

NW 9 1N 1W  
33.447266, -112.369506  
APN 500-10-732A  
CCW-16-17  
WA327704  
SER SCK

## UTILITY EASEMENT

**CITY OF GOODYEAR**, 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 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 within the Easement Premises 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; install, operate and maintain telecommunication wires, cables, conduits, fixtures and facilities incidental to supplying electricity or for Grantee's own use (said electrical and telecommunication lines, facilities and fixtures collectively herein called "Grantee Facilities").

Grantee is hereby granted the right, but not the obligation, to trim, prune, cut, and clear away trees, brush, shrubs, or other vegetation on, or adjacent to, the Easement Premises whenever in Grantee's judgment the same shall be necessary for the convenient and safe exercise of the rights herein granted.

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 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 transformers, switching cabinet and other equipment openings. 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.

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; nor shall Grantor plant or permit to be planted any trees within the limits of the Easement Premises without the prior written consent of Grantee. However, Grantor reserves the right to use the Easement Premises for purposes 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, 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, 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.

By accepting and utilizing this easement, Grantee agrees that following any installation, excavation, maintenance, repair, or other work by Grantee within the Easement Premises, the affected area will be restored by Grantee to as close to original condition as is reasonably possible, at the expense of Grantee; and that Grantee shall indemnify Grantor, to the extent required by law, for any loss, cost or damage incurred by Grantor as a result of any negligent installation, excavation, maintenance, repair or other work performed by Grantee within the Easement Premises.

The easement granted herein shall not be deemed abandoned except upon Grantee's execution and recording of a formal instrument abandoning the easement.

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.

IN WITNESS WHEREOF, **CITY OF GOODYEAR**, a municipal corporation of the State of Arizona, has caused this Utility Easement to be executed by its duly authorized representative, this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

**CITY OF GOODYEAR,**  
a municipal corporation of the State of Arizona

By: \_\_\_\_\_  
Printed Name

Its: \_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

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STATE OF \_\_\_\_\_ }  
  } ss.  
County of \_\_\_\_\_ }

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 GRANTOR'S PROPERTY)

PARCEL NO. 2 MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" IN INSTRUMENT #2012-0825153 AND IN BOOK 1079 OF MAPS, PAGE 17, OFFICIAL RECORDS OF MARICOPA COUNTY, MARICOPA COUNTY, ARIZONA. (APN 500-10-732A)

## EXHIBIT "B"

### (LEGAL DESCRIPTION AND /OR EXHIBIT OF EASEMENT PREMISES)

THAT PART OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 9 FROM WHICH THE NORTHWEST CORNER BEARS SOUTH 89°53'47" WEST (BASIS OF BEARING), A DISTANCE OF 2626.72 FEET;

THENCE SOUTH 89°53'47" WEST, ALONG AND WITH THE NORTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 660.00 FEET;

THENCE DEPARTING SAID NORTH LINE, SOUTH 00°07'30" EAST, 626.73 FEET TO THE NORTHEAST CORNER OF PARCEL 2 MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" IN INSTRUMENT #2012-0825153 AND IN BOOK 1079 OF MAPS, PAGE 17, OFFICIAL RECORDS OF MARICOPA COUNTY, MARICOPA COUNTY, ARIZONA;

THENCE SOUTH 00°07'29" EAST, ALONG THE EAST PROPERTY LINE, A DISTANCE OF 276.64 FEET;

THENCE SOUTH 89°53'00" WEST, ALONG THE SOUTH PROPERTY LINE, A DISTANCE OF 170.11 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID SOUTH PROPERTY LINE, SOUTH 89°53'00" WEST, A DISTANCE OF 8.00 FEET;

THENCE NORTH 00°00'58" WEST, A DISTANCE OF 29.44 FEET;

