

SALT RIVER PROJECT
Department/PAB10W
PO Box 52025
Phoenix, Arizona 85072-2025

SALT RIVER PROJECT LAND USE LICENSE

DO NOT REMOVE
THIS PAGE IS PART OF THE
ORIGINAL DOCUMENT

LAND USE LICENSE

County: Maricopa
Parcel Number: 303-41
Geography: 15-02S-05E-NE

Salt River Project License No.: 114966
Salt River Project File No.: 2011.114966
Agent: Pam Raffield
Effective Date: December 1, 2025

1. License Granted

WHEREAS, it is understood by the parties hereto that Licensor **SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT** ("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, **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 and Restrictions

2.1 Licensee may use the Licensed Property only for: operation and maintenance of an underground waterline and turnout structure.

2.2 Licensee shall make the Licensed Property available for use by the general public.

2.3 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: that portion of land located in the NE quarter of Section

15, Township 02S, Range 05E, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described on **Exhibit A** attached and a part hereof.

4. Compensation

4.1 Licensee shall also reimburse Licensor for all federal, state and local excise, sales, privilege, gross receipts and other taxes lawfully imposed on and paid by Licensor as a result of the consideration 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 and expenses incurred by Licensor as a result of Licensee's default shall be deemed to be additional License Fees.

4.3 Any payment due and unpaid 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 Within 30 days of Licensor's delivery of an invoice, Licensee shall pay Licensor's operation and maintenance costs resulting from Licensee's use of the Licensed Property. Licensor shall incur no liability for any costs of repairing or replacing Licensee's improvements within the Licensed Property, or for damages to Licensee's improvements incurred as a result of Licensor's operation and maintenance of its facilities, unless due to negligent or willful acts or omissions of Licensor, 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 pursuant to Section 4 and termination of this License pursuant to Section 8.

5. Term

The term of this license shall be from December 1, 2025 (the "Effective Date") through November 30, 2040 or until terminated pursuant to the terms contained herein.

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 This License is subject to the U.S.A. terms and conditions specified in the attached Addendum, and upon execution, Licensee expressly agrees to abide by such terms and conditions.

7. Successors and Assigns

7.1 This License and the privileges granted herein are not transferable to any successors in interest without the express and written approval from Licensor. Licensor may in its discretion, but is not required to, agree to the transfer of the License to a successor in interest. Any attempt to transfer this License and any rights to use and occupy the Licensed Property without Licensor's prior written approval shall void this License.

7.2 Subject to the terms and conditions of this License, Licensor expressly authorizes Licensee to enter into a subcontract or third-party contract for the purposes of fulfilling its responsibilities under this License, provided that:

(a) The Licensed Property will continue to be used by Licensee and its subcontractors and third-party contractors only for those purposes expressly identified in Section 2 of this License.

(b) Licensee expressly acknowledges upon execution of this License that any assignment of its responsibilities through subcontract or third-party contracts shall not relieve Licensee of its obligations to Licensor pursuant to this License or restrict Licensor's remedies against Licensee in the event of Licensee's default on such obligations.

(c) Licensee agrees to include all provisions contained in the following Sections of this License in any authorized subcontract or third-party contract it may enter into pursuant to this License.

- i. Section 6, Rights of the United States of America
- ii. Section 8, Termination of the License
- iii. Section 9, Licensee's Maintenance of Licensed Property & U.S.A. and Licensor's Use of Licensed Property
- iv. Section 12, Indemnification
- v. Section 14, Construction
- vi. Section 26, Archaeological and Environmental Compliance
- vii. Section 27, Motor Vehicle Use – Special Conditions
- viii. Addendum

(d) Any other attempt by Licensee to assign or sublicense the Licensed Property for any other purpose shall void this License.

8. Termination of the License

8.1 Either party or the U.S.A. may terminate this License upon not less than thirty (30) days written notice.

8.2 If Licensee fails to perform an obligation under this License within 120 days after Licensor provides written notice of Licensee's failure to perform such obligation, then, upon the expiration of any applicable cure period, Licensor may terminate this License.

8.3 If applicable, failure to construct within one (1) year of execution of this License may

constitute a presumption of abandonment of the requested use and cause termination of this License.

