

33.046619°
-111.995966°
SW ¼ Sec. 30 , T4S, R4E
Safety number 12-00184
C.E.B.

EASEMENT ENCROACHMENT PERMIT
AND INDEMNIFICATION AGREEMENT

For
City of Maricopa - City Hall

This Easement Encroachment Permit and Indemnification Agreement (the "Agreement") is entered into this ____ day of _____, 2012, by and between the City of Maricopa, a municipal corporation ("COM") and **Arizona Public Service Company**, an Arizona corporation ("APS").

RECITALS:

- A. APS retains a RIGHT OF WAY EASEMENT across a certain parcel(s) of land, as described on **EXHIBIT A**, attached hereto and by this reference made a part hereof, situated in the Southwest Quarter of Section 30, Township 4 South, Range 4 East, of the Gila and Salt River Base and Meridian, Pinal County, Arizona, for the construction, operation and maintenance of electric transmission lines, hereinafter referred to as (the "Easement Area").
- B. APS presently has a 230,000-volt transmission line along with appurtenant fixtures within the Easement Area (the "Line").
- C. COM wishes to encroach upon the Easement Area by constructing a landscaped paved entrance to the City Hall Building. ("the Improvements") in the limits of our Easement Area, in the locations shown on the plans prepared for the City of Maricopa, (the "Plans").

See Attached Plans

- D. APS is willing to allow said encroachment upon the terms and conditions contained herein.

PROMISES AND COVENANTS:

NOW, THEREFORE, in consideration of the foregoing recitals and in further consideration of the following covenants, promises, and provisions, the parties hereby agree as follows:

1. APS hereby authorizes COM and their contractors at their sole cost and expense, to construct, operate, use and maintain the Improvements within the Easement Area in the locations and heights as shown on, and in conformance with, the Plans.
2. COM shall comply with all applicable federal, state, and local laws, regulations, and ordinances including, but not limited to OSHA, National Electrical Safety Code ("NESC"), National Electrical Code ("NEC"), and Arizona Revised Statutes ("ARS"). Further, all applicable minimum clearances shall be maintained at all times between the Lines and any persons,

equipment, vehicles, improvements, or materials used during the construction, operation, maintenance, and/or repair of the Improvement.

3. This Agreement does not convey any third party rights to COM for the use of the Easement Area without the consent of the underlying landowner.
4. Encroachments other than the Improvement above referenced, are not permitted within the Easement Area without the further consent of APS.
5. COM shall indemnify, hold harmless and waive all claims against APS, its employees, agents, and representatives, for any and all alleged or actual claims, demands, suits, losses, costs, and damages of every kind and description, including any attorneys' fees or litigation expenses, on account of loss of or damage to any property, or for injury to or death of any person caused by, arising out of, or contributed to, in whole or in part, by reason of the location, construction, operation, use, or maintenance, of the Improvement within the Easement Area; provided however, that this indemnification, waiver, and release shall not extend to sole negligence of APS.
6. COM further hereby indemnifies APS against loss of revenue if resulting directly from damages to APS' lines, appurtenant facilities or equipment located within the Easement Area if such damages arise solely from the actions of COM, its employees, agents, or representatives during the use of the Easement.
7. This Agreement shall in no way limit or restrict APS' rights granted under the Easement, including the right to add to or remove electric facilities on the Easement Area. COM shall not interfere with APS' use of the Easement Area or APS' business conducted thereon.
8. COM shall maintain at all times, and without limiting COM's indemnification obligations under items 5. and 6. above, Commercial General Liability or Umbrella Liability insurance with a combined single limit of at least one million dollars (\$1,000,000) each occurrence for bodily injury and property damage. The policy shall cover bodily injury, property damage, and contractual liability. The policy shall name APS as an additional insured and stipulate that the insurance shall be primary insurance and that any insurance carried by APS shall not be contributory insurance. COM and its insurers providing the required coverage shall waive all rights of recovery against APS, and its affiliates, directors, officers, employees, and agents. Upon APS' request, COM shall provide documentary evidence in a form and content acceptable to APS, whose acceptance shall not be unreasonably withheld, confirming to its satisfaction that the required insurance coverage has been obtained and will remain in effect as required by this agreement.
9. 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 APS and COM.
10. COM and their contractors agree to contact APS at (602) 250-2173, prior to construction to arrange a meeting to discuss the project and ensure that all applicable safety requirements including, but not limited to, OSHA, NESC, NEC, ARS, and APS safety requirements will be maintained at all times.

