

ORDINANCE NO. 2557 NEW SERIES

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE FOLLOWING UNDERGROUND POWER DISTRIBUTION EASEMENTS IN FAVOR OF SALT RIVER PROJECT: (1) SOUTHWEST CORNER OF 43<sup>RD</sup> AND OLIVE AVENUES; (2) SOUTH SIDE OF NORTHERN AT 43<sup>RD</sup> AVENUES; (3) SOUTH SIDE OF BETHANY HOME ROAD AT 43<sup>RD</sup> AVENUE; AND (4) NORTHEAST CORNER OF 83<sup>RD</sup> AVENUE AND BETHANY HOME ROAD; AND ORDERING THAT A CERTIFIED COPY OF THIS ORDINANCE BE RECORDED.

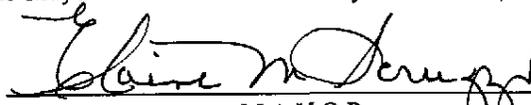
BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That the City Council hereby approves the underground power distribution easements and all the terms and conditions thereto and directs that the City Manager for the City of Glendale execute said documents granting Salt River Project easements upon, across, over and under the surface of certain property located within existing City property, in the form attached hereto as Exhibit A. The legal descriptions are contained in the Easement.

SECTION 2. That the City hereby reserves the right to use the easement premises in any manner that will not prevent or interfere with the exercise by Salt River Project of the rights granted hereunder; provided, however, that the City shall not obstruct, or permit to be obstructed, the easement premises at any time whatsoever without the express prior written consent of Salt River Project.

SECTION 3. That the City Clerk be instructed and authorized to forward a certified copy of this ordinance for recording to the Maricopa County Recorder's Office.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this 13<sup>th</sup> day of March, 2007.

  
MAYOR

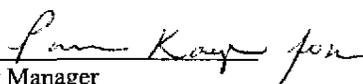
ATTEST:

  
City Clerk (SEAL)

APPROVED AS TO FORM:

  
City Attorney

REVIEWED BY:

  
City Manager

**WHEN RECORDED MAIL TO:**

**SALT RIVER PROJECT**  
Land Department/PAB350  
P. O. Box 52025  
Phoenix, Arizona 85072-2025

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**POWER DISTRIBUTION EASEMENT**

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Maricopa County  
43<sup>rd</sup> Ave and Bethany Home Rd

R/W # 1026B Agt. MNT  
Job # KJ2-5369  
W MT C MT

**CITY OF GLENDALE,  
A Municipal Corporation,**

hereinafter called Grantor, for and in consideration of the sum of One Dollar, and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant and convey to **SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT**, an agricultural improvement district organized and existing under the laws of the State of Arizona, its agents, employees, contractors and permittees and its and their respective successors and assigns, hereinafter called the Grantee, a non-exclusive easement in, upon, over, under, across, through and along the lands hereinafter described (such lands hereinafter described being sometimes referred to herein as the "Easement Parcel") to construct, install, reconstruct, replace, remove, repair, operate and maintain underground electrical conductors, conduits, pipes, cables, vaults, pads, switching equipment, enclosures, manholes and transformers and all other appliances, appurtenances and fixtures (collectively "Facilities") for the transmission and distribution of electricity and for all other purposes connected therewith at such locations and elevations, in, upon, over, under, across, through and along the Easement Parcel as Grantee may now or hereafter deem convenient or necessary from time to time, together with the right of ingress and egress to, from, across and along the Grantor's Property.

The lands in, upon, over, under, across, through and along which this easement is granted are situated in the County of Maricopa, State of Arizona, and are more particularly described as:

**Grantor's Property:**

A portion of the Northeast quarter of Section 16, Township 2 North, Range 2 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

**Easement Parcel:**

Said easement being described and depicted on Exhibit "A", prepared by URS, dated December 20, 2006, attached hereto and by this reference made a part hereof.

**CAUTION:** Facilities placed within the Easement Parcel 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 40-360.21, et. seq., Arizona Blue Stake Law, prior to any excavation.

Grantor shall maintain a clear area that extends 3.00 feet from and around all edges of all transformer pads and other equipment pads, and a clear operational area that extends 12.00 feet immediately in front of all transformer and other equipment openings. No obstruction, trees, shrubs, fixtures or permanent structures shall be placed within said areas.

Grantor shall not construct, install or place, or permit to be constructed, installed or placed any building or other structure, plant any trees, drill any well, store materials of any kind, or alter ground level by cut or fill, within the area of the Easement Parcel.

Grantee shall have the right (but not the obligation) to trim, cut and clear away trees, brush or other vegetation on, the Easement Parcel whenever in its judgment the same shall be necessary for the convenient and safe exercise of the rights herein granted.

In the event Grantee records a document to formally abandon the easement granted herein, all Grantee's rights hereunder shall cease, except the right to remove any and all property placed upon the Easement Parcel within a reasonable time subsequent to such abandonment.

The covenants and agreements herein set forth shall extend and inure in favor and to the benefit of and shall be binding on the heirs, administrators, executors, personal representatives, legal representatives, successors (including successors in ownership and estate), assigns and lessees of the Grantor and Grantee.