9. Licensee's Maintenance of Licensed Property & U.S.A. and Licensor's Use of Licensed Property

9.1 Licensee, at its own expense, shall maintain all the Licensed Property in reasonably good, sanitary and safe condition.

9.2 Licensor reserves to itself and Association, a right of unlimited 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 activity shall be performed in a manner designed to avoid, to the extent feasible, disturbance to Licensee's improvements and Licensee's use of the Licensed Property. Licensor shall give Licensee at least ninety (90) days prior written notice of any such activity that will materially disrupt Licensee's use of the Licensed Property or the Licensee's 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. Licensor shall not be liable to Licensee for any damage to Licensee's improvements located upon the Licensed Property, unless due to negligent or willful acts or omissions of Licensor or its agents or employees.

9.3 If Licensee defaults in the performance of the obligations set forth in Section 9.1, and Licensor gives notice of the default, Licensee shall correct such default to the reasonable satisfaction of Licensor within the time period set forth in the notice of default (the "Correction Period"), which shall be reasonable under the circumstances. If Licensee fails to correct the default within the Correction Period, Licensor may take any action reasonably necessary to correct such default, including without limitation making any repair or modification to or removing any of Licensee's improvements. Licensee shall reimburse Licensor for the reasonable costs it incurs to correct such default in accordance with Section 4 of this License. Licensee shall release Licensor and Association from all damages resulting to Licensee from the correction of such default, including, without limitation, damages to any of Licensee's improvements.

9.4 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, where applicable, 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.

9.5 Upon the expiration, termination, or revocation of this License, provided all License fees and damage claims due Licensor have been paid, Licensee shall remove all structures, equipment, or other improvements made by it from the Licensed Property at no cost to Licensor. Upon Licensee's failure to remove any such improvements Licensor may remove them. Licensee shall pay all of Licensor's expenses related to the removal of such improvements.

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.

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 all third-party rights to the Licensed Property. Nothing in this License shall be construed as Licensor's representation, warranty, approval or consent regarding third-party rights to the Licensed Property.

12. Indemnification

Licensee, its successors and assigns ("Indemnitors"), shall indemnify, hold harmless, release, and defend Licensor and Association and each and every one of the members of their respective governing bodies, officers, agents and employees ("Indemnitees") from and against any and all claims, demands, suits, costs of defense, reasonable attorneys' fees, witness fees of any type, losses, damages, expenses, fines, penalties, and liabilities (collectively, "Losses") for injury to or death of any person or persons, including employees of SRP or of Licensee or its subcontractors, or damage to property, including property of SRP or of Licensee or its subcontractors, to which the Indemnified Parties may be put or subjected by reason of any act or omission on the part of Licensee, any subcontractor or supplier of Licensee, or any of the directors, officers, partners, members, managers, agents, servants or employees of Licensee, or of its subcontractors or suppliers. Licensee's obligations under this Paragraph shall extend to Losses resulting from or arising out of: (a) 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; and (b) Licensee's failure to comply with or fulfill its obligations established by this License or by law. Licensee shall also indemnify and hold harmless (and, upon notice so requiring from SRP, also defend) the Indemnified Parties for, from and against any and all Losses for contractual claims arising out of Licensee's agreements with third parties. The provisions of this Section shall survive termination of this License.

13. Insurance

Municipality shall maintain its customary insurance coverage, through its self-insurance program and/or supplementary contracts of insurance it deems necessary.

13.1 Intentionally deleted.

13.2 Intentionally deleted.

13.3 Intentionally deleted.

13.4 Intentionally deleted.

13.5 Licensee shall waive its right of recovery 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

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. If applicable, Licensee shall obtain a Construction License from Licensor's Water Engineering Department prior to the start of construction. Construction on the Licensed Property shall be performed only in accordance with the Construction License.

14.2 Licensee's improvements constructed, installed, operated and maintained on the Licensed Property shall not interfere with Licensor's use of any existing or 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 to prevent any material interference with Licensor's use of the Licensed Property. Licensor may request Licensee to relocate Licensee's materials, facilities and improvements as deemed necessary by Licensor, and Licensee shall bear the entire actual cost thereof.

