

ORDINANCE NO. 5023

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, GRANTING AN EASEMENT AT CITY OF CHANDLER WATER RECLAMATION FACILITIES TO SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT FOR HIGH VOLTAGE AERIAL AND POLE FACILITIES.

WHEREAS, Intel Corporation (Intel) is expanding their facilities and requires additional electrical services; and

WHEREAS, to accommodate the installation of the additional electrical services to the Intel, Salt River Project (SRP) must install high voltage aerial and pole facilities over, across, and along the western boundary of the City of Chandler Water Reclamation Facilities located on Old Price Road; and

WHEREAS, the City of Chandler is willing to grant a high voltage easement to SRP to accommodate this project.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Chandler, Arizona, as follows:

Section 1. That the City Council of the City of Chandler, Arizona, authorizes and approves the granting of an easement to Salt River Project Agricultural Improvement and Power District for aerial and pole facilities over, across, and along that certain property legally described and depicted in the attached Exhibit "A".

Section 2. That the granting of said easement shall be in substantially the form approved by the City Attorney and attached as Exhibit "B".

Section 3. That the Mayor of the City of Chandler, Arizona, is hereby authorized to execute the high voltage easement and this Ordinance on behalf of the City.

INTRODUCED AND TENTATIVELY APPROVED by the City Council of the City of Chandler, Arizona, this ____ day of _____ 2022.

ATTEST:

CITY CLERK

MAYOR

PASSED AND ADOPTED by the Mayor and City Council of the City of Chandler, Arizona, this _____ day of _____, 2022.

ATTEST:

CITY CLERK

MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Ordinance No. 5023 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the _____ day of _____, 2022, and that the vote was _____ ayes, and _____ nays.

CITY CLERK

APPROVED AS TO FORM

CITY ATTORNEY

THB

Published in the Arizona Republic on:

EXHIBIT "A"
(Legal Description and Drawing)

EXHIBIT "A"

SRP JOB NUMBER: T3316789

SRP JOB NAME: HIGH-TECH INTERCONNECT PROJECT

SECTION 18, TOWNSHIP 2S, RANGE 5E

DATE: 07-01-2022

PAGE 1 OF 3

AN EASEMENT LOCATED IN THE WEST HALF OF SECTION 18, TOWNSHIP 2 SOUTH, RANGE 5 EAST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 18, BEING A BRASS CAP IN HAND HOLE, FROM WHICH THE NORTH QUARTER CORNER OF SAID SECTION 18, BEING A BRASS CAP IN HAND HOLE, BEARS NORTH 88 DEGREES 56 MINUTES 33 SECONDS EAST, A DISTANCE OF 2649.78 FEET (**BASIS OF BEARINGS**);

THENCE ALONG THE WEST LINE OF SAID SECTION 18, SOUTH 00 DEGREES 17 MINUTES 33 SECONDS EAST, A DISTANCE OF 65.01 FEET TO **THE POINT OF BEGINNING**;

THENCE DEPARTING SAID SECTION LINE, NORTH 88 DEGREES 56 MINUTES 33 SECONDS EAST, A DISTANCE OF 80.01;

THENCE SOUTH 00 DEGREES 17 MINUTES 33 SECONDS EAST, A DISTANCE OF 2580.58 FEET;

THENCE SOUTH 00 DEGREES 13 MINUTES 26 SECONDS EAST, A DISTANCE OF 1323.54 FEET;

THENCE SOUTH 89 DEGREES 00 MINUTES 18 SECONDS WEST, A DISTANCE OF 80.01 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 18;

THENCE NORTH 00 DEGREES 13 MINUTES 26 SECONDS WEST, A DISTANCE OF 1324.56 FEET;

THENCE NORTH 00 DEGREES 17 MINUTES 33 SECONDS WEST, A DISTANCE OF 2579.47 FEET TO **THE POINT OF BEGINNING**.

