

**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

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***[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 fifteen feet (15') 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 **8.00 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.

)

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.

)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_  
20\_\_\_\_\_, by \_\_\_\_\_  
the \_\_\_\_\_, of \_\_\_\_\_  
a(n) \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

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