

NW 2 3N 1E
33.633583 -112.233957
APN 200-53-973 & 974
CCW-24-96
WA776448
SER RLM

UTILITY EASEMENT

CITY OF PEORIA, (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

**LOT 1, AND LOT 2, REPLAT OF PEORIA SPORTS COMPLEX, BOOK 1774 OF MAPS, PAGE 4,
OFFICIAL RECORDS OF THE COUNTY RECORDER, MARICOPA COUNTY, ARIZONA.
(INSTR. #2023-0635931 M.C.R.)**

EXHIBIT "B"
ARIZONA PUBLIC SERVICE JOB #WA776448

A Utility Easement situated within the Northwest quarter of Section 2, Township 3 North, Range 1 East of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the most Northerly Northeast corner of Lot 1, REPLAT OF PEORIA SPORTS COMPLEX, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, recorded in Book 1774 of Maps, Page 4, said corner is also common with the most Northerly Northwest corner of Lot 3 of said Replat;

THENCE South 44 degrees 08 minutes 27 seconds West, along the common line of said Lots 1 and 3, a distance of 7.30 feet to the Southerly line of a 5-foot-wide Public Utility Easement (PUE) and the POINT OF BEGINNING of this Utility Easement description;

THENCE continuing South 44 degrees 08 minutes 27 seconds West, along the common line of said Lots 1 and 3, a distance of 11.65 feet and the beginning of a curve to the right with a radius of 797.89 feet;

THENCE departing said common line of said Lots 1 and 3, along said curve, an arc distance of 56.97 feet, to a point on the common line of Lots 1 and 2 of said Replat, said curve has a chord bearing of South 89 degrees 46 minutes 12 seconds West, a chord distance of 56.96 feet and a delta of 4 degrees 05 minutes 27 seconds;

THENCE continuing along said curve to the right with a radius of 797.89 feet, an arc distance of 57.38 feet, said curve has a chord bearing of North 86 degrees 07 minutes 29 seconds West, a chord distance of 57.36 feet and a delta of 4 degrees 07 minutes 12 seconds;

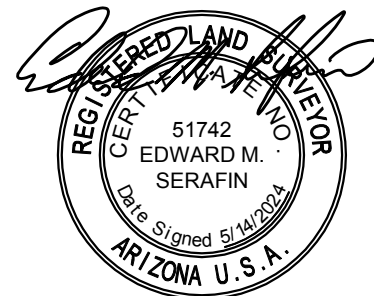
THENCE North 4 degrees 17 minutes 13 seconds East, a distance of 8.00 feet to the Southerly line of said 5-foot-wide PUE, and the beginning of a curve to the left with a radius of 789.89 feet;

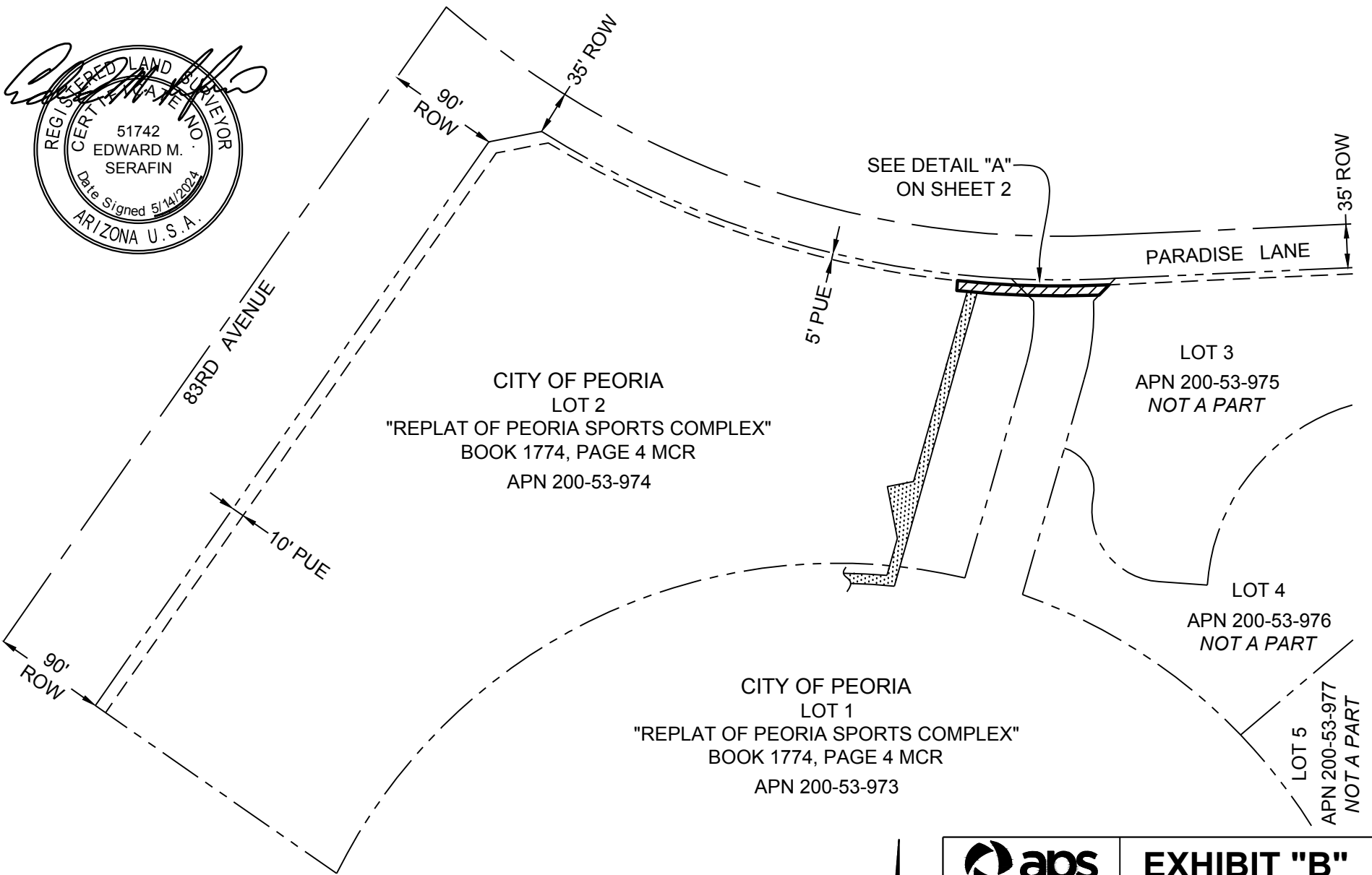
THENCE along said curve and the Southerly line of said 5-foot-wide PUE, an arc distance of 48.58 feet, said curve has a chord bearing of South 85 degrees 48 minutes 35 seconds East, a chord distance of 48.57 feet and a delta of 3 degrees 31 minutes 25 seconds to a point on the common line of Lots 1 and 2 of said Replat;

