WHEN RECORDED, RETURN TO:

Town of Queen Creek
Attn: Town Clerk
22358 S. Ellsworth Road
Queen Creek, Arizona 85142

SECOND AMENDMENT TO DEVELOPMENT AGREEMENT AND INTERGOVERNMENTAL AGREEMENT

THIS SECOND AMENDMENT TO DEVELOPMENT AGREEMENT AND INTERGOVERNMENTAL AGREEMENT (this "**Second Amendment**") is dated effective as of February 19, 2025 (the "**Second Amendment Effective Date**"), by, between and among

PINAL COUNTY, ARIZONA, a political subdivision of the State of Arizona ("**County**"),

TOWN OF QUEEN CREEK, ARIZONA, an Arizona municipal corporation ("**Town**"), and

LG ENERGY SOLUTION ARIZONA, INC., a Delaware corporation, successor (by conversion) to ES AMERICA, LLC, a Delaware limited liability company ("**Employer**").

County, Town and Employer are sometimes referred to in this Second Amendment collectively as the "**Parties**," or each individually as a "**Party**."

The State of Arizona ("**State**"), acting through its State Land Department ("**ASLD**"), is not a Party, but has consented to the recording of this Second Amendment in the Official Records (as defined below) in respect of the interest of Employer (and not the interest of the State) in and to the Site (as defined below) and the COP Property (as defined below) and agrees to be bound by the provisions of Section 14 of the 2022 Development Agreement (as defined below) as amended by the First Amendment to Development Agreement and this Second Amendment to Development Agreement, together with all terms to which the State is deemed to be a third party beneficiary as the context requires in order for the State to realize the benefits intended to be conferred by Section 14 of the 2022 Development Agreement, including the State's enforcement of the applicable provisions of the 2022 Development Agreement.

RECITALS

1. Recitals. As background to this Second Amendment, the Parties recite, state and acknowledge the following, each of which is a material term that is included within, and is made a part of, this Second Amendment.

A. County, Town and Employer executed and delivered a "Development Agreement and Intergovernmental Agreement" dated as of April 19, 2022, and recorded in the Official Records of the Pinal County Recorder ("**Official Records**") on April 19, 2022, as Fee Number 2022-046997 (the "**2022 Development Agreement**"). ASLD executed a consent to the 2022 Development Agreement.

B. County, Town and Employer executed and delivered a "First Amendment to Development Agreement and Intergovernmental Agreement" dated as of October 18, 2023, and recorded in the Official Records on October 26, 2023, as Fee Number 2023-079075 (the "**First Amendment**"). The 2022 Development Agreement, as amended by the First Amendment, will mean and may be referred to in this Second Amendment, as the "**Development Agreement**."

C. The real property that is the subject of the Development Agreement is the approximate 300-acre parcel referred to in the Development Agreement as the "**Site**" and legally described in Exhibit A to the Development Agreement. The Site is owned in fee by Employer.

D. The Site is part of a larger approximate 650-acre parcel described in the Development Agreement as the "**Land**." Although Owner does not own the balance of the Land (that is, the approximate 350 acres not constituting the Site), Employer now has the right (subject to certain terms and conditions in its agreements with ASLD [to which neither Town nor County is a party]), including timely annual payments of interest by Employer to ASLD), to acquire the remaining approximate 350 acres of the Land pursuant to Certificate of Purchase No. 53-122513 (the "**COP Property**") on or before April 19, 2027. The COP Property is legally described in Exhibit A to this Second Amendment. For the avoidance of doubt, the Parties agree and acknowledge that any reference in this Second Amendment to the Land shall mean and include both the Site (owned in fee by Employer) and the COP Property (owned by State, but subject to rights in favor of Employer).

E. The Town agreed to construct certain Infrastructure Improvements (as defined in the 2022 Development Agreement). The Infrastructure Improvements that Town agreed in the Development Agreement to complete as part of its Capital Improvement Program included (1) not only roadway and water/wastewater improvements located on the Site (which rights-of-way Employer agreed to convey to Town as Dedication Parcels (as defined in the Development Agreement) upon Employer's acquisition of the Site from ASLD; but additionally (2) roadway and water/wastewater improvements on portions of the COP Property (which, as required by Section 4.5 of the 2022 Development Agreement, Employer agreed to provide to Town as Additional Rights of Way [as defined in the 2022 Development Agreement]), all of which rights-of-way must be held by Town on the Site and the COP Property in order for Town to complete the Infrastructure Improvements.

