

When recorded return to:
Clerk of the Board
P.O. Box 827
Florence AZ 85132

RESOLUTION NO. _____

A RESOLUTION OF THE PINAL COUNTY, ARIZONA, BOARD OF SUPERVISORS ACCEPTING FROM THE STATE LAND DEPARTMENT, STATE OF ARIZONA, AN AMENDMENT TO RIGHT-OF-WAY EASEMENT, R/W NUMBER 16-105992-00, FOR PUBLIC ROADWAY PURPOSES FOR A PORTION ON EL CAMINO VIEJO.

WHEREAS, it is in the best interest of Pinal County to accept for public roadway purposes the Amendment to Right-of-Way, R/W Number 16-105992-00, being granted by the State Land Department, State of Arizona, which is described in Exhibit A attached hereto and made a part hereof.

THEREFORE, BE IT RESOLVED the Pinal County Board of Supervisors hereby approves and accepts the Amendment to Right-of-Way, R/W Number 16-1105992-00, granted by the State Land Department, State of Arizona.

BE IT FURTHER RESOLVED, the Chairman of the Pinal County Board of Supervisors is authorized to execute this resolution and any document necessary to affect the acceptance of the hereinabove described Right-of-Way easement.

PASSED AND ADOPTED this _____ day of _____, 2025, by the PINAL COUNTY BOARD OF SUPERVISORS.

Chairman of the Board

ATTEST:

Clerk of the Board

APPROVED AS TO FORM:

Deputy County Attorney

EXHIBIT A

[Arizona State Land Department No. 16-105992-00]

See following pages.

STATE LAND DEPARTMENT
STATE OF ARIZONA

AMENDMENT TO RIGHT OF WAY

NO. 16-105992-00

The Right of Way between the State of Arizona, Grantor, and _____

PINAL COUNTY

Grantee, by mutual consent, has been amended as follows:

As requested, 14.016 acres for the purpose of public road only, are being added to this Right of Way, as depicted in the Additional Conditions, Exhibit Z attached hereto and made a part of this Amendment. This Right of Way now totals 16.816 acres as shown on Appendix A.

This Right of Way Amendment, when executed by the State Land Commissioner (Grantor) and the above mentioned Grantee and is affixed to the original Right of Way, shall be in full force and effect. All other terms and conditions of the Right of Way apply and shall remain in full force and effect.

IN WITNESS HEREOF, the parties hereto have signed this Right of Way effective the day and year set forth previously herein.

STATE OF ARIZONA, GRANTOR
Arizona State Land Commissioner

PINAL COUNTY
GRANTEE

By: _____ Date _____

(ASLD SEAL)

✓ Authorized Signature _____ ✓ Date _____

Stephen Q. Miller, Chairman of the Board
✓ Printed Name _____ ✓ Title _____

P.O. Box 827
✓ Address _____

Florence, AZ 85132
✓ City _____ ✓ State _____ ✓ Zip _____

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These Additional Conditions are attached to and made a part of the Right of Way boiler plate form (the “Boiler Plate”). The term “Section” when used in these Additional Conditions shall be deemed to refer to the Section numbers of the text in the Boiler Plate. The term “Paragraph” when used in these Additional Conditions shall be deemed to refer to the Paragraph numbers of the text in these Additional Conditions. The term “Right of Way” shall mean the Boiler Plate as supplemented by these Additional Conditions.

The terms and conditions set forth in these Amended Additional Conditions to Right of Way No. 16-105992-00-100 (the “Amended Additional Conditions”) amend and supplement the current Arizona State Land Department Right of Way No. 16-105992-00 granted by the State of Arizona (“Grantor”) to PINAL COUNTY (“Grantee”), together with the current Additional Conditions applicable thereto (the current Right of Way and current Additional Conditions, collectively, the “Original Grant”, and as amended and supplemented by these Amended Additional Conditions, the “Right of Way”). In the event of a conflict between the Original Grant and these Amended Additional Conditions, these Amended Additional Conditions shall control, but in all other respects, the Original Grant, as amended and supplemented by these Amended Additional Conditions, shall continue in full force and effect.

1. LEGAL DESCRIPTION, RENT AND PURPOSE

1.1 A legal description and/or a visual depiction of this Right of Way Amendment is/are detailed in EXHIBIT Z attached hereto. Subject to Grantor’s rules and policies then in place, and as a result of construction-related restrictions, Grantor and Grantee may agree to modify the legal description by the Grantee submitting “as built” or “proposed realignment” legal descriptions, depending on the situation, to Grantor for Grantor’s review. If approved by Grantor, and additional acreage is impacted, Grantee agrees to pay an appraised or pro-rated charge as Grantor determines is appropriate. No refund will be made for a reduction in acreage.

1.2 Grantor reserves the right to grant additional access rights, or any other rights not in conflict with the rights granted herein, to other parties at the Grantor’s sole discretion.

1.3 This Right of Way Amendment is for the purpose of a Public and does not permit any underground or above ground facilities without proper rights authorized or issued by Grantor, assignees or its successors.

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1.3.1 This Right of Way prohibits the erection of any type advertising sign(s) or monument structure(s) without proper rights authorized or issued by Grantor, assignees or its successors.

2. CONSTRUCTION, MAINTENANCE AND OPERATION

2.1 Grantee is responsible for complying with all federal, state and local guidelines in regard to the construction, maintenance and operation of this Right of Way grant and its associated appurtenances.

2.2 Grantee shall conduct all construction and maintenance activities in a manner that will minimize disturbance to surface features affecting adjacent land values, including, but not limited to, vegetation, drainage channels and stream banks.

2.3 Grantee shall be responsible for controlling noxious weeds as listed by the Arizona Department of Agriculture for the term of this Right of Way. Grantor recommends Grantee review Arizona Department of Agriculture website for prohibited and restricted noxious weed rules and regulations.

2.4 Grantee agrees that any rubbish or debris from construction and maintenance work shall be removed and properly disposed of at its expense. Disposal of construction-related and maintenance-related materials on State Trust land is strictly prohibited.

2.5 Specific sites where construction and maintenance equipment and vehicles shall not be allowed (e.g. archaeological sites, areas with threatened or endangered species, or fragile watersheds) shall be clearly marked onsite by the Grantee prior to the beginning of any construction, maintenance or other ground disturbing activities. Grantee shall take any and all steps necessary to ensure that these sites are not touched.

2.6 All equipment shall be removed from the site within seven (7) days of project completion.

2.7 Grantee shall be responsible for weed control on disturbed areas within the limits of this Right of Way and shall be responsible for consultation with the Grantor and/or local authorities for acceptable weed control methods.

2.8 For construction on or after the Commencement Date of this Right of Way Amendment: Prior to commencement of construction Grantee shall submit and receive

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Grantor approval for a plan to restore and rehabilitate disturbed areas remaining once construction has been completed. The plan shall include, but not be limited to, reseeding, reforestation, erosion control, and watershed protection measures.

2.9 For construction on or after the Commencement Date of this Right of Way Amendment: All rock brought to the surface along with topsoil and overburden from the affected State Trust lands shall be salvaged and stockpiled separately in a manner that replacement shall utilize one hundred (100%) percent of the materials upon completion of construction. Excess rock unsuitable for scattering shall be disposed of in a manner and location that is authorized by the Grantor.

2.10 Grantee shall maintain the Right of Way grant area in the manner described above during the term of this easement. Grantee agrees to complete any necessary restoration and rehabilitation to the satisfaction of the Grantor within ninety (90) days of written notification of non-compliance, or such longer period of time as mutually determined to be necessary to restore and/or rehabilitate subject land.

3. ENVIRONMENTAL MATTERS AND INDEMNITY

The following conditions shall supplement the terms and provisions governing environmental matters as set forth in the Right of Way boiler to which these Conditions are stated below.

3.1 For purposes of this Right of Way, the term "Environmental Laws" shall include but not be limited to any relevant federal, state or local environmental laws, and the regulations, rules and ordinances, relating to environmental matters, and publications promulgated pursuant to the local, state, and federal laws and any rules or regulations relating to environmental matters. For the purpose of this Right of Way, the term "Regulated Substances" shall include but not be limited to substances defined as "regulated substance", "solid waste", "hazardous waste", "hazardous materials", "hazardous substances", "toxic materials", "toxic substances", "inert materials", "pollutants", "toxic pollutants", "herbicides", "fungicides", "rodenticides", "insecticides", "contaminants", "pesticides", "asbestos", "environmental nuisance", "criminal littering", or "petroleum products" as defined in Environmental Laws.

3.2 Grantee shall strictly comply with all Environmental Laws, including, without limitation, water quality, air quality; and handling, transportation, storage, treatment, or disposal of any Regulated Substance on, under, or from the Subject Land. Without limiting the foregoing, compliance includes that Grantee shall: (1) comply with all reporting

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obligations imposed under Environmental Laws; (2) obtain and maintain all permits required by Environmental Laws, and provide a copy to Grantor within ten (10) business days of receipt of the Right of Way; (3) provide copies of all documentation required by Environmental Laws to Grantor within ten (10) business days of Grantee's submittal and/or receipt of the documentation; (4) during the term of Right of Way, provide copies of all information it receives or obtains regarding any and all environmental matters relating to the Subject Land, including but not limited to environmental audits relating to the Subject Land regardless of the reason for which the information was obtained or whether or not the information was required by Environmental Laws; (5) prevent treatment, storage, disposal, handling or use of any Regulated Substances within the Subject Land without prior written authorization from Grantor.

