

WHEN RECORDED MAIL TO:

SALT RIVER PROJECT

Land Department/PAB10W

P. O. Box 52025

Phoenix, Arizona 85072-2025

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

INGRESS & EGRESS EASEMENT

Maricopa County
Parcel # 101-23-003D
SW ¼, SEC. 19, T01N, R01E

Agt. CLB
Job # LJ72570 / T3139239
W: **CLB** C: _____
R/W #

**CITY OF GOODYEAR, ARIZONA,
an Arizona Municipal Corporation**

hereinafter called Grantor, for and in consideration of the sum of One Dollar, and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant and convey to **SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT**, an agricultural improvement district organized and existing under the laws of the State of Arizona, its agents, employees, contractors and permittees and their respective successors and assigns, hereinafter called the Grantee, the non-exclusive right, easement and privilege of full and free vehicular and pedestrian ingress and egress over, across and upon the following described property:

**FOR LEGAL DESCRIPTION SEE EXHIBIT "A"
ATTACHED HERETO AND BY REFERENCE
MADE A PART HEREOF ("Easement Area").**

Grantor shall not construct, install or place, or permit to be constructed, installed or placed, upon or within the property described herein any fence, wall, structure, landscaping, or other improvement that might interfere with or impede Grantee's right of full and free vehicular or pedestrian ingress and egress.

Grantor shall have the right to install, maintain and use gates in all fences which now cross the Easement Parcel and shall provide the other with a double locking device for such gates, if locked.

Grantee shall have the right (but not the obligation), at its expense, to pave, grade or otherwise improve the surface of the property described herein or portions thereof to facilitate Grantee's right of ingress and egress thereto with written authorization, which shall not be

unreasonable withheld..

The covenants and agreements herein set forth shall run with and burden the land and shall extend and inure in favor and to the benefit of, and shall be binding on the heirs, administrators, executors, personal representatives, legal representatives, the successors (including successors in ownership and estate), assigns and lessees of Grantor and Grantee.

The individual executing this document represents and warrants: (i) that he or she is authorized to do so on behalf of Grantor; (ii) that he or she has full legal power and authority to bind Grantor in accordance with the terms herein and, if necessary, has obtained all required consents or delegations of such power and authority (whether from any partner, owner, spouse, shareholder, director, member, manager, creditor, investor, developer, governmental authority, judicial or administrative body, association, or other person or entity); and (iii) that the execution, delivery, and performance by Grantor of this document and all others relating to the easement will not constitute a default under any agreement to which Grantor is a party. The individual executing this document shall indemnify, defend and hold harmless Grantee for, from and against any and all losses, costs, expenses, liabilities, claims, demands, and actions of any kind or nature, including court costs and attorneys' fees, arising or accruing as a result of the falsity of any of his or her representations and warranties contained in this document.

Grantee shall not have the right to use the Easement Area to store gasoline or petroleum products, hazardous or toxic substances, or flammable materials; provided however, that this prohibition shall not apply to any material, equipment or substance contained in, or a part of, the grantee facilities, provided that Grantee must comply with all applicable federal, state and local laws and regulations in connection therewith. Additionally, the Easement Area may not be used for the storage of construction-related materials or to park or store construction-related vehicles or equipment except on a temporary basis to construct, reconstruct, replace, repair, operate, or maintain the grantee facilities.

If Grantee performs excavation activities on the Easement Parcel and Grantee damages any improvements of Grantor that are in compliance with Grantor's requirements hereunder, Grantee will promptly repair such damage as is reasonably possible at the expense of Grantee

If Grantee and Grantor agree that Grantee's facilities are not being used or are determined not to be useful, Grantor may request that the facilities that are no longer needed be removed and that portion of the Easement Area be abandoned. Grantee will execute and record a formal instrument abandoning the easement, or a portion thereof. Any facilities that are determined to still be needed for Grantee's system can be relocated pursuant to the above relocation requirements.

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Notary Stamp/Seal

That portion of GLO Lot 3 of Section 19, Township 1 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

Commencing at the West quarter corner of said Section 19, being a found brass cap in a handhole, from whence the Northwest corner of Section 19, being a found 3" brass cap flush marked "LS 21782" bears North $00^{\circ} 15' 28''$ West (Basis of Bearings) a distance of 2644.64 feet;

Thence South $00^{\circ} 13' 47''$ East along the West line of Lot 3 of Section 19 a distance of 990.70 feet to the **POINT OF BEGINNING**;

Thence North $90^{\circ} 00' 00''$ East a distance of 405.00 feet;

Thence South $00^{\circ} 00' 00''$ West a distance of 283.56 feet to the centerline of the St. John's Ditch, USA easement as recorded in Book 161 of Deeds, page 231, and as shown on "Results of Survey Shadow Ridge Properties" as recorded in Book 1104 of Maps, page 15, Official Records;

Thence South $71^{\circ} 45' 44''$ West along said centerline a distance of 135.87 feet to the South line of said Lot 3;

Thence South $89^{\circ} 00' 05''$ West along said South line a distance of 274.67 feet to the Southwest corner of Lot 3, from whence the Southwest corner of Section 19, being a found brass cap in a handhole, bears South $00^{\circ} 13' 47''$ East a distance of 1321.57 feet;

Thence North $00^{\circ} 13' 47''$ West along the West line of Lot 3 a distance of 330.88 feet to the **POINT OF BEGINNING**.

Containing 129,765 sq. ft. or 2.9790 acres