

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

FACILITY RELOCATION AGREEMENT

**BETWEEN THE MUNICIPALITY OF Pinal County
AND SALT RIVER PROJECT AGRICULTURAL
IMPROVEMENT AND POWER DISTRICT**

Pinal County
NE ¼ SEC. 06, T03S, R08E
Gantzel Rd & Painted Desert Dr

Agt. KB BW
T3417584/LR84305/LJ91452

**DO NOT REMOVE
THIS PAGE IS PART OF THE ORIGINAL
DOCUMENT**

FACILITY RELOCATION AGREEMENT

IN CONNECTION WITH IMPROVEMENTS TO SRP FACILITIES PURSUANT TO THE
SRP MUNICIPAL AESTHETICS PROGRAM

Between

THE MUNICIPALITY OF Pinal County

and

THE SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT

The SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT ("SRP"), an agricultural improvement district organized and existing under the laws of the State of Arizona and Pinal County, a municipal corporation, ("MUNICIPALITY") hereby enter into this AGREEMENT this _____ day of _____, 20____.

RECITALS:

A. In connection with aesthetics improvements to certain SRP Facilities ("EXISTING FACILITIES") which are integral to SRP's core business of water and power development, transmission and distribution, MUNICIPALITY desires the relocation of the EXISTING FACILITIES, either from on or above the land surface to below the surface or out of the current alignment, and SRP and MUNICIPALITY desire to ensure that, once relocated, the relocated facilities ("RELOCATED FACILITIES") will be secure in the new location as against future relocation as desired or required by MUNICIPALITY.

B. SRP and MUNICIPALITY agree that, irrespective of the nature or validity of rights held or asserted by SRP where the EXISTING FACILITIES are located, MUNICIPALITY shall provide the assurances herein to remediate costs to SRP and the USA associated with the need for future relocation of the RELOCATED FACILITIES, whether or not currently anticipated.

C. SRP is willing to accommodate the aesthetics improvements to the EXISTING FACILITIES, provided MUNICIPALITY shall reimburse SRP for any future cost of relocation of the RELOCATED FACILITIES and provide SRP with sufficient right or privilege on land suitable for the RELOCATED FACILITIES and on which MUNICIPALITY has the requisite authority to grant such a right or privilege, that is satisfactory to SRP.

NOW THEREFORE, the parties agree as follows:

1. This AGREEMENT is intended solely to address the obligations of the parties with respect to the provision of sufficient assurances to SRP regarding the stability and security of SRP's ability to rely on continued use of the RELOCATED FACILITIES without additional cost associated with the need for future movement of the RELOCATED FACILITIES.

2. MUNICIPALITY and SRP intend to enter into a separate agreement providing for the physical removal of the EXISTING FACILITIES and the design and construction of the RELOCATED FACILITIES and apportionment of costs for such work.

3. MUNICIPALITY warrants that it has the authority to grant, and hereby grants SRP, the right to use the land described more particularly in the attached Exhibit A "Legal Description" (NEW FACILITY SITE), which is made a part hereof, for the following purposes and subject to the following conditions:

- a) for the construction, installation, reconstruction, replacement, removal, repair, operation and maintenance of the EXISTING FACILITIES, consisting of irrigation pipeline(s) and irrigation turnout structure(s) or electric facilities and all other appliances and fixtures for use in connection therewith for the transmission and distribution of water or power, and for all other purposes connected therewith as SRP may now or hereafter deem convenient or necessary, together with the right of ingress and egress to and from the RELOCATED FACILITIES.
- b) The RELOCATED FACILITIES will subsequently be relocated at the request of MUNICIPALITY only if the NEW FACILITY SITE is required by MUNICIPALITY for authorized purposes that are incompatible with the RELOCATED FACILITIES. Upon notice of intent to relocate by MUNICIPALITY, SRP's right to occupy the NEW FACILITY SITE shall remain in effect until SRP's RELOCATED FACILITIES have been moved to a reasonable new location in a new area that meets with the standards set forth herein.

4. In the event SRP permanently abandons the NEW FACILITY SITE, all SRP's rights hereunder shall cease, except the right and obligation to remove any and all property placed upon the NEW FACILITY SITE within a reasonable time subsequent to such abandonment.

