

NW 12 2N 2W
33.536995, -112.423116
501-03-010T
WE019368
JRG

RIGHT-OF-WAY EASEMENT

COTTON BARNEY LLC, a Nevada limited liability company, as to an undivided 50% interest and N. Rao Yerramsetti, as Trustee of the **YERRAMSETTI FAMILY TRUST**, a revocable Declaration of Trust date February 8, 2008, as amended/restated, as to an undivided 50% interest, (hereinafter called "Grantor"), are the owners of the following described real property located in Maricopa County, Arizona (hereinafter called "Grantor's Property"):

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Grantor, for and in consideration of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant and convey to **ARIZONA PUBLIC SERVICE COMPANY**, an Arizona corporation, (hereinafter called "Grantee"), and to its successors and assigns, a non-exclusive right, privilege, and easement, at locations and elevations, in, upon, over, under, through and across, a portion of Grantor's Property described as follows (herein called the "Easement Premises"):

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF

Grantee is hereby granted the right to: construct, install, reconstruct, replace, remove, repair, operate and maintain a line or lines of poles or towers, or other supporting structures and conductors or cables suspended thereon and supported thereby, and guys, anchorage, crossarms, braces, transformers, and underground conduits, conductors, pipes, cables, vaults, and manholes, and all other equipment, fixtures, and facilities, for the transmission and distribution of electricity and for all other purposes connected therewith, and for the transmission and distribution of telephone, audio and/or visual signal and other communication or data transmission purposes to, through, across, and beyond Grantor's Property (said electrical and telecommunication lines, facilities and fixtures collectively herein called "Grantee Facilities"); including the right to install down guys/anchorage where necessary as determined by Grantee within the Easement Premises; together with the right of ingress and egress across the Grantor's Property to, from and along the Easement Premises and with the right to use lands adjacent to said Easement Premises during the initial construction of the Grantee Facilities.

Grantee is hereby granted the right, but not the obligation, to trim, prune, cut, and clear away trees, brush, shrubs, or other vegetation on, or adjacent to, the Easement Premises whenever in Grantee's judgment the same shall be necessary for the convenient and safe exercise of the rights herein granted.

Grantor shall not locate, erect or construct, or permit to be located, erected or constructed, any building or other structure or drill any well within the limits of the Easement Premises; nor shall Grantor plant or permit to be planted any trees or alter ground level by cut or fill within the limits of the Easement Premises without the prior written consent of Grantee.

Subject to all other provisions of this Easement, Grantor reserves the right to cultivate, graze, use and occupy the Easement Premises for any purpose consistent with the rights and privileges herein granted, and which do not interfere with or endanger any of the Grantee Facilities. Grantor's reserved rights include the right to improve and use the Easement Premises for vehicular parking and driveways, paving, sidewalks, curbing, landscaping (excluding trees), and underground utilities.

Grantor and Grantee acknowledge that the City of Glendale or other applicable governmental entity may require the relocation of the Grantee Facilities for the widening of Glendale Avenue or other modified public right-of-way. In such an event, so long as either (i) the Easement Premises continues to be owned by a non-governmental entity, or (ii) the relocation is being required as a condition of the private development of the Grantor Property, then Grantee shall relocate such Grantee Facilities without cost to Grantor. Grantee shall indemnify, defend, and hold harmless Grantor from and against any and all costs, reimbursements, assessments, fees, charges, or other financial obligations imposed by the City of Glendale or any other governmental entity in connection with the relocation of Grantee Facilities as described above, including any amounts paid or payable by such entity to Grantee for the relocation, and any amounts sought from Grantor as reimbursement or contribution for such payments.

Grantee shall have the right to construct, modify and maintain access openings at such locations and of such dimensions as solely determined by Grantee in walls or fences which exist within the Easement Premises on the date this Easement is conveyed. Grantor shall, at its expense, provide Grantee openings at such locations and of such dimensions as solely determined by Grantee in future walls or fences within the Easement Premises. Grantor shall have the right to install gates across said openings and Grantor and Grantee shall have the right to use said gates, provided that any locked gates be subject to joint access by Grantor and Grantee by provision of a multiple locking device.

