



THE POWER TO MAKE IT HAPPENSM

120 N. Marina Street
Prescott, Arizona 86301

April 22, 2010

Town of Prescott Valley
Attn: Kim Moon, Capital Projects Coordinator
7501 E. Civic Circle
Prescott Valley, Arizona 86314

RE: APSCO Utility Easement Request
W485726

Dear Ms. Moon:

Recently Arizona Public Service Company was requested to extend electric power to serve the new turf area at Mountain Valley Park.

In order to accomplish this we will need to acquire easement rights for our facilities on Town property. Please review the enclosed sketch and easement document and prepare it for Town Council approval and appropriate signature. Please have the document signed in the presence of a notary and return it to me in the enclosed postage-paid envelope. The copy and sketch are for your records.

If you have any questions, feel free to call me at (928) 776-3664.

Sincerely,

A handwritten signature in black ink that reads 'Pat Fraher'. The signature is written in a cursive style with a long, sweeping underline that extends to the right.

Pat Fraher
Survey/Right of Way Rep
Survey/Right-of-Way Department

Patrick.Fraher@aps.com

Enclosure

UTILITY EASEMENT

APS FOLDER

SW - 12 - 14N - 1W

APN: 103-02-712B

W485726

PJF

TOWN OF PRESCOTT VALLEY, (hereinafter called "Grantor"), is/are the owner(s) of the following described real property located in Yavapai County, Arizona (hereinafter called "Grantor's Property"):

All that portion of Section 12, Township 14 North, Range 1 West, Gila and Salt River Meridian, Yavapai County, Arizona, described as follows:

Commencing at the northeast corner of the southwest quarter of the southeast quarter (SW4SE4) of said Section 12, from which the northwest corner of Lot 2737 of Prescott Valley Unit Eight as recorded in Book 13 of Maps and Plats, Pages 97-98, at the Yavapai County Recorder's Office, bears S01° 55' 49" W, a distance of 30.02 feet; Thence S89° 59' 27" W, a distance of 937.94 feet, along the southerly boundary of Prescott Valley Unit Five as recorded in Book 13 of Maps and Plats, Page 11, at the Yavapai County Recorder's Office, to the POINT OF BEGINNING.

Thence S01° 52' 47" W, a distance of 795.20 feet, along the westerly boundary of Mountain Valley School, of the Humboldt Unified School District;

Thence N62° 28' 13" E, a distance of 1076.04 feet, along the southerly boundary of Mountain Valley School, of the Humboldt Unified School District, to its intersection with the westerly boundary of said Prescott Valley Unit Eight;

Thence S01° 45' 07" W, a distance of 1038.40 feet, along the westerly boundary of said Prescott Valley Unit Eight to its point of intersection with the northerly boundary of Prescott Valley Unit Ten as recorded in Book 13 of Maps and Plats, Page 58, at the Yavapai County Recorder's Office from which the southeast corner of said Section 12, according to the plat of Prescott Valley Unit Eight, bears N89° 42' 50"E, a distance of 1294.12 feet;

Thence N88° 37' 48"W, a distance of 352.31 feet, along the northerly boundary of said Prescott Valley Unit Ten to the northeast corner of Prescott Valley Unit Eleven as recorded in Book 13 of Maps and Plats, Page 65, at the Yavapai County Recorder's Office, from which the southwest corner of said Section 12, according to the plat of said Prescott Valley Unit Eleven, bears S89° 42' 50" W, a distance of 3528.70 feet;

Thence N89° 55' 23" W, a distance of 1176.38 feet, along the northerly boundary of said Prescott Valley Unit Eleven and the south line of said Section 12;

Thence N89° 58' 46" W, a distance of 519.21 feet, along the northerly boundary of said Prescott Valley Unit Eleven and the south line of said Section 12;

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Thence N89° 34' 02" W, a distance of 79.92 feet, along the northerly boundary of said Prescott Valley Unit Eleven and the south line of said Section 12;
Thence N89° 51' 59" W, a distance of 78.29 feet, along the northerly boundary of said Prescott Valley Unit Eleven and the south line of said Section 12;
Thence N89° 34' 40" W, a distance of 77.77 feet, along the northerly boundary of said Prescott Valley Unit Eleven and the south line of said Section 12;
Thence N89° 35' 04" W, a distance of 88.43 feet, along the northerly boundary of said Prescott Valley Unit Eleven and the south line of said Section 12;
Thence N89° 58' 47" W, a distance of 225.56 feet, along the northerly boundary of said Prescott Valley Unit Eleven and the south line of said Section 12, to the southeast corner of Prescott Valley Unit Three as recorded in Book 12 of Maps and Plats, Page 19, at the Yavapai County Recorder's Office;
Thence N01° 09' 57" E, a distance of 1323.06 feet, along the easterly boundary of said Prescott Valley Unit Three to the most southerly corner of Prescott Valley Unit Four as recorded in Book 12 of Maps and Plats, Page 73, at the Yavapai County Recorder's Office;
Thence N89° 59' 27" E, a distance of 1674.47 feet, along the southerly boundary of said Prescott Valley Unit Four and the southerly boundary of said Prescott Valley Unit Five to the POINT OF BEGINNING.

