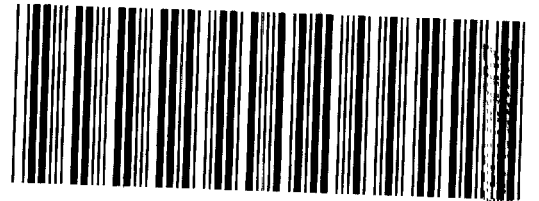


When Recorded Mail To:

City Clerk
City of Glendale
5850 West Glendale Avenue
Glendale, AZ 85301-2599



OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
00-0159317 03/03/00 01:30
IRENE 1 OF 1

ORDINANCE NO. 2118 NEW SERIES

ELAINE M. SCRUGGS
MAYOR

ATTEST:

PAMELA OLIVEIRA
City Clerk

STATE OF ARIZONA)
County of Maricopa) ss
City of Glendale)

(SEAL)

APPROVED AS TO FORM:

PETER VAN HAREN
City Attorney

I, the undersigned, Pamela Oliveira, being the duly appointed and qualified City Clerk of the City of Glendale, Maricopa County, Arizona certify that the foregoing Ordinance No. 2118 New Series is a true, correct, and accurate copy of Ordinance No. 2118 New Series, passed and adopted at a regular meeting of the Council of the City of Glendale, held on the 8th day of February, 2000, at which a quorum was present and voted in favor of said Ordinance.

REVIEWED BY:

MARTIN VANACOUR
City Manager

Given under my hand and seal this 23rd day of February, 2000.


CITY CLERK

ORDINANCE NO. 2118 NEW SERIES

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE CITY MANAGER TO EXECUTE TWO UTILITY EASEMENTS IN FAVOR OF ARIZONA PUBLIC SERVICE COMPANY IN CONJUNCTION WITH THE ALLEY UNDERGROUNDING PROJECT SOUTH OF GLENDALE AVENUE AND EAST OF 59TH AVENUE IN GLENDALE, ARIZONA; AND ORDERING THAT A CERTIFIED COPY OF THIS ORDINANCE BE RECORDED.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That the City Council hereby approves the utility easements and all the terms and conditions thereto and directs that the City Manager for the City of Glendale execute said documents granting Arizona Public Service Company two utility easements upon, across, over and under the surface of certain property located within existing City property, in the forms attached hereto as Exhibits A and B. The legal descriptions are contained in each Easement.

SECTION 2. That the City hereby reserves the right to use the easement premises in any manner that will not prevent or interfere with the exercise by Arizona Public Service Company of the rights granted hereunder; provided, however, that the City shall not obstruct, or permit to be obstructed, the easement premises at any time whatsoever without the express prior written consent of Arizona Public Service Company.

SECTION 3. That the City Clerk be instructed and authorized to forward a certified copy of this ordinance for recording to the Maricopa County Recorder's Office.

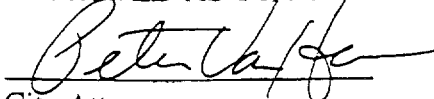
PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this 8th day of February, 2000.


MAYOR


ATTEST:


City Clerk (SEAL)

APPROVED AS TO FORM:


City Attorney

REVIEWED BY:


City Manager

2008

UTILITY EASEMENT

NW08-T2N-R2E
W55220
Survey 420/94
evr

In consideration of One Dollar (\$1.00), the receipt of which is hereby acknowledged, CITY OF GLENDALE (hereinafter called "Grantor") do(es) hereby grant and convey to ARIZONA PUBLIC SERVICE COMPANY (hereinafter called "Company"), its successors and assigns, an easement to construct, operate and maintain electric lines and appurtenant facilities upon, across, over, and under the surface of the premises hereinafter described.

The premises through and across which this easement is granted are situated in Maricopa County, Arizona, and are described as follows:

Lot Twenty-two (22), Block Twenty-four (24), of the Amended Plat of Glendale, according to the Plat of Record in the Office of the County Recorder of Maricopa County, Arizona, in Book 2 of Maps, at page 49.

Said utility easement in the above described premises consists of a 8 foot wide easement for underground electric lines and a larger easement area for a padmounted transformer, the dimensions and approximate locations of which are shown on Exhibit "A" attached hereto and by this reference incorporated herein.