Glendale shall indemnify, defend and hold harmless SRP, the members of its governing bodies, its officers, and its employees for, from and against any lawsuit (including attorneys' fees), losses, damages, or expenses incurred by SRP arising out of or related to: (i) any claim by Glendale or a third party that SRP does not possess each and every right described in this easement; or (ii) any subsequent relocation of the electric Facilities (including land acquisition costs for such relocated Facilities) caused or requested by Glendale or a third party. This indemnification and defense obligation includes the obligation to defend against claims of third parties that SRP does not possess all the rights intended to be granted hereunder. This indemnification and defense obligation also includes the obligation to relocate SRP facilities in the event that a third party or Glendale successfully asserts rights that require the relocation of installed Facilities or otherwise infringe on SRP's underlying land rights intended to be granted hereunder.

IN WITNESS WHEREOF, CITY OF GLENDALE, a municipal corporation, has caused its name to be executed by its duly authorized representative(s), this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

APPROVED AS TO FORM: CITY OF GLENDALE, a municipal corporation

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
By: City Manager

ATTEST:

\_\_\_\_\_  
City Clerk

STATE OF \_\_\_\_\_ )

) ss.

COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ and \_\_\_\_\_, City Manager and City Clerk, respectively, of the CITY OF GLENDALE, a municipal corporation of the State of Arizona.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_  
(Notary Stamp/Seal)

**Note:** This instrument is exempt from the real estate transfer fee and affidavit of legal value required under A.R.S. Sections 11-1132 and 11-1133 pursuant to the exemptions set forth in A.R.S. Sections 11-1134(A)(2) and (A)(3).

**EXHIBIT A****LEGAL DESCRIPTION FOR  
SALT RIVER PROJECT ELECTRIC DISTRIBUTION LINE EASEMENT****Parcel No. 1:**

That portion of the Northeast quarter of the Northeast quarter of Section 16, Township 2 North, Range 2 East, of the Gila and Salt River Meridian, Maricopa County, Arizona, being more particularly described as follows:

COMMENCING at the Northeast corner of said Section 16 (brass cap in handhole) from which the North quarter corner of said Section 16 (metal rod in handhole) bears North 89°38'38" West, 2614.81 feet;

thence North 89°38'38" West, 40.00 feet along the North line of said Northeast quarter of the Northeast quarter of Section 16 to the City Limits line common to the City of Phoenix and the City of Glendale;

thence departing said North line South 00°21'03" West, 67.00 feet along said common City Limits line to the POINT OF BEGINNING;

thence continuing South 00°21'03" West, 8.00 feet along said common City Limits line;

thence departing said common line North 89°39'28" West, 20.00 feet to the South right of way of West Bethany Home Road;

thence North 44°38'47" West, 21.21 feet along said South right of way;

thence North 89°38'38" West, 266.01 feet continuing along said South right of way;

thence North 85°23'30" West, 177.56 feet;

thence departing said South right of way South 87°44'15" East, 187.77 feet;

thence South 89°39'53" East, 66.04 feet;

thence North 00°33'09" East, 4.00 feet;

thence South 89°39'53" East, 11.50 feet;

thence South 00°33'09" West, 4.00 feet;

thence South 89°39'53" East, 182.18 feet;

thence South 44°38'47" East, 19.82 feet;

thence South 89°39'28" East, 16.69 feet to said common City Limits line of the City of Phoenix and the City of Glendale and the POINT OF BEGINNING.

Said Parcel No. 1 contains 2,870 square feet or 0.0659 acres more or less.

**Parcel No. 2:**

That portion of the Northeast quarter of the Northeast quarter of Section 16, Township 2 North, Range 2 East, of the Gila and Salt River Meridian, Maricopa County, Arizona, being more particularly described as follows:

COMMENCING at the Northeast corner of said Section 16 (brass cap in handhole) from which the North quarter corner of said Section 16 (metal rod in handhole) bears North 89°38'38" West, 2614.81 feet;

thence North 89°38'38" West, 573.20 feet along the North line of said Northeast quarter of the Northeast quarter of Section 16;

thence departing said North line South 00°21'22" West, 45.00 feet to the South right of way of West Bethany Home Road and the POINT OF BEGINNING;

thence North 89°38'38" West, 258.39 feet along said South right of way;

thence departing said right of way North 00°21'52" East, 2.00 feet;

thence South 89°38'08" East, 199.06 feet;

thence South 87°44'15" East, 59.37 feet to said South right of way of West Bethany Home Road and the POINT OF BEGINNING.

