

WHEN RECORDED MAIL TO:

SALT RIVER PROJECT
Land Department/PAB10W
P. O. Box 52025
Phoenix, Arizona 85072-2025

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

UNDERGROUND HIGH VOLTAGE POWER EASEMENT

Maricopa County
Section 07, T02S, R05E

R/W#: 3406

Agt: MEM/CME
Job: LJ88444

W: JYM

C: MEM

City of Chandler, an Arizona municipal corporation,

hereinafter called "Grantor", for and in consideration of the sum of One Dollar, and other valuable consideration, receipt of which is 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, and its successors and assigns, hereinafter called "Grantee", for use by Grantee and Grantee's agents, employees, contractors, co-owners, participants, and permittees, an easement in, upon, over, under, across, through and along the lands hereinafter described (such lands hereinafter described being sometimes referred to herein as the "Easement Parcel" defined below), to construct, install, reconstruct, replace, remove, repair, operate and maintain underground conduits, conductors, pipes, cables, wires, fiber optic, concrete encasement, vaults, pads, switching equipment, enclosures, manholes and transformers and all other appliances, appurtenances and fixtures for the transmission and distribution of electricity, communication signals and data and for all other purposes connected therewith (collectively "Facilities") at such locations and elevations, in, upon, over, under, across and along the Easement Parcel, as Grantee may now or hereafter deem convenient or necessary from time to time, together with the right of ingress and egress to, from, across and along the Easement Parcel.

The lands in, upon, over, under, across, through and along which this easement is granted are situated in the County of Maricopa, State of Arizona, and are more particularly described as:

Easement Parcel:

See Exhibit A attached hereto and made a part hereof.

CAUTION: Facilities placed within the Easement Parcel 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 40-360.21, et. seq., Arizona Blue Stake Law, prior to any excavation.

Grantor and Grantee agree that this Underground Power Easement shall be governed by the following terms and conditions:

1. Grantor shall maintain a Grantee approval area that consists of the portion of the subsurface of the Easement Parcel beginning at the bottom limit of the aggregate base course (ABC) for the road pavement, not to exceed twenty inches (20") below ground level, and ending at two feet (2') below the lowest point of the Facilities (the "Grantee Approval Area"). Grantor shall not, whether directly or indirectly through the granting of permission, install improvements or perform any other construction activities within the Grantee Approval Area without Grantee's prior written consent, which will not be unreasonably withheld, conditioned or delayed. Without limiting Grantee's consent rights hereunder, it shall be deemed reasonable for Grantee to withhold such consent if the proposed improvements or construction activities (A) are within the two-foot area located above or below of the Facilities, (B) are not installed perpendicular to the Facilities, or (C) are installed within sixty feet of the splice vaults. Grantor shall provide, or require applicant to provide, Grantee with the following minimum information to allow Grantee to review any proposed utility crossings within the Grantee Approval Area: (T) type of utility, (U) size and planned minimum depth of the proposed utility, (V) pipe and conduit material, (W) whether the proposed utility is a heat generating facility, (X) pressure of the proposed utility, (Y) the construction methodology, and (Z) location of crossing. Notwithstanding the foregoing, Grantor may perform, or authorize other public utilities to perform soft digging within the Grantee Approval Area for the purpose of locating the Facilities, provided that a representative of Grantee is on-site for such soft digging.

2. Except as expressly set forth herein, Grantor shall not construct, install or place, or permit to be constructed, installed or placed any building or other structure, plant any additional trees, drill any well, store materials of any kind, or alter ground level by cut or fill, to a depth not to exceed eight inches above or below existing grade, within the area of the Easement Parcel. Any landscape restoration associated with the Installation Work shall not include any trees or any other improvements which violate the provisions of this paragraph.

3. Subject to the provisions set forth herein, Grantor reserves the right to use and occupy the Easement Parcel for any purpose consistent with the rights and privileges herein granted and which will not interfere with or endanger any of the Facilities or the use thereof. Grantor and Grantee acknowledge that the Facilities shall be installed within Grantor's existing right-of-way and, in some instances, at the option and discretion of Grantee, may cross over other existing utilities, including but not limited to existing utilities of Grantor located within the Grantee Approval Area, as described and depicted in the Relocation Plans, or as otherwise approved by Grantee in accordance with the requirements of paragraph 1 of this instrument ("Authorized Utilities"). Notwithstanding Grantee's rights within the Grantee Approval Area, Grantor may perform, or may authorize a public utility to perform, construction and maintenance activities on the Authorized Utilities within the Grantee Approval Area, provided that all such construction or maintenance activities comply with all the requirements set forth in this paragraph. The following requirements shall apply to construction and maintenance activities within the Grantee Approval Area: (a) no construction or maintenance activities shall be performed within (i) the five-foot area horizontally adjacent to, (ii) the two-foot area above, (iii) the two-foot area below, or (iv) the area between the concrete encasements in which the duct banks are located, (b) any thermal backfill disturbed by construction or maintenance activities shall be replaced with Grantee approved thermal rated backfill, and (c) Grantor shall provide prior notification to, and coordination with Grantee before undertaking or authorizing, as applicable, any construction or maintenance activities within the Grantee Approval Area. Prior to authorizing any third party to conduct work within the Grantee Approval Area, Grantor shall obtain such party's agreement to comply with the above requirements. Grantor further agrees that Grantor shall not (y) install, or authorize the installation of, any utilities within the Easement Area parallel to the Facilities, or (z) perform or authorize construction or maintenance activities within the Easement Area that adversely impact the Facilities or Grantee's access thereto.