F. The Schedule of Completion of Infrastructure Improvements is Exhibit E to the 2022 Development Agreement (as revised and amended by the First Amendment). The Schedule of Infrastructure Improvements is Exhibit F to the 2022 Development Agreement (as revised and amended by the First Amendment).

G. In order to adapt to existing built conditions on land adjacent to Germann Road, in anticipation of new construction along the Germann Road corridor, and based on the

findings of a traffic impact analysis prepared subsequent to the 2022 Development Agreement and the First Amendment, Town and County have elected in their discretion to expand and reconfigure such improvements to Germann Road beyond the improvements contemplated in the 2022 Development Agreement. Accordingly, Town and County entered into an "Intergovernmental Agreement Between Pinal County and the Town of Queen Creek to Define Responsibilities for the Design and Construction of Germann Road from Ironwood Road to Kenworthy Road" dated February 7, 2024, and recorded in the Official Records on February 27, 2024, at Fee No. 2024-013657 (the "**Germann IGA**"). Pursuant to the Germann IGA, Town has agreed to cause the design and construction of such expanded Germann Road improvements; and County and Town have agreed to fund the costs associated with such design and construction, all as more fully set forth in the Germann IGA.

H. In addition to the subsequent agreement of County and Town to support expanded construction of public infrastructure as described in the Germann IGA (and which is in addition to any requirements of County and Town as agreed in the Development Agreement), and further in recognition of anticipated delays in development in the COP Property and adjacent areas, rapidly increasing costs of construction materials, unstable supply chains and uncertain political circumstances, the Parties have reassessed the Schedule of Completion of Infrastructure Improvements and now agree to the changes, revisions, modifications and amendments to the Development Agreement described in this Second Agreement.

I. ASLD, in consideration of the construction of expanded improvements in the Germann Road corridor on the COP Property (as more fully set forth in this Second Amendment), which will enhance the value of the COP Property as well as other property owned by ASLD in the vicinity of the Land, has agreed to consent to an extension of the Schedule of Completion of Infrastructure Improvements, as represented in its consent to this Second Amendment.

J. Employer, Town, County and ASLD executed that Letter Agreement dated May 14, 2024, relating to the Development Agreement. Paragraph 2 of such Letter Agreement is superseded and replaced by this Second Amendment and is no longer in force and effect, and the balance of such Letter Agreement remains in full force and effect

2. Agreements. In consideration of the mutual covenants and agreements contained in this Second Amendment, Employer, County and Town agree as follows:

A. Schedule of Completion of Infrastructure Improvements.

(1) Deferred Public Infrastructure. Town will complete the Infrastructure Improvements in accordance with Exhibit E to the Development Agreement (as revised and amended by the First Amendment), except as to the following (collectively, the "**Deferred Public Infrastructure**"):

(a) Street Improvements on Kenworthy Road and Water and Wastewater Improvements within the southern 1/3 mile of Kenworthy Road (from Germann Road to Pecos Road);

(b) Street Improvements on Pecos Road appurtenant to the northern boundary of the COP Property; and

(c) Street Improvements and Water and Wastewater Improvements on Germann Road from Ironwood Road to Kenworthy Road appurtenant to the southern border of the Site and the COP Property.

(2) Completion of Deferred Public Infrastructure. Subject to Force Majeure and the timely performance by Employer of its obligations under this Second Amendment including, without limitation, granting or dedicating, as applicable, the required rights-of-way (including construction access) on the Land, the completion date for the Deferred Public Infrastructure will be April 19, 2030 (the "**Outside Date**").

