

WHEN RECORDED, RETURN TO:

**ELECTRICAL DISTRICT NO. 3 OF PINAL COUNTY
41630 W. LOUIS JOHNSON DRIVE
MARICOPA, ARIZONA 85138-5402**

EASEMENT FOR ELECTRIC LINE

In consideration of One Dollar (\$1.00), the receipt of which is hereby acknowledged,

The City of Maricopa

[GRANTOR],

(hereinafter referred to as "Grantor"), grants **ELECTRICAL DISTRICT NO. 3 OF PINAL COUNTY, ARIZONA (ED3)**, (hereinafter referred to as "District") its successors and assigns, a non-exclusive easement to construct, operate, and maintain electric lines across, over, and under, the surface of the premises described in Exhibit A, which is attached hereto and incorporated herein by reference, (hereinafter referred to as "Easement Property") situated in **PINAL COUNTY, ARIZONA**, together with the rights to repair, replace, maintain, and remove said line from the Easement Property, to trim or remove any trees or shrubs that in the judgment of the District may interfere with the construction or endanger the operation of said lines. Grantor shall not construct any building within the Easement Property. Grantor shall not plant any trees, place any structure, drill any well, store materials of any kind, alter ground level by cut or fill, or permit residential uses within the Easement Property unless such activity or use does not unreasonably interfere with Grantee's Easement rights and privileges. Notwithstanding the foregoing, Grantor may cause certain improvements to be constructed on the Easement Property including without limitation, landscaping or other similar forms of improvements in and over the Easement Property, provided such improvements shall not materially interfere with the nonexclusive rights granted herein. Grantor agrees after his date hereof not to plant any trees within ten feet (10') of the center line of the easement hereby granted.

Upon the written consent of Grantor, such consent not to be unreasonable withheld, the District shall have the perpetual right to license, permit or otherwise agree to the joint use or occupancy of the line or system by any other person, association or corporation for electrification, telephone or telecommunications purposes or voice, visual or data transmission purposes or any other related purposes, provided said joint use is in accordance with the National Electric Safety Code and any other applicable standards or practices common to the utility industry in the interest of public safety. By accepting this easement, the District agrees to exercise reasonable care to avoid damage to said premises and all property that may at any time be thereon.

Upon completion of construction, maintenance, relocation, or removal of such electric lines and/or system, the District shall, at its cost and expense, restore the Easement Property to substantially the same condition as existed before such construction, maintenance, relocation or removal, to the extent practicable under the current conditions, and repair any and all damage to the Easement Property that may be caused by virtue of such work, excluding any vegetation, plants, bushes or trees that have been planted on the Easement Property.

The District and/or its successor and assigns agree to indemnify and hold Grantor and/or its successor and assigns harmless for, from and against any and all liability, loss, cost or expense arising out of the District's use of the Easement Property; provided that the District shall not be responsible for any claims arising from the negligence or intentional conduct of Grantor, its employees, its agents or independent contractors and the District shall have no responsibility for pre-existing environmental contamination or liabilities.

Said easement, as described in Exhibit "A", being **10.00 feet** in width, with an additional **3.00 feet** on the non-door or non-operational sides of equipment and **12.00 feet** additional on door-side or operational sides of equipment.

GRANTOR:

City of Maricopa

[INSERT GRANTOR NAME – PLEASE PRINT]

By:

Please Print: _____

Signature: _____

Its:

Please Print: _____

STATE OF _____)

COUNTY OF _____) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____

20_____, by _____

the _____, of _____

a(n) _____

My Commission Expires: _____

Notary Public

DISTRICT

ELECTRICAL DISTRICT NO. 3 OF PINAL COUNTY, ARIZONA

By:

Please Print: _____

William H. Stacy

Signature: _____

Its:

Please Print: _____

CEO/General Manager

STATE OF Arizona)

