

NW - 15 - 14N - 1W
34.597973, -112.358367
APN: 103-07-621
NWP-16-53
WA307299
PJF - DAM

UTILITY EASEMENT

Town of Prescott Valley, Arizona, (hereinafter called "Grantor"), is the owner of the following described real property located in Yavapai 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 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 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.

NW - 15 - 14N - 1W
34.597973, -112.358367
APN: 103-07-621
NWP-16-53
WA307299
PJF - DAM

Grantor shall maintain clear areas that extend: 1) 3 feet from and around all edges of all switching cabinet pads and 2 feet from and around all edges of all transformer pads and other equipment pads, and 2) a clear operational area that extends 10 feet immediately in front of all transformer, switching cabinet and other equipment openings, and 3) a 6 feet by 6 feet hot-stick operating area off the front left corner of all transformers. No obstructions, trees, shrubs, large landscape rocks, fences, fixtures, or permanent structures shall be placed by Grantor within said clear areas; nor shall Grantor install landscape irrigation or sprinkler systems within said clear areas. Landscape irrigation or sprinkler systems installed adjacent to the clear areas shall be installed and maintained so that the transformers, switching cabinets or any other equipment do not get wet by spray or irrigation.

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.

By accepting and utilizing this easement, Grantee agrees that following any installation, excavation, maintenance, repair, or other work 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 provisions 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.

NW - 15 - 14N - 1W
34.597973, -112.358367
APN: 103-07-621
NWP-16-53
WA307299
PJF - DAM

IN WITNESS WHEREOF, **Town of Prescott Valley, Arizona**, has caused this Utility Easement to be executed, by its duly authorized representative, this _____ day of _____, 201__.

Town of Prescott Valley, Arizona

By: _____
Printed Name

Its: _____
Title

Signature

STATE OF _____ }
County of _____ } ss.

This instrument was acknowledged before me this _____ day of _____, 201__ by _____.
(Printed Name of Grantor)

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

My Commission Expires: _____
Notary Public

NW - 15 - 14N - 1W
34.597973, -112.358367
APN: 103-07-621
NWP-16-53
WA307299
PJF - DAM

EXHIBIT "A"

(LEGAL DESCRIPTION OF GRANTOR'S PROPERTY)

As recorded in Book 4620 of Official Records, Page 23, on file in the Yavapai County Recorder's Office, Yavapai County, Arizona, more particularly described as follows:

Parcel One:

A tract of land within the Northwest Quarter of Section 15, Township 14 North, Range 1 West of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, described as follows:

BEGINNING at the Northwest corner of CASTLE CANYON MESA UNIT 3, as recorded in the office of the County Recorder of Yavapai County, Arizona, in Book 16 of Maps, page 49;

Thence North 01°25'56" East, along the West line of said Section 15, a distance of 758.57 feet;

Thence South 89°34'45" East, a distance of 574.31 feet to a point on the Northerly extension of the West right of way line of Prescott East Highway, as shown on the said plat of CASTLE CANYON MESA UNIT 3;

Thence South 01°25'56" West, along said West right of way line, a distance of 758.57 feet to the North line of said CASTLE CANYON MESA UNIT 3, said point being the Northeast corner of Lot 575 and also on the said West right of way line;

Thence North 89°34'45" West (South 89°02'17" West record) along said North line, a distance of 574.31 feet to the TRUE POINT OF BEGINNING.

EXHIBIT "B"
LEGAL DESCRIPTION

All that portion of APN# 103-07-621, owned by the Town of Prescott Valley, as shown on the Final Plat/Final Development Plan for Granville Unit 7C3 & 7D1 as recorded in Instrument Number 2016-0003058, Yavapai County Recorder's Office, Yavapai County, Arizona. Lying within the northwest quarter of Section 15, Township 14 North, Range 1 West, of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, more particularly described as follows:

COMMENCING at the southeast corner of Tract 7C-C as shown on said Plat also being on the westerly right of way line of Prescott East Highway as recorded in Book 52 maps and Plats, Page 73, Yavapai County Recorder's Office;

Thence South $01^{\circ}41'58''$ West, along said westerly right of way line, a distance of 475.10 feet;

Thence North $88^{\circ}18'02''$ West, a distance of 8.00 feet to a point on the westerly line of an existing 8 foot public utility easement as recorded in Book 52 of Maps and Plats, Page 73, Yavapai County Recorder's Office, and the TRUE POINT OF BEGINNING;

Thence North $39^{\circ}06'41''$ West, a distance of 24.46 feet;

Thence North $41^{\circ}46'51''$ West, a distance of 11.12 feet;

Thence North $55^{\circ}58'14''$ West, a distance of 16.41 feet;

Thence North $62^{\circ}42'30''$ West, a distance of 15.31 feet;

Thence North $27^{\circ}17'30''$ East, a distance of 10.00 feet;

Thence South $62^{\circ}42'30''$ East, a distance of 15.90 feet;

Thence South $55^{\circ}58'14''$ East, a distance of 18.25 feet;

Thence South $41^{\circ}46'51''$ East, a distance of 12.60 feet;

Thence South $39^{\circ}06'41''$ East, a distance of 13.11 feet to a point on said westerly line of an existing 8 foot public utility easement;

EXHIBIT "B" (cont.)

Thence South 01°41'58" West, along said westerly line of an existing 8 foot public utility easement, a distance of 15.30 feet to the TRUE POINT OF BEGINNING.

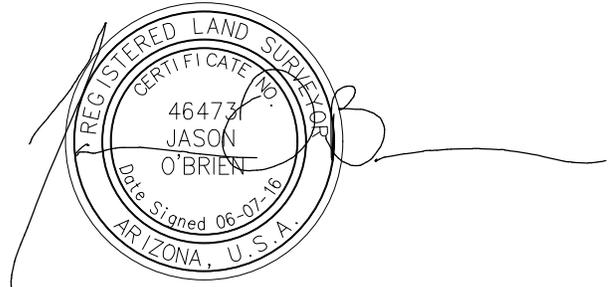
Containing 635.74 sq. ft. more or less.

06/07/16

LE #304-36

30436-Offsite Easement 7D1.doc

JASON O'BRIEN, R.L.S.



EXPIRES 6/30/16

EXHIBIT "B" (cont.)

TRACT 7C-C

COMMENCING

MAP TO ACCOMPANY
LEGAL DESCRIPTION

APN# 103-07-621
PRESCOTT VALLEY WATER DISTRICT

BOOK 52 M&P, PAGE 73, YCRO
8' PUBLIC UTILITY EASEMENT

THIS DESCRIPTION

P.O.B.

PRESCOTT EAST HIGHWAY
BK 52 M&P, PG 73, YCRO

