

NW-23-1N-4E  
33.42052, -111.924537  
APN 132-73-536  
WA180396  
RLM, BDP

## **CITY OF TEMPE-APS UTILITY EASEMENT**

**THE CITY OF TEMPE**, 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, 8 feet in width or as further 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. 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.

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.

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.

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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## **EXHIBIT “A”**

**(LEGAL DESCRIPTION OF GRANTOR’S PROPERTY)  
AS RECORDED IN INSTRUMENT NUMBER 010189089 M.C.R.**

**Lot 1 as shown on the Final Plat of *ELIAS RODRIGUEZ PLACE*, according to the plat of record in The Office of The County Recorder of Maricopa County, Arizona, recorded in Book 556 of Maps, Page 45.**

## **EXHIBIT “B”**

### **(LEGAL DESCRIPTION AND / OR EXHIBIT OF EASEMENT PREMISES)**

Beginning at the Northeast corner of Lot 1 of Elias Rodriguez recorded in Book 556 of Maps, page 45 Maricopa County, Arizona.

Thence, North 75 degrees 31 minutes 43 seconds West a distance of 194.14 feet to the True Point Of Beginning;

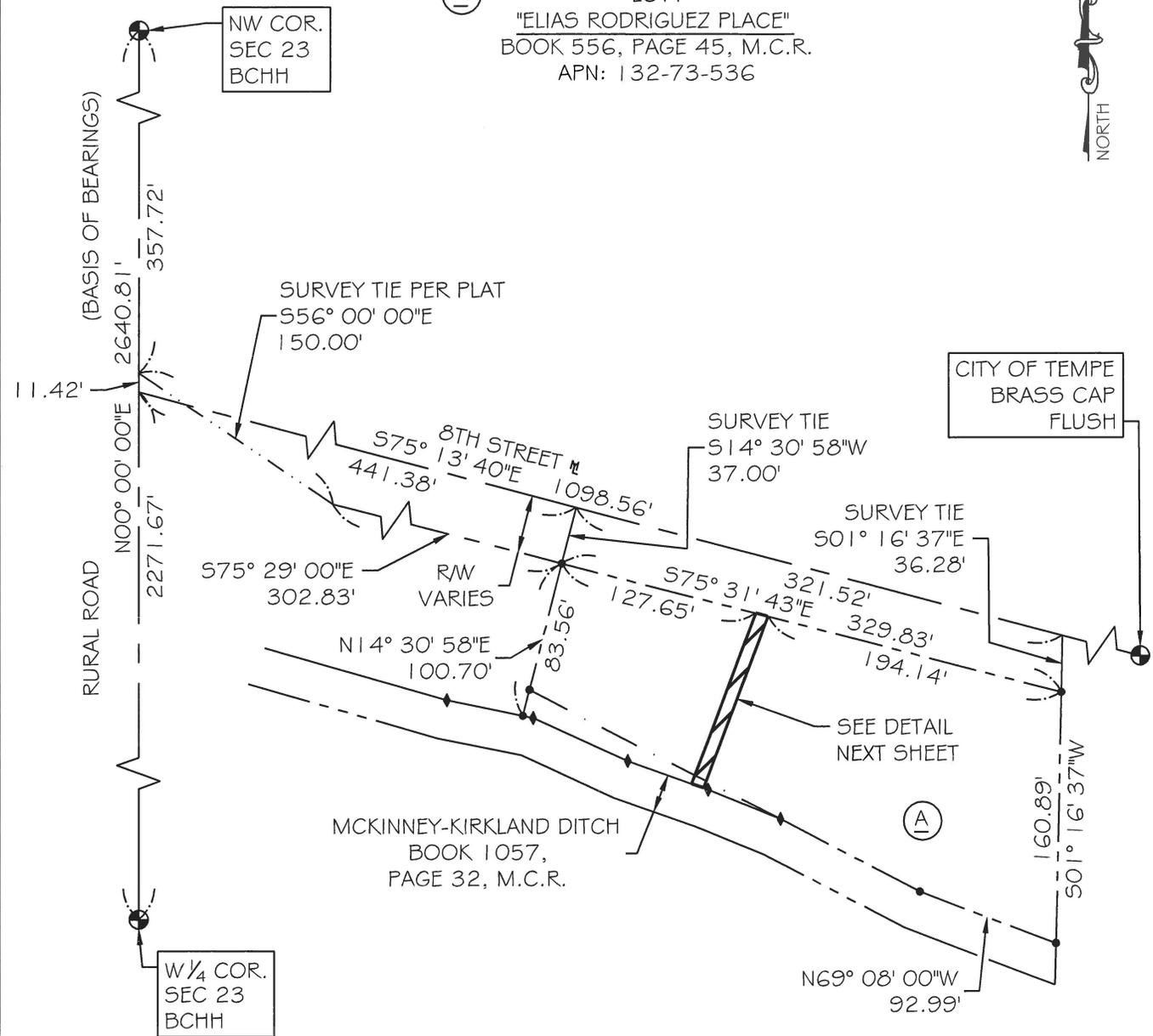
Thence, North 75 degrees 31 minutes 43 seconds East a distance of 8.04 feet to a point on a line;

Thence, South 20 degrees 24 minutes 47 seconds West a distance of 116.49 feet to a point on a line;

Thence, South 70 degrees 23 minutes 24 seconds East a distance of 8.00 feet to a point on a line;

