

RIGHT-OF-WAY
JOINT-USE AGREEMENT
BETWEEN

Cochise County

AND

Arizona Electric Power Cooperative, Inc.

Texas Canyon Access Road
ASLD R/W #18-72418
Cochise County JUA

AGREEMENT

THIS AGREEMENT made and entered into on this ____ day of _____, 2017 by and between Cochise County (COCHISE), having its principal office and place of business at 1415 Melody Lane, Building D Bisbee, AZ 85603, and Arizona Electric Power Cooperative, Inc. (AEPCO), having its principal office and place of business at 1000 S. Highway 80, P.O. Box 670 , Benson, AZ 85602,

WITNESSETH

WHEREAS, AEPCO is engaged in the business of transmitting electric power and the operation of communication facilities;

WHEREAS, COCHISE is engaged in the business of operating a communication facility for its own internal use whose uses are incidental thereto;

WHEREAS, AEPCO has been granted a right-of-way-easement No. 18-72418 by the Arizona State Land Department to use and maintain an access road on, over, and across the following described property:

A strip of land in sections 27 and 34 in Township 16 South, Range 22 East, G. & S.R.B. & M., Cochise County, Arizona, owned by Arizona State Land. Also known as the Texas Canyon Communication Site roadway.

And,

WHEREAS, COCHISE desires to use said road for the purpose of access to certain of its facilities.

NOW, THEREFORE, in consideration of the premises and covenants stated herein, COCHISE and AEPCO agree as follows:

1. USE OF ROAD

COCHISE shall have the right to use the above-described road for access to its facilities until such time that said right is terminated by the State of Arizona. AEPCO shall have no liability whatsoever to COCHISE for any termination of AEPCO's rights under this Agreement. COCHISE agrees to abide by the conditions contained in the Right-of-Way No. 18-72418 granted to AEPCO by the State of Arizona effective March 7, 2014 to March 6, 2024.

2. CONTRIBUTION IN AID OF CONSTRUCTION AND SHARED EXPENSES

Simultaneously with the execution of this Agreement and prior to its exercise of any rights hereunder, COCHISE and AEPCO shall share, together with all other parties to this Joint Use Agreement, all expenses incurred for maintenance, improvement to or repair of the road with all of the road users during the term of this Agreement. Such shared expenses shall include, without limitation, the cost or periodic fee for any and all easements or rights of way. AEPCO shall determine the need for maintenance, improvement to or repair of the road. Any damage to the road or improvements thereon, other than ordinary wear and tear, shall be repaired at the sole expense of the party causing such damage.

3. **NOTICE**

Any notice required or permitted pursuant to this Agreement shall be made in writing and transmitted by certified mail to the office of AEPCO, addressed as follows:

*Arizona Electric Power Cooperative, Inc.
Land Services Department
P.O. Box 670
Benson, AZ 85602*

or mailed to the office of COCHISE addressed as follows:

*Cochise County
Attn: Cochise County Information Technology
1415 Melody Lane, Building D
Bisbee, AZ 85603*

Any party may from time to time by written notice to the other, change its address for future notices hereunder.

4. **INDEMNIFICATION**

The Parties mutually agree to assume all risk of loss and to indemnify and hold the other, its officers, agents and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments brought by third parties, including costs, attorney's and witnesses' fees, and expenses incident thereto and, upon the other party's request, promptly defend the same at its expense, for injuries to persons (including death) and for loss of, damage to, or destruction of property arising out of or in connection with this Agreement and the use of the road.

5. **ASSIGNMENT**

COCHISE may not assign this Agreement or any rights granted herein, without first receiving the written consent of the other party in addition to the Arizona State Land Department.

6. **CHOICE OF LAWS**

This Agreement shall at all times herein be construed and interpreted under the laws of the State of Arizona.

7. **COMPLETE AGREEMENT AND AMENDMENT**

This Agreement expresses the complete understanding of the parties and all representations, understandings and negotiations are merged herein. This Agreement shall not be amended except in writing by authorized representatives of both parties.

Arizona Electric Power Cooperative, Inc. (AEPCO)

By: _____
Signee Name

Its: _____
Signee Position

Cochise County (COCHISE)

By: _____
Signee Name

Its: _____
Signee Position

MAIL COPY OF THIS AGREEMENT TO:

Arizona State Land Department
Commercial Leasing Section
1616 West Adams
Phoenix, AZ 85007