4. Grantee shall have the right (but not the obligation) to trim, cut and clear away trees, brush or other vegetation on the Easement Parcel whenever in its judgment the same shall be necessary for the convenient and safe exercise of the rights herein granted.

5. Any and all Grantee construction activities within the Continuum Street right-of-way will comply with City of Chandler ordinances, rules and regulations pertaining to the conduct of construction activities within City right-of-way, to the extent applicable. After the construction and installation of the Facilities within the Easement Parcel, the City of Chandler will issue a blanket annual City Authorization for all Grantee maintenance activities within the Easement Parcel. If there is a conflict between this Underground Power Easement (including, without limitation, the right to access the Facilities) and any permit or other City Authorization issued after construction with respect to the Facilities or the Easement Parcel, the terms and provisions of this Underground Power Easement will control, provided, however, that 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. "City Authorization" means any instrument, whether denominated as a permit, a license, or otherwise, by which the City authorizes a person or entity to use the City right-of-way.

6. Grantee will be responsible (at Grantee's sole cost and expense) for maintaining and repairing the Facilities in a good, safe, clean, and commercially reasonable condition and in accordance with all applicable laws. Grantee agrees not to unreasonably disturb Grantor's use of the Easement Parcel during any such maintenance or repairs. In connection with any work performed by or on behalf of Grantee under this Easement, Grantee agrees (at Grantee's sole cost and expense) (i) to repair or replace any damaged Grantor improvements located within the Easement Parcel, including, without limitation, pavement, sidewalks, and landscaping (softscape and hardscape) in a commercially reasonable manner, and (ii) to perform all such work free and clear of any mechanics' or materialmen's liens.

7. The easement and other rights granted to Grantee hereunder, shall be perpetual, and shall not terminate until, and unless abandoned through the recordation of a document executed and acknowledged by Grantee specifically terminating this instrument. 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 termination. To induce Grantee to accept this instrument and the easement granted herein for the installation of the Facilities, Grantor warrants that this instrument creates a permanent easement for the construction, installation, reconstruction, replacement, removal, repair, operation, and maintenance of the Facilities. If Grantor requires Grantee to relocate or modify the Facilities, Grantor will (i) pay and/or reimburse Grantee any and 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. Notwithstanding anything in this instrument, or laws, statutes, ordinances, rules, or regulations to the contrary, the City of Chandler, or any successor in interest, including without limitation any subsequent "Grantor" under this instrument, shall allow Grantee to abandon the Facilities in place within the Easement Parcel, and not require their removal. Grantor acknowledges that the Facilities are being located within public right-of-way at the request of Grantor, and that Grantee materially relied on the provisions of this paragraph in agreeing to Grantor's request. Grantee acknowledges that Grantor relocated its facilities to pass underneath Grantee's Facilities at the request and direction of Grantee.

8. 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. The provisions of this Underground Power Easement are not intended to and do not constitute a grant, dedication, or conveyance for public use of the Easement Parcel. The rights herein created are private and for the benefit only of Grantor and Grantee and their successors and assigns.

10. 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.

[Signatures appear on following page]

IN WITNESS WHEREOF, City of Chandler, an Arizona municipal corporation has caused its name to be executed by its duly authorized representative(s), this ____ day of _____, 20__.

City of Chandler
an Arizona municipal corporation

ATTEST:

Clerk

By: _____
Kevin Hartke, Mayor

APPROVED AS TO FORM:

City Attorney

D.M.B.

STATE OF ARIZONA)
) ss
County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, 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

Legal Description of Easement Parcel

[consisting of 3 pages]

EXHIBIT "A"

SRP JOB NUMBER: T3428176
SRP JOB NAME: MERLE-SCHRADER 69KV UG LOOP-IN
TTRSS: 2S5E07

DATE: 12-05-2023
PAGE: 1 OF 3

AN EASEMENT LOCATED IN THE NORTHWEST QUARTER OF SECTION 07, 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 NORTH QUARTER CORNER OF SAID SECTION 07, BEING A CHISELED CROSS, FROM WHICH THE NORTHWEST CORNER OF SAID SECTION 07, BEING A BRASS CAP FLUSH, BEARS SOUTH 88 DEGREES 48 MINUTES 03 SECONDS WEST, A DISTANCE OF 2650.60 FEET (BASIS OF BEARINGS);

