

When Recorded Mail To:

City Clerk
City of Cottonwood
824 North Main Street
Cottonwood, Arizona 86326

Exempt under A.R.S. § 11-1134(A)(2)

PUBLIC UTILITY EASEMENT AGREEMENT

GRANTOR: Judy Petty AS TRUSTEE UNDER THE GREEN FAMILY
LIVING TRUST DATED _____

GRANTEE: CITY OF COTTONWOOD, an Arizona municipal corporation (the "City")

THIS PUBLIC UTILITY EASEMENT AGREEMENT (this "Agreement") is entered into August 9, 2016, by and between the Grantor and the City for the purposes set forth below.

RECITALS

A. The Grantor is the record owner of certain real property at the location described on Exhibit A, attached hereto and incorporated herein by this reference (the "Easement Area").

B. The Grantor and the City desire to enter into this Agreement for the Grantor to grant to the City a non-exclusive, continuous and perpetual easement (the "Easement") together with the necessary right of access, ingress and egress over the Easement Area, for purposes of installing, operating, inspecting, maintaining, repairing, replacing or removing aboveground and underground public utility facilities (the "Facilities"), as more particularly described herein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference and the mutual covenants set forth below, the Grantor does hereby grant to the City, its successors and assigns, this Easement over the Easement Area on the following terms and conditions:

1. Grant of Easement. The Grantor hereby grants and conveys unto and for the benefit of the City the Easement for the purposes of installing, operating, inspecting, maintaining, repairing, replacing or removing aboveground and underground public utility Facilities including, but not limited to water, sewer, electrical, telecommunications, gas, storm drainage and such other public utility Facilities as may be permitted by law within such Easement.

2. Maintenance of the Easement. The Grantor shall not maintain the Easement Area in a manner that impairs the ability or capacity of the City to fully utilize the Easement. The

Grantor shall not construct, install or place, or permit to be constructed, installed or placed upon the Easement Area any fence, wall, structure or other improvement that shall interfere with or impede the City's access to the Easement or the City's right to maintain the Facilities in the Easement Area. City shall allow reasonable, typical landscaping within the Easement Area including shrubs, groundcover and decomposed granite except in a ten-foot clear zone around any sewer manholes or clean-out locations.

3. Indemnification. To the extent permitted by law, each party shall indemnify and hold the other party harmless from any and all damages, costs, expenses, attorney fees, claims or liabilities arising from or relating to the use of the Easement Area by the party, its successors in interest, assigns, agents, employees.

4. Liens and Encumbrances. The City represents and warrants that it will maintain the Easement Area free and clear from any liens or encumbrances of any nature whatsoever in connection with City's construction of improvements on the Easement Area or the use by City of the Easement Area.

5. Running of Benefits and Burdens. All provisions of this Agreement, including the benefits and burdens, run with the land and are binding upon and inure to the assigns and successors and tenants of the parties hereto.

6. Attorneys' Fees. Either party may enforce this instrument by appropriate legal action and the prevailing party in such litigation may recover as part of its costs in such action reasonable attorneys' fees and court costs.

7. Additional Easements. Nothing contained in this Agreement shall prohibit the Grantor from conveying additional easements for access, utility or other purposes through, over, under, upon, in, across and along the Easement Area to the owners of properties which abut the Easement Area or to government or quasi-governmental agencies; provided however, that no such additional rights or easements shall impair the City's use of the Easement herein granted.

8. Entire Agreement. This instrument contains the entire agreement between the parties relating to City's use of the Easement Area for public utility purposes. Any oral representations or modifications concerning this instrument shall be of no force or effect, excepting a subsequent modification in writing, signed by the parties.

9. Cancellation by City/Grantor. This Agreement may be cancelled by the City or the Grantor pursuant to ARIZ. REV. STAT. § 38-511 at which time, the Easement shall revert back to the owner.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first set forth above.

“Grantor”

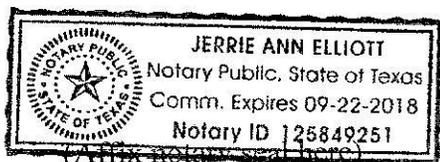
Judy Petty,
AS TRUSTEE UNDER THE GREEN FAMILY
LIVING TRUST dated Nov 1990

By Judy Petty, Trustee
Green Family Trust, Trustee

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF YAVAPAI)

On August 9th, 2016, before me personally appeared Judy Petty, as Trustee under the GREEN FAMILY LIVING TRUST, DATED August 9th, 2016, whose identity was proven to me on the basis of satisfactory evidence to be the person who he/she claims to be, and acknowledged that he/she signed the above document, on behalf of the Green Family Living Trust.



Jerrie Ann Elliott
Notary Public

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

ACCEPTED BY:

“City”

CITY OF COTTONWOOD, an Arizona
municipal corporation

Doug Bartosh, City Manager

ATTEST:

Marianne Jimenez, City Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF YAVAPAI)

On _____, 2016, before me personally appeared Doug Bartosh, the City Manager of the CITY OF COTTONWOOD, an Arizona municipal corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of the City of Cottonwood.

Notary Public

(Affix notary seal here)

EXHIBIT A
TO
PUBLIC UTILITY EASEMENT AGREEMENT
BETWEEN
GREEN FAMILY LIVING TRUST
AND
THE CITY OF COTTONWOOD

[Legal Description and Exhibit]

See following pages.