

SE 11 14N 2W
NE 14 14N 2W
34.599071, -112.436429
106-09-001A
106-18-069M
WA182268
MJB

RIGHT-OF-WAY EASEMENT

CITY OF PRESCOTT, an Arizona municipal corporation, (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 to: construct, install, reconstruct, replace, remove, repair, operate and maintain a line or lines of poles or towers, or other supporting structures and conductors or cables suspended thereon and supported thereby, and guys, anchorage, crossarms, braces, transformers, and underground conduits, conductors, pipes, cables, vaults, and manholes, and all other equipment, fixtures, and facilities, for the transmission and distribution of electricity and for all other purposes connected therewith, and for the transmission and distribution of telephone, audio and/or visual signal and other communication or data transmission purposes to, through, across, and beyond Grantor's Property (said electrical and telecommunication lines, facilities and fixtures collectively herein called "Grantee Facilities"); including the right to install down guys/anchorage where necessary as determined by Grantee within the Easement premises; together with the right of ingress and egress across the Grantor's Property to, from and along the Easement Premises and with the right to use lands adjacent to said Easement Premises during temporary periods of construction. Grantee is hereby authorized to permit others to use the Easement Premises for additional facilities jointly with or separately from the Grantee for their purposes

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.

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 or alter ground level by cut or fill within the limits of the Easement Premises without the prior written consent of Grantee.

Subject to all other provisions of this Easement, Grantor reserves the right to cultivate, graze, use and occupy the Easement Premises for any purpose consistent with the rights and privileges herein granted, and which do not interfere with or endanger any of the Grantee Facilities.

Grantee shall have the right to construct, modify and maintain access openings at such locations and of such dimensions as solely determined by Grantee in walls or fences which exist within the Easement Premises on the date this Easement is conveyed. Grantor shall, at its expense, provide Grantee openings at such locations and of such dimensions as solely determined by Grantee in future walls or fences within the Easement Premises. Grantor shall have the right to install gates across said openings and Grantor and Grantee shall have the right to use said gates, provided that any locked gates be subject to joint access by Grantor and Grantee by provision of a multiple locking device.

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 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"

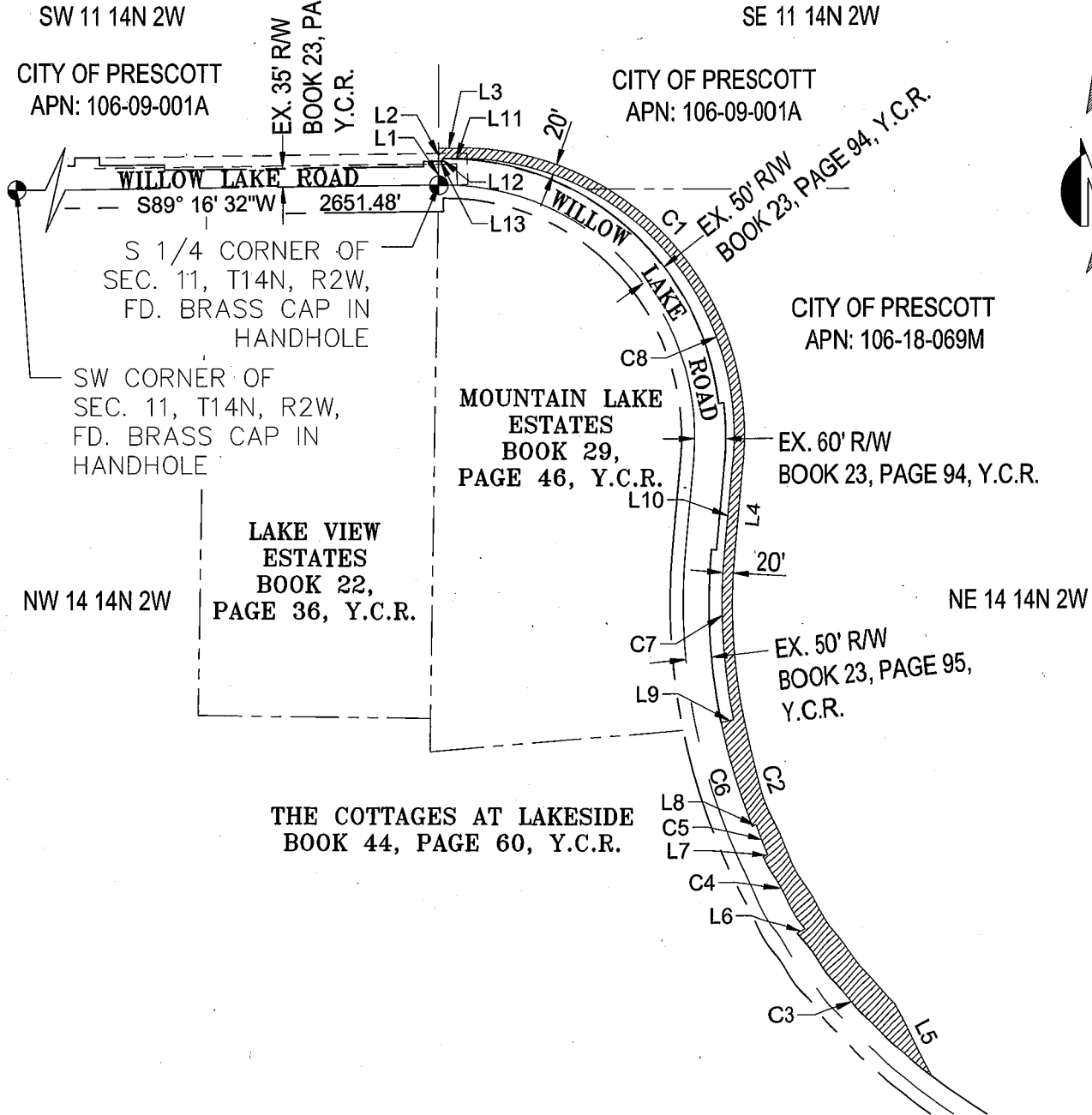
The South half of Section 11 and the Northeast Quarter of Section 14, Township 14 North, Range 2 West of the Gila and Salt River Base and Meridian, Yavapai County, Arizona;