THENCE SOUTH 29 DEGREES 32 MINUTES 12 SECONDS WEST, A DISTANCE OF 1949.75 FEET TO THE NORTH RIGHT OF WAY LINE OF CONTINUUM STREET AND THE POINT OF BEGINNING;

THENCE SOUTH 00 DEGREES 00 MINUTES 01 SECONDS WEST, A DISTANCE OF 90.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF CONTINUUM STREET;

THENCE ALONG SAID SOUTH RIGHT OF WAY LINE SOUTH 89 DEGREES 18 MINUTES 22 SECONDS WEST, A DISTANCE OF 44.00 FEET;

THENCE NORTH 00 DEGREES 00 MINUTES 01 SECONDS WEST, A DISTANCE OF 90.00 FEET TO SAID NORTH RIGHT OF WAY LINE;

THENCE ALONG SAID NORTH RIGHT OF WAY LINE NORTH 89 DEGREES 18 MINUTES 22 SECONDS EAST, A DISTANCE OF 44.00 FEET TO SAID POINT OF BEGINNING.

SAID EASEMENT CONTAINS AN AREA OF 3,960 SQUARE FEET OR 0.091 ACRES, MORE OR LESS.

END OF DESCRIPTION

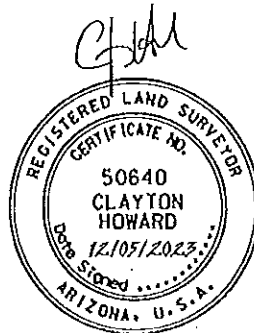
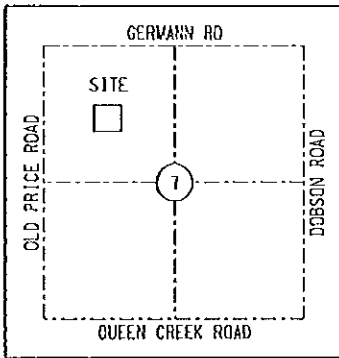


EXHIBIT "A"

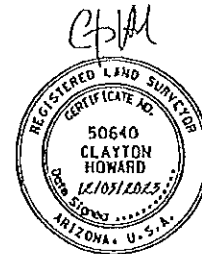


LEGEND

- SECTION AND CENTERLINE
- PROPERTY LINE
- ////// EASEMENT AREA
- TIE LINE
- ◆ SECTION CORNER AS NOTED

ABBREVIATION TABLE

APN	ASSESSOR'S PARCEL NUMBER
BCF	BRASS CAP FLUSH
MCR	MARICOPA COUNTY RECORDER
(M)	MEASURED
LVI	LAST VISUAL INSPECTION
NTS	NOT TO SCALE
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT



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

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.

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

SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT & POWER DISTRICT		SURVEY DIVISION LAND DEPARTMENT
SRP LOWR NUMBER: NA	SCALE: NTS	
I.O. NUMBER: T3428176	SHEET: 2 OF 3	MERLE SCHRADER 69KV UG LOOP-IN NW 1/4, SECTION 07 T.2 S., R.7 E. 7.3 SOUTH - 24.3 EAST
AGENT: BOCKMANN	SHEET SIZE: 8.5"x11"	
DRAWN: MALEK	REVISION: 0	
CHECKED BY: HOWARD	CREW CHIEF: MCCAFFERY	
DATE: 12-05-2023	FIELD DATE: 04-10-2023	

EXHIBIT "A"

NORTHWEST CORNER
OF SECTION 7
FOUND BCF
LVI: 03-27-2019

S88°48'03"W 2650.60'(M)
(BASIS OF BEARINGS)
GERMANN ROAD

NORTH QUARTER CORNER
OF SECTION 7
FOUND CHISELED CROSS
LVI: 02-18-2019
POC

NORTH

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S00°00'01"W	90.00'
L2	S89°18'22"W	44.00'
L3	N00°00'01"W	90.00'
L4	N89°18'22"E	44.00'

OLD PRICE ROAD

CONTINUUM STREET

POB

L4

L3

L2

S29°32'12"W 1949.75'(TIE)

EASEMENT AREA:
3,960 SQ. FT.
0.091 ACRES

SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT & POWER DISTRICT		SURVEY DIVISION LAND DEPARTMENT
SRP LDR NUMBER: NA	SCALE: NTS	
I.O. NUMBER: T3428176	SHEET: 3 OF 3	MERLE SCHRADER 69KV UG LOOP-IN NW 1/4, SECTION 07 T.2 S., R.7 E. 7.3 SOUTH - 24.3 EAST
AGENT: BOCKMANN	SHEET SIZE: 8.5"x11"	
DRAWN: MALEX	REVISION: 0	
CHECKED BY: HOWARD	CREW CHIEF: MCCAFFERY	
DATE: 12-05-2023	FIELD DATE: 04-10-2023	