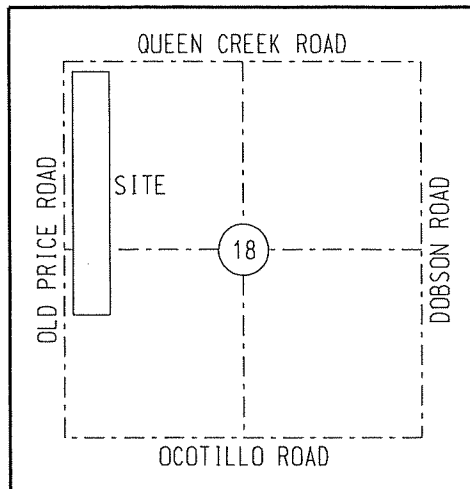
SAID EASEMENT CONTAINS AN AREA OF 312,326 SQUARE FEET, OR 7.170 ACRE(S), MORE OR LESS.

DISTANCES CONTAINED IN THIS DESCRIPTION ARE GROUND DISTANCES. GRID DISTANCES WERE SCALED BY A COMBINED SCALE FACTOR OF 1.00015221977783 TO OBTAIN GROUND DISTANCES.

END OF DESCRIPTION



EXHIBIT "A"



VICINITY MAP (NTS)
T2S, R5E
G&SRM

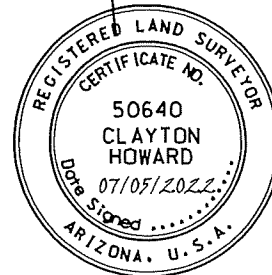
LEGEND

- SECTION AND CENTERLINE
- PROPERTY LINE
- ▨ LIMITS OF EASEMENT
- TIE LINE
- ◆ SECTION CORNER AS NOTED

BASIS OF BEARINGS:
THE ARIZONA STATE PLANE COORDINATE
SYSTEM, CENTRAL ZONE, NAD 83 DATUM.

ABBREVIATION TABLE

APN	ASSESSOR'S PARCEL NUMBER
ACF	ALUMINUM CAP FLUSH
FND	FOUND
BLM	BUREAU OF LAND MANAGEMENT
MCR	MARICOPA COUNTY RECORDER
LVI	LAST VISUAL INSPECTION
NTS	NOT TO SCALE
POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING



CAUTION

THE EASEMENT LOCATION AS HEREON DELINEATED MAY CONTAIN HIGH VOLTAGE ELECTRICAL EQUIPMENT, NOTICE IS HEREBY GIVEN THAT THE LOCATION OF UNDERGROUND ELECTRICAL CONDUCTORS OR FACILITIES MUST BE VERIFIED AS REQUIRED BY ARIZONA REVISED STATUTES, SECTION 40-380.21, ET. SEQ., ARIZONA BLUE STAKE LAW, PRIOR TO ANY EXCAVATION.

NOTES

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THIS EXHIBIT IS INTENDED TO ACCOMPANY AN EASEMENT. ALL PARCELS SHOWN WERE PLOTTED FROM RECORD INFORMATION, AND NO ATTEMPT HAS BEEN MADE TO VERIFY THE LOCATION OF ANY BOUNDARIES SHOWN. THIS IS NOT AN ARIZONA BOUNDARY SURVEY.

ALL ELECTRIC LINES SHOWN ARE MEASURED TO THE WINDOW OF THE EQUIPMENT PAD UNLESS OTHERWISE NOTED.

