

**When recorded, mail to:
City of Prescott
City Clerk
P. O. Box 2059
Prescott, AZ 86302**

WATER LINE EASEMENT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged by each party to the other **GPS Properties, L.L.C.**, hereinafter called "**Grantor**", hereby grants to the **City of Prescott**, an Arizona municipality, hereinafter referred to as the "**Grantee**", its employees, agents, and designees, the non-exclusive right of ingress and egress over, under, and through the real property described in **Exhibit "A"** and depicted in **Exhibit "B"**, attached hereto and made a part hereof (the "**Easement Area**"), for a Water Line, to use and construct same, together with the right to construct, maintain and replace same (the "**Water Line Easement**").

This easement shall run with the land, and shall be perpetual unless earlier abandoned or vacated by the Grantee.

Grantor covenants and agrees not to perform any construction, excavation, or alteration upon or within said Easement Area, or perform any modifications to said property without prior written permission of the Grantee.

Grantor agrees not to construct any permanent building or wall upon said Easement Area.

Grantee agrees to return the ground cover and any landscaping to a condition as close as possible to that which existed before installations or any repair is made.

Use of the Easement Area shall at all times be subject to the terms and conditions contained on **Schedule 1** attached hereto and made a part hereof (the "**Easement Restrictions**").

Grantee shall be solely liable for and shall bear all risk of use of the Easement Area by Grantee and its respective employees, contractors, agents, and invitees. Grantee hereby indemnifies and agrees to hold Grantor and its successors and assigns harmless from any and all claims, damages, liabilities, and causes of action arising from use of the Easement Area by Grantee or its employees, contractors, agents, and invitees.

This Water Line Easement Agreement may be executed by the parties hereto in two or more counterparts, all of which shall constitute one and the same instrument.

EXHIBIT A

That portion of Government Lot 6 of Section 28 and the Northeast Quarter of Section 33, Township 14 North, Range 2 West, Gila and Salt River Meridian, Yavapai County, Arizona, being a portion of that certain parcel conveyed to GPS Properties, LLC in the Special Warranty Deed recorded February 11, 2019 in Instrument No. 2019-0006360, records of Yavapai County, Arizona, described as follows:

COMMENCING at the southwest corner of said parcel marked with a found 1/2-inch rebar with cap "LS 13941";

Thence North 00°14'00" East (recorded North 00°07'17" East, 263.75 feet) along the west line of said parcel and the Basis of Bearing, a distance of 264.00 feet to the northwest corner thereof marked with a found 1/2-inch rebar with cap "LS 13941";

Thence South 89°22'39" East (recorded South 89°38'32" East) along the north line of said parcel, a distance of 65.42 feet to the TRUE POINT OF BEGINNING;

Thence continuing South 89°22'39" East (recorded South 89°38'32" East) along said north line, a distance of 29.11 feet to a point;

Thence South 47°13'23" West a distance of 28.59 feet to a point;

Thence South 03°31'03" West a distance of 11.85 feet to a point;

Thence South 40°16'19" East a distance of 3.53 feet to a point;

Thence South 89°33'39" East a distance of 159.16 feet to a point;

Thence South 40°00'36" East a distance of 26.65 feet to a point;

Thence South 00°12'31" West a distance of 103.26 feet to a point;

Thence South 46°04'57" East a distance of 21.48 feet to a point;

Thence South 00°36'47" East a distance of 3.29 feet to a point;

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Thence South 89°38'53" East a distance of 3.01 feet to a point on the east line of said parcel;

Thence South 00°21'12" West (recorded South 00°12'10" West) along said east line, a distance of 20.00 feet to a point;

Thence North 89°38'53" West, leaving said east line, a distance of 2.67 feet to a point;

Thence South 00°36'47" East a distance of 68.22 feet to a point on the south line of said parcel;

Thence North 89°31'05" West (recorded North 89°35'31" West) along said south line, a distance of 20.00 feet to a point;

Thence North 00°36'47" West a distance of 57.64 feet to a point;

Thence North 88°52'39" West a distance of 25.80 feet to a point;

Thence North 01°07'21" East a distance of 20.00 feet to a point;

Thence South 88°52'39" East a distance of 25.19 feet to a point;

Thence North 00°36'47" West a distance of 5.10 feet to a point;

Thence North 46°04'57" West a distance of 21.65 feet to a point;

Thence North 00°12'31" East a distance of 104.49 feet to a point;

Thence North 40°00'36" West a distance of 10.10 feet to a point;

Thence North 89°33'39" West a distance of 159.10 feet to a point;

