

Recording Requested By:
ARIZONA WATER COMPANY

When Recorded, Mail To:
Arizona Water Company
P.O. Box 29006
Phoenix, Arizona 85038-9006

ABOVE SPACE RESERVED FOR COUNTY RECORDER

GRANT OF EASEMENT

PINAL COUNTY a political subdivision of the State of Arizona (hereinafter referred to as "Grantor"), for a valuable consideration, receipt of which is hereby acknowledged, grants to ARIZONA WATER COMPANY, an Arizona corporation, its successors and assigns (hereinafter referred to as "Grantee"), a Non-exclusive Easement and the right and privilege forever to use the Easement for all public water utility purposes, including but not limited to the right to:

- (i) excavate for, construct, install, operate, maintain, repair, remove or replace one or more pipelines, including without limitation, watermains, valves, fire hydrants, meters and other equipment and appurtenances ("Facilities");
- (ii) read meters;
- (iii) convey water for all purposes, including, without limitation, domestic use, fire protection and irrigation, ingress and egress;
- (iv) discharge water and any incidental materials; and
- (v) take any other necessary and proper actions for any other purposes related to Grantee's provision of public water utility service and related activities, including the right to trim or remove any landscaping that in Grantee's judgement interferes with the rights granted herein, and to use the Easement for such purposes, on that certain real property in the County of Pinal, State of Arizona, described in Exhibit A,

GRANTOR agrees for itself, its successors and assigns that no building or other structure will be constructed, or other obstruction placed, over this easement without prior written approval of Grantee, which shall not be unreasonably withheld; Grantor may also place landscaping within the Easement, but Grantor will not place any trees within the Easement.

GRANTOR may construct driveways perpendicular to this Easement, as necessary for roadway purposes and as determined by Grantor in its sole discretion. However, if any such driveway interferes with Grantee's use of the Easement, including interference with Grantee's Facilities or Grantee's access to such Facilities, Grantor will pay to Grantee the cost of relocating such Facilities and the cost of any damages incurred by Grantee and grant an alternative easement to Grantee, satisfactory to Grantee, at no additional cost to Grantee.

Grantor agrees for itself, its successors and assigns that no building or other structure will be constructed, or other obstruction placed over this easement or over any Facilities of Grantee: provided, however, that with Grantee's prior consent, Grantor may build over this easement after first paying to Grantee the cost of relocating the Facilities and granting an alternative easement satisfactory to Grantee and without additional cost to Grantee. Grantor also agrees to obtain prior written approval from Grantee for any other change, alteration, addition, or work of any kind that might affect, directly or indirectly, the Facilities or Grantee's access to such.

GRANTEE, its agents and employees, shall at all times have the right of unobstructed ingress and egress to said real property, and free access to said pipelines, equipment and appurtenances for the purposes described above.

When Grantee performs any work to excavate for, construct, install, operate, maintain, repair, remove or replace, and control any Facilities, Grantor will bear all costs to restore the Easement, except that Grantee will bear the cost to repair sub-grade materials and restore the grade of the Easement to the same level as it existed before Grantee performed the work.

The individuals signing this Grant of Easement warrant that they have read this Grant of Easement, have the authority to execute this Grant of Easement, and will furnish such evidence reasonably necessary to validate such authority upon request.

SIGNATURE PAGE – PINAL COUNTY

IN WITNESS WHEREOF, the undersigned has signed this Grant of Easement as of the set forth above.

PINAL COUNTY, ARIZONA, a political subdivision of
the State of Arizona

Chairman of the Board

ATTEST:

Deputy/Clerk of the Board

APPROVED AS TO FORM:

Deputy County Attorney

[SIGNATURES ON FOLLOWING PAGES]

Exhibit A

Legal description for Water Easement

The land referred to herein below is situated in the county of Pinal, State of Arizona, and is a portion of land located in Section 25, Township 6 South, Range 7 East, Gila and Salt River Meridian, Pinal County, Arizona, more particularly described as follows:

COMMENCING at the East quarter corner of said Section 25, said point being a found rebar, from which Northeast corner of said Section 25, said point being a 1-inch iron rod the that bears North 00° 17' 40" East, a distance of 2665.92 feet;

THENCE, leaving the East Quarter corner, along the East line of said Section 25, South 00°13'31" East, a distance of 1217.12 feet,