3.3 Grantee at all times shall employ or designate an existing employee (the "Designated Compliance Officer") who is responsible for knowing all Environmental Laws affecting Grantee and Grantee's business and monitoring Grantee's continued compliance with applicable Environmental Laws. Upon request by Grantor, Grantee shall make the Designated Compliance Officer available to discuss Grantee's compliance, answer any questions, and provide such reports and confirming information as Grantor may reasonably request.

3.4 At any time, Grantor may request Grantee to provide an environmental audit of the Subject Land performed by an Arizona registered professional engineer or an Arizona registered geologist. Grantee shall pay the entire cost of the audit.

3.5 Hazardous material generated (motor oil, paint, etc.) shall be disposed of properly or used in a way which will minimize impact on vegetation.

3.6 At any time, during the term of the Right of Way, Grantor may require Grantee to obtain one Phase I environmental assessment of the Subject Land performed by an Arizona registered professional engineer or an Arizona registered geologist. If based upon the Phase I environmental assessment or its own independent investigation, Grantor identifies any possible violation of Environmental Laws or the terms of this Right of Way, Grantor may require Grantee to conduct additional environmental assessments as Grantor deems appropriate for the purpose of ensuring that the Subject Land are in compliance with Environmental Laws. The Phase I assessment, or any other assessment required by Grantor, shall be obtained for the benefit of both Grantee and Grantor. A copy of the Phase I report shall be provided both to Grantee and Grantor. Grantor, in its sole discretion, shall have the right to require Grantee to perform additional assessments of any damage to the Subject

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Land arising out of any violations of Environmental Laws. If Grantee fails to obtain any assessments required by Grantor, Grantee shall pay the entire costs of any and all assessments required by Grantor, notwithstanding the expiration or termination of the Right of Way.

3.7 Prior to the termination of the Right of Way, Grantee shall restore the Subject Land by removing any and all Regulated Substances. In addition, the restoration shall include, but not be limited to, removal of all waste and debris deposited by Grantee. If the Subject Land or any portions thereof are damaged or destroyed from the existence or presence of any Regulated Substance or if the Subject Land or any portions thereof are damaged or destroyed in any way relating to or arising out of the removal, treatment, storage, disposition, mitigation, cleanup or remedying of any Regulated Substance, Grantee shall arrange, at its expense, for the repair, removal, remediation, restoration, and reconstruction to the Subject Land to the original condition existing on the date that Grantee first occupied the Parcel, to the satisfaction of Grantor. In any event, any damage, destruction, or restoration by Grantee shall not relieve Grantee from its obligations and liabilities under this Right of Way. Grantee's restoration obligations under this Section shall survive the expiration or the termination of the Right of Way.

3.8 Grantee shall defend, indemnify and hold Grantor harmless from and against any and all liability, obligations, losses, damages, penalties, claims, environmental response and cleanup costs and fines, and actions, suits, costs, taxes, charges, expenses and disbursements, including legal fees and expenses of whatever kind or nature (collectively, "claims" or "damages") imposed on, incurred by, or reserved against Grantor in any way relating to or arising out of any non-compliance with any Environmental Laws, the existence or presence of any Regulated Substance, on, under, or from the Subject Land, and any claims or damages in any way relating to or arising out of the removal, treatment, storage, disposition, mitigation, cleanup or remedying of any Regulated Substance on, under, or from the Subject Land by Grantee, its agents, contractors, or subcontractors.

3.9 This indemnity shall include, without limitation, claims or damages arising out of any and all violations of Environmental Laws regardless of any real or alleged fault, negligence, willful misconduct, gross negligence, breach of warranty, or strict liability on the part of any of the indemnitees. This indemnity shall survive the expiration or termination of this Right of Way and/or transfer of all or any portion of the Subject Land and shall be governed by the laws of the State of Arizona.

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3.10 In the event any action or claim is brought or asserted against Grantor which is or may be covered by this indemnity, Grantee shall fully participate, at Grantee's expense, in the defense of the action or claim including but not limited to the following: (1) the conduct of any required cleanup, removal or remedial actions and/or negotiations, (2) the conduct of any proceedings, hearings, and/or litigation, and (3) the negotiation and finalization of any agreement or settlement. Grantor shall retain the right to make all final decisions concerning the defense. Grantee's obligations to participate in the defense under this Section shall survive the expiration or termination of the Right of Way.

4. CULTURAL RESOURCES AND NATIVE PLANTS

4.1 Prior to any ground disturbance in areas not previously subject to a cultural resources survey, or areas that were last surveyed more than 10 years ago must be resurveyed. Grantee shall arrange for a permittee of the Arizona State Museum to prepare and submit a Class I Archaeological Records Review to identify whether or not a cultural resource survey meeting current statutory requirements has been conducted within the Project area, and to identify if any properties which may be eligible for the Arizona Register of Historic Places is located within or nearby the Project area. In addition, to make a recommendation of any efforts that should be undertaken to assess impacts to properties which may be register eligible, and to identify currently unknown Register eligible properties potentially impacted by the Project; and

A) If required, Grantee shall arrange for a permittee of the Arizona State Museum to inspect the area for cultural, historical, and paleontological remains and submit two copies and a PDF copy of the inspection report to the Arizona State Land Department Cultural Resources Section for review and approval.

4.2 Provided any cultural resources are discovered, Grantee shall avoid the resource or if avoidance is not feasible Grantee shall provide Grantor with any archaeological plans, studies, or reports that may be needed for Grantor's use in consultation with the State Historic Preservation Office (SHPO). submit a historic properties treatment plan for review and consultation with the State Historic Preservation Office (SHPO), under the State Historic Preservation Act, A.R.S. 41-861 et. seq. Archaeological surveys and/or site mitigation must be conducted in accordance with the rules and regulations promulgated by the Director of the Arizona State Museum. In the event additional archaeological resources are detected by Grantee after receipt of archaeological clearance, all work shall cease and notification shall be given to the Director of the Arizona State Museum, as well as the Arizona State Land Department Cultural Resources Manager. Ground disturbing activities include,

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but are not limited to; blading, grading, or widening roads, pole replacement, pull-sites, temporary construction easements, or any other activity that will disturb the topsoil.

4.3 If, following receipt of Arizona State Land Department Cultural Resources Section approval to proceed, any additional archaeological, paleontological, or historical site or object, or Human remains or funerary object that is at least fifty years old is discovered during the course of ground disturbing activities, all work shall cease and the Grantee shall notify the Director of the Arizona State Museum pursuant to A.R.S. §41-844, and the Arizona State Land Department Cultural Resources Section Manager.

4.4 Prior to any ground disturbance, and at the request of Grantor, Grantee agrees to conduct and submit a plant inventory/plant salvage plan to the Grantor. Payment will be required prior to any ground disturbance for any flora cut, removed and/or destroyed.

4.5 If vegetation is authorized by Grantor to be removed and/or destroyed, and prior to any ground disturbance, Grantee agrees to file the appropriate Notice of Intent to Clear Land in accordance with A.R.S. § 3-905 Destruction of Native Plants by State.

4.6 Grantee shall preserve or relocate all protected plants, if viable and feasible, on or adjacent to the work site that will not interfere with the work required.

4.7 Grantee shall only remove protected plants when specifically authorized to do so and avoid damaging vegetation that will remain in place. If the Grantee or its contractors are authorized to remove any protected plants from State Trust land for replanting off of State Trust land, a permit from the Department of Agriculture is required.

4.8 Grantee shall contact the Arizona Department of Agriculture for further information or permit requirements related to native protected plants.

4.8.1 A survey may be required to determine if protected plants are present and if plants must be salvaged. Grantee shall contact the Arizona Department of Agriculture at least sixty (60) days before commencement of any salvage work.

4.9 Grantee shall minimize the removal of existing vegetation within the project area to the greatest extent possible.

4.10 Grantee shall salvage or replant cactus and other protected plants.

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4.11 Grantee is prohibited to blade, scrape or remove any existing vegetation without authorization from Grantor.

5. SERVICE / ACCESS ROADS

5.1 Grantee shall acquire any permits necessary prior to the construction and maintenance of its service roads. Grantee shall construct new service roads with widths as narrow as possible.

5.2 Material for service road construction and maintenance (i.e. fill dirt, sand and gravel, etc.) may not be acquired from State Trust lands without the proper permits and authorization.

5.3 Service roads shall be maintained in substantially the same condition as they exist at the time the Right of Way is issued except, if not drivable, they may be made drivable.

5.4 Grantee shall not fence nor gate the service roads without the prior written permission of the Grantor.

5.5 The service roads shall only be used by the Grantee in conjunction with said Right of Way grant and associated appurtenances.

5.6 Grantee shall avoid using service roads during wet weather or when too soft to travel over. The soil shall be deemed too wet to adequately support equipment if such equipment creates ruts in excess of six (6) inches deep.

5.7 Maintenance of the service roads may include dust control measures for the term of this Right of Way.

6. EXISTING LESSEES

6.1 Grantee shall keep all gates closed and ensure its contractors do the same. Grantor reserves the right to require cattle guards if Grantor determines gates are being left open or fencing has been removed or damaged by the Grantee, its employees or contractors.

6.2 Any grazing-related improvements removed or damaged due to construction, operation and maintenance of this Right of Way shall be replaced and/or reconstructed

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immediately. Cost of replacement and reconstruction shall be the responsibility of the Grantee.

6.3 Grantee shall provide Grantor with documentation of the surface lessee's consent prior to making any alterations to existing improvements.

6.4 If construction or maintenance occurs during periods of livestock grazing, Grantee will take necessary measures to insure livestock protection and containment.

6.4.1 Grantee agrees to notify Grazing Lessee(s) 30 days prior to beginning construction or maintenance and inquire as to the presence/absence of livestock.

