

**CITY CLERK
ORIGINAL**

MARICOPA COUNTY RECORDER
HELEN PURCELL
20110501251 06/16/2011 09:14
ELECTRONIC RECORDING

When Recorded, Return To:
SALT RIVER PROJECT
Land Department/PBA 400
P.O. Box 52025
Phoenix, Arizona 85027-2025

201116958-4-1-1--
ramirezp

C-6579
09/23/2008

**GRANT OF EASEMENT
(MONITORING WELL)**

For and in consideration of the sum of Ten Dollar, and other valuable consideration, receipt of which is hereby acknowledged, the City of Glendale, an Arizona municipal corporation ("City"), hereby grant to Salt River Project Agricultural Improvement and Power District, an agricultural improvement district organized and existing under the laws of the State of Arizona ("SRP"), a non-exclusive easement to install conductors, conduits, pipes, cables, and appurtenant facilities for a **MONITORING WELL** (collectively "Facilities"), upon, over and under the surface of the following described property. The land along which this easement is granted is situated in the County of Maricopa, State of Arizona, and are more particularly described as follows:

See Attached Exhibits "A" ("Easement Parcel")

Together with the right of ingress and egress to and from said Easement; to use city lands adjacent to said easement during temporary periods of construction; and the right to operate, repair, maintain, and remove said **MONITORING WELL** and appurtenant facilities from said premises. City also reserves the right to review and approve any alteration of the well, or well sites, by SRP or its representatives; and to receive copies of all physical, geological, and hydrological data collectively.

City agrees not to construct, install or place any building or other permanent structure within the area of the Easement Parcel, and shall not make use of the Easement Parcel in such a way as to unreasonably interfere with SRP's right and ability to construct, access, maintain and use the Facilities, or intentionally endanger any of the Facilities or the use thereof.

In the event SRP records a document to formally abandon the easement granted herein, all of SRP's right hereunder shall cease, all rights herein granted shall revert to the City, their heirs or assigns, except the right to remove any and all property placed upon the Easement Parcel by SRP within a reasonable time subsequent to such abandonment.

By accepting this easement, SRP agrees: to exercise reasonable care to avoid any damage to said real property above described; to restore, at its expense, the surface of the Easement Parcel upon completion of the initial installation and any subsequent repair or maintenance work that may be required; and that all work performed on or in relation to the Easement Parcel shall comply with all City ordinances, rules and regulations pertaining thereto, to the extent applicable.

Baseball Stadium NWC 107th Ave & Camelback Rd.

Notwithstanding any of the aforesaid provisions, the easement rights granted herein shall be further subject to the following covenants, restrictions and conditions:

1. City reserve the right to use its property, both within and adjacent to Easement Parcel for any and all purposes.
2. City reserves the right to construct and install public utilities, and to grant easements and permits for public utility purposes, in, upon, under, over and across the Easement Parcel.
3. SRP shall pay any and all costs and expenses associated with the relocation or removal of its Facilities, whether or not specifically requested or required by City.
4. In the event the easement granted herein ceases to be used for a period of one (1) year, all of SRP's right to the Easement Parcel shall automatically revert to the City, their heirs or assigns; and SRP shall pay City any and all cost and expenses for the removal of all property placed upon the Easement Parcel by SRP
5. In the event that any repair, maintenance, replacement or additions of its Facilities are required within the Easement Parcel, that may cause a disturbance or disruption of any public street or paved roadway, SRP or its assigns shall notify City, pursuant to existing practices and are obligated to obtain all City permits, traffic control, advance warning signs, barricades, flagmen, flares, and other devices necessary to protect the roadway user as set forth in the "Manual on Uniform Traffic Control Devices" and any amendments and/or revisions thereto.
6. City reserves the right to terminate this Easement upon: (i) ninety (90) days advance written notice without cause: (ii) and upon Thirty (30) days advance written notice with cause. This includes SRP obligation to pay any and all cost and expenses associated with the removal of all its Facilities from the Easement Parcel.

By accepting and recording this easement, SRP agrees to defend, indemnify and hold harmless the City, its agent, representatives, officers, directors, officials and employees (collectively, the "Indemnified Parties") from and against all claims, damages, losses, and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the acts, errors, omissions or mistakes arising out of SRP's use of the Easement Parcel. SRP's duty to defend, indemnify and hold harmless the Indemnified Parties shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death or injury to, impairment, or destruction of property, including loss of use resulting therefrom, caused by any person other than the Indemnified Parties.

IN WITNESS WHEREOF, **CITY OF GLENDALE**, an Arizona municipal corporation, has caused its name to be executed by its duly authorized representative(s), this 1st day of October, 2008.

EXECUTING SIGNATURES AND NOTARIZATION ON FOLLOWING PAGE

APPROVED AS TO FORM:

[Signature]

City Attorney

ATTEST:

[Signature]

City Clerk

THE CITY OF GLENDALE,
an Arizona municipal corporation

By: Pam K

Its: Assistant City Manager

NOTARIZATION ON THE FOLLOWING PAGE

Exempt Pursuant to A.R.S. §11-1134 (A)(2), §11-1134 (A)(3)

STATE OF ARIZONA)
County of Maricopa) ss.

The foregoing instrument was acknowledged before me this 1st day of October 2008 by

Pam Kavanaugh the Assistant City of CITY OF GLENDALE, an
Arizona municipal corporation, on behalf of the corporation. Manager

My commission expires:

August 29th, 2011

Tiffany A. Huskey
Notary Public in and for said State



EXHIBIT "A"

An easement lying within that tract as conveyed to the City of Glendale by deed of record in Instrument Number 1998-0197401, Maricopa County Records, being within the Northeast Quarter of Section 18, Township 2 North, Range 1 East of the Gila and Salt River Base & Meridian, Maricopa County, City of Phoenix, Arizona, more particularly described as follows:

COMMENCING at the East quarter corner (2-1/2" City of Phoenix brass cap flush) of said Section 18 from which point the Southeast corner thereof (Maricopa County Highway Department brass cap in hand hole) bears South 00°25'22" West a distance of 2635.44 feet;

THENCE North 80°12'37" West a distance of 1867.02 feet to the POINT OF BEGINNING;

THENCE North 46°13'09" West a distance of 10.00 feet;

THENCE North 43°47'25" East a distance of 10.00 feet;

THENCE South 46°13'09" East a distance of 10.00 feet;

THENCE South 43°47'25" West a distance of 10.00 feet to the POINT OF BEGINNING.

The Basis of Bearing for the above description is South 00°25'22" West for the East line of the Southeast Quarter of Section 18, Township 2 North, Range 1 East of the Gila and Salt River Base & Meridian, Maricopa County, City of Phoenix, Arizona, as shown on an A.L.T.A. Survey performed by Troy A. Ray with Stanley Consultants dated January 23, 2008, recorded in Book 969, Page 13, Maricopa County Records.