(PARCEL LEGAL DESCRIPTION)

Per Special Warranty Deed Recorded at Instrument Number 2008-123625, Pinal County
Recorder's Office

That portion of the Southwest quarter of Section 30 and a portion of the Northwest quarter of Section 31, all lying within Township 4 South, Range 4 East of the Gila and Salt River Meridian, Pinal County, Arizona, described as follows:

BEGINNING at a rebar with tag marked 35325 accepted as the Southwest corner of said Section 30 from which a rebar accepted as the West quarter corner thereof bears North 00 degrees 14 minutes 31 seconds East, a distance of 2679.62 feet;

Thence along the West line of said Southwest quarter North 00 degrees 14 minutes 31 seconds East, a distance of 2,009.72 feet to the South line of the North half of the North half of said Southwest quarter;

Thence along said South line South 88 degrees 55 minutes 05 seconds East, a distance of 2,625.58 feet to the East line of said Southwest quarter;

Thence along said East line South 00 degrees 08 minutes 08 seconds West, a distance of 1,592.14 feet;

Thence leaving said East line North 89 degrees 12 minutes 52 seconds West, a distance of 227.01 feet of said Southwest quarter;

Thence along said West line South 00 degrees 08 minutes 08 seconds West, a distance of 404.03 feet to the South line of said Southwest quarter;

Thence along said South line North 89 degrees 12 minutes 52 seconds West, a distance of 49.00 feet to the West line of the East 276.00 feet of the Northwest quarter of said Section 31;

Thence along said West line South 00 degrees 22 minutes 08 seconds West, a distance of 276.01 feet to the South line of the North 276.00 feet of said Northwest quarter;

Thence along said South line South 89 degrees 12 minutes 52 seconds East, a distance of 276.01 feet to the East line of said Northwest quarter;

Thence along the East line of said Northwest quarter South 00 degrees 22 minutes 08 seconds West, a distance of 116.17 feet;

Thence leaving said East line North 89 degrees 46 minutes 36 seconds West, a distance of 2,627.85 feet to the West line of said Northwest quarter;

Thence along said West line North 00 degrees 13 minutes 24 seconds East, a distance of 477.97 feet to the POINT OF BEGINNING.



Gensler

201 E Washington Street
Suite 750
Phoenix, AZ 85018
Tel: 602.523.4900
Fax: 602.523.4949

LAND USE DATA

PARCEL NUMBER: 502-03-012E
SECTION: 30 TOWNSHIP: 04S RANGE: 4E
ZONING: TR-1- TRANSITIONAL ZONE
CURRENT LAND USE: AGRICULTURAL
PROPOSED LAND USE: GOVERNMENTAL STRUCTURE

SITE AREA:

PROPOSED SCOPE OF WORK:
GROSS ACRES: +/- 10.29 ACRES (+/- 448,232 S.F.)
NET ACRES: +/- 6.97 ACRES (+/- 339,768 S.F.)
TOTAL BUILDING AREA +/- 1.29 ACRES (+/- 56,000 S.F.)

OVERALL PROPERTY:
GROSS ACRES: +/- 130.54 ACRES (+/- 5,686,322 S.F.)
NET ACRES: +/- 116.55 ACRES (+/- 5,076,918 S.F.)

REQUIRED OPEN SPACE: 10% OF NET ACREAGE
PROVIDED OPEN SPACE: 38.45 % = 2.68 ACRES

PARKING:

PARKING REQUIRED: 1/300 S.F.
CITY HALL: 150
POLICE: 37
TOTAL: 187

PARKING PROVIDED:

CITY HALL: 192
POLICE: 96
TOTAL: 288

Date	Issue Description	By	Check
09.22.11	PRE APPLICATION	OR	LGC

SHEET NOTES

- 00 00 01 BOWLIN ROAD CENTER LINE
- 00 00 04 CULVERT
- 00 00 05 EXISTING EDGE OF PAVEMENT
- 00 00 06 EXISTING ELECTRIC OVERHEAD
- 00 00 07 EXISTING RIGHT OF WAY
- 00 00 08 EXISTING WATER
- 00 00 09 EXISTING AC PAVEMENT
- 00 00 10 EXISTING POWER EASEMENT
- 00 00 11 FUTURE ROADWAY IMPROVEMENTS
- 00 00 12 FUTURE SIDEWALK
- 00 00 13 NEW RIGHT OF WAY
- 00 00 14 NEW 16" POTABLE WATER
- 00 00 15 NEW 12" RECLAIMED WATER
- 00 00 16 NEW 24" SEWER
- 00 00 19 WHITE & PARKER ROAD CENTER LINE