SALT RIVER PROJECT
AGRICULTURAL IMPROVEMENT & POWER DISTRICT



SURVEY DIVISION
LAND DEPARTMENT

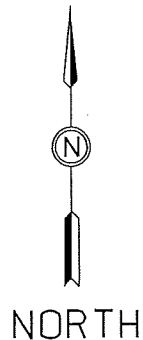
SRP JOB NUMBER: T3316789	SCALE: NTS
I.O. NUMBER: N/A	SHEET: 2 OF 3
AGENT: ENGLISH	SHEET SIZE: 8.5"x11"
DRAWN: LEONARD	REVISION: 1
CHECKED BY:	CREW CHIEF: MORZELLA
DATE: 07-01-2022	FIELD DATE: 08-12-2021

HIGH-TECH INTERCONNECT
PROJECT

W 1/2, SECTION 18
T.2S, R.5 E

EXHIBIT "A"

NORTHWEST CORNER
SECTION 18
FOUND BC IN HH
LVI 01-15-2016



65.01'
S00°17'33"E
(TIE)

POB
POC

(BASIS OF BEARINGS) N88°56'33"E 2649.78'

QUEEN CREEK ROAD

NORTH 1/4 CORNER
SECTION 18
FOUND BC IN HH
LVI 11-07-2016

APN: 303-37-959
2013-1069085 (MCR)
BK#536-PG#25 (MCR)
OWNER: C.O.C

APN: 303-37-001H
1984-0151826 (MCR)
BK#260-PG#34 (MCR)
(LOT# 2)
OWNER: C.O.C

APN: 303-37-001J
2006-0585055 (MCR)
OWNER: C.O.C

WEST 1/4 CORNER
SECTION 18
FOUND BLM BC
LVI 03-26-2019

SOUTHWEST CORNER
SECTION 18
FOUND BLM BC
LVI 10-08-2015

S00°17'33"E 2644.47'

2579.47'

2580.58'

S00°17'33"E

80.00'

80.00'

S00°13'26"E 2650.12'

1324.56'

S00°13'26"E 1323.54'

80.01'

S89°00'18"W

PRICE ROAD

SALT RIVER PROJECT
AGRICULTURAL IMPROVEMENT & POWER DISTRICT



SURVEY DIVISION
LAND DEPARTMENT

SRP JOB NUMBER: T3316789	SCALE: NTS
I.O. NUMBER: N/A	SHEET: 3 OF 3
AGENT: ENGLISH	SHEET SIZE: 8.5"x11"
DRAWN: LEONARD	REVISION: 1
CHECKED BY:	CREW CHIEF: MORZELLA
DATE: 07-01-2022	FIELD DATE: 08-12-2021

HIGH-TECH INTERCONNECT
PROJECT

W 1/2, SECTION 18
T.2S, R.5 E

EXHIBIT "B"
(High Voltage Easement at City of Chandler Water Reclamation Facilities)

WHEN RECORDED MAIL TO:

SALT RIVER PROJECT

Land Department/PAB350 PO

Box 52025

Phoenix, Arizona 85072-2025

**AFFIDAVIT EXEMPT PURSUANT TO
A.R.S. §§ 11-1134(A)(2) and (A)(3)**

HIGH VOLTAGE EASEMENT (City of Chandler Water Reclamation Facilities)

Maricopa County
Parcel # 303-37-001J, -001H, -001F, -959
W 1/2 Sec. 18, T02S, R05E

R/W #: Agt: SBS
Job #
W_____ C _____

CITY OF CHANDLER, ARIZONA, an Arizona municipal corporation, hereinafter called Grantor, for and in consideration of the sum of Ten Dollars and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant and convey to **SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT**, an agricultural improvement district organized and existing under the laws of the State of Arizona, its successors and assigns, hereinafter called Grantee, for use by Grantee and Grantee's employees, contractors, co-owners, participants, licensees, and invitees, a non-exclusive easement to construct, install, access, reconstruct, replace, remove, repair, operate and maintain: poles, towers, or other supporting structures (collectively "Poles"); and conductors, cables, wires, communication and signal lines; and other appliances, appurtenances, and fixtures (collectively "Aerial Facilities") (Poles and Aerial Facilities are collectively "Facilities") for the transmission and distribution of electricity, communication signals and data, and for all other purposes connected therewith at such locations and elevations in, across, through and along the Easement Parcel (defined below), as Grantee may now or in the future deem convenient or necessary from time to time, together with the right of vehicular and pedestrian access to, from, over, across, and along Grantor's Property for the purpose of trimming, cutting, or clearing trees, brush or other vegetation, or remove any other obstacles encroaching within the Easement Parcel as provided herein (collectively, the Easement). The lands in, upon, over, across, through and along which the Easement is granted are situated in the County of Maricopa, State of Arizona, and are more particularly depicted and described as:

