

NW 19 4N 1E
33.677781, -112.299802
200-12-001P
WE016733
PB/MJB

RIGHT-OF-WAY 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 to: construct, install, reconstruct, replace, remove, repair, operate and maintain a line or lines of poles or towers, or other supporting structures and conductors or cables suspended thereon and supported thereby, and guys, anchorage, crossarms, braces, transformers, and underground conduits, conductors, pipes, cables, vaults, and manholes, and all other equipment, fixtures, and facilities, for the transmission and distribution of electricity and for all other purposes connected therewith, and for the transmission and distribution of telephone, audio and/or visual signal and other communication or data transmission purposes to, through, across, and beyond Grantor's Property (said electrical and telecommunication lines, facilities and fixtures collectively herein called "Grantee Facilities"); including the right to install down guys/anchorage where necessary as determined by Grantee within the Easement Premises; together with the right of ingress and egress across the Grantor's Property to, from and along the Easement Premises and with the right to use lands adjacent to said Easement Premises during temporary periods of construction. Grantee is hereby authorized to permit others to use the Easement Premises for additional facilities jointly with or separately from the Grantee for their purposes.

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 or alter ground level by cut or fill within the limits of the Easement Premises without the prior written consent of Grantee.

Subject to all other provisions of this Easement, Grantor reserves the right to cultivate, graze, use and occupy the Easement Premises for any purpose consistent with the rights and privileges herein granted, and which do not interfere with or endanger any of the Grantee Facilities.

Grantee shall have the right to construct, modify and maintain access openings at such locations and of such dimensions as solely determined by Grantee in walls or fences which exist within the Easement Premises on the date this Easement is conveyed. Grantor shall, at its expense, provide Grantee openings at such locations and of such dimensions as solely determined by Grantee in future walls or fences within the Easement Premises. Grantor shall have the right to install gates across said openings and Grantor and Grantee shall have the right to use said gates, provided that any locked gates be subject to joint access by Grantor and Grantee by provision of a multiple locking device.

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.

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EXHIBIT “A”

LEGAL DESCRIPTION OF GRANTOR’S PROPERTY

That part of the Southeast quarter of the Northwest quarter of Section 19, Township 4 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

COMMENCING at flush cotton picker spindle at the center of said Section 19, from which a flush Maricopa County aluminum cap at the North quarter corner of said Section 19 bears North 00° 20’ 51” East (an assumed bearing) at a distance of 2,649.47 feet;

thence North 00° 20’ 51” East, along the north-south mid-section line of said Section 19, for a distance of 1,324.73 feet to the northeast corner of the Southeast quarter of the Northwest quarter of said Section 19;

thence South 89° 16’ 16” West, along the north line of the Southeast quarter of the Northwest quarter of said Section 19, for a distance of 291.45 feet to the northwest corner of that parcel conveyed to the City of Peoria by Special Warranty Deed recorded January 11, 2008 in Recording No. 20080030706, records of Maricopa County, Arizona, said point being the POINT OF BEGINNING;

