

NW 9 1N 1W
33.447266, -112.369506
APN 500-10-731C
CCW-16-17
WA327704
SER SCK

UTILITY EASEMENT

CITY OF GOODYEAR, an Arizona municipal corporation, (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**, an Arizona municipal corporation, has caused this Utility Easement to be executed by its duly authorized representative, this ____ day of _____, 201__.

CITY OF GOODYEAR,
an Arizona municipal corporation

By: _____
Printed Name

Its: _____
Title

Signature

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)

A PARCEL OF LAND MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" IN INSTRUMENT
#2015-0072235, OFFICIAL RECORDS OF MARICOPA COUNTY, MARICOPA COUNTY, ARIZONA.
(APN 500-10-731C)

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°07'55" EAST, ALONG AND WITH THE WEST LINE OF THE EAST 660.00 FEET OF SAID NORTHWEST QUARTER, 903.04 FEET TO THE NORTHEAST CORNER OF A PARCEL OF LAND MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" IN INSTRUMENT #2015-0072235, OFFICIAL RECORDS OF MARICOPA COUNTY, MARICOPA COUNTY, ARIZONA.

THENCE SOUTH 00°07'55" EAST, ALONG THE EAST PROPERTY LINE, A DISTANCE OF 56.59 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 00°07'55" EAST, CONTINUING ALONG SAID PROPERTY LINE, A DISTANCE OF 8.00 FEET;

THENCE NORTH 89°59'54" WEST, A DISTANCE OF 52.83 FEET;

THENCE SOUTH 74°11'21" WEST, A DISTANCE OF 20.18 FEET;

THENCE NORTH 15°48'39" WEST, A DISTANCE OF 5.71 FEET;

THENCE NORTH 90°00'00" WEST, A DISTANCE OF 93.89 FEET;

THENCE NORTH 15°48'39" WEST, A DISTANCE OF 37.21 FEET;

THENCE SOUTH 74°11'21" WEST, A DISTANCE OF 4.00 FEET;

THENCE NORTH 15°48'39" WEST, A DISTANCE OF 6.00 FEET;

THENCE NORTH 74°11'21" EAST, A DISTANCE OF 4.00 FEET;

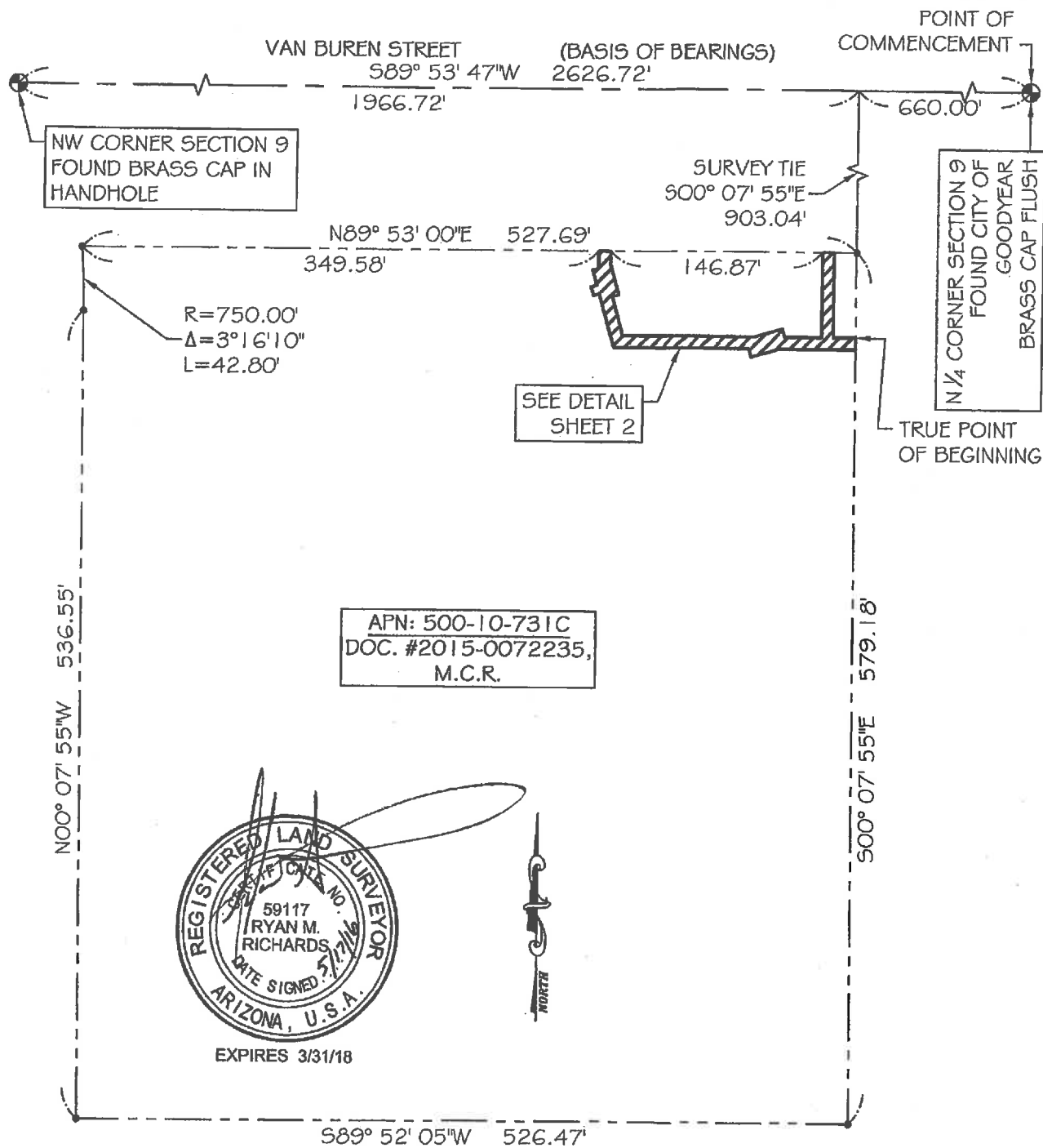
THENCE NORTH 15°48'39" WEST, A DISTANCE OF 10.33 FEET;