14.4 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. Right to Inspect

15.1 Licensor, Association or the U.S.A. may enter any part of the Licensed Property at all reasonable times to make an inspection thereof.

15.2 Licensee shall release Licensor, 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.

16. 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: Public Works & Utilities Director
City of Chandler
P.O. Box 408/ Mail Stop 905
Chandler, AZ 85244
480-782-2375

Hand /Certified Delivery

Notices to Licensor

Attn: Manager, PAB10W
SALT RIVER PROJECT
Land Rights Management
1667 N. Priest Drive
Tempe, AZ 85288

Notices to Licensee

Attn: Public Works & Utilities Director Director
City of Chandler
975 E. Armstrong Way Building L
Chandler, AZ 85286

Email

Notices to Licensor

Lindsay.Schumer@srpnet.com

Notices to Licensee

Jeremy.Abbott@chandleraz.gov

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.

17. No 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.

18. 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.

19. Force Majeure

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.

20. Entire Agreement; Changes After Execution

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

21. Governing Law, Venue and Waiver of Trial by Jury; Severability

21.1 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 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.

21.2 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.

22. Water Damage

Except when the result of the negligent or willful act or omission of Licensor or Association neither Licensor nor Association 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.

23. Transactional Conflict of Interest

Notice is hereby given of A.R.S. § 38-511.

24. Approvals

Each party agrees that if any consent or approval shall be required of such party, such consent or approval shall not be unreasonably withheld.

25. Reservation of Remedies

Unless otherwise provided herein, each party shall have available to it, all remedies provided by law or equity.

26. Archaeological and Environmental Compliance

26.1 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.

26.2 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 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 shall survive termination of this License.

26.3 Licensee agrees to abide by the U.S.A.'s provisions and restrictions in the Addendum regarding use of Pesticides.

27. Motor Vehicle Use – Special Conditions

Licensee must refrain from accessing the Licensed Property with a motor vehicle except when necessary to effectuate maintenance of Licensee's facilities, provided that Licensee:

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

27.2 Maintain a speed no greater than is reasonable and prudent under the circumstances, conditions and actual and potential hazards;

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

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

27.5 Licensee understands and agrees that Licensee enters upon the Licensed property at Licensee's own risk.

ADDENDUM

The provisions of this Addendum derive from federal regulations, policies, directives and standards applicable to most uses of federal reclamation land and facilities. Most such uses require a "Use Authorization" from the United States pursuant to 43 CFR Part 429, and in accordance with Bureau of Reclamation Directives and Standards LND 08-01, among others. The attached License is a "Use Authorization". The terms of this Addendum could be duplicative or contradictory both within the Addendum and with the terms of the License to which it is attached. In the event of such duplication, or any conflict among such terms, the terms should be interpreted and followed in a manner most favorable to the United States.

PERMITTED USE AND RESTRICTIONS

Licensee's use of the Licensed Property is only permitted in a manner that is compatible with Reclamation purposes for which the Licensed Property's lands or land rights were withdrawn or acquired.

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.

Licensee shall comply with applicable federal, state, tribal and local laws, rules, regulations, Executive Orders, permits and Reclamation policies and directives and standards.

The United States, acting through 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 Use Authorization or other damage to the Licensee's activities or facilities.

INDEMNIFICATION OF THE UNITED STATES

The Licensee agrees to indemnify the United States for, and hold the United States 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.

TERMINATION

This Use Authorization will terminate and all rights of the Licensee hereunder will cease, and the Licensee will quietly deliver to the United States possession of the premises in like condition as when taken, reasonable wear and damage by the elements excepted:

- (a) Reclamation may, at any time and at no cost or liability to the United States, terminate any Use Authorization 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.*
- (b) Reclamation may, at any time and at no cost or liability to the United States, terminate any Use Authorization for activities other than existing authorized private exclusive recreational or residential use as defined under 43 CFR Part 429.2 if Reclamation determines that any of the following apply:
 - i. The use has become incompatible with authorized project purposes, project operations, safety, and security;*
 - ii. A higher public use is identified through a public process described at §429.32(a)(1); or*
 - iii. Termination is necessary for operational needs of the project.**
- (c) Reclamation may, at any time and at no cost or liability to the United States, terminate any Use Authorization if Reclamation determines that the Licensee has failed to use the Use Authorization for its intended purpose. Further, failure to construct within the timeframe specified in the terms of the Use Authorization may constitute a presumption of abandonment of the requested use and cause termination of the Use Authorization.*

