

CITY OF GOODYEAR-APS UTILITY EASEMENT

THE 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, as further described in attached exhibits at locations, 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 to Crane Corporation Extraction Well - EA-11 "Well Site" located on Grantor's Property (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, the locations of which are set forth in Exhibit "B." In no event may any overhead electric lines and associated overhead equipment be installed unless in an emergency to restore power and equipment may remain only as long as reasonably necessary for Grantee to provide power to the Well Site through underground electric lines. 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 other structure or drill any well (except the Well Site) within the limits of the Easement Premises. However, Grantor reserves all other rights, interests and other uses of the Easement Premises that are not inconsistent with Grantee's easements 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 for paving, sidewalks, landscaping, driveways, and curbing improvements which are specifically reserved herein and deemed to not interfere with or endanger Grantee's Facilities within the Easement Premises. 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 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 for construction-related or 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. 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 condition existing prior to such work as is reasonably possible, at the expense of Grantee.

Grantee shall indemnify Grantor, to the extent allowed by law, for any loss, cost or damage incurred by Grantor as a result of the negligent installation, excavation, maintenance, repair or other work performed by or on behalf of Grantee within the Easement Premises.

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 at no cost to Grantee. Upon the acceptance by Grantee of the new easement and after the relocation of Grantee Facilities to the new easement area, Grantee shall abandon its right 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.

This easement shall, subject to the terms herein, be terminated after the Well Site is no longer in service. After being notified by Grantor in writing that the Well Site is no longer in service, Grantee shall, in a commercially reasonable time frame, remove the Grantee Facilities from the Easement Premises and restore the Easement Premises to the condition existing prior to such removal. Following the removal of the Grantee Facilities, Grantee shall, within thirty (30) days of a written request from Grantor, execute documents terminating this Easement.

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 all of Grantee's electric distribution facilities within the Grantor's Property without the prior written consent of Grantor. 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 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____.

APPROVED AS TO FORM

CITY OF GOODYEAR,

City Attorney

Mayor

ATTEST:

City Clerk

State of Arizona }
 } ss.
County of Maricopa }

This Utility Easement was acknowledged before me this _____ day of _____, 20____ by
_____ on behalf of the City of Goodyear, an Arizona municipal
corporation.

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

Notary Seal

Notary Public

EXHIBIT "A"

(LEGAL DESCRIPTION OF GRANTOR'S PROPERTY)

A PARCEL OF LAND MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" IN INSTRUMENT
#1998-0435432, OFFICIAL RECORDS OF MARICOPA COUNTY, MARICOPA COUNTY, ARIZONA.
(APN 500-04-019Q)

EXHIBIT "B"

An electric line easement situate within the Southeast quarter of Section 9, Township 1 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, the perimeter of said easement is described as follows:

COMMENCING at a brass cap in handhole marking the Southeast corner of said Section 9 from which a brass cap in handhole marking the East quarter corner of said Section 9 bears North 00 degrees 21 minutes 00 seconds East, a distance of 2634.01 feet;

THENCE North 00 degrees 21 minutes 00 seconds East, along the Easterly line of the Southeast quarter of said Section 9, a distance of 636.62 feet;

THENCE departing the Easterly line of the Southeast quarter of said Section 9, North 89 degrees 38 minutes 00 seconds West, a distance of 576.62 feet;

THENCE North 00 degrees 21 minutes 00 seconds East, a distance of 80.00 feet to the Southwesterly corner of the parcel of land described in document #1998-0435432 records of Maricopa County, Arizona;

THENCE continuing North 00 degrees 21 minutes 00 seconds East, along the Westerly line of said parcel, a distance of 95.62 feet to the Northwesterly corner of said parcel and the POINT OF BEGINNING of this easement description;

THENCE South 89 degrees 38 minutes 00 seconds East, along the Northerly line of said parcel, a distance of 18.34 feet;

THENCE departing the Northerly line of said parcel, South 00 degrees 22 minutes 00 seconds West, a distance of 15.42 feet;