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"):

Said easement to be eight (8) feet wide, lying four (4) feet each side of the following described centerline:

Commencing at the southwest corner of the above described property;

Thence North 01 degrees 09 minutes 57 seconds East, along the west line of said property, a distance of 186.83 feet to the **POINT OF BEGINNING** of the easement herein described;

Thence North 46 degrees 33 minutes 04 seconds East, a distance of 22.94 feet;

Thence North 01 degrees 11 minutes 05 seconds East, a distance of 451.99 feet to a point of termination.

ALSO: See **EXHIBIT "A"** attached hereto and made part hereof for transformer easement.

NOTE: The sidelines of the above described easement centerline shall be extended and shortened to meet at all angle points and shall terminate at the west line of the above described property.

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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; 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.

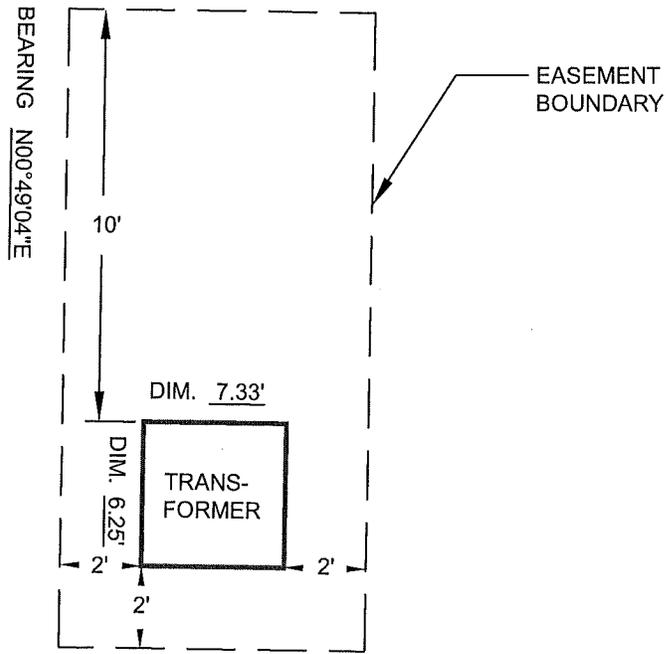
Grantor shall not locate, erect or construct, or permit to be located, erected or constructed, any building or other structure or drill any well within the limits of the Easement Premises; nor shall Grantor plant or permit to be planted any trees within the limits of the Easement Premises without the 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.

Grantor shall maintain a clear area that extends two (2) feet from and around all edges of all transformer pads and other equipment pads, three (3) feet around all edges of all switching cabinet pads and a clear operational area that extends ten (10) feet immediately in front of all transformer and other equipment openings, as shown on EXHIBIT "A" attached hereto and made a part hereof. No obstructions, trees, shrubs, fixtures, or permanent structures shall be placed by Grantor within said areas.

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.

EXHIBIT "A"

Sketch Showing The Location And Limits Of Transformer Easement



**TRANSFORMER
"TX693348"**

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

SW1/4 Sec 12 T 14 N R 2 W	
	Town of Prescott Valley Easement
WO#: W485726	DATE: 04/22/10
BY: Fraher	SCALE: NONE
FILENAME: TX693348 exhibit	SHEET 5 OF 5

ARIZONA PUBLIC SERVICE CO.
 PRESCOTT, ARIZONA
 W485726 TOWN OF P.V.-TURF PARK
 SW 1/4 SEC. 12, T14N, R1W
 FRAHER, COMBS
 04/21/10 (PRESCOTT VALLEY)

PRESCOTT VALLEY UNIT 3
 12/19 OF MAPS & PLATS

TOWN OF PRESCOTT VALLEY
 APN: 103-02-712B
 2731/035
 MOUNTAIN VALLEY PARK



SCALE: 1" = 100'

SEE W118212 FOR BASIS OF BEARING

(R)=RECORD INFORMATION PER NOTED DEED.

(P)=INFORMATION PER PLAT OF PRESCOTT VALLEY
 UNIT 3. 12/19 OF MAPS & PLATS.

INDEX:

NWP-10-62