Together with the right to operate, repair, replace, maintain, and remove said lines and appurtenant facilities from said premises; to add to or alter said lines and/or facilities at any reasonable time, and to trim or remove any trees or shrubs that in the judgment of the Company may interfere with the construction or endanger the operation of said lines and/or facilities, with access to said easement and egress therefrom to permit normal operations of the Company in connection with said lines and/or facilities.

Grantor shall not erect or construct or permit to be erected or constructed any building or other structure or drill any well within the limits of said easement; nor shall Grantor plant or permit to be planted any trees within the limits of said easement without the prior written consent of the Company; provided, however, Grantor shall have the right to construct and erect fences within the limits of said easement in a manner which will not unreasonably interfere with the Company's right of access to its lines and/or facilities.

By accepting this easement, the Company agrees to exercise reasonable care to avoid damage to said premises and all property that may at any time be thereon.

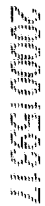
CITY OF GLENDALE

Dated: _____

By: _____

WITNESS:

Title _____



STATE OF }
County of } ss.
}

This instrument was acknowledged before me this _____ day of _____, 19____, by

IN WITNESS WHEREOF I hereunto set my hand and official seal.

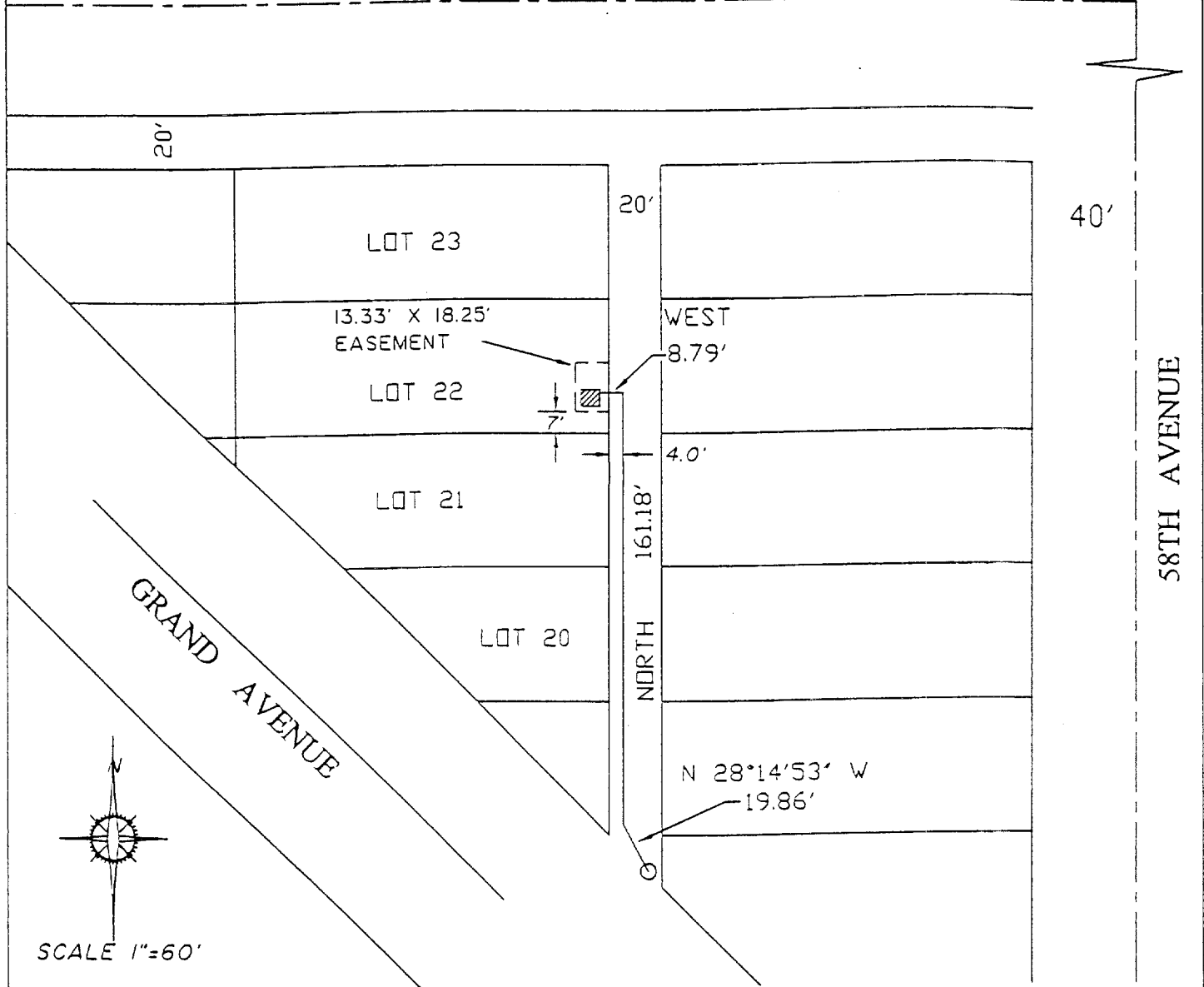
My Commission Expires:

Notary Public

EXHIBIT "A"

SKETCH SHOWING LOCATION AND LIMITS OF
UTILITY EASEMENT

GLENDALE AVENUE



THE PURPOSE OF THIS EXHIBIT IS TO DEPICT THE DIMENSIONS AND APPROXIMATE LOCATION AND ALIGNMENT OF THE ELECTRIC LINE AND TRANSFORMER. THE LOCATION AND ALIGNMENT OF THE ELECTRIC LINE AND TRANSFORMER AS ACTUALLY CONSTRUCTED SHALL TAKE PRECEDENCE OVER THE LOCATION AND ALIGNMENT SHOWN ON THIS EXHIBIT.

JOB# W55220	DATE: 11/15/99
NW 1/4 SEC 8	T 2N R 2E
SCALE: 1" = 60'	MAP 420/94
R/W: ED RUIZ	
SURVEY: RUIZ - WILSON	
DRAWN BY: RUIZ	

NW-8-2N-2E
W-55782
CRG

15
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146-01-047 (MCR)

UNDERGROUND ELECTRIC EASEMENT

In consideration of One Dollar (\$1.00), the receipt of which is hereby acknowledged CITY OF GLENDALE, a municipal corporation (hereinafter called "Grantor") does hereby grant and convey to ARIZONA PUBLIC SERVICE COMPANY (hereinafter called "Company"), its successors and assigns, an easement to construct, operate and maintain underground electric lines and appurtenant facilities upon, across, over, and under the surface of the premises hereinafter described.

The premises through and across which this easement is granted are situated in Maricopa County, Arizona, and are described as follows:

Lot Thirteen (13) and Fourteen (14), Block Twenty-five (25), Glendale, according to the amended plat of record in the office of the County Recorder of Maricopa County, Arizona, in Book 2 of Maps, page 49 thereof:

The said easement is depicted on EXHIBIT "A" attached hereto and by this reference incorporated herein.

Together with the right to operate, repair, replace, maintain, and remove said lines and appurtenant facilities from said premises; to add to or alter said lines and/or facilities at any reasonable time, and to trim or remove any trees or shrubs that in the judgment of the Company may interfere with the construction or endanger the operation of said lines and/or facilities, with access to said easement and egress therefrom to permit normal operations of the Company in connection with said lines and/or facilities, and to permit the installation of the wires, fixtures, conduits, or cables of any other company within the boundaries of this easement.

Grantor shall not erect or construct or permit to be erected or constructed any building or other structure or drill any well within the limits of said easement; nor shall Grantor plant or permit to be planted any trees within the limits of said easement without the prior written consent of the Company; provided, however, Grantor shall have the right to construct and erect fences within the limits of said easement in a manner which will not unreasonably interfere with the Company's right of access to its lines and/or facilities.

By accepting this easement, the Company agrees to exercise reasonable care to avoid damage to said premises and all property that may at any time be thereon.

Dated: _____

By: _____

WITNESS:

Title: _____

STATE OF ARIZONA }

} Ss.

County of Maricopa }

This instrument was acknowledged before me this _____ day of _____, 19____, by

IN WITNESS WHEREOF I hereunto set my hand and official seal.