7. MISCELLANEOUS

7.1 Grantor, or its successors or assigns, reserves the right, upon the request of Lessee / Certificate of Purchase Holder / Permittee to relocate all or any portion of this Right of Way, provided however that the Lessee / Certificate of Purchase Holder / Permittee of the underlying State Trust land shall bear the full cost and expense of the relocation of any facilities on the Subject Land and on neighboring land regardless of ownership necessary to accommodate the relocation of the Right of Way. Relocation shall require an amendment to the description of the Subject Land, and may require payment of additional rental to Grantor, but in no case a diminution in rental, if necessary to compensate for any greater value of the amended Subject Land.

7.2 Grantee shall not alter nor cause ponding, nor any damage up or down stream of any water crossing.

7.3 No altering of existing drainages or drainage structures is authorized under this instrument.

7.4 If any provision or agreement of this Right of Way is found invalid by any tribunal, such invalidity shall not affect the validity of the remaining provisions hereof.

7.5 The following provision shall be deemed added to the Right of Way to which these Additional Conditions are attached as if set forth therein verbatim:

“Any violation by Grantee of any of the terms of this Right of Way constitutes a breach. Upon a breach by Grantee which is not cured within sixty (60) days

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after the date a notice of breach is sent by certified mail to Grantee to the most recent address for Grantee as shown in the files of Grantor, this Right of Way shall become void and the right to use the Subject Land and all of the rights of Grantee hereunder shall revert to Grantor at the expiration of the aforesaid sixty (60) day period.”

7.6 Attached hereto as EXHIBIT Y is an insurance rider which shall supplement the terms and provisions governing insurance as set forth in the Right of Way form to which these Additional Conditions are attached. Grantor reserves the right to amend EXHIBIT Y as and when the Arizona Department of Administration requires revisions to the insurance requirements applicable to Arizona State Trust Land.

8. EXHIBITS

8.1 The following exhibits are attached to these Additional Conditions and made a part hereof:

<u>EXHIBIT Z</u>	Legal Description and/or Visual Depiction of Right of Way
<u>EXHIBIT X</u>	Use of Water on State Trust Lands
<u>EXHIBIT Y</u>	Insurance Rider

[Signature page following]

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**BY SIGNATURE BELOW, ALL TERMS ARE
AGREED TO AND ACCEPTED BY GRANTEE**

✓ By: Stephen G. Miller /

✓ Title: Chairman of the Board

✓ Date: _____

[Remainder of this page left blank intentionally]

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EXHIBIT Z - LEGAL DESCRIPTION AND/OR VISUAL DEPICTION OF RIGHT OF WAY

SECTION 36

A 50 FOOT WIDE STRIP OF LAND LOCATED IN SECTION 36, TOWNSHIP 01 SOUTH, RANGE 09 EAST OF THE GILA AND SALT RIVER MERIDIAN, PINAL COUNTY, ARIZONA. SAID STRIP LYING 25 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 36 MARKED BY A GLO BRASS CAP FROM WHICH A GLO BRASS CAP MARKING THE WEST QUARTER CORNER OF SAID SECTION 36 BEARS, NORTH 00 DEGREES 18 MINUTES 55 SECONDS WEST AT A DISTANCE OF 2641.38 FEET;

THENCE ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 36, NORTH 00 DEGREES 18 MINUTES 55 SECONDS WEST A DISTANCE OF 849.36 FEET;

THENCE LEAVING SAID WEST LINE, NORTH 89 DEGREES 23 MINUTES 43 SECONDS EAST A DISTANCE OF 1316.58 FEET TO THE INTERSECTION WITH THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 36 AND THE **POINT OF BEGINNING**;

THENCE NORTH 51 DEGREES 11 MINUTES 18 SECONDS EAST A DISTANCE OF 3793.64 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY THE RADIUS POINT OF WHICH BEARS SOUTH 41 DEGREES 50 MINUTES 46 SECONDS EAST AT A DISTANCE OF 980.78 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 36 DEGREES 34 MINUTES 52 SECONDS A DISTANCE OF 626.19 FEET TO THE **POINT OF TERMINUS**.

THE SIDE LINES OF SAID STRIP TO BE SHORTENED OR LENGTHEN TO START AT SAID EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 36 AND TERMINATE AT A PROLONGATION SOUTH OF THE WESTERLY MOST LINE OF A RIGHT OF WAY EASEMENT RECORDED FEE 2005-038657 IN THE OFFICE OF THE COUNTY RECORDER OF PINAL COUNTY, ARIZONA.

CONTAINING:

5.0733 ACRES OR 220,991 SQUARE FEET, MORE OR LESS.

SECTION 36

TOGETHER WITH:

A PARCEL OF LAND LOCATED IN SAID SECTION 36, TOWNSHIP 01 SOUTH, RANGE 09 EAST OF GILA AND SALT RIVER MERIDIAN, PINAL COUNTY, ARIZONA. SAID PARCEL MORE PARTICULARLY DESCRIBED AS FOLLOW:

BEGINNING AT PREVIOUSLY STATED POINT OF TERMINUS FROM WHICH THE SOUTHWEST CORNER OF SAID SECTION 36 BEARS, SOUTH 54 DEGREES 11 MINUTES 06 SECONDS WEST AT A DISTANCE OF 5958.95 FEET;

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EXHIBIT Z - LEGAL DESCRIPTION AND/OR VISUAL DEPICTION OF RIGHT OF WAY

THENCE SOUTH 05 DEGREES 15 MINUTES 54 SECONDS EAST A DISTANCE OF 25.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY THE RADIUS POINT OF WHICH BEARS NORTH 04 DEGREES 52 MINUTES 01 SECONDS WEST AT A DISTANCE OF 487.81 FEET;

THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15 DEGREES 01 MINUTES 07 SECONDS A DISTANCE OF 127.87 FEET TO INTERSECTION WITH A CURVE CONCAVE SOUTHERLY FROM WHICH POINT THE RADIUS POINT BEARS, SOUTH 02 DEGREES 42 MINUTES 35 SECONDS WEST AT A DISTANCE OF 954.93 FEET;

THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 07 DEGREES 37 MINUTES 01 SECONDS A DISTANCE OF 126.95 FEET TO **POINT OF BEGINNING**.

CONTAINING:

0.0486 ACRES OR 2,115 SQUARE FEET, MORE OR LESS.

SECTION 31

A 40 FOOT WIDE STRIP OF LAND LOCATED IN SECTION 31, TOWNSHIP 01 SOUTH, RANGE 10 EAST OF THE GILA AND SALT RIVER MERIDIAN, PINAL COUNTY, ARIZONA. SAID STRIP LYING 20 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 31 MARKED BY A GLO BRASS CAP FROM WHICH A GLO BRASS CAP MARKING THE NORTHEAST CORNER OF SAID SECTION 31 BEARS, NORTH 89 DEGREES 40 MINUTES 22 SECONDS EAST AT A DISTANCE OF 5419.20 FEET;

THENCE ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 31, SOUTH 00 DEGREES 16 MINUTES 44 SECONDS EAST A DISTANCE OF 2240.98 FEET;

THENCE LEAVING SAID WEST LINE, NORTH 89 DEGREES 41 MINUTES 02 SECONDS EAST A DISTANCE OF 230.89 FEET;

THENCE SOUTH 76 DEGREES 33 MINUTES 49 SECONDS EAST A DISTANCE OF 4100.38 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUING SOUTH 76 DEGREES 33 MINUTES 49 SECONDS EAST A DISTANCE OF 603.86 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY THE RADIUS POINT OF WHICH BEARS NORTH 12 DEGREES 42 MINUTES 17 SECONDS EAST AT A DISTANCE OF 4667.52 FEET;

THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 06 DEGREES 16 MINUTES 01 SECONDS A DISTANCE OF 510.52 FEET;

THENCE SOUTH 83 DEGREES 40 MINUTES 30 SECONDS EAST A DISTANCE OF 109.05 FEET TO THE INTERSECTION WITH THE EAST LINE OF SAID SECTION 31 AND THE **POINT OF TERMINUS**, FROM WHICH A GLO BRASS CAP MARKING THE SOUTHEAST CORNER OF SAID SECTION 31 BEARS SOUTH 00 DEGREES 09 MINUTES 39 SECONDS EAST AT A DISTANCE OF 2057.86 FEET.

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EXHIBIT Z - LEGAL DESCRIPTION AND/OR VISUAL DEPICTION OF RIGHT OF WAY

THE SIDE LINES OF SAID STRIP TO BE SHORTENED OR LENGTHEN TO START AT A LINE PERPENDICULAR TO SAID CENTERLINE AT THE DESCRIBED POINT OF BEGINNING AND TERMINATE AT THE EAST LINE OF SAID SECTION 31.

