

**AGREEMENT TO RELOCATE  
AN OVERHEAD TRANSMISSION POWER LINE**

This AGREEMENT TO RELOCATE AN OVERHEAD TRANSMISSION POWER LINE (this "Agreement") is executed by and between Arizona Public Service Company, an Arizona corporation (hereinafter referred to as "APS"), and the City of Glendale, an Arizona municipal corporation (hereinafter referred to as "Glendale"), sometimes referred to individually as "Party" and collectively as "Parties."

**RECITALS**

- A. APS has electric transmission and distribution lines within the City of Glendale, Arizona.
- B. For landfill improvement purposes, Glendale has requested that approximately one and one-fourth miles of APS overhead 69kV electric transmission power lines and related facilities be relocated to an agreed location one-fourth of a mile west of its existing location (the "Relocation Project").
- C. 73% of the Relocation Project (the "Prior Rights Section") is currently located within an easement, east of the 115<sup>th</sup> Avenue alignment between Northern Avenue and Glendale Avenue. The Prior Rights Section is more particularly described on "Exhibit A" attached hereto.
- D. APS' Service Schedule 3, "Conditions Governing Extensions of Electric Distribution Lines and Services" (approved by the Arizona Corporation Commission), in Section 7.9, authorizes APS to require reimbursement of 69KV Transmission relocation costs when APS has prior rights.
- E. Glendale is willing to pay APS the customary charges for removing and relocating the Prior Rights Section of the Relocation Project.
- F. APS is willing to carry out the Relocation Project under the following terms and conditions.

**AGREEMENT**

NOW, THEREFORE, in consideration of the above-referenced Recitals and the covenants and agreements set forth below, the Parties agree as follows:

1. Glendale agrees that Glendale will pay APS 73% of the final actual relocation cost of the Relocation Project. Upon execution of this Agreement, Glendale will pay 73% of the estimated relocation cost of the Relocation Project. The total Relocation Project cost is currently estimated to be as follows:

**\$1,272,632.32** Equals the total estimated 69KV transmission line relocation cost, APS work order number WA148273.

**\$929,021.59** Equals 73% of the estimated total relocation cost, which is the amount the City of Glendale is responsible to pay APS.

At the end of the construction, there will be a true-up of the actual costs and payments made. All final billings will be based on actual costs at the end of construction.

2. Glendale will review, comment on, and coordinate with APS regarding finalizing the preliminary plans and specs, and will then approve and sign off on the "Final Plans and Specs."
3. Glendale will execute and return to APS an easement in APS' standard form (provided by APS) for the Overhead 69KV transmission line to be located on City property as generally depicted on "Exhibit B" attached hereto. This new easement will retain APS' prior rights for the Prior Rights Section.
4. Glendale will provide APS with at least five days advance notice of when Glendale is ready for the Relocation Project to begin so that APS can arrange for the affected property to be surveyed and marked. Glendale will contact Reece Ubben at (602) 371-7010.
5. APS will then install the new 69KV transmission electric lines and facilities in accordance with the Final Plans and Specifications.
6. APS will then (in coordination with Glendale and the affected APS customers) perform the switchover from the existing overhead 69KV transmission to the new relocated 69KV overhead transmission line.
7. APS will then remove the existing transmission power lines.
8. The Parties hereto acknowledge that this Agreement is subject to cancellation by Glendale pursuant to A.R.S. §38-511.
9. APS, on behalf of itself and any subcontractor retained to perform work under the Agreement, certifies to the extent applicable under A.R.S. §§35-391 and 35-393 *et seq.* that neither has "scrutinized" business operations, as defined in the proceeding statutes in the countries of Sudan or Iran.

IN WITNESS WHEREOF, APS and Glendale have caused this Agreement to be duly executed and delivered as of the 14 day of January, 2014.

Approved as to form:

ARIZONA PUBLIC SERVICE COMPANY

CITY OF GLENDALE

SIGNATURE: 

SIGNATURE: 

NAME: Scott G. Crademan

NAME: Brenda Fischer

TITLE: Manager Const. Projects  
2/13/14

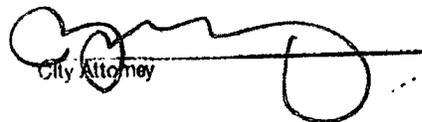
TITLE: City Manager 1/16/14

The individual executing this Agreement on behalf of Glendale represents and warrants: (i) that he or she is authorized to do so on behalf of Glendale; (ii) that he or she has full legal power and authority to bind Glendale in accordance with the terms herein, and, if necessary, has obtained all required consents or delegations of such power and authority.

