

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

TEMPORARY CONSTRUCTION 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 access and cross 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 in an existing Right-of-Way Easement (hereinafter called "Work Area") adjacent to and west of 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") within the Work Area; utilize the Easement Premises for all other purposes connected therewith; and permit Grantee's agents and contractors access and use of the Easement Premises for Grantee's purposes.

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.

By accepting and utilizing this easement, Grantee agrees that following any installation, excavation, maintenance, repair, or other work performed by Grantee within the Work Area, any damage to the Easement Premises 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 expire upon the completion of Grantee's work within the Work Area or on the 1st day of June, 2026.

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 REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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 (using as a base the south line of the East half of the Southwest quarter of said Section 19 with a bearing of North 89° 29' East):

BEGINNING at a point on the south line of said East half of the Southwest quarter which bears South 89° 29' West, a distance of 364.96 feet from the Southeast corner thereof;

thence North 2° 51' East, a distance of 2,652.80 feet to a point on the north line of said East half of the Southwest quarter which bears South 89° 20' West, a distance of 248.93 feet from the Northeast corner thereof;

thence continuing North 2° 51' East, a distance of 100.2 feet to a point in the Southeast quarter of the Northwest quarter of said Section 19;

thence North 17° 37' East, a distance of 820.37 feet to a point on the east line of said Southeast quarter of the Northwest quarter which bears South 0° 21' West, a distance of 445.40 feet from the northeast corner thereof;

thence North 0° 21' East along the east line of said Southeast quarter of the Northwest quarter, a distance of 445.40 feet to the northeast corner of said Southeast quarter of the Northwest quarter;

thence South 89° 16' West along the north line of said Southeast quarter of the Northwest quarter, a distance of 103.3 feet;

thence South 17° 37' West, a distance of 1,243.14 feet to a point in the Southeast quarter of the Northwest quarter of said Section 19;

thence South 2° 51' West, a distance of 2,796.33 feet to a point in the South line of said East half of the Southwest quarter which bears South 89° 29' West, a distance of 595.36 feet from the Southeast corner thereof;

thence North 89° 29' East along the South half of the East half of the Southwest quarter, a distance of 230.40 feet to the POINT OF BEGINNING.

EXCEPT any portion thereof lying within the Southwest quarter of said Section 19; AND

EXCEPT that portion 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, as conveyed to the City of Peoria, an Arizona municipal corporation by Special Warranty Deed recorded December 20, 2007 in Recording No. 20071332386, records of Maricopa County, Arizona, described as follows:

COMMENCING at the center of said Section 19, from which the North quarter corner of said section bears North 0° 21' 18" East (basis of bearing), a distance of 2649.11 feet;