CONTAINING:

0.7901 ACRES OR 34,417 SQUARE FEET, MORE OR LESS.

SECTION 32

TOGETHER WITH:

A 40 FOOT WIDE STRIP OF LAND LOCATED IN SECTION 32, TOWNSHIP 01 SOUTH, RANGE 10 EAST OF THE GILA AND SALT RIVER MERIDIAN, PINAL COUNTY, ARIZONA. SAID STRIP LYING 20 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 32 MARKED BY A GLO BRASS CAP FROM WHICH A GLO BRASS CAP MARKING THE NORTHWEST CORNER OF SAID SECTION 32 BEARS, NORTH 00 DEGREES 09 MINUTES 39 SECONDS WEST AT A DISTANCE OF 5518.46 FEET;

THENCE ALONG THE WEST LINE OF THE OF SAID SECTION 32, NORTH 00 DEGREES 09 MINUTES 39 SECONDS WEST A DISTANCE OF 2057.86 FEET TO THE **POINT OF BEGINNING**;

THENCE SOUTH 83 DEGREES 40 MINUTES 30 SECONDS EAST A DISTANCE OF 696.07 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY THE RADIUS POINT OF WHICH BEARS SOUTH 10 DEGREES 01 MINUTES 21 SECONDS WEST AT A DISTANCE OF 747.31 FEET;

THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 24 DEGREES 21 MINUTES 38 SECONDS A DISTANCE OF 317.74 FEET;

THENCE SOUTH 52 DEGREES 16 MINUTES 46 SECONDS EAST A DISTANCE OF 2961.74 FEET TO THE INTERSECTION WITH THE SOUTHERLY LINE OF SAID SECTION 32 AND THE **POINT OF TERMINUS**, FROM WHICH A GLO BRASS CAP MARKING THE SOUTHEAST CORNER OF SAID SECTION 32 BEARS NORTH 89 DEGREES 08 MINUTES 16 SECONDS EAST AT A DISTANCE OF 1956.04 FEET.

THE SIDE LINES OF SAID STRIP TO BE SHORTENED OR LENGTHEN TO START AT WESTERLY LINE OF SAID SECTION 32 AND TERMINATE AT THE SOUTHERLY LINE OF SAID SECTION 32.

CONTAINING:

3.6504 ACRES OR 159,013 SQUARE FEET, MORE OR LESS.

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EXHIBIT Z - LEGAL DESCRIPTION AND/OR VISUAL DEPICTION OF RIGHT OF WAY

SECTION 05

TOGETHER WITH:

A 40 FOOT WIDE STRIP OF LAND LOCATED IN SECTION 05, TOWNSHIP 02 SOUTH, RANGE 10 EAST OF THE GILA AND SALT RIVER MERIDIAN, PINAL COUNTY, ARIZONA. SAID STRIP LYING 20 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 05 MARKED BY A GLO BRASS CAP FROM WHICH A GLO BRASS CAP MARKING THE EAST QUARTER CORNER OF SAID SECTION 05 BEARS, SOUTH 01 DEGREES 04 MINUTES 56 SECONDS EAST AT A DISTANCE OF 2667.49 FEET;

THENCE ALONG THE NORTH LINE OF THE OF SAID SECTION 05, SOUTH 89 DEGREES 08 MINUTES 16 SECONDS WEST A DISTANCE OF 1832.90 FEET TO THE **POINT OF BEGINNING**;

THENCE SOUTH 52 DEGREES 07 MINUTES 17 SECONDS EAST A DISTANCE OF 213.05 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY THE RADIUS POINT OF WHICH BEARS NORTH 37 DEGREES 52 MINUTES 43 SECONDS EAST AT A DISTANCE OF 1113.00 FEET;

THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17 DEGREES 23 MINUTES 33 SECONDS A DISTANCE OF 337.86 FEET;

THENCE SOUTH 69 DEGREES 40 MINUTES 57 SECONDS EAST A DISTANCE OF 1478.46 FEET TO THE INTERSECTION WITH EASTERLY LINE OF THE NORTHEAST QUARTER OF SAID SECTION 05 AND THE **POINT OF TERMINUS**, FROM WHICH A GLO BRASS CAP MARKING THE NORTHEAST CORNER OF SAID SECTION 05 BEARS NORTH 01 DEGREES 04 MINUTES 56 SECONDS WEST AT A DISTANCE OF 835.99 FEET.

THE SIDE LINES OF SAID STRIP TO BE SHORTENED OR LENGTHEN TO START AT NORTHERLY LINE OF SAID SECTION 05 AND TERMINATE AT THE EASTERLY LINE OF THE NORTHEAST QUARTER OF SAID SECTION 05.

CONTAINING:

1.8633 ACRES OR 81,164 SQUARE FEET, MORE OR LESS.

SECTION 04

TOGETHER WITH:

A 40 FOOT WIDE STRIP OF LAND LOCATED IN SECTION 04, TOWNSHIP 02 SOUTH, RANGE 10 EAST OF THE GILA AND SALT RIVER MERIDIAN, PINAL COUNTY, ARIZONA. SAID STRIP LYING 20 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 04 MARKED BY A GLO BRASS CAP FROM WHICH A GLO BRASS CAP MARKING THE WEST QUARTER CORNER OF SAID SECTION 04 BEARS, SOUTH 01 DEGREES 04 MINUTES 56 SECONDS EAST AT A DISTANCE OF 2667.49 FEET;

THENCE ALONG THE WESTERLY LINE OF THE OF SAID SECTION 04, SOUTH 01 DEGREES 04 MINUTES 56 SECONDS EAST A DISTANCE OF 835.99 FEET TO THE **POINT OF BEGINNING**;

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EXHIBIT Z - LEGAL DESCRIPTION AND/OR VISUAL DEPICTION OF RIGHT OF WAY

THENCE SOUTH 69 DEGREES 41 MINUTES 38 SECONDS EAST A DISTANCE OF 1496.31 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY THE RADIUS POINT OF WHICH BEARS NORTH 19 DEGREES 13 MINUTES 52 SECONDS EAST AT A DISTANCE OF 1893.13 FEET;

THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02 DEGREES 28 MINUTES 49 SECONDS A DISTANCE OF 81.96 FEET;

THENCE SOUTH 74 DEGREES 19 MINUTES 29 SECONDS EAST A DISTANCE OF 955.26 FEET;

THENCE SOUTH 74 DEGREES 01 MINUTES 53 SECONDS EAST A DISTANCE OF 205.34 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY THE RADIUS POINT OF WHICH BEARS SOUTH 15 DEGREES 58 MINUTES 07 SECONDS WEST AT A DISTANCE OF 399.98 FEET;

THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11 DEGREES 54 MINUTES 25 SECONDS A DISTANCE OF 83.12 FEET TO THE INTERSECTION WITH THE NORTH-SOUTH MID-SECTION LINE OF SAID SECTION 04 AND THE **POINT OF TERMINUS**, FROM WHICH A GLO BRASS CAP MARKING THE NORTH QUARTER CORNER OF SAID SECTION 04 BEARS NORTH 01 DEGREES 05 MINUTES 26 SECONDS WEST AT A DISTANCE OF 1761.70 FEET.

THE SIDE LINES OF SAID STRIP TO BE SHORTENED OR LENGTHEN TO START AT WESTERLY LINE OF SAID SECTION 04 AND TERMINATE AT THE NORTH-SOUTH MID-SECTION LINE OF SAID SECTION 04.

CONTAINING:

2.5914 ACRES OR 112,881 SQUARE FEET, MORE OR LESS.



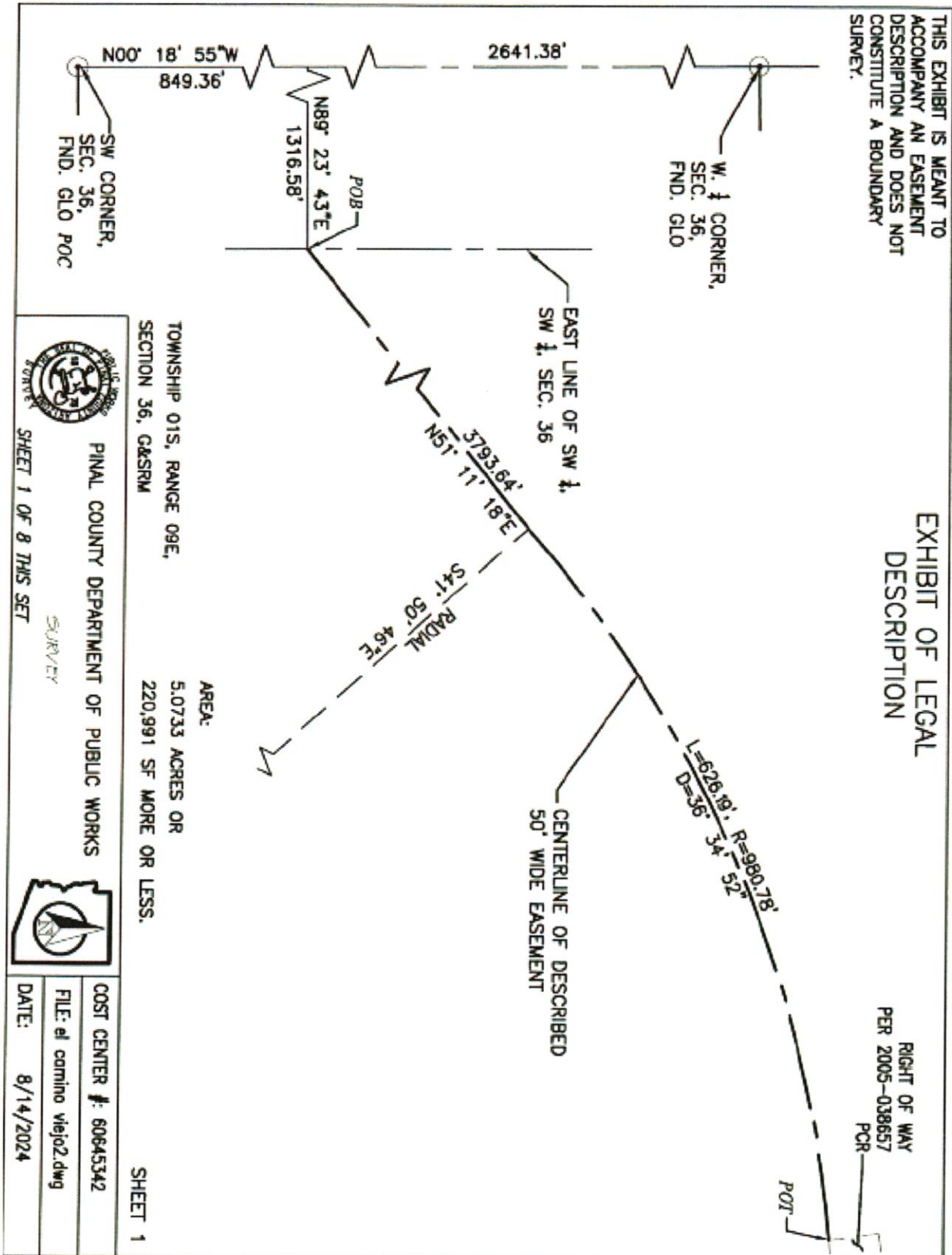
Exp. 3/31/2027

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EXHIBIT Z - LEGAL DESCRIPTION AND/OR VISUAL DEPICTION OF RIGHT OF WAY