THENCE NORTH 74°11'21" EAST, A DISTANCE OF 4.19 FEET;

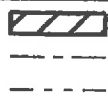
THENCE NORTH 00°00'58" WEST, A DISTANCE OF 11.57 FEET;
THENCE NORTH 89°53'00" EAST, A DISTANCE OF 8.00 FEET;
THENCE SOUTH 00°00'58" EAST, A DISTANCE OF 9.32 FEET;
THENCE SOUTH 15°48'39" EAST, A DISTANCE OF 20.33 FEET;
THENCE SOUTH 74°11'21" WEST, A DISTANCE OF 4.50 FEET;
THENCE SOUTH 15°48'39" EAST, A DISTANCE OF 27.17 FEET;
THENCE NORTH 90°00'00" EAST, A DISTANCE OF 91.80 FEET;
THENCE NORTH 74°11'21" EAST, A DISTANCE OF 20.18 FEET;
THENCE SOUTH 15°48'39" EAST, A DISTANCE OF 5.71 FEET;
THENCE SOUTH 89°59'54" EAST, A DISTANCE OF 25.61 FEET;
THENCE NORTH 00°07'55" WEST, A DISTANCE OF 56.54 FEET;
THENCE NORTH 89°53'00" EAST, A DISTANCE OF 8.00 FEET;
THENCE SOUTH 00°07'55" EAST, A DISTANCE OF 56.56 FEET;
THENCE SOUTH 89°59'54" EAST, A DISTANCE OF 15.24 FEET TO THE TRUE POINT OF
BEGINNING.
CONTAINING 2,488.258 SQUARE FEET OR .0571 ACRES, MORE OR LESS.

SEE ATTACHED EXHIBIT DRAWING BY REFERENCE MADE A PART HERETO:





LEGEND



EASEMENT AREA
 MONUMENT LINE
 PROPERTY LINE



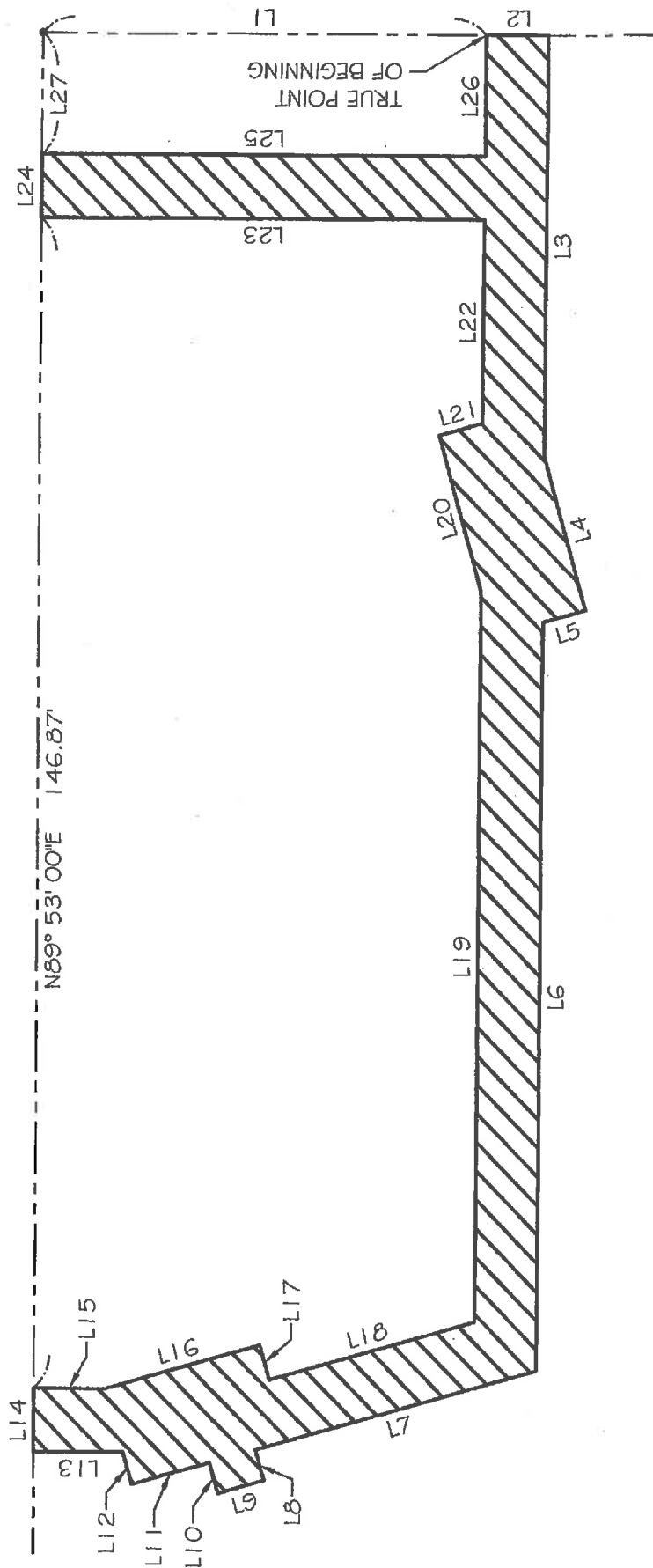
PROPERTY CORNER
 MONUMENT



EXHIBIT "B"

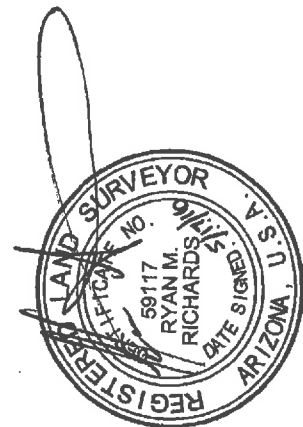
THE PURPOSE OF THIS EXHIBIT IS TO DEPICT THE DIMENSIONS
 AND APPROXIMATE LOCATION AND ALIGNMENT OF THE ELECTRIC
 LINE EASEMENT AREA. THE LOCATION AND ALIGNMENT OF THE
 ELECTRIC LINE AND FACILITIES AS ACTUALLY CONSTRUCTED
 SHALL TAKE PRECEDENCE OVER THE LOCATION AND ALIGNMENT
 SHOWN ON THIS EXHIBIT.

JOB # WA327704 DATE: 04/18/16
 NW 1/4 SEC 09 TIN RIW
 SCALE: 1" = 100'
 RW: SCOTT REVORD
 SURVEY: TAFT - JENKINS
 DRAWN BY: RICHARDS PG. 7 OF 9



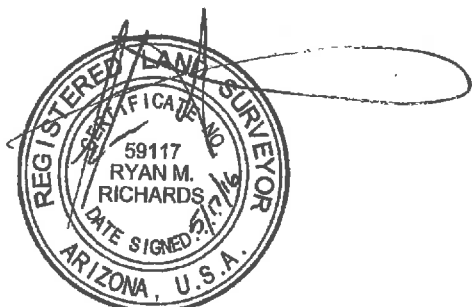
aps EXHIBIT "B"

JOB #	WA327704	DATE:	04/18/16
NW 1/4	SEC 09	T	1 N R 1 W
SCALE:	1" = 100'		
RAW:	SCOTT REVORD		
SURVEY:	TAFT - JENKINS		
DRAWN BY:	RICHARDS		
	PG. 8 OF 9		



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S00°07'55"E	56.59'
L2	S00°07'55"E	8.00'
L3	N89°59'54"W	52.83'
L4	S74°11'21"W	20.18'
L5	N15°48'39"W	5.71'
L6	N90°00'00"W	93.89'
L7	N15°48'39"W	37.21'
L8	S74°11'21"W	4.00'
L9	N15°48'39"W	6.00'
L10	N74°11'21"E	4.00'
L11	N15°48'39"W	10.33'
L12	N74°11'21"E	4.19'
L13	N00°00'58"W	11.57'
L14	N89°53'00"E	8.00'

LINE TABLE		
LINE	BEARING	DISTANCE
L15	S00°00'58"E	9.32'
L16	S15°48'39"E	20.33'
L17	S74°11'21"W	4.50'
L18	S15°48'39"E	27.17'
L19	N90°00'00"E	91.80'
L20	N74°11'21"E	20.18'
L21	S15°48'39"E	5.71'
L22	S89°59'54"E	25.61'
L23	N00°07'55"W	56.54'
L24	N89°53'00"E	8.00'
L25	S00°07'55"E	56.56'
L26	S89°59'54"E	15.24'
L27	N89°53'41"E	15.24'



EXPIRES 3/31/18

	EXHIBIT "B"
JOB # WA327704	DATE: 04/18/16
NW 1/4 SEC 09	TIN RIW
SCALE: 1" = 100'	
RW: SCOTT REVORD	
SURVEY: TAFT - JENKINS	
DRAWN BY: RICHARDS	PG. 9 OF 9