

NW 19 T24S R27E
31.334147, -109.645176
408-34-008A
WA725261
TJP/JRG

UTILITY EASEMENT

COCHISE COUNTY ENGINEERING & NATURAL RESOURCES (hereinafter called "Grantor"), is the owner of the following described real property located in Cochise 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 within the Easement Premises 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 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.

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 consistent 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.

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.

The easement granted herein shall not be deemed abandoned except upon Grantee's execution and recording of a formal instrument expressly abandoning the easement.

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.

IN WITNESS WHEREOF, **COCHISE COUNTY ENGINEERING & NATURAL RESOURCES**, has caused this Utility Easement to be executed by its duly authorized representative, this ____ day of _____, 2024.

COCHISE COUNTY ENGINEERING & NATURAL RESOURCES

By: _____
Printed Name

Its: _____
Title

Signature

STATE OF _____ }
County of _____ } ss.

This instrument was acknowledged before me this ____ day of _____, 2024
by _____ of **COCHISE COUNTY ENGINEERING & NATURAL RESOURCES**.

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

Notary Seal:

Notary Public Signature

EXHIBIT “A”

LEGAL DESCRIPTION OF GRANTOR’S PROPERTY AS RECORDED IN INSTRUMENT NUMBER 2022-08282, COCHISE COUNTY RECORDER’S OFFICE, COCHISE COUNTY, ARIZONA

The East one-half, being five acres more or less, of the following described property:

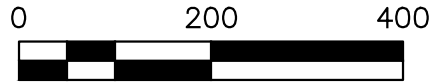
In Lot 4 in NW1/4 by M&B beginning at NW Corner of Lot 4; thence South 413.8’; thence East 1047.51’; thence North 417.89’; thence West 1047.51’ to beginning, Section 19, Township 24 South, Range 27 East of the Gila and Salt River Base and Meridian, 10AC, according to Records of Cochise County, Arizona.

APN: 408-34-008A

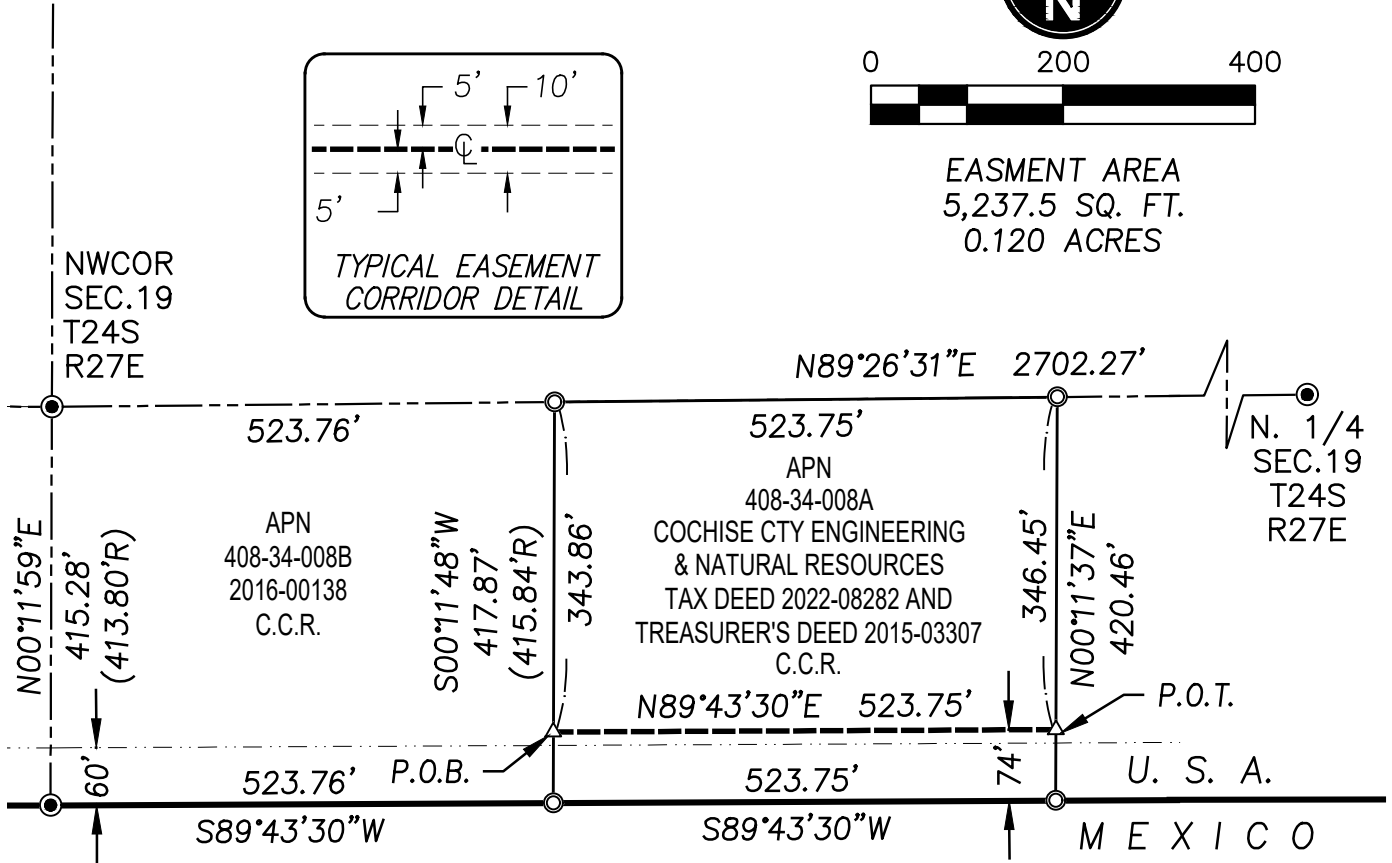
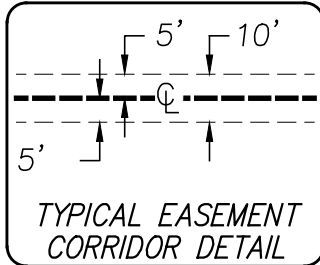
EXHIBIT "B"

