

SE-28-8S-23W
32.704428, -114.623152
665-19-082
SW-21-37
WA534710
RQ / RT

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

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.

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.

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 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, all as shown on Exhibit "B" attached hereto and made a part hereof. 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.

[THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, THE CITY OF YUMA, a municipal corporation of the State of Arizona, has caused this Utility Easement to be executed by its duly authorized representative, this ____ day of _____, 2021.

APPROVED AS TO FORM:

CITY OF YUMA, a municipal corporation

Richard Files, City Attorney

Philip Rodriguez, City Administrator

ATTEST:

Lynda L. Bushong, City Clerk

STATE OF _____ }
 } ss.
County of _____ }

This instrument was acknowledged before me this ____ day of _____, 2021

by _____

of the City of Yuma, a municipal corporation of the State of Arizona (Grantor).

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

Notary Seal

Notary Public

EXHIBIT "A"

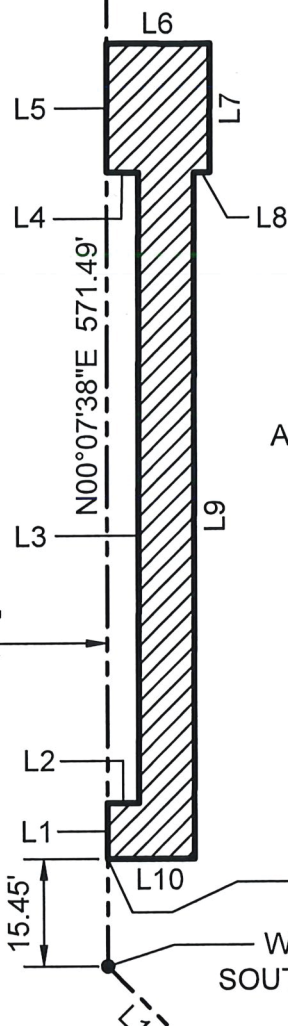
LEGAL DESCRIPTION OF GRANTOR'S PROPERTY AS RECORDED IN INSTRUMENT NUMBER 2019-08922 YUMA COUNTY RECORDER'S OFFICE, YUMA COUNTY, ARIZONA

PARCEL 2

COMMENCING AT THE CENTER QUARTER CORNER OF SECTION 28;
THENCE S89°49'59"E ALONG THE CENTER LINE OF 12TH STREET A DISTANCE OF 411.40 FEET TO A POINT;
THENCE S89°56'54"E ALONG SAID CENTER LINE A DISTANCE OF 40.00 FEET TO A POINT;
THENCE S00°07'38"W A DISTANCE OF 30.00 FEET TO THE POINT OF INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF 12TH STREET WITH THE EAST RIGHT-OF-WAY LINE OF 3RD AVENUE;
THENCE S89°56'54"E ALONG THE SOUTH RIGHT-OF-WAY LINE OF 12TH STREET A DISTANCE OF 14.00 FEET TO A POINT, SAID POINT BEING THE TRUE POINT OF BEGINNING;
THENCE CONTINUING S89°56'54"E ALONG THE SOUTH RIGHT-OF-WAY LINE OF 12TH STREET A DISTANCE OF 135.99 FEET TO A POINT;
THENCE S00°06'14"W ALONG THE WEST LINE OF BLOCK 2 OF RUBY'S YUMESA SUBDIVISION, BOOK 3 OF PLATS, PAGE 1, A DISTANCE OF 170.00 FEET TO A POINT;
THENCE S89°56'54"E A DISTANCE OF 30.02 FEET TO THE NORTHWEST CORNER OF LOT 4, BLOCK 2 OF SAID RUBY'S YUMESA SUBDIVISION;
THENCE CONTINUING S89°56'54"E ALONG THE NORTH LINE OF LOT 4 A DISTANCE OF 120.04 FEET TO THE NORTHEAST CORNER OF LOT 4, SAID POINT ALSO BEING A POINT ON THE WEST RIGHT-OF-WAY LINE OF 2ND AVENUE;
THENCE S00°04'50"W ALONG THE WEST RIGHT-OF-WAY OF 2ND AVENUE A DISTANCE OF 429.85 FEET TO A POINT;
THENCE S45°06'00"W A DISTANCE OF 21.38 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF 13TH STREET;
THENCE N89°52'51"W ALONG THE NORTH RIGHT-OF-WAY LINE OF 13TH STREET A DISTANCE OF 270.47 FEET TO A POINT;
THENCE N44°52'36"W A DISTANCE OF 18.55 FEET TO A POINT ON THE EAST RIGHT-OF-WAY OF 3RD AVENUE;
THENCE N00°07'38"E ALONG THE EAST RIGHT-OF-WAY LINE OF 3RD AVENUE A DISTANCE OF 571.49 FEET TO A POINT;
THENCE N45°05'22"E A DISTANCE OF 19.81 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF 12TH STREET, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING.