AMENDMENT – ADDITIONAL CONDITIONS

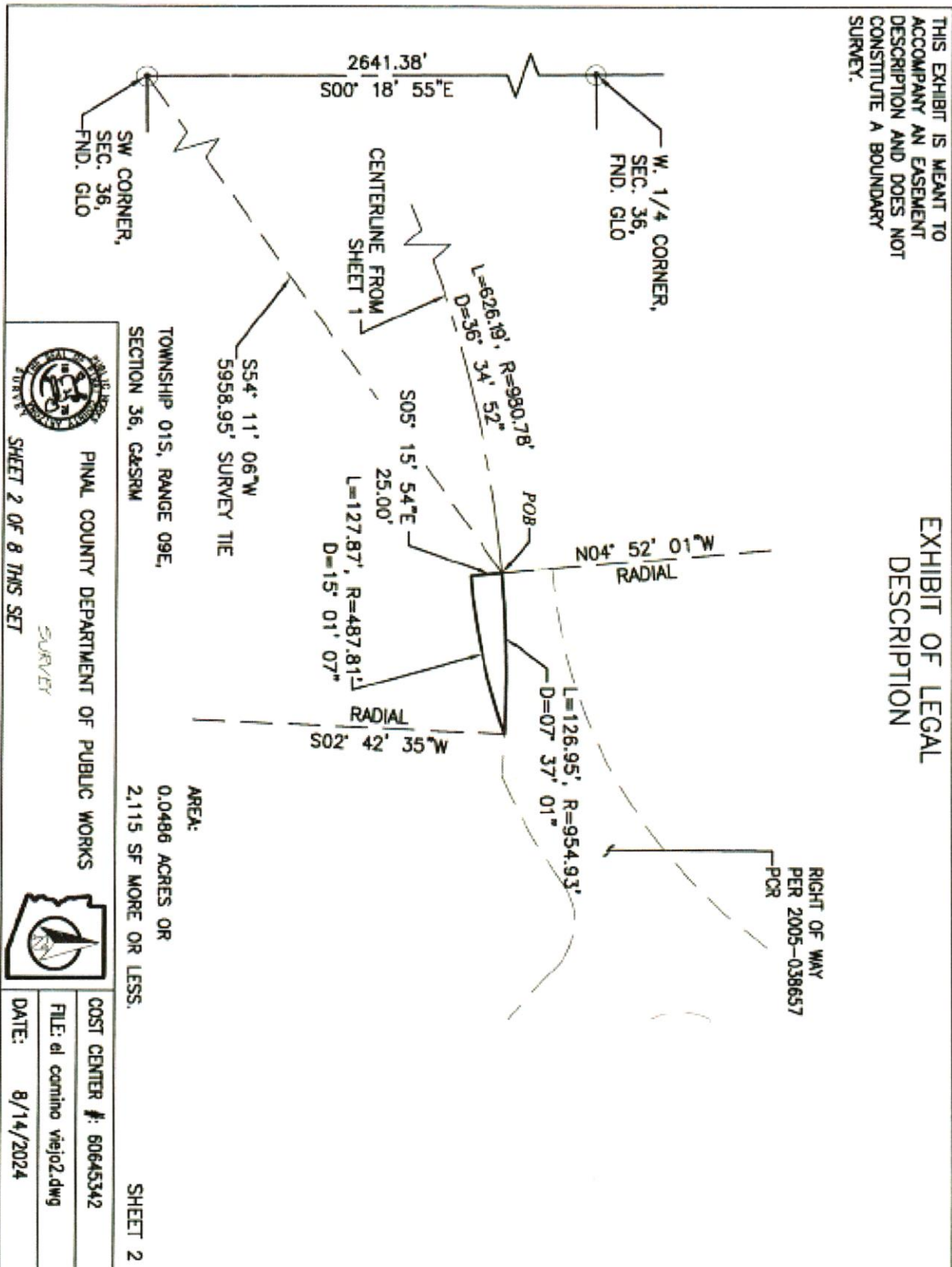
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EXHIBIT Z - LEGAL DESCRIPTION AND/OR VISUAL DEPICTION OF RIGHT OF WAY

THIS EXHIBIT IS MEANT TO ACCOMPANY AN EASEMENT DESCRIPTION AND DOES NOT CONSTITUTE A BOUNDARY SURVEY.

EXHIBIT OF LEGAL DESCRIPTION

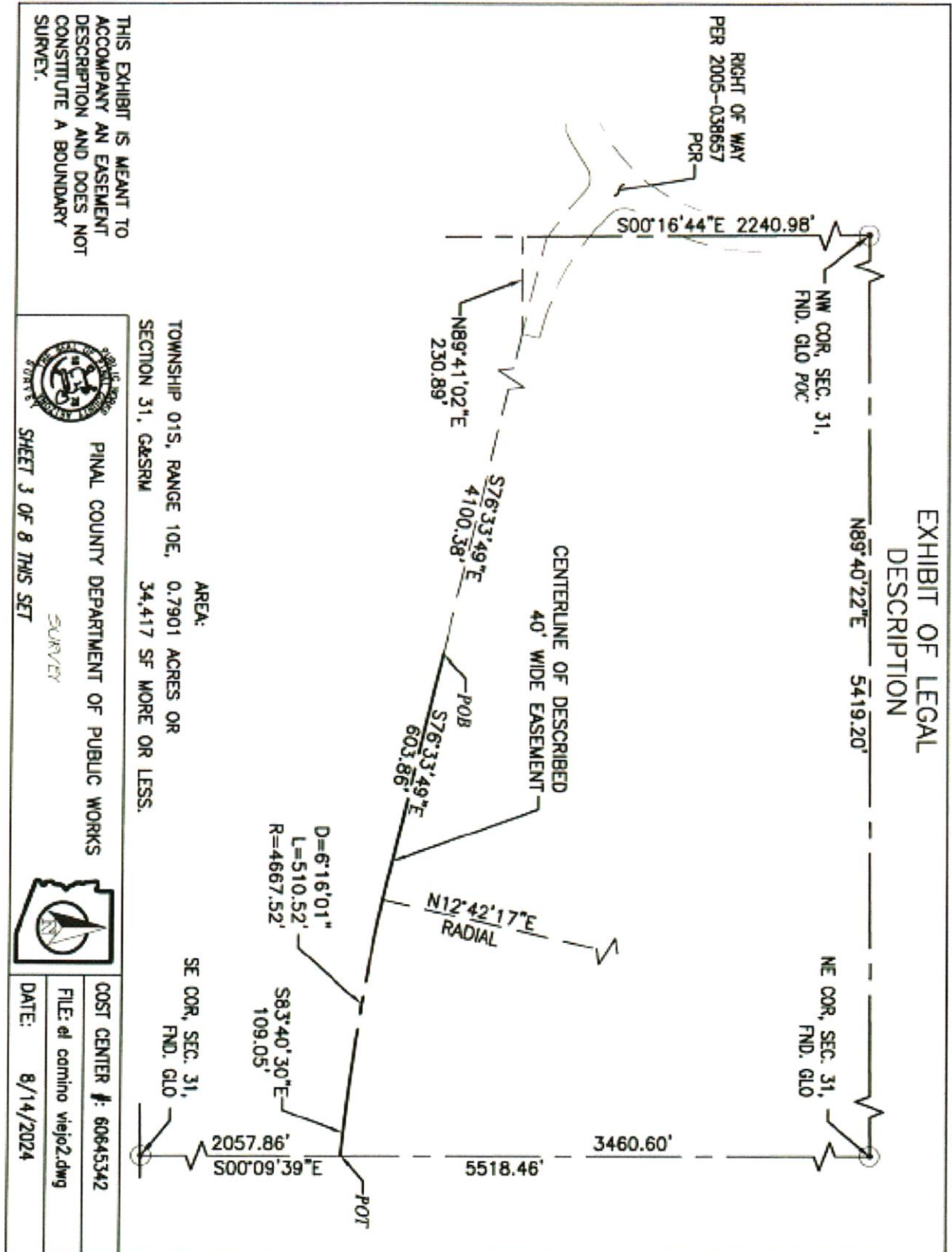


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EXHIBIT Z - LEGAL DESCRIPTION AND/OR VISUAL DEPICTION OF RIGHT OF WAY

