

SE 7 1N 1W  
33.418834, -112.430747  
APN 500-09-148A  
CCW-20-104  
WA501526  
SER RLM

## **UTILITY EASEMENT**

**THE 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 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.

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 practicable, 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, **THE CITY OF GOODYEAR**, an Arizona municipal corporation, has caused this Utility Easement to be executed by its duly authorized representative, this \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

**THE CITY OF GOODYEAR,**  
an Arizona municipal corporation

By: \_\_\_\_\_  
Georgia Lord, Mayor

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

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 202\_\_  
by Georgia Lord, Mayor of THE CITY OF GOODYEAR.

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

Notary Seal:

\_\_\_\_\_  
Notary Public Signature

## **EXHIBIT “A”**

(DOC. #2020-0875007 M.C.R.)

LOT 1, MINOR LAND DIVISION OF CITY OF GOODYEAR RECREATION CAMPUS, BOOK 1546 OF MAPS, PAGE 37, OFFICIAL RECORDS OF THE COUNTY RECORDER, MARICOPA COUNTY, ARIZONA.

**EXHIBIT “B”**  
ARIZONA PUBLIC SERVICE JOB #WA501526

A Utility Easement situate within the Southeast quarter of Section 7, Township 1 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the Southeast corner of said Section 7, from which the East quarter corner of said Section 7 bears North 00 degrees 26 minutes 37 seconds East, a distance of 2638.34 feet;

THENCE North 00 degrees 26 minutes 37 seconds East, along the East line of the Southeast quarter of said Section 7, a distance of 2530.49 feet;

THENCE North 89 degrees 33 minutes 23 seconds West, a distance of 75.00 feet to the West right-of-way line of South Estrella Parkway;

THENCE continuing North 89 degrees 33 minutes 23 seconds West, along the southerly line of a 10-foot Public Utility Easement, a distance of 14.13 feet;

THENCE North 44 degrees 29 minutes 55 seconds West, along the southwesterly line of said 10-foot Public Utility Easement, a distance of 19.86 feet to the POINT OF BEGINNING of this Utility Easement description;

THENCE continuing North 44 degrees 29 minutes 55 seconds West, along the southwesterly line of said 10-foot Public Utility Easement, a distance of 12.74 feet;

THENCE North 89 degrees 25 minutes 32 seconds West, along the southerly line of said 10-foot Public Utility Easement, a distance of 224.63 feet;

THENCE departing the southerly line of said 10-foot Public Utility Easement and continuing North 89 degrees 25 minutes 32 seconds West, a distance of 127.85 feet;

THENCE North 00 degrees 15 minutes 46 seconds East, a distance of 22.36 feet to the southwesterly line of said 10-foot Public Utility Easement;

THENCE North 79 degrees 30 minutes 59 seconds West, along the southwesterly line of said 10-foot Public Utility Easement, a distance of 12.70 feet;

THENCE departing the southerly line of said 10-foot Public Utility Easement South 00 degrees 15 minutes 46 seconds West, a distance of 5.84 feet;

THENCE North 89 degrees 44 minutes 14 seconds West, a distance of 4.00 feet;

THENCE South 00 degrees 15 minutes 46 seconds West, a distance of 6.00 feet;

THENCE South 89 degrees 44 minutes 14 seconds East, a distance of 4.00 feet;

THENCE South 00 degrees 15 minutes 46 seconds West, a distance of 12.70 feet;

THENCE North 89 degrees 25 minutes 32 seconds West, a distance of 130.65 feet;

THENCE North 00 degrees 15 minutes 46 seconds East, a distance of 7.47 feet;

THENCE South 89 degrees 44 minutes 14 seconds East, a distance of 17.90 feet;

THENCE North 00 degrees 15 minutes 46 seconds East, a distance of 15.50 feet;

THENCE North 89 degrees 44 minutes 14 seconds West, a distance of 17.90 feet;

THENCE North 00 degrees 15 minutes 46 seconds East, a distance of 11.88 feet to the southerly line of said 10-foot Public Utility Easement;