ARIZONA PUBLIC SERVICE COMPANY

SKETCH SHOWING THE LOCATION AND
LIMITS OF UTILITY EASEMENT.

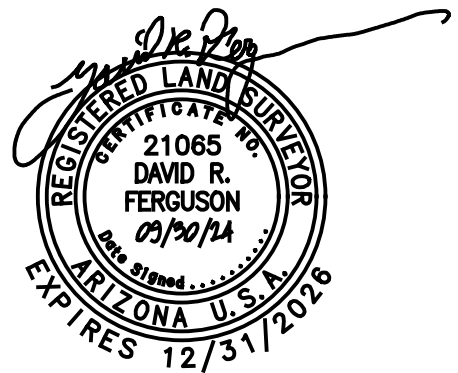


EASEMENT AREA
5,237.5 SQ. FT.
0.120 ACRES




LEGEND

- SECTION CORNER
- PARCEL CORNER
- △ EASEMENT ANGLE OR TERMINATION POINT
- SECTION LINE
- PARCEL BOUNDARY
- INTERNATIONAL BORDER
- 60' ROOSEVELT R/W PROCLAMATION 758 (1907)
- PROPOSED CENTERLINE OF 10'-WIDE EASEMENT
- APN ASSESSOR PARCEL NUMBER
- P.O.B. POINT OF BEGINNING
- P.O.T. POINT OF TERMINATION
- C.C.R. COCHISE COUNTY RECORDS.



DUE TO NON-ACCESS AND RECENT WALL CONSTRUCTION COCHISE COUNTY SURVEY CORNER POSITIONS WERE USED ALONG INTERNATIONAL BORDER



NW 1/4 SEC. 19 T 24S R 27E
SURVEY FERGUSON LAND SERVICES
DRAWN: JWS VERSION: 3
DATE: 09-30-24 JOB NO. WA725261
SCALE: 1"=200' SHEET: 1 OF 1

EASEMENT DESCRIPTION

A Ten-Foot-Wide easement for an electric line. Situated in portions of the North Half of Section 19, and the Northwest Quarter of Section 20, Township 24 South, Range 27 East, of the Gila and Salt River Meridian, Cochise County, Arizona. The centerline of said Ten-Foot-Wide easement is more particularly described as follows:

Commencing at the Corner of Sections 17, 18 ,19 & 20, Thence North 89 degrees 35 minutes 58 seconds East along the North line of Section 20, a distance of 57.00 feet to The **Point Of Beginning**;

Thence South 00 degrees 08 minutes 53 seconds East a distance of 364.07 feet more or less to a point 74 feet north of the international border with Mexico, said point is designated as **Point "A"**;

Thence South 89 degrees 43 minutes 30 seconds West, remaining 74 feet North of and parallel to the International Border with Mexico, for approximately 4354.11 feet to a point on the eastern line of the parcel described in Document 2022-08282 of Cochise County Records, This point is designated as the **Point Of Termination**.

And

Beginning at aforementioned **Point "A"**, thence North 89 degrees 43 minutes 30 seconds East a distance of 40.00 feet the **Point Of Termination**.

Containing 47,530.87 square feet or 1.091 acres, more or less

The sidelines of the easement will be adjusted as required to ensure it begins on the North line of said Section 20 and terminates at the East line of Parcel 408-34-008A as recorded in Document 2022-08282 of Cochise County Records..

Relevant Documents:

Document 2022-08282 of Cochise County Records (Parcel 408-34-008A)

Document 2015-03307 of Cochise County Records (408-34-008A Parent Parcel)

Docket 1727 Page 93 of Cochise County Records (Parcel 408-34-007A)

This easement grants rights for the installation and maintenance of an electric line within the specified parameters while honoring the boundaries and positions outlined above.

