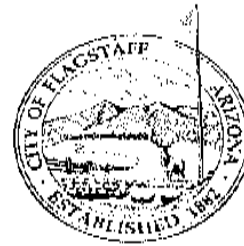


**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and City Council
From: Denny Birkland, ext. 7623,
Date: November 25, 2008
Meeting Date: December 16, 2008



TITLE: Consideration of Resolution 2008-69 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA, GRANTING A PUBLIC UTILITY EASEMENT TO ARIZONA PUBLIC SERVICE COMPANY AT 3200 WEST ROUTE 66 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE APPROPRIATE INSTRUMENTS TO CONVEY SAID EASEMENT

RECOMMENDED ACTION:

At the meeting of December 16, 2008: Read Resolution 2008-69 by title only and adopt.

ACTION SUMMARY:

This action grants an easement to Arizona Public Service.

DISCUSSION:**Background/History:**

Arizona Public Service supplies electrical power to the Alltel Lease site at 3200 West Route 66. The electrical service comes from West Route 66 and runs north approximately 287 feet to the Alltel lease site. APS has requested the granting of an easement for the service line necessary to provide electrical power to this facility. The easement grants them permission to place there lines on City property.

Key Considerations:

The easement is 8 feet wide consists of underground electric lines and appurtenant facilities.

Community Benefits and Considerations:

N/A

Community Involvement:

N/A

Financial Implications:

There is no direct cost associated with this action. The City receives monthly rent from Alltel for this site.

Options and Alternatives:

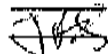
Adopt Resolution 2008-69
Do Not Read Resolution 2008-69

Attachments/Exhibits:

Resolution 2008-69
Easement
Map



Department Head

INITIALS	RESPONSIBILITY	DATE	INITIALS	RESPONSIBILITY	DATE
_____	BIDS/PURCHASES	_____	_____	FINANCE/BUDGET	_____
_____	GRANTS/CONTRACTS	_____	_____	IGAS	_____
	LEGAL	4/25/08	_____	_____	_____

DATE OF COUNCIL APPROVAL: _____

RESOLUTION NO. 2008-69

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA, GRANTING A PUBLIC UTILITY EASEMENT TO ARIZONA PUBLIC SERVICE COMPANY AT 3200 WEST ROUTE 66 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE APPROPRIATE INSTRUMENTS TO CONVEY SAID EASEMENT

WHEREAS, Arizona Public Service Company has requested that the City grant it a public utility easement over and across certain real property owned by the City of Flagstaff ; and

WHEREAS, the City of Flagstaff desires to grant said public utility easement to Arizona Public Service Company;

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

SECTION 1. That the public utility easement, described in the attached Easement Document, and made a part hereof by this reference, be and hereby is granted, without any warranty of title, and approved.

SECTION 2. That the public utility easement granted to Arizona Public Service shall be subject to all encumbrances, liens, limitations, restrictions and estates as exist on the land of which the easement is a part.

SECTION 3. That the City Manager be and hereby is authorized to execute any documents that may be necessary to carry out the provisions of this Resolution. All documents shall be in a form approved by the City Attorney.

SECTION 4. That 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 intents of this Resolution, including, but not limited to, the recording in the Office of the Coconino County Recorder of the public utility easement attached hereto.

PASSED AND ADOPTED by the City Council and approved by the Mayor of the City of Flagstaff this _____ day of _____, 2008.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

J. Paul for

CITY ATTORNEY

rlf

When recorded, please return to :
APS RIGHT OF WAY DEPT.
2200 E Huntington Dr.
FLAGSTAFF, AZ. 86004
NW3-19-21N-7E
W391821
DAM

**CITY OF FLAGSTAFF-APS
UTILITY EASEMENT**

THE CITY OF FLAGSTAFF, a municipal corporation of the State of Arizona, (hereinafter called "Grantor"), is the owner of the following described real property located in Maricopa 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, 8 feet in width or 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's 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 Facilities shall consist of underground electric lines and appurtenant facilities including pad mounted equipment. In no event may any overhead electric lines and associated overhead equipment be installed unless in an emergency to restore power. 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 reserves 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 Grantor 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 a clear area that extends 3 feet from and around all edges of all transformer pads and other equipment pads, and a clear operational area that extends 10 feet immediately in front of all transformer and other equipment openings. No obstructions, trees, shrubs, fixtures, or permanent structures shall be placed or permitted by Grantor within said areas. Grantee is hereby granted the right to trim, prune, cut, and clear away trees, brush, shrubs, or other obstructions within said areas.

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 reserves the right to require the relocation of Grantee Facilities to a new location within Grantor's Property; provided however, that: (1) Grantor pays the entire cost of redesigning and relocating Grantee Facilities; and (2) Grantor provides 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

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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 agreements 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.

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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 City of Flagstaff

City Attorney

By: _____

ATTEST:

Name and title

City Clerk

STATE OF _____ }
County of _____ } ss.

This instrument was acknowledged before me this _____ day of _____, 20____ by _____ of _____ on behalf of _____.

