

SE 28 8S 23W
32.703678, -114.620907
APN 665-19-055
SW-17-13
WA348708
DMS

CITY of YUMA-APS UTILITY EASEMENT

THE CITY OF YUMA, a municipal corporation of the State of Arizona, (hereinafter called "Grantor"), is the owner of the following described real property located in Yuma 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, 8 feet in width or as further described in attached exhibits 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

(NOTE: 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.)

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 (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. 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 or other structure or drill any well within the limits of the Easement Premises. However, Grantor reserves all other rights, interests and uses of the Easement Premises 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, driveways, 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 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 a 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 of construction-related 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 original condition as is reasonably possible, at the expense of Grantee.

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

If any of Grantee's electric facilities in this easement are not being used or are determined not to be useful, Grantor may request that the facilities that are no longer needed be removed and that portion of the easement be abandoned. Grantee will execute and record a formal instrument abandoning the easement, or a portion thereof. Any facilities that are determined to still be needed for Grantee's electrical system can be relocated pursuant to the above relocation requirements.

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 substantially all of Grantee's electric distribution facilities within the area of Grantor's Property) without the prior written consent of Grantor, which consent shall not be unreasonably withheld. Grantee shall notify Grantor of the transfer, conveyance or assignment of any rights granted herein.

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.

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EXHIBIT “A”

LEGAL DESCRIPTION OF GRANTOR’S PROPERTY AS RECORDED IN INSTRUMENT NUMBER 2001-15980 Y.C.R.

That portion of the Southeast quarter of Section 28, Township 8 South, Range 23 West of the Gila and Salt River Base and Meridian, Yuma County, Arizona, more particularly described as follows:

COMMENCING at the quarter corner common to Sections 28 and 33, Township 8 South, Range 23 West, Gila and Salt River Base and Meridian, in Yuma County, Arizona;

Thence N 00 degrees 01 minutes 00 seconds W (Record and Measured) along the North and South quarter Section line of said Section 28 a distance of 1349.81 feet (1349.3 feet – Record) to a point;

Thence N 89 degrees 56 minutes 28 seconds E (S 89 degrees 57 minutes E – Record) a distance of 571.17 feet (570.00 feet – Record) to a point, said point being on the north right of way line of 14th Street as described in Book 100 of Deeds, Page 228 Yuma County and the TRUE POINT OF BEGINNING, also being the Southwest property corner;

Thence N 00 degrees 07 minutes 42 seconds W (N 0 degrees 01 minutes E – Record) a distance of 599.87 feet (600.00 feet – Record) to a point, said point being on the south right of way line of 13th Street as described in Docket 344, Page 792, Yuma County Records;

Thence N 89 degrees 55 minutes 27 seconds E (S 89 degrees 56 minutes E – Record) along said south right of way line of 13th Street a distance of 653.69 feet to a point, said point is the beginning of a curve to the right with a Local Tangent Bearing of S 41 degrees 23 minutes 41 seconds E and lies on the west right of way line of 1st Avenue as described in Docket 198, Page 69, Yuma County Records;

Thence southeasterly along said curve to the right having a radius of 192.24 feet (Record and Measured) and a central angle of 41 degrees 24 minutes 41 seconds (Record and Measured) a distance of 138.94 feet (Record and Measured) to a point, said point being the point of tangency of said curve and lies on the west right of way line of 1st Avenue as described in Docket 198, Page 69, Yuma County Records;

Thence S 00 degrees 01 minutes 00 seconds W (Record and Measured) along said west right of way line of 1st Avenue a distance of 172.84 feet (Record and Measured) to a point;

Thence continue S 00 degrees 01 minutes 00 seconds W (Record and Measured) along said west right of way line of 1st Avenue a distance of 300.00 feet (Record and Measured) to a point, said point being on the north right of way line of 14th Street as described in Book 100 of Deeds, Page 228, Yuma County Records;

Thence S 89 degrees 56 minutes 28 seconds W (N 89 degrees 57 minutes W – Record) along said north right of way line of 14th Street a distance of 700.24 feet (700.5 feet – Record) to the TRUE POINT OF BEGINNING.