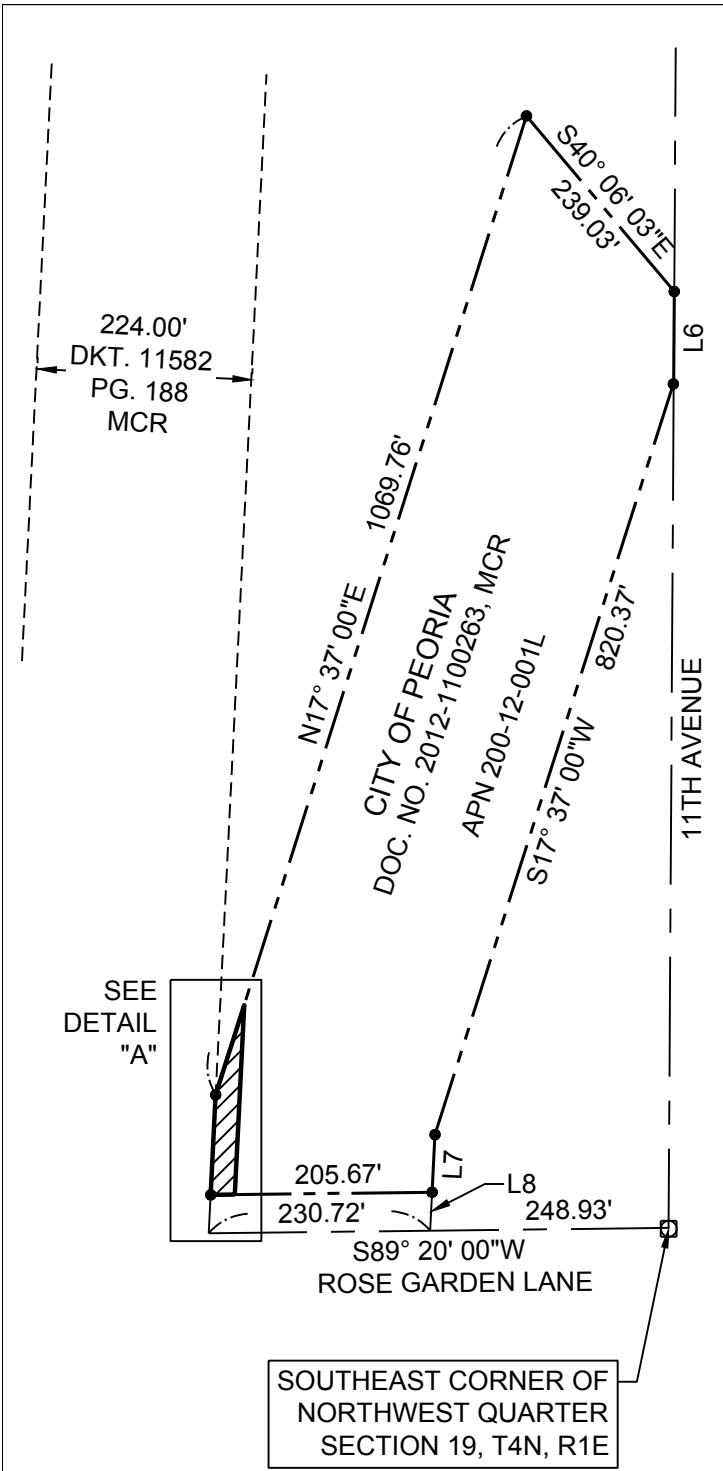
thence along the north-south mid-section line of said section, North 0° 21' 18" East, a distance of 975.09 feet to the POINT OF BEGINNING;

thence leaving said north-south mid-section line, North 40° 06' 03" West, a distance of 239.03 feet, to the westerly line of that certain parcel of land recorded in Docket 4298, pages 358 and 359, records of Maricopa County, Arizona;

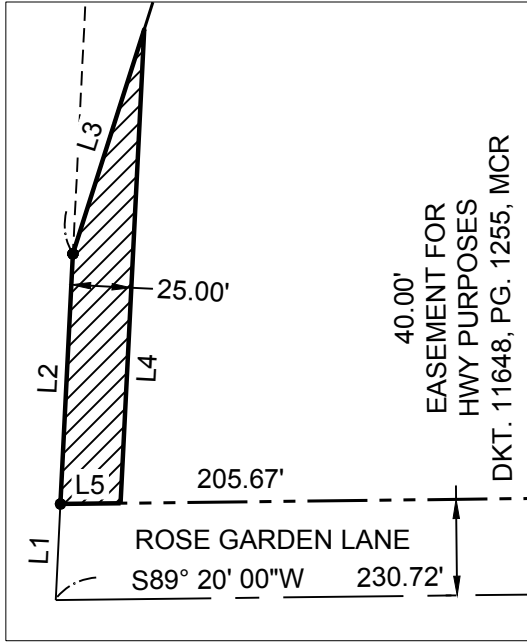
thence along said westerly line, North 17° 34' 30" East, a distance of 173.38 feet, to a point on the north line of the Southeast quarter of the Northwest quarter of said section;

thence leaving said westerly line, along said north line, North 89° 15' 51" East, a distance of 103.79 feet, to said north-south mid-section line;

thence leaving said north line, along said north-south mid-section line, South 0° 21' 18" West, a distance of 349.47 feet to the POINT OF BEGINNING.



DETAIL "A"
SCALE: 1" = 80'



TOTAL EASEMENT AREA:
+/- 3774 SQ. FT.

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

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N02°51'00"E	40.08'
L2	N02°51'00"E	104.30'
L3	N17°37'00"E	98.08'
L4	S02°51'00"W	197.61'
L5	S89°20'00"W	25.05'
L6	S00°21'00"W	95.93'
L7	S02°51'00"W	60.12'
L8	S02°51'00"W	40.08'

- 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



	EXHIBIT "B"
JOB # WE016733	DATE: 9/16/2024
NW 1/4 SEC 19 T4N R1E	
SCALE: 1" = 200'	INDEX: NONE
R/W: J. GENEROSO	
SURVEY: NONE	
DRAWN BY: M. CHEE	SHEET 1 OF 1