ATTEST:

  
City Clerk

Approved as to form

  
City Attorney

## EXHIBIT A

Relocate approximately 5,250 feet of overhead 69KV Transmission lines, which includes two (2) special order steel self supporting poles, 12 steel tangent poles, 1-69kV KPF Switch, remove 12 steel poles, and spans of transmission wire.

# **EXHIBIT “A”**

## **APS Prior Rights Documentation**

SE-1-2N-1W  
M.A. 22-1043  
WRC  
DKT 8663 FILE 2211 84696 24R

RIGHT OF WAY EASEMENT

FRANCIS M. COCKE, ALISON COCKE JONES, and MARY COCKE GABRIEL  
of the County of Maricopa, State of Arizona, herein called the Grantor, for and in consideration of the sum of Ten Dollars and other good and valuable considerations paid by ARIZONA PUBLIC SERVICE COMPANY, an Arizona corporation, herein called the Grantee, the receipt of which is hereby acknowledged, do hereby grant and convey unto the Grantee, its successors and assigns, a right of way easement 20 feet in width, in, upon, over and across the lands hereinafter described, to erect, construct, reconstruct, replace, repair, maintain and use a line or lines of poles or steel towers and wires or cables suspended thereon and supported thereby, and underground conduits, cables, vaults and manholes, for the transmission and distribution of electricity, and for all other purposes connected therewith, and for telephone, signal and communication purposes, including guys, anchorages, crossarms, braces and all other appliances and fixtures for use in connection therewith, and also for pipelines for any and all purposes, together with their necessary fixtures and appurtenances, at such locations and elevations, upon, along, over and under the hereinafter described right of way as Grantee may now or hereafter deem convenient or necessary from time to time, together with the right of ingress thereto and egress therefrom, to and along said right of way. Grantee is hereby authorized to permit the attachment of wires, cables and facilities of others to the poles, towers or structures maintained by it pursuant to this easement.

The lands through and across which this right of way easement is granted are situated in the County of Maricopa, State of Arizona, and are particularly described as:

The East half (E $\frac{1}{2}$ ) of the Southeast quarter (SE $\frac{1}{4}$ ) of Section One (1), Township Two (2) North, Range One (1) West of the Gila and Salt River Base and Meridian, also referred to as unpatented mining claims Cocke #5 (SESE) Cocke #6 (NESE) as recorded in Maricopa County Records.

The center line of said right of way easement in the aforesaid lands is particularly described as follows:

BEGINNING at a point on the North line of the above described property, 31 feet West of the Northeast corner; thence South, along, parallel with and 31 feet West of the East line to a point on the South line, said point being 31 feet West of the Southeast corner thereof.

APR 28 71 - 11 35  
STATE OF ARIZONA  
County of Maricopa  
I hereby certify that the within instrument was filed and recorded in the office of the County Clerk of Maricopa County, Arizona, on the 28th day of April, 1971.  
8663  
Francis M. Cocke  
Alison Cocke Jones  
Mary Cocke Gabriel

Grantor shall not erect or construct or permit to be erected or constructed any building or other structure, plant any trees or drill any well, within the limits of said right of way.

Grantee shall have the right to erect, maintain and use gates in all areas which now exist or shall hereafter cross said right of way and to trim, cut and clear away trees or brush whenever in its judgment the same shall be necessary for the convenient and safe exercise of the rights hereby granted.

Grantor reserves the right to cultivate, use and occupy said premises for any purpose consistent with the rights and privileges above granted and which will not interfere with or endanger any of the equipment or other property of the Grantee or the use thereof.

In the event the Grantee permanently abandons said right of way, all Grantee's rights hereunder shall cease, except for the right to remove any and all property placed upon said right of way within a reasonable time subsequent to such abandonment.

