

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

SALT RIVER PROJECT
LAND USE LICENSE

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DOCUMENT

**SALT RIVER PROJECT
LAND USE LICENSE**

Salt River Project License No.:	LJ97936
Salt River Project File No.:	0371A.97936
Agent:	HL
Effective Date:	March 1, 2026

1. License Granted

WHEREAS, it is understood by the parties hereto that Licensor Salt River Project Agricultural Improvement and Power District and the Salt River Valley Water Users' Association ("Association") manage the Licensed Property pursuant to contracts with the United States of America ("U.S.A."), which assign to Licensor the responsibility and authority for the care, operation, maintenance and management of the Salt River Reclamation Project ("Reclamation Project") of which the Licensed Property is a part, and;

WHEREAS, Licensor is willing to consent to Licensee's use of the Licensed Property in a manner that does not in any way compromise the contractual obligations or authority of Licensor to manage the Reclamation Project.

For valuable consideration acknowledged and received by Licensor, the **SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT**, an agricultural improvement district organized and existing under the laws of the State of Arizona ("Licensor"), grants, the **CITY OF CHANDLER**, an Arizona municipal corporation ("Licensee"), a revocable License granting the nonpossessory and nonexclusive right and privilege to enter upon and use certain real property, the Licensed Property, under the following terms and conditions. Nothing herein shall be construed as a conveyance of a real property interest in the Licensed Property.

2. Purpose

Licensee shall make the Licensed Property available for use by the general public and may use the Licensed Property only for a pathway, path lights, signage, trash receptacles, pet waste stations, road gates, landscape and irrigation, seating, signalized crossings, and driveways. Licensee shall not use the Licensed Property for any other purpose without the prior written approval of Licensor. Licensee acknowledges that, but for this License, it has no rights to use or occupy the Licensed Property and represents that it makes no claim to such rights.

3. Licensed Property

The Licensed Property shall mean: the East bank of the Highline from Knox Road to Orchid Lane in the SE Quarter of Section 20 Township 01S Range 04E and that portion of the Kyrene Canal from of South of Knox Road to 250 feet south of the south right-of-way line of Linda Lane in the NE Quarter of Section 21 Township 01S Range 04E, the SE Quarter of Section 21 Township 01S Range 04E and the NE Quarter of Section 28 Township 01S Range 04E, and the NW Quarter of Section 28 Township 01S Range 04E of the Gila and Salt River Base and Meridian, Maricopa County, Arizona as

further depicted on Exhibits “A & B” attached hereto and made a part thereof.

4. Compensation

4.1 Licensee shall reimburse Licensor for all federal, state and local excise, sales, privilege, gross receipts and other similar taxes lawfully imposed on and paid by Licensor as a result of any License Fees received by Licensor under this License; provided, however, that this Section shall not apply to income taxes. Licensee shall pay all property taxes, if any, levied on the Licensed Property.

4.2 All amounts paid by Licensee to Licensor as a result of damages, costs, expenses and sums incurred by Licensor hereunder as a result of Licensee’s default shall be deemed to be License Fees.

4.3 Any payment due under this License that is not paid within 30 days of its due date shall bear interest from the date such payment was due at the rate of eighteen percent (18%) per annum. Licensor shall have all the rights and remedies provided herein and by law for Licensee’s failure to pay any of the compensation specified in this Section 4.

4.4 Within 30 days after receipt of an invoice, Licensee shall pay Licensor for any incremental increase in Licensor’s operation and maintenance costs on the Licensed Property resulting from Licensee’s exercise of its rights hereunder. Licensor shall incur no liability for any costs of repairing or replacing Licensee’s improvements within the Licensed Property that are damaged as a result of Licensor’s operation and maintenance of its facilities unless due to the exclusive negligent or willful acts or omissions of Licensor or its agents or employees.

4.5 In the event of non-payment by Licensee of any amount due hereunder, Licensor's remedies shall include, though not be limited to, the collection of past due compensation and termination of this License.

5. Term

The term of this License shall be for Ten Years (10) Licensed Years (as defined below) beginning March 1, 2026 and ending February 29, 2036. Unless earlier terminated pursuant to the terms set forth herein, this License shall not exceed the term of Contract No. 13LR324038, Agreement Relating to Use of United States Land for Public Recreational Activities, between the USA and Licensor, pursuant to which this License is authorized. For purposes of this License, the term “License Year” shall mean each twelve (12) month period during the term of this License commencing on March 1st and ending at midnight on the next succeeding February 29th.

6. Rights of the United States of America

6.1 This License is subject to the paramount rights and regulatory jurisdiction of the U.S.A. in and to the Licensed Property, federal reclamation law, and all agreements existing and to be made between and among the U.S.A., the Association and Licensor regarding the management, care, operation and maintenance of the Reclamation Project.

6.2 The U.S.A. reserves the right of its officers, agents, and employees at all times to have unrestricted access and ingress to, passage over, and egress from all of said lands, to make investigations of all kinds, dig test pits and drill test holes, to survey for and construct reclamation and irrigation works

and other structures incident to Federal Reclamation Projects, or for any purpose whatsoever. The U.S.A. will make every reasonable effort to keep damages to a minimum.

6.3 The U.S.A., acting through the Bureau of Reclamation (“Reclamation”), Department of the Interior, reserves rights to construct, operate, and maintain public works now or hereafter authorized by the Congress without liability for termination of the License or other damage to Licensee’s activities or facilities.

7. Successors and Assigns

The privileges granted to Licensee herein shall not inure to or benefit any person or entity other than Licensee, either through assignment or sublicense. Any attempt by Licensee to assign or sublicense all or any portion of the Licensed Property for any purpose whatsoever shall be void.

8. Termination of the License

8.1 Either party or the U.S.A. may terminate this License without cause upon not less than thirty (30) days’ written notice.

8.2 The U.S.A. or Licensor may, at any time and at no cost or liability to the U.S.A. or Licensor, terminate this License if the U.S.A. or Licensor determines that any of the following apply:

(i) The use has become incompatible with authorized Reclamation Project purposes, operations, safety and security;

(ii) A higher public use is identified through a public process described at 43 C.F.R. § 429.32(a)(1); or

(iii) Termination is necessary for operational needs of the project.

8.3 The USA or Licensor may, at any time and at no cost or liability to the U.S.A. or Licensor, terminate this License if the U.S.A. or Licensor determines that the Licensee has failed to use the Licensed Property for its intended purpose. Further, failure to construct improvements pursuant to Section 14 hereof within the timeframe specified in the terms of this License may constitute a presumption of abandonment of the requested use and cause termination of the License.

