

WHEN RECORDED, RETURN TO:

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

GRANT OF ELECTRIC EASEMENT

THIS GRANT OF ELECTRIC EASEMENT (the “**Agreement**”) is made effective as of December 18, 2019, between Pinal County (the “**Owner**”), and Electrical District No. 3 of Pinal County, Arizona, a political subdivision of the State of Arizona (the “**District**”).

RECITALS

A. Owner is the fee owner of certain real property in Pinal County, Arizona (the “**Owner’s Property**”). Owner and District desire to enter into this Agreement pursuant to which Owner will grant to District an easement for certain Facilities (as hereinafter defined) affecting a portion of the Owner’s Property according to the terms set forth herein.

B. The easement shall be over the portion of the Owner’s Property described on Exhibit A, attached hereto and made a part hereof by reference (the “**Easement Premises**”).

AGREEMENT

In consideration of the sum of ten dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Grant of Easement.** Owner hereby grants to District and its agents, employees, contractors, permittees, successors and assigns, the exclusive and perpetual right, privilege, easement and authority to construct, reconstruct, install, alter, replace, improve, remove, repair, operate, inspect and maintain a primarily underground electric distribution and transmission system and all related uses thereof, together with all below and above ground installations and facilities which District may now or hereafter deem necessary or convenient in connection therewith, including without limitation all anchors, conduits, distribution and signal wires, insulators, switches and

switch cabinets, splice boxes, transformers, conductors, cables, pipes, vaults, manholes and other necessary or convenient appurtenances, improvements, equipment, appliances, facilities and fixtures (collectively, the “**Facilities**”) relating to the distribution and transmission of electric power, telephone, audio, visual, internet or other communication or data transmission services in, over, under, across, along and upon the Easement Premises, as District may now or hereafter deem convenient or necessary from time to time, together with full and free vehicular and pedestrian ingress and egress over, across and upon the Easement Premises and over, across and upon all property of Owner adjacent thereto as may be necessary to provide access to and from the Easement Premises for the purposes herein permitted and the right to use lands adjacent to said easement for access, storage of dirt, fill or other construction materials or equipment or otherwise during temporary periods of construction. Owner also grants to District the perpetual right to license, permit or otherwise agree to the joint use or occupancy of the Easement Premises or the Facilities by any other person, company, association, or corporation for electrification, telephone or telecommunications purposes or voice, visual or data transmission purposes or any other practical purposes.

2. Conditions of Easement.

2.1 District, its agents, employees, contractors and permittees and its successors and assigns, shall have the right (but not the obligation) to trim, cut and clear brush, trees, timber, or other vegetation, structures, and all fire hazards on the Easement Premises, and the right to remove trees, if any, located on lands of Owner beyond the limits of the Easement Premises, whenever in its judgment the same shall be necessary for the convenient and safe exercise of the rights herein granted. District shall have the right to assess the costs of its activities pursuant to this Section against Owner if such activities are necessitated by breach of Owner’s obligations under Section 2.2.

2.2 Owner hereby covenants that no change will be made to the Easement Premises by grading or otherwise that would materially adversely affect District’s use and enjoyment of the Easement Premises for the purposes described in Section 1 without the prior written consent of District in its sole discretion. Without limiting the foregoing, Owner, its successors, assigns or licensees, shall not place, install, construct or maintain or permit to be placed, installed, constructed or maintained any building or other structure, plant or allow the growth or spread of any trees or other vegetation, drill any well, store any materials of any kind, or excavate or alter ground level by cut or fill, within or affecting the Easement Premises, except with the written approval of District in its sole discretion. Owner shall also not plant any trees within 20.00 feet of the centerline of the Easement Premises. This paragraph does not prohibit the use of the Easement Premises for such purposes as grass landscaping, paved parking, sidewalks and/or driveways, provided that such use is otherwise in accordance with the terms of this Agreement, and does not interfere with the efficient operation and maintenance of the Facilities, including access thereto.

2.3 No delay in the construction of or removal or cessation of use of any Facilities shall be deemed to constitute an abandonment of the Easement Premises or any portion thereof. The rights, title, privileges and authority hereby granted shall continue and be in force unless and until such time as District, its successors and assigns, shall, by an express written instrument duly recorded with the Official Records of Pinal County, Arizona, permanently abandon its easement with respect to all or any portion of the Easement Premises, at which time all such rights, title, privileges and authority hereby granted shall terminate with respect to such portion of the Easement Premises. If and when District determines in its sole discretion that it will never have any further use for any portion of the Easement Premises, District will abandon such portion of the Easement Premises upon the request of the owner of fee title thereto.