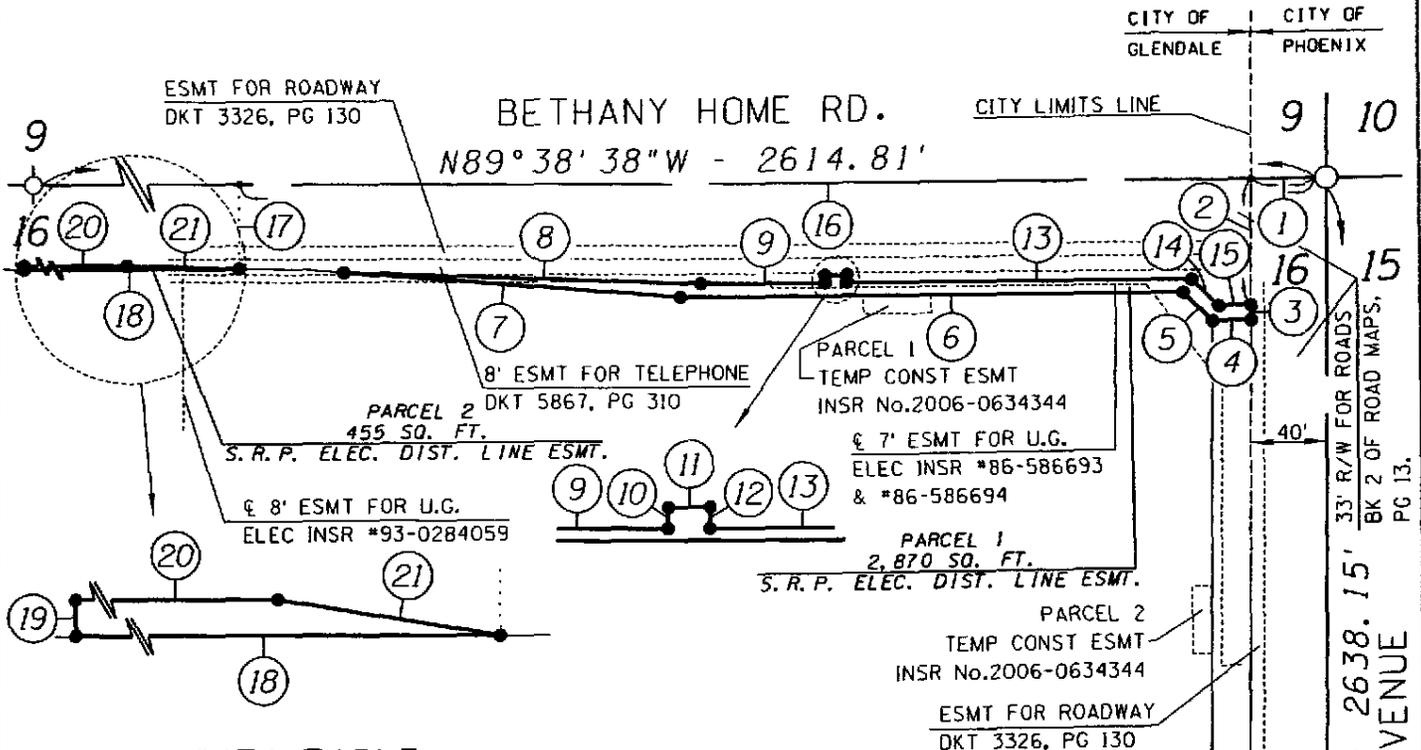
Said Parcel No. 2 contains 455 square feet or 0.0104 acres more or less.

Said Parcel No. 1 and Parcel No. 2 contain a total of 3,325 square feet or 0.0763 acres more or less.



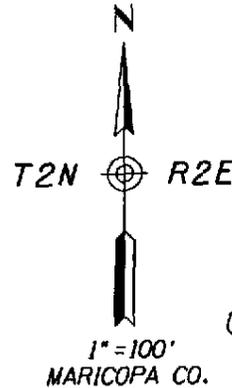
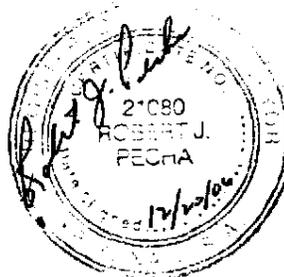
# EXHIBIT A1

## SALT RIVER PROJECT ELECTRIC DISTRIBUTION LINE EASEMENT A PORTION OF THE NE4 OF THE NE4 OF SECTION 16, T2N, R2E G&SRM MARICOPA COUNTY, ARIZONA



DATA TABLE

|    |                       |         |    |                       |         |
|----|-----------------------|---------|----|-----------------------|---------|
| 1  | $N89^{\circ}38'38''W$ | 40.00'  | 17 | $S00^{\circ}21'22''W$ | 45.00'  |
| 2  | $S00^{\circ}21'03''W$ | 67.00'  | 18 | $N89^{\circ}38'38''W$ | 258.39' |
| 3  | $S00^{\circ}21'03''W$ | 8.00'   | 19 | $N00^{\circ}21'52''E$ | 2.00'   |
| 4  | $N89^{\circ}39'28''W$ | 20.00'  | 20 | $S89^{\circ}38'08''E$ | 199.06' |
| 5  | $N44^{\circ}38'47''W$ | 21.21'  | 21 | $S87^{\circ}44'15''E$ | 59.37'  |
| 6  | $N89^{\circ}38'38''W$ | 266.01' |    |                       |         |
| 7  | $N85^{\circ}23'30''W$ | 177.56' |    |                       |         |
| 8  | $S87^{\circ}44'15''E$ | 187.77' |    |                       |         |
| 9  | $S89^{\circ}39'53''E$ | 66.04'  |    |                       |         |
| 10 | $N00^{\circ}33'09''E$ | 4.00'   |    |                       |         |
| 11 | $S89^{\circ}39'53''E$ | 11.50'  |    |                       |         |
| 12 | $S00^{\circ}33'09''W$ | 4.00'   |    |                       |         |
| 13 | $S89^{\circ}39'53''E$ | 182.18' |    |                       |         |
| 14 | $S44^{\circ}38'47''E$ | 19.82'  |    |                       |         |
| 15 | $S89^{\circ}39'28''E$ | 16.69'  |    |                       |         |
| 16 | $N89^{\circ}38'38''W$ | 573.20' |    |                       |         |



Scale



7720 North 16th Street  
Suite 100 - Phoenix, AZ  
85020 - 602.371.1100

GLENDALE ONBOARD TRANSPORTATION PROGRAM

43rd AVE & BETHANY HOME RD.