THENCE continuing along said curve to the left with a radius of 789.89 feet and the Southerly line of said 5-foot-wide PUE, an arc distance of 69.22 feet, said curve has a chord bearing of North 89 degrees 55 minutes 04 seconds East, a chord distance of 69.20 feet and a delta of 5 degrees 01 minutes 17 seconds;





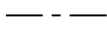
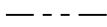
THENCE North 87 degrees 24 minutes 28 seconds East, continuing along the Southerly line of said 5-foot-wide PUE, a distance of 4.07 feet to the POINT OF BEGINNING.

Contains an area of 944.82 square feet, more or less.






LEGEND

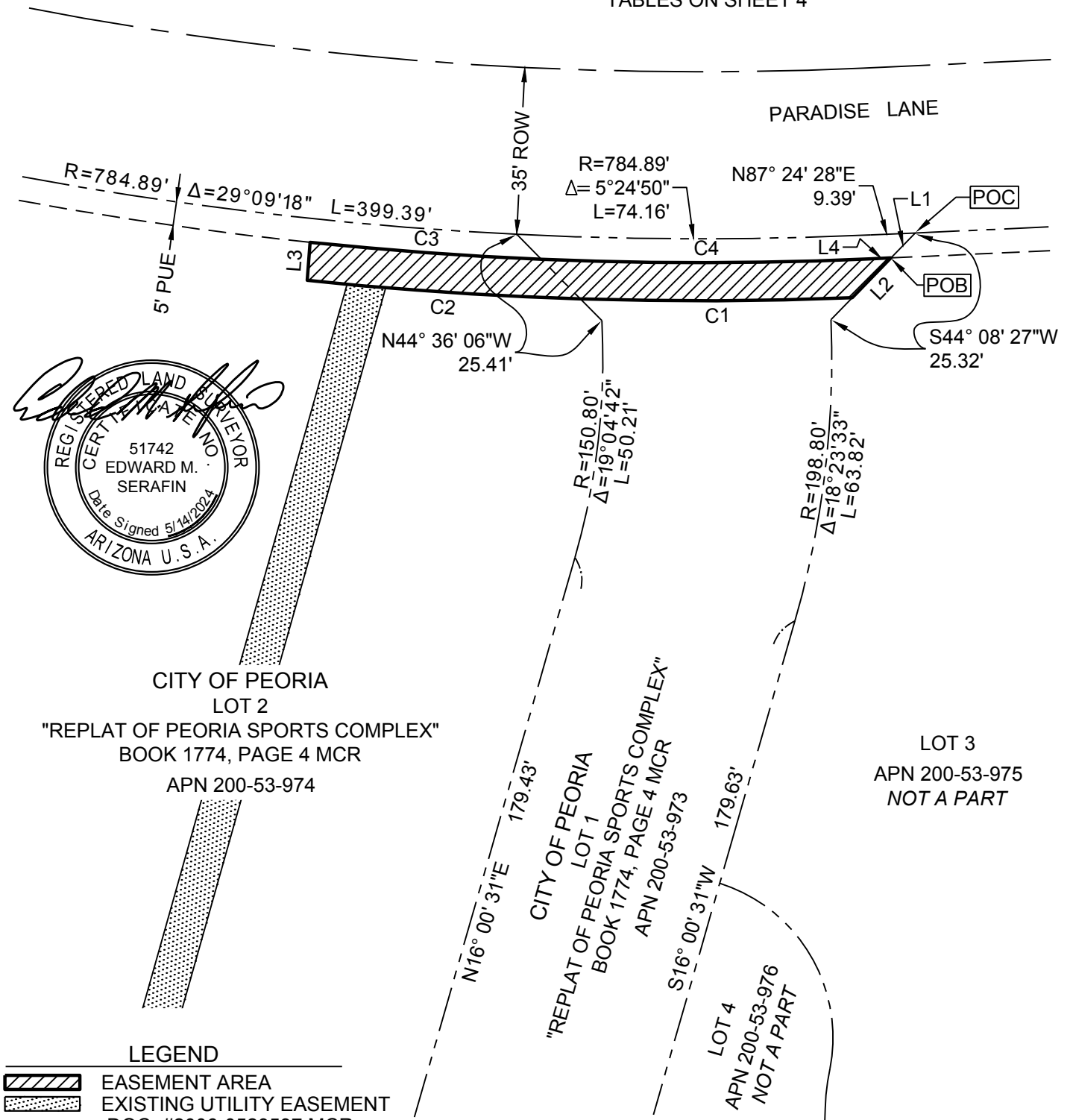
	EASEMENT AREA		PUE LINE
	EXISTING UTILITY EASEMENT	MCR	MARICOPA COUNTY RECORDER
	DOC. #2006-0523537 MCR	APN	ASSESSORS PARCEL NUMBER
	ROAD CENTERLINE	PUE	PUBLIC UTILITY EASEMENT
	PROPERTY LINE	ROW	RIGHT OF WAY