- (d) Reclamation may, at any time and at no cost or liability to the United States, terminate any Use Authorization if the Licensee 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. In addition, Reclamation may revoke or terminate the License:
- i. At the expiration of the term of the Use Authorization; or,
 - ii. Without notice, upon default in payment to the United States or SRP of any installment of License fees if any; or
 - iii. On date, of any year, upon written notice to Licensee, served days in advance thereof; or,
 - iv. After failure of the Licensee to observe any of the conditions of this Use Authorization, and on the tenth day following service of written notice on the beneficiary of termination because of failure to observe such condition.
 - v. Any activity deemed to be illegal on federal lands will be cause for immediate termination of the use authorization
- (e) If this Use Authorization is terminated under (e)(v), the United States reserves the right to bar the Licensee from the authorization to use Reclamation land on the Salt River Project for a period of time, as determined by Reclamation's Area Manager.

SEVERABILITY OF CONTRACT TERMS

Each provision of any Use Authorization shall be interpreted in such a manner as to be valid under applicable law, but if any provision of the Use Authorization 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 Use Authorization as a whole.

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.

HAZARDOUS MATERIALS

- (a) The Licensee may not allow contamination or pollution of federal land, facilities, and waterbodies and for which the beneficiary has the responsibility for care, operation, and maintenance 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) The 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 federal lands, waters or facilities, the 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 Reclamation or SRP. Reporting may be within a reasonable time period. A reasonable time period means 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 any 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 License, as determined by Reclamation, may constitute grounds for termination of this contract. Such violations require immediate corrective action by the Licensee and shall make the Licensee liable for the cost of full and complete remediation and/or restoration of any federal resources or facilities that are adversely affected as a result of the violation.*
- (f) The Licensee agrees to include the provisions contained in paragraphs (a) through (e) of this section in any subcontract or third-party contract it may enter into pursuant to this Use Authorization.*
- (g) Reclamation agrees to provide information necessary for the Licensee using reasonable diligence, to comply with the provisions in paragraphs (a) through (e) above.*

REMOVAL OF STRUCTURES

When a structure is built or erected by Licensee for its own convenience, then:

- (1) Upon the expiration, termination, or revocation of this Use Authorization, if all License fees and damage claims due Reclamation have been paid, the Licensee shall remove all structures, equipment, or other improvements made by it from the premises at no cost to the United States. Upon failure to remove any such improvements within sixty (60) days of expiration, termination, or revocation, any remaining improvements shall, at the option of the United States, be removed or become the property of the United States. The Licensee shall pay all expenses of the United States, or its assigns, related to removal of such improvements.*
- (2) The above notwithstanding, (a) should Reclamation determine that there is a project or public need for specific structures and/or equipment to remain in place, the beneficiary shall be compensated the market value of such improvements as determined by an appraisal prepared by the Secretary; and/or (b) any improvements that may be historic property as described in 36 CFR § 60 shall be inventoried and evaluated to determine their eligibility to be listed on the National Register of Historic Places. If the improvement(s) qualify, then Reclamation shall conduct consultation required by Section 106 of the National Historic Preservation Act prior to demolition or taking ownership of the improvement(s).*

BONDING

Licensee shall provide a bond in the amount of \$00.00, 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 SRP. Upon completion, or partial completion, of these restoration requirements, Reclamation or SRP, may terminate or allow partial reduction of the amount of the bond requirement.

RIGHT OF ENTRY

The United States 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 lands covered by this Use Authorization, 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. Reclamation will make every reasonable effort to keep damages to a minimum.

CULTURAL RESOURCES

Licensee shall immediately provide an oral notification to Reclamation or SRP of the discovery of any and all antiquities or other objects of archaeological, paleontological, cultural, historic, or scientific interest on Reclamation lands. The Licensee shall follow up with a written report of their finding(s) to Reclamation's or SRP's authorized official 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 Use Authorization. The Licensee shall immediately cease the activity in the area of the discovery, make a reasonable effort to protect such discovery, and wait for written approval from the authorized official before resuming the activity. Protective and mitigative measures specified by Reclamation's or SRP's authorized official shall be the responsibility of the Licensee.