5. MUNICIPALITY warrants that it has good and sufficient title to the NEW FACILITY SITE, that MUNICIPALITY has legal authority and power to authorize SRP to construct its RELOCATED FACILITIES in the NEW FACILITY SITE and that the NEW FACILITY SITE is free and clear of any encumbrances, except such encumbrances as are acceptable to SRP and as are described on Exhibit B "List of Encumbrances". If SRP's RELOCATED FACILITIES must be relocated or modified due to the claim of any person to the NEW FACILITY SITE, MUNICIPALITY shall reimburse all of SRP's costs for such relocation or modification, and such relocation shall be in a reasonable new location if relocation is necessary.

6. The covenants and agreements herein set forth shall run with the land and be binding upon the NEW FACILITY SITE, and extend and inure in favor and to the benefit of and shall be binding on the heirs, administrators, executors, personal representatives, legal representatives, successors (including successors in ownership and estate), assigns and lessees of MUNICIPALITY and SRP.

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

- a) MUNICIPALITY shall not construct, install or place, or grant a license or easement or any permit or other right allowing to be constructed, installed or placed any facility which unreasonably interferes with SRP's use of the RELOCATED FACILITIES. MUNICIPALITY shall submit design plans for any planned facility or improvement in the NEW FACILITY SITE to SRP for its prior review and comment.
- b) In the event any SRP repair, maintenance, replacement or installation of the RELOCATED FACILITIES will cause a disturbance or a disruption of any public street or paved roadway, SRP shall notify MUNICIPALITY, pursuant to existing practices. SRP 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" and any amendments and/or revisions thereto.
- c) In the event of any emergency, SRP shall have the immediate right to the use of any public street or paved roadway as necessary and appropriate to correct, repair, replace or reconstruct the RELOCATED FACILITIES affected by the emergency and notify MUNICIPALITY within a reasonable time thereafter.

8. MUNICIPALITY and SRP shall each release the other party and members of its governing bodies, directors, officers, employees, agents and representatives from any claim for damage, loss or cost, including reasonable attorneys' fees and litigation costs, arising from the party's use of the NEW FACILITY SITE unless caused by such party's breach of this Agreement, negligence or willful action.

9. Any disputes arising out of this Agreement, shall be subject to resolution by MUNICIPALITY and SRP through compromise, arbitration, or adjudication. The parties shall use arbitration, after exhausting all applicable administrative remedies, to resolve any disputes where the sole relief sought is monetary damages of one hundred thousand dollars (\$100,000) or less, exclusive of interest and costs. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association by an arbitrator mutually agreed upon by the parties.

10. The waiver by either party of any breach or failure to provide full performance under any of the terms or conditions of this Agreement shall not be construed as a waiver of any other term or condition, or of any subsequent breach of the same or any other term or condition.

11. Notices required to be given pursuant to this Agreement shall be delivered in person

or by certified or first class United States mail, postage paid, or by facsimile to:

12. This Agreement, including any schedules, exhibits or attachments hereto, constitutes the entire agreement between the parties, and no understanding or obligation not expressly set forth herein shall be binding upon them. No modification, amendment or alteration of this Agreement shall be valid unless it is in writing and signed by both parties.

13. This Agreement shall be governed by the laws of the State of Arizona without regard to conflicts of law principles. Any court proceeding regarding this Agreement shall be initiated and prosecuted in a state or federal court located in Pinal County, Arizona.

14. This Agreement shall be recorded in the books and records of Pinal County, Arizona, and shall be effective as to any interest in the NEW FACILITY SITE now owned or hereafter acquired by MUNICIPALITY, and shall be binding on any successors (including successors in ownership and estate), assigns and lessees of MUNICIPALITY, and any future owners and lessees of the NEW FACILITY SITE.

IN WITNESS WHEREOF, **SALT RIVER PROJECT AGRICULTURAL
IMPROVEMENT AND POWER DISTRICT**, has executed this Agreement this _____ day
of _____, 20____.

**SALT RIVER PROJECT AGRICULTURAL
IMPROVEMENT AND POWER DISTRICT**

By:
Its: for SRP

STATE OF _____)
) SS.
COUNTY OF _____)

On this _____ day of _____, 20____, before me, the undersigned, personally appeared
_____, the
_____, of the **SALT RIVER PROJECT
AGRICULTURAL IMPROVEMENT AND POWER DISTRICT**, and such authorized
representative acknowledged that this document was executed on behalf of the corporation for the
purposes therein contained.