Easement Parcel:

The vertical space (air space) above Grantor's Property beginning at an elevation of fifteen (15) feet ("Aerial Easement") and the ground area located within the full easement width and fifty (50) feet north/south of

a Pole on Grantor's Property ("Ground Easement"), and which are located as shown IN EXHIBIT A, attached hereto, and incorporated with this reference.

CAUTION: Facilities placed within the Easement Parcel may contain high voltage electrical equipment or water reclamation facilities and infrastructure. Notice is given that the location of underground electrical conductors and other facilities must be verified as required by the Arizona Blue Stake Law, A.R.S. Sections 40-360.21-32, prior to any excavation. Notice is also given that any activity performed within the Easement Parcel shall comply with the Arizona Overhead Powerline Safety Law, A.R.S. Sections 40-360.41-45.

The Easement is governed by the following terms and conditions:

1. Additional Consideration for Easement. When this Easement will be used by Grantee in place of an existing overhead easement located in Grantor's right-of-way and which is used for the transmission and distribution of electricity ("Existing Overhead Easement"), Grantee will convey to Grantor simultaneously with the grant of this Easement Grantee's interests and rights in the Existing Overhead Easement as additional consideration for this Easement. In addition, except for any Facilities Grantor may permit to be abandoned in place, Grantee agrees to remove any Facilities in the Existing Overhead Easement at Grantee's sole cost.
2. Use by Grantor or Third Parties. Grantor and any third parties reserve the right to use and occupy the Easement Parcel for any purposes, which will not interfere with the rights and privileges granted to Grantee hereunder or endanger the Facilities, in compliance with the requirements and obligations set forth in this instrument. Such right to use and occupy the Easement Parcel includes the right to use and dedicate any portion of the Easement Parcel for perpendicular crossing(s) of public rights-of-way, subject to Grantor's compliance with the requirements of this instrument. Grantee shall not allow other parties to use the Easement Parcel for the installation of additional Facilities for such other parties' use, whether jointly or separately from Grantee, unless such other parties comply with applicable City ordinances and permit and/or licensing requirements.
3. Use Procedures. Grantor may use (or permit third party use of) the Easement Parcel for specific purposes if Grantor and Grantee mutually consent to Grantor's or a third party's use, which consent must not be unreasonably withheld by Grantee. Such use should: (i) prevent or minimize any actual or potential conflict with the Facilities or access thereto, and (ii) comply with all other terms and conditions of this instrument. Prior to the commencement of any construction or development activity on, or any other use of the Easement Parcel, Grantor or third party, as applicable, shall provide Grantor and Grantee with plans describing the proposed use. Such plans shall include without limitation all construction and other development plans showing all proposed improvements to be located within, and activities to be conducted on the Easement Parcel, or any proposed alterations thereto. Grantor's and Grantee's consent to the use of the Easement Parcel shall be documented in writing and is subject to all such uses complying with Grantor's and Grantee's clearance, access, and construction standards, as well as National Electrical Safety Code (NESC), Arizona law, Federal law (including OSHA), and

all other applicable rules, codes, or regulations. To minimize interference with and disruption of Grantor's and Grantee's use of the Easement Parcel, Grantor and Grantee will provide the other party with the name and contact information of a representative who is available twenty-four (24) hours a day seven (7) days a week.

