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APN 633-44-154
SW-23-93
WA696487
RM/JGF

CITY of YUMA-APS UTILITY EASEMENT

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.

Clear areas shall be maintained 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.

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.

Grantee hereby acknowledges that there may be irrigation lines or gas, communications, cable/fiber, water, sewer and electric utility infrastructure in the Easement Premises or in the adjacent right-of-way, and Grantee agrees to exercise reasonable care to avoid damage to the Easement Premises and any irrigation lines, utility infrastructure, or any other improvements placed thereon or in the adjacent right-of-way 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 within the Easement Premises or in the adjacent right-of-way 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 at no cost to Grantor. Upon Grantor requesting the relocation of Grantee Facilities, Grantee shall, within twelve months, (1) acquire a new easement area, (2) relocate the Grantee Facilities to the new easement area, and (3) abandon its rights to use the Easement Premises granted in this easement by recording 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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CONSENT AND ACKNOWLEDGMENT

Yuma County (“County”), in signing below, acknowledges that this Easement is for the benefit of facilities owned and operated by the County. The County agrees that if Grantor requires relocation of the Grantee Facilities, the County will both (1) provide Grantee with a new easement in a form and location acceptable to Grantee, at no cost to Grantee, and (2) pay all or a portion of the cost of redesigning and relocating the Grantee Facilities (collectively, the “Relocation Costs”), based on the number of non-County owned or operated properties serviced by the Grantee Facilities. For example, if the Grantee Facilities service only properties owned or operated by the County, then the County must pay all of the Relocation Costs. If, however, the Grantee Facilities service one County-owned property and one property not owned or operated by the County, the County would only be responsible for half of the Relocation Costs.

IN WITNESS WHEREOF, Yuma County, a political subdivision of the State of Arizona, has caused this Utility Easement to be executed by its duly authorized representative, this __ day of _____, 2024.

By: _____

Ian McGaughey
Yuma County Administrator

EXHIBIT “A”

**(LEGAL DESCRIPTION OF GRANTOR’S PROPERTY)
AS RECORDED IN DOCKET 590, PAGES 340-403 Y.C.R.**

All of Block Sixteen (16) of the CITY OF YUMA, Yuma County, State of Arizona, according to White’s Survey Map 0000-1 thereof, filed April 4, 1894, in the office of the County Recorder Yuma County, Arizona

Descriptions Verified By:	Andrew McGarvie
City Engineering Department	12/6/23

EXHIBIT "B"

(LEGAL DESCRIPTION AND / OR EXHIBIT OF EASEMENT PREMISES)