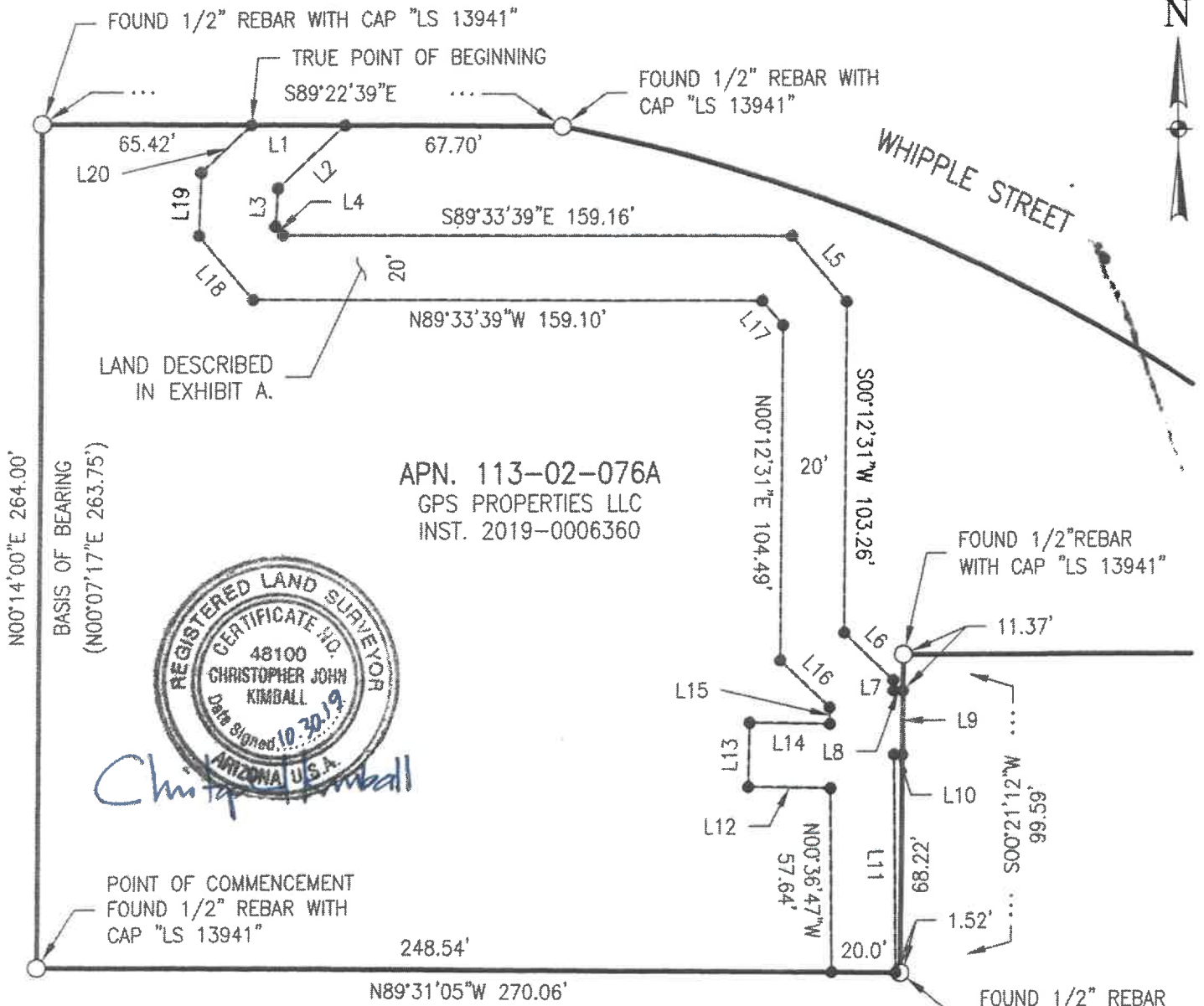
Thence North 40°16'19" West a distance of 26.20 feet to a point;

Thence North 02°15'03" East a distance of 19.57 feet to a point;

Thence North 47°13'23" East a distance of 21.55 feet to the TRUE POINT OF BEGINNING.

Containing 9,543 square feet, more or less.

EXHIBIT B



LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	S89°22'39"E	29.11'	L11	S00°36'47"E	68.22'
L2	S47°13'23"W	28.59'	L12	N88°52'39"W	25.80'
L3	S03°31'03"W	11.85'	L13	N01°07'21"E	20.00'
L4	S40°16'19"E	3.53'	L14	S88°52'39"E	25.19'
L5	S40°00'36"E	26.65'	L15	N00°36'47"W	5.10'
L6	S46°04'57"E	21.48'	L16	N46°04'57"W	21.65'
L7	S00°36'47"E	3.29'	L17	N40°00'36"W	10.10'
L8	S89°38'53"E	3.01'	L18	N40°16'19"W	26.20'
L9	S00°21'12"W	20.00'	L19	N02°15'03"E	19.57'
L10	N89°38'53"W	2.67'	L20	N47°13'23"E	21.55'



OCTOBER 30, 2019
 JOB NO. 19-057
 KELLEY/WISE ENGINEERING, INC.
 146 GROVE AVENUE
 PRESCOTT, AZ. 86301
 (928) 771-1730

Schedule "1"
(Easement Restrictions)

General Requirements

The following general requirements are considered minimum requirements for the Water Line Easement. These minimum requirements are incorporated into this Water Line Easement Agreement to avoid conflict with any existing easement rights. The City of Prescott (hereinafter referred to as "CITY") shall have non-exclusive use of the Easement Area for underground water lines. The CITY may not grant a license for use within the Easement Area. These requirements are a part of the Water Line Easement; they are applicable to the current property owner and run with the land to any future owner/owners. Contractors shall be required to meet these provisions. Any construction shall require an encroachment agreement with the CITY.