The provisions hereof shall be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the Grantor has Executed this instrument on the 16th day of April, 1971 Executed in the Presence of:

Francis M. Cocke  
Alison Cocke Jones  
Mary Cocke Gabriel  
MAY COCKE GABRIEL  
ALISON COCKE JONES



Arizona 014015

# The United States of America

To all to whom these presents shall come, Greeting:

WHEREAS, In pursuance of the provisions of the Revised Statutes of the United States, Chapter Six, Title Thirty-two, and legislation supplemental thereto, there is now deposited in the Bureau of Land Management of the United States a Certificate of the Land Office at **Phoenix, Arizona,**

accompanied by other evidence, whereby it appears that

**Alison Cooke Jones, Mary Cooke Gabbard, Francis H. Cooke, Joan H. Cooke, and the Fisher Contracting Co.,**

did on **June 5, 1958,** duly enter and pay for that certain mining claim or premises, known as the **Pit No. 1, Pit No. 4, Pit No. 5, Pit No. 6, and Pit No. 7** placer mining claims, situate in **Maricopa County, Arizona,** described as follows:

**Gila and Salt River Meridian, Arizona.**

**T. 2 N., R. 1 W.,**

**Pit No. 1 claim, embracing;  
Sec. 1, ~~SW~~1/4;**

**Pit No. 4 claim, embracing;  
Sec. 1, ~~SW~~1/4;**

**Pit No. 5 claim, embracing;  
Sec. 1, Lot 1;**

**Pit No. 6 claim, embracing;  
Sec. 1, Lot 2;**

**Pit No. 7 claim, embracing;  
Sec. 1, ~~SW~~1/4.**

The premises herein granted contain **199.69** acres.

Patent No. **1193873**

Arizona 014015

NOW KNOW YE, That there is therefore, pursuant to the laws aforesaid, hereby granted by the United States unto the said **Allison Cooke Jones, Mary Cooke Gabbard, Francis H. Cooke, Joan E. Cooke, and the Fisher Contracting Co.,**

, the said placer mining premises, hereinbefore described;

TO HAVE AND TO HOLD said mining premises, together with all the rights, privileges, immunities, and appurtenances of whatsoever nature thereunto belonging, unto the said grantees above named and to **their heirs, its successors** and assigns forever; subject, nevertheless, to the following conditions and stipulations:

FIRST. That the grant hereby made is restricted in its exterior limits to the boundaries of the said mining premises, and to any veins or lodes of quartz or other rock in place bearing gold, silver, cinnabar, lead, tin, copper, or other valuable deposits, which may have been discovered within said limits subsequent to and which were not known to exist on **January 22, 1957.**

SECOND. That should any vein or lode of quartz or other rock in place bearing gold, silver, cinnabar, lead, tin, copper, or other valuable deposits, be claimed or known to exist within the above-described premises at said last-named date, the same is expressly excepted and excluded from these presents.

THIRD. That the premises hereby conveyed shall be held subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local laws, customs, and decisions of the courts. And there is reserved from the lands hereby granted a right-of-way thereon for ditches or canals constructed by the authority of the United States.

FOURTH. That in the absence of necessary legislation by Congress, the Legislature of **Arizona** may provide rules for working the mining claim or premises hereby granted, involving easements, drainage, and other necessary means to the complete development thereof.

IN TESTIMONY WHEREOF, the undersigned authorized officer of the Bureau of Land Management, in accordance with the provisions of the Act of June 17, 1948 (62 Stat., 476), has, in the name of the United States, caused these letters to be made Patent, and the Seal of the Bureau to be hereunto affixed.

[SEAL]

GIVEN under my hand, in the District of Columbia, the **TWENTY-FOURTH** day of **MARCH** in the year of our Lord one thousand nine hundred and **FIFTY-NINE** and of the Independence of the United States the one hundred and **EIGHTY-THIRD.**

For the Director, Bureau of Land Management.

Patent No. **1193873**

By

*Ray M. Biall*  
Chief, Patents Section.