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

My Commission Expires: _____

Notary Public

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EXHIBIT "A"

Parcels No.'s 1B and 2 as described in Instrument Number 3106795, Records of the County Recorder, Coconino County, Arizona, located in the Northwest quarter of Section 19, Township 21 North, Range 7 East of the Gila and Salt River Base and Meridian, Coconino County, Arizona.

EXHIBIT "B"

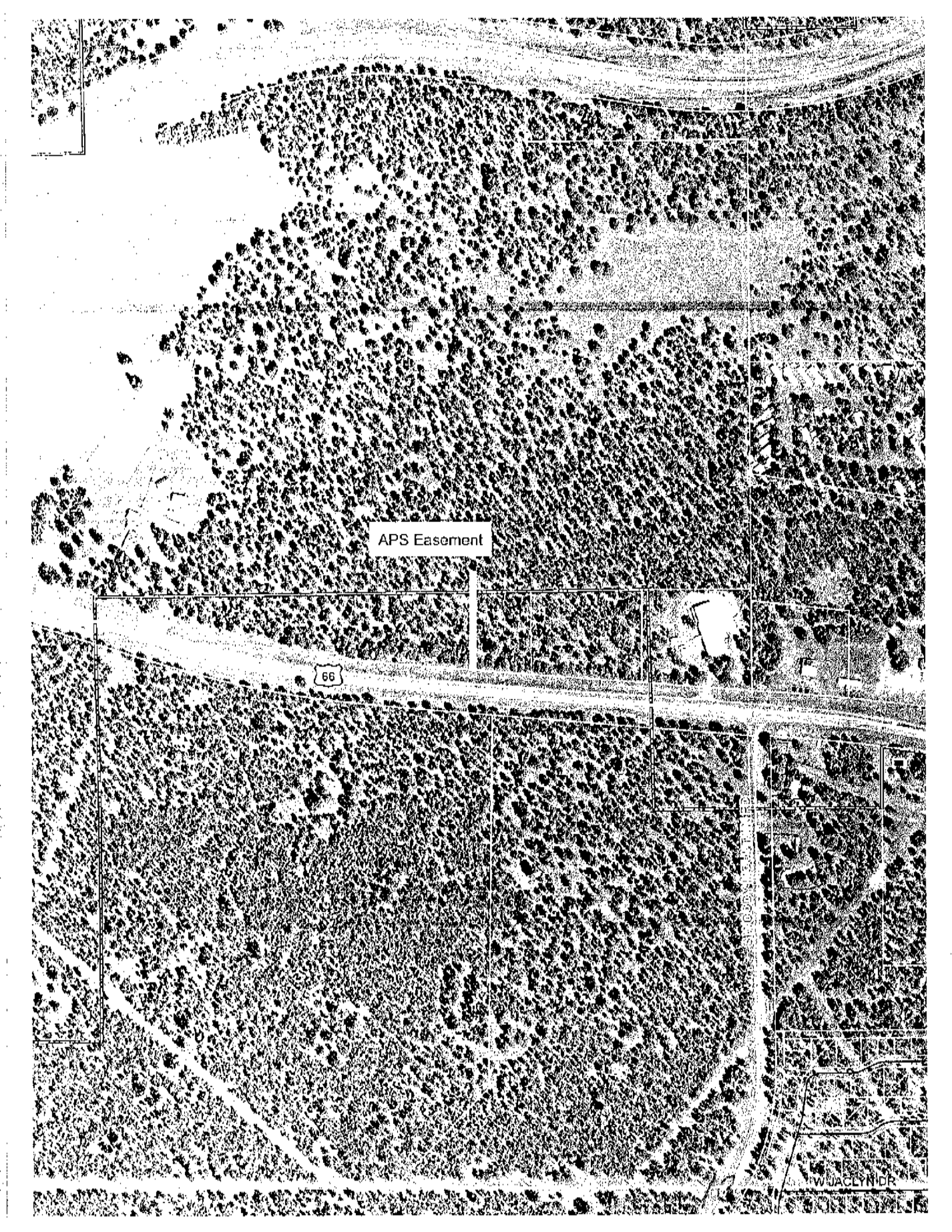
APS CENTERLINE EASEMENT DESCRIPTION:

COMMENCING at the Northeast corner of Parcel 2 as described in Instrument Number 3106795, Records of the County Recorder, Coconino County, Arizona, located in the Northwest quarter of Section 19, Township 21 North, Range 7 East of the Gila and Salt River Base and Meridian, Coconino County, Arizona;

THENCE South 89° 40' 26" West along the North line of said Parcel 2, a distance of 147.80;

THENCE North 00° 09' 04" East, a distance of 45.06 feet to an APS padmount transformer and the POINT OF BEGINNING;

THENCE South 00° 40' 26" West, a distance of 287.47 feet to a point on the South boundary of said Parcel 2.

An aerial photograph showing a rural landscape with a road and property boundaries. A road with a '66' shield is visible. A white box labeled 'APS Easement' is placed over a portion of the land. The terrain is mostly flat with some vegetation and scattered buildings.

APS Easement

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