

When recorded return to:

City of Goodyear
City Clerk / KGR
1900 N. Civic Square
Goodyear, Arizona 85395
QS-058D

EXEMPT UNDER A.R.S. § 11-1134(A)(2)

SW SEC 4 1N, 1W
33.450105,-
112.367000
500-10-718C
WE014836
CDJ/MJB

AERIAL UTILITY LINE EASEMENT

THE CITY OF GOODYEAR, an Arizona municipal corporation, (hereinafter called "Grantor"), is the owner of real property located in Maricopa County, Arizona described in Exhibit "A", attached hereto and incorporated herein (hereinafter called "Grantor's Property").

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") a non-exclusive Aerial Utility Line Easement over the real property described in Exhibit "B", attached hereto and incorporated herein, (the "Easement Premises") for the purposes described herein and subject to the terms and conditions set forth herein.

This Aerial Utility Line Easement shall be a permanent easement for use solely by Grantee for the installation, operation, maintenance, and repair of overhead high voltage electrical transmission lines owned and operated by Grantee as needed to transmit electricity by Grantee over the Easement Premises (the "Electrical Transmission Lines"). The Electrical Transmission Lines shall be installed above the Easement Premises. Grantee is expressly prohibited from permitting others to use the Easement Premises for any facilities jointly with or separately from the Grantee for their purposes.

This Aerial Utility Easement does not give Grantee any exclusive rights or priority in favor of Grantee. Grantee acknowledges that this Aerial Utility Line Easement is subordinate to the City's rights to install, construct, operate, use,

maintain, repair, and replace utilities and other improvements, including but not limited to traffic signals and associated equipment, within the Easement Premises and to issue permits to third parties to install, construct, operate, use, maintain, repair, and replace utilities or other improvements within the Easement Premises. Grantor retains such prior rights to operate and issue permits within the Easement Premises and Grantor shall not require any approvals, permits or other such permission from Grantee to exercise such prior rights. This Aerial Utility Easement granted herein is also subordinate and subject to all existing easements, rights-of-way, encumbrances, liens, covenants, conditions, use restrictions, reservations in deeds, and other matters as may appear of record as they apply to Grantor's Property, including the Easement Premises, which includes, but is not limited to those documents identified in the Owner's Policy of Title Insurance, attached hereto as Exhibit "C" and incorporated herein by this reference. If the Electrical Transmission Lines conflict with any of the rights in any of the foregoing, Grantee shall, at Grantee's sole cost and expense, relocate the Electrical Transmission Lines as needed to eliminate such conflict. Additionally, Grantor reserves the right to use and occupy the Easement Premises for any additional purposes consistent with the rights and privileges granted herein, and which do not endanger any of Grantee's Electrical Transmission Lines.

The Electrical Transmission Lines, or any appurtenances thereto, installed by Grantee shall not interfere with any traffic signal equipment on or adjacent to Grantor's Property or the operation and maintenance of the traffic signals at the intersection of Van Buren Street and 143rd Avenue. Any equipment installed pursuant to this Aerial Utility Line Easement that interferes with Grantor's operation of traffic signals at the intersection of Van Buren Street and 143rd Avenue or any traffic signal equipment on or adjacent to Grantor's Property or that interferes with the installation, operation, maintenance, repair and replacement of any facilities constructed within the Easement Premises pursuant to any public utility easement shall be removed or relocated at Grantee's expense so as not to interfere with the traffic signals or any associated equipment or with any other utilities located within the Easement Premises pursuant to a public utility easement. Grantee shall not install any equipment, poles, or appurtenances within the Easement Premises.

All Electrical Transmission Lines transmitting electricity of 69kV or less over the Easement Premises shall be located a minimum of twenty feet (20') above any traffic signal equipment owned by Grantor, measured from the tallest point of Grantor's traffic signal equipment to the lowest point of the Electrical Transmission Lines. Any Electrical Transmission Lines transmitting electricity in excess of 69kV over the Easement Premises shall be located a minimum of fifty feet (50') above any traffic signal equipment owned by Grantor, measured from the tallest point of Grantor's traffic signal equipment to the lowest point of the Electrical Transmission Lines.

