

NW¼-32-T23S-R24E
Lat: 31°26'48.82709"N Lon: -109°35'53.59500"W
APN 407-34-035C
SE-25-117
WA891671
DJO/SER

County of Cochise - APS UTILITY EASEMENT

County of Cochise, a political subdivision of the State of Arizona, (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, 10 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 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.

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 DOCKET 25, PAGE 540-558 C.C.R.

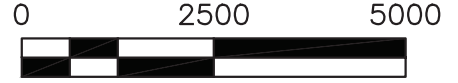
All those portions of Sections 27, 28, 32, 33 and 34 in Township 22 South, Range 27 East, and of Sections 3, 4, 5, 9 and 10 in Township 23 South, Range 27 East, Gila and Salt River Base and Meridian, Cochise County, Arizona, more particularly described as follows:

BEGINNING at the Northeast corner of the Southwest Quarter of Section 27, Township 22 South, Range 27 East, Gila and Salt River Base and Meridian, being the center of said Section 27; thence running South along the North-South quarter section line through Sections 27 and 34 in Township 22 South, Range 27 East, and through Sections 3 and 10 in Township 23 South, Range 27 East to the center of Section 10; thence running West along the East-West quarter section line to a point 1012.2 feet East of the West quarter corner of Section 10; thence running South $84^{\circ} 23'$ West 1884.1 feet to a point on the Northeasterly right-of-way line of U.S. Highway 666 and 50 feet at right angles from Engineer’s Station 353 & 74.2; thence running in a Northwesterly direction along the Northeasterly right-of-way line of U.S. Highway 666 to a point, which point is 50 feet at right angles from Engineer’s Station 484 & 97.9 in the Northeast Quarter of Section 32, Township 22 South, Range 27 East; thence running East a distance of 2391.8 feet; thence running North a distance of 1120.00 to a point; thence running East a distance of 1320.00 feet to a point, which is also the Southeast corner of the Northwest Quarter of the Northwest Quarter of Section 33, Township 22 South, Range 27 East; thence running North a distance of 3960.00 feet to a point on the East-West quarter section line of Section 28, same Township and Range; thence running East along said East-West quarter section line a distance of 1955.00 feet; thence running South $55^{\circ} 00'$ East 1220.7 feet to a point; thence running North $55^{\circ} 00'$ East 1220.7 feet to a point on the East-West quarter section line of Section 27, Township 22 South, Range 27 East; thence East 2645.5 feet to the point of beginning.

