

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

FACILITY RELOCATION AGREEMENT

**BETWEEN THE COUNTY OF PINAL COUNTY
AND SALT RIVER PROJECT AGRICULTURAL
IMPROVEMENT AND POWER DISTRICT**

Pinal County
SEC. 33, T02S, R08E

R/W # Agt. KB
204926R0Q/T3341221/LR85158/
LJ89515

**DO NOT REMOVE
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DOCUMENT**

FACILITY RELOCATION AGREEMENT

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

Between

THE COUNTY OF PINAL

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 political subdivision of the State of Arizona, ("COUNTY") 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, COUNTY 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 COUNTY 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 COUNTY.

B. SRP and COUNTY agree that, irrespective of the nature or validity of rights held or asserted by SRP where the EXISTING FACILITIES are located, COUNTY 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 COUNTY 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 COUNTY 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. COUNTY 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. COUNTY 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 COUNTY only if the NEW FACILITY SITE is required by COUNTY for authorized purposes that are incompatible with the RELOCATED FACILITIES. Upon notice of intent to relocate by COUNTY, 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. COUNTY warrants that it has good and sufficient title to the NEW FACILITY SITE, that COUNTY 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, COUNTY 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 COUNTY 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) COUNTY 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. COUNTY 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 COUNTY, 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 COUNTY within a reasonable time thereafter.

8. COUNTY 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 COUNTY 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 COUNTY, and shall be binding on any successors (including successors in ownership and estate), assigns and lessees of COUNTY, and any future owners and lessees of the NEW FACILITY SITE.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

EXHIBIT "A"

SRP JOB NUMBER: T3341221

DATE: 10-17-2023

SRP JOB NAME: CUS UE COMBS RD & SCHNEPF RD CONV – AESTHETICS

PAGE: 1 OF 4

TTRRSS: 2S8E33

A RELOCATION AGREEMENT LOCATED IN THE NORTHEAST OF SECTION 33, TOWNSHIP 2 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 33, BEING A BRASS CAP IN HANDHOLE, FROM WHICH THE NORTH QUARTER CORNER OF SAID SECTION 33, BEING AN ALUMINUM CAP FLUSH, BEARS SOUTH 89 DEGREES 22 MINUTES 11 SECONDS WEST, A DISTANCE OF 2639.56 FEET (**BASIS OF BEARINGS**);

THENCE ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER SOUTH 89 DEGREES 22 MINUTES 11 SECONDS WEST, A DISTANCE OF 89.67 FEET;

THENCE SOUTH 00 DEGREES 37 MINUTES 49 SECONDS EAST, A DISTANCE OF 40.00 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUING SOUTH 00 DEGREES 37 MINUTES 49 SECONDS EAST, A DISTANCE OF 7.00 FEET;

THENCE NORTH 89 DEGREES 22 MINUTES 11 SECONDS EAST, A DISTANCE OF 49.48 FEET;

THENCE SOUTH 00 DEGREES 23 MINUTES 47 SECONDS EAST, A DISTANCE OF 8.00 FEET;

THENCE SOUTH 89 DEGREES 22 MINUTES 11 SECONDS WEST, A DISTANCE OF 7.00 FEET;

THENCE SOUTH 00 DEGREES 23 MINUTES 47 SECONDS EAST, A DISTANCE OF 114.89 FEET;

THENCE NORTH 89 DEGREES 36 MINUTES 13 SECONDS EAST, A DISTANCE OF 7.00 FEET;

THENCE SOUTH 00 DEGREES 23 MINUTES 47 SECONDS EAST, A DISTANCE OF 8.00 FEET;

THENCE SOUTH 89 DEGREES 36 MINUTES 13 SECONDS WEST, A DISTANCE OF 7.00 FEET;

THENCE SOUTH 00 DEGREES 23 MINUTES 47 SECONDS EAST, A DISTANCE OF 102.92 FEET;

THENCE NORTH 89 DEGREES 36 MINUTES 13 SECONDS EAST, A DISTANCE OF 7.00 FEET;

THENCE SOUTH 00 DEGREES 23 MINUTES 47 SECONDS EAST, A DISTANCE OF 8.00 FEET;

THENCE SOUTH 89 DEGREES 36 MINUTES 13 SECONDS WEST, A DISTANCE OF 7.00 FEET;