**WHEN RECORDED MAIL TO:**

**SALT RIVER PROJECT**  
Land Department/PAB350  
P. O. Box 52025  
Phoenix, Arizona 85072-2025

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**POWER DISTRIBUTION EASEMENT**

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Maricopa County  
43<sup>rd</sup> Ave and Northern Ave

R/W # 1165B    Agt. MNT  
Job # KJ6-185  
W NT    c Ja

**CITY OF GLENDALE,  
A Municipal Corporation,**

hereinafter called Grantor, for and in consideration of the sum of One Dollar, and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant and convey to **SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT**, an agricultural improvement district organized and existing under the laws of the State of Arizona, its agents, employees, contractors and permittees and its and their respective successors and assigns, hereinafter called the Grantee, a non-exclusive easement in, upon, over, under, across, through and along the lands hereinafter described (such lands hereinafter described being sometimes referred to herein as the "Easement Parcel") to construct, install, reconstruct, replace, remove, repair, operate and maintain underground electrical conductors, conduits, pipes, cables, vaults, pads, switching equipment, enclosures, manholes and transformers and all other appliances, appurtenances and fixtures (collectively "Facilities") for the transmission and distribution of electricity and for all other purposes connected therewith at such locations and elevations, in, upon, over, under, across, through and along the Easement Parcel as Grantee may now or hereafter deem convenient or necessary from time to time, together with the right of ingress and egress to, from, across and along the Grantor's Property.

The lands in, upon, over, under, across, through and along which this easement is granted are situated in the County of Maricopa, State of Arizona, and are more particularly described as:

**Grantor's Property:**

A portion of the Northeast quarter of the Northeast quarter of Section 4, Township 2 North, Range 2 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

**Easement Parcel:**

Said easement being described and depicted on Exhibit "A", prepared by URS, dated December 20, 2006, attached hereto and by this reference made a part hereof.

**CAUTION:** Facilities placed within the Easement Parcel 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 40-360.21, et. seq., Arizona Blue Stake Law, prior to any excavation.

Grantor shall maintain a clear area that extends 3.00 feet from and around all edges of all transformer pads and other equipment pads, and a clear operational area that extends 12.00 feet immediately in front of all transformer and other equipment openings. No obstruction, trees, shrubs, fixtures or permanent structures shall be placed within said areas.

Grantor shall not construct, install or place, or permit to be constructed, installed or placed any building or other structure, plant any trees, drill any well, store materials of any kind, or alter ground level by cut or fill, within the area of the Easement Parcel.

Grantee shall have the right (but not the obligation) to trim, cut and clear away trees, brush or other vegetation on, the Easement Parcel whenever in its judgment the same shall be necessary for the convenient and safe exercise of the rights herein granted.

In the event Grantee records a document to formally abandon the easement granted herein, all Grantee's rights hereunder shall cease, except the right to remove any and all property placed upon the Easement Parcel within a reasonable time subsequent to such abandonment.

The covenants and agreements herein set forth shall extend and inure in favor and to the benefit of and shall be binding on the heirs, administrators, executors, personal representatives, legal representatives, successors (including successors in ownership and estate), assigns and lessees of the Grantor and Grantee.

Glendale shall indemnify, defend and hold harmless SRP, the members of its governing bodies, its officers, and its employees for, from and against any lawsuit (including attorneys' fees), losses, damages, or expenses incurred by SRP arising out of or related to: (i) any claim by Glendale or a third party that SRP does not possess each and every right described in this easement; or (ii) any subsequent relocation of the electric Facilities (including land acquisition costs for such relocated Facilities) caused or requested by Glendale or a third party. This indemnification and defense obligation includes the obligation to defend against claims of third parties that SRP does not possess all the rights intended to be granted hereunder. This indemnification and defense obligation also includes the obligation to relocate SRP facilities in the event that a third party or Glendale successfully asserts rights that require the relocation of installed Facilities or otherwise infringe on SRP's underlying land rights intended to be granted hereunder.



**EXHIBIT A****LEGAL DESCRIPTION FOR  
SALT RIVER PROJECT ELECTRIC DISTRIBUTION LINE EASEMENTS****Parcel No. 1:**

That portion of the Northeast quarter of the Northeast quarter of Section 4, Township 2 North, Range 2 East, of the Gila and Salt River Meridian, Maricopa County, Arizona, being more particularly described as follows:

COMMENCING at the Northeast corner of said Section 4 (brass cap in handhole) from which the North quarter corner of said Section 4 (brass cap in handhole) bears North 89°59'24" West, 2637.50 feet (North 89°59'20" West, 2637.48 feet SRP measured);

thence North 89°59'24" West, 247.12 feet along the North line of said Northeast quarter of the Northeast quarter of Section 4;

thence departing said North line, South 00°00'36" West, 47.00 feet to the POINT OF BEGINNING;

thence continuing South 00°00'36" West, 8.00 feet to the South right of way of West Northern Avenue;

thence North 89°59'24" West, 172.38 feet along said South right of way;

thence North 00°00'36" East, 15.00 feet;

thence departing said right of way South 89°59'24" East, 5.52 feet;

thence South 00°00'36" West, 7.00 feet;

thence South 89°59'24" East, 166.86 feet to the POINT OF BEGINNING.

