

NE¼-11-09S-22W
32.667288 -114.485938
APN 699-35-003
SW-23-44
WA706727
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.

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.

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 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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IN WITNESS WHEREOF, 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 _____, 2023.

APPROVED AS TO FORM:

CITY OF YUMA
Jay Simonton

City Attorney

By: _____
Jay Simonton, Acting City Administrator

ATTEST:

City Clerk

STATE OF _____ }
County of _____ } ss.

This instrument was acknowledged before me this __ day of _____, 2023 by
_____ of _____, on behalf of
_____.

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 2011-26964 Y.C.R.**

The South 226.00 feet of the Southwest quarter of the Northwest quarter of the Northeast quarter of Section 11 Township 9 South, Range 22 West of the Gila and Salt River Base and Meridian, Yuma County, Arizona;

EXCEPTING there from the East 130.00 feet and the West 49.00 feet and the South 30 feet.

EXHIBIT "B"
ARIZONA PUBLIC SERVICE JOB #WA706727

A Utility Easement situated within the Northeast quarter of Section 11, Township 9 South, Range 22 West of the Gila and Salt River Meridian, Yuma County, Arizona, more particularly described as follows:

BEGINNING at the Northwest corner of that City of Yuma parcel as described in Warranty Deed No. 2011-26964 YCR, and as shown on that Record of Survey, Book 11 of Surveys, Page 54, from which the Northeast corner of said parcel bears South 89 degrees 27 minutes 18 seconds East, a distance of 487.57 feet (basis of bearings);

THENCE South 89 degrees 27 minutes 18 seconds East, along the North line of said City of Yuma parcel, a distance of 241.04 feet;

THENCE departing said North line, South 00 degrees 32 minutes 42 seconds West, a distance of 20.12 feet;

THENCE North 89 degrees 27 minutes 18 seconds West, a distance of 16.00 feet;

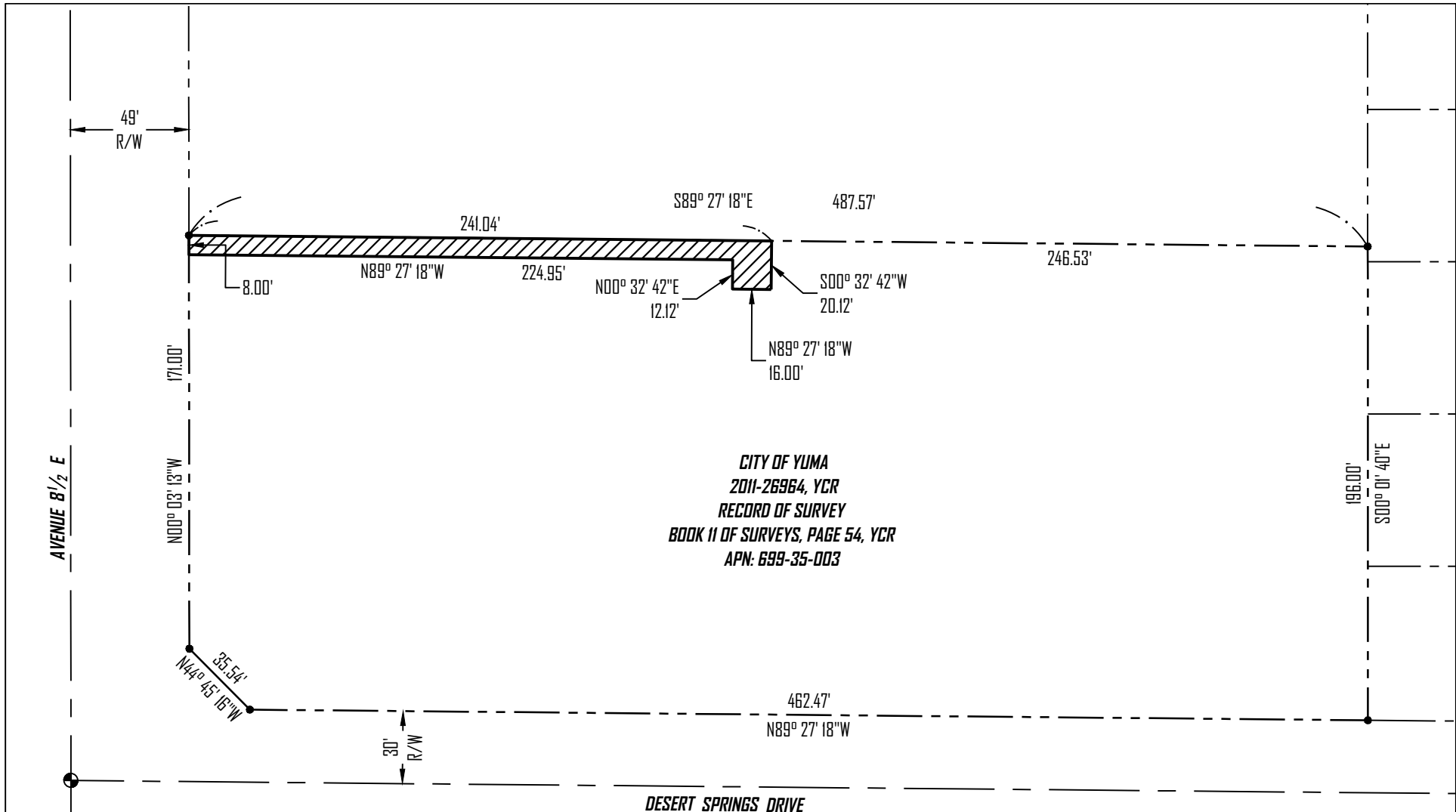
THENCE North 00 degrees 32 minutes 42 seconds East, a distance of 12.12 feet;

THENCE North 89 degrees 27 minutes 18 seconds West, a distance of 224.95 feet to a point on the West line of that aforementioned City of Yuma parcel;

THENCE North 00 degrees 03 minutes 13 seconds West, along said West line, a distance of 8.00 feet to the POINT OF BEGINNING.

Containing an area of 2121.90 square feet or 0.05 acres, more or less.





CITY OF YUMA
 2011-26964, YCR
 RECORD OF SURVEY
 BOOK 11 OF SURVEYS, PAGE 54, YCR
 APN: 699-35-003



LEGEND	
	EASEMENT AREA
	MONUMENT LINE
	PROPERTY LINE
	PROPERTY CORNER
	MONUMENT

 NORTH			EXHIBIT "B"	
	JOB#	WA706727	DATE:	05.10.2023
	NE 1/4	SEC II	T 09 S	R 22 W
	SCALE:	1"=60'	INDEX:	SW-23-44
	R/W:	R. MILLARD		
	SURVEY:	CHEE		
BY:	RICHARDS	SHEET	2 OF 2	