THENCE SOUTH 00 DEGREES 23 MINUTES 47 SECONDS EAST, A DISTANCE OF 54.19 FEET;

THENCE SOUTH 89 DEGREES 22 MINUTES 11 SECONDS WEST, A DISTANCE OF 8.00 FEET;

EXHIBIT "A"

SRP JOB NUMBER: T3341221

SRP JOB NAME: CUS UE COMBS RD & SCHNEPF RD CONV – AESTHETICS

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DATE: 10-17-2023

PAGE: 2 OF 4

THENCE NORTH 00 DEGREES 23 MINUTES 47 SECONDS WEST, A DISTANCE OF 288.00 FEET;

THENCE SOUTH 89 DEGREES 22 MINUTES 11 SECONDS WEST, A DISTANCE OF 387.00 FEET;

THENCE NORTH 00 DEGREES 23 MINUTES 47 SECONDS WEST, A DISTANCE OF 8.00 FEET;

THENCE NORTH 89 DEGREES 22 MINUTES 11 SECONDS EAST, A DISTANCE OF 344.52 FEET;

THENCE NORTH 00 DEGREES 37 MINUTES 49 SECONDS WEST, A DISTANCE OF 7.00 FEET;

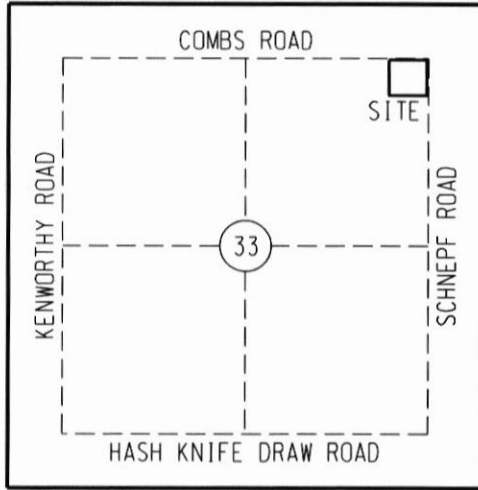
THENCE NORTH 89 DEGREES 22 MINUTES 11 SECONDS EAST, A DISTANCE OF 8.00 FEET TO SAID **POINT OF BEGINNING**.

SAID **RELOCATION AGREEMENT** CONTAINS AN AREA OF 5,688 SQUARE FEET OR 0.13 ACRE, MORE OR LESS.

END OF DESCRIPTION



EXHIBIT "A"



VICINITY MAP (NTS)
T2S, R8E
G&SRM

LEGEND

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

ABBREVIATION TABLE

APN	ASSESSOR'S PARCEL NUMBER
BCHH	BRASS CAP IN HAND HOLE
PCR	PINAL COUNTY RECORDER
(M)	MEASURED
LVI	LAST VISUAL INSPECTION
NTS	NOT TO SCALE
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
SRP	SALT RIVER PROJECT
ESMT	EASEMENT
PUE	PUBLIC UTILITY EASEMENT



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	
SRP LDWR NUMBER: NA	SCALE: NTS
I.O. NUMBER: T3341221	SHEET: 3 OF 4
AGENT: BOCKMANN	SHEET SIZE: 8.5"x11"
DRAWN: MALEK	REVISION: 0
CHECKED BY: GOREHAM	CREW CHIEF: AERNI
DATE: 10-17-2023	FIELD DATE: 04-06-2023



SURVEY DIVISION
LAND DEPARTMENT

CUS UE COMBS RD &
SCHNEPF RD CONV-AESTHETICS
NE 1/4, SECTION 33
T.2 S., R.8 E.
10.9 SOUTH - 43.9 EAST

EXHIBIT "A"