PESTICIDES

- (a) Licensee is responsible for effectively avoiding the introduction and spread of, and for otherwise controlling,*

undesirable plants and animals, as defined by Licensor, on or in federal project lands, federal project waters, and federal project works for which and to the extent that Licensee has operation and maintenance responsibility. Licensee is responsible for exercising the level of precaution necessary in meeting this responsibility, including inspecting its vehicles, watercraft, and equipment for reproductive and vegetative parts, foreign soil, mud or other debris that may cause the spread of weeds, invasive species and other pests, and removing such materials before moving its vehicles, watercraft, and equipment onto any federal land, into any federal project facility waters, or out of any area on federal project land where work is performed.

- (b) The Licensee shall not permit the use of any pesticides on federal lands without prior written approval by Reclamation or SRP. The Licensee shall submit to Reclamation or SRP for approval an integrated pest management Plan (IPMP) thirty (30) days in advance of pesticide application. Programs for the control of undesirable plants and animals on federal project lands, and in federal project waters and federal project works for which Licensee has operation and maintenance responsibility will incorporate IPM concepts and practices. IPM refers to a systematic and environmentally compatible program to maintain pest populations within economically and environmentally tolerable levels. In implementing an IPM program, Licensee will adhere to applicable federal and state laws and regulations and Department of the Interior and Bureau of Reclamation policies, directives, guidelines, and manuals*
- (b) All pesticides used shall be in accordance with the current registration, label, direction, or other directives regulating their use (State Department of Agriculture, Department of Ecology, OSHA, etc.) and with applicable Reclamation Policy and Directives and Standards. Applicators must meet applicable State training or licensing requirements. Records maintenance shall be in accordance with State requirements. Records maintenance shall be in state requirements and such records shall be furnished to Reclamation not later than five (5) working days after any application of a pesticide.*
- (c) 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 SRP.*
- (d) Mixing, disposal, and cleaning shall be done where pesticide residues cannot enter storm drains, sewers, or other non-target areas.*
- (e) The Licensee shall initiate any necessary measures for containment and clean up of pesticide spills. Spills shall be reported to Reclamation or SRP 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 following the spill 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.*
- (f) Aerial application of pesticides is prohibited without prior written consent by Reclamation or SRP.*
- (g) Where decontamination of Licensee's vehicles, watercraft, or equipment is required prior to entering federal project land or waters, the decontamination shall be performed by Licensee at the point of prior use, or at an approved offsite facility able to process generated cleaning wastes, pursuant to applicable laws, rules, and regulations. Upon the completion of work, the Licensee will perform any required decontamination within the work.*
- (h) The Licensee agrees to include the provisions contained in paragraphs (a) through (g) of this section in any subcontract or third party contract it may enter into pursuant to this Use Authorization.*

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 DISTRICT 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

EXHIBIT “A”

**LEGAL DESCRIPTION
CITY OF CHANDLER RWIF
LICENSE TO BENEFIT
CITY OF CHANDLER**



A LICENSE OVER A PORTION OF THE CONSOLIDATED CANAL RIGHT OF WAY ACCORDING TO BOOK 215 OF MAPS, PAGE 8, RECORDS OF MARICOPA COUNTY, ARIZONA, LOCATED IN THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 2 SOUTH, RANGE 5 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 3" CITY OF CHANDLER BRASS CAP FLUSH AT THE EAST QUARTER CORNER OF SAID SECTION 15, FROM WHICH A FOUND 3" CITY OF CHANDLER BRASS CAP IN A HAND HOLE AT THE SOUTHEAST CORNER OF SAID SECTION 15 BEARS SOUTH 00 DEGREES 17 MINUTES 06 SECONDS EAST, A DISTANCE OF 2,646.43 FEET;

THENCE NORTH 00 DEGREES 17 MINUTES 35 SECONDS WEST, ALONG THE EAST LINE OF SAID SECTION 15, A DISTANCE OF 1,276.34 FEET;

