

**RESOLUTION NO. 2013-18**

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF FOUNTAIN HILLS, ARIZONA, GRANTING A PUBLIC UTILITY EASEMENT TO CENTURYLINK.

**BE IT RESOLVED** BY THE MAYOR AND COUNCIL OF THE TOWN OF FOUNTAIN HILLS as follows:

SECTION 1. A public utility easement is hereby granted to CenturyLink through, over, upon, in, across and along a portion of Tract A of the Parcel 12 subdivision, located at the southeastern corner of the Saguaro Boulevard/El Lago Boulevard intersection, in the form attached hereto as Exhibit A and incorporated herein by reference.

SECTION 2. The Mayor, the Town Manager, the Town Clerk and the Town Attorney are hereby authorized and directed to take all steps and to execute all documents necessary to carry out the purpose and intent of this Resolution.

**PASSED AND ADOPTED** by the Mayor and Council of the Town of Fountain Hills, April 4, 2013.

**FOR THE TOWN OF FOUNTAIN HILLS:**

**ATTESTED TO:**

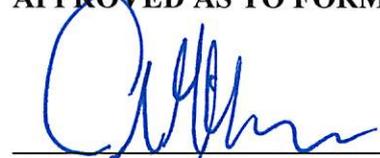
  
\_\_\_\_\_  
Linda M. Kavanagh, Mayor

  
\_\_\_\_\_  
Bevelyn J. Bender, Town Clerk

**REVIEWED BY:**

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Ken Buchanan, Town Manager

  
\_\_\_\_\_  
Andrew J. McGuire, Town Attorney

**EXHIBIT A  
TO  
RESOLUTION NO. 2013-18**

**[Public Utility Easement]**

**See following pages.**

When Recorded Mail To:

Town Clerk  
Town of Fountain Hills  
16705 East Avenue of the Fountains  
Fountain Hills, Arizona 85268

---

## PUBLIC UTILITY EASEMENT

GRANTOR: Town of Fountain Hills, an Arizona municipal corporation (the "Town")

GRANTEE: CenturyLink, Inc., a Louisiana corporation, d/b/a CenturyLink

THIS PUBLIC UTILITY EASEMENT (this "Easement") is entered into on April 4, 2013, by and between the Town and Grantee for the purposes set forth below.

### RECITALS

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

B. The Town desires to grant to the Grantee a non-exclusive, continuous and perpetual easement (the "Easement") upon, over, across, in, through and under the Easement Area, for purposes of installing new utility cabinets (the "Cabinets") as more particularly described herein.

### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference and the mutual covenants set forth below, the Town does hereby grant to Grantee, its successors and assigns, this Easement through, over, under, upon, in, across and along the Easement Area on the following terms and conditions:

1. Grant of Easement. The Town hereby grants and conveys to Grantee a public utility easement for the purpose of installing, inspecting, repairing, maintaining, replacing and removing the Cabinets within such Easement.

2. Maintenance of the Easement. The Town shall not maintain the Easement Area in a manner that impairs the ability or capacity of the Grantee to utilize the Easement. The Town 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 which shall interfere with or impede the Grantee's access to the Easement or the Grantee's right to maintain the Cabinets in the Easement Area.

3. Running of Benefits and Burdens. All provisions of this Easement, 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.

4. 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.

5. Additional Easements. Nothing contained in this Easement shall prohibit Town from conveying additional easements for access, utility or other purposes through, over, under, upon, in, across and along the Easement Area; provided however, that no such additional rights or easements shall impair the use of the Easement herein granted.

6. Entire Agreement. This instrument contains the entire agreement between the parties relating to Grantee'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.

7. Cancellation by Town. This Agreement may be cancelled by the Town pursuant to ARIZ. REV. STAT. § 38-511.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date and year first set forth above.