NORTH QUARTER CORNER
OF SECTION 33
FOUND ALUMINUM CAP FLUSH
LVI: 07-10-2015

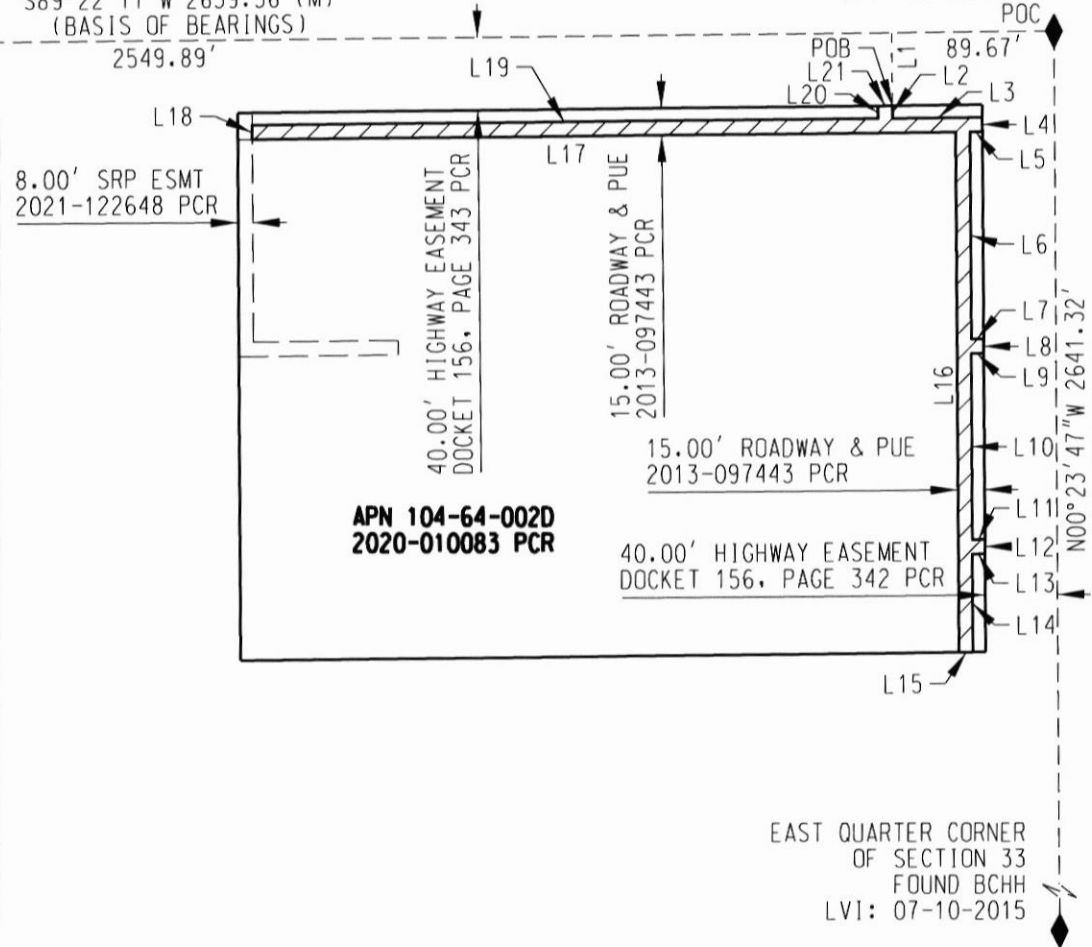
COMBS ROAD
S89°22'11"W 2639.56' (M)
(BASIS OF BEARINGS)

NORTHEAST CORNER
OF SECTION 33
FOUND BCHH
LVI: 04-08-2019
POC



NORTH

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S00°37'49"E	40.00'
L2	S00°37'49"E	7.00'
L3	N89°22'11"E	49.48'
L4	S00°23'47"E	8.00'
L5	S89°22'11"W	7.00'
L6	S00°23'47"E	114.89'
L7	N89°36'13"E	7.00'
L8	S00°23'47"E	8.00'
L9	S89°36'13"W	7.00'
L10	S00°23'47"E	102.92'
L11	N89°36'13"E	7.00'
L12	S00°23'47"E	8.00'
L13	S89°36'13"W	7.00'
L14	S00°23'47"E	54.19'
L15	S89°22'11"W	8.00'
L16	N00°23'47"W	288.00'
L17	S89°22'11"W	387.00'
L18	N00°23'47"W	8.00'
L19	N89°22'11"E	344.52'
L20	N00°37'49"W	7.00'
L21	N89°22'11"E	8.00'



SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT & POWER DISTRICT	
SRP LDWR NUMBER: NA	SCALE: NTS
I.O. NUMBER: T3341221	SHEET: 4 OF 4
AGENT: BOCKMANN	SHEET SIZE: 8.5"x11"
DRAWN: MALEK	REVISION: 0
CHECKED BY: GOREHAM	CREW CHIEF: AERNI
DATE: 10-17-2023	FIELD DATE: 04-06-2023

SURVEY DIVISION
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