UNITED METRO, INC. and **RIGHT OF WAY EASEMENT**  
ALLISON COCKE JONES, MARY COCKE GABBARO, FRANCIS M. COCKE

of the County of Maricopa, State of Arizona, herein called the Grantor, for and in consideration of the sum of Ten Dollars and other good and valuable considerations paid by ARIZONA PUBLIC SERVICE COMPANY, an Arizona corporation, herein called the Grantee, the receipt of which is hereby acknowledged, do we hereby grant and convey unto the Grantee, its successors and assigns, a right of way easement 20 feet in width, in, upon, over and across the lands hereinafter described, to erect, construct, reconstruct, replace, repair, maintain and use a line or lines of poles or steel towers and wires or cables suspended thereon and supported thereby, and underground conduits, cables, vaults and manholes, for the transmission and distribution of electricity, and for all other purposes connected therewith, and for telephones, signal and communication purposes, including guys, anchorage, crossarms, braces and all other appurtenances and fixtures for use in connection therewith, and also for pipelines for any and all purposes, together with their necessary fixtures and appurtenances, at such locations and elevations, upon, along, over and under the hereinafter described right of way as Grantee may now or hereafter deem convenient or necessary from time to time, together with the right of ingress thereto and egress therefrom, to and along said right of way. Grantee is hereby authorized to permit the attachment of wires, cables and facilities of others to the poles, towers or structures maintained by it pursuant to this easement.

The lands through and across which this right of way easement is granted are situated in the County of Maricopa, State of Arizona, and are particularly described as:

Lots 1 and 2 and the Southeast quarter (SE) of the Northeast quarter (NE) of Section One (1), Township Two (2) North, Range One (1) West of the Gila and Salt River Base and Meridian.

STATE OF ARIZONA  
County of Maricopa  
I hereby certify that the within instrument was filed and this day so per my record.  
in Book 8663  
on page 218-219  
Witness my hand and official seal this day so per my record.  
PAUL W. WATSON, Clerk  
County of Maricopa  
Arizona  
2/28/71

APR 28 71 - 11 58

The center line of said right of way easement in the above lands is particularly described as follows:

BEGINNING at a point on the North line of said Lot 1, 31 feet West of the Northeast corner; thence South along, parallel with, and 31 feet West of the East line of the above described property to a point on the South line, said point being 31 feet West of the Southeast corner.

ALSO, beginning at a point on the North line of said Lot 2, 1421 feet West of the Northeast corner of said Section 1; thence South, parallel to the East section line a distance of 67 feet.

Grantor shall not erect or construct or permit to be erected or constructed any building or other structure, plant any trees or drill any well, within the limits of said right of way.

Grantee shall have the right to erect, maintain and use gates in all fences which now cross or shall hereafter cross said right of way and to trim, cut and clear away trees or brush whenever in its judgment the same shall be necessary for the convenient and safe exercise of the rights hereby granted.

Grantor reserves the right to cultivate, use and occupy said premises for any purpose consistent with the rights and privileges above granted and which will not interfere with or endanger any of the equipment or other property of the Grantee or the use thereof.

In the event the Grantee permanently abandons said right of way, all Grantee's rights hereunder shall cease, except for the right to remove any and all property placed upon said right of way within a reasonable time subsequent to such abandonment.

The provisions hereof shall be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the Grantor has Executed this instrument the 2nd day of Feb., 1971

Executed in the Presence of:  
Allison Cocke Jones Sedina  
ALLISON COCKE JONES  
Mary Cocke Gabbaro  
MARY COCKE GABBARO  
Francis M. Cocke  
FRANCIS M. COCKE

John C. Watson  
Vice Pres

STATE OF ARIZONA  
County of Maricopa }

ss.

DKT 8663 PAGE 219

This instrument was acknowledged before me this 2nd day of February, 1971  
by John O. White, Vice President of UNITED METRO, Inc. and ALLISON COCKE JONES,

MARY COCKE GABBARD, FRANCES M. COCKE

WITNESS, my hand and official seal the day and year in this certificate above written.