(3) Earlier Completion of Deferred Public Infrastructure. In the event that Employer commences (or permits the commencement of) the development and construction of additional improvements on the southern portion of the Site commonly known as "Lot 3" and legally described on Exhibit B to this Second Amendment ("**Lot 3**"), and subject to the conditions precedent of (A) the timely performance by Employer of its obligations under this Second Amendment including, without limitation, granting or dedicating, as applicable, the required rights-of-way (including construction access) on the Land, and (B) the agreement of the Parties as memorialized in an executed development agreement and intergovernmental agreement (or a further amendment of the Development Agreement) respecting the development of Lot 3 (a "**Lot 3 Agreement**"), Town will adjust the Outside Date for the completion of the Deferred Public Infrastructure to be as set forth in the Lot 3 Agreement.

B. Matters Pertaining to Germann Road.

(1) The Parties have approved the general alignment and reconfiguration of Germann Road and associated utilities contemplated in the Germann IGA, including the relocation and construction of existing above and below ground utility facilities, generally in accordance with Exhibit C to this Second Amendment (the "**Approved Germann Alignment**"). Town and County, following the execution of this Second Amendment by the Parties (and ASLD's consent), will proceed diligently to cause the completion of, and Employer will then promptly and reasonably approve, final plans and specifications for the Approved Germann Alignment that are consistent with the Approved Germann Alignment ("**Final Plan Set**"). Following approval of the Final Plan Set, Town will not make any modifications (other than de minimis) to the Final Plan Set or the Approved Germann Alignment without Employer's prior consent, not to be unreasonably withheld.

(2) Town and County agree to perform their respective obligations under the Germann IGA to construct the improvements associated with the Approved Germann Alignment, as and when required by the terms of the Germann IGA, and in compliance with this Second Amendment. Subject to Force Majeure and timely compliance by Employer of its obligations described in this Second Amendment, Town will use commercially reasonable efforts to complete the construction of all such improvements no later than the Outside Date. Town will reasonably cooperate with Employer, and assist Employer, in providing for temporary access (including granting Employer such approvals as are needed for Employer's ongoing access and

utilization of the existing Germann Road prior to the expansion of Germann Road, as reasonably required by Employer) to the Site as needed until such improvements are complete.

(3) As soon as practicable following the full execution of this Second Amendment and approval of the Final Plan Set, and in a manner that permits Town to complete the construction of all improvements associated with the Germann Road Alignment on or before the Outside Date, Employer will dedicate to Town in fee simple the additional required rights of way and Employer will grant easements for private utilities as depicted in the Final Plan Set for Germann Road to the extent such rights of way and easements are located on the Site (including all such rights of way described in Subsection (B)(4) and Subsection (B)(5) to this Second Amendment). Such rights of way will abut upon (without gaps or gores) the entire length of the existing right of way for Germann Road. The Parties agree and acknowledge that Town has no obligation to complete any improvements associated with the Germann Road Alignment in the absence of the timely dedication and grants of the rights of way and easements described in the preceding two sentences. Upon completion of the improvements associated with the Approved Germann Alignment, (i) Employer will maintain (or cause others to maintain) that area depicted as "Owner Responsibility" on the map attached as Exhibit D to this Second Amendment, and (ii) each of Town and County will maintain the respective areas marked as "Town Maintenance Responsibility" and "Pinal County Maintenance Responsibility", as applicable, on the map attached as Exhibit D to this Second Amendment, pursuant to the terms of the Germann IGA.