In order to allow normal operation of the fire station located on 143rd Avenue, commonly referred to as Fire Station 181, Grantee acknowledges that any installation, maintenance, repair, or replacement of the Electrical Transmission Lines over the Easement Premises shall be done without street closures that prevent traffic flow on

either 143rd Avenue or Van Buren Street.

By accepting and utilizing this easement, Grantee agrees that following any installation, maintenance, repair, or other work by Grantee within the Easement Premises, any affected area will be restored by Grantee to as close to original condition as is reasonably practicable and as approved by Grantor, at the expense of Grantee; and that Grantee shall indemnify Grantor, to the fullest extent allowed by law, for any loss, cost or damage incurred by Grantor as a result of any negligent installation, operation, maintenance, repair or other work performed by Grantee within the Easement Premises.

The Aerial Utility Line Easement granted herein shall not be deemed abandoned except upon Grantee's execution and recording of a formal instrument abandoning the Aerial Utility Line 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.

The page numbering of this document is exclusive of the Exhibits attached hereto.

[THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, **THE CITY OF GOODYEAR, an Arizona municipal corporation** has caused this Aerial Utility Line Easement to be executed by its duly authorized representative, this ____ day of _____, 2024

**THE CITY OF GOODYEAR,
an Arizona municipal corporation**

BY: _____

Name: Wynette Reed
Its: City Manager

STATE OF ARIZONA }
 } ss.
COUNTY OF MARICOPA }

This instrument was acknowledged before me this ____ day of _____, 2024 by Wynette Reed, the City Manager for **THE CITY OF GOODYEAR, an Arizona municipal corporation**.

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

Notary Seal:

Notary Public

Exhibits on the Following Pages

EXHIBIT 'A'

Grantor's Property Legal Description

[On the Following Pages]

EXHIBIT “A”

LEGAL DESCRIPTION OF GRANTOR’S PROPERTY
as recorded at Recording No. 2021-1016682 at Maricopa County Recorder’s Office, Maricopa,
County, Arizona.

“LOT 1, AIRPORT GATEWAY AT GOODYEAR” AS SHOWN ON THE REPLAT RECORDED IN BOOK 1618, PAGE 40, MARICOPA COUNTY RECORDS TOGETHER WITH LOT 1 OF “ADOT PARCEL NO. 500-10-800” AS SHOWN ON THE MINOR LAND DIVISION MAP RECORDED:

IN BOOK 1617, PAGE 19, MARICOPA COUNTY RECORDS, LYING IN A PART OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA.

EXHIBIT 'B'

Easement Premises Legal Description

[On the Following Pages]

December 19, 2022

LEGAL DESCRIPTION FOR
ARIZONA PUBLIC SERVICE
RIGHT-OF-WAY EASEMENT
CITY OF GOODYEAR

That part of the Southwest Quarter of Section 4, Township 1 North, Range 1 West, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the 3 inch Maricopa County Department of Transportation Brass Cap marking the South Quarter Corner of said Section 4, from which the Maricopa County Highway Department Brass Cap in Handhole marking the Southeast Corner of said Section 4 bears South 89°16'14" East (Basis of Bearing), a distance of 2,628.40 feet;

Thence North 00°39'42" East, along the East line of the Southwest Quarter of said Section 4, a distance of 88.01 feet;

Thence North 89°20'18" West, departing said East line, a distance of 24.68 feet to a point on the Westerly Right-of-Way line of 143rd Avenue, said point also being the Easternmost Southerly corner of that certain parcel of land referred to as Lot 1 and shown on Minor Land Division of Goodyear Fire Station 181, recorded in Book 1618 of Maps, Page 48, Maricopa County Records and the True Point of Beginning;

Thence South 45°41'48" West, along said Right-of-Way and parcel line, a distance of 46.64 feet to the Southernmost Easterly corner of said Lot 1, said point also lies on the Northerly Right-of-Way line of Van Buren Street, being parallel with and 55.00 feet North of the South line of the Southwest Quarter of said Section 4;

Thence North 89°16'24" West, along said parallel line, a distance of 3.00 feet to the Southwest Corner of said Lot 1;

Thence North 00°43'36" East, departing said parallel line and along the Westerly line of said Lot 1, a distance of 41.16 feet;

