

WHEN RECORDED MAIL TO:

SALT RIVER PROJECT

Land Department/PAB10W

P. O. Box 52025

Phoenix, Arizona 85072-2025

EASEMENT

Maricopa County

Parcel # 101-23-003D

SW ¼, SEC. 19, T01N, R01E

Agt. PJH

Job # LJ72038 / T3139239

W PJH C _____

R/W#: 468

KNOW ALL MEN BY THESE PRESENTS:

That

CITY OF GOODYEAR, ("Grantor"),
an Arizona municipal corporation

FOR AND IN CONSIDERATION OF THE SUM of One Dollar, and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant to the **SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT**, ("Grantee"), an agricultural improvement district organized and existing under the laws of the State of Arizona, its successors and assigns, for itself and on behalf of the United States of America and as manager of the federal Salt River Reclamation Project, the right, easement and privilege to construct, reconstruct, operate and maintain an irrigation pipeline and irrigation turnout structure together with all the necessary and appurtenant facilities through, under and across the following described property ("Easement Area"):

Exhibit "A" attached hereto and made by reference a part hereof.

Grantor shall not convey any easements or grant any permits within the Easement Area in which the facilities to be placed in the Easement Area do not comply with the specifications shown in Exhibit B attached hereto and by this reference made a part hereof.

Grantor shall not erect, construct or permit to be erected or constructed any building or other structure, plant any trees, drill any well, install swimming pools, or alter ground level by cut or fill, within the limits of the Easement Area, which do not comply with said Exhibit B.

Grantee shall have the right, but not the obligation, to trim, cut and clear away trees or brush whenever in its judgment the same shall be necessary for the convenient and safe exercise of the rights hereby granted.

The Grantee shall at all times have the right of full and free ingress and egress to said Easement Area for the purpose heretofore specified.

Grantor and Grantee acknowledge that from time to time Grantee may find it necessary to construct, reconstruct, operate and maintain irrigation facilities and appurtenant conveniences lying within the Easement Area.

Grantor shall pay Grantee all costs and expenses of any relocation of the irrigation facilities requested by Grantor, including but not limited to, the relocation of the facilities into the easement area described above.

In the event the right, privilege and easement herein granted shall be abandoned and permanently cease to be used for the purpose herein granted, all rights herein granted shall cease and revert to the Grantors, their heirs or assigns.

The covenants and agreements herein set forth shall extend and inure in favor and to the benefit of and shall be binding on the heirs, successors in ownership and estate, assigns and lessees of the respective parties hereto.

Notwithstanding any of the aforesaid provisions, the easement rights granted herein shall be further subject to the following covenants, restrictions and conditions:

1. Grantor reserves the right to construct, install, operate, maintain, repair, replace and reinstall surface parking areas, driveways, roadways, sidewalks, curbs and gutters, landscaping, irrigation lines and street lighting on the surface of the Easement Area.
2. Grantor reserves the right to construct and install public utilities, and to grant easements and permits for public utility purposes, in, upon, under, over and across the Easement Area subject to compliance with the specifications shown in Exhibit B attached hereto and by this reference made a part hereof.
3. In the event that any repair, maintenance, replacement or installation of the irrigation facilities and appurtenant conveniences will cause a disturbance or a disruption of any public street or paved roadway, Grantee shall notify Grantor, pursuant to existing practices, before Grantee undertakes any such action. In the event of an emergency, Grantee shall have use of any public street or paved roadway as it reasonably deems necessary and appropriate to correct, repair, replace or reconstruct irrigation facilities affected by the emergency and notify Grantor, pursuant to existing practices, as soon as practical after responding to the emergency. Grantee shall provide for advance warning signs, barricades, flagmen, flares, and other devices when necessary to protect the roadway user as set forth in the "Manual on Uniform Traffic Control Devices" as required by the local jurisdiction and any amendments and/or revisions thereto.
4. Grantor shall warrant and defend the rights, easements and privileges hereby granted and the priority of this easement against all persons whomsoever, except those rights, easements and privileges previously granted and recorded in public record, specifically including, but not limited to the Easement and Agreement for Highway Purposes granted to Maricopa County, a political subdivision of the State of Arizona on January 31, 1974 at Docket 10501, Page 47 in the records of the Maricopa County Recorder, which area has been subsequently been annexed by the City of Avondale, thereby conveying all rights to the easement to the City of Avondale.
5. 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, including without limitation the requirements

set forth in paragraphs 2 and 3 above, Grantee will promptly repair such damage as is reasonably possible at the expense of Grantee.

6. Grantor reserves the right to require the relocation of Grantee Facilities to a new location within Grantor's Property; provided however, that: (1) Grantor pays the entire cost of redesigning and relocating Grantee Facilities; and (2) Grantor provides Grantee with a new easement in a form and location acceptable to Grantee and at no cost to Grantee. Upon the acceptance by Grantee of a new easement and after the relocation of Grantee Facilities to the new easement area, Grantee shall abandon its rights to use the Easement Area granted in this easement. The easement granted herein shall not be deemed abandoned except upon Grantee's execution and recording of a formal instrument abandoning the easement.