Notary Public

My Commission Expires:

Notary Stamp/Seal

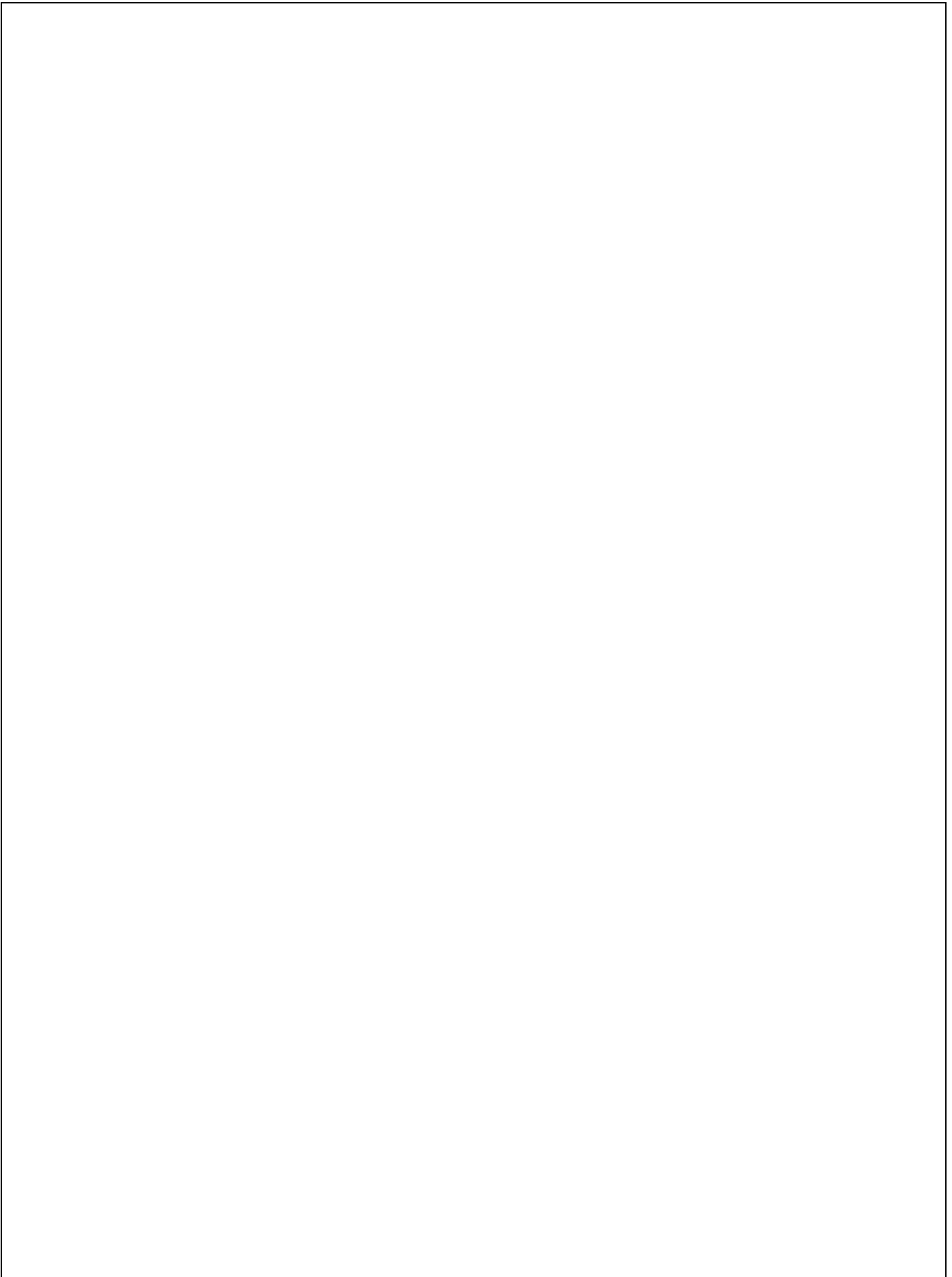


EXHIBIT "A"