EXCEPTING that portion described as follows:

COMMENCING at the quarter corner common to Sections 28 and 33, Township 8 South, Range 23 West, Gila and Salt River Base and Meridian, in Yuma County, Arizona;

Thence N 00 degrees 01 minutes 00 seconds W along the North and South quarter Section line of said Section 28 a distance of 1349.81 feet (1349.3 feet – Record) to a point;

Thence N 89 degrees 56 minutes 28 seconds E (S 89 degrees 57 minutes E – Record) a distance of 571.17 feet (570.00 feet – Record) to a point, said point being on the north right of way line of 14th Street as described in Book 100 of Deeds, Page 228 Yuma County;

Thence continue N 89 degrees 56 minutes 28 seconds E (S 89 degrees 57 minutes E – Record) a distance of 499.02 feet to a point, said point being on the north right of way line of 14th Street as described in Book 100 of Deeds, Page 228 Yuma County, and the TRUE POINT OF BEGINNING;

Thence N 00 degrees 00 minutes 59 seconds W a distance of 260.17 feet to a point;

Thence N 89 degrees 35 minutes 21 seconds E a distance of 201.38 feet to a point, said point lies on the west right of way line of 1st Avenue as described in Docket 198, Page 69, Yuma County Records;

Thence S 00 degrees 01 minutes 00 seconds W (Record and Measured) along said west right of way line of 1st Avenue, a distance of 261.41 feet (Record and Measured) to a point, said point being on the north right of way line of 14th Street as described in Book 100 of Deeds, Page 228, Yuma County Records;

Thence S 89 degrees 56 minutes 28 seconds W (N 89 degrees 57 Minutes W – Record) along said north right of way line of 14th Street a distance of 201.22 feet to the TRUE POINT OF BEGINNING.

EXHIBIT “B”

LEGAL DESCRIPTION AND EXHIBIT OF EASEMENT PREMISES

A Utility Easement situate in a portion of Parcel 1, the City of Yuma Property as described in Document recorded at Fee No. 2001-15980, Yuma County Recorder’s Office, Yuma County, Arizona also being a portion of the Southeast quarter of Section 28, Township 8 South, Range 23 West of the Gila and Salt River Meridian, Yuma County, Arizona, more particularly described as follows:

COMMENCING at the northeasterly corner of the aforementioned Parcel 1, from which the northwesterly corner of said Parcel 1 bears as the basis of bearings South 89°55’27”West, a distance of 653.69 feet, also being the beginning of a non-tangent curve, concave southwesterly, whose radius point bears South 48°36’19” West, a distance of 192.24 feet;

Thence southeasterly along said curve to the right, through a central angle of 41°24’41”, an arc distance of 138.94 feet to a point of non-tangency;

Thence North 89°59’00” West, A distance of 20.00 feet to the POINT OF BEGINNING;

Thence South 89°43’10” West, a distance of 102.86 feet;

Thence North 00°40’19” West, a distance of 52.35 feet;

Thence South 89°19’41” West, a distance of 12.50 feet;

Thence South 00°40’19” East, a distance of 10.35 feet;

Thence South 89°19’41” West, a distance of 4.00 feet;

Thence South 00°40’19” East, a distance of 6.00 feet;

Thence North 89°19’41” East, a distance of 4.00 feet;

Thence South 00°40’19” East, a distance of 45.93 feet;

Thence North 89°43’10” East, a distance of 115.24 feet;

Thence North 00°01’00” East, a distance 10.00 feet to the POINT OF BEGINNING.

500° 40' 19"E 10.33'
 589° 19' 41"W 4.00'
 500° 40' 19"E 6.00'
 N89° 19' 41"E 4.00'
 500° 40' 19"E 45.93'
 589° 19' 41"W 12.50'
 52.35'
 N00° 40' 19"W

589° 43' 10"W 102.86'
 N89° 43' 10"E 115.24'

POINT OF BEGINNING

PROPOSED 10' R.O.W. EASEMENT

10' ADDITIONAL R.O.W.

N89° 59' 00"W 20.00'
 N00° 01' 00"E 10.00'

30' R/W

40'

1ST AVENUE



EXHIBIT "B"

JOB # WA353675 DATE: 03/09/17

SE 1/4 SEC 28 T 8 S R 23 W

SCALE: 1" = 20'

R/W: JOSH HERNANDEZ

SURVEY: BARRY

DRAWN BY: RICHARDS PG.9 OF 9