Said Parcel No. 1 contains 1,418 square feet or 0.0325 acres more or less.

**Parcel No. 2:**

That portion of the Northeast quarter of the Northeast quarter of Section 4, Township 2 North, Range 2 East, of the Gila and Salt River Meridian, Maricopa County, Arizona, being more particularly described as follows:

COMMENCING at the Northeast corner of said Section 4 (brass cap in handhole) from which the North quarter corner of said Section 4 (brass cap in handhole) bears North 89°59'24" West, 2637.50 feet (North 89°59'20" West, 2637.48 feet SRP measured);

thence North 89°59'24" West, 476.04 feet along the North line of said Northeast quarter of the Northeast quarter of Section 4;

thence departing said North line, South 00°00'36" West, 36.97 feet to the POINT OF BEGINNING;

thence continuing South 00°00'36" West, 3.03 feet to the South right of way of West Northern Avenue;

thence North 89°59'24" West, 8.00 feet along said South right of way;

thence departing said right of way North 00°00'36" East, 3.03 feet;

thence South 89°59'24" East, 8.00 feet to the POINT OF BEGINNING.

Said Parcel No. 2 contains 24 square feet or 0.0006 acres more or less.

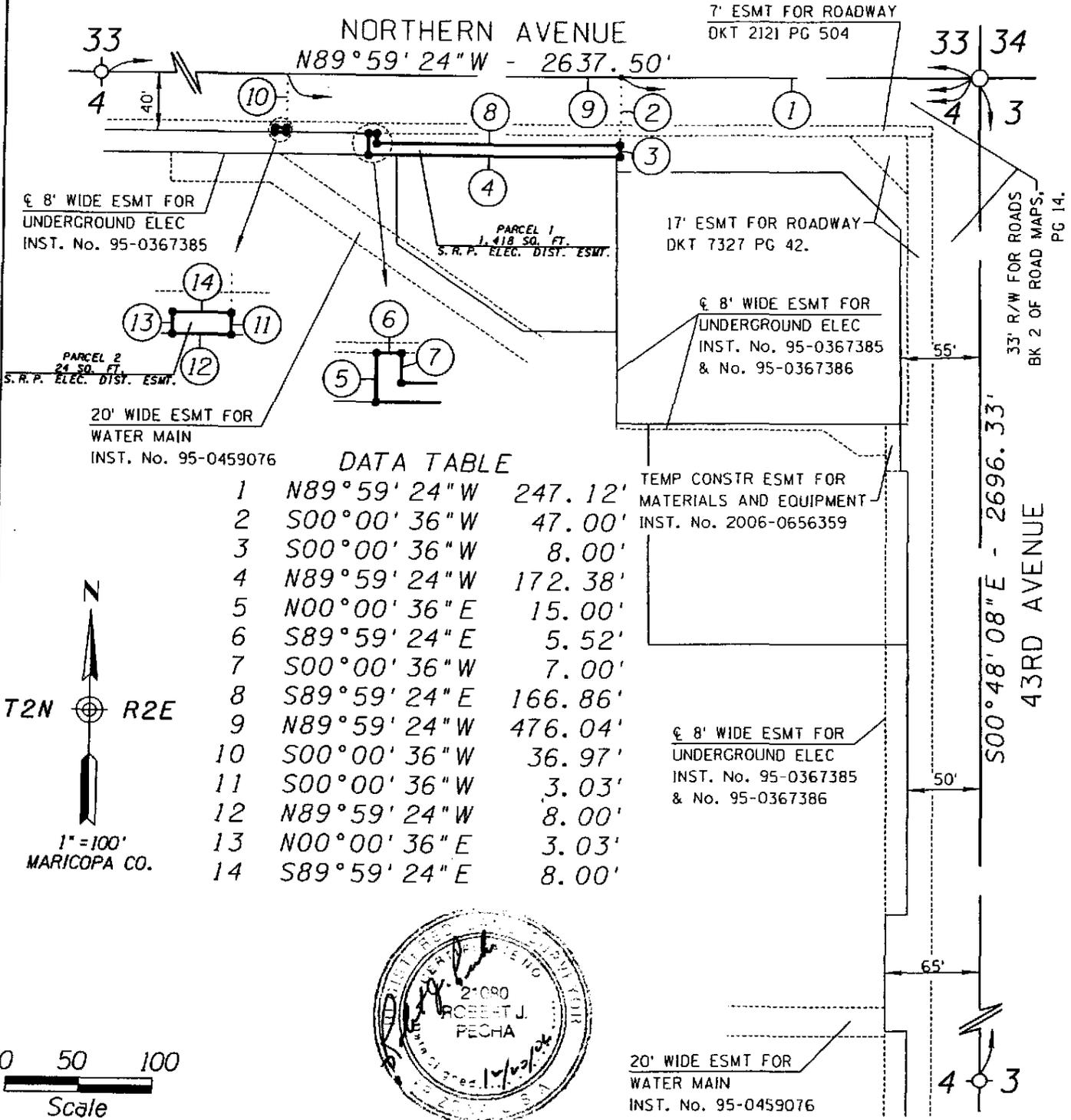
Said Parcel No. 1 and Parcel No. 2 contain a total of 1,442 or 0.0331 acres more or less.