4. Development Standards. For the portions of the Easement Parcel located within the Ground Easement, all below-ground facilities must be designed to meet Grantee's then current minimum loading standards. As of the recordation date, such below-ground facilities must be designed to withstand a minimum loading of 320 pounds per square inch (PSI) applied to the ground surface under a crane outrigger pad measuring 27 inches in diameter. This design standard does not apply to Aerial Facilities or the Aerial Easement. Notwithstanding anything herein to the contrary, under no circumstances may any use of the Easement Parcel (by Grantor or any third party) interfere with Grantee's right and ability to construct, access, maintain, and use the Facilities, or endanger any of the Facilities or the use thereof.

5. Clearance of Vegetation. Grantee possesses the right (but not the obligation) to trim, cut, and clear away trees, brush, or other vegetation within, or which does or may encroach, the Ground Easement or Aerial Easement, whenever in Grantee's judgment the same shall be necessary for Grantee's use, operation, or maintenance of, or access to the Facilities, or for safety or system reliability reasons.

6. Relocation of Grantee's Facilities. After the initial installation or relocation of Facilities within the Easement Parcel, if Grantor requires Grantee to relocate or modify the Facilities within the Ground Easement or Aerial Easement, Grantor will: (i) pay and/or reimburse Grantee all costs incurred for such relocation or modification; and (ii) provide a reasonable new location for the Facilities, and easement rights therefor, that meets the standards set forth in this instrument.

7. Perpetual Nature of Easement. This Easement, and Grantee's rights hereunder, shall be perpetual, and shall not terminate until, and unless abandoned through the recordation of a document formally abandoning the Easement, which references this instrument and is executed and acknowledged by Grantee. Upon such recordation, all Grantee's rights hereunder shall cease, except the right to remove any and all property placed upon the Easement Parcel within a reasonable time subsequent to such abandonment.

8. Successors and Assigns. The benefits and burdens, and the covenants and agreements herein set forth shall run with and burden the land and shall extend and inure in favor and to the benefit of, and shall be binding on Grantor and Grantee and their successors and assigns. Grantee shall have the right to assign the Easement, in whole or in part, to one or more assignees and, upon the assignment, any such assignee hereby assumes the rights and obligations of the Grantee hereunder with respect to the portion of the Easement assigned.

9. Rights and Remedies Cumulative. The rights and remedies hereunder are cumulative, and the exercise of any one or more of such rights or remedies shall not preclude the exercise, at the same or different times, of any other right or remedy available.

10. Private Use. The provisions of this Easement Agreement are not intended to and do not constitute a public utility easement or any other grant, dedication, or conveyance for public use of the Easement Parcel.

11. Warranty of Title. Grantor represents and warrants that Grantor has full power and authority to grant the Easement and to perform its obligations under this document.

12. Authority to Bind Grantor. The individual executing this document represents and warrants: (i) that he or she is authorized to do so on behalf of Grantor; (ii) that he or she has full legal power and authority to bind Grantor in accordance with the terms herein and, if necessary, has obtained all required consents or delegations of such power and authority.

13. Fences. Grantee, at its expense, may construct, modify, and maintain access openings and gates at such locations and of such dimensions as determined by Grantee in consultation with Grantor, in all existing fences and walls across or within the Easement Parcel. If Grantor constructs fences or walls across the Easement Parcel, Grantor shall, at its expense, provide Grantee with openings at locations and of such dimensions as determined by Grantee in consultation with Grantor. Grantor, at its expense, may install gates across such openings and, if such gates are locked, shall install a multiple locking device, accessible by both Grantor and Grantee. Nothing set forth in this paragraph 13 restricts or otherwise modifies Grantee's approval rights under paragraph 3, and Grantor shall obtain prior written approval for any proposed fences and walls within the Easement Parcel.