1. This Water Line Easement restricts the placement of a pipeline, conduit, structure, including block fencing, buildings, major landscaping components, any part of a structure or material storage, within the Easement Area both above and below ground.
2. An authorized CITY representative must be on site during any work performed on or across the Easement Area, and will remain as long as power excavation equipment is utilized.

Pre-Approved Crossings

1. Subject to paragraph 2 above and the following provisions, Grantor and its successors and assigns shall have the right to construct a roadway and utility crossing of the Easement Area subject to adopted City Standards.

Excavation

1. Plans for any excavation or filling in the Easement Area must be reviewed and approved prior to commencing any work. Excavating closer than 2 feet vertically or horizontally to the pipeline shall be done by hand until the pipe is exposed and shall be done only under the observation of an authorized CITY representative.
2. Any plowing or ripping of soil within the Easement Area, including agricultural, at depths greater than 1 foot will require specific authorization from the CITY.

Streets, Roads, and Driveways

1. Notice and approval of the CITY is required before any construction of a driveway within the Easement Area is undertaken. Construction of any street or road that would include the heavy vehicles such as semi-trucks or construction equipment within the Easement Area will require written notice to the CITY, a review of construction plans, with minimum pipeline cover requirements, prior to any construction. An opportunity for CITY to make a pipe inspection must be given prior to the start of any construction. A set of constructions plans reviewed and approved by the CITY is required.

2. Temporary easement surface crossings may be approved with notice to the CITY and prior authorization, some cover restrictions may apply.

Fences

1. Fence posts shall not be installed within 5 feet of the center of the pipeline, and the first post on either side of the pipe shall be set in hand dug holes. Also, the fences must be gated to allow vehicles ingress/egress along the Easement Area.
2. To perform normal inspections, maintenance, and repair, access through or around fences crossing the Easement Area must be provided. The CITY will provide access by providing gates on pre-existing fences to assure ingress/egress along the Easement Area. If fencing is removed for inspections, maintenance, and repair, it will be replaced with like materials in a like manner by the CITY, to the extent reasonably practicable.

Landscaping

1. Lawns and vegetable gardens are acceptable uses. No trees, shrubs, or permanent plantings are allowed. Lawns, flower beds, or gardens within the Easement Area may be damaged by inspections/surveys. Heavy maintenance may require total clearing of the Easement Area. No compensation is given to the owner to restore lawns or vegetable gardens under these circumstances.

Open Waterways

1. No open waterways, ditches, canals, drainage catchments, retention ponds, ponds, stock ponds, pools, etc. shall be allowed within 15 feet of the pipeline center line. Except a canal or ditch crossing at a 90 degree angle shall be allowed if pre-existing or with an encroachment agreement with the CITY.
2. Anyone altering (clearing, regrading, or changing alignment) a waterway within the Easement Area must obtain approval from the CITY prior to making changes, and obtaining an encroachment agreement.

General Requirements for Buried Line Crossings

1. All buried pipeline, power or telecommunication lines crossing the Easement Area shall be installed adhering to all applicable codes and requirements governing such installations. Before any installation, notification to the CITY and an encroachment agreement is required.
2. All buried pipeline, power or telecommunication lines crossing the Easement Area must cross on an angle at 90 degrees or as close to it as possible. This angle must be maintained across the entire width of the Easement Area. Depending on the type of line, minimal cover amounts are required.
3. No new foreign appurtenances (meters, poles, or drop boxes, etc.) shall be located within

the Easement Area without an encroachment agreement with the CITY.

4. A 6 inch wide vinyl burial warning tape shall be placed 12 to 18 inches above the crossing line and extend across the entire Easement Area, as a protective measure.
5. Communication lines (telephone, buried power lines, TV, or other data lines) shall be encased in a rigid nonmetallic conduit across the full width of the Easement Area and buried at a constant depth across the Easement Area.
6. Sewer and water lines shall adhere to these requirements.
7. No water collection basins, well drilling, septic drain fields, septic tanks or septic treatment facilities are permitted in the Easement Area.

Above Ground Utility Crossings

1. Power lines shall maintain a minimum of 30 feet of clearance over the Easement Area.
2. No future poles or other appurtenances shall be located in the Easement Area unless an encroachment agreement is obtained.

Penalties for Failure to Abide by Restrictions

1. Failure to follow or abide by these Easement Restrictions may be punishable as either a civil or criminal action to the fullest extent allowed by any federal, state, or local statutes, codes, ordinances, rules or regulations.
2. Owners will be liable to the City for any damage to City property within the Easement Area caused by the property owners' negligence in failing to abide by or follow the Easement Restrictions.

Contact Information

The CITY can/shall be contacted at Prescott Department of Public Works, telephone 928-777-1130. Any construction or changes to the Easement Area shall require an encroachment agreement. Contractors are required to adhere to these Easement Requirements.