# EXHIBIT A1

## SALT RIVER PROJECT ELECTRIC DISTRIBUTION LINE EASEMENT

A PORTION OF THE NE4 OF THE NE4 OF SECTION 4,  
T2N, R2E G&SRM MARICOPA COUNTY, ARIZONA



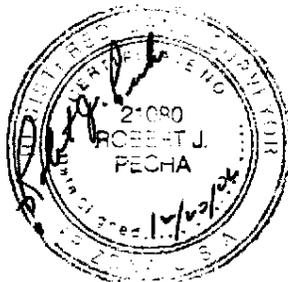
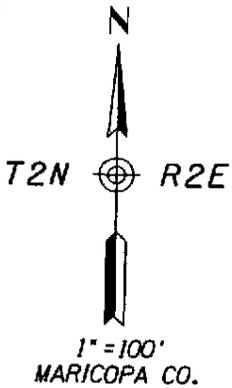
DATA TABLE

|    |             |         |
|----|-------------|---------|
| 1  | N89°59'24"W | 247.12' |
| 2  | S00°00'36"W | 47.00'  |
| 3  | S00°00'36"W | 8.00'   |
| 4  | N89°59'24"W | 172.38' |
| 5  | N00°00'36"E | 15.00'  |
| 6  | S89°59'24"E | 5.52'   |
| 7  | S00°00'36"W | 7.00'   |
| 8  | S89°59'24"E | 166.86' |
| 9  | N89°59'24"W | 476.04' |
| 10 | S00°00'36"W | 36.97'  |
| 11 | S00°00'36"W | 3.03'   |
| 12 | N89°59'24"W | 8.00'   |
| 13 | N00°00'36"E | 3.03'   |
| 14 | S89°59'24"E | 8.00'   |

TEMP CONSTR ESMT FOR  
MATERIALS AND EQUIPMENT  
INST. No. 2006-0656359

8' WIDE ESMT FOR  
UNDERGROUND ELEC  
INST. No. 95-0367385  
& No. 95-0367386

20' WIDE ESMT FOR  
WATER MAIN  
INST. No. 95-0459076



0 50 100  
Scale

**URS**

7720 North 16th Street  
Suite 100 - Phoenix, AZ  
85020 - 602.371.1100

GLENDALE ONBOARD TRANSPORTATION PROGRAM

43rd AVE and NORTHERN AVE.

**WHEN RECORDED MAIL TO:**

**SALT RIVER PROJECT**

Land Department/PAB350  
P. O. Box 52025  
Phoenix, Arizona 85072-2025

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**POWER DISTRIBUTION EASEMENT**

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Maricopa County  
43<sup>rd</sup> Ave & Olive Ave

R/W # 1682B / 147C  
Agt. MNT  
Job # KJ2-5368

W MNT C WB

**CITY OF GLENDALE,  
A Municipal Corporation,**

hereinafter called Grantor, for and in consideration of the sum of One Dollar, and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant and convey to **SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT**, an agricultural improvement district organized and existing under the laws of the State of Arizona, its agents, employees, contractors and permittees and its and their respective successors and assigns, hereinafter called the Grantee, a non-exclusive easement in, upon, over, under, across, through and along the lands hereinafter described (such lands hereinafter described being sometimes referred to herein as the "Easement Parcel") to construct, install, reconstruct, replace, remove, repair, operate and maintain underground electrical conductors, conduits, pipes, cables, vaults, pads, switching equipment, enclosures, manholes and transformers and all other appliances, appurtenances and fixtures (collectively "Facilities") for the transmission and distribution of electricity and for all other purposes connected therewith at such locations and elevations, in, upon, over, under, across, through and along the Easement Parcel as Grantee may now or hereafter deem convenient or necessary from time to time, together with the right of ingress and egress to, from, across and along the Grantor's Property.

The lands in, upon, over, under, across, through and along which this easement is granted are situated in the County of Maricopa, State of Arizona, and are more particularly described as:

**Grantor's Property:**

A portion of the Northeast quarter of Section 33 and the Southeast quarter of Section 28, Township 3 North, Range 2 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

**Easement Parcel:**

Said easement being described and depicted on Exhibit "A", prepared by URS, dated January 4, 2007, attached hereto and by this reference made a part hereof.

**CAUTION:** Facilities placed within the Easement Parcel 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 40-360.21, et. seq., Arizona Blue Stake Law, prior to any excavation.

Grantor shall maintain a clear area that extends 3.00 feet from and around all edges of all transformer pads and other equipment pads, and a clear operational area that extends 12.00 feet immediately in front of all transformer and other equipment openings. No obstruction, trees, shrubs, fixtures or permanent structures shall be placed within said areas.