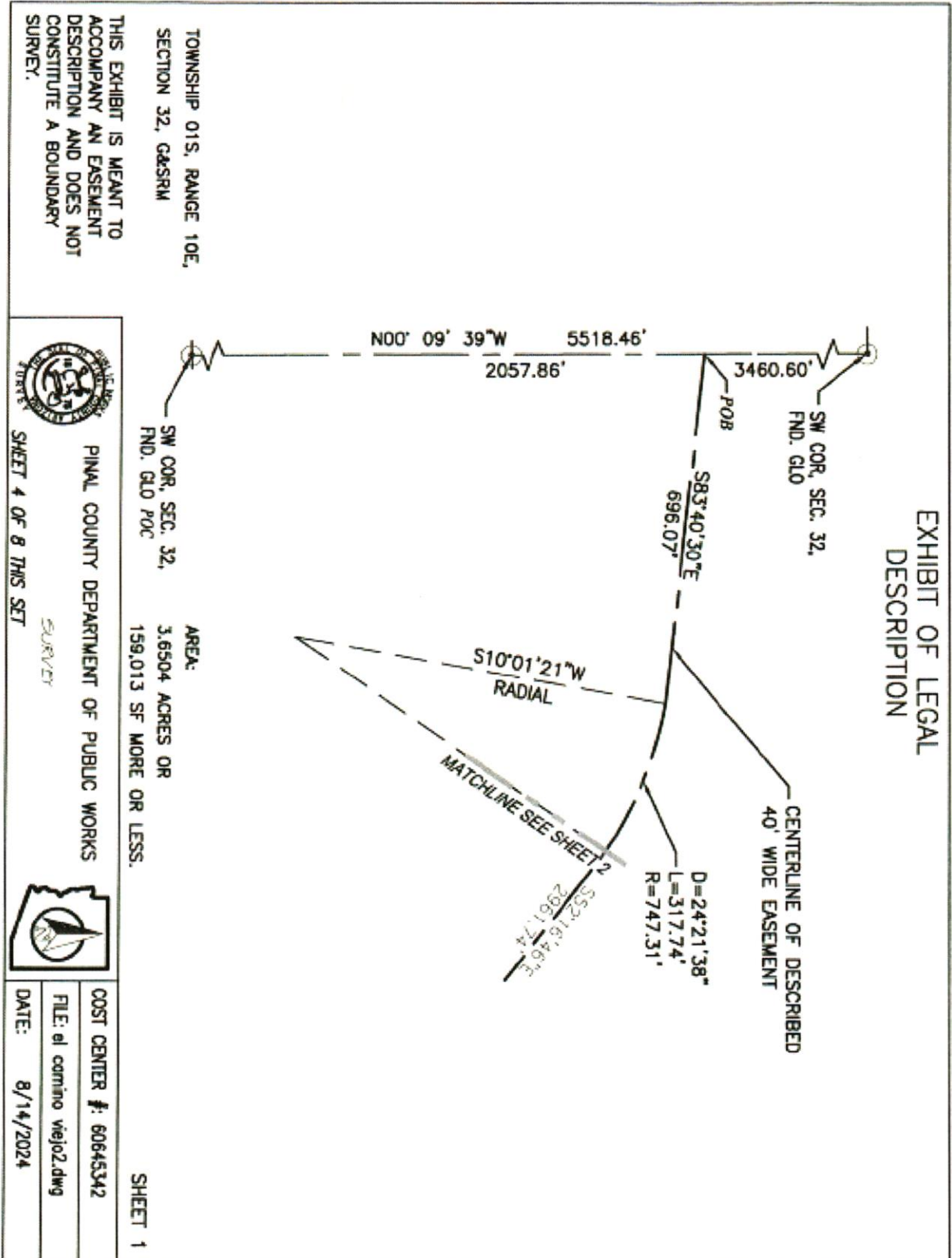


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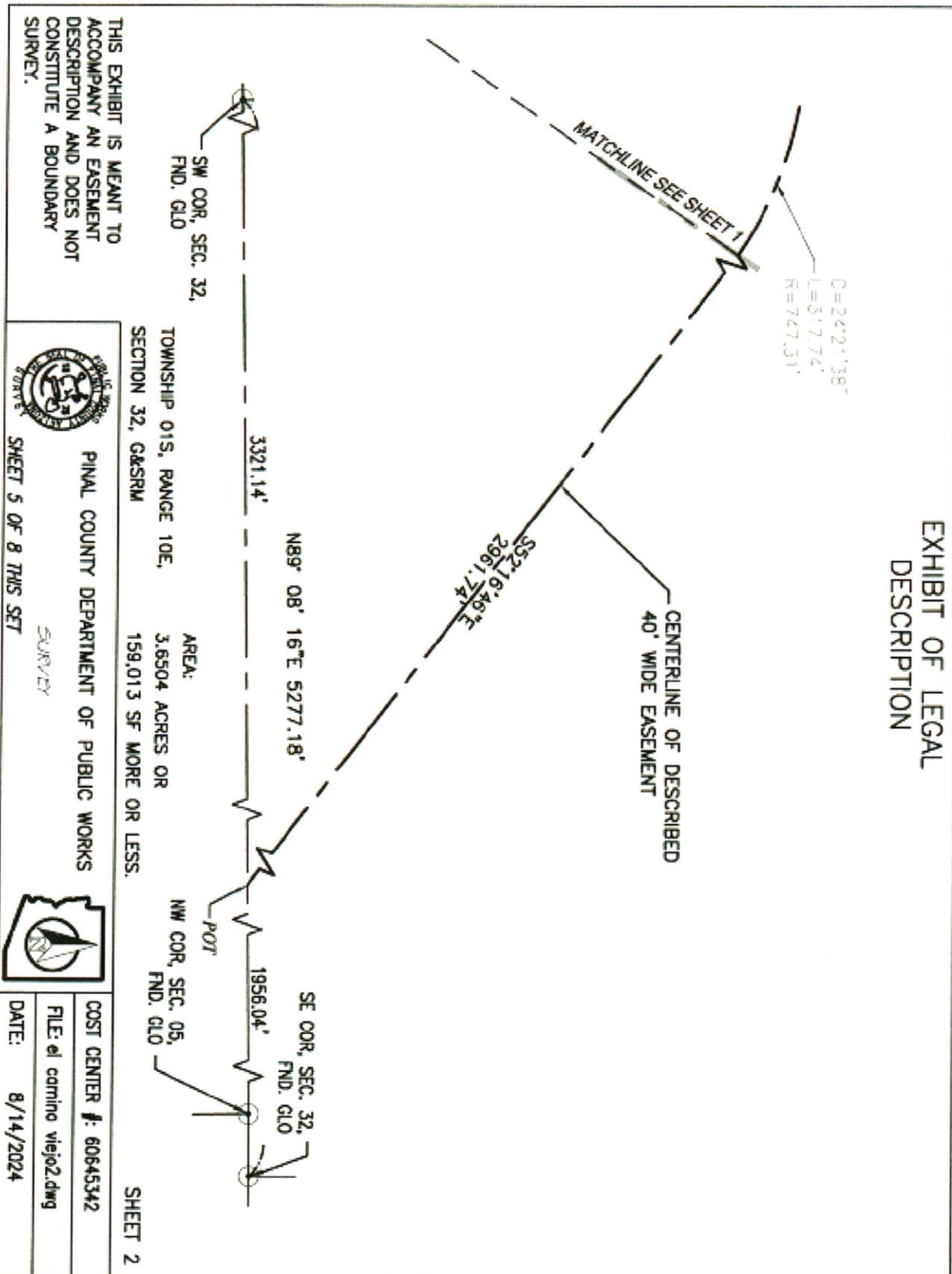
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EXHIBIT Z - LEGAL DESCRIPTION AND/OR VISUAL DEPICTION OF RIGHT OF WAY



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EXHIBIT OF LEGAL
DESCRIPTION

