

RESOLUTION NO. 2025-71

RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, ARIZONA, AUTHORIZING THE GRANTING OF A PERMANENT RIGHT OF WAY EASEMENT AND TWO TEMPORARY CONSTRUCTION EASEMENTS TO ARIZONA PUBLIC SERVICE COMPANY FOR THE CONSTRUCTION AND MAINTENANCE OF ELECTRICAL INFRASTRUCTURE WEST OF 111<sup>TH</sup> AVENUE BETWEEN UNION HILLS DRIVE AND DEER VALLEY ROAD.

WHEREAS, Arizona Public Service has requested a permanent Right of Way Easement to perfect the land rights in which their current electrical infrastructure is located which crosses Tessmer Road between Rose Garden Lane and Deer Valley Road. Temporary Construction Easements have also been requested for additional workspace needed for their 69kV transmission line rebuild project from City owned parcels north of Rose Garden at Tessmer and along the western edge of the Beardsley Treatment Plant.

WHEREAS, Pursuant to Article I, Section III of the Peoria City Charter, the City Council may convey any right, title or interest in any real property in such terms as the City Council determines to be appropriate and necessary; and

WHEREAS, Pursuant to the Peoria City Charter and in accordance with the findings set forth above, the Mayor and Council of the City of Peoria consent to the granting of these Easements and authorize the City Manager to execute the documents; and

THEREFORE, BE IT RESOLVED that the Mayor and Council of the City of Peoria, Arizona authorize the granting of the attached Easements to Arizona Public Service and authorize the City Manager to execute the Easements.

Resolution No. 2025-71  
APS Easements  
June 17, 2025  
Page 2 of 2

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria,  
Arizona this 17<sup>th</sup> day of June, 2025.

\_\_\_\_\_  
Jason Beck, Mayor

\_\_\_\_\_  
Date Signed

ATTEST:

\_\_\_\_\_  
Agnes Goodwine, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Emily Jurmu, City Attorney

Attachments:

1. Right of Way Easement
2. Temporary Construction Easement x2

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;

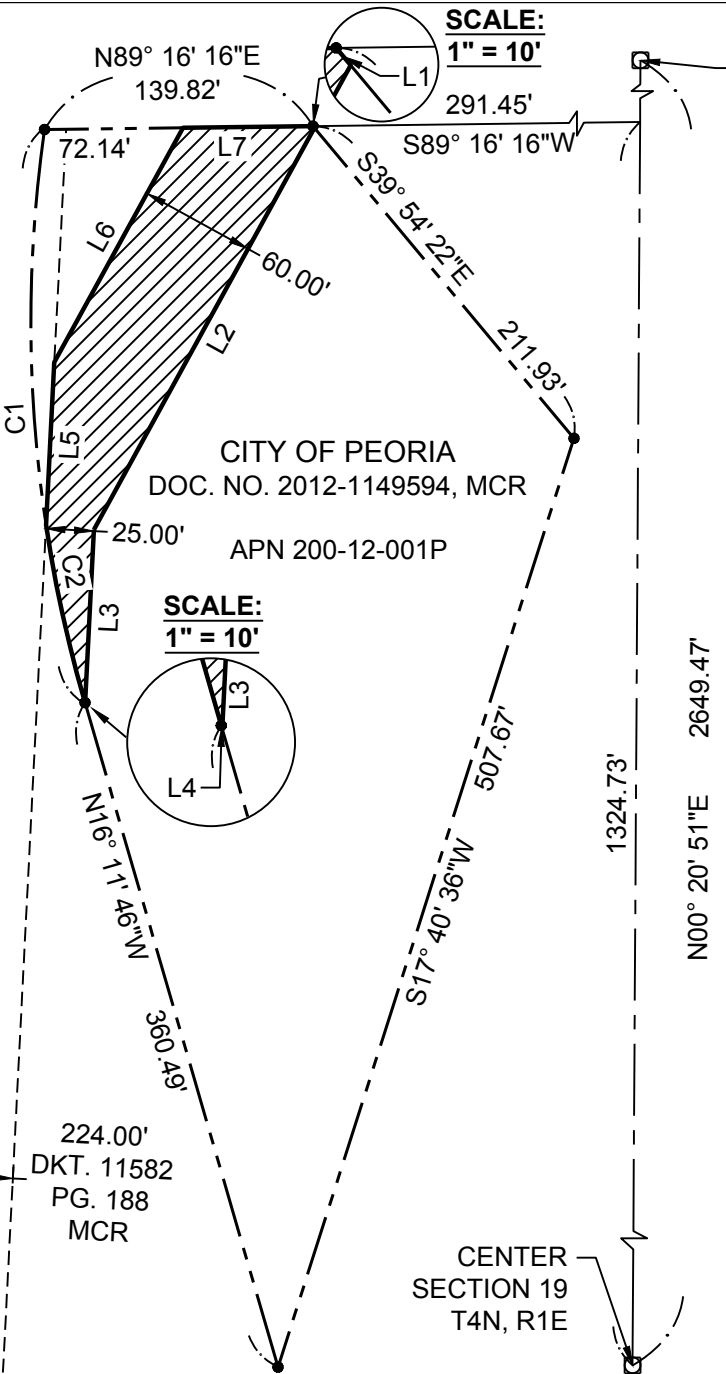
thence South 39° 54' 22" East, along the southwesterly line of said City of Peoria parcel, for a distance of 211.93 feet to a point on the westerly line of the Arizona Public Service Company right of way;