SRP JOB NUMBER: T3417584

DATE: 05-08-2023

SRP JOB NAME: CUS UE GANTZEL RD - PAINTED DESERT DR AND GANZEL CONV

PAGE: 1 OF 4

TTRRSS: 03S08E06

AN EASEMENT LOCATED IN THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 3 SOUTH, RANGE 8 EAST OF THE GILA AND SALT RIVER MERIDIAN, PINAL COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 6, BEING A REBAR, FROM WHICH THE EAST QUARTER CORNER OF SAID SECTION 6, BEING A BRASS CAP FLUSH, BEARS SOUTH 03 DEGREES 13 MINUTES 53 SECONDS EAST, A DISTANCE OF 2678.63 FEET (**BASIS OF BEARINGS**);

THENCE ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 6, SOUTH 03 DEGREES 13 MINUTES 53 SECONDS EAST, A DISTANCE OF 231.67 FEET;

THENCE SOUTH 86 DEGREES 46 MINUTES 07 SECONDS WEST, A DISTANCE OF 180.33 FEET TO THE **POINT OF BEGINNING**;

THENCE SOUTH 81 DEGREES 53 MINUTES 24 SECONDS WEST, A DISTANCE OF 8.00 FEET TO A NON-TANGENT CURVE, CONCAVE EASTERLY AND HAVING A RADIUS OF 1781.00 FEET WHICH BEARS NORTH 81 DEGREES 53 MINUTES 24 SECONDS EAST;

THENCE NORTHERLY ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 00 DEGREES 09 MINUTES 26 SECONDS, AN ARC LENGTH OF 4.89 FEET;

THENCE SOUTH 37 DEGREES 10 MINUTES 50 SECONDS WEST, A DISTANCE OF 8.45 FEET TO A NON-TANGENT CURVE, CONCAVE EASTERLY AND HAVING A RADIUS OF 1787.00 FEET WHICH BEARS NORTH 81 DEGREES 51 MINUTES 21 SECONDS EAST;

THENCE NORTHERLY ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 00 DEGREES 21 MINUTES 43 SECONDS, AN ARC LENGTH OF 11.29 FEET;

THENCE NORTH 37 DEGREES 10 MINUTES 50 SECONDS EAST, A DISTANCE OF 8.51 FEET TO A NON-TANGENT CURVE, CONCAVE EASTERLY AND HAVING A RADIUS OF 1781.00 FEET WHICH BEARS NORTH 82 DEGREES 24 MINUTES 41 SECONDS EAST;

THENCE NORTHERLY ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 05 DEGREES 34 MINUTES 07 SECONDS, AN ARC LENGTH OF 173.10 FEET;

THENCE NORTH 46 DEGREES 34 MINUTES 15 SECONDS WEST, A DISTANCE OF 19.74 FEET;

THENCE NORTH 43 DEGREES 25 MINUTES 45 SECONDS EAST, A DISTANCE OF 8.00 FEET;

THENCE SOUTH 46 DEGREES 34 MINUTES 15 SECONDS EAST, A DISTANCE OF 23.03 FEET TO A NON-TANGENT CURVE, CONCAVE EASTERLY AND HAVING A RADIUS OF 1773.00 FEET WHICH BEARS NORTH 88 DEGREES 05 MINUTES 09 SECONDS EAST;

EXHIBIT "A"

SRP JOB NUMBER: T3417584

SRP JOB NAME: CUS UE GANTZEL RD - PAINTED DESERT DR AND GANZEL CONV

TTRRSS: 03S08E06

DATE: 05-08-2023

PAGE: 2 OF 4

THENCE SOUTHERLY ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 06 DEGREES 11 MINUTES 46 SECONDS, AN ARC LENGTH OF 191.73 FEET TO SAID **POINT OF BEGINNING**.

SAID EASEMENT CONTAINS AN AREA OF 1763 SQUARE FEET OR 0.04 ACRE, MORE OR LESS.