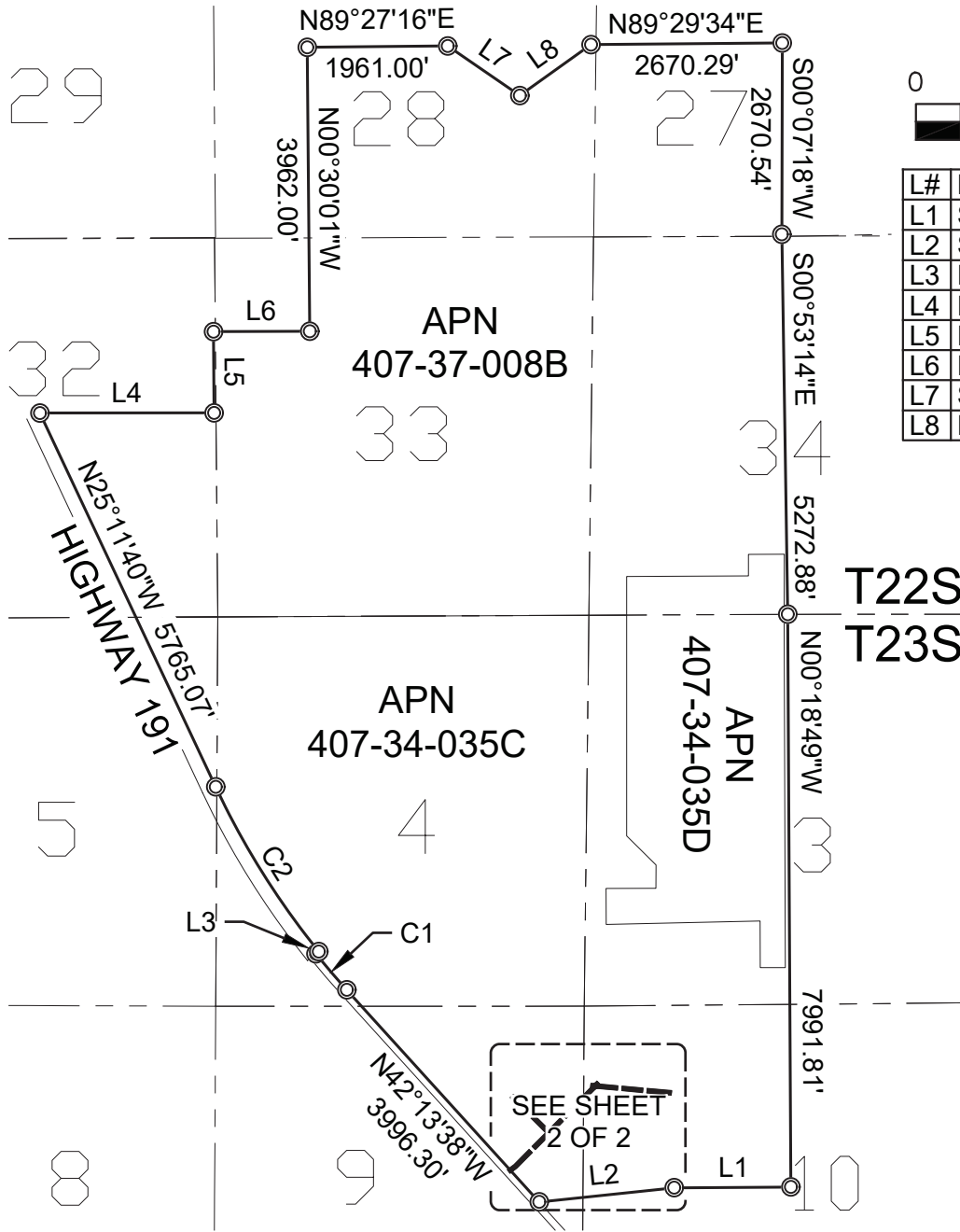
EXHIBIT "B"

ARIZONA PUBLIC SERVICE COMPANY

SKETCH SHOWING THE LOCATION AND LIMITS OF UTILITY EASEMENT.



L#	BEARING	DISTANCE
L1	S89°36'19"W	1629.76'
L2	S84°01'15"W	1893.90'
L3	N51°05'56"E	50.00'
L4	N89°57'04"E	2432.68'
L5	N00°29'31"W	1133.65'
L6	N89°47'03"E	1344.48'
L7	S55°32'52"E	1220.87'
L8	N54°27'04"E	1220.70'



COCHISE COUNTY
PARCELS PER
RECORD OF SURVEY
BOOK 4 PAGE 38
QUIT CLAIM DEED
DKT 25 PG 540-559
COCHISE COUNTY
RECORDS.

C#	LENGTH	RADIUS	DELTA	CHORD	
C1	662.50'	11412.26'	3°19'34"	N40°33'51"W	662.41'
C2	2718.15'	11362.26'	13°42'24"	N32°02'52"W	2711.68'

LEGEND

- ⊙ PARCEL CORNER
- PARCEL BOUNDARY
- ▨ PROPOSED EASEMENT AREA

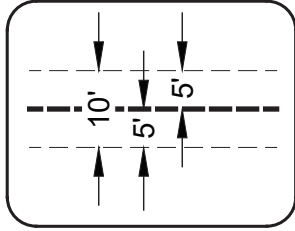
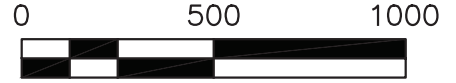


T 23S R 27E SECTIONS: 9 & 10
 SURVEY: ARIZONA PUBLIC SERVICE
 DRAWN: JWS CPR: B.GODOY
 DATE: 01-09-25 JOB NO: WA891671
 SCALE: 1"=2500' SHEET: 1 OF 2