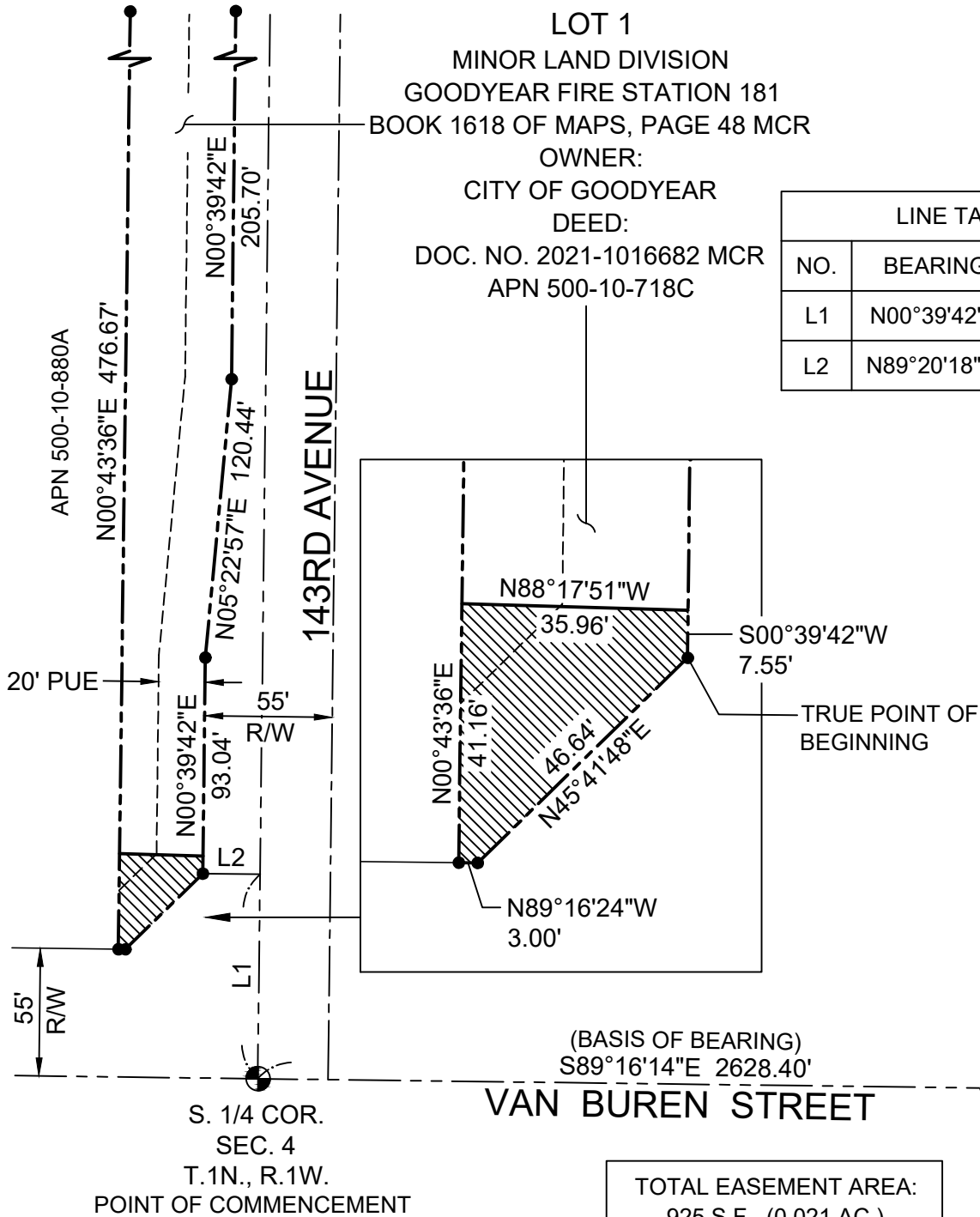
Thence South 88°17'51" East, departing said Westerly line, a distance of 35.96 feet to a point on the Easterly line of said Lot 1, being parallel with and 55.00 feet West of the East line of the Southwest Quarter of said Section 4;

Thence South 00°39'42" West, along said parallel line, a distance of 7.55 feet to the True Point of Beginning.

Containing 925 Square Feet or 0.021 Acres, more or less.