2.4 District shall have the right (but not the obligation), at its cost, to install, place and maintain on the Easement Premises (a) warning or safety signs regarding the Facilities and (b) safety or security devices, or other protective structures, to protect the Facilities and to prevent access thereto by unauthorized persons.

2.5 No other utilities or installations of any kind shall be installed within the Easement Premises, except with the prior written consent of District in its sole discretion. As a condition of granting such consent, District may approve plans and specifications for any such facilities and the means and manner of the installation thereof.

3. Damage to Facilities or Property. In the event Owner, including its successors and assigns, or any of its employees, agents, invitees, guests, or affiliates (collectively, the “**Owner Parties**”) violates any covenant or agreement contained herein and such violation results, directly or indirectly, in damage to or interference with the Facilities, Owner shall be responsible for all costs associated with repairing and remedying the Facilities and Owner shall indemnify, defend, and hold harmless District from and against all losses, costs, expenses, liabilities, claims, demands and actions of any kind or nature, including court costs and attorneys’ fees, resulting from the damage to or interference with the Facilities, including but not limited to all losses and damages resulting from the Facilities being rendered inoperative for any period of time. Owner further agrees that District shall not be responsible for any damage to Owner’s improvements and plants within the Easement Premises resulting from District’s exercise of its rights hereunder, including the right to construct, reconstruct, install, alter, replace, improve, remove, repair, operate, inspect and maintain the Facilities.

4. Binding Effect. 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, personal representatives, legal representatives, successors (including successors in ownership and estate), assigns and lessees of Owner and District.

5. Warranty of Title. Owner represents and warrants that: (i) fee simple title to the Easement Premises is vested in Owner, and (ii) Owner has full power and authority to grant the Easement and to perform its obligations under this Agreement.

6. Due Authority. The individual(s) executing this document on behalf of Owner represents and warrants to District that: (i) he or she is authorized to do so on behalf of Owner; (ii) he or she has full legal power and authority to bind Owner in accordance with the terms herein and, if necessary, has obtained all required consents or delegations of such power and authority (whether from any partners, owner, spouse, shareholder, director, member, manager, creditor, investor, developer, governmental authority, judicial or administrative body, association or other person or entity); and (iii) the execution, delivery and performance by Owner of this Agreement and all others relating to the easement will not constitute a default under any agreement to which Owner is a party. The individual executing this Agreement shall indemnify, defend and hold harmless District for, from and against any and all losses, costs, expenses, liabilities, claims, demands and actions of any kind or nature, including court costs and attorneys' fees, arising or accruing as a result of the falsity of any of his or her representations and warranties contained in this Agreement.

7. Miscellaneous. In the event of any action to enforce the provisions of this Agreement, the prevailing party shall be entitled to receive its costs and attorneys' fees. This Agreement shall be construed in accordance with the laws of the State of Arizona. Section headings and captions contained in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof. This Agreement contains the entire understanding between the parties, and supersedes any prior understandings and agreements between or among them with respect to the subject matter hereof. Every exhibit or schedule attached to this Agreement and referred to herein is hereby incorporated in this Agreement by reference. This Agreement may be executed in counterparts, all of which taken together shall be deemed one original. If this Agreement is executed by more than one Owner, all references to Owner herein shall be deemed to refer to each and all of such Owners jointly and severally. The invalidity of any portion of this Agreement will not affect the validity of the remainder hereof. No waiver of any condition or covenant in this Agreement by District or Owner shall be deemed to imply or constitute a further waiver of any other or like condition or covenant in this Agreement.

CAUTION: Facilities placed within the Easement Premises may contain high voltage electrical equipment. Notice is hereby given that the location of underground electrical conductors or facilities must be verified as required by Arizona Revised Statutes, § 40-360.21, et. seq., Arizona Blue Stake Law, prior to any excavation. Notice is also hereby given that any activity performed within the Easement Premises must comply with the Arizona Overhead Powerline Safety Law, Arizona Revised Statutes § 40-360.41 – .45.