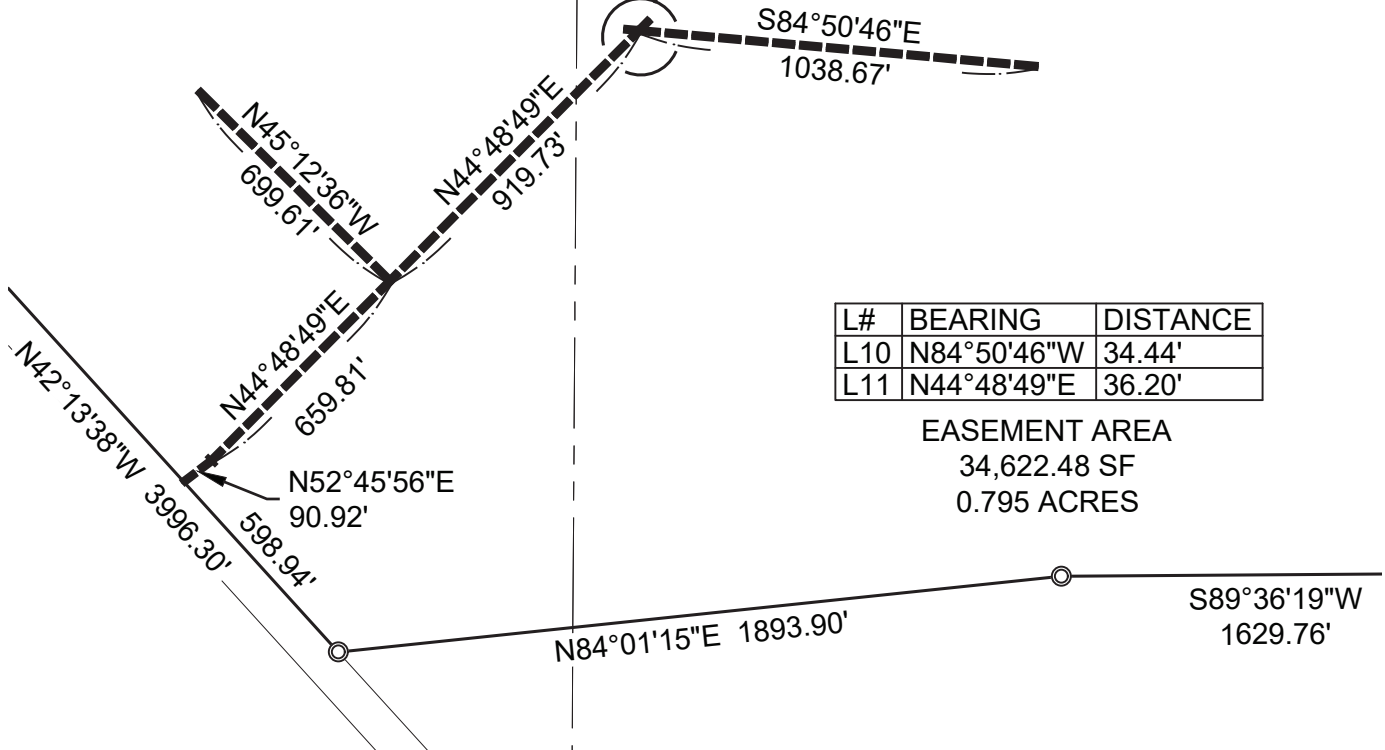
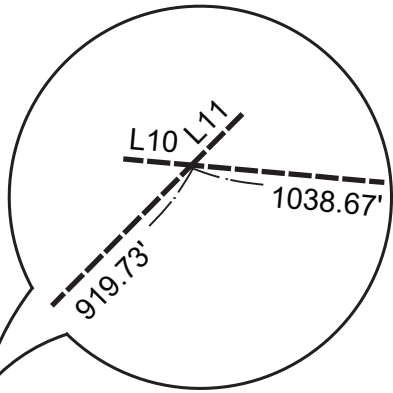
EXHIBIT "B"

ARIZONA PUBLIC SERVICE COMPANY

SKETCH SHOWING THE LOCATION AND LIMITS OF UTILITY EASEMENT.



EASEMENT
CORRIDOR
DETAIL



L#	BEARING	DISTANCE
L10	$N84^{\circ}50'46''W$	34.44'
L11	$N44^{\circ}48'49''E$	36.20'

EASEMENT AREA
34,622.48 SF
0.795 ACRES



T 23S R 27E SECTIONS: 9 & 10

SURVEY: ARIZONA PUBLIC SERVICE

DRAWN: JWS CPR: B.GODOY

DATE: 01-09-25 JOB NO: WA891671

SCALE: 1"=500' SHEET: 2 OF 2

LEGEND

- ⊙ PARCEL CORNER
- PARCEL BOUNDARY
- ▨ PROPOSED EASEMENT AREA