

**CITY CLERK
ORIGINAL**

**C-8275
01/08/2013**

**SW5-2N-2E
APN #147-25-147
WA118084
SMR**

**CITY OF GLENDALE-APS
UTILITY EASEMENT**

THE CITY OF GLENDALE, a municipal corporation of the State of Arizona, (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, as described in attached exhibits 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, 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; and install, operate and maintain telecommunication wires, cables, conduits, fixtures and facilities solely for Grantee's own use incidental to supplying electricity (said electrical and telecommunication lines, facilities and fixtures collectively herein called "Grantee Facilities"). Grantee Facilities shall consist of underground electric lines and appurtenant facilities including pad mounted equipment, the locations of which are set forth in Exhibit "C." In no event may any overhead electric lines and associated overhead equipment be installed unless in an emergency to restore power. 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.

SW5-2N-2E
APN #147-25-147
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SMR

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. However, Grantor reserves all other rights, interests and uses of the Easement Premises 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, driveways, 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 without the prior written consent of Grantee, 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 shall not have the right to use the Easement Premises to store gasoline or petroleum products, hazardous or toxic substances, or flammable materials; provided however, that this prohibition shall not apply to any material, equipment or substance contained in, or a part of, the Grantee Facilities, provided that Grantee must comply with all applicable federal, state and local laws and regulations in connection therewith. Additionally, the Easement Premises may not be used for the storage of construction-related materials or to park or store construction-related vehicles or equipment except on a temporary basis to construct, reconstruct, replace, repair, operate, or maintain the Grantee Facilities.

Grantor shall maintain a clear area that extends 3 feet from and around all edges of all transformer pads and other equipment pads, and a clear operational area that extends 10 feet immediately in front of all transformer and other equipment openings, as shown on Exhibit "C" attached hereto and made a part hereof. No obstructions, trees, shrubs, fixtures, or permanent structures shall be placed or permitted by Grantor within said areas. Grantee is hereby granted the right to trim, prune, cut, and clear away trees, brush, shrubs, or other obstructions within said areas.

Grantee shall exercise reasonable care to avoid damage to the Easement Premises and all improvements thereon and agrees that following any installation, excavation, maintenance, repair, or other work by Grantee within the Easement Premises, the affected area, including without limitation, all pavement, landscaping, cement, and other improvements permitted within the Easement Premises pursuant to this easement will be restored by Grantee to as close to original condition as is reasonably possible, at the expense of Grantee.

Grantor reserves the right to require the relocation of Grantee Facilities to a new location within Grantor's Property; provided however, that: (1) Grantor pays the entire cost of redesigning and relocating Grantee Facilities; and (2) Grantor provides Grantee with a new easement in a form and location acceptable to Grantee and at no cost to Grantee. Upon the acceptance by Grantee of a new easement and after the relocation of Grantee Facilities to the new easement area, Grantee shall abandon its rights to use the Easement Premises granted in this easement. The easement granted herein shall not be deemed abandoned except upon Grantee's execution and recording of a formal instrument abandoning the easement.

SW5-2N-2E
APN #147-25-147
WA118084
SMR

If any of Grantee's electric facilities in this easement are not being used or are determined not to be useful, Grantor may request that the facilities that are no longer needed be removed and that portion of the easement be abandoned. Grantee will execute and record a formal instrument abandoning the easement, or a portion thereof. Any facilities that are determined to still be needed for Grantee's electrical system can be relocated pursuant to the above relocation requirements.

Grantee shall not have the right to transfer, convey or assign its interests in this easement to any individual, corporation, or other entity (other than to an affiliated entity of Grantee or an entity that acquires from Grantee substantially all of Grantee's electric distribution facilities within the area of Grantor's Property) without the prior written consent of Grantor, which consent shall not be unreasonably withheld. Grantee shall notify Grantor of the transfer, conveyance or assignment of any rights granted herein.

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.