-ALL BEARINGS ARE NAD 1983, STATE PLANE GRID,
ARIZONA CENTRAL ZONE (0202)
- ALL DISTANCES ARE GROUND DISTANCES



LEGEND

- EASEMENT AREA
- PROPERTY LINE
- SECTION LINE
- CENTERLINE
- PROPERTY CORNER
- SECTION CORNER
- MCR
- MARICOPA COUNTY RECORDER



	EXHIBIT "B"
JOB # WE014836	DATE: 12/19/22
SW1/4 SEC 4	T 1N R 1W
SCALE: N.T.S.	INDEX:
R/W: D. SCHLIEF	
SURVEY: RINDA-HUTTON	
DRAWN BY: J. KITCHEN	SHEET 1 OF 1

EXHIBIT 'C'

Owner's Policy of Title Insurance

[On the Following Pages]

SCHEDULE A

First American Title Insurance Company

Name and Address of the issuing Title Insurance Company:
First American Title Insurance Company
2425 E. Camelback Road, Suite 300
Phoenix, AZ 85016

File No.: **NCS-889732-PHX1**

Policy No.: **889732**

Amount of Insurance: \$108,500.00

Date of Policy: May 22, 2019 to and include Recording No. 20190376539

1. Name of Insured:
City of Goodyear, Arizona, an Arizona municipal corporation
2. The estate or interest in the Land that is insured by this policy is:
Fee Simple
3. Title is vested in:
City of Goodyear, Arizona, an Arizona municipal corporation
4. The Land referred to in this policy is described as follows:
See Exhibit "A" attached hereto and made a part hereof.

SCHEDULE B

File No. **NCS-889732-PHX1**

Policy No. **889732**

EXCEPTIONS FROM COVERAGE

This Policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

Part One:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien, or right to a lien for services, labor or material not shown by the public records.

Part Two:

1. Taxes for the full year of 2019.
(The first half is due October 1, 2019 and is delinquent November 1, 2019. The second half is due March 1, 2020 and is delinquent May 1, 2020 .)
2. Any charge upon said land by reason of its inclusion in McMicken Irrigation District. (All assessments due and payable are paid.)
3. Any charge upon said land by reason of its inclusion in Roosevelt Irrigation District. (All assessments due and payable are paid.)
4. Right-of-Way for canals, laterals, ditches and construction, maintenance and operation of same, as disclosed in document recorded as Book 220 of Deeds, Page 392.
5. An easement for telephone, telegraph and incidental purposes in the document recorded as Book 82 of Miscellaneous, Page 559.

6. The terms and provisions contained in the document entitled "Airport Gateway at Goodyear Development Agreement" recorded October 16, 2007 as 2007-1126015 of Official Records.

First Amendment recorded May 21, 2008 as 2008-0450211 of Official Records.
7. The terms and provisions contained in the document entitled "Declaration of Covenants and Use Restrictions" recorded October 16, 2007 as 2007-1127441 of Official Records.

Thereafter Amendment To Declarations And Use Restriction, Landscaping And Drainage Agreement recorded May 22, 2019 as 20190376538 of Official Records.
8. The terms and provisions contained in the document entitled "Agreement of Covenants and Use Restrictions" recorded October 19, 2007 as 2007-1138840 of Official Records.
9. All matters as set forth in Results of Survey, recorded as Book 954 of Surveys, Page 17.
10. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of Airport Gateway at Goodyear, as recorded in Plat Book 1011 of Maps, Page(s) 44 and Certificate of Correction recorded as 2009-0635373 of Official Records, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
11. Declaration of Covenants, Conditions and Restrictions recorded in 2008-1046387 of Official Records, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
12. The terms and provisions contained in the document entitled "Property Declaration" recorded June 07, 2010 as 2010-0483060 of Official Records.

Thereafter Amendment To Declarations And Use Restriction, Landscaping And Drainage Agreement recorded May 22, 2019 as 20190376538 of Official Records.
13. The terms and provisions contained in the document entitled "Property Declaration" recorded June 07, 2010 as 2010-0483061 of Official Records.

Thereafter Amendment To Declarations And Use Restriction, Landscaping And Drainage Agreement recorded May 22, 2019 as 20190376538 of Official Records.
14. Water rights, claims or title to water, whether or not shown by the public records.