8.4 The USA or Licensor may, at any time and at no cost or liability to the United States or Licensor, terminate this License in the event of a natural disaster, a national emergency, a need arising from security requirements, or an immediate and overriding threat to public health and safety.

8.5 The USA or Licensor may, at any time and at no cost or liability to the United States or Licensor, terminate any use authorization if the beneficiary fails to comply with all applicable federal, state, and local laws, regulations, ordinances, or terms and conditions of any use authorization, or to obtain any required permits or authorizations.

8.6 If Licensee fails to (i) make any required payment by its due date or (ii) perform an obligation under this License after delivery of written notice (“Notice of Default”) identifying the failure to perform and demanding Licensee to cure such default within a designated period of time (“Correction

Period”), then Licensor may terminate this License after first delivering 30 days’ prior written notice to Licensee. The standard Correction Period for Licensee to cure any default is within 30 days after delivery of the Notice of Default. If Licensor, in its sole discretion, determines such default cannot reasonably be cured within 30 days, then it will identify in the Notice of Default the Correction Period during which Licensee must cure the default.

8.7 Upon the expiration, termination or revocation of this License, Licensee’s rights to use and occupy the Licensed Property shall cease. If at that time all License fees and/or damage claims due the U.S.A. and Licensor have been paid, the Licensee shall remove all structures, equipment or other improvements made by it from the Licensed Property at no cost to the U.S.A. or Licensor. If Licensee fails to remove any such improvements within thirty (30) days of the expiration, termination or revocation of this License, or if any License fees and/or damage claims remain unpaid, then structures, equipment or other improvements shall, at the option of the U.S.A. or Licensor, be removed or become the property of the U.S.A. or Licensor. The Licensee shall pay all expenses of the U.S.A. or Licensor, or their assigns, related to the removal of such improvements.

9. Maintenance of Licensed Property & Interface with Licensor’s Use of Licensed Property

9.1 Licensor reserves to itself and the Association a right of access to the Licensed Property for the construction, use, operation, maintenance, relocation and removal of any existing and future electric or water distribution or transmission facilities. Any such construction, use, operation, maintenance, relocation or removal shall be performed in a manner designed to avoid, to the extent feasible, disturbance to the improvements and Licensee’s use and enjoyment of the Licensed Property. Licensor shall give Licensee at least ninety (90) days’ prior written notice of any such construction, use, operation, maintenance, relocation or removal that would materially disrupt the improvements or Licensee’s use and enjoyment of the Licensed Property or the improvements; provided, however, that such notice may be given in such shorter period as Licensor determines to be reasonable under prevailing circumstances, or with no notice in the event of an emergency where no notice is feasible. Nothing in this License shall be construed to deny or lessen the powers and privileges granted Licensor by the laws of the State of Arizona and the U.S.A. Licensor shall not be liable to Licensee for any damage to public or private property or to installations located upon the Licensed Property, unless solely due to negligent or willful acts or omissions of Licensor, its agents or employees.

9.2 Licensee, at its own expense, shall maintain all of the Licensed Property in reasonably good, sanitary and safe condition. If Licensee defaults in the performance of this obligation, and Licensor issues a Notice of Default, Licensee shall cure such default to the reasonable satisfaction of Licensor within the Correction Period. If Licensee fails to cure the default within the Correction Period, Licensor may take any action reasonably determined by Licensor to be necessary to cure such default, including without limitation making any repair or modification to or removing any of the improvements. Licensee shall reimburse Licensor for the reasonable costs incurred to cure the default and paid by Licensor within thirty (30) calendar days after Licensor presents Licensee with an invoice for such costs. Licensee shall release Licensor, Association and the U.S.A. from all damages resulting to Licensee from the correction of such default, including, without limitation, those damages arising from all repairs or modifications to or removal of any of the improvements.

9.3 In accordance with Section 9.2, Licensee, at its own expense, shall maintain all existing and future vegetation and landscaping within the Licensed Property to ensure reasonably safe and unrestricted

access by those lawfully present thereon and so as to afford Licensor a canal bank maintenance road no less than twenty (20) feet in width free of any such vegetation or landscaping at all times.

9.4 In addition to any other obligation to communicate with each other, Licensor and Licensee shall meet annually at the Licensed Property to recognize those Licensed Property management efforts that have been successful, identify those management responsibilities that need closer attention, and discuss opportunities to further improve the oversight and management of the Licensed Property. This annual meeting is not intended to interfere with or replace frequent and constructive dialogue between Licensor and Licensee throughout the term of the License as need arises.

The annual meeting shall be held on the 15th day of January (or the next business day of January should January 15th fall on a weekend or holiday) of each licensed year. Licensor will be responsible for scheduling the meeting and inviting the relevant representatives to attend. Licensor shall coordinate the scheduling of the annual meeting and the list of attendees with Licensee's Real Estate Services Administrator.

10. Nonexclusive Rights

This License is nonexclusive, and nothing herein shall be construed to prevent or restrict Licensor from granting other privileges to use the Licensed Property in a manner Licensor or the U.S.A. deems not inconsistent with Licensee's use of the Licensed Property in accordance with this License.

11. Existing Easements and Licenses

This License is subject to all existing encumbrances of record, including easements and licenses. It shall be Licensee's obligation and responsibility to ascertain the rights of all third parties in the Licensed Property. Licensor consents only to the use of the Licensed Property for the purposes described herein, in its capacity as manager of the Licensed Property and on behalf of the U.S.A. Nothing in this License shall be construed as Licensor's representation, warranty, approval or consent regarding rights in the Licensed Property held by other parties. Licensee shall indemnify and hold Licensor, the U.S.A. and the Association harmless from any liability arising out of any dispute or claim regarding actual or alleged interests in the Licensed Property, affecting Licensee's interests created herein.