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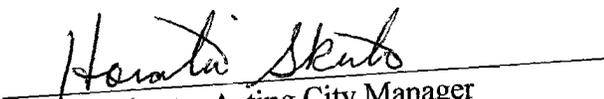
SW5-2N-2E
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IN WITNESS WHEREOF, City of Glendale, a municipal corporation of the State of Arizona, has caused this Utility Easement to be executed by its duly authorized representative, this 8 day of January 2013

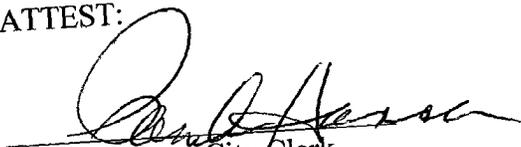
APPROVED AS TO FORM:

CITY OF GLENDALE, a municipal corporation
of the State of Arizona


Craig Tindall, City Attorney


Horatio Skeete, Acting City Manager

ATTEST:


Pamela Hanna, City Clerk

STATE OF ARIZONA }
County of MARICOPA } ss.

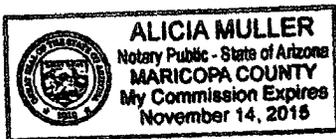
This instrument was acknowledged before me this 8 day of January, 2013 by

Horatio Skeete of Acting City Manager, on behalf of the City of Glendale.

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

My Commission Expires:

November 14, 2015




Notary Public

SW5-2N-2E
APN #147-25-147
WA118084
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EXHIBIT "A"

(LEGAL DESCRIPTION OF GRANTOR'S PROPERTY)

Lot 1, Block 28, of PARK ADDITION, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, recorded in Book 3 of Maps, Page 42.

SW5-2N-2E
APN #147-25-147
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EXHIBIT "B"

(LEGAL DESCRIPTION OF EASEMENT PREMISES)

COMMENCING at the South quarter corner of Section 5, Township 2 North, Range 2 East of the Gila and Salt River Meridian, Maricopa County, Arizona;

Thence North 89 degrees 32 minutes 24 seconds West (basis of bearing) along the South line of the Southwest quarter of said Section 5, a distance of 1161.71 feet to the point of intersection of Glendale Avenue and 57th Avenue;

Thence North 00 degrees 24 minutes 05 seconds East along the centerline of said 57th Avenue, a distance of 435.20 feet;

Thence North 89 degrees 32 minutes 11 seconds West a distance of 40.00 feet to the Northeast Corner of Lot 1, Block 28, PARK ADDITION, recorded in Book 3 of Maps, Page 42, records of Maricopa County, Arizona;

Thence continuing North 89 degrees 32 minutes 11 seconds West along the North line of said Lot 1, a distance of 98.13 feet to the TRUE POINT OF BEGINNING of the easement herein described;

Thence leaving said North line of Lot 1, South 00 degrees 24 minutes 04 seconds West a distance of 26.17 feet;

Thence North 89 degrees 32 minutes 11 seconds West a distance of 28.58 feet;

Thence North 00 degrees 24 minutes 04 seconds East a distance of 26.17 feet to a point on the North line of said Lot 1;