[SIGNATURES ON FOLLOWING PAGES]

SIGNATURE PAGE – DISTRICT

IN WITNESS WHEREOF, District has executed this Agreement as of the date set forth above.

ELECTRICAL DISTRICT NO. 3,
a political subdivision of the State of Arizona,

By: _____
Name: D. Brett Benedict
Its: CEO/General Manager

STATE OF ARIZONA)
) ss.
County of PINAL)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by D. Brett Benedict the CEO/General Manager of Electrical District No. 3 of Pinal County, an Arizona political subdivision, on behalf of District.

Notary Public

My Commission Expires: _____

SIGNATURE PAGE – OWNER

IN WITNESS WHEREOF, Owner has executed this Agreement as of the date first set forth above.

Owner: _____

Signature: _____

Print Name: _____

Title: _____

Address: _____

State of Arizona)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____, on behalf of Owner.

My Commission Expires: _____
Notary Public

Note: This instrument is exempt from the real estate transfer fee and affidavit of legal value required under A.R.S. §§ 11-1132 and 11-1133 pursuant to the exemptions set forth in A.R.S. § 11-1134(A)(2) and (A)(3).

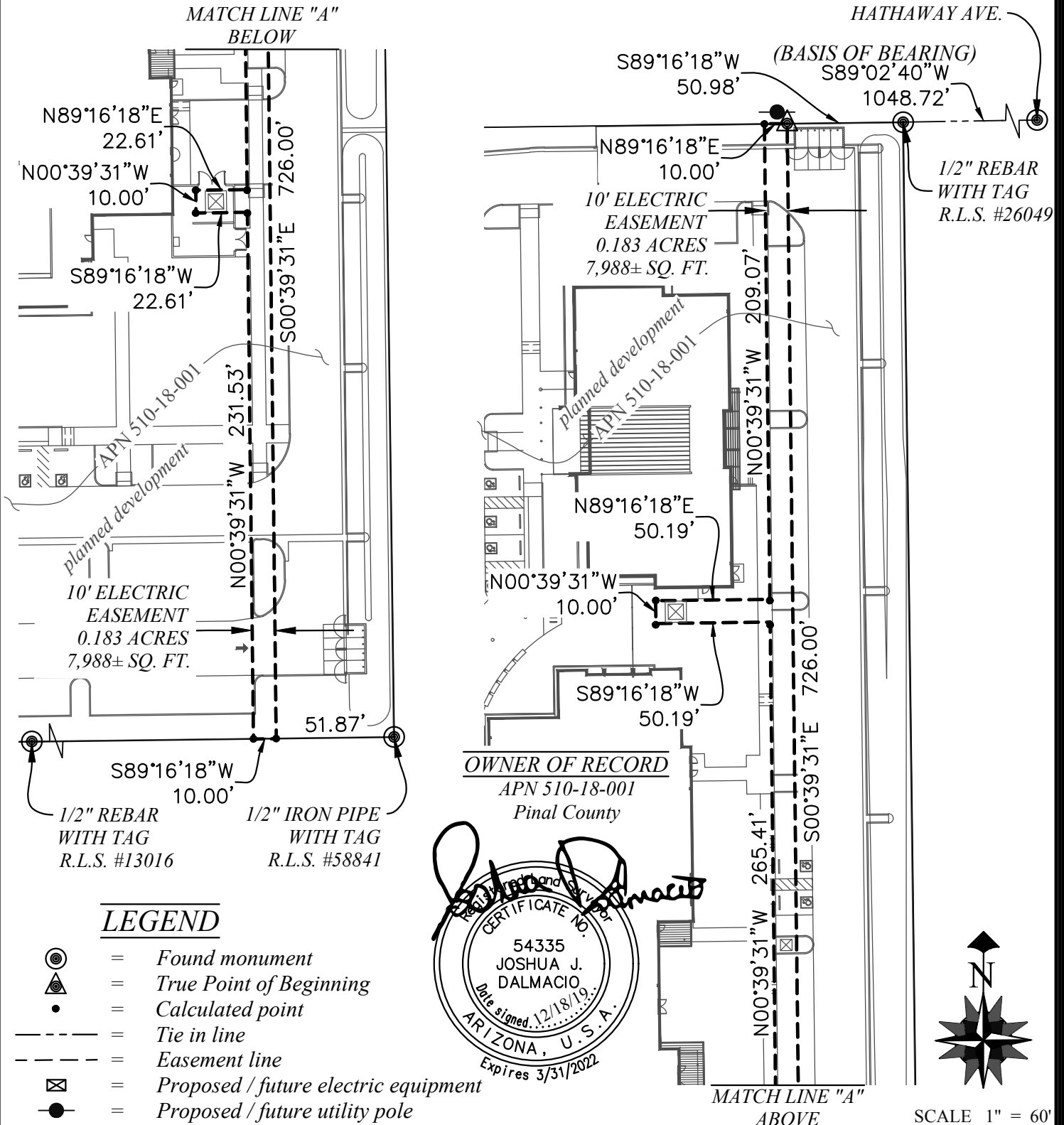
EXHIBIT A
EASEMENT PREMISES

[Attached.]

EXHIBIT OF EASEMENT SURVEY

A PORTION OF SECTION 21, TOWNSHIP 4 SOUTH, RANGE 3 EAST OF THE
GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA

BRASS CAP
IN HAND HOLE
INTERSECTION OF
JOHN WAYNE PRKWY. &
HATHAWAY AVE.



LEGEND

- ⊙ = Found monument
- ⊙ = True Point of Beginning
- = Calculated point
- = Tie in line
- - - = Easement line
- ⊗ = Proposed / future electric equipment
- = Proposed / future utility pole



D2 SURVEYING
24468 N. Corn St.
Florence, AZ 85132
(480)221-1368
D2SURVEYING.COM

ELECTRICAL DISTRICT #3
10' ELECTRIC EASEMENT
APN 510-18-001
MARICOPA, ARIZONA

Date 12/18/19

JOB #19-279 Sheet 1 of 2

LEGAL DESCRIPTION 10 FOOT ELECTRICAL EASEMENT

A portion of Section 21, Township 4 South, Range 3 East, of the Gila and Salt River Base and Meridian, Pinal County, Arizona and more particularly described as follows:

Commencing at a Brass Cap in hand hole, at the intersection of John Wayne Parkway and Hathaway Avenue, thence South 89 Degrees 02 Minutes 40 Seconds West (Basis of Bearing), a distance of 1048.72 feet to a 1/2-inch Rebar with tag stamped R.L.S. #26049. Thence South 89 Degrees 16 Minutes 18 Seconds West, a distance of 50.98 feet to a calculated point, marking a corner of said Easement, and also being the **TRUE POINT OF BEGINNING**;

Thence South 00 Degrees 39 Minutes 31 Seconds East, a distance of 726.00 feet to a calculated point, marking a corner of said Easement;

Thence South 89 Degrees 16 Minutes 18 Seconds West, a distance of 10.00 feet to a calculated point, marking a corner of said Easement;

Thence North 00 Degrees 39 Minutes 31 Seconds West, a distance of 231.53 feet to a calculated point, marking a corner of said Easement;

Thence South 89 Degrees 16 Minutes 18 Seconds West, a distance of 22.61 feet to a calculated point, marking a corner of said Easement;

Thence North 00 Degrees 39 Minutes 31 Seconds West, a distance of 10.00 feet to a calculated point, marking a corner of said Easement;

Thence North 89 Degrees 16 Minutes 18 Seconds East, a distance of 22.61 feet to a calculated point, marking a corner of said Easement;

Thence North 00 Degrees 39 Minutes 31 Seconds West, a distance of 265.41 feet to a calculated point, marking a corner of said Easement;

Thence South 89 Degrees 16 Minutes 18 Seconds West, a distance of 50.19 feet to a calculated point, marking a corner of said Easement;

Thence North 00 Degrees 39 Minutes 31 Seconds West, a distance of 10.00 feet to a calculated point, marking a corner of said Easement;

Thence North 89 Degrees 16 Minutes 18 Seconds East, a distance of 50.19 feet to a calculated point, marking a corner of said Easement;

Thence North 00 Degrees 39 Minutes 31 Seconds West, a distance of 209.07 feet to a calculated point, marking a corner of said Easement;

Thence North 89 Degrees 16 Minutes 18 Seconds East, a distance of 10.00 feet to a calculated point, marking a corner of said Easement, and the **TRUE POINT OF BEGINNING**.

Comprising an area of 0.183 Acres; 7,988 Square Feet, more or less.

