



300 N. Granite Street
Prescott, Arizona 86301

November 16, 2016

Town of Prescott Valley
Attn: Mr. Brian Witty
7501 E. Civic Circle
Prescott Valley, AZ 86314

RE: APSCO Utility Easement Request
WA348327

Dear Mr. Witty,

Recently you requested Arizona Public Service Company to provide electric power to the new Bob Edwards Park site currently under construction in Prescott Valley.

In order to accomplish this we will need to acquire an easement for our facilities on town property. Please review the enclosed document and prepare it for council approval. Once approved, please have the appropriate person sign the original easement form in the presence of a notary and return it to my attention.

If you have any questions, feel free to call me at (928) 776-3664. Your cooperation in this matter is genuinely appreciated.

Sincerely,

Pat Fraher

Pat Fraher
Right of Way Representative
Land Services Department

Patrick.Fraher@aps.com

Enclosure

NW - 14 - 14N - 1W
34.600446, -112.338501
APN: 103-02-770A
NWP-16-120
WA348327
PJF – JGF

TOWN OF PRESCOTT VALLEY-APS UTILITY EASEMENT

TOWN OF PRESCOTT VALLEY, a municipal corporation 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 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.

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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 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.

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.

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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 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.

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IN WITNESS WHEREOF, TOWN OF PRESCOTT VALLEY, a municipal corporation of Arizona, has caused this Utility Easement to be executed by its duly authorized representative, this ___ day of _____, 20__.

APPROVED AS TO FORM:

TOWN OF PRESCOTT VALLEY

City Attorney

By: _____

ATTEST:

City Clerk

STATE OF _____ }
 } ss.
County of _____ }

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This instrument was acknowledged before me this ___ day of _____, 20__ by _____ of _____, on behalf of _____.

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

Notary Seal

Notary Public

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EXHIBIT “A”

(LEGAL DESCRIPTION OF GRANTOR’S PROPERTY)

Grantor’s property as recorded in Book 4493 of Official Records, page 677 (pages 7, 8, 9 and 10), on file in the Yavapai County Recorder's Office, Yavapai County, Arizona, more particularly described as follows:

A portion of Section 14, Township 14 North, Range 1 West of the Gila and Salt River Meridian, Yavapai County, Arizona, and also being a portion of the parcel recorded in Book 3467 of Official Records, Pages 558-561 in the Yavapai County Recorder's Office, and described as follows:

COMMENCING at the Northwest corner of Section 14 as shown on the plat of dedication recorded in Book 31 of Maps and Plats, Page 31 in the Yavapai County Recorder's Office;

Thence, along the North line of Section 14, North 89°58'20” East, 2,223.28 feet, from which point the Northeast corner of Section 14 is North 89°58'20” East, 2,955.69 feet;

Thence, departing the North line of Section 14, South 00°01'40” East, 30.59 feet to the Northwest corner of the parcel recorded in Book 3528 of Official Records, Pages 318-321 in the Yavapai County Recorder's Office, as identified by a ½” rebar with no cap or tag;

Thence, along the South line of the parcel recorded in Book 2243 of Official Records, Pages 899-900 in the Yavapai County Recorder's Office, South 89°59'14” West, 639.24 feet to the POINT OF BEGINNING.

Thence, departing the South line of the parcel recorded in Book 2243 of Official Records, Pages 899-900, along a non-tangent curve to the right, having a chord bearing South 45°00'58” East, a chord length of 42.42 feet, a radius of 30.00 feet, a central angle of 89°59'37”, and an arc length of 47.12 feet;

Thence, South 00°01'09” East, 89.99 feet;

Thence, along a tangent curve to the left, having a chord bearing South 10°45'57” East, a chord length of 164.09 feet, a radius of 440.00 feet, a central angle of 21°29'36”, and an arc length of 165.06 feet;

Thence, South 21°30'45” East, 100.00 feet;