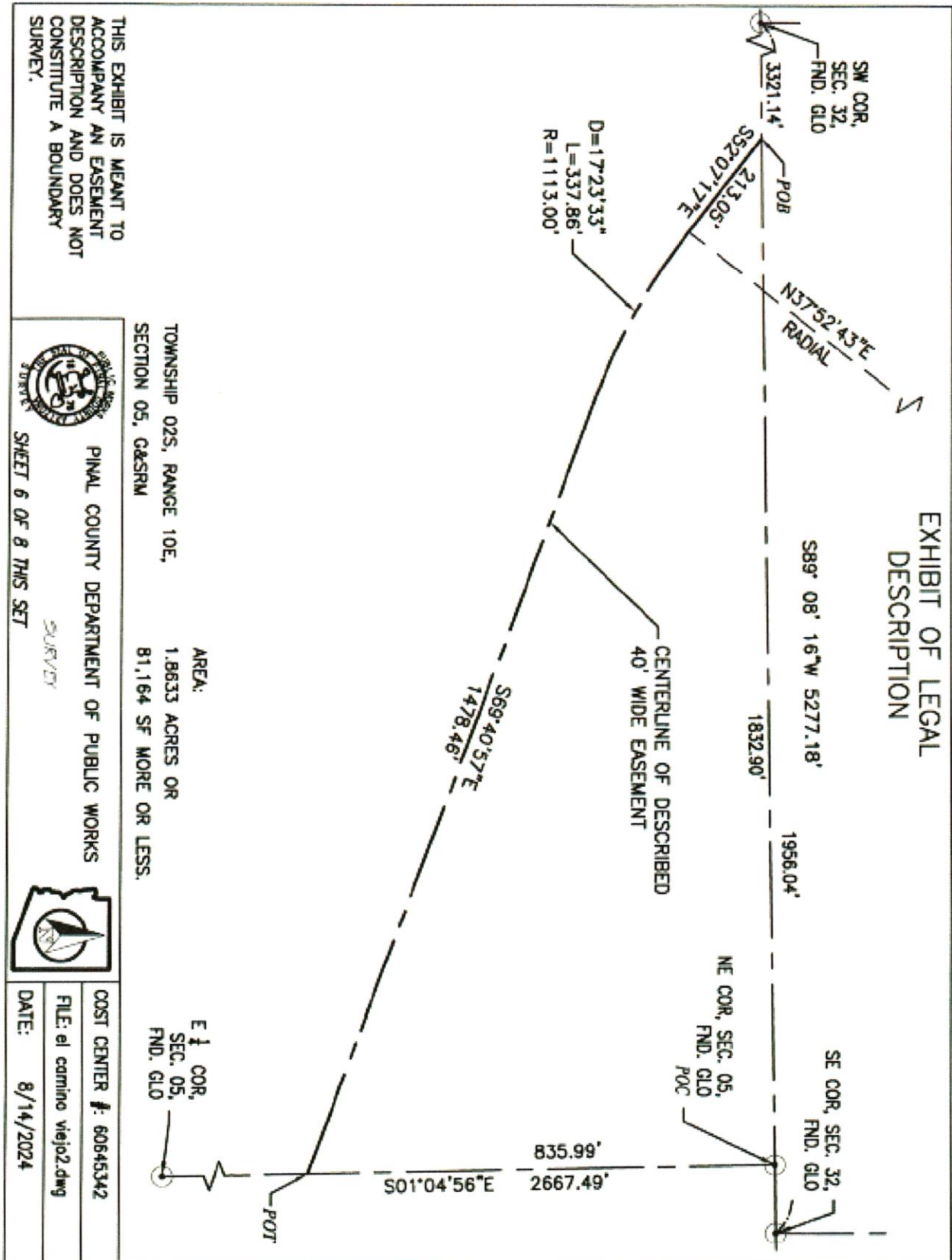


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EXHIBIT Z - LEGAL DESCRIPTION AND/OR VISUAL DEPICTION OF RIGHT OF WAY

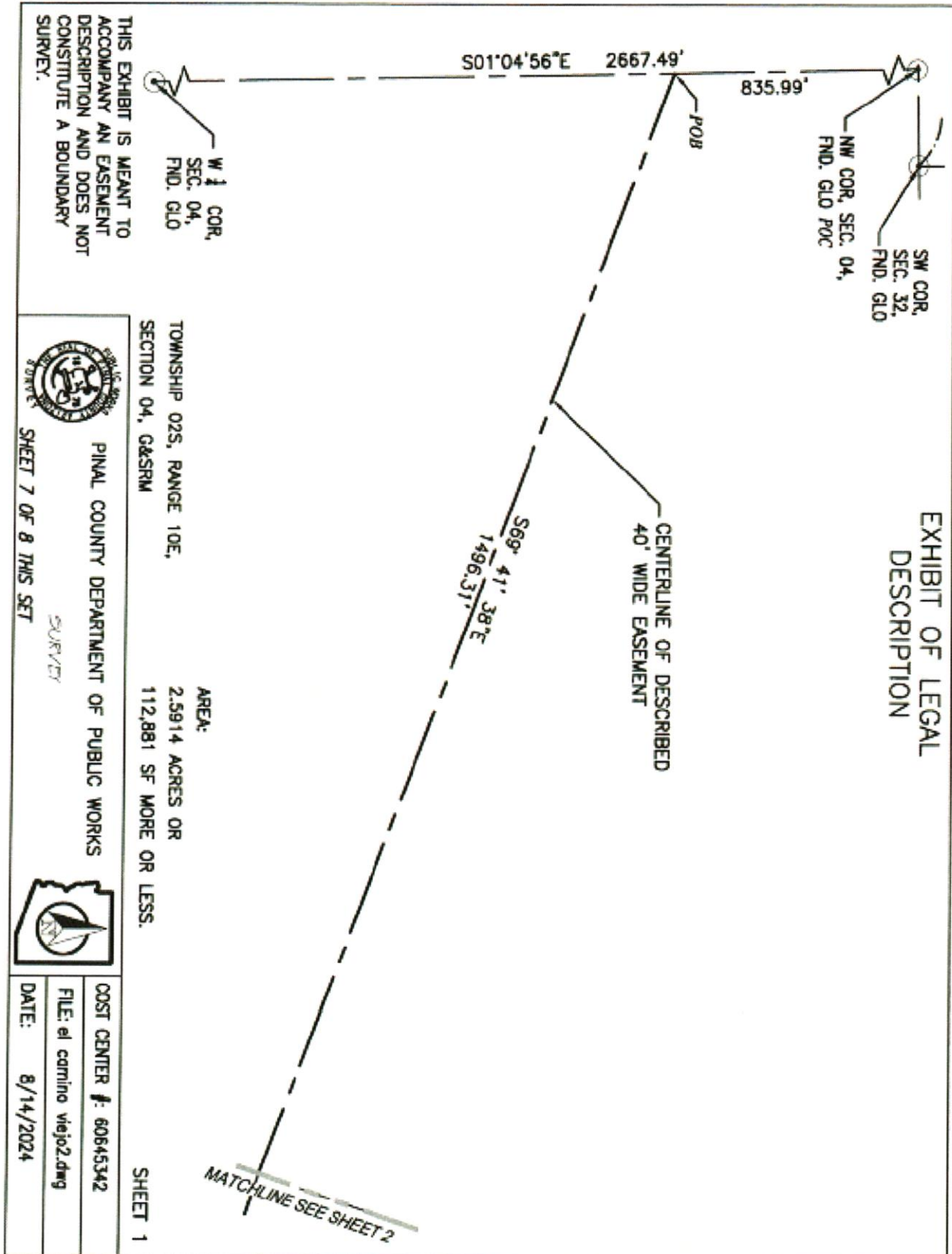


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EXHIBIT Z - LEGAL DESCRIPTION AND/OR VISUAL DEPICTION OF RIGHT OF WAY

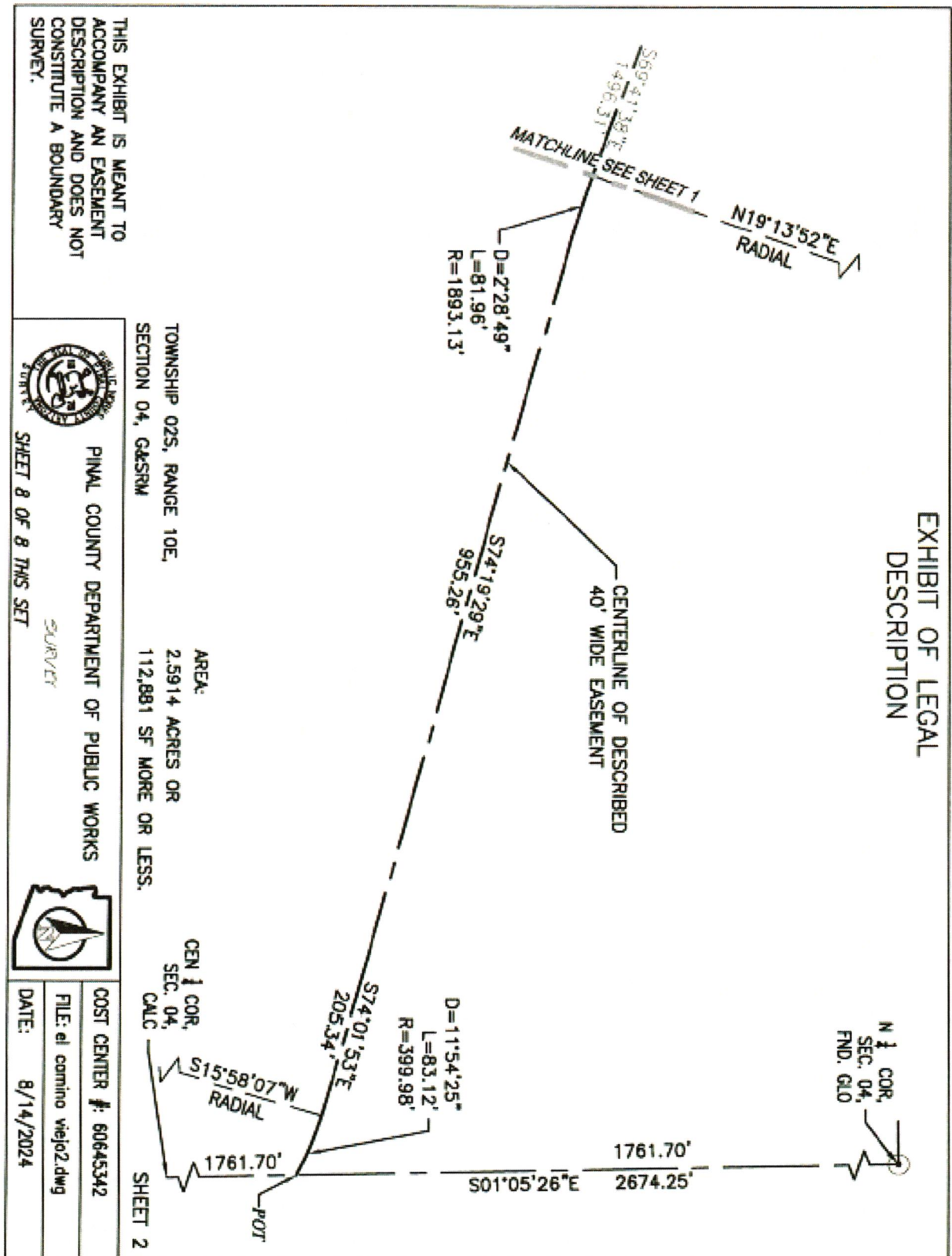


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EXHIBIT Z - LEGAL DESCRIPTION AND/OR VISUAL DEPICTION OF RIGHT OF WAY



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EXHIBIT X – USE OF WATER ON STATE TRUST LAND

1. **No Water Rights Conferred:** This Right of Way Grant does not confer upon the Grantee or its assignees, any expressed or implied rights to the use or removal of surface or groundwater from the Subject Land. Any use or removal of water from the Subject Land shall be made only pursuant to an independent written agreement with the Grantor. If the Grantee is granted such approval through an independent written agreement to develop any surface or groundwater on the Subject Land, Grantee shall not acquire any rights with respect to the surface or groundwater, except the right to use such water in accordance with applicable law, on the Subject Land, during the term of this Right of Way Grant. Any application for and establishment by the Grantee of any surface or groundwater rights shall be in the name of “State of Arizona, State Land Department” and shall attach to and become appurtenant to the Subject Land.