3RD AVENUE

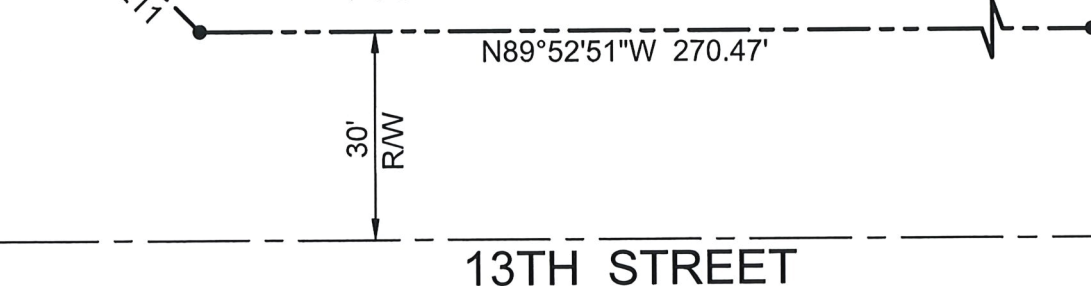
SOUTHERNMOST
NORTHWEST CORNER



EXISTING PARCEL 2
UTILITIES DEPARTMENT
ADMINISTRATION COMPLEX
LOT TIE
BOOK 30 OF PLATS,
PAGE 66 YCR
APN 665-19-082

OWNER:
CITY OF YUMA

LINE TABLE		
NO.	BEARING	LENGTH
L1	N00°07'38"E	8.00'
L2	S89°55'14"E	4.51'
L3	N00°07'38"E	90.56'
L4	N89°52'22"W	4.51'
L5	N00°07'38"E	18.48'
L6	S89°52'22"E	14.80'
L7	S00°07'38"W	18.48'
L8	N89°52'22"W	2.29'
L9	S00°07'38"W	98.55'
L10	N89°55'14"W	12.51'
L11	N44°52'36"W	18.55'



13TH STREET

LEGEND



EASEMENT AREA

PROPERTY LINE



PROPERTY CORNER

POC

POINT OF COMMENCEMENT

TPOB

TRUE POINT OF BEGINNING

YCR

YUMA COUNTY RECORDER



aps		EXHIBIT "B"	
JOB #	WA534710	DATE:	05/12/21
SE 1/4	SEC 28	T 8S	R 23W
SCALE:	N.T.S.	INDEX:	SW-21-37
R/W:	R. QUINN		
SURVEY:	BARRY		
DRAWN BY:	J. KITCHEN	SHEET	1 OF 1

May 12, 2021

LEGAL DESCRIPTION FOR
ARIZONA PUBLIC SERVICE
UTILITY EASEMENT
CITY OF YUMA, ARIZONA

That portion of Existing Parcel 2, as shown on City of Yuma Utilities Department Administration Complex Lot Tie, Book 30 of Plats, Page 66, Records of Yuma County, Arizona, situated in 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 Rebar with Cap stamped "LS 53696" marking the Westernmost Southwest Corner of said Existing Parcel 2, from which the Rebar with Cap stamped "LS 53696" marking the Southernmost Northwest Corner of said Existing Parcel 2 bears North 00°07'38" East, a distance of 571.49 feet;

Thence North 00°07'38" East, departing said Southernmost Southwest Corner, along the Westerly line of said Existing Parcel 2, a distance of 15.45 feet to the True Point of Beginning;

Thence continuing North 00°07'38" East, along said Westerly line, a distance of 8.00 feet;

Thence South 89°55'14" East, departing said Westerly line, a distance of 4.51 feet;

Thence North 00°07'38" East, a distance of 90.56 feet;

Thence North 89°52'22" West, a distance of 4.51 feet to a point on the said Westerly line;

Thence North 00°07'38" East, along said Westerly line, a distance of 18.48 feet;

Thence South 89°52'22" East, departing said Westerly line, a distance of 14.80 feet;

Thence South 00°07'38" West, a distance of 18.48 feet;

Thence North 89°52'22" West, a distance of 2.29 feet;

Thence South 00°07'38" West, a distance of 98.55 feet;

Thence North 89°55'14" West, a distance of 12.51 feet to the True Point of Beginning.

Containing 1,098 Square Feet or 0.025 Acres, more or less.