THENCE SOUTH 89 DEGREES 31 MINUTES 04 SECONDS WEST, DEPARTING SAID EAST LINE, A DISTANCE OF 94.25 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF SAID CONSOLIDATED CANAL AND THE **POINT OF BEGINNING**;

THENCE SOUTH 62 DEGREES 11 MINUTES 35 SECONDS EAST, DEPARTING SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 35.78 FEET;

THENCE SOUTH 17 DEGREES 08 MINUTES 02 SECONDS WEST, A DISTANCE OF 133.63 FEET;

THENCE SOUTH 08 DEGREES 42 MINUTES 14 SECONDS WEST, A DISTANCE OF 79.04 FEET;

THENCE SOUTH 80 DEGREES 00 MINUTES 59 SECONDS EAST, A DISTANCE OF 16.68 FEET;

THENCE SOUTH 09 DEGREES 46 MINUTES 09 SECONDS WEST, A DISTANCE OF 19.63 FEET;

THENCE NORTH 81 DEGREES 07 MINUTES 15 SECONDS WEST, A DISTANCE OF 36.31 FEET TO A POINT ON SAID WEST RIGHT OF WAY LINE;

THENCE NORTH 10 DEGREES 04 MINUTES 07 SECONDS EAST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 242.90 FEET TO THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINS 5,809 SQUARE FEET OR 0.133 ACRES, MORE OR LESS.

QUEEN CREEK ROAD

NORTHEAST CORNER
SECTION 15, T2S, R5E
POINT NOT FOUND

CITY OF CHANDLER
DOC. NO. 1992-0734666 M.C.R.
303-41-008C

S89°31'04"W 94.25'

POINT OF BEGINNING

ACCESS LICENSE
TO BENEFIT
CITY OF CHANDLER
SEE SHEET 2

CONSOLIDATED CANAL
BK 215, PG 08 M.C.R.

N0°17'35"W 2651.64'
MCQUEEN ROAD

1276.34'

FOUND 3" CITY OF CHANDLER
BRASS CAP FLUSH
EAST QUARTER CORNER
SECTION 15, T2S, R5E
POINT OF COMMENCEMENT

S0°17'06"E 2646.43'
BASIS OF BEARING

FOUND 3" CITY OF CHANDLER
BRASS CAP IN HAND HOLE
SOUTHEAST CORNER
SECTION 15, T2S, R5E



OCOTILLO ROAD



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

**TO BENEFIT CITY OF CHANDLER
ACCESS LICENSE
CHANDLER, ARIZONA**

| | | | |
|----------|----------------------|--------|--------------------|
| DRAWING: | 5279_COCEASEMENT.DWG | | |
| JOB# | 5279 | SCALE: | NTS SHT: 1 OF 2 |
| DRAFTER: | JAS | CHK: | ELS DATE: 11/25/25 |

POINT OF BEGINNING

S89°31'04"W
94.25'

CITY OF CHANDLER
DOC. NO. 1992-0734666 M.C.R.
303-41-008C

| LINE TABLE | | |
|------------|-------------|---------|
| LINE | DIRECTION | LENGTH |
| L1 | S62°11'35"E | 35.78' |
| L2 | S17°08'02"W | 133.63' |
| L3 | S8°42'14"W | 79.04' |
| L4 | S80°00'59"E | 16.68' |
| L5 | S9°46'09"W | 19.63' |
| L6 | N81°07'15"W | 36.31' |
| L7 | N10°04'07"E | 242.90' |

ACCESS LICENSE
TO BENEFIT
CITY OF CHANDLER

CONSOLIDATED CANAL
BK 215, PG 08 M.C.R.



22425 N 16TH STREET SUITE #1
PHOENIX, AZ 85024
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TO BENEFIT CITY OF CHANDLER
ACCESS LICENSE
CHANDLER, ARIZONA

| | | | | |
|----------|----------------------|--------|-----|----------------|
| DRAWING: | 5279_COCEASEMENT.DWG | | | |
| JOB# | 5279 | SCALE: | NTS | SHT: 2 OF 2 |
| DRAFTER: | JAS | CHK: | ELS | DATE: 11/25/25 |