SW-22-01N-15E
APN 207-07-004
W487701-
MD

UTILITY EASEMENT

GILA COUNTY, an Arizona Body politic, (hereinafter called "Grantor"), is the owner of the following described real property located in Gila 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 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"); utilize the Easement Premises for all other purposes connected therewith; and permit the installation of the wires, fixtures, conduits, or cables of any other company.

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 a clear area that extends 2 feet from and around all edges of all transformer pads and other equipment pads, 3 feet from and around all edges of all switching cabinet pads and a clear operational area that extends 10 feet immediately in front of all transformer, switching cabinet and other equipment openings. No obstructions, trees, shrubs, fixtures, or permanent structures shall be placed by Grantor within said areas.

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.

Grantee agrees that following any installation, excavation, maintenance, repair, or other work performed 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 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, **GILA COUNTY, an Arizona Body politic**, has caused this Utility Easement to be executed by its duly authorized representative, this 4 day of October, 2010.

GILA COUNTY, an Arizona Body politic

By: STEVE STRATTON
(Please Print Name)

Its: Public Works Director
(Title)

(Signature)

STATE OF Arizona }
} ss.
County of Gila }

This instrument was acknowledged before me this 4 day of October, 2010

by Steve Stratton, Gila County
(Grantor)

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

Notary Seal:

Shannon Boyer
Notary Public Signature

OFFICIAL SEAL
SHANNON BOYER
NOTARY PUBLIC - State of Arizona
GILA COUNTY
My Comm. Expires April 14, 2011

EXHIBIT "A"

(LEGAL DESCRIPTION OF GRANTOR'S PROPERTY)

LOT 3, FAIRMONT ACREAGE, according to Map No. 45, records of Gila County, Arizona.

EXHIBIT "B"

(LEGAL DESCRIPTION OF EASEMENT PREMISES)

SAID EASEMENT TO BE TEN (10) FEET IN WIDTH, FIVE (5) FEET ON EITHER SIDE OF THE CENTERLINE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING at the Northeast corner of Lot 3, as described on attached Exhibit "A";

THENCE North 89 Degrees 50 minutes 07 seconds West, coincident with the North line of said Lot 3, and the South sideline of South Russell Road (Michigan Ave.), a distance of 11.54 feet to the TRUE POINT OF BEGINNING of the herein described easement;

THENCE South 06 Degrees 28 minutes 57 seconds West, a distance of 79.48 feet;

THENCE South 01 Degrees 34 minutes 33 seconds East, a distance of 167.80 feet more or less to a point of intersection with the South line of said Lot 3;

The sidelines of said easement to be extended or shortened to meet at angle points of lines beginning and terminated upon by the centerline description herein.

The location and alignment of the electric line and equipment as actually constructed shall take precedence over the location and alignment described above.