

EXHIBIT "B"
Contract and Grant of Easement

Contract No. 24-LE-32-4389
Case No. 22-029

Exempt per A.R.S. § 11-1134 A.3.

ORIGINAL
UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

SALT RIVER PROJECT

CONTRACT AND GRANT OF EASEMENT

THIS CONTRACT AND GRANT OF EASEMENT, made this _____ day of _____, _____, pursuant to the Reclamation Act of June 17, 1902 (32 Stat. 388), the Reclamation Project Act of 1939 (53 Stat. 1187), and all acts amendatory thereof or supplementary thereto, between the **UNITED STATES OF AMERICA**, hereinafter referred to as "United States," and the **City of Chandler, an Arizona municipal corporation**, hereinafter referred to as "Grantor."

WITNESSETH:

That the Salt River Project Agricultural Improvement and Power District (SRP), an agricultural improvement district organized and existing under the laws of the State of Arizona, intends to

relocate a portion of a federal irrigation facility acquired for a project purpose to a piped irrigation facility at a new location; and,

WHEREAS, the United States owns a real property interest along the existing irrigation facility, and Grantor owns the fee title to the real property onto which the irrigation facility will be relocated; and,

WHEREAS, Grantor intends to grant to the United States and its assigns that certain real property interest needed for the relocated facility, in exchange for the United States' release of that portion of its existing real property interest no longer needed for project purposes, and for the purpose of benefitting future development of the real property; and,

WHEREAS, the United States will release its interest, if any, in and to the real property interest no longer needed by Contract No. 24-LE-32-4391 to **CRP/Sparrow Chandler Owner, LLC, a Delaware limited liability company**, and all other owners of record of the underlying fee title.

NOW THEREFORE, for valuable consideration, receipt of which is hereby acknowledged, the parties agree to the following grant and mutual covenants:

1. Grantor does hereby grant, with general warranty of title, unto the United States of America and its assigns a perpetual easement to construct, reconstruct, operate and maintain certain water distribution system pipelines, as part of the Salt River Project water distribution system, and such structures, installations and facilities used in the construction, reconstruction, operation and

maintenance of said water distribution system, across certain land situated in the County of Maricopa, State of Arizona, and more fully described in Exhibit "A" attached hereto and by this reference made part hereof.

2. The grant of easement herein contained shall include the perpetual right of ingress and egress over said premises to construct, reconstruct, operate, maintain, enlarge, improve, relocate, remove, repair and renew said water distribution system, together with the present and future right to clear said right-of-way to the extent deemed necessary by the United States to protect the rights and privileges herein granted.

3. The United States, its successors and assigns, may hold such easement forever for all purposes consistent with the water distribution feature of Salt River Project, or any changes, or additions or modifications that may hereafter be made therein, and the United States, its successors and assigns, will have the perpetual right to take and use materials, as well as all of the rights incident to such water distribution feature, or any changes, additions, or modifications thereof over, upon or across said right-of-way described in Exhibit "A".

4. The Grantor hereby ratifies and affirms the right of the United States, its permittees, successors or assigns, to construct, reconstruct, operate, maintain, enlarge, improve, relocate, remove, repair and renew, together with the right of access thereto for such purposes, at any time and from time to time, a water conduit and related facilities, consisting of one or more canals, pipelines, laterals, markers, air valves, manholes, valves, meters, surge control devices, buried communication conduits, and all other fixtures, devices and appurtenances related thereto, and to

conduct all related activities in, on, under, and across the land described in Exhibit "A" under the following conditions:

(a) The United States shall have the right to use the subject land for ingress and egress at any time without prior notice, together with the right to use existing or future roadways, lanes and rights-of-way on Grantor's property adjacent thereto, as may be convenient and necessary for the purposes of exercising the rights herein granted. The United States may, at any time, install and/or use gates in any fences which are now or may hereafter be constructed and to trim, cut and clear away trees or brush whenever, in its judgment, the same shall be necessary for the convenient and safe exercise of the rights hereby granted, on said lands described in Exhibit "A", or on such adjoining lands for the purpose of exercising the rights herein granted.

(b) The rights granted to, and exercised by, the United States shall be subject to all existing structures, fencing, canals, ditches, pipelines, roadways, and rights-of-way, and all future uses thereof, including but not limited to the right of the Grantor to use the lands within said parcel for agricultural and other purposes that do not directly or indirectly interfere with or endanger the exercise of the rights of the United States; PROVIDED, HOWEVER, that the Grantor shall clear and keep clear the lands described in Exhibit "A", from explosives, buildings and structures of all kinds or facilities of a permanent nature which directly or indirectly interfere or could interfere with the rights of the United States, and shall not drill any well, install swimming pools, or alter ground level by cut or fill, within the limits of said rights-of-way and the United States shall have the permanent right of exclusive use and possession within the easement.

5. The grant of easement herein contained is subject to easements and rights-of-way existing or

of record in favor of the public or third parties, and subject to any outstanding interest in any and all organic or inorganic substances in or under said land.

6. Grantor warrants that no person or agency has been employed or retained to solicit or secure this grant upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial agencies maintained by the Grantor for the purpose of securing business.

7. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this grant or to any benefit that may arise herefrom, but this restriction shall not be construed to extend to this grant if made with a corporation or company for its general benefit.

8. The provisions of this grant shall obligate and inure to the benefit of the respective heirs, executors, administrators, successors, and assigns of the parties to this grant.