12. Indemnification

12.1 To the extent not prohibited by law or expressly excepted herein, Licensee, its successors and assigns ("Indemnitors"), shall indemnify, release, and hold harmless Licensor and Association ("Indemnitees") and the directors, officers, employees, agents, successors and assigns thereof, for, from and against any damage, loss or liability caused in whole or in part by Licensee, regardless of whether caused in part by Indemnitees or any of them, and suffered by Indemnitees as a result of any claim, demand, lawsuit or action of any kind, whether such damage or loss is to person or property, arising out of, resulting from or caused by: (a) the acts or omissions of Licensee, its agents, contractors, officers, directors, or employees; (b) Licensee's use or occupancy of the Licensed Property for the purposes contemplated by this License, including but not limited to claims by third parties who are invited or permitted onto the Licensed Property, either expressly or impliedly, by Licensee or by the nature of Licensee's improvement or other use of the Licensed Property pursuant to this License; (c) Licensee's failure to comply with or fulfill its obligations established by this License or by law. Such obligation to indemnify shall extend to and encompass all costs incurred by Licensor in defending against such claims,

demands, lawsuits or actions, including but not limited to attorney, witness and expert witness fees, and any other litigation related expenses. Indemnitors' obligation pursuant to this Section shall not extend to any damage, loss or liability as a result of any claim, demand, lawsuit or action of any kind, whether such damage, loss or liability is to person or property arising out of, resulting from or caused by the sole, exclusive acts or omissions of Indemnitees, their contractors, directors, officers, employees, agents, successors or assigns for which Licensor shall indemnify, release and hold harmless Indemnitors. Licensor's obligation to indemnify Indemnitors shall extend to and encompass all costs incurred by Indemnitors in defending against such claims, demands, lawsuits or actions, including but not limited to attorney, witness and expert witness fees, and any other litigation related expenses. The provisions of this Section shall survive termination of this License.

12.2 The Licensee agrees to indemnify the U.S.A. and hold the U.S.A. and all of its representatives harmless from all damages resulting from suits, actions, or claims of any character brought on account of any injury to any person or property arising out of any act, omission, neglect, or misconduct in the manner or method of performing any construction, care, operation, maintenance, supervision, examination, inspection, or other activities of the Licensee.

13. Insurance

Unless self-insured, without limiting any liabilities or any other obligations of Licensee, Licensee shall provide and maintain, with forms and insurers acceptable to Licensor, and until all obligations under the License are satisfied, the minimum insurance coverages, as follows:

13.1 If applicable, worker's compensation insurance to cover obligations imposed by applicable federal and state statutes and employer's liability insurance with a minimum limit of One Million and No/100 Dollars (\$1,000,000.00).

13.2 Commercial general liability insurance with a minimum combined single limit of Two Million dollars (\$2,000,000.00) for each occurrence. The policy shall include coverage for bodily injury liability, property damage liability and contractual liability for liability assumed under this License.

13.3 If applicable, comprehensive automobile liability insurance with a combined single limit for bodily injury and property damage of not less than Two Million and No/100 Dollars (\$2,000,000.00) for each occurrence with respect to Licensee's vehicle, whether owned, hired or non-owned, assigned to or used in the performance of the work.

13.4 The policies required by Sections 13.2 and 13.3 shall be endorsed to include Licensor, members of its governing bodies, its officers, agents and employees as additional insureds and shall stipulate that the insurance afforded for Licensor, members of its governing bodies, its officers, agents and employees shall be primary insurance and that any insurance carried by Licensor, members of its governing bodies, its officers, agents or employees shall be excess and not contributory insurance.

13.5 Licensee shall waive its rights of recovery and require its insurers providing the required coverages to waive all rights of subrogation against Licensor and members of its governing bodies, its officers, agents and employees for matters arising out of this License.

13.6 Upon execution of this License, Licensee shall furnish Licensor with Certificates of Insurance as evidence that policies providing the required coverages, conditions and limits are in full

force and effect. Such certificates shall provide that not less than thirty (30) days advance notice of cancellation, termination, or alteration shall be sent directly to Licensor addressed as follows:

Manager, Land Rights Management, PAB10W
Salt River Project
P.O. Box 52025
Phoenix, Arizona 85072-2025

13.7 The insurance policies may provide coverages that include deductibles or self-insured retentions. Licensee shall be solely responsible for deductibles and/or self-insured retentions, and Licensor, at its option, may require Licensee to secure the payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

14. Construction

14.1 Prior to making any improvements on the Licensed Property, Licensee shall submit to Licensor for its approval final construction documents and plans showing the location of any such improvements. Licensor shall approve or disapprove such documents and plans within thirty (30) days of receipt. If applicable, Licensee shall obtain a Construction License from Water Engineering prior to the start of construction. Construction on the Licensed Property shall be performed only in accordance with approved construction documents and plans. At least ten (10) days prior to the beginning of any construction on the Licensed Property, Licensee shall give Licensor notice of the date that construction will begin and a schedule listing all construction activities and the dates when such construction activities will be performed. Licensee shall give Licensor written notice of all changes in the schedule and delays in construction immediately upon it being reasonably foreseeable that such change or delay will occur.

14.2 Licensee's improvements constructed, installed, operated and maintained on the Licensed Property shall not interfere with Licensor's use of Licensor's existing or any future irrigation or electric facilities on or adjacent to the Licensed Property.

14.3 Licensor may request Licensee to alter the scheduling of construction undertaken pursuant to Section 14.1, but only when and to the extent necessary to prevent any material interference with Licensor's use of the Licensed Property, and if such improvements do interfere with Licensor's use, Licensor may request Licensee to relocate Licensee's materials, facilities and improvements as deemed necessary by Licensor.

14.4 If relocation of Licensee's materials, facilities or improvements is necessitated by Licensor's use of existing facilities or the construction of improvements by or on behalf of Licensor, Licensee shall bear the entire actual cost of relocating said materials, facilities and improvements.

14.5 Licensor shall not exercise its right to require relocation of Licensee's facilities, materials and improvements in an unreasonable or arbitrary manner, and warrants to Licensee that as of the date of this License, relocation of Licensee's facilities is not expected or anticipated as a result of Licensor's existing plans for the Licensed Property.

15. Permits, Statutes and Codes

15.1 Licensee shall comply with all requirements of all statutes, acts, ordinances, regulations,

codes, and standards of legally constituted authorities with jurisdiction applicable to Licensee's use of the Licensed Property. Licensee shall obtain or cause to be obtained at its expense all permits, approvals and authorizations required by Licensee's actions pursuant to this License.

16. Licensor's Right to Inspect

16.1 Licensor, the Association or the U.S.A. may enter any part of the Licensed Property at all reasonable times to make an inspection thereof. During any construction by Licensee, Licensor may inspect all trenching, backfilling and other related construction activity that potentially affects Licensor's facilities and require conformance with all Licensor's requirements and specifications related thereto.

16.2 Licensee shall release Licensor, the Association and the U.S.A. from any claims for damages arising out of any delay caused by Licensor in permitting or inspecting any work on the Licensed Premises. The provisions of this Section shall survive termination of this License.

