

**When recorded, please return to :**  
**APS RIGHT OF WAY DEPT.**  
2200 E Huntington Dr.  
FLAGSTAFF, AZ. 86004  
W ½ -11-22N-8E  
APN – 301-89-001  
W104976 & W101190  
DAM

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## **UTILITY EASEMENT**

**CITY OF FLAGSTAFF, an Arizona municipal corporation**, (hereinafter called “Grantor”), is the owner of the following described real property located in Coconino 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 10 feet in width 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; 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 maintain a clear area that extends 2 feet from and around all edges of all transformer pads and other equipment pads, 3 feet from and around all edges of all switching cabinet pads and a clear operational area that extends 10 feet immediately in front of all transformer, switching cabinet and other equipment openings. No obstructions, trees, shrubs, fixtures, or permanent structures shall be placed by Grantor within said areas.

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.

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**EXHIBIT "A"**

**Portions of Sections 1, 2, 11 and 12, Township 22 North, Range 8 East of the Gila and Salt River Base and Meridian, more particularly described as follows:**

**COMMENCING at the common corner of Sections 1, 2, 11 and 12;**

**THENCE South 63° 22' 28" East, a distance of 1215.44 feet to the TRUE POINT OF BEGINNING;**

**THENCE North 58° 54' 39" East, a distance of 2335.36 feet;**

**THENCE North 12° 38' 52" West, a distance of 796.47 feet;**

**THENCE North 77° 28' 52" East, a distance of 995.93 feet;**

**THENCE South 14° 07' 56" East, a distance of 819.41 feet;**

**THENCE North 64° 26' 09" East, a distance of 2389.32 feet;**

**THENCE South 23° 53' 08" East, a distance of 2028.29 feet;**

**THENCE South 64° 26' 09" West, a distance of 2518.26 feet;**

**THENCE South 30° 41' 09" East, a distance of 1213.70 feet;**

**THENCE South 79° 05' 35" West, a distance of 3567.76 feet;**

**THENCE North 02° 06' 55" East, a distance of 1149.73 feet;**

**THENCE North 38° 40' 56" West, a distance of 1378.12 feet to the TRUE POINT OF BEGINNING.**

## EXHIBIT "B"

### APS CENTERLINE EASEMENT DESCRIPTION:

This easement is to lie 5 feet each side of the following centerline described as follows:

**COMMENCING** at the Northwesterly corner of the parcel described in Exhibit "A", said point marked by a USDA aluminum cap AP-1;

**THENCE** North 57° 58' 21" East, a distance of 139.68 feet to an APS electrical conduit and the **POINT OF BEGINNING**;

**THENCE** South 48° 33' 01" East, a distance of 14.85 feet;

**THENCE** South 57° 40' 46" West, a distance of 128.38 feet to an APS switching cabinet vault;

**THENCE** South 39° 26' 05" East, a distance of 790.60 feet to APS pullbox PB243888;

**THENCE** South 39° 41' 27" East, a distance of 574.56 feet;

**THENCE** South 02° 37' 14" West, a distance of 3.62 feet to Point "A";

**THENCE** South 00° 32' 18" West, a distance of 512.22 feet;

**THENCE** South 45° 09' 47" East, a distance of 17.65 feet;

**THENCE** South 23° 27' 37" East, a distance of 33.60 feet;

**THENCE** South 16° 35' 51" East, a distance of 37.24 feet;

**THENCE** South 17° 25' 23" West, a distance of 143.03 feet;

**THENCE** South 01° 22' 15" West, a distance of 232.65 feet;

**THENCE** North 64° 06' 14" East, a distance of 307.05 feet to APS transformer TX22150, said transformer bears North 42° 12' 36" East of the Southwest corner of the parcel described in Exhibit "A" marked by a USDA aluminum cap AP-10.

**BEGINNING AGAIN** at Point "A";

**THENCE** South 32° 27' 56" East, a distance of 26.20 feet;

**THENCE** South 54° 20' 27" East, a distance of 18.87 feet;

**THENCE** South 71° 17' 59" East, a distance of 20.80 feet;

**THENCE** South 76° 46' 47" East, a distance of 35.24 feet;

**THENCE** South 70° 21' 45" East, a distance of 37.77 feet;

**THENCE** South 67° 53' 44" East, a distance of 74.78 feet;

**THENCE** South 62° 29' 03" East, a distance of 49.41 feet;

**THENCE** South 47° 45' 05" East, a distance of 93.54 feet to APS transformer N21451.