Thence, along a tangent curve to the right, having a chord bearing South 18°09'16” East, a chord length of 42.18 feet, a radius of 360.00 feet, a central angle of 6°42'59”, and an arc length of 42.20 feet to the South

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line of the parcel recorded in Book 3467 of Official Records, Pages 558-561 in the Yavapai County Recorder's Office, from which point the Southwest corner of the parcel recorded in Book 3528 of Official Records, Pages 318-321, as identified by a ½" rebar with tag stamped "LS 17564", is North 89°59'09" East, 529.24 feet;

Thence, along the South line of the parcel recorded in Book 3467 of Official Records, Pages 558-561, South 89°59'09" West, 750.98 feet, from which point the Southwest corner of the parcel recorded in Book 3467 of Official Records, Pages 558-561, as identified by a ½" rebar with a tag stamped "LS 17564", is South 89°59'09" West, 983.13 feet;

Thence, departing the South line of the parcel recorded in Book 3467 of Official Records, Pages 558-561, North 00°00'00" West, 414.33 feet to the South line of the parcel recorded in Book 2243 of Official Records, Pages 899-900;

Thence, along the South line of the parcel recorded in Book 2243 of Official Records, Pages 899-900, North 89°59'14" East, 640.48 feet to the POINT OF BEGINNING.

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EXHIBIT “B”

(LEGAL DESCRIPTION OF EASEMENT PREMISES)

Commencing at the Northwest corner of Grantor’s Property as described in Exhibit “A” attached hereto and made part hereof;

Thence North 89°59’14” East, along the North line of Grantor’s property, a distance of 182.93 feet to the TRUE POINT OF BEGINNING of the easement herein described;

Thence, continuing along said North line of Grantor’s property, North 89°59’14” East, a distance of 11.50 feet;

Thence, departing said North line of Grantor’s property, South 00°00’46” East, a distance of 4.69 feet;

Thence South 89°59’14” West, a distance of 4.00 feet;

Thence South 00°00’46” East, a distance of 5.50 feet;

Thence South 89°59’14” West, a distance of 7.50 feet;

Thence North 00°00’46” West, a distance of 10.19 feet to the TRUE POINT OF BEGINNING.