17. Service of Notice

All notices, demands and invoices required or permitted by this License shall be in writing and shall be considered to have been properly delivered: (i) if mailed, three (3) business days after deposit in the U.S. mail, postage prepaid, return receipt requested, addressed as follows; (ii) if sent by overnight delivery service, on the next business day after deposit with such service, addressed as follows; (iii) if personally delivered, or (iv) if by email on the date of delivery service to:

Mail

Notices to Licensor

Attn: Manager, PAB10W
SALT RIVER PROJECT
Land Rights Management
P.O. Box 52025
Phoenix, AZ 85072-2025

Notices to Licensee

Attn: Jason Crampton
City of Chandler
Transportation Policy Division
175 S. Arizona Avenue
Chandler, AZ 85225

Hand /Certified Delivery

Notices to Licensor

Attn: Manager, PAB10W
SALT RIVER PROJECT
Land Rights Management
2727 E. Washington Street
Phoenix, AZ 85034-1422

Notices to Licensee

Attn: Jason Crampton
City of Chandler
Transportation Policy Division
175 S. Arizona Avenue
Chandler, AZ 85225

Either party may change its address or the designated person to receive notification hereunder by giving notice of such change in the manner provided above.

18. Waiver

This License may not be modified, or any provision waived except by written agreement executed by both Licensor and Licensee. The waiver by either party of any breach or failure to provide full performance under any of the terms and conditions of this License, or the failure of a party to exercise, or any delay in exercising, any rights or remedies provided herein or by law, or the failure of a

party to notify the other properly in the event of a breach hereunder shall not be construed as a waiver of any other term of condition herein, or of any subsequent or continuing breach of the same or any other term or condition.

19. Attorneys' Fees Upon Default

If either party brings or defends any legal action, suit or proceeding based on rights or obligations arising from this License, the successful party shall be entitled to recover reasonable litigation expenses, court costs and reasonable attorneys' fees, as determined by a court, in any such action, suit or proceeding. The foregoing shall not in any way limit or restrict any other right or remedy at law or equity otherwise available to such party.

20. Force Majeure

21.1 If either party is rendered unable, wholly or in part, by force majeure to carry out its obligations under this License, other than the obligation of Licensee to make payments of amounts due hereunder, then the obligations of both Licensee and Licensor, so far as they are affected by such force majeure, shall be suspended during the continuance of any inability so caused, but for no longer period, and such cause shall so far as possible be remedied within a reasonable time. The term "force majeure" shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemies, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, interruptions by government not due to the fault of the parties, civil disturbances, explosions, or unforeseeable action or nonaction by governmental bodies in approving the applications for approvals or permits or any material change in circumstances arising out of legislation, regulation or litigation. Nothing in this Section shall require Licensor to settle a strike.

21. Entire Agreement; Changes After Execution

This License, including any addenda and exhibits, constitutes the entire agreement between the parties, and any amendment hereto must be in writing and signed by both parties.

22. Governing Law, Venue and Waiver of Trial by Jury

22.1 This License shall be interpreted, governed by, and construed in accordance with the substantive and procedural laws of the State of Arizona, without regard to conflicts of law principles. Licensor and Licensee agree that any action, suit, or proceeding arising out of, or in any way connected with this License, shall be initiated and prosecuted in a state or federal court of competent jurisdiction located in Maricopa County, Arizona, and the parties irrevocably submit to the jurisdiction and venue of such court. To the fullest extent permitted by law, each party hereby irrevocably waives any and all rights to a trial by jury and covenants and agrees that it will not request a trial by jury with respect to any legal proceeding arising out of or in any way connected with this License.

22.2 Each provision of this License shall be interpreted in such a manner as to be valid under applicable law, but if any provision of this License shall be deemed or determined by competent authority to be invalid or prohibited hereunder, such provision shall be ineffective and void only to the extent of such invalidity or prohibition, but shall not be deemed ineffective or invalid as to the remainder of such provision or any other remaining provisions, or of the License as a whole.

23. Water Damage

Except when the result of the negligent or willful act or omission of Licensor or Association or their directors, officers, employees, agents or assigns, neither Licensor, Association or the U.S.A. shall be liable for any loss sustained by Licensee, its officers, employees, agents or invitees on the Licensed Property because of water damage resulting from any source whatsoever, including, but not limited to, flood, drainage or run-off, irrespective of any prior knowledge by Licensor of the possibility of such flood, drainage or run-off, arising from or in connection with the operation or maintenance of any Reclamation Project dam, canal or other facility.

24. Transactional Conflict of Interest.

This License is subject to the provisions of of A.R.S. § 38-511.

25. Archaeological and Environmental Compliance

25.1 Licensee shall immediately provide an oral notification to Reclamation and Licensor via SRP Manager, Land Rights Management of the discovery of any and all antiquities or other objects of archaeological, cultural, historic, or scientific interest on the Licensed Property. The License shall follow up with a written report of their finding(s) to and Licensor via SRP Manager, Land Rights Management within forty-eight (48) hours. Objects under consideration include, but are not limited to, historic or prehistoric ruins, human remains, funerary objects, and artifacts discovered as a result of activities under this License. The Licensee shall immediately cease the activity in the area of discovery, make a reasonable effort to protect such discovery, and wait for written approval from and Licensor via SRP Manager, Land Rights Management before resuming the activity. Protective and mitigative measures specified by a Reclamation authorized official and Licensor shall be the responsibility of the Licensee.

25.2 As soon as practicable, Licensee shall submit in writing to Licensor a comprehensive description of all features of the project Licensee contemplates constructing pursuant to this License. Upon receipt, Licensor will consult with Reclamation and seek an environmental clearance to authorize the licensed activities and features pursuant to applicable environmental law. Licensee shall cooperate with Licensor and Reclamation in any reasonable manner, including payment of any applicable fees required in this consultation process. Licensee through the Licensor shall obtain a final environmental clearance from Reclamation prior to construction on the Licensed Property. Licensor shall not be responsible for any delays caused by this process of consultation and review and makes no representation as to likelihood of achieving the environmental clearance(s).

25.3 Licensee shall notify Licensor's staff archaeologist should any cultural resources or human remains be found on the Licensed Property, and when appropriate, shall be responsible for other notifications and legal requirements as required by the Archeological Resource Protection Act and the Native American Graves Protection and Repatriation Act and ensuing 43 C.F.R. 10 regulations. All costs are the responsibility of the Licensee.