Thence, North 20 degrees 24 minutes 47 seconds East a distance of 117.21 feet to the True Point of Beginning

FINAL PLAT OF  
 LOT 1  
 "ELIAS RODRIGUEZ PLACE"  
 BOOK 556, PAGE 45, M.C.R.  
 APN: 132-73-536



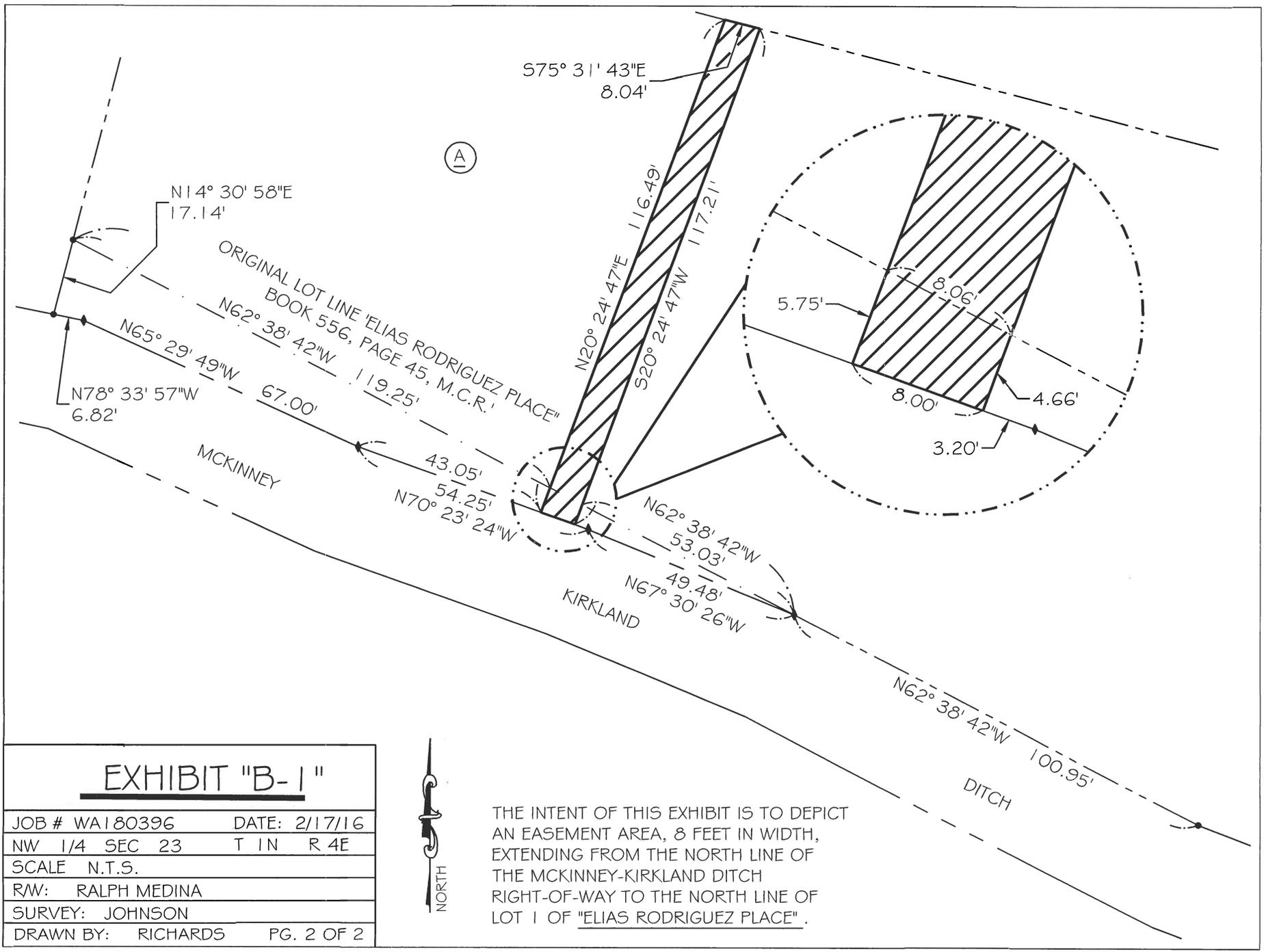
LEGEND

	EASEMENT AREA		PROPERTY CORNER
	MONUMENT LINE		MONUMENT
	PROPERTY LINE		DITCH RW CORNER

EXHIBIT "B-1"

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

JOB # WA180396	DATE: 2/17/16
NW 1/4 SEC 23	T 1 N R 4 E
SCALE 1"=100'	
RW: RALPH MEDINA	
SURVEY: JOHNSON	
DRAWN BY: RICHARDS	PG. 1 OF 2



### EXHIBIT "B-1"

JOB # WA180396	DATE: 2/17/16
NW 1/4 SEC 23	T 1N R 4E
SCALE N.T.S.	
R/W: RALPH MEDINA	
SURVEY: JOHNSON	
DRAWN BY: RICHARDS	PG. 2 OF 2



THE INTENT OF THIS EXHIBIT IS TO DEPICT AN EASEMENT AREA, 8 FEET IN WIDTH, EXTENDING FROM THE NORTH LINE OF THE MCKINNEY-KIRKLAND DITCH RIGHT-OF-WAY TO THE NORTH LINE OF LOT 1 OF "ELIAS RODRIGUEZ PLACE".