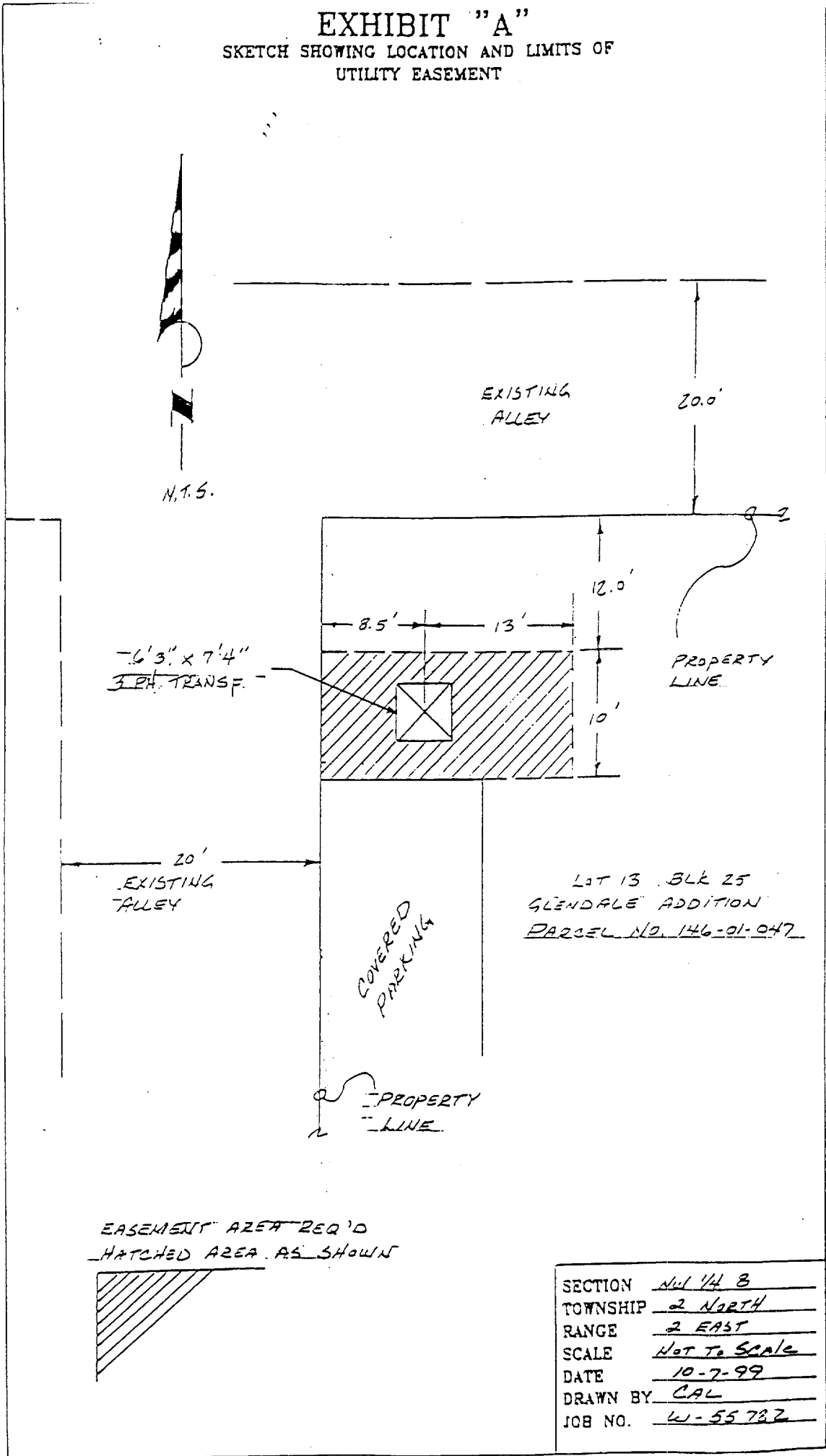
My Commission Expires:

Notary Public

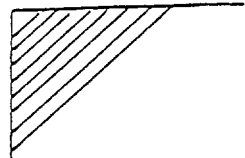
EXHIBIT "A"

SKETCH SHOWING LOCATION AND LIMITS OF
UTILITY EASEMENT

200015917



EASEMENT AREA REQ'D
HATCHED AREA AS SHOWN



SECTION	<u>N 1/4 B</u>
TOWNSHIP	<u>2 NORTH</u>
RANGE	<u>2 EAST</u>
SCALE	<u>NOT TO SCALE</u>
DATE	<u>10-7-99</u>
DRAWN BY	<u>CAL</u>
JOB NO.	<u>W-55782</u>

LOT 13 BLK 25
GLENDALE ADDITION
PARCEL NO. 146-01-047