THENCE, leaving the East line, North 90° 00' 00" West, a distance of 45.00 feet to the west right of way line for 11-mile Corner rd., to the POINT OF BEGINNING;

THENCE, leaving said POINT OF BEGINNING, along said right of way, South 00° 13' 31" East, for a distance of 65.30 feet;

THENCE, leaving said right of way, South 89° 46' 29" West, for a distance of 30.00 feet;

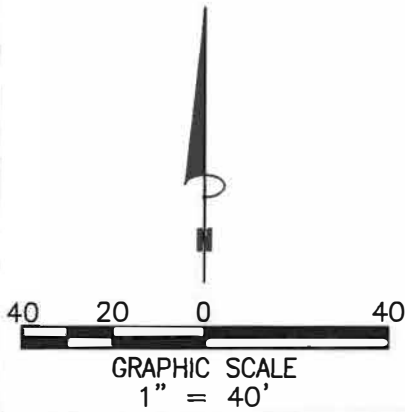
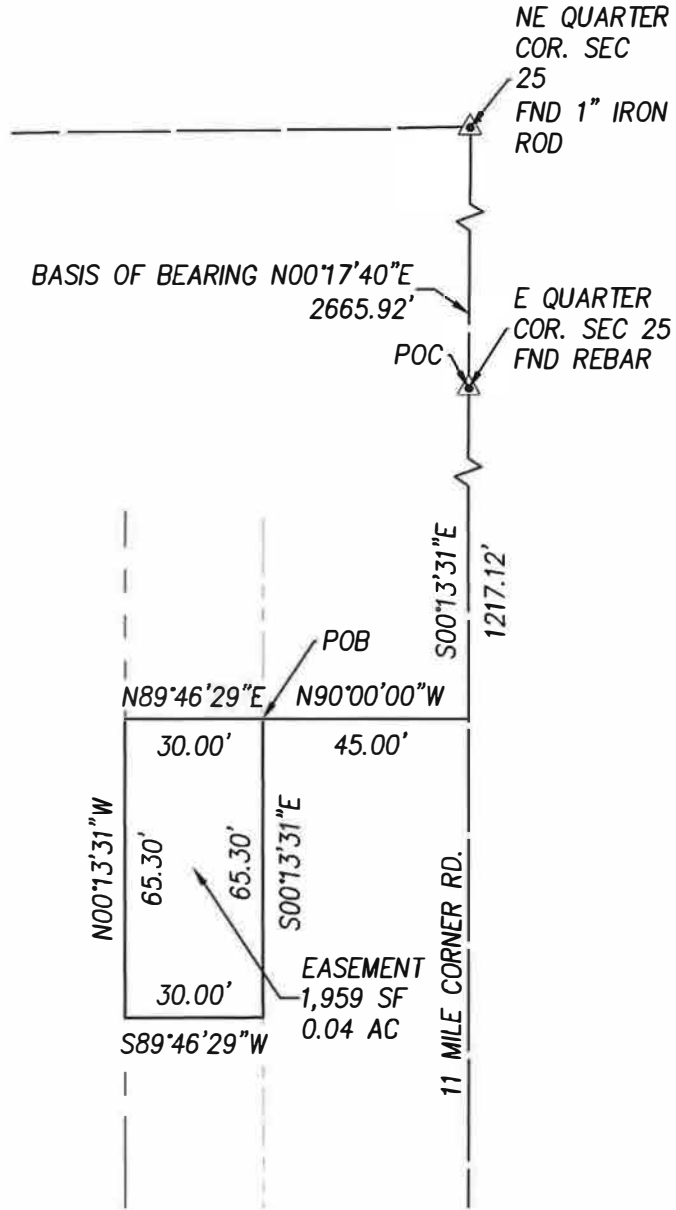
THENCE, North 00° 13' 31" West, for a distance of 65.30 feet;

THENCE, North 89° 46' 29" East, for a distance of 30.00 feet to the POINT OF BEGINNING.

Said block containing 1,959 sq. ft., 0.045 acres, more or less.



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Bowman

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220, Tucson, AZ www.bowmanconsulting.com

EXHIBIT - WATER EASEMENT

WATER EASEMENT
PINAL COUNTY, ARIZONA

SHEET NO.
2

JOB #: 051243

FILENAME: 22035-WATER ESMT

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