7. 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.

Exhibit "A"

DESCRIPTION OF REAL ESTATE

IN MARICOPA COUNTY, STATE OF ARIZONA

A parcel of land in the Southwest Quarter of Section Nineteen (19) Township One (1) North, Range One (1) East of the Gila and Salt River Meridian, and being more particularly described as follows:

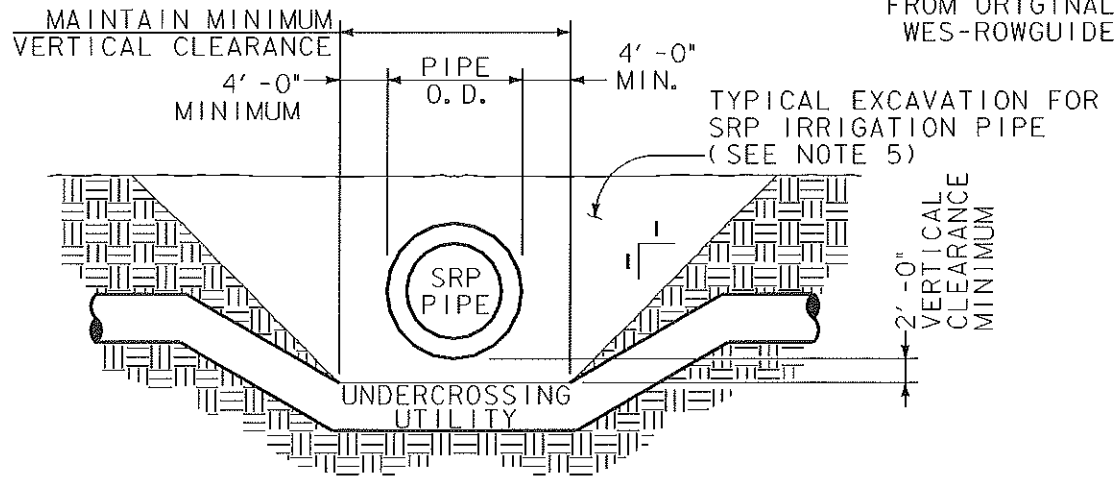
All that portion lying within the East 15' of the West 75' of the North 107' of the South 1507' of said Southwest Quarter.

EXHIBIT B

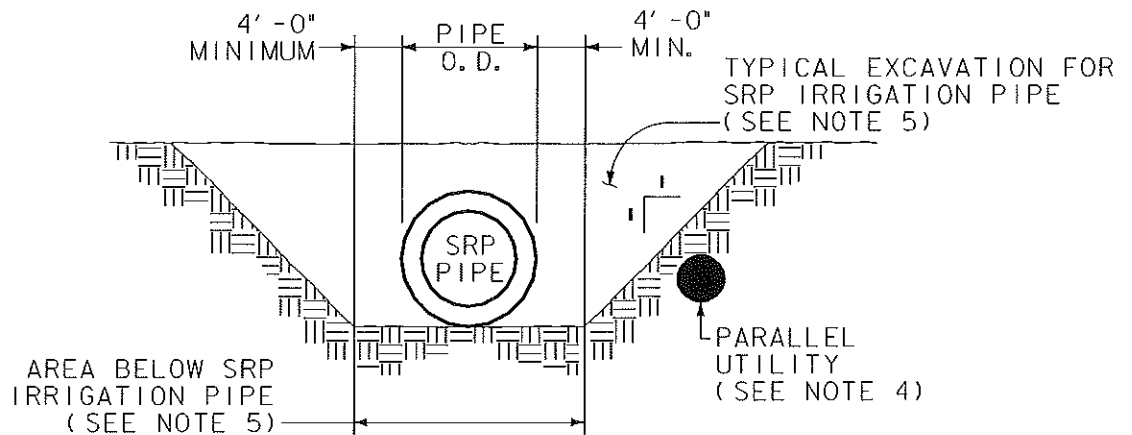
(PAGE 1 OF 2)