[SIGNATURES ON FOLLOWING PAGE]

“Town”

TOWN OF FOUNTAIN HILLS,  
an Arizona municipal corporation

By: *Linda M. Kavanagh*  
Linda M. Kavanagh, Mayor

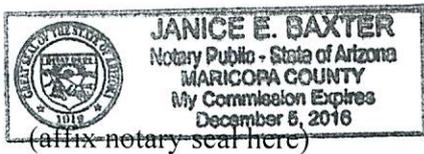
ATTEST:

Its: *Bevelyn J. Bender*  
Bevelyn J. Bender, Town Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA        )  
  ) ss.  
COUNTY OF MARICOPA    )

This instrument was acknowledged before me on April 8, 2013, by Linda M. Kavanagh, the Mayor of the TOWN OF FOUNTAIN HILLS, an Arizona municipal corporation, on behalf of the Town of Fountain Hills.



*Janice E. Baxter*  
Notary Public in and for the State of Arizona

EXHIBIT A

[Legal description and map of Easement Area]

See following pages.

*[Faint handwritten text]*

*[Faint handwritten text]*

*[Faint, illegible text]*

Being a portion of TRACT A, PARCEL 12, recorded in Book 579 of Maps, Page 40 records of Maricopa County, Arizona and located in Section 14, Township 3 North, Range 6 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona being described as follows;

COMMENCING at the Northeast corner of said TRACT A;  
Thence along the East line of said TRACT A, South 16 degrees 23 minutes 25 seconds West 10.19 feet to a point on the South line of the 10.00 foot Public Utility Easement over the North 10.00 feet of said TRACT A, said point being the POINT OF BEGINNING;  
Thence continuing along the East line of said TRACT A, South 16 degrees 23 minutes 25 seconds West 12.23 feet;  
Thence North 84 degrees 48 minutes 03 seconds West 15.29 feet;  
Thence North 16 degrees 23 minutes 25 seconds East 12.23 feet to a point on the South line of said 10.00 foot Public Utility Easement;  
Thence along the South line of said Easement South 84 degrees 48 minutes 03 East 15.29 feet to the POINT OF BEGINNING.

