

NW 11 1N 2W
33.443787, -112.442969
APN 502-39-010F
CCW-23-151
WA696321
SER RLM

CITY OF GOODYEAR-APS UTILITY EASEMENT

THE CITY OF GOODYEAR, a municipal corporation of the State of Arizona, (hereinafter called "Grantor"), is the owner of the following described real property located in Maricopa 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, 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. 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 unless materials are an integral part of Grantee Facilities installed within the Easement Premises and subject to Grantee's compliance 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 material or to park or store 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, 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.

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, **THE CITY OF GOODYEAR**, an Arizona municipal corporation, has caused this Utility Easement to be executed by its duly authorized representative, this __day of __, 2023.

THE CITY OF GOODYEAR,
an Arizona municipal corporation

By: _____
Wynette Reed

Its : City Manager

STATE OF _____ }
 } ss.
County of _____ }

The foregoing instrument (Utility Easement) was acknowledged before me this ____day of _____, 2023 by Wynette Reed, as City Manager of the City of Goodyear, an Arizona municipal corporation, on behalf of said corporation.

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 2007 -1270551 M.C.R.

That part of the Northwest quarter of Section 11, Township 1 North, Range 2 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Beginning at the West quarter corner of said Section 11, monumented with a brass cap in handhole, from which the Northwest corner of said Section 11, monumented with a brass cap in handhole, bears North 00 degrees 13 minutes 52 seconds East, a distance of 2643.24 feet;

Thence North 00 degrees 13 minutes 52 seconds East, along the West line of said Northwest quarter, a distance of 613.50 feet;

Thence South 89 degrees 46 minutes 08 seconds East, departing said West line, a distance of 667.00 feet to a point on a line which is parallel with and 667.00 feet East, as measured at right angles, from the West line of the Northwest quarter of said Section 11;

Thence South 00 degrees 13 minutes 52 seconds West, along said parallel line, a distance of 614.49 feet to a point on the South line of said Northwest quarter;

Thence North 89 degrees 41 minutes 04 seconds West, departing said parallel line and along said South line, a distance of 667.00 feet to the Point of Beginning.

October 10, 2023 V2

EXHIBIT "B"
ARIZONA PUBLIC SERVICE JOB #WA696321

A Utility Easement situated within the Northwest quarter of Section 11, Township 1 North, Range 2 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the West quarter corner of said Section 11, from which the Northwest corner of said Section 11, bears North 00 degrees 13 minutes 52 seconds East, a distance of 2643.24 feet;

THENCE North 00 degrees 13 minutes 52 seconds East, along the West line of the Northwest quarter of said Section 11, a distance of 613.50 feet;

THENCE departing the West line of the Northwest quarter of said Section 11, South 89 degrees 46 minutes 08 seconds East, a distance of 667.00 feet;

THENCE South 00 degrees 13 minutes 52 seconds West, a distance of 389.72 feet to the POINT OF BEGINNING of this Utility Easement description;

THENCE continuing South 00 degrees 13 minutes 52 seconds West, a distance of 184.78 feet to the North line of a future 10' wide Public Utility Easement to be dedicated on the final plat for this parcel, per the City of Goodyear;

THENCE North 89 degrees 41 minutes 01 seconds West, along the North line of said future Public Utility Easement, a distance of 8.00 feet;

THENCE departing said future Public Utility Easement, North 00 degrees 13 minutes 52 seconds East, a distance of 175.74 feet;

THENCE North 90 degrees 00 minutes 00 seconds West, a distance of 61.36 feet;

THENCE North 00 degrees 00 minutes 00 seconds East, a distance of 18.25 feet;

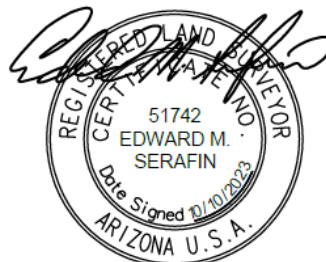
THENCE North 90 degrees 00 minutes 00 seconds East, a distance of 15.33 feet;

THENCE South 00 degrees 00 minutes 00 seconds East, a distance of 6.06 feet;

THENCE South 36 degrees 25 minutes 57 seconds East, a distance of 3.96 feet;

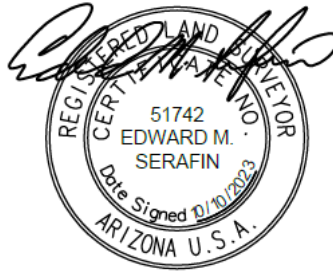
THENCE North 90 degrees 00 minutes 00 seconds East, a distance of 51.71 feet to the POINT OF BEGINNING.

Contains an area of 2176.02 square feet, more or less.



SHEET 1 OF 2

NORTHWEST CORNER
SECTION 11, T1N, R2W



55' DESIGNATED COUNTY ROAD
BOOK 15 OF ROAD MAPS, PAGE 81 MCR

S89° 46' 08"E 667.00'

CITRUS ROAD
N00° 13' 52"E 2643.24' (BASIS OF BEARING)

613.50'

LINE TABLE			LINE TABLE		
LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	N89°41'01"W	8.00'	L5	N90°00'00"E	15.33'
L2	N00°13'52"E	175.74'	L6	S00°00'00"E	6.06'
L3	N90°00'00"W	61.36'	L7	S36°25'57"E	3.96'
L4	N00°00'00"E	18.25'	L8	N90°00'00"E	51.71'

CITY OF GOODYEAR
DOC. #2007-1270551 MCR
APN 502-39-010F

FUTURE 10' PUBLIC UTILITY EASEMENT TO
BE DEDICATED ON THE FINAL PLAT FOR
THIS PARCEL, PER THE CITY OF GOODYEAR

30' ROW
DOC. #2022-0631011 MCR

N00° 18' 59"E 30.00' N89° 41' 01"W 329.96'

337.00'

N89° 41' 01"W 2644.77'
HARRISON STREET

POC
WEST 1/4 CORNER
SECTION 11, T1N, R2W

L5 L6
L4 L7
L3 L8
POB

389.72'

584.50'

S00° 13' 52"W

184.78'

CENTER OF
SECTION 11, T1N, R2W

LEGEND

	EASEMENT AREA
	MONUMENT LINE
	PROPERTY LINE
	EASEMENT LINE (AS NOTED)
	PROPERTY CORNER
	MONUMENT
MCR	MARICOPA COUNTY RECORDER
APN	ASSESSORS PARCEL NUMBER
ROW	RIGHT OF WAY
POC	POINT OF COMMENCMENT
POB	POINT OF BEGINNING

NOTE: IT IS THE INTENT TO BE COINCIDENT
WITH THE FUTURE PUBLIC UTILITY
EASEMENT WITH NO GAP OR OVERLAP



EXHIBIT "B"

JOB # WA696321 DATE: 10/10/2023 V2
NW 1/4 SEC 11 T1N R2W
SCALE: 1" = 120' INDEX: CCW-23-151
R/W: S. REVORD
SURVEY: J. WINKLER
DRAWN BY: E. SERAFIN SHEET 2 OF 2