(4) As soon as practicable following the full execution of this Second Amendment and approval of the Final Plan Set, and in a manner that permits Town to complete the construction of all improvements associated with the Germann Road Alignment on or before the Outside Date, Employer will reasonably and collaboratively work with Town and County, to obtain from ASLD at Employer's sole cost and expense all required rights of way and public utility easements ("**Public ROWs**") at appraised value as required by applicable law, on ASLD's standard right-of-way form, for public access and public utilities for the Approved Germann Alignment, to the extent the same are located on the COP Property. Such rights of way will abut upon (without gaps or gores) the entire length of the existing right of way for Germann Road, and will be in locations reasonably approved by Employer and Town. Upon completion of the improvements associated with the Approved Germann Alignment, each of Town and County will maintain the respective areas marked as "Town Maintenance Responsibility" and "Pinal County Maintenance Responsibility", as applicable, on the map attached as Exhibit D to this Second Amendment, pursuant to the terms of the Germann IGA (provided that upon development of the land abutting the area of Town Maintenance Responsibility, Town may require its successor as owner of such developed land to maintain the area immediately adjacent to the developed land, in accordance with Town's standard requirements). The Parties acknowledge that Employer (or its predecessor) holds Certificate of Purchase No. 53-122513 issued by ASLD, granting Employer (or its successor) the right to acquire the COP Property upon which such rights of way will be located. Employer will pay to ASLD the appraised value and ASLD's costs associated with the acquisition of the Public ROWs. County will reimburse Employer for such costs within thirty (30) days after County's receipt of an invoice for the actual costs paid by Employer. If Employer elects, in its sole discretion, to acquire fee title to the COP Property, Employer will dedicate to Town in fee simple the Public ROWs that are located on the COP Property, at no additional cost to the Town or County.

(5) As soon as practicable following the full execution of this Second Amendment, and in a manner that permits Town to complete the construction of all improvements associated with the Germann Road Alignment on or before the Outside Date (subject to Force Majeure), Employer will grant, at no cost to Town or County, to the applicable electric utility provider the required easements on the Land as required for relocation of the electric utility facilities as necessitated by the Approved Germann Alignment, and as reasonably approved by Employer. Further, Employer will reasonably and collaboratively work with Town and County to facilitate the purchase by Employer from ASLD any such rights of way at appraised value as required by applicable law, to the extent the same are located on the COP Property, and in locations reasonably approved by Employer. County will be responsible to pay to ASLD the appraised value and ASLD's costs of such rights of way. Such payment may be made in the form of direct payment to ASLD, or reimbursement to the utility provider or Employer if the utility provider or Employer makes such payment to ASLD. Any payments to Employer will be made within thirty (30) days after County's receipt of an invoice from Employer for payments or reimbursement.

3. No Modification; Inconsistencies. Except as otherwise expressly modified in this Second Amendment, the terms and conditions of the Development Agreement shall remain in full force and effect.

4. Counterparts. This Second Amendment may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement.

5. Signatures. The Parties have executed and delivered this Second Amendment to be effective as of the Second Amendment Effective Date.

[Signatures of the Parties appear on following three (3) pages]

SIGNATURE PAGE TO
SECOND AMENDMENT TO DEVELOPMENT AGREEMENT AND
INTERGOVERNMENTAL AGREEMENT

COUNTY

PINAL COUNTY, ARIZONA, a political subdivision of the State of Arizona

By: _____
Its: _____

ATTEST:

By: _____
County Clerk

APPROVED AS TO FORM:

By: _____
County Attorney

STATE OF ARIZONA)
) ss.
COUNTY OF PINAL)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by _____ the _____ of Pinal County, Arizona, a subdivision of the State of Arizona, who acknowledged that he/she signed the foregoing instrument on behalf of Pinal County.

_____
Notary Public

My commission expires:

_____

SIGNATURE PAGE TO
SECOND AMENDMENT TO DEVELOPMENT AGREEMENT AND INTERGOVERNMENTAL AGREEMENT

TOWN

TOWN OF QUEEN CREEK, ARIZONA, an Arizona municipal corporation

By: _____
Its: Town Manager

ATTEST:

By: _____
Deputy Town Clerk

APPROVED AS TO FORM:

By: _____
Town Attorney

STATE OF ARIZONA)
) ss.
COUNTY OF Maricopa)

The foregoing instrument was acknowledged before me this 13 day of February, 2025, by Bruce Gardner the Town Manager of the Town of Queen Creek, Arizona, an Arizona municipal corporation, who acknowledged that he/she signed the foregoing instrument on behalf of Town.