REV NO.	DATE
6	12/05/18

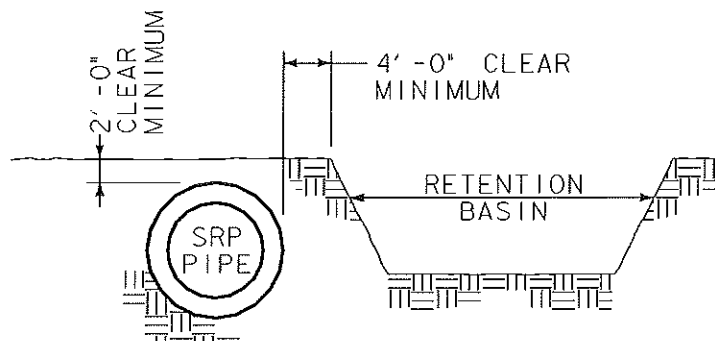
DWG REFERENCED
FROM ORIGINAL
WES-ROWGUIDE



PIPELINE - UNDERCROSSING



PIPELINE - PARALLEL UTILITY



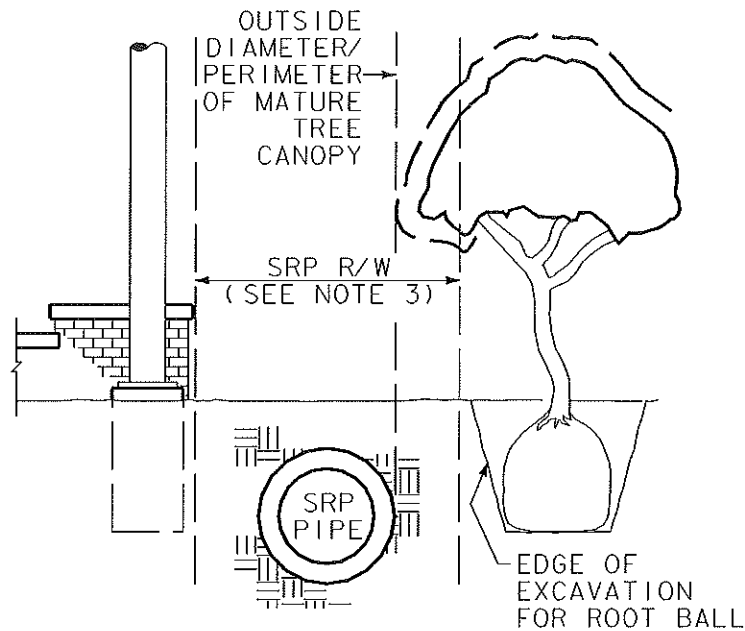
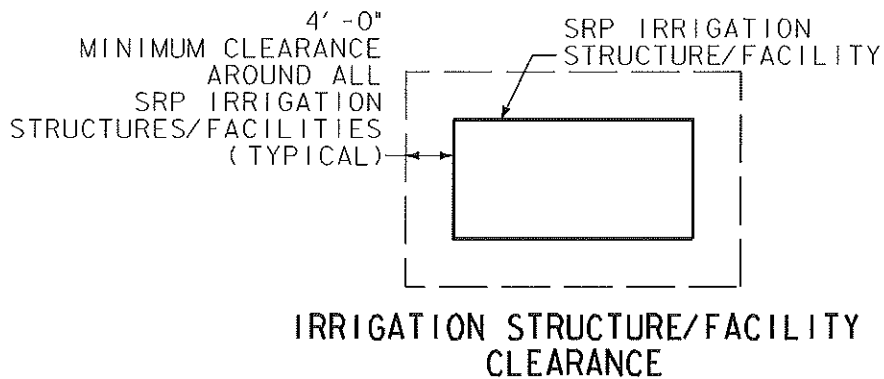
PIPELINES - RETENTION BASIN

EXHIBIT B

(PAGE 2 OF 2)

REV NO.	DATE
6	12/05/18

DWG REFERENCED
FROM ORIGINAL
WES-ROWGUIDE



NOTES

1. THESE GUIDELINES ARE PROVIDED AS A GENERAL AID TO PLANNING. ACTUAL SRP REQUIREMENTS MAY VARY BASED ON SITE-SPECIFIC CONDITIONS, OPERATIONAL CONSIDERATIONS, ETC.
2. AN SRP LICENSE IS REQUIRED FOR UTILITIES CROSSING/PARALLEL TO SRP IRRIGATION PIPE IN SRP RIGHT-OF-WAY. SRP REQUIRES ENGINEER DESIGNED UTILITY CROSSING/LOCATION AND EXCAVATION PLAN.
3. SRP MAY LICENSE LIMITED USES OF ITS RIGHT-OF-WAY SUCH AS PARKING, SIDEWALK, LAWN, ETC. POLES, STRUCTURES AND TREES ARE TYPICALLY NOT PERMITTED IN SRP RIGHT-OF-WAY. INCLUDE DESIGN DRAWINGS FOR PROPOSED USE WHEN SUBMITTING REQUEST TO SRP FOR LICENSE.
4. UTILITIES PARALLEL TO SRP IRRIGATION PIPE ARE REVIEWED ON A CASE-BY-CASE BASIS. LOCATED PARALLEL UTILITY OUTSIDE OF AREA SRP EXCAVATES WHEN MAINTAINING IRRIGATION PIPE, OR 4'-0" BEYOND SIDE OF THE OUTSIDE BELL DIAMETER OF THE SRP IRRIGATION PIPE, WHICHEVER IS GREATER. TYPICAL EXCAVATION INCLUDES AREA ABOVE AND TO EACH SIDE OF SRP IRRIGATION PIPE SIDE EXCAVATION INCLUDES AREA ABOVE A LINE EXTENDING UPWARD AND OUTWARD AT A ONE-TO-ONE SLOPE FROM A POINT LEVEL WITH THE BOTTOM OF AND 4'-0" BEYOND THE SIDE OF THE OUTSIDE BELL DIAMETER OF THE SRP IRRIGATION PIPE.
5. OTHER UTILITIES ARE NOT PERMITTED IN THESE AREAS.