Grantor shall not construct, install or place, or permit to be constructed, installed or placed any building or other structure, plant any trees, drill any well, store materials of any kind, or alter ground level by cut or fill, within the area of the Easement Parcel.

Grantee shall have the right (but not the obligation) to trim, cut and clear away trees, brush or other vegetation on, the Easement Parcel whenever in its judgment the same shall be necessary for the convenient and safe exercise of the rights herein granted.

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Glendale shall indemnify, defend and hold harmless SRP, the members of its governing bodies, its officers, and its employees for, from and against any lawsuit (including attorneys' fees), losses, damages, or expenses incurred by SRP arising out of or related to: (i) any claim by Glendale or a third party that SRP does not possess each and every right described in this easement; or (ii) any subsequent relocation of the electric Facilities (including land acquisition costs for such relocated Facilities) caused or requested by Glendale or a third party. This indemnification and defense obligation includes the obligation to defend against claims of third parties that SRP does not possess all the rights intended to be granted hereunder. This indemnification and defense obligation also includes the obligation to relocate SRP facilities in the event that a third party or Glendale successfully asserts rights that require the relocation of installed Facilities or otherwise infringe on SRP's underlying land rights intended to be granted hereunder.



**EXHIBIT A****LEGAL DESCRIPTION FOR  
SALT RIVER PROJECT ELECTRIC DISTRIBUTION LINE EASEMENT**

Those portions of the Northeast quarter of the Northeast quarter of Section 33, and the Southeast quarter of the Southeast quarter of Section 28, Township 3 North, Range 2 East, of the Gila and Salt River Meridian, Maricopa County, Arizona, being more particularly described as follows:

COMMENCING at the Section corner common to said Section 33 and said Section 28 (brass cap in handhole) from which the quarter corner common to said Section 33 and said Section 28 (brass cap in handhole) bears North 89°55'26" West, 2643.89 feet (North 89°32'40" West, 2643.81 feet SRP measured);

thence North 89°55'26" West, 40.00 feet along the Section line common to said Section 33 and said Section 28 to the City Limits line common to the City of Phoenix and the City of Glendale;

thence departing said common Section line South 00°04'24" East, 39.04 feet along said common City Limits line to the POINT OF BEGINNING;

thence continuing South 00°04'24" East, 8.00 feet along said common City Limits line;

thence departing said common line North 89°55'26" West, 35.90 feet;

thence South 00°04'34" West, 12.49 feet;

thence South 89°55'26" East, 6.93 feet;

thence South 44°59'55" East, 31.34 feet;

thence South 45°00'05" West, 11.48 feet to the westerly right of way of North 43rd Avenue;

thence North 00°04'24" West, 4.93 feet along said westerly right of way to the southerly right of way of West Olive Avenue;

thence departing said westerly right of way North 44°59'55" West, 24.54 feet along said southerly right of way of West Olive Avenue;

thence North 89°55'26" West, 11.62 feet continuing along said southerly right of way;

thence North 00°04'34" East, 20.49 feet along said southerly right of way and a northerly prolongation thereof;

thence North 89°55'26" West, 57.20 feet;

thence South 00°16'54" West, 6.00 feet;

thence North 89°55'26" West, 8.00 feet;

thence North 00°16'54" East, 6.00 feet;

thence North 89°55'26" West, 80.87 feet;

thence South 00°04'34" West, 7.96 feet to said southerly right of way of West Olive Avenue;

thence North 89°55'26" West, 479.02 feet along said southerly right of way;

thence North 00°04'24" West, 5.00 feet;

thence North 89°55'26" West, 91.20 feet;

thence departing said southerly right of way North 00°04'34" East, 11.00 feet;

thence South 89°55'26" East, 8.00 feet;

thence South 00°04'34" West, 8.00 feet;

thence South 89°55'26" East, 542.10 feet;

thence North 00°04'34" East, 47.00 feet to said common Section line of Section 33 and Section 28;

thence departing said common Section line and continuing North 00°04'34" East, 45.00 feet to the northerly right of way of said West Olive Avenue;

thence South 89°55'26" East, 8.00 feet along said northerly right of way;

thence departing said right of way South 00°04'34" West, 45.00 feet to said common Section line of Section 33 and Section 28;

thence departing said common Section line and continuing South 00°04'34" West, 39.04 feet;

thence South 89°55'26" East, 202.07 feet to said common City Limits line of the City of Phoenix and the City of Glendale and the POINT OF BEGINNING.