_____
Notary Public

My commission expires:

Nov. 30, 2027

VICTORIA ROEDIG
Notary Public - State of Arizona
PINAL COUNTY
Commission # 661690
Expires November 30, 2027

SIGNATURE PAGE TO
SECOND AMENDMENT TO DEVELOPMENT AGREEMENT AND
INTERGOVERNMENTAL AGREEMENT

EMPLOYER

LG ENERGY SOLUTION ARIZONA, INC., a Delaware corporation, successor (by conversion) to ES AMERICA, LLC, a Delaware limited liability company

By: _____
Name: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by _____, the _____ of LG ENERGY SOLUTION ARIZONA, INC., a Delaware corporation, successor (by conversion) to ES AMERICA, LLC, a Delaware limited liability company, who acknowledged that he signed the foregoing instrument on behalf of Employer.

_____
Notary Public

My commission expires:

_____

ACKNOWLEDGEMENT AND AGREEMENT OF THE STATE OF ARIZONA TO SECOND AMENDMENT TO DEVELOPMENT AGREEMENT AND INTERGOVERNMENTAL AGREEMENT

Reference is made to the foregoing Second Amendment to Development Agreement and Intergovernmental Agreement, dated February __, 2025 (the "**Second Amendment to Development Agreement**"), by and among Town, County, Employer and the State in its capacity as Trustee of the State Land Trust and third-party beneficiary, to which this Acknowledgement & Agreement is attached ("**Acknowledgement**"). Without undertaking or assuming any obligation thereunder, the State hereby acknowledges and consents to the recordation of the Second Amendment to Development Agreement in the official records of Pinal County, Arizona, in respect of the interest of Employer (and not the interest of the State) in and to the Site and the COP Property and agrees to be bound by the provisions of Section 14 of the Development Agreement as amended by the First Amendment to Development Agreement and this Second Amendment to Development Agreement, together with all terms to which the State is deemed to be a third party beneficiary as the context requires in order for the State to realize the benefits intended to be conferred by Section 14, including the State's enforcement of the applicable provisions thereof. The State hereby confirms and agrees with Recital J of this Second Amendment to Development Agreement.

DECLARANT:

STATE OF ARIZONA

By_____
James W. Perry
Deputy State Land Commissioner

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by James W. Perry, the Deputy State Land Commissioner of the Arizona State Land Department, on behalf of the State of Arizona.

WITNESS my hand and official seal.

_____
Notary Public

My commission expires:

_____

List of Exhibits
to Second Amendment to Development Agreement and Intergovernmental Agreement

Exhibit A: Legal Description of COP Property

Exhibit B: Legal Description of Lot 3

Exhibit C: Approved Germann Alignment

Exhibit D: Map Depicting Maintenance Responsibility for Approved Germann Alignment

Exhibit A

Legal Description of COP Property

Section 5, Township 2 South, Range 8 East, of the Gila and Salt River Meridian, Pinal County, Arizona, but excluding therefrom the following property (which property is that land conveyed in that Patent from The State of Arizona to ES America, LLC, a Delaware limited liability company dated May 2, 2022, and recorded in the Official Records on May 16, 2022, as Fee Number 2022-057973):

THE WEST HALF OF SECTION 5, TOWNSHIP 2 SOUTH, RANGE 8 EAST AND THE WEST 85.00 FEET OF THE EAST HALF OF SECTION 5, TOWNSHIP 2 SOUTH, RANGE 8 EAST OF THE GILA & SALT RIVER MERIDIAN, PINAL COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION;

THENCE NORTH 89°49'08" EAST, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 5, A DISTANCE OF 2642.22 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION;

THENCE DEPARTING SAID NORTH LINE OF THE NORTHWEST QUARTER, NORTH 89°48'43" EAST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION, A DISTANCE OF 85.00 FEET;

THENCE DEPARTING SAID NORTH LINE OF THE NORTHEAST QUARTER, SOUTH 00°20'15" EAST, ALONG A PARALLEL LINE AND 85.00 FEET EAST OF THE NORTH-SOUTH MID-SECTION LINE, A DISTANCE OF 5,358.20 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION;

THENCE DEPARTING SAID PARALLEL LINE, SOUTH 89°33'07" WEST, ALONG SAID SOUTH LINE OF THE SOUTHEAST QUARTER, A DISTANCE OF 85.00 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION;

