

SE 35 5N 1W

APN 503-89-010T

CCW-21-224

WA623308

SER JGF

## **UTILITY EASEMENT**

**CITY OF PEORIA**, an Arizona municipal corporation, (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 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 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, 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 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.



# EXHIBIT "A"

## LEGAL DESCRIPTION OF GRANTOR'S PROPERTY (DOC. #2022-0264786 M.C.R.)

A parcel of land lying within a portion of the Southeast quarter of Section 35, Township 5 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the South quarter corner of said Section 35, from which point the Northeast corner of Section 2, Township 4 North, Range 1 West, bears S 89°52'46" W a distance of 2578.80 feet;

Thence S 89°52'46" W along and with the South line of said Section 35 a distance of 310.95 feet to the POINT OF BEGINNING;

Thence N00°00'00" W a distance of 282.84 feet to a point on the Southerly right-of-way line of Tract "D" as recorded in the Map of Dedication, Vistancia Phase IA in Book 647, Page 31, Maricopa County Records;

Thence continuing along and with said Southerly right-of-way line of Tract "D" for the next five (5) courses;

Thence N 57°19'13" E a distance of 305.25 feet;

Thence 817.78 feet along the arc of a curve to the right, having a radius of 1435.00 feet, through a central angle of 32°39'06", a chord bearing N 73°38'46" E and a chord distance of 806.75 feet;

Thence N 89°58'19" E a distance of 732.91 feet;

Thence S 84°17'09"E a distance of 120.00 feet;

Thence N 89°58'22" E a distance of 98.44 feet to a point on the Northerly right-of-way of Beardsley Canal as recorded in Book 584, Page 19, Maricopa County Records;

Thence continuing along and with said Northerly right-of-way line of Beardsley Canal for the next two (2) courses;

Thence 734.11 feet along the arc of a non-tangent curve to the left, having a radius of 641.28 feet, through a central angle of 65°35'22", a chord bearing S 55°51'13" W and a chord distance of 694.67 feet, from which point the radius point bears S 01°21'06" E;

Thence S 23°03'32" W a distance of 300.04 feet to a point on the said South line of Section 35;

Thence N 89°52'46" W along and with said South line a distance of 1289.36 feet to POINT OF BEGINNING.

Said description contains 19.9248 acres, more or less.

The basis of bearing for the subject parcel is S 89°52'46" W for the south line of the Southeast Quarter of Section 35, according to the survey recorded in Book 632, Page 24, Maricopa County Records.

**EXHIBIT "B"**  
ARIZONA PUBLIC SERVICE JOB #WA623308

A Utility Easement situated within the Southeast quarter of Section 35, Township 5 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the Northeast corner of Section 2, Township 4 North, Range 1 West, from which the South quarter corner bears North 89 degrees 52 minutes 46 seconds West, a distance of 2578.80 feet (basis of bearings);

THENCE North 89 degrees 52 minutes 46 seconds West, along the Southerly line of the Southeast quarter of said Section 35, a distance of 978.49 feet to the Southeast corner of that parcel of land described in Exhibit "A", attached hereto, and made a part hereof;

THENCE continuing North 89 degrees 52 minutes 46 seconds West, along the Southerly line of the Southeast quarter of said Section 35, a distance of 1032.84 feet;

THENCE departing the Southerly line of the Southeast quarter of said Section 35, North 00 degrees 06 minutes 28 seconds East, along the Easterly line of an existing utility easement described in Document 2006-0418439 records of the Maricopa County Recorder, a distance of 59.43 feet to the POINT OF BEGINNING of this Utility Easement description;

THENCE continuing North 00 degrees 06 minutes 28 seconds East, along the Easterly line of said existing utility easement, a distance of 3.23 feet;

THENCE North 44 degrees 52 minutes 46 seconds West, along the Northeasterly line of said existing utility easement, a distance of 5.80 feet;

THENCE departing the Northeasterly line of said existing utility easement, North 43 degrees 05 minutes 29 seconds East, a distance of 65.96 feet;

THENCE North 00 degrees 00 minutes 15 seconds East, a distance of 15.92 feet;

THENCE South 89 degrees 59 minutes 45 seconds East, a distance of 18.25 feet;