25.4 (a). Licensee may not allow contamination or pollution on Licensed Property, waters or facilities by its employees or agents and shall take reasonable precautions to prevent such contamination or pollution by third parties. Substances causing contamination or pollution shall include, but are not limited to hazardous materials, thermal pollution, refuse, garbage, sewage effluent, industrial waste, petroleum products, mine tailings, mineral salts, misused pesticides, pesticide containers, or any other

pollutants.

(b). Licensee shall comply with all applicable Federal, State, and local laws and regulations, and Reclamation policies and directives and standards, existing or hereafter enacted or promulgated, concerning any hazardous material that will be used, produced, transported, stored, or disposed of on or in Federal lands, waters or facilities.

(c). "Hazardous material" means any substance, pollutant, or contaminant listed as hazardous under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 as amended, 42 U.S.C. § 9601, et seq., and the regulations promulgated pursuant to that Act.

(d). Upon discovery of any event which may or does result in contamination or pollution of Licensed Property, waters or facilities, Licensee shall initiate any necessary emergency measures to protect health, safety and the environment and shall report such discovery and full details of the actions taken to the Licensor. Reporting is timely if made within twenty-four (24) hours of the time of discovery if it is an emergency or by the first working day if it is a non-emergency. An emergency is a situation that requires immediate action to reduce or avoid endangering public health and safety or the environment.

(e). Violation of any of the provisions of this Article 28, as determined by the Licensor, may constitute grounds for termination of this Agreement. Such violations require immediate corrective action by Licensee and shall make Licensee liable for the cost of full and complete remediation and/or restoration of any Licensed Property, waters or facilities that are adversely affected as a result of the violation.

25.5 Licensee hereby assumes and accepts all liability and responsibility for initiation and completion of response, cleanup, and corrective and remedial action, and the cost thereof, required on the Licensed Property and any other affected premises, due to any action taken by Licensee or its agents, officers, directors, or employees that that results in release of any hazardous substance within the meaning of the Federal Comprehensive Environmental Response, Compensation and Liability Act -- 42 U.S.C. § 9601 *et seq.*, or the Arizona Environmental Quality Act -- A.R.S. § 49-101 *et seq.*, as such laws have been or are amended from time to time, or regulated substance within the meaning of Subtitle I of the Federal Resource Conservation and Recovery Act (Underground Storage Tanks) -- 42 U.S.C. § 6991a *et seq.*, or the Arizona Underground Storage Tank Law -- A.R.S. § 49-1001 *et seq.*, as such laws have been or are amended from time to time. This Section 28 shall survive termination of this License.

26. Motor Vehicle Use – Special Conditions

When operating a motor vehicle on the Licensed Property, Licensee must at all times:

26.1 Enter onto and exit from the Licensed Property at the point of reasonable access closest to the component of Licensee's facilities requiring maintenance;

26.2 Maintain a speed not to exceed five (5) miles per hour;

26.3 Ensure safe and reasonable passage through and around Licensee's vehicle and other repair facilities to all recreational users of the Licensed Property;

26.4 Ensure that no site of ongoing maintenance of Licensee's facilities is left unattended; and

26.5 Refrain from accessing the Licensed Property with a motor vehicle except when necessary to effectuate maintenance of Licensees facilities.

27. Officials Not to Benefit

No Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or accepted by or on behalf of the United States, or to any benefit to arise thereupon, pursuant to 41 U.S.C. § 22.

28. Illegal Use

Any activity deemed to be illegal on the Licensed Property will be cause for immediate termination of this License.

29. Bonding

Licensee shall provide a bond in the amount of \$0.00, to be maintained until all construction activities of this project and restoration of the disturbed areas have been completed and accepted in writing by Reclamation or Licensor. Upon completion, or partial completion, of these restoration requirements, Reclamation or Licensor, may terminate or allow partial reduction of the amount of the bond requirement.

30. Pest Control

31.1 The Licensee shall not permit the use of any pesticides on Licensed Property without prior written approval by Reclamation or Licensor. The Licensee shall submit to Reclamation or Licensor for approval an Integrated Pest Management Plan (IPMP) thirty (30) days in advance of pesticide application.

30.2 All pesticides used shall be in accordance with the current registration, label direction, or other directives regulating their (State Department of Agricultural, Department of Ecology, OSHA, etc.) and with applicable Reclamation policy and directives and standards. Applicators will meet applicable State training or licensing requirements. Records maintenance shall be in accordance with State requirement and such records shall be furnished to Reclamation or Licensor not later than five (5) working days after any application of a pesticide.

30.3 Any equipment, tools, and machines used for pesticide application shall be in good repair and suitable for such use. Equipment shall be calibrated prior to the spraying season and as deemed necessary by Reclamation or Licensor.

30.4 Mixing, disposal, and cleaning shall be done where pesticide residues cannot enter storm drains, sewers, or other non-target areas.

30.5 The Licensee shall initiate any necessary measures for containment and cleanup of pesticide spills. Spills shall be reported to Licensor or Reclamation Contracting Officer with full details of the actions taken. Reporting may be within a reasonable time period. A reasonable time period means within twenty-four (24) hours of the spill if it is an emergency or by the first working day if it is a non-emergency. An emergency is any situation that requires immediate action to reduce or avoid endangering public health and safety or the environment.

30.6 Aerial application of pesticides is prohibited without the prior written consent by Licensor or Reclamation's designated representative.

30.7 The Licensee agrees to include the provisions contained in paragraphs 31.1 through 31.6 of this Section in any subcontract or third-party contract it may enter into pursuant to this License.

31. Severability

No term or provision of this License that is determined by a court of competent jurisdiction to be invalid or unenforceable shall affect the validity or enforceability of the remaining terms and provisions of this License. Any term found to be invalid or unenforceable shall be deemed as severable from the remainder of the License.

Miscellaneous Provisions:

Expenditures and Transfer of Monies. This License is subject to the provisions of ARIZ. REV. STAT. § 42-17106.