COUNTY OF Pinal) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____

20_____, by _____

the _____, of _____

a(n) _____

My Commission Expires: _____

Notary Public

EXHIBIT A ELECTRIC EASEMENT

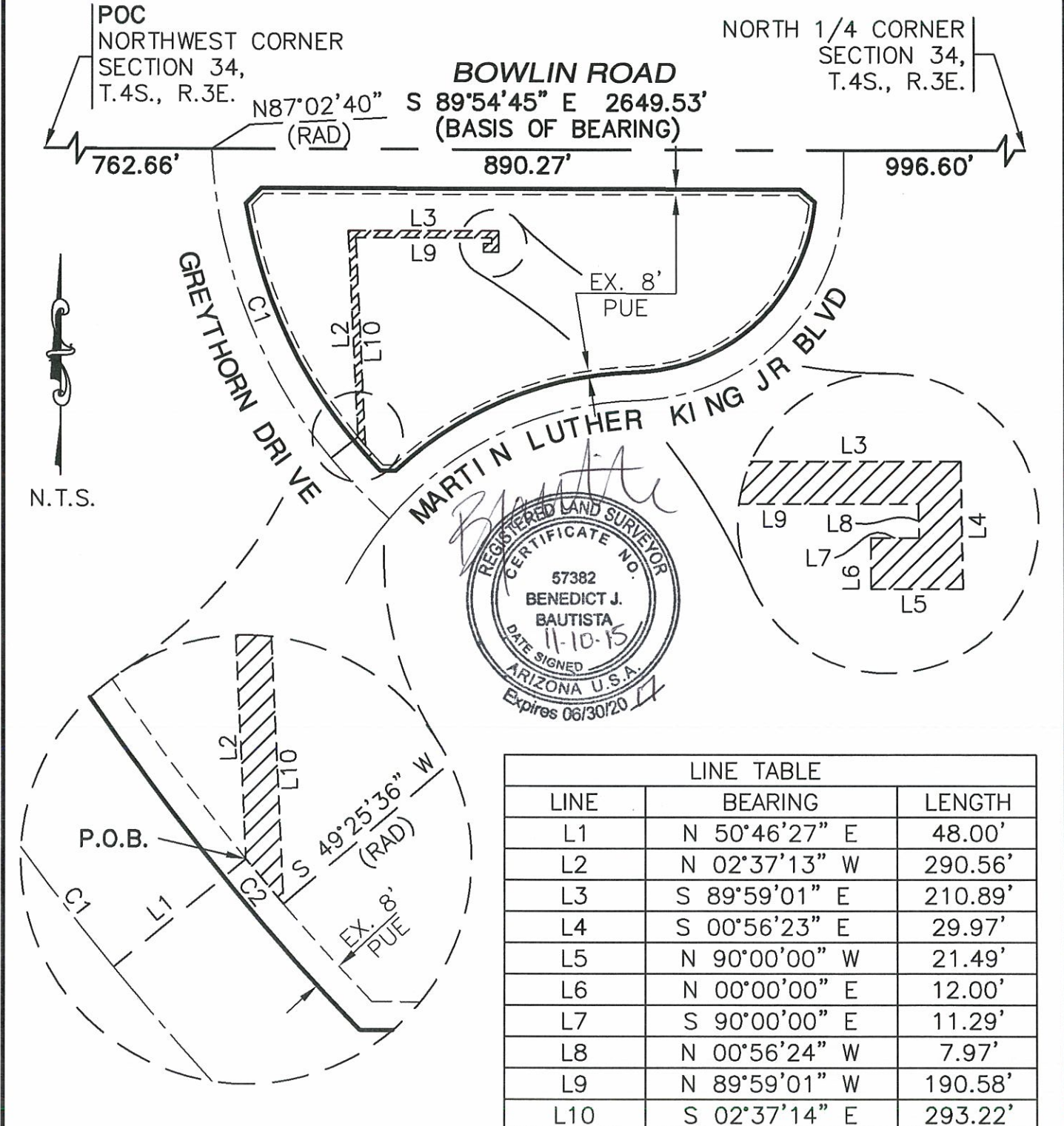


EXHIBIT A
LEGAL DESCRIPTION

ELECTRIC EASEMENT

A PORTION OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 4 SOUTH, RANGE 3 EAST OF THE GILA AND SALT RIVER MERIDIAN, PINAL COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 34, FROM WHICH THE NORTH QUARTER CORNER BEARS S. 89°54'45" E. (BASIS OF BEARING), A DISTANCE OF 2649.53 FEET AS SHOWN ON THE MAP OF DEDICATION (M.O.D.) FOR MARICOPA COUNTY AQUATIC CENTER AND REGIONAL PARK RECORDED IN FEE NUMBER 2014-053174, PINAL COUNTY RECORDS (P.C.R.)

THENCE S. 89°54'45" E. ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 762.66 FEET TO THE POINT OF INTERSECTION OF SAID NORTH LINE AND THE CENTERLINE OF GREYTHORN DRIVE AS SHOWN ON SAID M.O.D., ALSO, THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING RADIUS THAT BEARS N. 87°02'40" E., A DISTANCE OF 750.00 FEET;

THENCE SOUTHEASTERLY ALONG SAID CENTERLINE OF GREYTHORN DRIVE AND SAID CURVE THROUGH A CENTRAL ANGLE OF 36°16'13", AN ARC LENGTH OF 474.78 FEET TO A POINT ON THE CENTER LINE OF GREYTHORN DRIVE.

THENCE DEPARTING PERPENDICULAR TO SAID CENTERLINE OF GREYTHORN DRIVE, N. 50°46'27" E., A DISTANCE OF 48.00 FEET TO A POINT ON THE SAID EAST LINE OF AN EXISTING PUBLIC UTILITY EASEMENT AS SHOWN ON SAID M.O.D., ALSO, POINT BEING **THE POINT OF BEGINNING**;

THENCE N. 02°37'14" W., A DISTANCE OF 290.56 FEET;

THENCE S. 89°59'01" E., A DISTANCE OF 210.89 FEET;

THENCE S. 00°56'24" E., A DISTANCE OF 29.97 FEET;

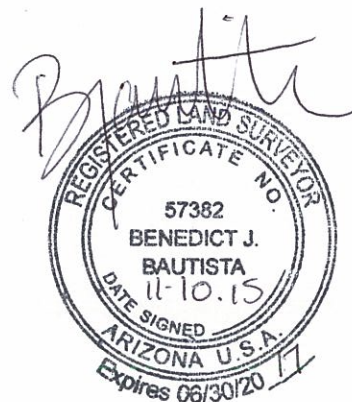
THENCE N. 90°00'00" W., A DISTANCE OF 21.49 FEET;

THENCE N. 00°00'00" E., A DISTANCE OF 12.00 FEET;

THENCE S. 90°00'00" E., A DISTANCE OF 11.29 FEET;

THENCE N. 00°56'24" W., A DISTANCE OF 7.97 FEET;

THENCE N. 89°59'01" W., A DISTANCE OF 190.58 FEET;



THENCE S. 02°37'14" E., A DISTANCE OF 293.22 FEET TO A POINT ON SAID EAST LINE OF AN EXISTING PUBLIC UTILITY EASEMENT, ALSO, POINT BEING ON A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS THAT BEARS N. 49° 25' 36.11" E., A DISTANCE OF 702.00 FEET;

THENCE ALONG SAID EAST LINE OF AN EXISTING PUBLIC UTILITY EASEMENT, NOTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°20'51", A DISTANCE OF 16.51 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBED EASEMENT CONTAINS AN AREA OF 5,313 SQUARE FEET OR 0.12 ACRES MORE OR LESS.