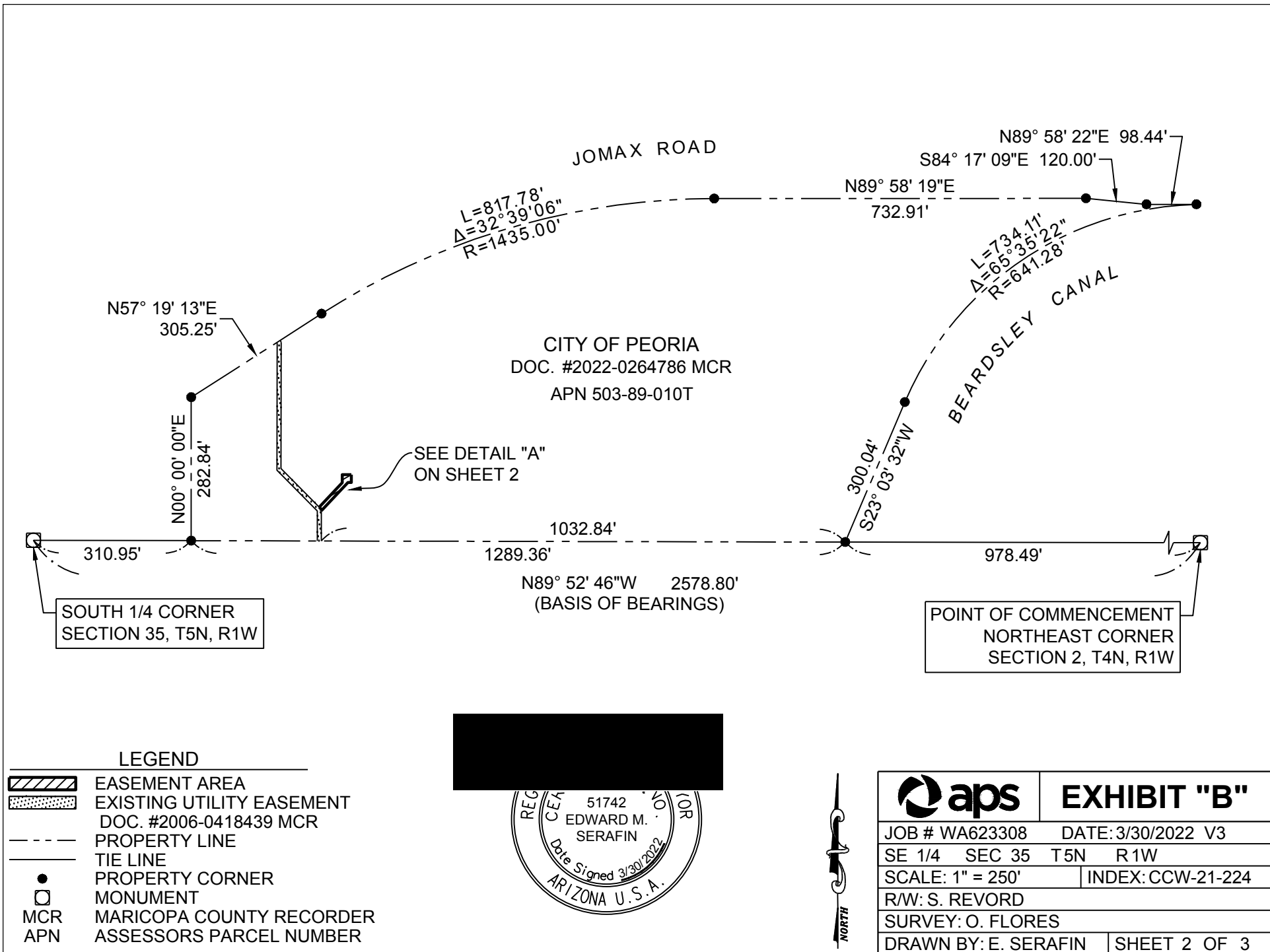
THENCE South 00 degrees 00 minutes 15 seconds West, a distance of 15.33 feet;

THENCE North 89 degrees 59 minutes 45 seconds West, a distance of 6.74 feet;

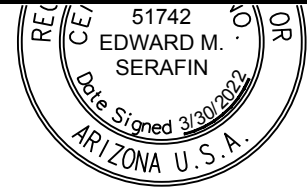
THENCE South 43 degrees 05 minutes 29 seconds West, a distance of 76.83 feet to the POINT OF BEGINNING.

Contains an area of 847.71 square feet or 0.0194 acres, more or less.



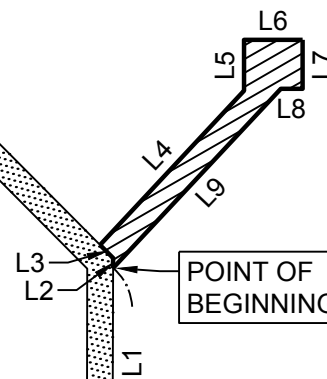


LINE TABLE		
LINE	BEARING	DISTANCE
L1	N00°06'28"E	59.43'
L2	N00°06'28"E	3.23'
L3	N44°52'46"W	5.80'
L4	N43°05'29"E	65.96'
L5	N00°00'15"E	15.92'
L6	S89°59'45"E	18.25'
L7	S00°00'15"W	15.33'
L8	N89°59'45"W	6.74'
L9	S43°05'29"W	76.83'



CITY OF PEORIA  
DOC. #2022-0264786 MCR  
APN 503-89-010T

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



## DETAIL "A"

LEGEND	
	EASEMENT AREA
	EXISTING UTILITY EASEMENT
	PROPERTY LINE
	TIE LINE
	PROPERTY CORNER
	MONUMENT
MCR	MARICOPA COUNTY RECORDER
APN	ASSESSORS PARCEL NUMBER



	<b>EXHIBIT "B"</b>
JOB # WA623308	DATE: 3/30/2022 V3
SE 1/4 SEC 35 T5N R1W	
SCALE: 1" = 60'	INDEX: CCW-21-224
R/W: S. REVORD	
SURVEY: O. FLORES	
DRAWN BY: E. SERAFIN	SHEET 3 OF 3