My commission expires February 3, 1974

*William R. Chisum*  
Notary Public

98951

15686

No. \_\_\_\_\_

**EASEMENT**

FROM

TO

ARIZONA PUBLIC SERVICE COMPANY

Dated February 3, 1974 A. D. 1974

Filed and recorded at the request of

A. D. 1974

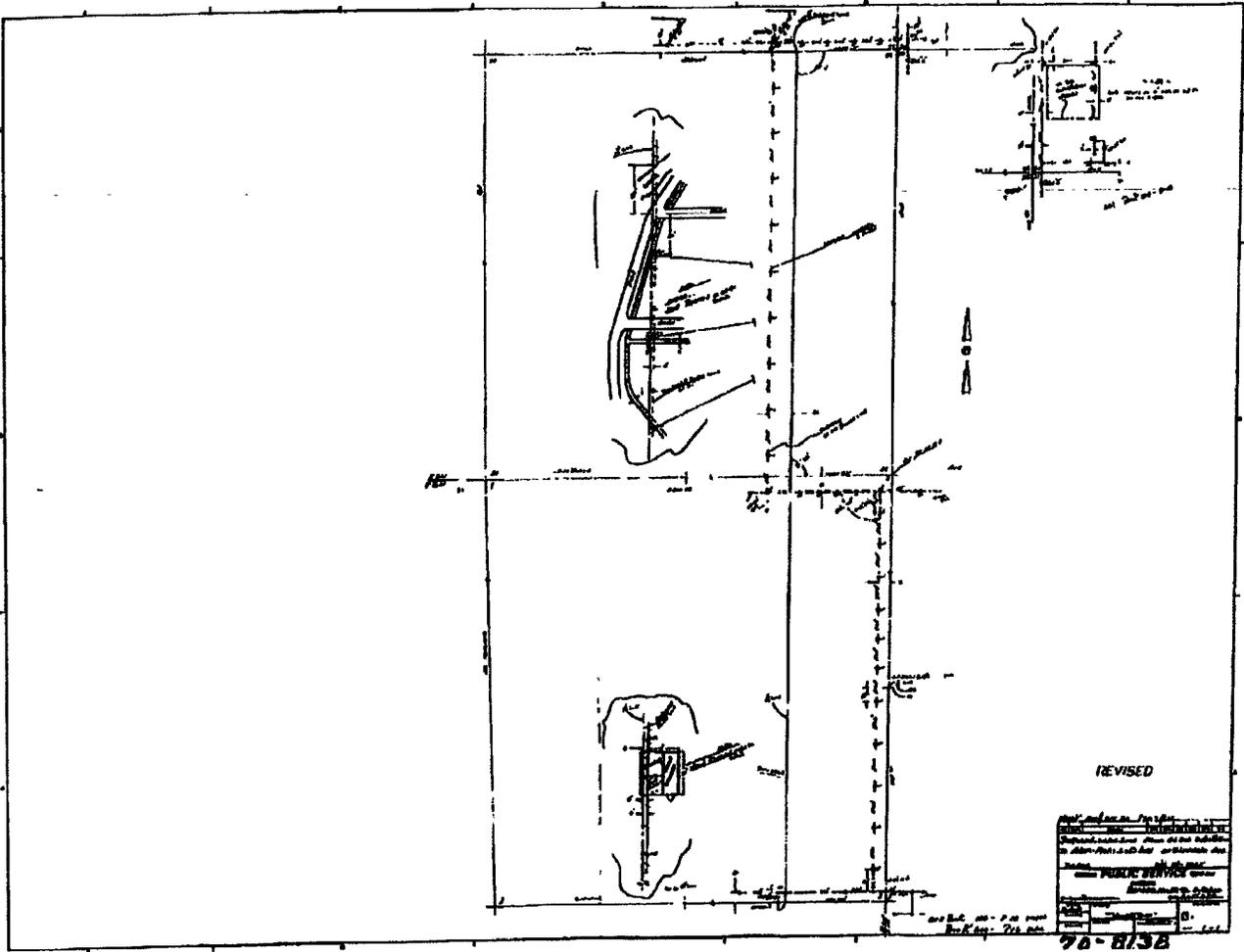
at \_\_\_\_\_ M.

Book \_\_\_\_\_

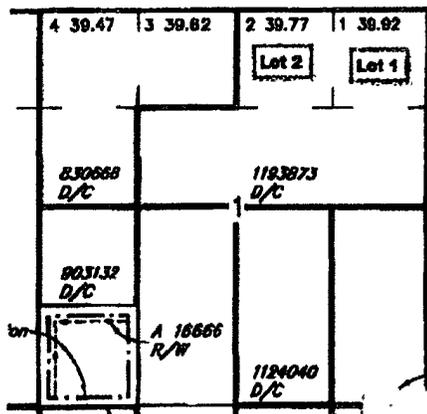
Page \_\_\_\_\_

County Recorder

By \_\_\_\_\_ Deputy Recorder



REVISED  
 TITLE BLOCK  
 70-8138



# **EXHIBIT “B”**

**New APS Easement Documentation**

SB4 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 \_\_\_\_ day of November, 2013.

**CITY OF GLENDALE**

By: \_\_\_\_\_  
Printed Name

Its: \_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

---

STATE OF \_\_\_\_\_ }  
County of \_\_\_\_\_ } ss.