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
  - APN
  - R/W

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



	<b>EXHIBIT "B"</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

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.

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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 (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;

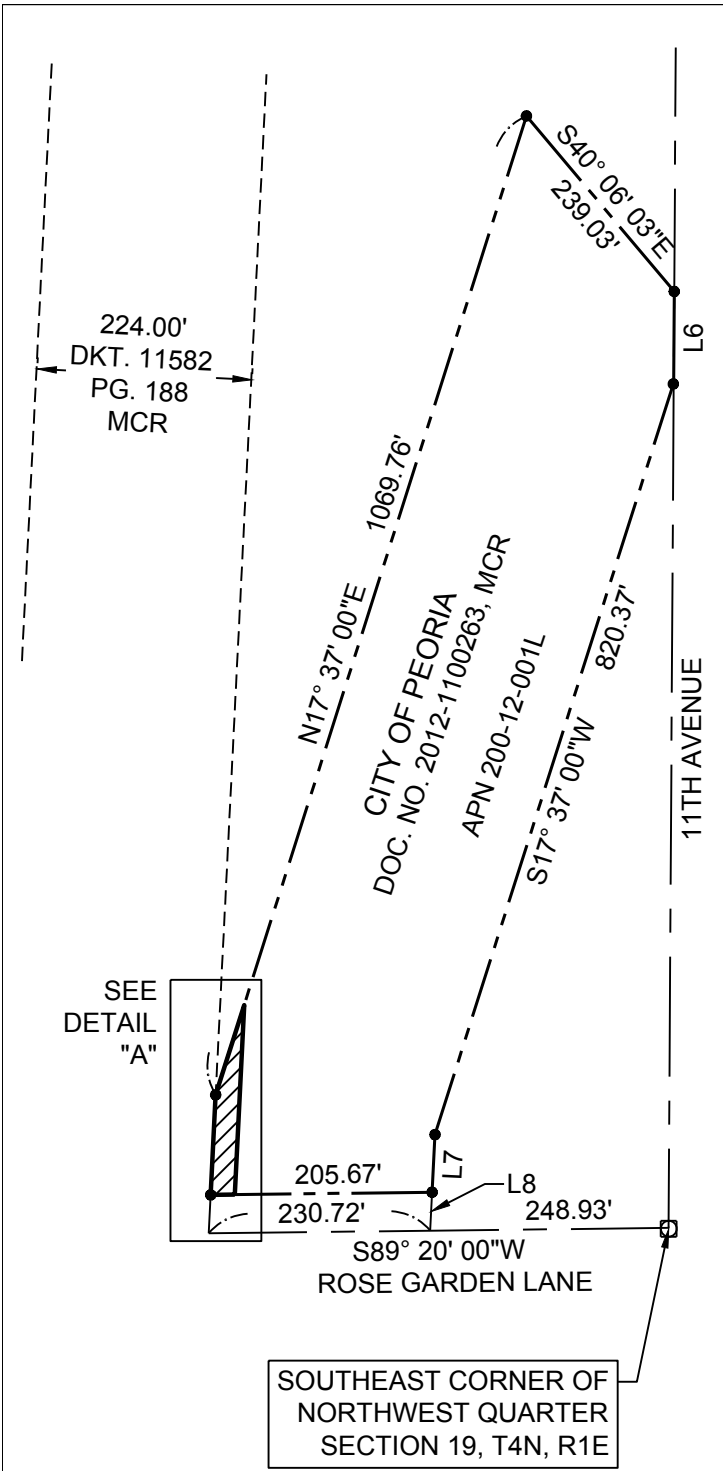
thence along the north-south mid-section line of said section, North 0° 21' 18" East, a distance of 975.09 feet to the POINT OF BEGINNING;