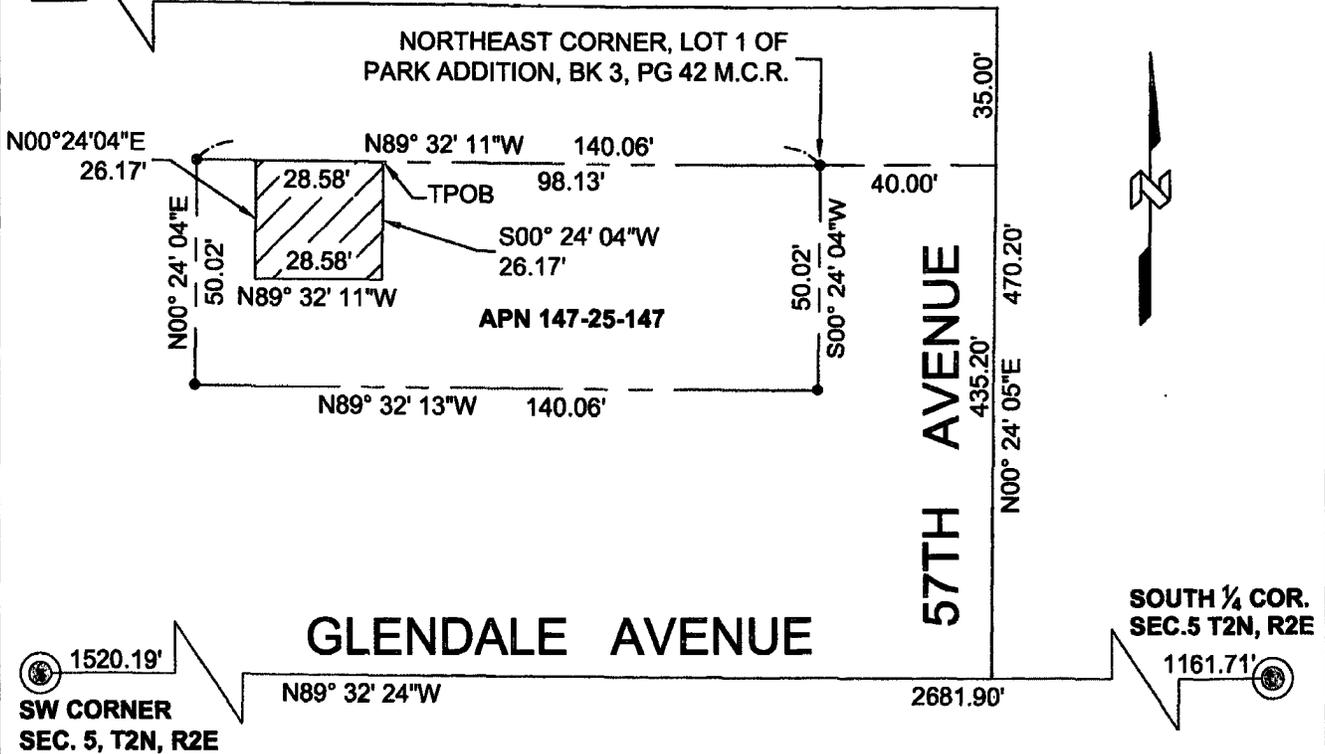
Thence South 89 degrees 32 minutes 11 seconds East along said North line of Lot 1, a distance of 28.58 feet to the TRUE POINT OF BEGINNING.

Said easement being 0.017 acres more or less.

EXHIBIT "C"

SKETCH SHOWING LOCATION AND LIMITS OF
UTILITY EASEMENT

GLENN DRIVE



**** BASIS OF BEARING BEING THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 2 NORTH, RANGE 2 EAST OF THE GILA AND SALT RIVER MERIDIAN, PER GDACS, AS RECORDED IN BOOK 689 OF MAPS, PAGE 18, RECORDS OF MARICOPA COUNTY, ARIZONA.**

THE PURPOSE OF THIS EXHIBIT IS TO DEPICT THE DIMENSIONS AND LOCATION AND ALIGNMENT OF THE ELECTRIC FACILITIES. THE LOCATION AND ALIGNMENT OF THE FACILITIES AS ACTUALLY CONSTRUCTED SHALL TAKE PRECEDENCE OVER THE LOCATION AND ALIGNMENT SHOWN ON THIS EXHIBIT.



Expires: 9/30/14

| LEGEND | |
|--------|-------------------------|
| | EASEMENT AREA |
| | ROAD CENTERLINE |
| | PROPERTY LINE |
| | SECTION LINE |
| | PROPERTY CORNER |
| | TRUE POINT OF BEGINNING |

| | |
|--------------|------------|
| W#: | WA118084 |
| DATE: | 08/15/2012 |
| SW 1/4 SEC 5 | T 2N R 2E |
| SCALE: | 1:40 |
| R/W: | RENDON |
| SURVEY: | SUTTON |
| DRAWN BY: | RENDON |

Recorded by:
City Clerk's Office
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

CITY OF GLENDALE, ARIZONA

AGREEMENT C- 8275
(City of Glendale – APS Utility Easement)

(PLEASE DO NOT REMOVE ~ THIS IS PART OF THE OFFICIAL DOCUMENT)