IN WITNESS WHEREOF, the parties hereto have signed their names the day and year first
above written.

City of Chandler, an Arizona municipal corporation

By: _____

Title: _____

UNITED STATES OF AMERICA

APPROVED AS TO FORM

CITY ATTORNEY

DUG

By: _____

Alexander B. Smith
Area Manager
Phoenix Area Office
Bureau of Reclamation

Acting For

ACKNOWLEDGMENT

State of Arizona)
) ss.
County of Maricopa)

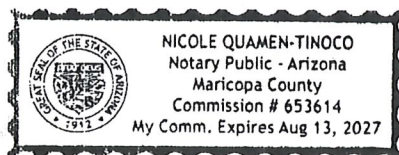
On this ____ day of _____, _____, before me,
_____, a Notary Public in and for said County and State,
personally appeared _____, _____, on behalf of
the **City of Chandler, an Arizona municipal corporation**, known to me to be the person
described in the foregoing instrument, and acknowledged to me that he/she executed the same in
the capacity therein stated and for the purpose therein contained.

Notary Public in and for
said County and State

ACKNOWLEDGMENT

State of Arizona)
) ss.
County of Maricopa)

On this 17th day of April, 2024, before me,
Nicole Quamen-Tinoco, a Notary Public in and for said County and State
personally appeared Sean Heath, Acting, Area Manager, Phoenix
Area Office, Bureau of Reclamation, Department of the Interior, **UNITED STATES OF**
AMERICA, known to me to be the person described in the foregoing instrument, and
acknowledged to me that he/she executed the same on behalf of the United States in the capacity
therein stated and for the purpose therein contained.



Nicole Quamen-Tinoco
Notary Public in and for
said County and State

EXHIBIT "A"
DESCRIPTION OF REAL ESTATE IN
MARICOPA COUNTY, STATE OF ARIZONA

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER (SE 1/4) OF SECTION THIRTY-ONE (31), TOWNSHIP ONE (1) SOUTH, RANGE FIVE (5) EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION THIRTY-ONE (31), FROM WHICH THE SOUTH QUARTER CORNER OF SAID SECTION THIRTY-ONE (31) BEARS NORTH 89 DEGREES 57 MINUTES 33 SECONDS WEST, ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER (SE 1/4), A DISTANCE OF 2644.12 FEET;

THENCE NORTH 89 DEGREES 57 MINUTES 33 SECONDS WEST, ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER (SE 1/4), A DISTANCE OF 76.99 FEET;

THENCE NORTH 00 DEGREES 02 MINUTES 27 SECONDS EAST, A DISTANCE OF 33.00 FEET TO THE **POINT OF BEGINNING**;

THENCE NORTH 89 DEGREES 57 MINUTES 33 SECONDS WEST, A DISTANCE OF 45.26 FEET;

THENCE NORTH 44 DEGREES 50 MINUTES 10 SECONDS EAST, A DISTANCE OF 36.61 FEET;

THENCE SOUTH 89 DEGREES 55 MINUTES 38 SECONDS EAST, A DISTANCE OF 19.28 FEET;

THENCE SOUTH 00 DEGREES 22 MINUTES 06 SECONDS EAST, A DISTANCE OF 25.97 FEET TO THE **POINT OF BEGINNING**.

SAID PARCEL OF LAND CONTAINS 838 SQUARE FEET OR 0.02 ACRE, MORE OR LESS.



EXHIBIT

DOBSON RD.

20' IRRIGATION EASEMENT
DOC. 2007-0425679, MCR

S.1/4
SEC.31

N89°57'33"W 2644.12'
(BASIS OF BEARING)

PECOS ROAD

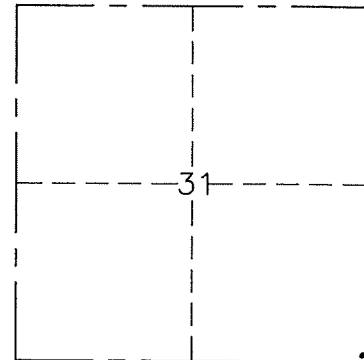
SOUTH LINE OF THE
SOUTHEAST QUARTER

SOUTH QUARTER CORNER SECTION 31,
T.1S., R.5E., G&SRM
FND. B.C.H.H.

SOUTHEAST CORNER SECTION 31,
T.1S., R.5E., G&SRM
FND. B.C.H.H.
P.O.C.

P.O.B.

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N89°57'33"W	76.99'
L2	N00°02'27"E	33.00'
L3	N89°57'33"W	45.26'
L4	N44°50'10"E	36.61'
L5	S89°55'38"E	19.28'
L6	S00°22'06"E	25.97'



VICINITY MAP
2"=1 MILE
SEC. 31,
T.1S., R.5E.
G&SRM

NTS

RICK
ENGINEERING COMPANY

22425 N 16TH STREET SUITE #1
PHOENIX, AZ 85024
480.922.0780

rickengineering.com

San Diego - Riverside - San Luis Obispo - Sacramento - Orange - Tucson - Phoenix - Las Vegas - Denver

**PROPOSED USA EASEMENT
CITY OF CHANDLER**

DRAWING:	RW ESMT R2.DWG			
JOB#	P5685	SCALE:	NTS	SHT: 1 OF 1
DRAFTER:	DSR	CHK:	JH	DATE: 2/15/23