Seal/Signature

NOT FOR CONSTRUCTION

Project Name
CITY HALL COMPLEX, CITY OF MARICOPA

Project Number
57.6205.000

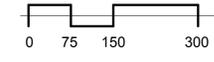
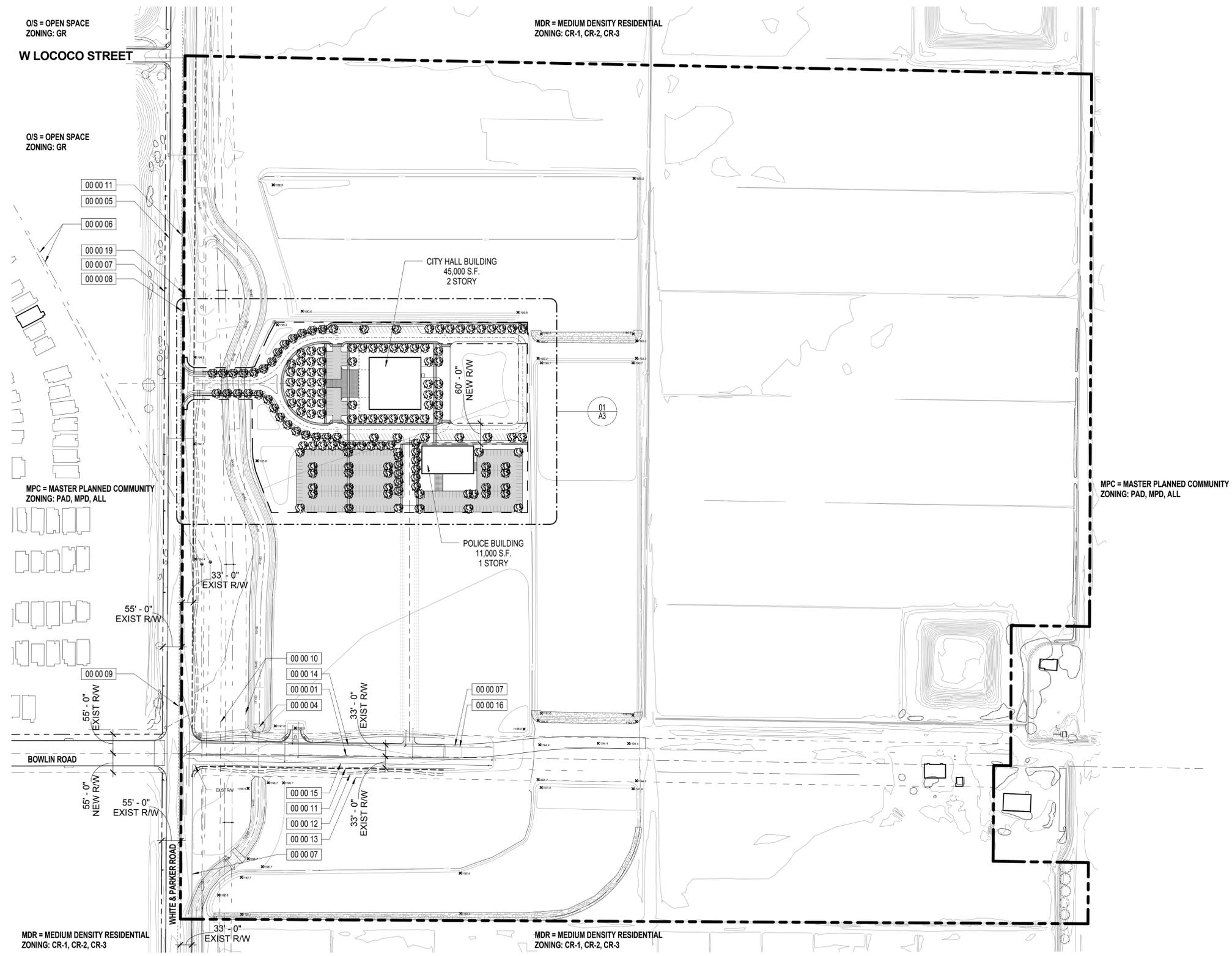
Description
OVERALL SITE PLAN