14. Public Emergency. Grantor and Grantee acknowledge the Easement Parcel contains critical infrastructure to both parties. Accordingly, both Grantor and Grantee shall have the right (but not the obligation), because of a public emergency, to dig-up or otherwise damage Facilities without prior notice to the other party, if the action is deemed reasonably necessary by Grantee, or Grantor's City Manager, Fire Chief, Police Chief, City Street Transportation Director, Public Works Director, or Water Services Director. A public emergency may be any condition which, in the opinion of Grantee or any of the officials named, poses an immediate threat to the lives or property of the residents of the City of Chandler or others caused by any natural or man-made disaster including, but not limited to, storms, floods, fire, accidents, explosions, major water main breaks, or hazardous material spills. Grantor or Grantee, as appropriate, will notify the other party as soon as reasonably possible of the public emergency and the action taken.

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY.

IN WITNESS WHEREOF, the **City of Chandler, an Arizona municipal corporation**, has caused this instrument to be executed by its duly authorized representative(s), this ____ day of _____, 2022.

Grantor: City of Chandler
an Arizona municipal corporation

ATTEST:

Clerk

By _____
Kevin Hartke, Mayor

APPROVED AS TO FORM:

City Attorney *JMB*

STATE OF ARIZONA)

) ss

County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by Kevin Hartke, Mayor of the City of Chandler, an Arizona municipal corporation, on behalf of such corporation.

Notary Public

My commission expires:

Note: This instrument is exempt from the real estate transfer fee and affidavit of legal value required under A.R.S. Sections 11-1132 and 11-1133 pursuant to the exemptions set forth in A.R.S. Sections 11-1134(A)(2) and (A)(3).

EXHIBIT "A"

SRP JOB NUMBER: T3316789
SRP JOB NAME: HIGH-TECH INTERCONNECT PROJECT
SECTION 18, TOWNSHIP 2S, RANGE 5E

DATE: 07-01-2022
PAGE 1 OF 3

AN EASEMENT LOCATED IN THE WEST HALF OF SECTION 18, TOWNSHIP 2 SOUTH, RANGE 5 EAST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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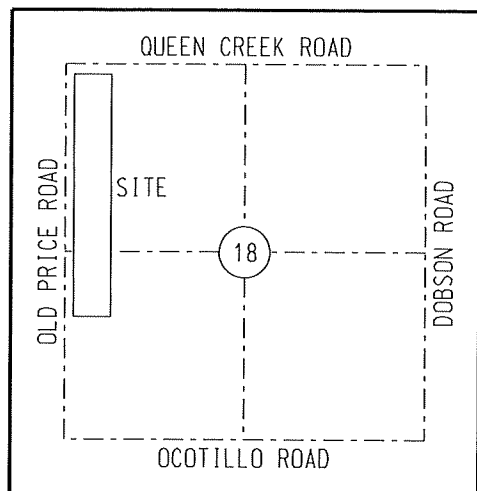
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END OF DESCRIPTION



EXHIBIT "A"



VICINITY MAP (NTS)
T2S, R5E
G&SRM

LEGEND

- SECTION AND CENTERLINE
- PROPERTY LINE
-  LIMITS OF EASEMENT
- TIE LINE
- ◆ SECTION CORNER AS NOTED

BASIS OF BEARINGS:
THE ARIZONA STATE PLANE COORDINATE
SYSTEM, CENTRAL ZONE, NAD 83 DATUM.