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;

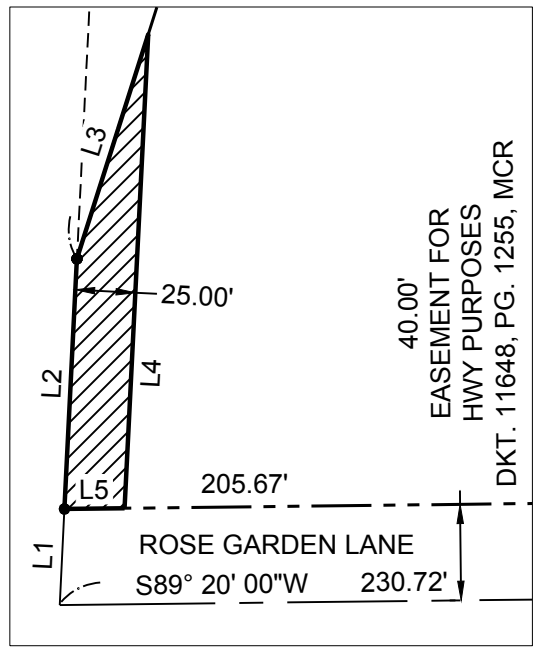
thence along said westerly line, North 17° 34' 30" East, a distance of 173.38 feet, to a point on the north line of the Southeast quarter of the Northwest quarter of said section;

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



	<b>EXHIBIT "B"</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

W2 30 4N 1E  
33.658244, -112.302844  
200-35-360; -825  
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”):

### PARCEL 1

**The North 36 Acres of the Southeast quarter of the Northwest quarter of Section 30, Township 4 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.**

(APN 200-35-360)

### PARCEL 2

**The South 4 Acres of the Southeast quarter of the Northwest quarter, and the East half of the Southwest quarter of Section 30, Township 4 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.**

(APN 200-35-825)

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 “A” 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.

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**EXHIBIT "A"**

**LEGAL DESCRIPTION OF EASEMENT PREMISES  
DEPICTED BY SURVEY DRAWING**

**REFERENCE DOCUMENTS**  
ALTA/ACSM SURVEY  
BOOK 846, PAGE 33 MCR

TOTAL EASEMENT AREA:  
+/- 84,539 SQ. FT

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N00°17'53"W	267.46'
L2	N89°53'41"W	25.00'
L3	N00°06'19"E	2060.16'
L4	N00°05'58"E	1321.29'
L5	N89°33'05"E	25.00'
L6	S00°05'58"W	1321.32'
L7	S00°06'19"W	2060.37'
L8	N00°06'19"E	33.00'

**aps** **EXHIBIT "B"**

JOB # WE016733    DATE: 2/19/2025

SW 1/4    SEC 30    T4N    R1E

NW 1/4    SEC 30    T4N    R1E

SCALE: 1" = 600'    INDEX: NONE

R/W: J. GENEROSO

SURVEY: NONE

DRAWN BY: M. CHEE

**LEGEND**

- EASEMENT AREA
- MONUMENT LINE
- PROPERTY LINE
- EASEMENT LINE - AS NOTED
- TIE LINE
- PROPERTY CORNER
- MONUMENT
- REFERENCE POINT

MCR  
APN  
R/W

MARICOPA COUNTY RECORDER  
ASSESSORS PARCEL NUMBER  
RIGHT OF WAY