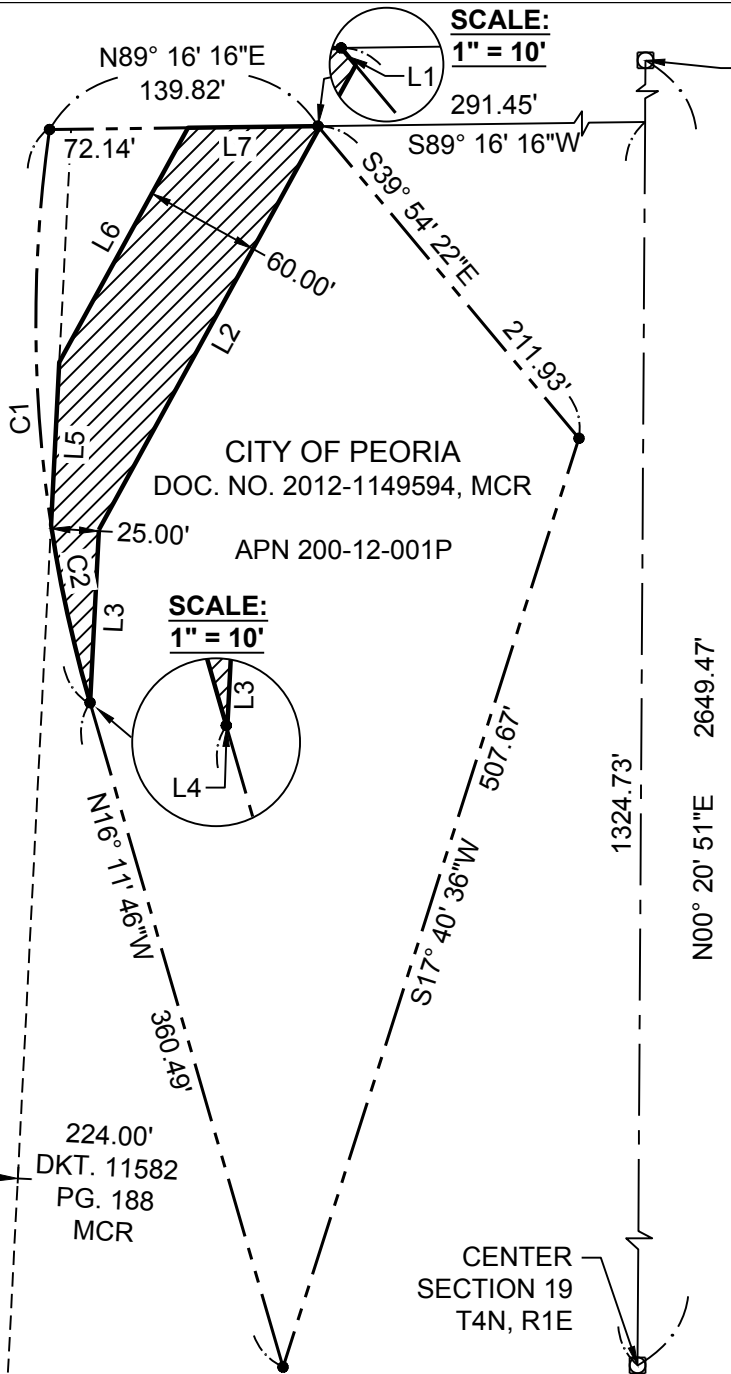
thence South 39° 54’ 22” East, along the southwesterly line of said City of Peoria parcel, for a distance of 211.93 feet to a point on the westerly line of the Arizona Public Service Company right of way;

thence South 17° 40’ 36” West, along said westerly line, for a distance of 507.67 feet;

thence North 16° 11’ 46” West for a distance of 360.49 feet to the beginning of a curve, concave to the east, the center of which bears North 73° 48’ 14” East at a distance of 710.00 feet;

thence Northerly, along the arc of said curve, through a central angle of 24° 18’ 56” for a distance of 301.32 feet to a point on the north line of the Southeast quarter of the Northwest quarter of said Section 19;

thence North 89° 16’ 16” East, along said north line, for a distance of 139.82 feet to the POINT OF BEGINNING.



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S39°54'22"E	1.17'
L2	S28°45'58"W	238.68'
L3	S02°54'36"W	90.25'
L4	N16°11'46"W	0.18'
L5	N02°54'36"E	84.82'
L6	N28°45'58"E	139.31'
L7	N89°16'16"E	67.68'

LEGEND	
	EASEMENT AREA
	MONUMENT LINE
	PROPERTY LINE
	EASEMENT LINE -AS NOTED
	TIE LINE
	PROPERTY CORNER
	MONUMENT
	REFERENCE POINT
MCR	MARICOPA COUNTY RECORDER
APN	ASSESSORS PARCEL NUMBER
R/W	RIGHT OF WAY

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD DISTANCE
C1	710.00'	301.32'	24°18'56"	N04°02'18"W	299.06'
C2	710.00'	94.67'	7°38'22"	N12°22'35"W	94.60'

TOTAL EASEMENT AREA:
+/- 13,658 SQ. FT.

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



	EXHIBIT "B"
JOB # WE016733	DATE: 9/16/2024
NW 1/4 SEC 19 T4N R1E	
SCALE: 1" = 100'	INDEX: NONE
R/W: J. GENEROSO	
SURVEY: NONE	
DRAWN BY: M. CHEE	SHEET 1 OF 1