

NW 19 T24S R27E  
31.334123, -109.646813  
408-34-008B  
WA725261  
TJP/JRG

## **CITY OF DOUGLAS - APS UTILITY EASEMENT**

**CITY OF DOUGLAS**, an Arizona municipal corporation, (hereinafter called "Grantor"), is the owner of the following described real property located in Cochise 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, 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.

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 within the limits of the Easement Premises without the prior written consent of Grantee. 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.

By accepting and utilizing this easement, 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 practicable, 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.

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.

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, **CITY OF DOUGLAS**, an Arizona municipal corporation, has caused this Utility Easement to be executed by its duly authorized representative, this \_\_\_\_ day of \_\_\_\_\_, 2024.

APPROVED AS TO FORM:

**CITY OF DOUGLAS**,  
an Arizona municipal corporation

\_\_\_\_\_  
City Attorney

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

STATE OF \_\_\_\_\_ }  
                                              } ss.  
County of \_\_\_\_\_ }

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2024 by  
\_\_\_\_\_ on behalf of City of Douglas, an Arizona municipal  
corporation.

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

Notary Seal

\_\_\_\_\_  
Notary Public

## **EXHIBIT “A”**

### **LEGAL DESCRIPTION OF GRANTOR’S PROPERTY AS RECORDED IN INSTRUMENT NUMBER 2016-00138, COCHISE COUNTY RECORDER’S OFFICE, COCHISE COUNTY, ARIZONA**

The West one-half, being five acres more or less, of the following described property:

Ten acres of land situated west of the City of Douglas, Cochise County, Arizona, and being ten acres off the west end of that certain homestead consisting of Lots 1, 2, 3 and 4, of Section 19; and Lots 1, 2, 3 and 4, of Section 20; and Lots 1, 2, 3 and 4, of Section 21; All in Township 24 South of Range 27 East of the Gila and Salt River Meridian, in Arizona, patented to J. M. French, and which said ten acres hereby conveyed was heretofore conveyed by said J. M. French to Wirt M. French, and by the said Wirt M. French to J. J. Benton, and by the said J. J. Benton to Frank Romer Benton, and by the said Frank Romer Benton to Frank Romer Benton Jr.