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SALT RIVER PROJECT
AGRICULTURAL IMPROVEMENT & POWER DISTRICT



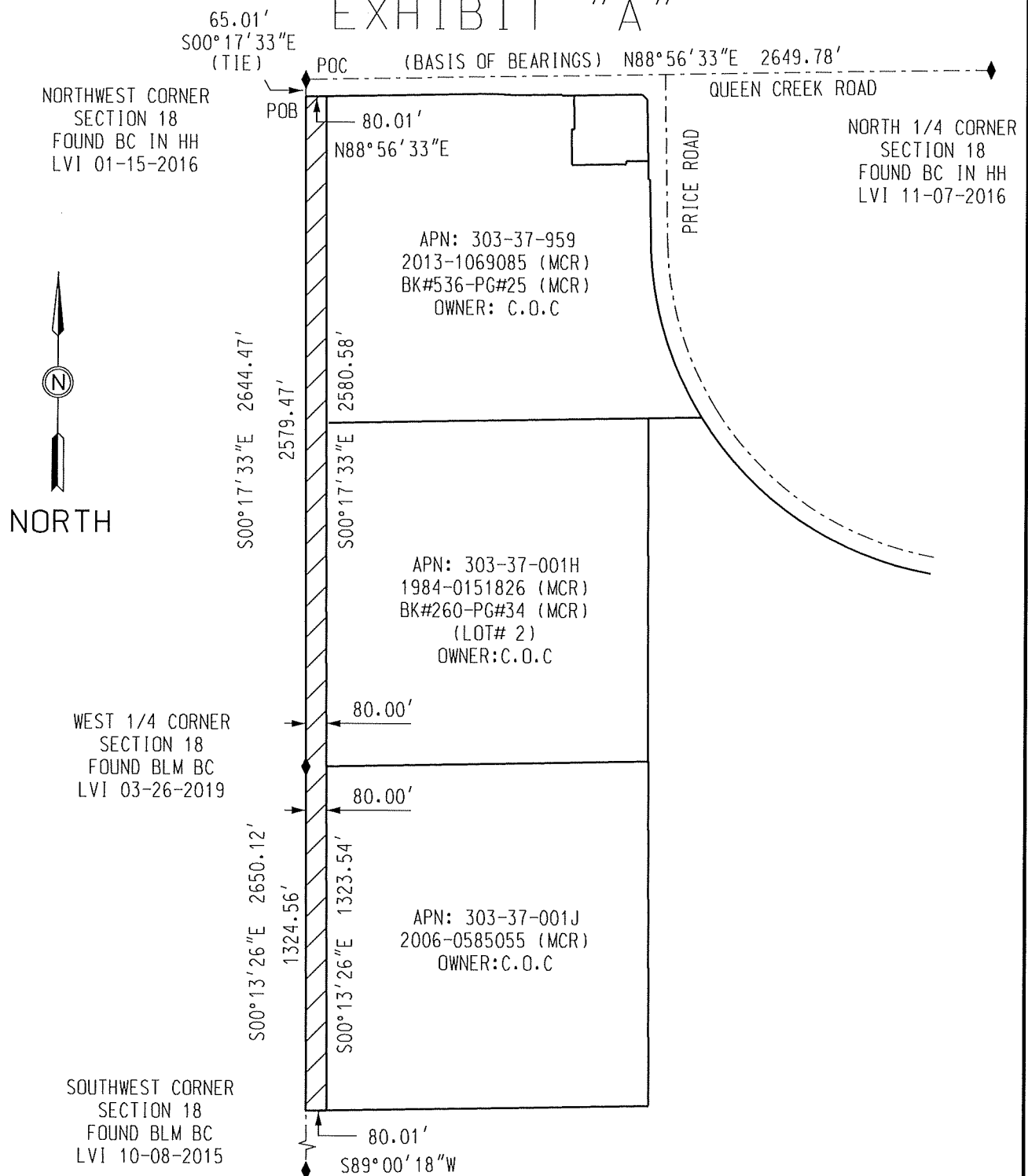
SURVEY DIVISION
LAND DEPARTMENT

SRP JOB NUMBER: T3316789	SCALE: NTS
I.O. NUMBER: N/A	SHEET: 2 OF 3
AGENT: ENGLISH	SHEET SIZE: 8.5"x11"
DRAWN: LEONARD	REVISION: 1
CHECKED BY:	CREW CHIEF: MORZELLA
DATE: 07-01-2022	FIELD DATE: 08-12-2021

HIGH-TECH INTERCONNECT
PROJECT

W 1/2, SECTION 18
T.2S, R.5 E

EXHIBIT "A"



SALT RIVER PROJECT
AGRICULTURAL IMPROVEMENT & POWER DISTRICT



SURVEY DIVISION
LAND DEPARTMENT

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