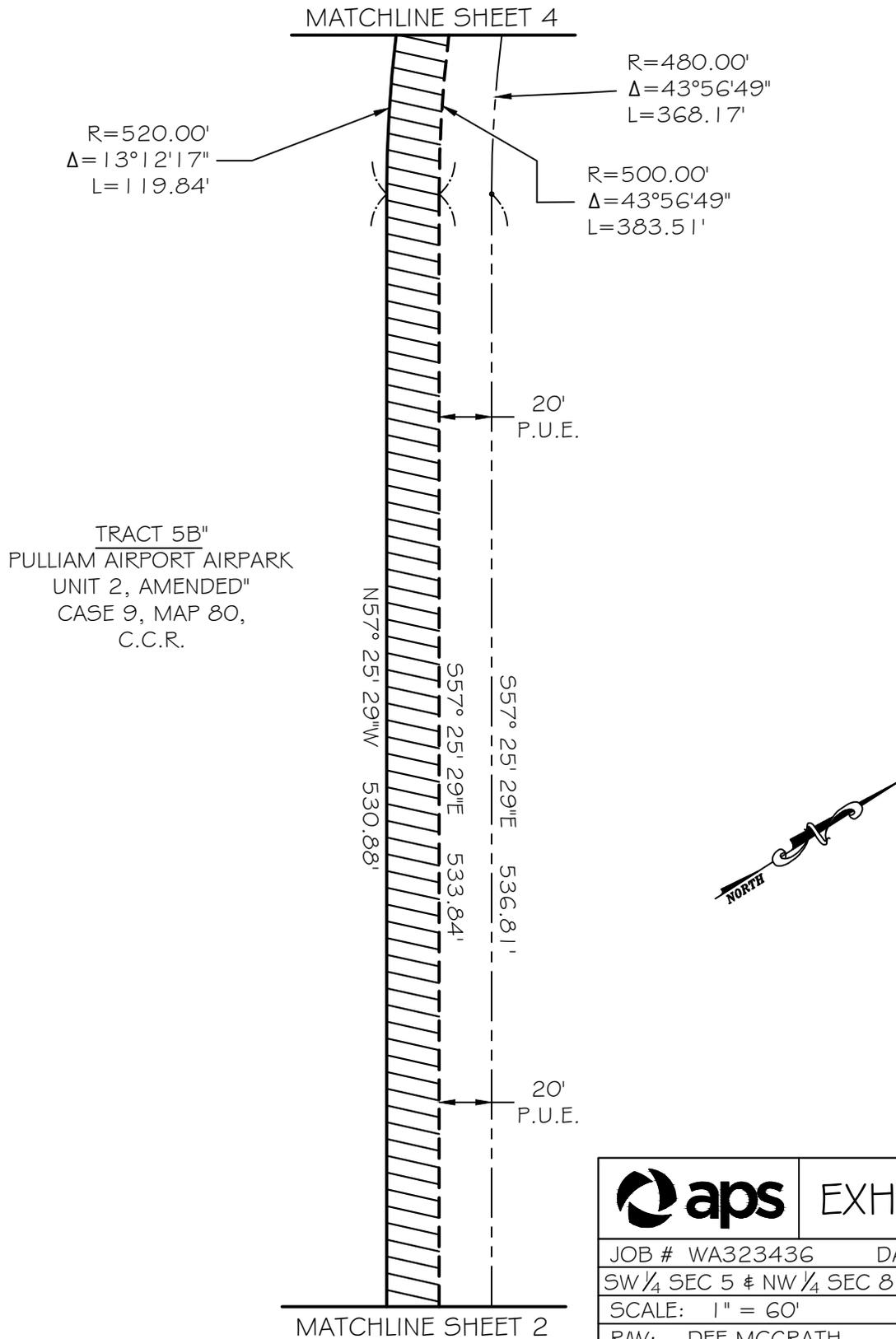


	EXHIBIT "B"
JOB # WA323436	DATE: 06/03/16
SW 1/4 SEC 5 & NW 1/4 SEC 8 - T 20 N R 7 E	
SCALE: 1" = 60'	
R/W: DEE MCGRATH	
SURVEY: RINDA-JENKINS	
DRAWN BY: RICHARDS	PG. 3 OF 5