Municipality shall inform SRP prior to commencement of any construction if it is subject to Buy America requirements. In such case:

a. The Parties acknowledge that utility relocations in connection with Federal-aid highway program (FAHP) funded projects, as defined by the National Environmental Protection Act, are subject to 23 U.S.C. § 313; 23 C.F.R. § 635.410; and, as applicable, Section 70914 of the Infrastructure Investment and Jobs Act, Pub. L. 117-58 (“Buy America requirements”).

b. SRP agrees to use commercially reasonable efforts to comply with applicable Buy America requirements.

c. If SRP is unclear regarding its obligations under this provision, SRP may seek clarification from Municipality by giving Municipality written notice of inquiry as soon as reasonably practicable after discovery of the issue. Such requests are limited to only (i) the items SRP cannot find a source to make a qualifying Buy America purchase, (ii) items that SRP can find a source to make a qualifying Buy America purchase, but the lead time for such purchase may unreasonably impact the Project Schedule, and (iii) SRP is unable in good faith to determine whether the Buy America requirements apply to a particular item. Municipality will respond to the inquiry in writing within 5 working days. Municipality’s response will include Municipality’s recommendation to SRP on how to proceed, but Municipality will not direct SRP’s activities. SRP shall not be responsible for delays in performance to the extent caused by Municipality recommendations or delays in Municipality providing such recommendations.

d. As soon as practicable following the execution of this License, SRP will provide to Municipality a list of materials that do not comply with Buy America and an estimated cost of purchasing such materials. Municipality will acknowledge receipt of this statement but will not make judgment as to the validity of the statement.

e. Municipality agrees, if it is determined that materials used are not in compliance with Buy America requirements, the maximum SRP liability will be no more than 150 percent of the price attributable to the materials that are not in compliance with Buy America requirements; provided, however, that if SRP has sought clarification of the material requirement under the provisions of paragraph (b) above, and has followed Municipality’s written recommendations, SRP shall have no liability.

f. Municipality understands that SRP's compliance with the Buy America Act may result in longer lead times for ordering materials, vendor-prescribed minimum purchase quantities, and higher material costs. SRP will pass on to Municipality any additional costs it incurs as a result of SRP's compliance with the Buy America Act, and SRP will not be liable for schedule delays caused by longer lead times. If there is a minimum purchase quantity requirement, SRP shall deliver and transfer title to excess materials to Municipality at agreed locations within the Phoenix metropolitan area at no additional cost to Municipality.

g. SRP shall not be responsible for delays caused by changes in the Project Design made by or at the direction of Municipality.

IN WITNESS WHEREOF, the parties hereto have executed this License this ____ day of _____, 20__.

LICENSOR:

SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT

By: _____

Its: _____

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On this ____ day of _____, 20__, the foregoing instrument was acknowledged before me by _____ a _____ of the Land Department, **SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT**, an agricultural improvement district organized and existing under the laws of the State of Arizona (“SRP”), on behalf of SRP.

My Commission Expires:

Notary Public

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

LICENSEE:

CITY OF CHANDLER

By: _____

Its: _____

ATTEST:

By: _____

Its: _____

APPROVED AS TO FORM:

By: _____

Its: _____

cpw

STATE OF ARIZONA)
) ss
COUNTY OF MARICOPA)

On this ____ day of _____, 20__, before me, the undersigned, personally appeared _____, of the **CITY OF CHANDLER**, and such authorized representative(s) acknowledged that this document was executed on behalf of the **CITY OF CHANDLER**, an Arizona municipal corporation, for the purposes therein contained.

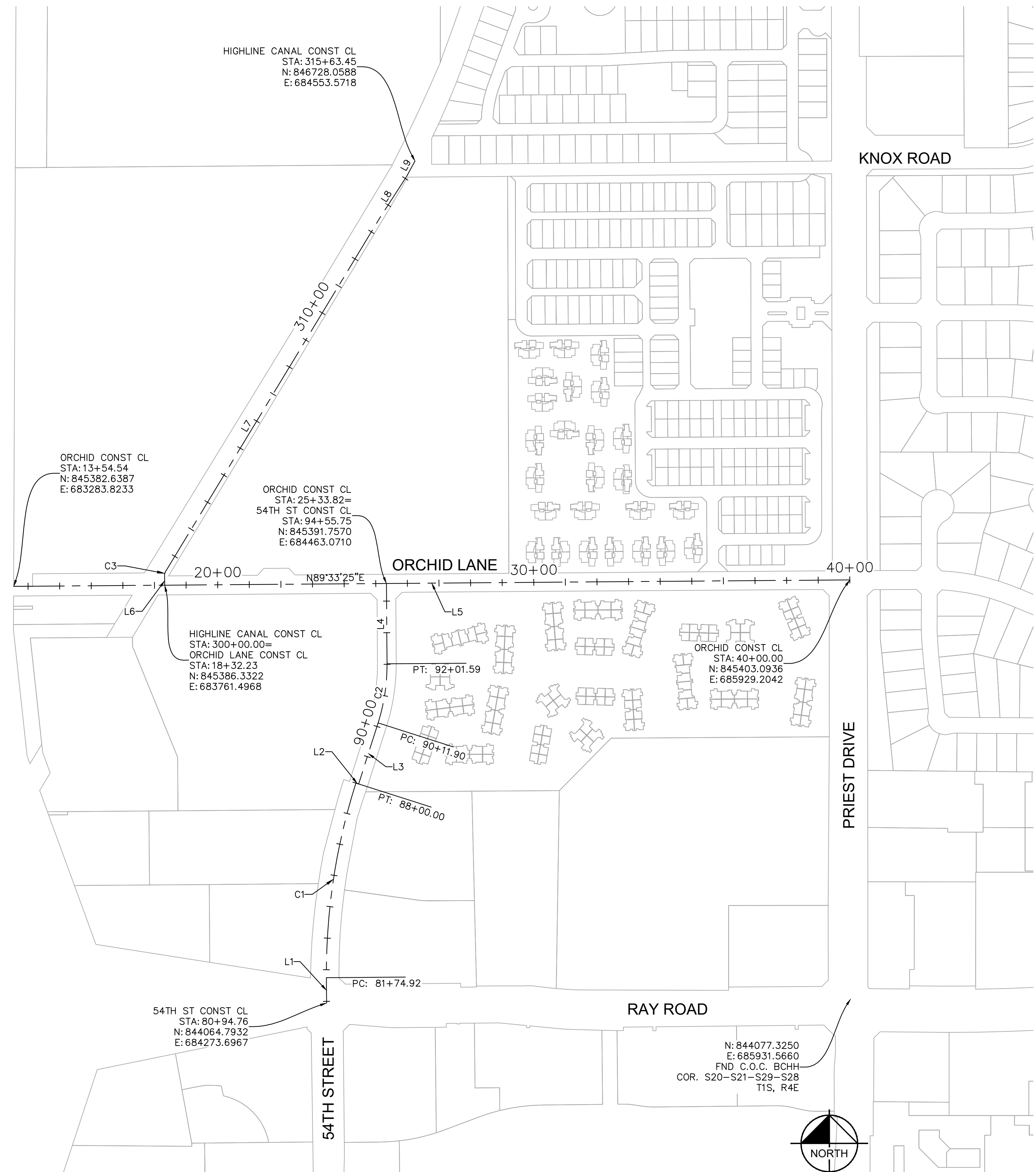
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Will Expire:

Notary Public

Exhibit A

LINE TABLE				CURVE TABLE							
LINE	START STATION	LENGTH	BEARING	CURVE	RADIUS	LENGTH	CHORD BEARING	CHORD	DELTA	TANGENT	PI STATION
L1	80+94.76	80.16	N0°23'52.43"W	C1	1983.00'	625.08'	N8°37'29"E	622.49'	18°03'39"	315.15'	84+90.07
L2	88+00.00	9.12	S72°15'18.14"E	C2	600.00'	189.69'	N8°36'54"E	188.90'	18°06'50"	95.64'	91+07.55
L3	88+09.12	202.78	N17°40'18.86"E	C3	20.00'	11.12'	N15°16'23"E	10.98'	31°51'15"	5.71'	300+37.47
L4	92+01.59	254.16	N0°26'31.14"W								
L5	13+54.54	2645.46	N89°33'25.13"E								
L6	300+00.00	31.77	N0°39'14.83"W								
L7	300+42.88	1306.85	N31°11'59.97"E								
L8	313+49.74	158.50	N32°52'35.46"E								
L9	315+08.24	55.21	N28°42'37.89"E								



PROJECT BENCHMARK

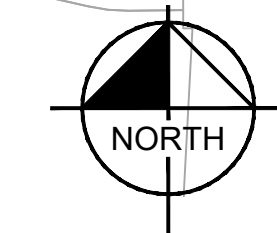
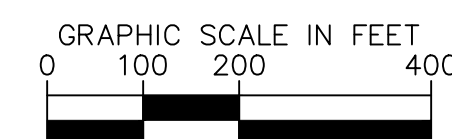
CITY OF CHANDLER BENCHMARK 1, SECTION 21, T1S, R4E, 2" BRASS CAP IN FOOTING OF ELECTRICAL TRANSMISSION TOWER #14, BETWEEN 56TH STREET AND KYRENE ROAD, 40' EAST OF RAILROAD TRACKS; 920' NORTH OF RAY ROAD.
ELEVATION: 1192.06' NAVD-88
(NORTHING, 845004.7842 EASTING, 688592.2526)

BASIS OF BEARING

GRID NORTH, NAD83 STATE PLANE, ARIZONA CENTRAL ZONE

METADATA

SYSTEM: STATE PLANE 1983
 ZONE: ARIZONA CENTRAL 0202
 HORIZONTAL DATUM: NAD 1983
 GEIOD MODEL: ARIZONA GEIOD 12b
 VERTICAL DATUM: NAVD 88
 UNITS: INTERNATIONAL FEET
 GAF: 1.00016
 SCALE ORIGIN POINT: N=0, E=0



NO.	REVISIONS	DATE	BY

Kimley»Horn
 © 2025 KIMLEY-HORN AND ASSOCIATES, INC.
 1661 E. CAMELBACK ROAD, SUITE 400, PHOENIX, AZ 85016
 PHONE: 602-944-5500 FAX: 602-944-7423
 WWW.KIMLEY-HORN.COM

PRELIMINARY
100%
 NOT FOR CONSTRUCTION OR RECORDING

SCALE (H):	1"=200'
SCALE (V):	N/A
DESIGNED BY:	JDF
DRAWN BY:	LMB
CHECKED BY:	JCV
DATE:	07/2025

KYRENE BRANCH AND HIGHLINE CANAL SHARED USE PATH
 CITY OF CHANDLER
 GEOMETRIC CONTROL SHEET
 HIGHLINE CANAL

CITY PROJECT NO.	TP202.401
FEDERAL PROJECT NO.	CHN-0(252) D
ADOT NO.	T0387 01C
SHEET DWG	GC01
4 OF 105	

Plotted By: Fenner, Jason July 28, 2025 03:35:59pm K:\PHX_LA\191466032-Kyrene and Highline Canal Shared Use Path\Cadd\Plans\Roadway\GC01-191466032.dwg

C.O.C. LOG NO. CIV 23-0149 KYRENE BRANCH AND HIGHLINE CANAL SHARED USE PATH

LINE	START STATION	LENGTH	BEARING
L20	100+00.00	174.73	N30°12'57.02"E
L21	101+74.73	65.98	N31°49'10.23"E
L22	102+40.70	27.07	N27°58'02.55"E
L23	102+67.77	73.03	N33°48'50.58"E
L24	103+40.80	142.23	N38°29'30.31"E
L25	104+83.03	213.31	N38°58'35.95"E
L26	106+96.34	47.58	N37°40'26.01"E
L27	107+43.92	84.04	N39°10'41.80"E
L28	108+27.96	40.24	N41°40'58.01"E
L29	108+68.20	37.26	N38°58'14.01"E
L30	109+05.46	38.41	N43°23'41.50"E
L31	109+43.86	97.88	N39°05'45.93"E
L32	110+41.74	37.36	N34°43'34.33"E
L33	110+79.10	159.27	N40°31'42.38"E
L34	112+38.37	46.60	N34°39'22.28"E
L35	112+84.98	427.68	N39°12'00.40"E
L52	200+01.36	115.39	N44°39'28.00"E
L53	202+05.06	91.29	N41°55'21.77"E
L54	204+63.40	200.26	N35°57'33.38"E
L55	208+20.41	409.20	N25°30'58.12"E

LINE	START STATION	LENGTH	BEARING
L56	213+52.47	447.75	N17°51'54.74"E
L57	220+58.47	108.76	N49°41'07.88"E
L58	222+74.72	189.17	N55°08'10.02"E
L59	226+06.92	362.89	N38°24'41.61"E
L60	232+94.76	56.65	N89°37'30.91"E
L70	444+78.23	556.21	N0°22'57.21"W
L80	450+34.44	700.03	N0°19'18.87"W
L81	546+74.71	675.29	S89°34'06.45"E
L81	553+50.00	2680.15	S89°34'00.31"E