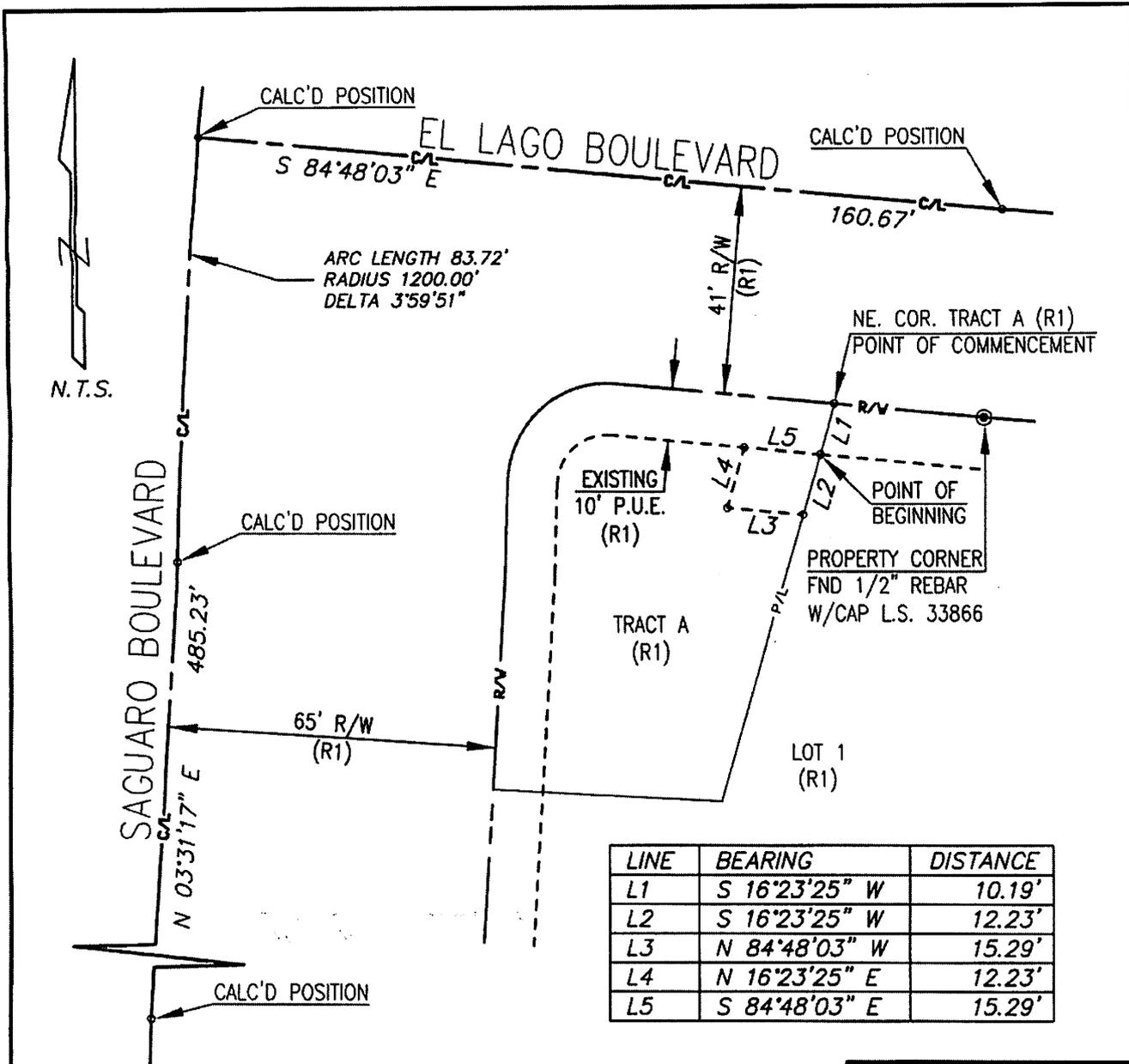


CENTURYLINK JOB NO.: E.401721  
SECTION: 14  
TOWNSHIP: 3 NORTH  
RANGE: 6 EAST  
DATE: FEBRUARY 8, 2013  
SHEET 1 OF 2

REFERENCE DOCUMENTS  
SURVEYS (R) M.C.R.  
1. PLAT BK. 579 PG. 40



**STATEWIDE SERVICE IN ARIZONA**  
[www.allancelandsurveying.com](http://www.allancelandsurveying.com)  
7900 N. 70th AVENUE TEL (623) 972-2200  
SUITE 104 FAX (623) 972-1616  
GLENDALE, AZ 85303



LINE	BEARING	DISTANCE
L1	S 16°23'25" W	10.19'
L2	S 16°23'25" W	12.23'
L3	N 84°48'03" W	15.29'
L4	N 16°23'25" E	12.23'
L5	S 84°48'03" E	15.29'

**LEGEND**

- SURVEY MONUMENT
- C/L — CENTERLINE
- R/W — RIGHT-OF-WAY LINE
- P/L — PROPERTY LINE
- - - EASEMENT LINE
- - - P.U.E. PUBLIC UTILITY EASEMENT



CENTURYLINK JOB NO.: E.401721  
 SECTION: 14  
 TOWNSHIP: 3 NORTH  
 RANGE: 6 EAST  
 DATE: FEBRUARY 8, 2013  
 SHEET 2 OF 2

**REFERENCE DOCUMENTS**  
 SURVEYS (R) M.C.R.  
 1. PLAT BK. 579 PG. 40



**STATEWIDE SERVICE IN ARIZONA**  
[www.alliancelandsurveying.com](http://www.alliancelandsurveying.com)  
 7900 N. 70th AVENUE TEL (623) 972-2200  
 SUITE 104 FAX (623) 972-1618  
 GLENDALE, AZ 86303