LINE TABLE		
LINE	BEARING	DISTANCE
L16	N69°00'30"W	62.80'
L17	N41°39'01"W	20.42'
L18	N10°03'43"E	37.43'
L19	N23°48'09"W	32.60'
L20	N56°42'42"W	42.61'
L21	S50°20'34"W	57.73'
L34	N25°13'12"E	20.77'
L35	N39°18'10"E	23.47'
L36	N76°31'20"E	20.00'

TRACT 5B
 "PULLIAM AIRPORT AIRPARK
 UNIT 2, AMENDED"
 CASE 9, MAP 80,
 C.C.R.

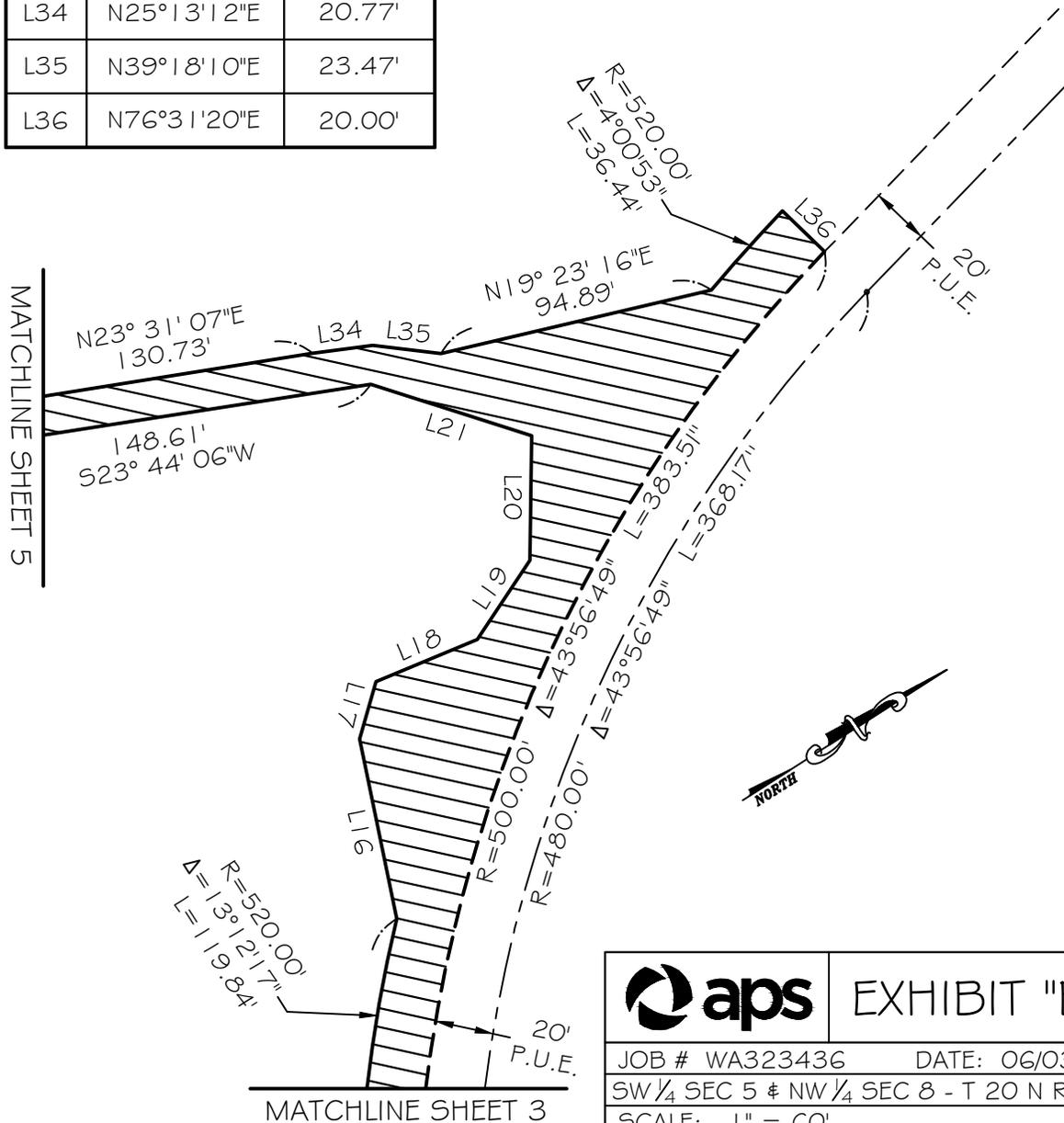
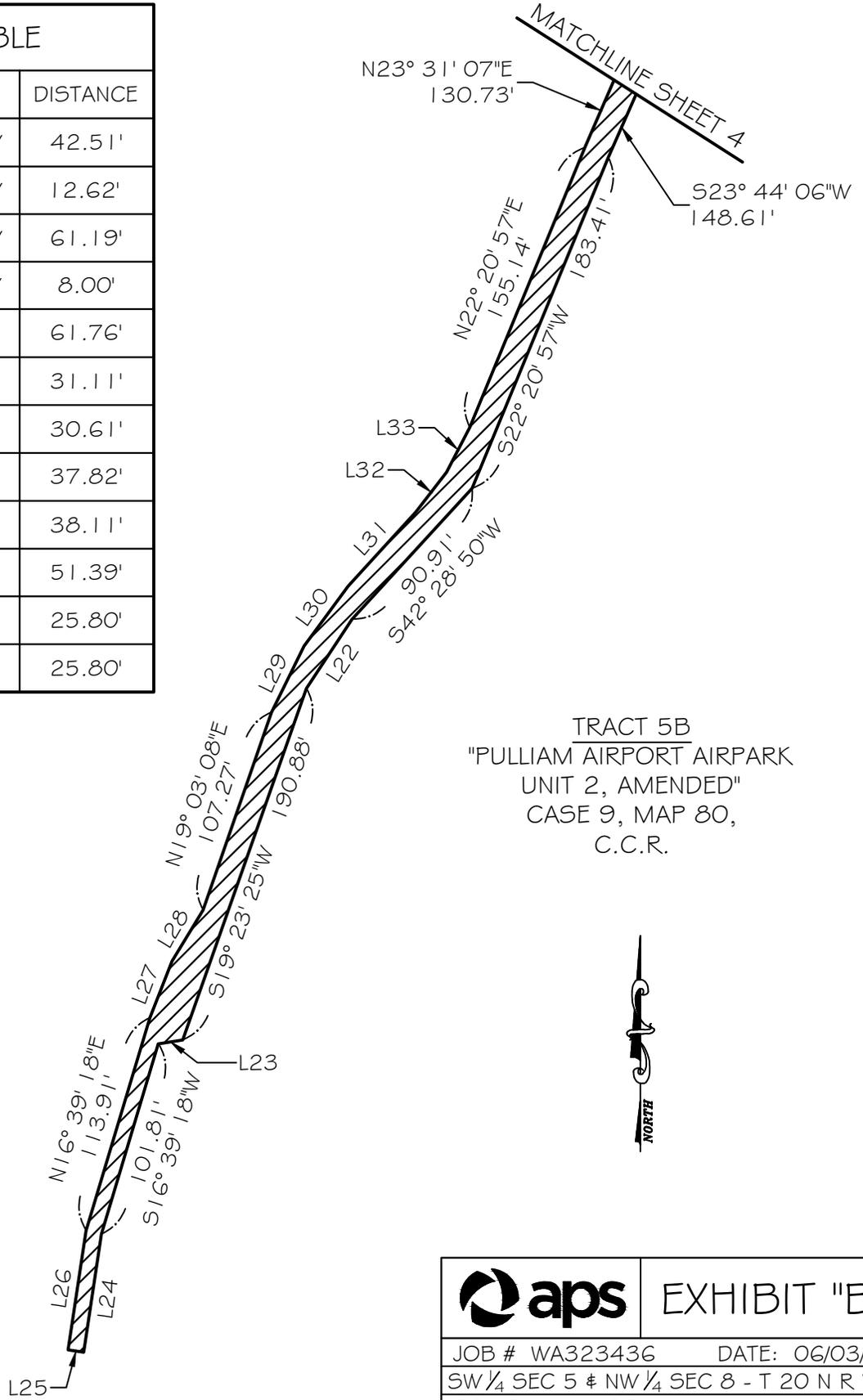