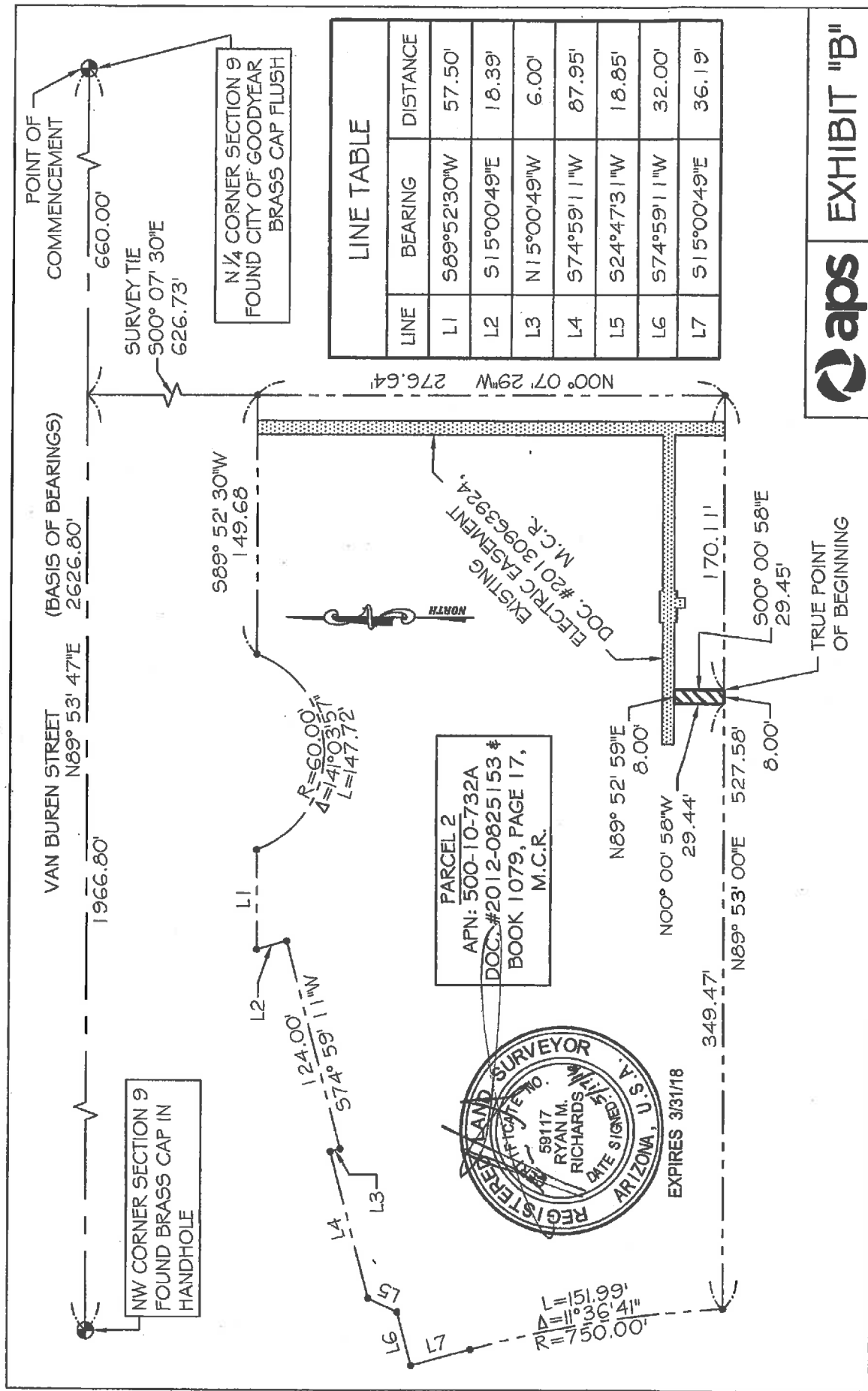
THENCE NORTH 89°52'59" EAST, A DISTANCE OF 8.00 FEET;

THENCE SOUTH 00°00'58" EAST, A DISTANCE OF 29.45 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 235.574 SQUARE FEET OR .0571 ACRES, MORE OR LESS.

SEE ATTACHED EXHIBIT DRAWING BY REFERENCE MADE A PART HERETO:





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.

**aps** **EXHIBIT "B"**

JOB # WA327704 DATE: 04/18/16  
 NW 1/4 SEC 09 T1N R1W  
 SCALE: 1" = 80'  
 RW: SCOTT REVORD  
 SURVEY: TAFT - JENKINS  
 DRAWN BY: RICHARDS PG. 6 OF 6