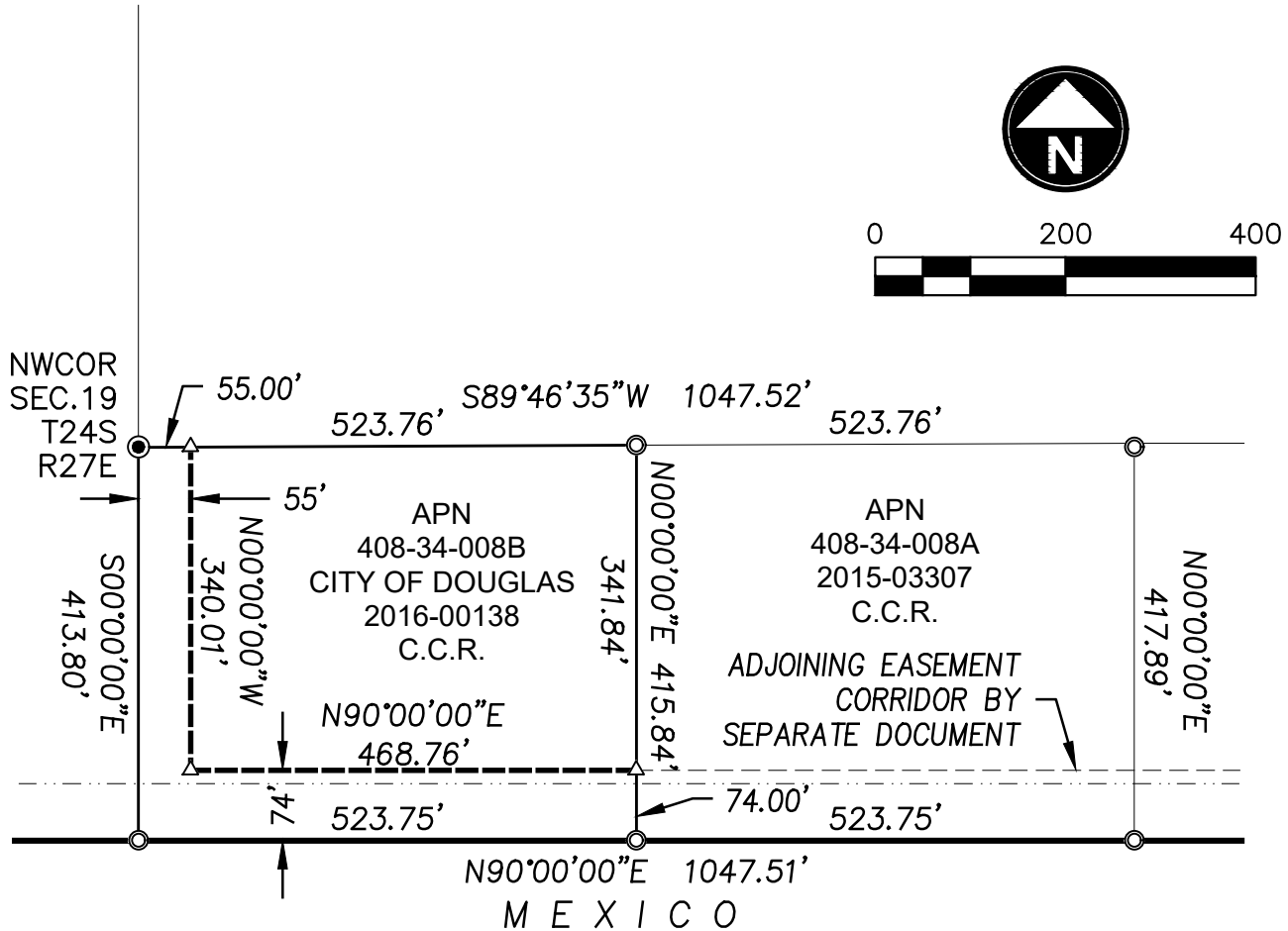
The east line of said west ten acres being parallel with the west line of Lot 4 of Section 19, Township 24 South, Range 27 East, Gila and Salt River Meridian, Cochise County, Arizona, as described in Deed of Real Estate Book 54 Page 358, Book 54 Page 527 and Book 55 Page 196; as filed in the office of the Cochise County Recorder.

APN: 408-34-008B

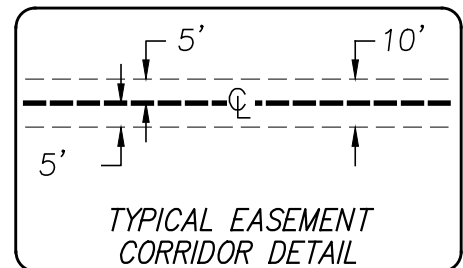
# EXHIBIT "B"

## ARIZONA PUBLIC SERVICE COMPANY

SKETCH SHOWING THE LOCATION AND  
LIMITS OF UTILITY EASEMENT.



EASEMENT AREA  
8,087.66 SQ. FT.  
0.186 ACRES



### LEGEND

- SECTION CORNER
- PARCEL CORNER
- △ EASEMENT ANGLE OR TERMINATION POINT
- SECTION LINE
- PARCEL BOUNDARY
- INTERNATIONAL BORDER
- 60' ROOSEVELT R/W PROCLAMATION 758 (1907)
- PROPOSED CENTER LINE OF 10' WIDE EASEMENT



NW 1/4 SEC. 19 T 24S R 27E  
SURVEY FERGUSON LAND SERVICES  
DRAWN: JWS VERSION: 3  
DATE: 09-30-24 JOB NO. WA725261  
SCALE: 1"=200' SHEET: 1 OF 1