	EXHIBIT "B"
	JOB # WA323436 DATE: 06/03/16
	SW 1/4 SEC 5 & NW 1/4 SEC 8 - T 20 N R 7 E
	SCALE: 1" = 60'
	R/W: DEE MCGRATH
SURVEY: RINDA-JENKINS	
DRAWN BY: RICHARDS	PG. 4 OF 5

LINE TABLE		
LINE	BEARING	DISTANCE
L22	S33°17'50"W	42.51'
L23	S80°56'11"W	12.62'
L24	S08°30'30"W	61.19'
L25	N81°29'30"W	8.00'
L26	N08°30'30"E	61.76'
L27	N21°21'03"E	31.11'
L28	N31°17'29"E	30.61'
L29	N26°10'29"E	37.82'
L30	N36°14'04"E	38.11'
L31	N42°28'50"E	51.39'
L32	N37°26'52"E	25.80'
L33	N27°22'55"E	25.80'



TRACT 5B
 "PULLIAM AIRPORT AIRPARK
 UNIT 2, AMENDED"
 CASE 9, MAP 80,
 C.C.R.

	EXHIBIT "B"
JOB # WA323436	DATE: 06/03/16
SW 1/4 SEC 5 & NW 1/4 SEC 8 - T 20 N R 7 E	
SCALE: 1" = 80'	
R/W: DEE MCGRATH	
SURVEY: RINDA-JENKINS	
DRAWN BY: RICHARDS	PG. 5 OF 5

SE¼-16-21N-7E
35.199402, -111.650930
APN 100-18-001C
WA315283
DAM

CITY OF FLAGSTAFF-APS UTILITY EASEMENT

THE CITY OF FLAGSTAFF, a municipal corporation of the State of Arizona (owner), (hereinafter called "Grantor"), of the following described real property located in Coconino County, Arizona (hereinafter called "Grantor's Property"):

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Grantor, for and in consideration of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant and convey to **ARIZONA PUBLIC SERVICE COMPANY**, an Arizona corporation, (hereinafter called "Grantee"), and to its successors and assigns, a non-exclusive right, privilege, and easement, as further described in attached exhibits at locations and elevations, in, upon, over, under, through and across, a portion of Grantor's Property described as follows (herein called the "Easement Premises"):

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF

Grantee is hereby granted the right to: construct, reconstruct, replace, repair, operate and maintain electrical lines, together with appurtenant facilities and fixtures for use in connection therewith, for the transmission and distribution of electricity to, through, across, and beyond Grantor Property; and install, operate and maintain telecommunication wires, cables, conduits, fixtures and facilities solely for Grantee's own use incidental to supplying electricity (said electrical and telecommunication lines, facilities and fixtures collectively herein called "Grantee Facilities"). Grantee shall at all times have the right of full and free ingress and egress to and along the Easement Premises for the purposes herein specified.

Grantor shall not locate, erect or construct, or permit to be located, erected or constructed, any building or other structure or drill any well within the limits of the Easement Premises. However, Grantor reserve all other rights, interests and uses of the Easement Premises that are not inconsistent with Grantee's easement rights herein conveyed and which do not interfere with or endanger any of the Grantee Facilities, including, without limitation, granting others the right to use all or portions of the Easement Premises for utility or roadway purposes and constructing improvements within the Easement Premises such as paving, sidewalks, landscaping, driveways, and curbing. Notwithstanding the foregoing, Grantor shall not have the

right to lower by more than one foot or raise by more than two feet the surface grade of the Easement Premises without the prior written consent of Grantee, and in no event shall a change in the grade compromise Grantee's minimum cover requirements or interfere with Grantee's operation, maintenance or repair.

Grantee shall not have the right to use the Easement Premises to store gasoline or petroleum products, hazardous or toxic substances, or flammable materials; provided however, that this prohibition shall not apply to any material, equipment or substance contained in, or a part of, the Grantee Facilities, provided that Grantee must comply with all applicable federal, state and local laws and regulations in connection therewith. Additionally, the Easement Premises may not be used for the storage of construction-related materials or to park or store construction-related vehicles or equipment except on a temporary basis to construct, reconstruct, replace, repair, operate, or maintain the Grantee Facilities.