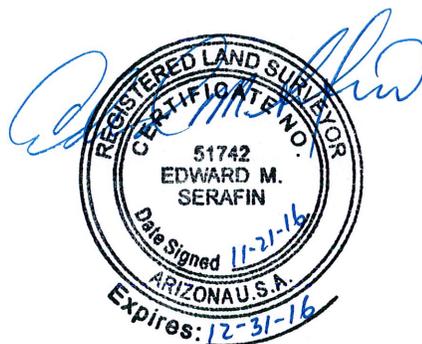
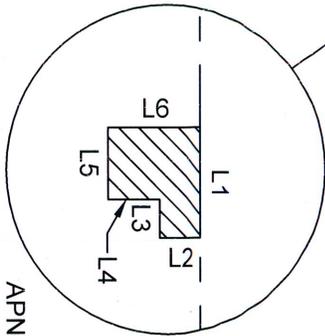
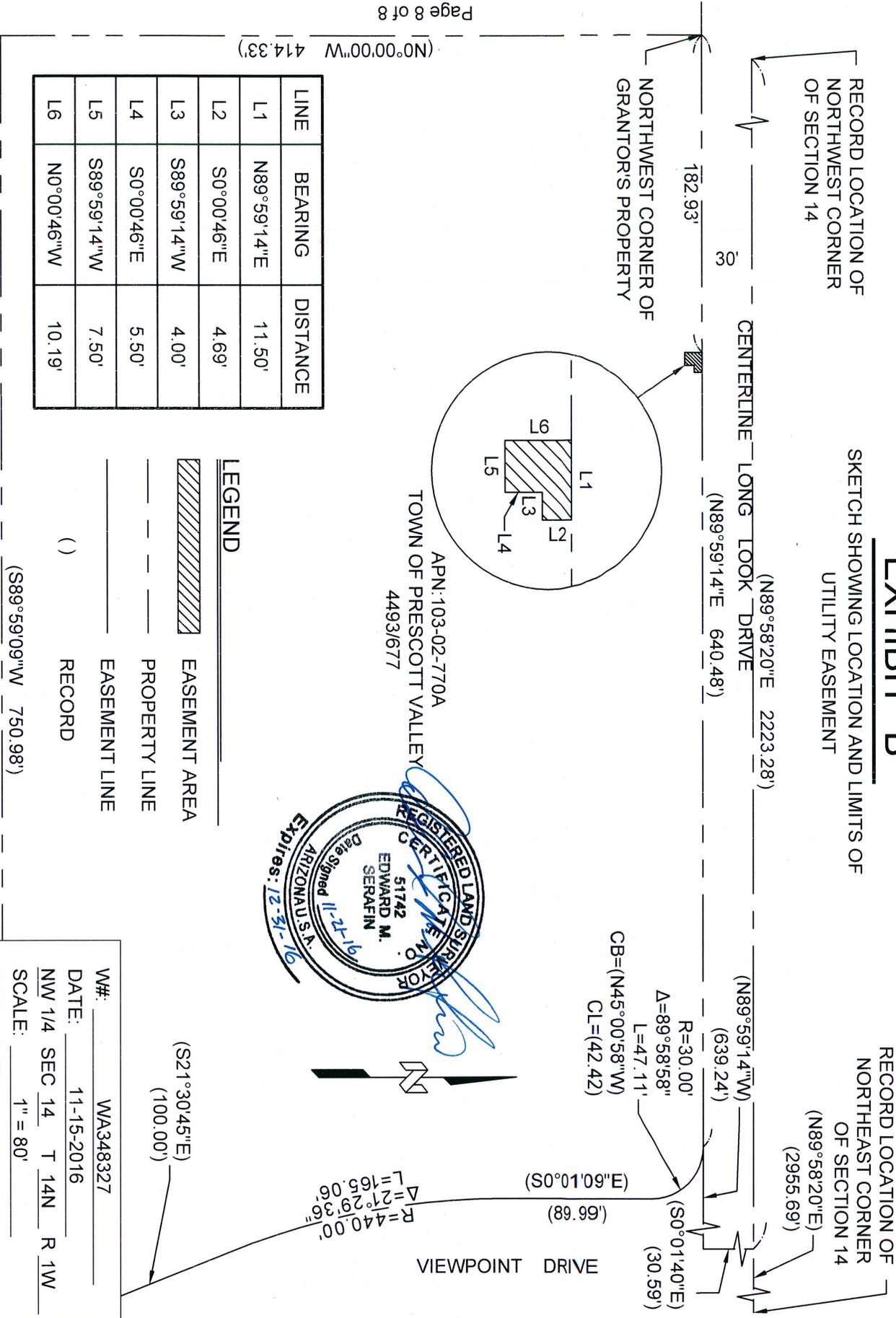


EXHIBIT "B"

RECORD LOCATION OF
NORTHWEST CORNER
OF SECTION 14

SKETCH SHOWING LOCATION AND LIMITS OF
UTILITY EASEMENT

RECORD LOCATION OF
NORTHEAST CORNER
OF SECTION 14



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TOWN OF PRESCOTT VALLEY
4493/677



LINE	BEARING	DISTANCE
L1	N89°59'14"E	11.50'
L2	S0°00'46"E	4.69'
L3	S89°59'14"W	4.00'
L4	S0°00'46"E	5.50'
L5	S89°59'14"W	7.50'
L6	N0°00'46"W	10.19'

LEGEND

-  EASEMENT AREA
-  PROPERTY LINE
-  EASEMENT LINE
-  RECORD

(S89°59'09"W 750.98')

V#:
 DATE: 11-15-2016
 NW 1/4 SEC 14 T 14N R 1W
 SCALE: 1" = 80'
 R/W: PJF
 SURVEY: JC
 DRAWN BY: JC