		EXHIBIT "B"	
JOB # WA776448		DATE: 5/14/2024	
NW 1/4 SEC 2 T3N R1E			
SCALE: NTS		INDEX: CCW-24-96	
R/W: S. REVORD			
SURVEY: O. FLORES			
DRAWN BY: E. SERAFIN		SHEET 2 OF 4	

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

SEE LINE & CURVE
TABLES ON SHEET 4



CITY OF PEORIA
LOT 2
"REPLAT OF PEORIA SPORTS COMPLEX"
BOOK 1774, PAGE 4 MCR
APN 200-53-974

CITY OF PEORIA
LOT 1
"REPLAT OF PEORIA SPORTS COMPLEX"
BOOK 1774, PAGE 4 MCR
APN 200-53-973

LOT 3
APN 200-53-975
NOT A PART

LOT 4
APN 200-53-976
NOT A PART

LEGEND

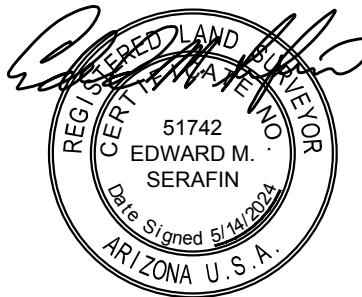
- EASEMENT AREA
- EXISTING UTILITY EASEMENT
DOC. #2006-0523537 MCR
- MONUMENT LINE
- PROPERTY LINE
- PUE LINE
- MCR MARICOPA COUNTY RECORDER
- APN ASSESSORS PARCEL NUMBER
- PUE PUBLIC UTILITY EASEMENT
- ROW RIGHT OF WAY
- POC POINT OF COMMENCEMENT
- POB POINT OF BEGINNING




		EXHIBIT "B"	
JOB # WA776448		DATE: 5/14/2024	
NW 1/4 SEC 2 T3N R1E			
SCALE: 1" = 30'		INDEX: CCW-24-96	
R/W: S. REVORD			
SURVEY: O. FLORES			
DRAWN BY: E. SERAFIN		SHEET 3 OF 4	

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S44°08'27"W	7.30'
L2	S44°08'27"W	11.65'
L3	N04°17'13"E	8.00'
L4	N87°24'28"E	4.07'

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD DISTANCE
C1	797.89'	56.97'	4°05'27"	S89°46'12"W	56.96'
C2	797.89'	57.38'	4°07'12"	N86°07'29"W	57.36'
C3	789.89'	48.58'	3°31'25"	S85°48'35"E	48.57'
C4	789.89'	69.22'	5°01'17"	N89°55'04"E	69.20'



	EXHIBIT "B"
JOB # WA776448	DATE: 5/14/2024
NW 1/4 SEC 2 T3N R1E	
SCALE: NONE	INDEX: CCW-24-96
R/W: S. REVORD	
SURVEY: O. FLORES	
DRAWN BY: E. SERAFIN	SHEET 4 OF 4