Grantor shall maintain clear areas that extend: 1) 3 feet from and around all edges of all switching cabinet pads and 2 feet from and around all edges of all transformer pads and other equipment pads, and 2) a clear operational area that extends 10 feet immediately in front of all transformer, switching cabinet and other equipment openings, and 3) a 6 feet by 6 feet hot-stick operating area off the front left corner of all transformers, all as shown on Exhibit "B" attached hereto and made a part hereof. No obstructions, trees, shrubs, large landscape rocks, fences, fixtures, or permanent structures shall be placed by Grantor within said clear areas; nor shall Grantor install landscape irrigation or sprinkler systems within said clear areas. Landscape irrigation or sprinkler systems installed adjacent to the clear areas shall be installed and maintained so that the transformers, switching cabinets or any other equipment do not get wet by spray or irrigation.

Grantee shall exercise reasonable care to avoid damage to the Easement Premises and all improvements thereon and agrees that following any installation, excavation, maintenance, repair, or other work by Grantee within the Easement Premises, the affected area, including without limitation, all pavement, landscaping, cement, and other improvements permitted within the Easement Premises pursuant to this easement will be restored by Grantee to as close to original condition as is reasonably possible, at the expense of Grantee.

Grantor reserve the right to require the relocation of Grantee Facilities to a new location within Grantor' Property; provided however, that: (1) Grantor pay the entire cost of redesigning and relocating Grantee Facilities; and (2) Grantor provide Grantee with a new easement in a form and location acceptable to Grantee and at no cost to Grantee. Upon the acceptance by Grantee of a new easement and after the relocation of Grantee Facilities to the new easement area, Grantee shall abandon its rights to use the Easement Premises granted in this easement. The easement granted herein shall not be deemed abandoned except upon Grantee's execution and recording of a formal instrument abandoning the easement.

If any of Grantee's electric facilities in this easement are not being used or are determined not to be useful, Grantor may request that the facilities that are no longer needed be removed and that portion of the easement be abandoned. Grantee will execute and record a formal instrument abandoning the easement, or a portion thereof. Any facilities that are determined to still be needed for Grantee's electrical system can be relocated pursuant to the above relocation requirements.

Grantee shall not have the right to transfer, convey or assign its interests in this easement to any individual, corporation, or other entity (other than to an affiliated entity of Grantee or an entity that acquires from Grantee substantially all of Grantee's electric distribution facilities within the area of Grantor's Property) without the prior written consent of Grantor, which consent shall not be unreasonably withheld. Grantee shall notify Grantor of the transfer, conveyance or assignment of any rights granted herein.

The covenants and provisions herein set forth shall extend and inure in favor and to the benefit of, and shall be binding on the heirs, administrators, executors, successors in ownership and estate, assigns and lessees of Grantor and Grantee.

[THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

EXHIBIT “A”