By accepting and utilizing this easement, Grantee agrees that following any installation, excavation, maintenance, repair, or other work by Grantee within the Easement Premises, the affected area will be restored by Grantee to as close to original condition as is reasonably practicable, at the expense of Grantee; and that Grantee shall indemnify Grantor, to the extent required by law, for any loss, cost or damage incurred by Grantor as a result of any negligent installation, excavation, maintenance, repair or other work performed by Grantee within the Easement Premises.

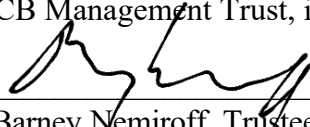
The easement granted herein shall not be deemed abandoned except upon Grantee's execution and recording of a formal instrument abandoning the easement.

The covenants and provisions herein set forth shall extend and inure in favor and to the benefit of, and shall be binding on the heirs, administrators, executors, successors in ownership and estate, assigns and lessees of Grantor and Grantee.

IN WITNESS WHEREOF, **COTTON BARNEY LLC**, a Nevada limited liability company, as to an undivided 50% interest and N. Rao Yerramsetti, as Trustee of the **YERRAMSETTI FAMILY TRUST**, a revocable Declaration of Trust dated February 8, 2008, as amended/restated, as to an undivided 50% interest, have caused this Right-of-Way Easement to be executed this 25 day of November, 2025.

COTTON BARNEY, LLC,
a Nevada limited liability company

By: CB Management Trust, its Manager

By: 
Barney Nemiroff, Trustee

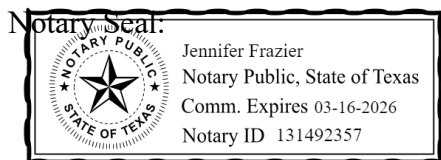
N. Rao Yerramsetti, as Trustee of the **YERRAMSETTI FAMILY TRUST**, a revocable Declaration of Trust date February 8, 2008, as amended/restated.

N. Rao Yerramsetti, Trustee

STATE OF Texas }
County of Dallas } ss.

This instrument was acknowledged before me this 25 day of November, 2025
by Barney Nemiroff, Trustee of CB Management Trust, as Manager of **COTTON BARNEY, LLC**,
an Arizona limited liability company.

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





Notary Public

STATE OF _____ }
County of _____ } ss.

This instrument was acknowledged before me this ____ day of _____, 2025
by N. Rao Yerramsetti, Trustee of the **YERRAMSETTI FAMILY TRUST**.

