

CITY CLERK  
ORIGINAL

C-8766  
01/14/2014

SE¼ SEC 1 2N 1W  
LAT/LONG: 33.547057, -112.310979  
APN 501-99-004D  
WA148273  
MC

**UTILITY EASEMENT**

**CITY OF GLENDALE**, (hereinafter called "Grantor"), is the owner of the following described real property located in Maricopa County, Arizona (hereinafter called "Grantor's Property"):

**The Southeast quarter of Northeast quarter of Section 1, Township 2 North, Range 1 West, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.**

**And, Lot 1 of Section 1, Township 2 North, Range 1 West, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.**

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"):

Basis of Bearings for this legal description; from the Northeast Corner of Section 1, Township 2 North, Range 1 West, monumented by a Brass Cap, to the East Quarter corner of said Section 1, monumented by an Aluminum Cap, South 00 degrees 09 minutes 55 seconds West.

**BEGINNING** at the East quarter corner of section 1, Township 2N, Range 1W of the Gila and Salt River Base and Meridian; thence North 89 degrees 20 minutes 32 seconds West a distance of 1284.97 feet; to

**The True Point of Beginning;**

thence North 00 degrees 13 minutes 11 seconds West 2568.79 feet;  
thence North 89 degrees 06 minutes 00 seconds West 25.00 feet;  
thence South 00 degrees 13 minutes 11 seconds East 2568.89 feet;  
thence South 89 degrees 20 minutes 32 seconds East 25.00 feet to **The True Point of Beginning.**

The above described Easement Premises contains; 64,221.05 Square Feet or 1.474 Acres.

**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 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.

Grantee agrees that following any installation, excavation, maintenance, repair, or other work performed by Grantee within the Easement Premises, the affected area will be restored by Grantee to as close to original condition as is reasonably possible, 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 agreements 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.

IN WITNESS WHEREOF, CITY OF GLENDALE has caused this Utility Easement to be executed by its duly authorized representative, this 14 day of January, 2014.

**CITY OF GLENDALE**

By: Brenda Fischer  
Printed Name

Its: City Manager  
Title

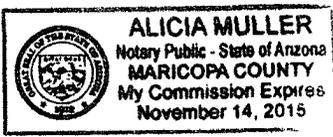
B Fischer  
Signature

STATE OF Arizona }  
County of Maricopa } ss.

This instrument was acknowledged before me this 17 day of January, 2014  
by Brenda S. Fischer, City Manager (Grantor).

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Notary Seal:



[Signature]  
Notary Public Signature

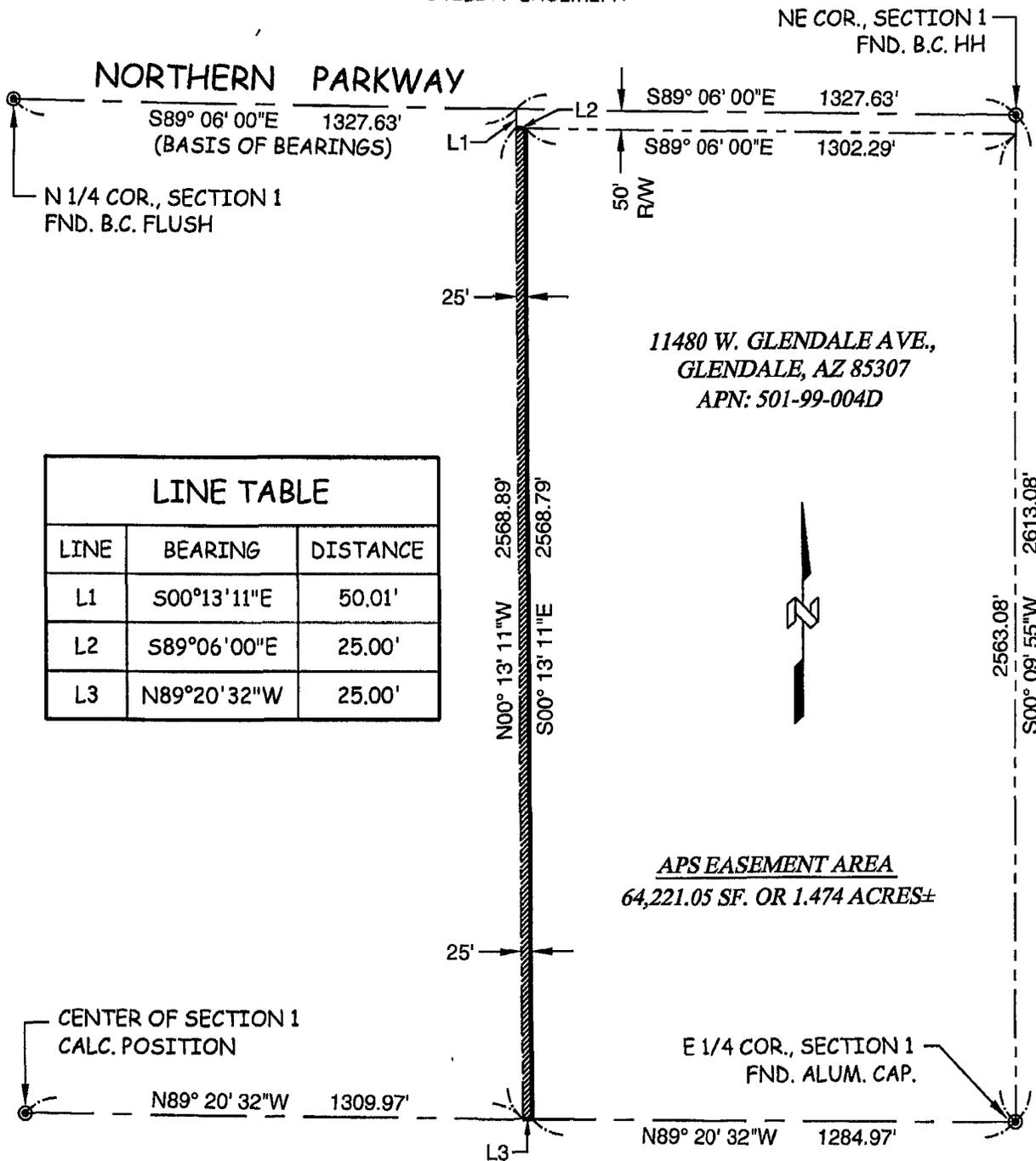
ATTEST:  
[Signature]  
City Clerk

Approved as to form

[Signature]  
City Attorney

# EXHIBIT "B"

SKETCH SHOWING LOCATION AND LIMITS OF  
UTILITY EASEMENT



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S00°13'11"E	50.01'
L2	S89°06'00"E	25.00'
L3	N89°20'32"W	25.00'

LEGEND	
EASEMENT AREA	• PROPERTY CORNER
SECTION LINE	⊙ MONUMENT
PROPERTY LINE	

JOB # WA148273	DATE: 11/06/2013
NE 1/4 SEC 1	T 2N R 1W
SCALE 1"=400'	
R/W: MICHAEL CAGLIO	
SURVEY: RINDA-JACKSON	
DRAWN BY: J. RINDA	PG. 1 OF 1