Scale
AS NOTED



A2

© 2011 Gensler



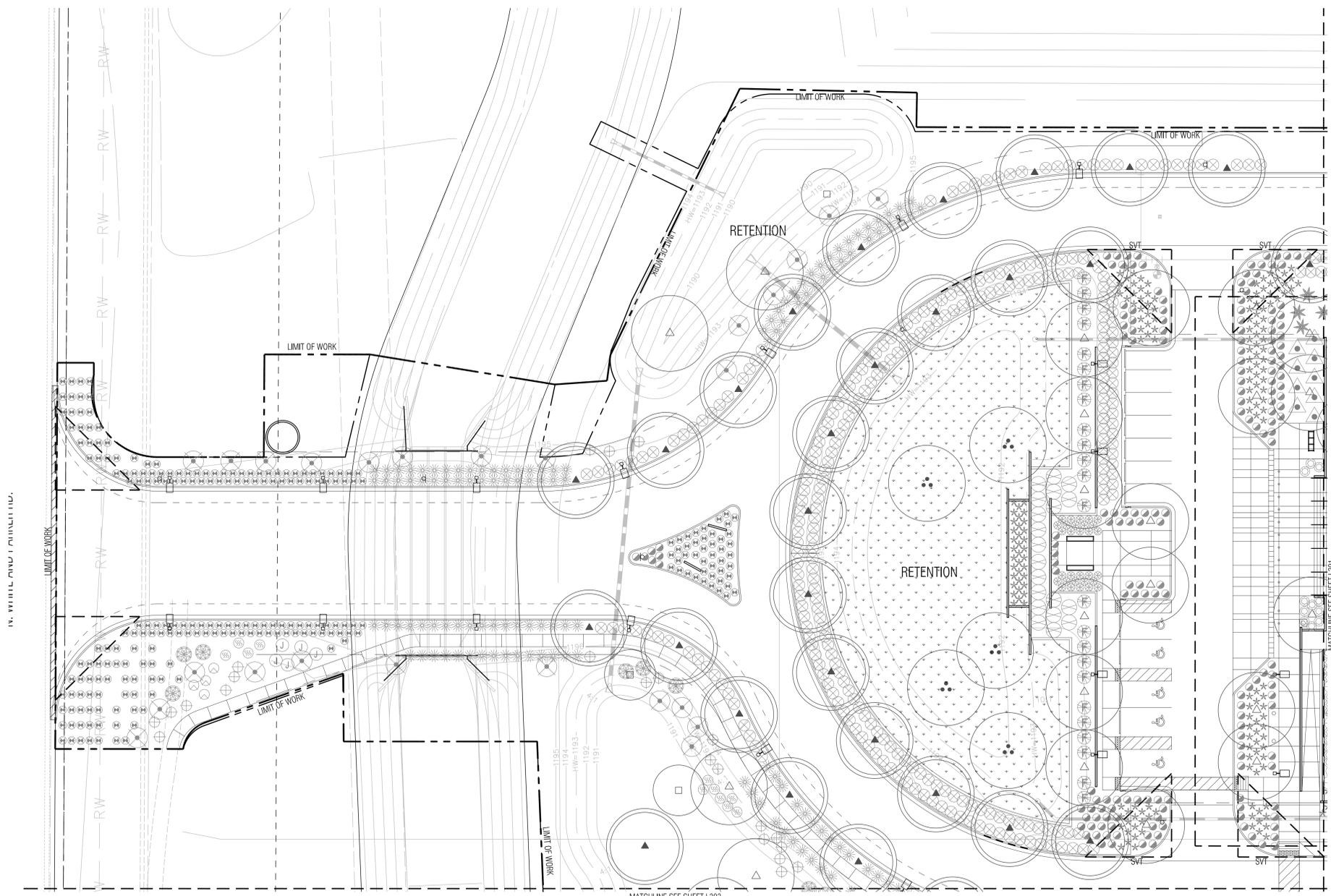
OVERALL SITE PLAN

SCALE: 1" = 150'-0"

01



CITY OF MARICOPA
CITY HALL COMPLEX



PLANT LEGEND:

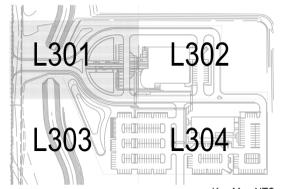
SYMBOL	TYPE	SIZE
TREES		
□	<i>Chilopsis linearis</i>	24" Box
○	'Lucicola Hamilton'	
○	Desert Willow	
○	<i>Olneya tesota</i>	36" - 54" Box
○	Ironwood	
○	<i>Cercidium praecox</i>	24" Box
○	Palo Brea	
○	<i>Cordia boissieri</i>	24" Box
○	Texas Olive	
○	<i>Prosopis hybrid 'Phoenix'</i>	24" Box
○	Thornless Hybrid Mesquite	
○	<i>Quercus virginiana</i>	24" Box
○	Live Oak	
SHRUBS		
○	<i>Calliandra eriophylla</i>	1 Gallon
○	Native Fairy Duster	
○	<i>Dodonaea viscosa</i>	1 Gallon
○	Hopbush	
○	<i>Eriocaula farinosa</i>	1 Gallon
○	Brittlebush	
○	<i>Ericameria laricifolia</i>	1 Gallon
○	Turpentine Bush	
○	<i>Justicia californica</i>	1 Gallon
○	Chuparosa	
○	<i>Jasminum sambac</i>	1 Gallon
○	Arabian Jasmine	
○	<i>Larrea tridentata</i>	5 Gallon
○	Cholla	
○	<i>Ruellia brittoniana</i>	1 Gallon
○	Ruellia	
○	<i>Simmondsia chinensis</i>	5 Gallon
○	Jojoba	
○	<i>Sphaeralcea ambigua</i>	1 Gallon
○	Globe Mallow	
○	<i>Tecoma stans 'Gold Star'</i>	5 Gallon
○	Arizona Yellow Bells	
○	<i>Tecoma stans</i>	5 Gallon
○	Orange Jubilee	
○	<i>Caesalpinia gilliesii</i>	5 Gallon
○	Yellow Bird of Paradise	

SYMBOL	TYPE	SIZE
ACCENTS		
○	<i>Aloe barbadensis</i>	5 Gallon
○	Yellow Blooming Medicinal Aloe	
○	<i>Asclepias subulata</i>	5 Gallon
○	Desert Milkweed	
○	<i>Cercus purpurianus</i>	5 Gallon
○	Paruvian Cactus	
○	<i>Dasylirotia quadrangulatum</i>	5 Gallon
○	Toothless Desert Spoon	
○	<i>Euphorbia ingens</i>	5 Gallon
○	Chocolate Drop Candelebra	
○	<i>Hesperaloe funifera</i>	5 Gallon
○	Giant Hesperaloe	
○	<i>Hesperaloe parvifolia</i>	1 Gallon
○	Red Yucca	
○	<i>Hesperaloe parvifolia 'Perla'</i>	1 Gallon
○	Brakeleghts red yucca	
○	<i>Nothola microcarpa</i>	5 Gallon
○	Beargrass	
○	<i>Pedilanthus macrocarpus</i>	5 Gallon
○	Slipper Plant	
○	<i>Portulacaria afra</i>	1 Gallon
○	Elephant's Food	
○	<i>Yucca baccata</i>	5 Gallon
○	Banana Yucca	
○	<i>Yucca rupicola</i>	5 Gallon
○	Twist Leaf Yucca	
○	<i>Opuntia engelmannii</i>	5 Gallon
○	Native Prickly Pear	
VINES		
○	<i>Campsis radicans</i>	1 Gallon
○	Trumpet Vine	
GROUNDCOVER / PERENNIALS		
○	<i>Tradescantia pallida</i>	1 Gallon
○	Purple Heart	
○	<i>Lantana sp. 'New Gold'</i>	1 Gallon
○	New Gold Lantana	
○	Turf	

Gensler
201 E Washington Street
Suite 750
Phoenix, AZ 85004
Tel: 602.523.4900
Fax: 602.523.4949

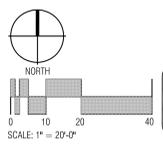
Ten Eyck
landscape architects
808 east osborn road, no. 100
phoenix, arizona 85014
tel: 602.468.2502
fax: 602.468.5775

Date	Issue Description	By	Check
04.16.12	ISSUE FOR PERMIT/GMP	JB	RS



General Note

Any use, in whole or in part, of the information contained in this instrument of services for other than the specific purposes and site for which it was intended and for other than the client for whom it was prepared is forbidden unless expressly permitted in writing in advance by Ten Eyck Landscape Architects, Inc. and TEA, Inc. shall have no liability to any use of this information without their written consent.



ARIZONA BLUE STAKE
SCALE: 1" = 20'-0"



Project Name
CITY HALL COMPLEX, CITY OF MARICOPA

Project Number
57.6205.000

Description
PLANTING PLAN

Scale
AS NOTED

L301