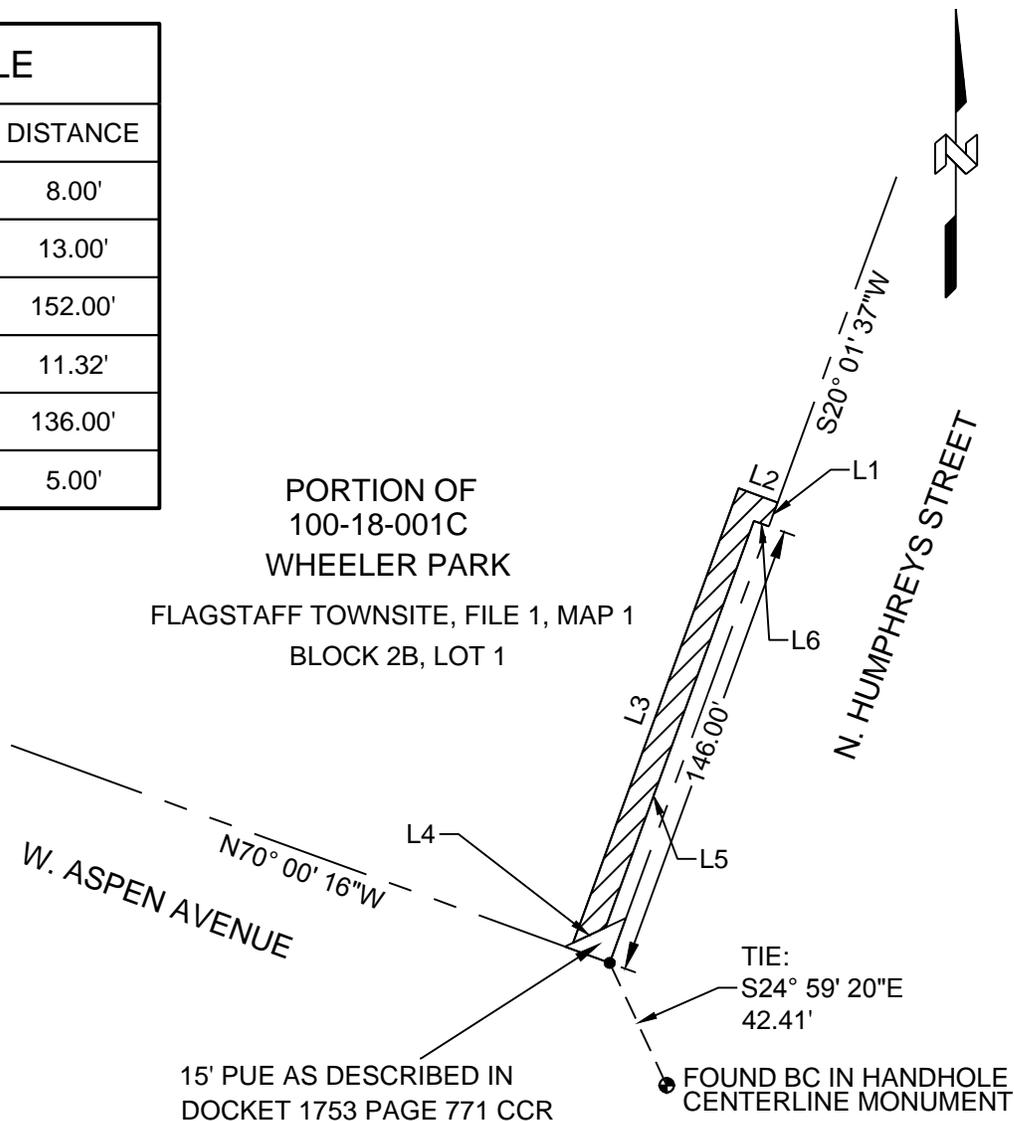
(LEGAL DESCRIPTION OF GRANTOR’ PROPERTY)

Lot 1, Block 2B, of FLAGSTAFF TOWNSITE, according to the Plat of Record in the Office of the County Recorder of Coconino County, Arizona, recorded in File 1, Map 1.

EXHIBIT "B"

SKETCH SHOWING LOCATION AND LIMITS OF
UTILITY EASEMENT

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N20°01'37"E	8.00'
L2	N70°00'16"W	13.00'
L3	S20°01'37"W	152.00'
L4	N65°00'40"E	11.32'
L5	N20°01'37"E	136.00'
L6	S70°00'16"E	5.00'



THE PURPOSE OF THIS EXHIBIT IS TO DEPICT THE DIMENSIONS AND APPROXIMATE LOCATION AND ALIGNMENT OF THE ELECTRIC LINE AND TRANSFORMER. THE LOCATION AND ALIGNMENT OF THE ELECTRIC LINE AND TRANSFORMER AS ACTUALLY CONSTRUCTED SHALL TAKE PRECEDENCE OVER THE LOCATION AND ALIGNMENT SHOWN ON THIS EXHIBIT.

LEGEND	
	EASEMENT AREA
	PROPERTY LINE
	PROPERTY CORNER

W#:	WA315283
DATE:	8/3/16
SE 1/4 SEC 16 T 21N R 7E	
SCALE:	1"=60'
R/W:	DAM
SURVEY:	MGS
DRAWN BY:	DAM