

NW¼ Sec 19-24S-24E
NE¼ Sec 24-24S-23E
31.334589, -109.952966
APN 102-57-004
DNR

UTILITY EASEMENT

GERALD ALAN EBERWEIN, a single man (hereinafter called "Grantor"), is the owner of the following described real property located in Cochise County, Arizona (hereinafter called "Grantor's Property"):

Lots 600, 602, 604, 606, 608 Block 4, NACO TOWNSITE according to Book 1 of Maps & Plats at pages 138 and 139, and the abandoned portion of alleyway as recorded in docket 645 page 418 in filed in Office of the County Recorder, Cochise County, Arizona.

If and when the undersigned Grantor obtains title to the following described property, the 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 "A" ATTACHED HERETO AND MADE A PART HEREOF

Grantee is hereby granted the right within the Easement Premises 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.

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.

EXHIBIT “A”

A Strip of land being 15.00 feet in width lying within a portion of public rights-of-way which adjoins Block 4 of NACO TOWNSITE, according to Book 1 of Maps and Plats at pages 138 and 139, Office of the County Recorder, Cochise County, Arizona, said strip is 7.5 feet on each side of the following described centerline;

COMMENCING at the Northwest corner of said Block 4 of NACO TOWNSITE;

Thence West along the prolongation of the North line of said Block 4, a distance of 5.00 feet to the POINT OF BEGINNING of said centerline;

Thence Southerly along and 5.00 feet west of and parallel to the West line of said Block 4, a distance 8.00 feet;

Thence South 6°00'00" West, a distance of 130.00 feet to the POINT OF TERMINUS of said centerline.