EXCEPT the properties described in the following instruments:

1. Book 1230 of Official Records, Page 268 (Yavapai County) (Granite Dells Road).
2. Book 1662 of Official Records, Page 971 (Bryce & Larson, Inc.) (Mountain Lakes Estates).
3. Book 2265 of Official Records, Page 100 (Vista Del Lago) (Parcels 106-18-069F and 106-18-069L and Units 1, 2, 3 and 4 of Vista Del Lago Subdivision).

EXHIBIT "B"

SKETCH SHOWING LOCATION AND LIMITS OF
EASEMENT PREMISES



LEGEND

- EASEMENT PREMISES
- SECTION LINE
- EXISTING EASEMENT LINE
- PROPERTY LINE
- MONUMENT
- PROPERTY CORNER
- Y.C.R. YAVAPAI COUNTY RECORDS
- R/W RIGHT OF WAY

RIGHT-OF-WAY AREA
63,777.27 SF. OR 1.4641 ACRES±

JOB# WA182268 DATE: 06/23/2015	
SEC 11 & 14 T 14N R 2W	
SCALE: 1" = 200'	
R/W: MIKE BOUCHE	
SURVEY: WOOD/PATEL (W/P)	
DRAWN BY: W/P	SHEET 1 OF 2

EXHIBIT "B"

SKETCH SHOWING LOCATION AND LIMITS OF
EASEMENT PREMISES

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N00°00'00"E	45.00'
L2	N00°00'00"E	25.01'
L3	N89°21'42"E	36.92'
L4	S05°21'59"W	169.22'
L5	S27°37'22"E	154.51'
L6	N55°50'44"E	15.00'
L7	N64°05'44"E	10.00'
L8	S67°20'44"W	10.00'
L9	N78°16'12"E	24.63'
L10	N05°21'59"E	169.22'
L11	S89°21'42"W	29.23'
L12	S00°43'28"E	5.00'
L13	S89°16'32"W	7.97'

CURVE TABLE			
CURVE	RADIUS	LENGTH	DELTA
C1	545.00'	913.30'	96°00'55"
C2	1050.92'	939.12'	51°12'02"
C3	1110.92'	375.57'	19°22'12"
C4	1095.92'	157.80'	8°15'00"
C5	1085.92'	61.60'	3°15'00"
C6	1095.92'	206.43'	10°47'33"
C7	1070.92'	319.55'	17°05'47"
C8	525.00'	879.79'	96°00'56"

LEGEND

- EASEMENT PREMISES
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SEC 11 & 14 T 14N R 2W
SCALE: N.T.S.
R/W: MIKE BOUCHE
SURVEY: WOOD/PATEL (W/P)
DRAWN BY: W/P SHEET 2 OF 2