THENCE DEPARTING SAID SOUTH LINE OF THE SOUTHEAST QUARTER, SOUTH 89°33'44" WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 5, A DISTANCE OF 2643.82 FEET TO THE SOUTHWEST CORNER OF SAID SECTION;

THENCE DEPARTING SAID SOUTH LINE OF THE SOUTHWEST QUARTER, NORTH 00°26'59" WEST, ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 2642.23 TO THE WEST QUARTER CORNER OF SAID SECTION;

THENCE DEPARTING SAID WEST LINE OF THE SOUTHWEST QUARTER, NORTH 00°11'42" WEST, ALONG THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 2728.21 FEET TO THE **POINT OF BEGINNING**.

Exhibit B

Legal Description of Lot 3

A PORTION OF SECTION 5, TOWNSHIP 2 SOUTH, RANGE 8 EAST OF THE GILA & SALT RIVER MERIDIAN, PINAL COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION;

THENCE NORTH 00°26'59" WEST, ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 1,681.87 FEET;

THENCE DEPARTING SAID WEST LINE OF THE SOUTHWEST QUARTER, NORTH 89°49'08" EAST, A DISTANCE OF 2,732.12 FEET, TO A POINT ON A LINE 85.00 FEET EAST AND PARALLEL TO THE NORTH-SOUTH MID-SECTION LINE OF SAID SECTION;

THENCE SOUTH 00°20'15" EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 1,669.62 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION;

THENCE DEPARTING SAID PARALLEL LINE SOUTH 89°33'07" WEST, ALONG SAID SOUTH LINE OF THE SOUTHEAST QUARTER, A DISTANCE OF 85.00 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION;

THENCE DEPARTING SAID SOUTH LINE OF THE SOUTHEAST QUARTER, SOUTH 89°33'44" WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION, A DISTANCE OF 2,643.82 FEET TO THE SOUTHWEST CORNER OF SAID SECTION BEING THE POINT OF BEGINNING.

BEING SHOWN AS LOT 3 OF MINOR LAND DIVISION FOR PROJECT ALPHA ACCORDING TO THE MINOR LAND DIVISION OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF PINAL COUNTY, ARIZONA RECORDED AS FEE NO. 2024-015025.

Exhibit C

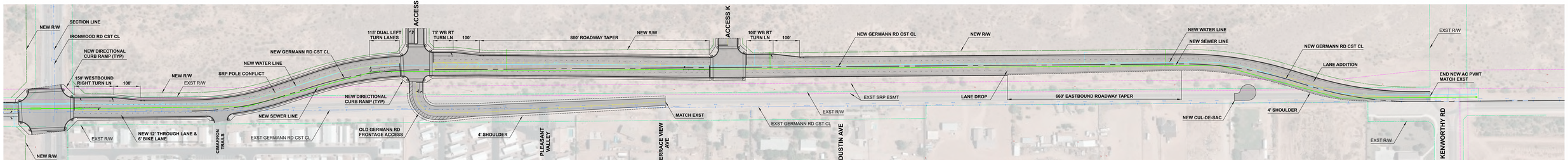
Approved Germann Alignment

[depiction on following page]

Exhibit D

Map Depicting Maintenance Responsibility for Approved Germann Alignment

[depiction on following page]