2. **Drilling of Wells:** Drilling of well(s) is permitted with prior written permission from Grantor. If drilling a well is desired, Grantee must first file an Application to Place Improvement with Grantor. If the Application to Place Improvement is approved by Grantor, Grantee must then file a “Notice of Intent to Drill” application with the Arizona Department of Water Resources (“ADWR”). If the Notice of Intent to Drill application is approved by ADWR and Grantee proceeds with the drilling of the approved well, all construction must be done in a workmanlike manner and to the specifications provided to Grantor by Grantee in its Application to Place Improvement. If the well is within an Active Management Area (“AMA”), Grantee must have a groundwater right or permit to pump groundwater legally, unless the person is withdrawing groundwater from an "exempt" well.

3. **Well Abandonment:** Prior to the Grantee vacating the Subject Land, Grantee agrees to contact the Department to determine whether the pumping equipment must be removed and whether the well(s) are required to be abandoned or capped. If requested by the Department, the Grantee may be required to conduct, at Grantee’s expense, groundwater quality analyses.

4. **Metering / Annual Reporting:** Grantee agrees to meter any well(s) on the Subject Land, to record water use monthly, and to report annually to the Department the amount of water pumped unless otherwise directed by the Department.

5. **Payment:** Grantee shall pay an assessment to the Department, assessed each year for the amount of groundwater pumped in the conduct of the Grantee’s business. This assessment is based on reported annual water use, and the appraised value of water per acre-

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foot. This rate is subject to annual reappraisal. Additionally, when applicable, the Grantee agrees to pay an annual fee for the use of any State-owned Type 2 Non-Irrigation Grandfathered groundwater rights.

6. **Annual Report:** ADWR requires an annual report of groundwater pumped from non-exempt well(s) within both AMA's and Irrigation Non-Expansion Areas. If applicable, Grantee shall submit to ADWR the Annual Water Withdrawal and Use Report and associated fees within the time frame specified by ADWR.

7. **Water Use Not Beneficial to Right of Way Grant:** If Grantee desires to move groundwater off the Subject Land or use groundwater for purpose(s) different from those stated in this Right of Way Grant, Grantee shall file an application with Grantor for a public auction water sale. Movement of groundwater from the Subject Land prior to a public auction is prohibited and may result in immediate suspension of this Right of Way Grant, Right of Way Grant termination, or reimbursement to the Trust.

8. **Guarantee of Availability or Quality:** Grantor, by issuing this Right of Way Grant, makes no guarantee with respect to groundwater availability or groundwater quality.

9. **Grantor's Access:** Grantee shall provide the Grantor's personnel reasonable access to well(s) on the Subject Land.

10. **Grantor Notification:** Grantee shall promptly notify Grantor in writing (in any case no later than thirty (30) days after such filing) of any filings made by the Grantee with any governmental agency or court concerning the establishment or adjudication of any claim to a water right relating to the Subject Land. Upon request of the Grantor, Grantee shall furnish copies of any document filed with the agency or court.

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EXHIBIT Y

INSURANCE RIDER TO STATE LAND DEPARTMENT

This Rider is attached to and made a part of the above-referenced Right of Way as if set forth therein verbatim.

R-1 Indemnity. Each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnatee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnatee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

In addition, Grantee shall cause its contractor(s) and subcontractors, if any, to indemnify, defend, save and hold harmless the State of Arizona, any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and their respective directors, officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Grantee's contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

R-2 Insurance Requirements for Any Contractors Used by a Party to this Right of Way. *(Note: this applies only to Contractors used by a governmental entity, not to the governmental entity itself.)* The insurance requirements herein are minimum requirements and in no way limit the indemnity covenants contained in this Right of Way. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the governmental entity or Contractor from liabilities that might arise out of the performance of the work under this Right of Way by the Contractor, his agents, representatives, employees or subcontractors, and Contractor and the governmental entity are free to purchase additional insurance.

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A. Minimum Scope and Limits of Insurance. Contractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability - Occurrence Form.

Policy shall include bodily injury, property damage, personal and advertising injury and broad form contractual liability.

General Aggregate:	\$2,000,000.00
Products-Completed Operations Aggregate:	\$1,000,000.00
Personal and Advertising Injury:	\$1,000,000.00
Each Occurrence:	\$1,000,000.00
Damage to Rented Premises:	\$ 100,000.00

The policy shall be endorsed to include the following additional insured language: "The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor." Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Right of Way.

Policy shall contain a waiver of subrogation endorsement in favor of the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. Business Automobile Liability. Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Right of Way.

- Combined Single Limit (CSL)\$1,000,000

a. The policy shall be endorsed to include the following additional insured language: "The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor". Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Right of Way.

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b. Policy shall contain a waiver of subrogation endorsement in favor of the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

c. Policy shall contain a severability of interest provision.

IF GRANTEE HAS CERTIFIED IN THE APPLICATION ADDENDUM FOR THIS RIGHT OF WAY THAT GRANTEE WILL NOT BE ENGAGED IN THE CONDUCT OF BUSINESS WITHIN THE SUBJECT LAND GRANTEE SHALL NOT BE REQUIRED TO CARRY THE FOREGOING BUSINESS AUTOMOBILE LIABILITY INSURANCE.

3. Worker's Compensation and Employers' Liability.

Workers' Compensation	Statutory
Employers' Liability	
Each Accident.....	\$1,000,000
Disease – Each Employee	\$1,000,000
Disease – Policy Limit.....	\$1,000,000

a. Policy shall contain a waiver of subrogation endorsement in favor of the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. § 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

GRANTEE HAS CERTIFIED IN THE APPLICATION ADDENDUM FOR THIS RIGHT OF WAY THAT GRANTEE WILL NOT BE ENGAGED IN THE CONDUCT OF BUSINESS WITHIN THE SUBJECT LAND GRANTEE SHALL NOT BE REQUIRED TO CARRY THE FOREGOING WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE.

B. Additional Insurance Requirements. The policies are to contain, or be endorsed to contain, the following provisions:

1. The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary insurance and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S § 41-621 (E).

2. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of

AMENDMENT – ADDITIONAL CONDITIONS

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the insurer's liability. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of its Contract with the other governmental entity(ies) party to this Right of Way.

C. **Notice of Cancellation.** With the exception of (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this Right of Way in the insurance policies above shall require (30) days written notice to the State of Arizona. Such notice shall be sent directly to the Arizona State Land Department, 1110 W. Washington Ave., Phoenix, Arizona 85007, and shall be sent by certified mail, return receipt requested.

D. **Acceptability of Insurers.** Contractors insurance shall be placed with companies duly licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII or duly authorized to transact Workers' Compensation insurance in the State of Arizona. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **Verification of Coverage.** Contractors and Subcontractors shall furnish Grantee with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Right of Way. The certificates for each insurance policy are to be signed by an authorized representative.

All certificates and endorsements are to be received and approved by Grantee before work commences. Each insurance policy required by this Right of Way must be in effect at or prior to commencement of work under this Right of Way and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Right of Way, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Right of Way shall be sent directly to Grantee. The Right of Way number and project description are to be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Right of Way at any time.

F. **Subcontractors.** Grantee shall ensure and verify that all Contractors and Subcontractors have collectable insurance as evidenced by the certificates of insurance and endorsements for each Contractor and Subcontractor. If Grantee's Contractors or Subcontractors do not have or cannot obtain the required insurance coverages, Grantee's endorsements or certificates of insurance shall include all of its Contractors and Subcontractors as insured under its policies. All coverage for Contractors and Subcontractors shall be subject to the applicable insurance requirements identified in this

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Article. Grantor reserves the right to require, at any time, proof from the Grantee that its Contractors and Subcontractors have the required coverage.

G. Approval. Any modification or variation from the insurance requirements in this Right of Way must have prior approval from the State of Arizona Department of Administration, Risk Management Division, whose decision shall be final. Such action will not require a formal Right of Way amendment, but may be made by administrative action.

H. Exceptions. In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university then none of the above shall apply.

APPENDIX A

STATE OF ARIZONA LAND DEPARTMENT
1110 W. WASHINGTON ST.
PHOENIX, AZ 85007

RUN DATE/TIME:
1/13/2025 12:01 PM

KE-LEASE: 016-105992-00-100
APPTYPE: Amendment
TOTAL ACRES: 16.816

TRS	County	Fund	Legal	AUS	Acres
1.0S-10.0E-31	11	31	M&B THRU LOT 2 NESE	0.0	1.590
1.0S-10.0E-32	11	30	M&B THRU LOTS 2 3 N2SW	0.0	3.650
1.0S-9.0E-36	11	30	M&B THRU NE E2SW NWSE	0.0	7.122
2.0S-10.0E-4	11	31	M&B THRU LOT 4 S2NW	0.0	2.591
2.0S-10.0E-5	11	31	M&B THRU LOTS 1 2	0.0	1.863

Total Acres: 16.816