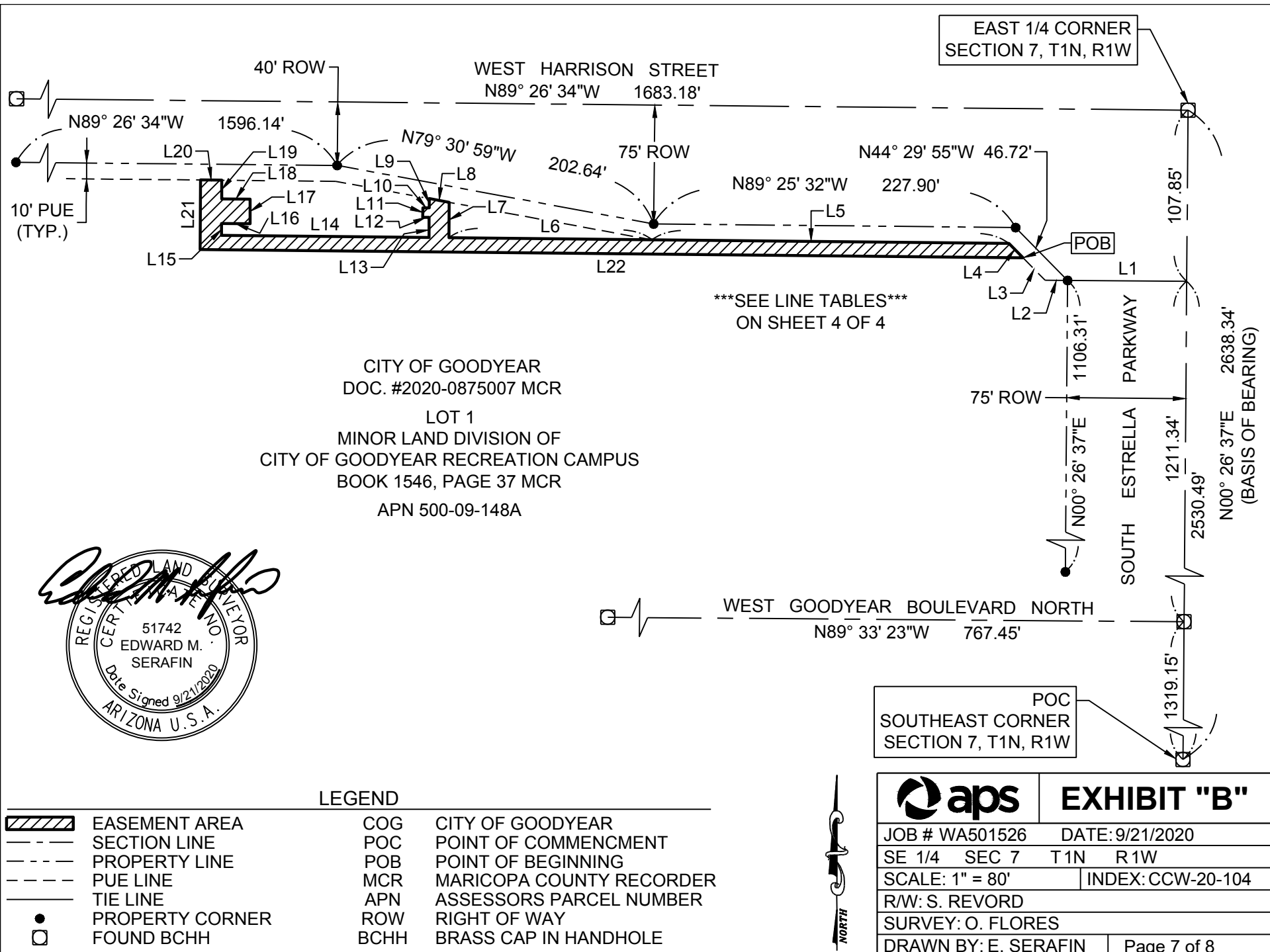
THENCE North 89 degrees 26 minutes 34 seconds West, along the southerly line of said 10-foot Public Utility Easement, a distance of 13.41 feet;

THENCE departing the southerly line of said 10-foot Public Utility Easement South 00 degrees 15 minutes 46 seconds West, a distance of 43.85 feet;

THENCE South 89 degrees 25 minutes 32 seconds East, a distance of 518.02 feet to the POINT OF BEGINNING.

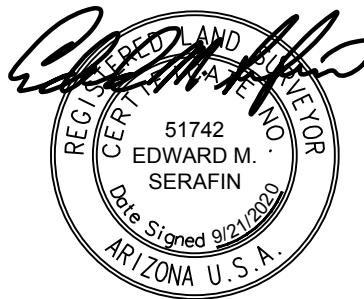
Contains an area of 5683.85 square feet  
or 0.1304 acres, more or less.






LINE TABLE		
LINE	BEARING	DISTANCE
L1	N89°33'23"W	75.00'
L2	N89°33'23"W	14.13'
L3	N44°29'55"W	19.86'
L4	N44°29'55"W	12.74'
L5	N89°25'32"W	224.63'
L6	N89°25'32"W	127.85'
L7	N00°15'46"E	22.36'
L8	N79°30'59"W	12.70'
L9	S00°15'46"W	5.84'
L10	N89°44'14"W	4.00'
L11	S00°15'46"W	6.00'

LINE TABLE		
LINE	BEARING	DISTANCE
L12	S89°44'14"E	4.00'
L13	S00°15'46"W	12.70'
L14	N89°25'32"W	130.65'
L15	N00°15'46"E	7.47'
L16	S89°44'14"E	17.90'
L17	N00°15'46"E	15.50'
L18	N89°44'14"W	17.90'
L19	N00°15'46"E	11.88'
L20	N89°26'34"W	13.41'
L21	S00°15'46"W	43.85'
L22	S89°25'32"E	518.02'



	<b>EXHIBIT "B"</b>
JOB # WA501526      DATE: 9/21/2020	
SE 1/4    SEC 7    T1N    R1W	
SCALE: NONE	INDEX: CCW-20-104
R/W: S. REVORD	
SURVEY: O. FLORES	
DRAWN BY: E. SERAFIN	