END OF DESCRIPTION

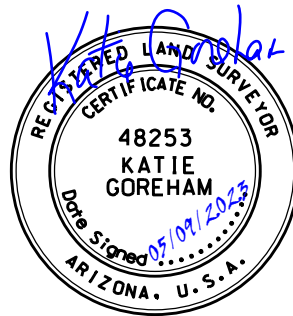
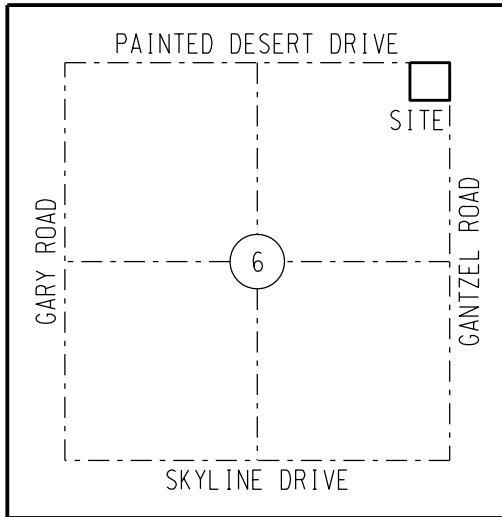


EXHIBIT "A"



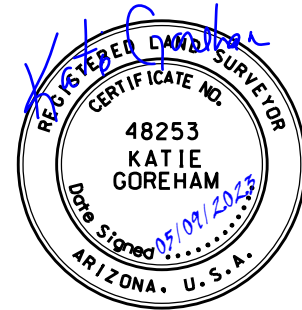
VICINITY MAP (NTS)
T3S, R8E
G&SRM

LEGEND

- SECTION AND CENTERLINE
- PROPERTY LINE
- TIE LINE
- ◆ SECTION CORNER AS NOTED
- ▨ EASEMENT AREA

ABBREVIATION TABLE

APN	ASSESSOR'S PARCEL NUMBER
PCR	PINAL COUNTY RECORDER
(M)	MEASURED
LVI	LAST VISUAL INSPECTION
NTS	NOT TO SCALE



BASIS OF BEARINGS:
BASED ON THE MARICOPA COUNTY
LOW DISTORTION PROJECTION
COORDINATE SYSTEM.

CAUTION

THE EASEMENT LOCATION AS HEREON DELINEATED MAY CONTAIN HIGH VOLTAGE ELECTRICAL EQUIPMENT, NOTICE IS HEREBY GIVEN THAT THE LOCATION OF UNDERGROUND ELECTRICAL CONDUCTORS OR FACILITIES MUST BE VERIFIED AS REQUIRED BY ARIZONA REVISED STATUTES, SECTION 40-380.21, ET. SEQ., ARIZONA BLUE STAKE LAW, PRIOR TO ANY EXCAVATION.

NOTES

THIS EXHIBIT IS INTENDED TO ACCOMPANY AN EASEMENT. ALL PARCELS SHOWN WERE PLOTTED FROM RECORD INFORMATION, AND NO ATTEMPT HAS BEEN MADE TO VERIFY THE LOCATION OF ANY BOUNDARIES SHOWN. THIS IS NOT AN ARIZONA BOUNDARY SURVEY.

ALL ELECTRIC LINES SHOWN ARE MEASURED TO THE WINDOW OF THE EQUIPMENT PAD UNLESS OTHERWISE NOTED.

