

NE-36-01N-15E
APN 208-05-432
W495248
MD

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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, as shown on Exhibit “___” attached hereto and made a part hereof. 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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GILA COUNTY BOARD OF SUPERVISORS

ARIZONA PUBLIC SERVICE (APS)

Michael A. Pastor
Chairman

Wade Hartwigsen, Section Leader

ATTEST

Marian Sheppard
Chief Deputy Clerk

APPROVED AS TO FORM

Bryan B. Chambers
Chief Deputy County Attorney

EXHIBIT “A”

(LEGAL DESCRIPTION OF GRANTOR’S PROPERTY)

That certain piece or portion of the Gila County Jail, situate in the Northeast quarter of Section 36, Township 1 North, Range 15 East of the Gila and Salt River Meridian, Gila County, Arizona, lying within Lots 21, 22, 23, 24, 25, and 26, Block 4, of HIGHLAND PARK, as shown on Map 21, Gila County Records.

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 Section 36, Township 1 North, Range 15 East of the Gila and Salt River Meridian, Gila County, Arizona, from which the Southeast corner of the Northeast quarter of Section 36, bears South 00 Degrees 29 minutes 53 seconds East, a distance of 1306.27 feet;

THENCE South 31 Degrees 00 minutes 07 seconds West, a distance of 479.89 feet to an electric pull box and the TRUE POINT OF BEGINNING, of the herein described easement;

THENCE South 86 Degrees 46 minutes 27 seconds West, a distance of 58.82 feet;

THENCE North 41 Degrees 37 minutes 15 seconds West, a distance of 95.66 feet to an APS transformer;

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.