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

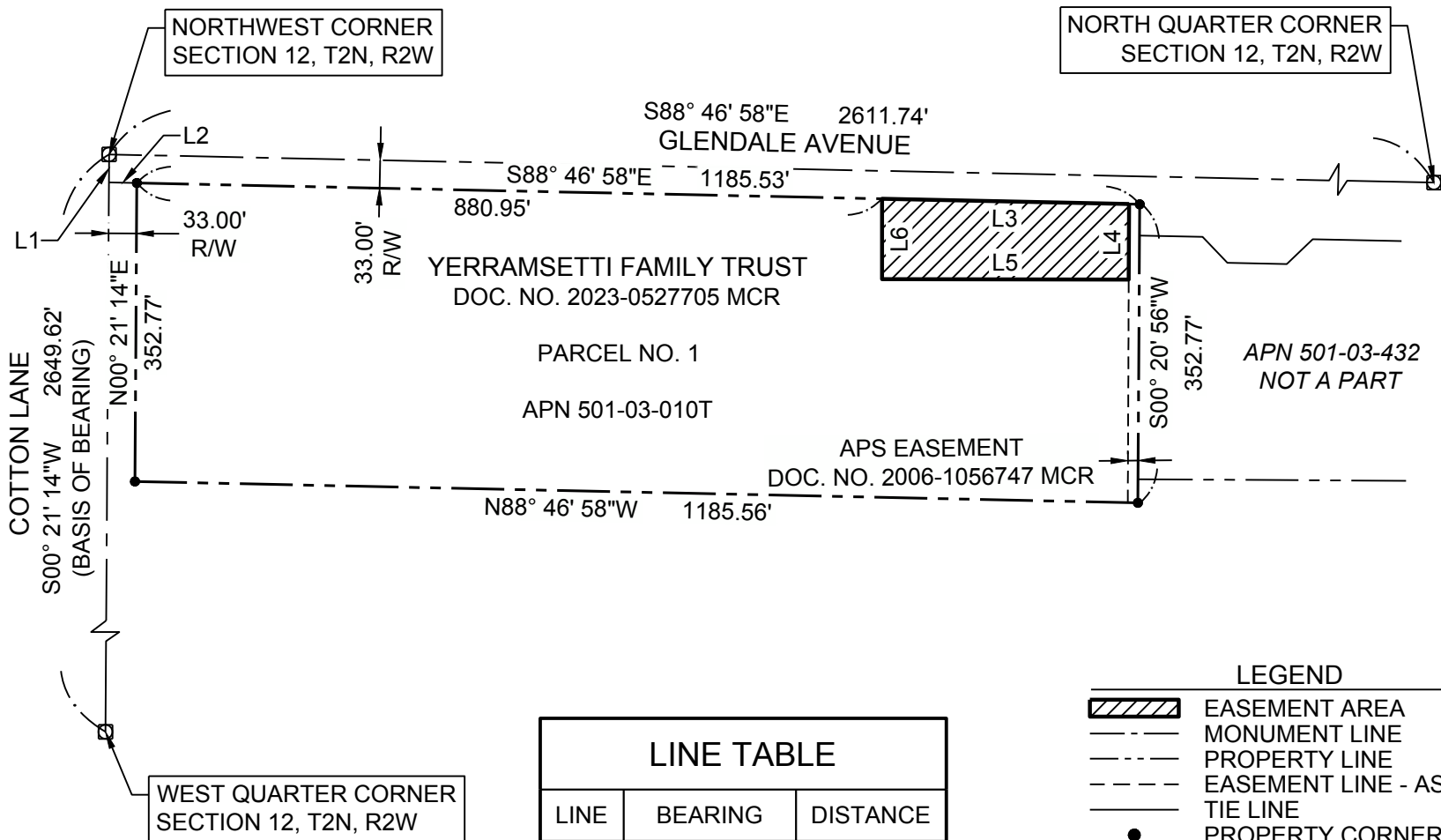
Notary Seal:

Notary Public

EXHIBIT “A”

LEGAL DESCRIPTION OF GRANTOR’S PROPERTY as recorded in Instrument Number 2023-0527705, M.C.R.

Parcel No. 1, of MINOR LAND DIVISION - LOT LINE ADJUSTMENT FOR COTTON BARNEY, LLC / 303 COTTON, LLC, according to the survey recorded in Book 1581 of Maps, page 24, records of Maricopa County, Arizona.



LEGEND

	EASEMENT AREA
	MONUMENT LINE
	PROPERTY LINE
	EASEMENT LINE - AS NOTED
	TIE LINE
	PROPERTY CORNER
	MONUMENT
	REFERENCE POINT
MCR	MARICOPA COUNTY RECORDER
APN	ASSESSORS PARCEL NUMBER
R/W	RIGHT OF WAY

TOTAL EASEMENT AREA:
+/- 26,867 SQ. FT.

NOTE: IT IS THE INTENT TO BE
COINCIDENT WITH THE EXISTING UTILITY
EASEMENT WITH NO GAP OR OVERLAP

REFERENCE DOCUMENTS:
MINOR LAND DIVISION
LOT LINE ADJUSTMENT FOR
COTTON BARNEY, LLC
PER BOOK 1581, PAGE 24 MCR

LINE TABLE

LINE	BEARING	DISTANCE
L1	S00°21'14"W	33.00'
L2	S88°46'58"E	33.00'
L3	S88°46'58"E	291.95'
L4	S00°14'11"W	89.26'
L5	N89°53'59"W	291.51'
L6	N00°00'00"E	94.95'



EXHIBIT "B"

JOB # WE019368 DATE: 1/23/2025

NW 1/4 SEC 12 T2N R2W

SCALE: 1" = 200'

INDEX: NONE

R/W: M. PETERS

SURVEY: NONE

DRAWN BY: M. CHEE

SHEET 1 OF 1



Notarized by: Jennifer Frazier
Time: 2025-11-25 20:16:26 UTC
URL: <https://notarylive.com/tu/cdp/XEXHC8>
Access ID: XEXHC8
Pin: QNF6N4