SALT RIVER PROJECT
AGRICULTURAL IMPROVEMENT & POWER DISTRICT



SURVEY DIVISION
LAND DEPARTMENT

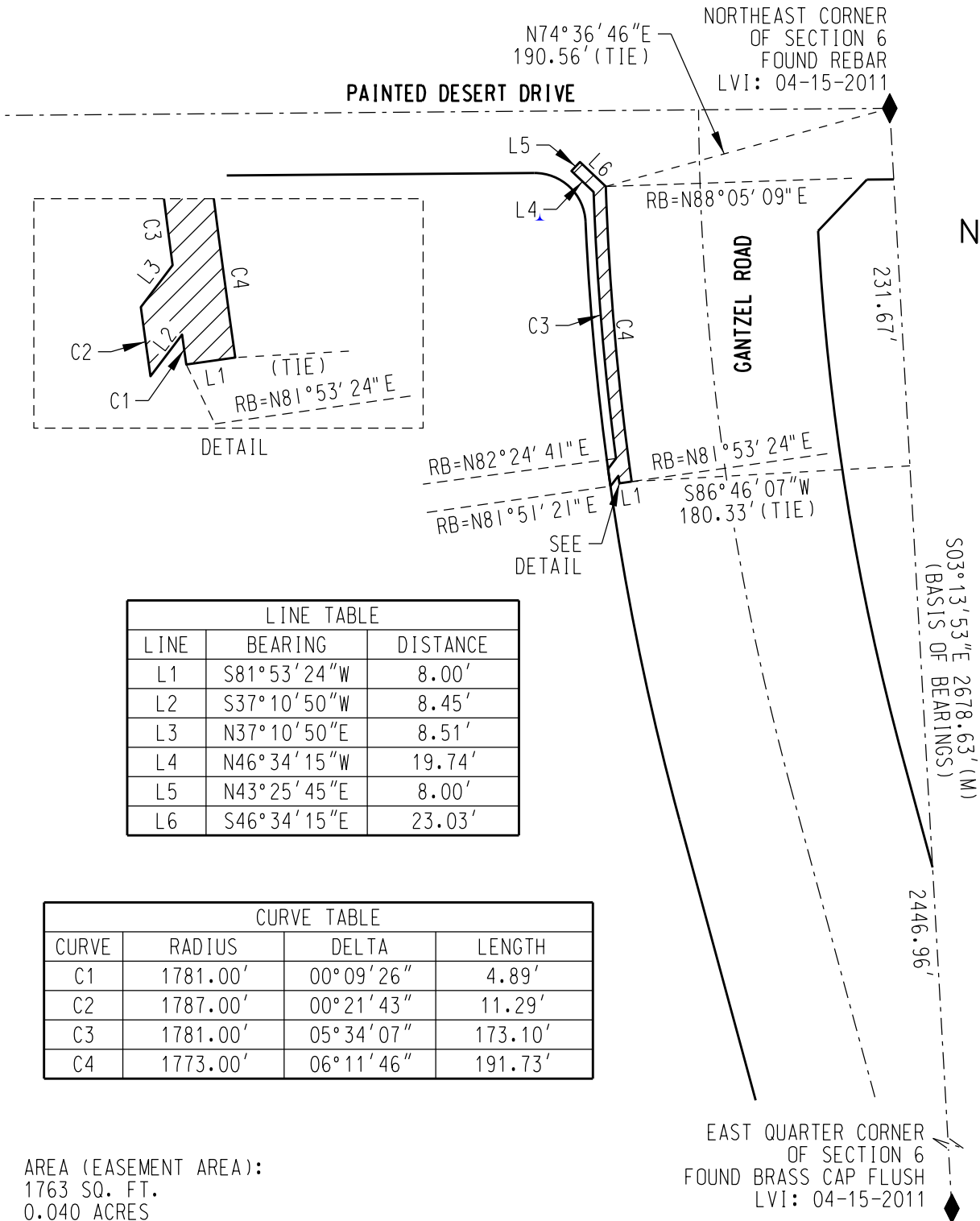
SRP LDWR NUMBER: NA	SCALE: NTS
I.O. NUMBER: T3417584	SHEET: 3 OF 4
AGENT: BOCKMANN	SHEET SIZE: 8.5"x11"
DRAWN: MALEK	REVISION: 0
CHECKED BY: GOREHAM	CREW CHIEF: THOMAS
DATE: 05-08-2023	FIELD DATE: 04-26-2023

CUS UE GANTZEL RD - PAINTED
DESERT DR & GANTZEL CONV
NE 1/4, SECTION 6
T.3 S., R.8 E.
12.1 SOUTH - 42.9 EAST

EXHIBIT "A"



NORTH



SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT & POWER DISTRICT		SRP SURVEY DIVISION LAND DEPARTMENT
SRP LDWR NUMBER: NA	SCALE: NTS	
I.O. NUMBER: T3417584	SHEET: 4 OF 4	CUS UE GANTZEL RD - PAINTED DESERT DR & GANTZEL CONV NE 1/4, SECTION 6 T.3 S., R.8 E. 12.1 SOUTH - 42.9 EAST
AGENT: BOCKMANN	SHEET SIZE: 8.5"x11"	
DRAWN: MALEK	REVISION: 0	
CHECKED BY: GOREHAM	CREW CHIEF: THOMAS	
DATE: 05-08-2023	FIELD DATE: 04-26-2023	