CURVE	RADIUS	LENGTH	CHORD BEARING	CHORD	DELTA	TANGENT	PI STATION
C52	1850.00'	88.31'	N43°17'25"E	88.30'	2°44'06"	44.16'	201+60.91
C53	1605.00'	167.05'	N38°56'28"E	166.98'	5°57'48"	83.60'	203+79.95
C54	860.00'	156.75'	N30°44'16"E	156.53'	10°26'35"	78.59'	207+42.26
C55	920.00'	122.85'	N21°41'26"E	122.76'	7°39'03"	61.52'	212+91.13
C56	465.00'	258.25'	N33°46'31"E	254.94'	31°49'13"	132.55'	219+32.77
C57	1130.00'	107.50'	N52°24'39"E	107.46'	5°27'02"	53.79'	222+21.01
C58	490.00'	143.03'	N46°46'26"E	142.52'	16°43'28"	72.03'	225+35.92
C59	1048.00'	301.34'	N30°12'51"E	300.30'	16°28'29"	151.72'	231+21.52
C60	20.00'	23.61'	N55°48'04"E	22.27'	67°38'54"	13.40'	232+84.55

PROJECT BENCHMARK

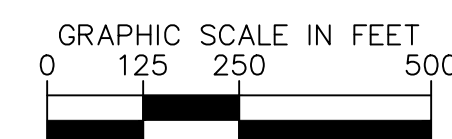
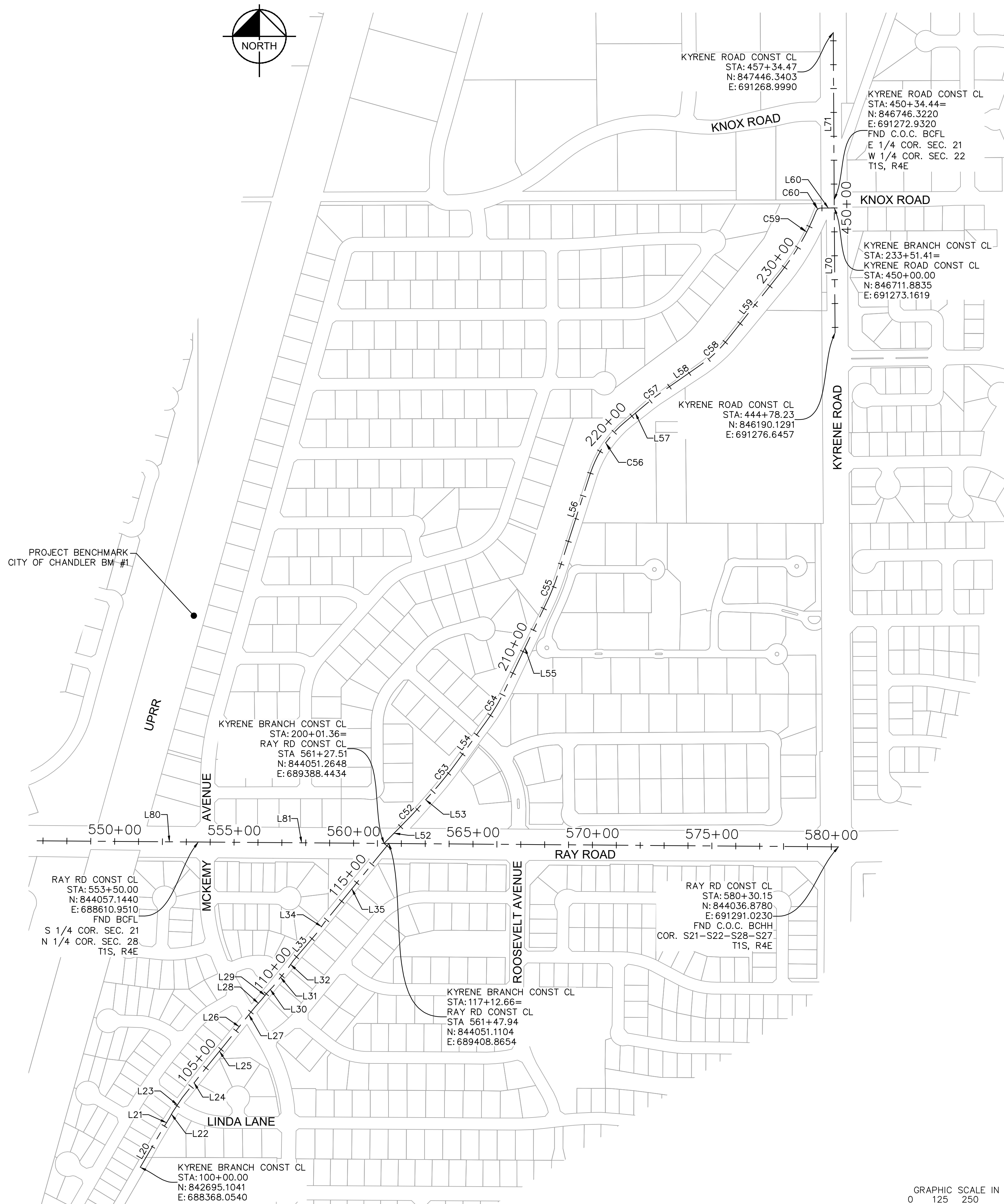
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GRID NORTH, NAD83 STATE PLANE, ARIZONA CENTRAL ZONE

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GEIOD MODEL: ARIZONA GEOID 12b
VERTICAL DATUM: NAVD 88
UNITS: INTERNATIONAL FEET
GAF: 1.00016
SCALE ORIGIN POINT: N=0, E=0



NO.	REVISIONS	DATE	BY

Kimley»Horn
© 2025 KIMLEY-HORN AND ASSOCIATES, INC.
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PHONE: 602-944-5500 FAX: 602-944-7423
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PRELIMINARY
100%
NOT FOR CONSTRUCTION OR RECORDING

SCALE (H):	1"=250'
SCALE (V):	N/A
DESIGNED BY:	JDF
DRAWN BY:	LMB
CHECKED BY:	JCV
DATE:	07/2025

KYRENE BRANCH AND HIGHLINE CANAL SHARED USE PATH
CITY OF CHANDLER
GEOMETRIC CONTROL SHEET
KYRENE BRANCH

CITY PROJECT NO.	TP202.401
FEDERAL PROJECT NO.	CHN-0(252) D
ADOT NO.	T0387 01C
SHEET DWG	GC02
5 OF 105	

Plotted By: Fenner, Jason July 28, 2025 03:36:06pm K:\PHX_LA\191466032-Kyrene and Highline Canal Shared Use Path\Cadd\Plans\Roadway\GC01-191466032.dwg

EXHIBIT B

Licensed improvements shall be made according to the final plans, dated July 2025, on file at SRP.

EXHIBIT C

Licensed Property