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 201\_\_  
by \_\_\_\_\_ (Grantor).

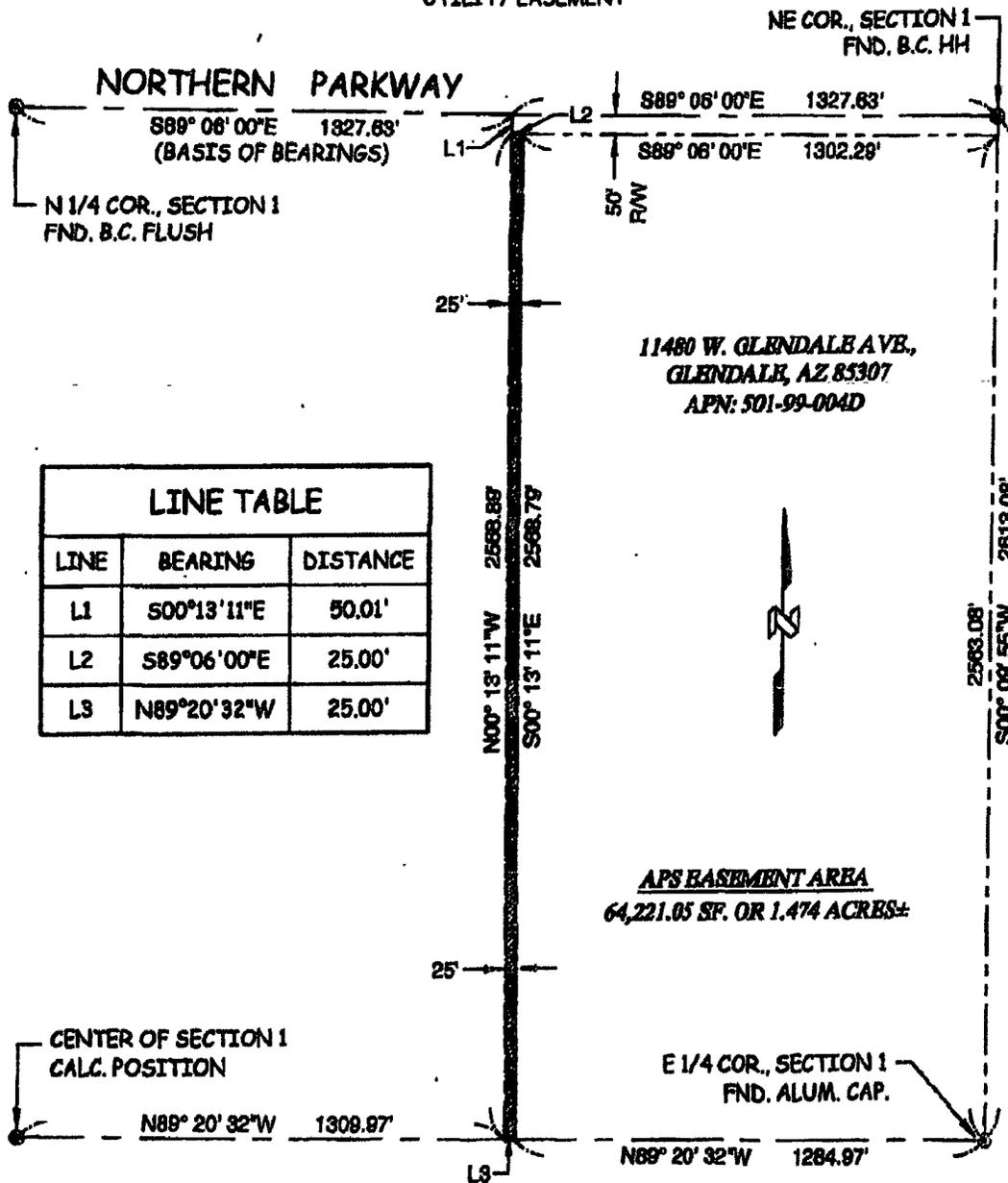
IN WITNESS WHEREOF I hereunto set my hand and official seal.

Notary Seal:

\_\_\_\_\_  
Notary Public Signature

# 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
- SECTION LINE
- PROPERTY LINE
- PROPERTY CORNER
- MONUMENT

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