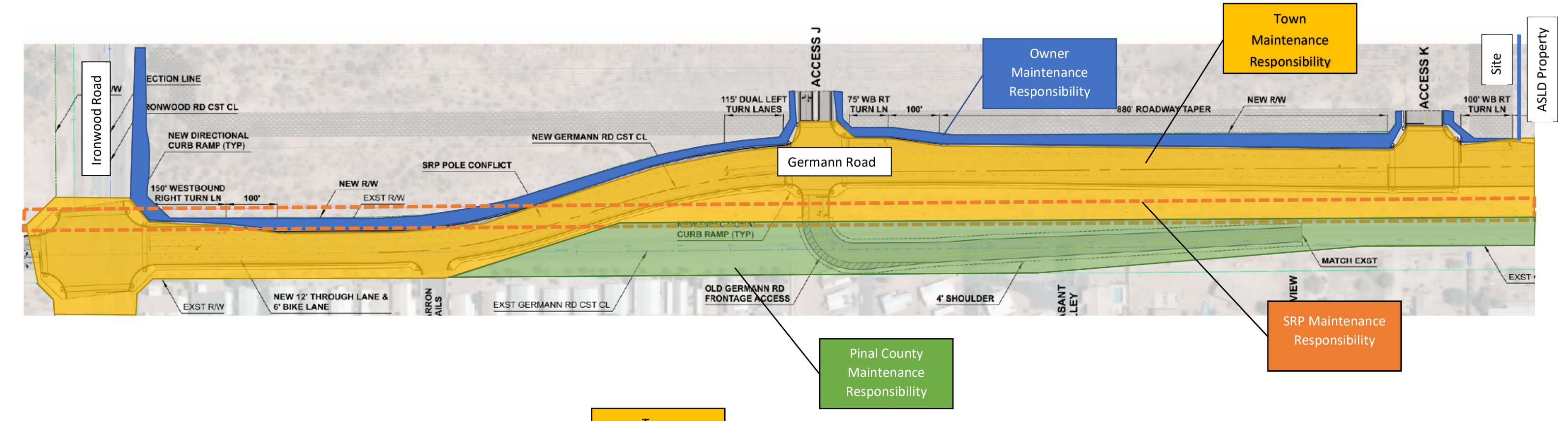


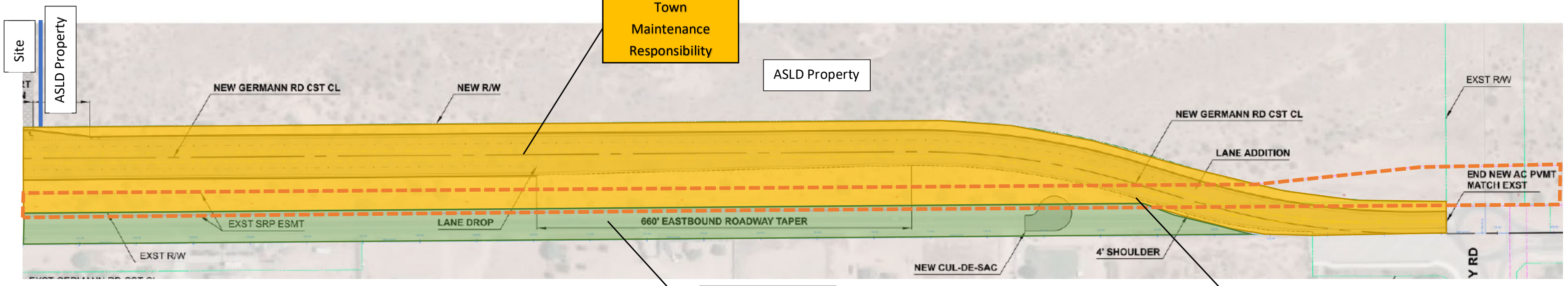
Stanley Consultants INC.

PINAL COUNTY

SCALE: 1" = 40'

TOWN OF QUEEN CREEK - CIP PROJECT NO. A2025
GERMANN ROAD IMPROVEMENTS - PREFERRED ALTERNATIVE EXHIBIT
IRONWOOD ROAD TO KENWORTHY ROAD
APRIL 16, 2024





Areas of maintenance responsibilities depicted on the above maps are approximate.

Owner is responsible for landscape installation and maintenance from the back of curb toward the Site adjacent to Germann Road and Ironwood Road.

Owner's maintenance responsibility is only on the Site. This obligation does not extend east of the Site.

The Town is responsible for maintenance of the new Germann Road including curb & gutter, pavement, sidewalks and sidewalk ramps.

Pinal County is responsible for maintenance of the existing Germann Road and the new connection to the existing roadway.

The Town and Pinal County may agree to adjust their maintenance responsibility between their identified areas as needed. No input from Owner or SRP is required to adjust those maintenance responsibilities.

The ultimate maintenance responsibility for the SRP easement area will be determined after final design, pursuant to separate agreement.