THENCE North 89 degrees 38 minutes 00 seconds West, a distance of 18.33 feet to the Westerly line of said parcel;

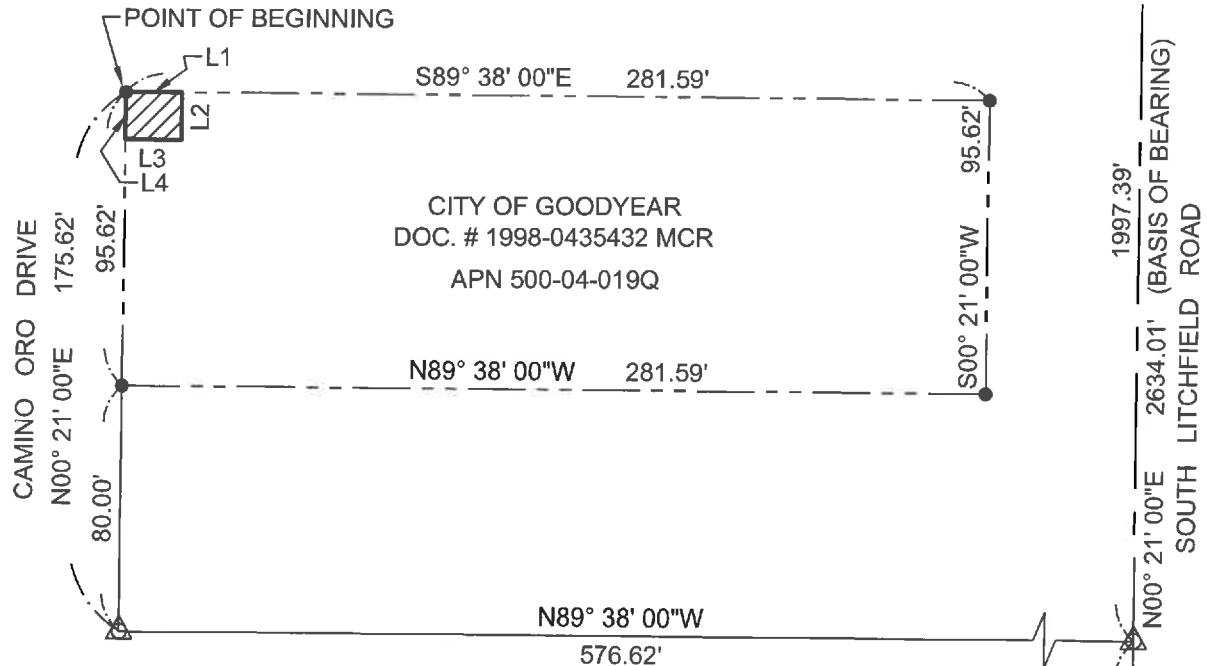
THENCE continuing North 00 degrees 21 minutes 00 seconds East, along the Westerly line of said parcel, a distance of 15.42 feet to the POINT OF BEGINNING.



EXPIRES 12/31/2019

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S89°38'00"E	18.34'
L2	S00°22'00"W	15.42'
L3	N89°38'00"W	18.33'
L4	N00°21'00"E	15.42'

EAST 1/4 CORNER
SECTION 9, T1N, R1W
BRASS CAP IN HANDHOLE



EXPIRES 12/31/2019

POINT OF COMMENCEMENT
SOUTHEAST CORNER
SECTION 9, T1N, R1W
BRASS CAP IN HANDHOLE

LEGEND

	EASEMENT AREA
	MONUMENT LINE
	PROPERTY LINE
	TIE LINE
	PROPERTY CORNER
	MONUMENT
	REFERENCE POINT
MCR	MARICOPA COUNTY RECORDER
APN	ASSESSORS PARCEL NUMBER

EXHIBIT "B"

SE 1/4 Sec9 T1N R1W		
		EA-11 GOODYEAR EXTRACTION WELL 991 S CAMINO ORO DRIVE
WO#:	WA370276	DATE: 9/25/2017
BY:	E. SERAFIN	SCALE: 1" = 60'
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