

**CITY CLERK
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C-7940
02/28/2012

WHEN RECORDED MAIL TO:

SALT RIVER PROJECT
Land Department/PAB350
P. O. Box 52025
Phoenix, Arizona 85072-2025

POWER DISTRIBUTION EASEMENT

Maricopa County
Parcel # 102-01-002Q
SE 1/4 , Sec. 9, T2N, R1E

R/W # 2078C Agt. AA
Job # KJB-3362

W Plan C _____

**CITY OF GLENDALE,
an Arizona municipal corporation,**

hereinafter called Grantor, for and in consideration of the sum of One Dollar, and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant and convey to **SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT**, an agricultural improvement district organized and existing under the laws of the State of Arizona, its agents, employees, contractors and permittees and its and their respective successors and assigns, hereinafter called the Grantee, a non-exclusive easement in, upon, over, under, across, through and along the lands hereinafter described (such lands hereinafter described being sometimes referred to herein as the "Easement Parcel") to construct, install, reconstruct, replace, remove, repair, operate and maintain underground electrical conductors, conduits, pipes, cables, vaults, pads, switching equipment, enclosures, manholes and transformers and all other appliances, appurtenances and fixtures (collectively "Facilities") for the transmission and distribution of electricity and for all other purposes connected therewith at such locations and elevations, in, upon, over, under, across, through and along the Easement Parcel as Grantee may now or hereafter deem convenient or necessary from time to time, together with the right of ingress and egress to, from, across and along the Grantor's Property.

The lands in, upon, over, under, across, through and along which this easement is granted are situated in the County of Maricopa, State of Arizona, and are more particularly described as:

Grantor's Property: (as recorded in MCR 2005-0650014)

All of that portion of the Southeast Quarter (SE4) of Section 9-T2N, R1E, of the G&SRB&M, which lies within a 230 foot strip of land running Northerly of, parallel with and adjacent to the North line of the Grand Canal right of way as conveyed to Salt River Valley Water User's Association by Quit Claim Deed and Recorded at Book 218 of Deeds, Page 156 in the office of the County Recorder of Maricopa County, Arizona.

Easement Parcel:

Said easement being a strip of land 8.00 feet in width, lying 4.00 feet on each side of the following described centerline:

COMMENCING at the found brass cap marking the Southwest corner of Section 9, Township 2 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona; thence North $86^{\circ} 29' 21''$ East along the South line of said Section 9, a distance of 2648.75 to a point at the South quarter corner of said Section 9; thence North $89^{\circ} 32' 09''$ East, a distance of 61.78 feet; thence North $00^{\circ} 10' 46''$ West, a distance of 65.53 feet to a point on the South line of the above described Grantor's Property, said point being the **POINT OF BEGINNING** of the easement herein described; thence continuing North $00^{\circ} 10' 46''$ West, a distance of 230.01 feet to a point on the North line of said Grantor's Property, said point being the **TERMINUS** of the easement herein described.

CAUTION: Facilities placed within the Easement Parcel may contain high voltage electrical equipment. Notice is hereby given that the location of underground electrical conductors or facilities must be verified as required by Arizona Revised Statutes, Section 40-360.21, et. seq., Arizona Blue Stake Law, prior to any excavation.

Grantor shall maintain a clear area that extends 3.00 feet from and around all edges of all transformer pads and other equipment pads, and a clear operational area that extends 12.00 feet immediately in front of all transformer and other equipment openings. No obstruction, trees, shrubs, fixtures or permanent structures shall be placed within said areas.

Grantor shall not construct, install or place, or permit to be constructed, installed or placed any building or other structure, plant any trees, drill any well, store materials of any kind, or alter ground level by cut or fill, within the area of the Easement Parcel.

Grantee shall have the right (but not the obligation) to trim, cut and clear away trees, brush or other vegetation on, the Easement Parcel whenever in its judgment the same shall be necessary for the convenient and safe exercise of the rights herein granted.

In the event Grantee records a document to formally abandon the easement granted herein, all Grantee's rights hereunder shall cease, except the right to remove any and all property placed upon the Easement Parcel within a reasonable time subsequent to such abandonment.

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, personal representatives, legal representatives, successors (including successors in ownership and estate), assigns and lessees of the Grantor and Grantee.