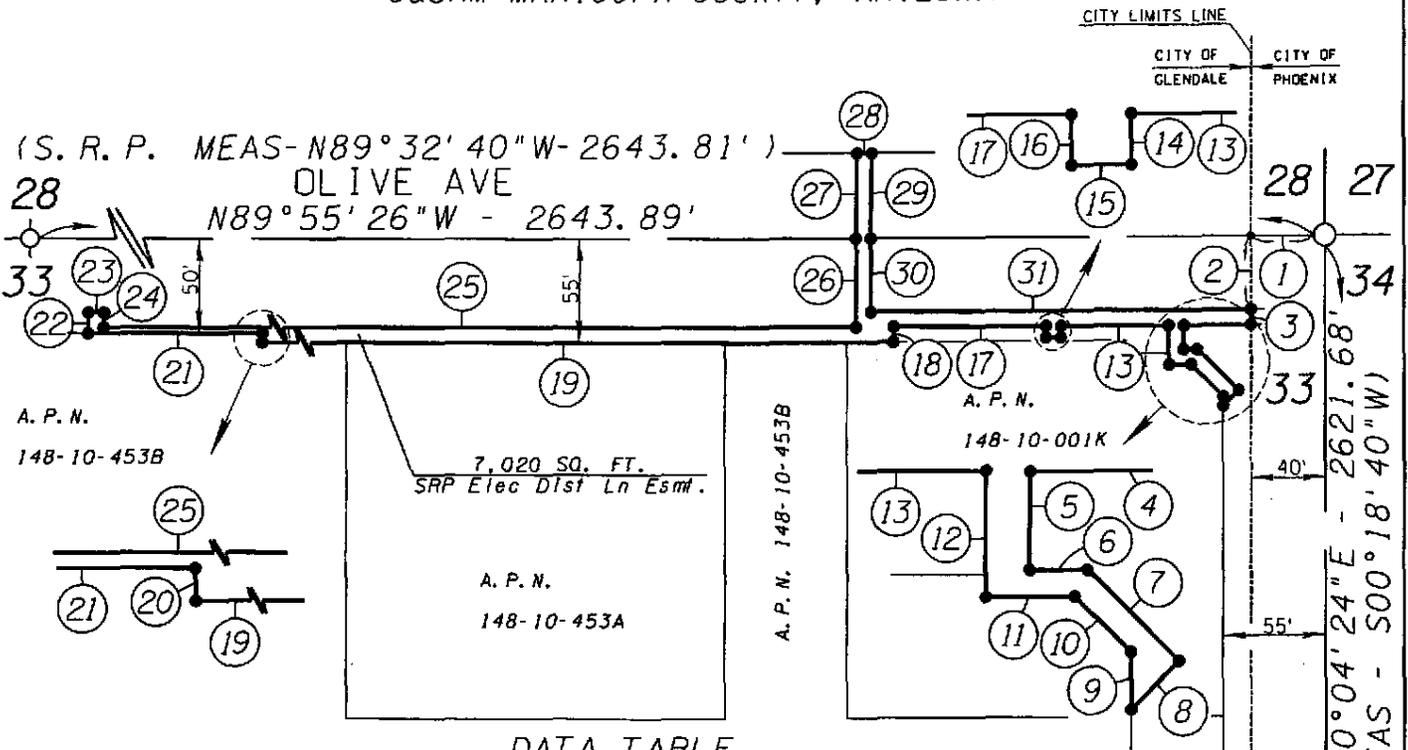
Said Salt River Project Electric Distribution Line Easement contains 7,020 square feet or 0.1611 acres more or less.



# EXHIBIT A1

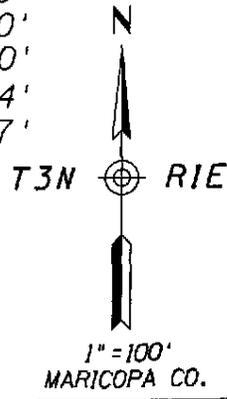
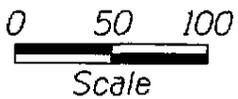
## SALT RIVER PROJECT ELECTRIC DISTRIBUTION LINE EASEMENT

A PORTION OF THE NE4 OF THE NE4 OF SECTION 33, T3N, R2E,  
G&SRM MARICOPA COUNTY, ARIZONA



DATA TABLE

|    |             |        |    |             |         |
|----|-------------|--------|----|-------------|---------|
| 1  | N89°55'26"W | 40.00' | 17 | N89°55'26"W | 80.87'  |
| 2  | S00°04'24"E | 39.04' | 18 | S00°04'34"W | 7.96'   |
| 3  | S00°04'24"E | 8.00'  | 19 | N89°55'26"W | 479.02' |
| 4  | N89°55'26"W | 35.90' | 20 | N00°04'24"W | 5.00'   |
| 5  | S00°04'34"W | 12.49' | 21 | N89°55'26"W | 91.20'  |
| 6  | S89°55'26"E | 6.93'  | 22 | N00°04'34"E | 11.00'  |
| 7  | S44°59'55"E | 31.34' | 23 | S89°55'26"E | 8.00'   |
| 8  | S45°00'05"W | 11.48' | 24 | S00°04'34"W | 8.00'   |
| 9  | N00°04'24"W | 4.93'  | 25 | S89°55'26"E | 542.10' |
| 10 | N44°59'55"W | 24.54' | 26 | N00°04'34"E | 47.00'  |
| 11 | N89°55'26"W | 11.62' | 27 | N00°04'34"E | 45.00'  |
| 12 | N00°04'34"E | 20.49' | 28 | S89°55'26"E | 8.00'   |
| 13 | N89°55'26"W | 57.20' | 29 | S00°04'34"W | 45.00'  |
| 14 | S00°16'54"W | 6.00'  | 30 | S00°04'34"W | 39.04'  |
| 15 | N89°55'26"W | 8.00'  | 31 | S89°55'26"E | 202.07' |
| 16 | N00°16'54"E | 6.00'  |    |             |         |



**URS** 7720 North 16th Street  
Suite 100 - Phoenix, AZ  
85020 - 602.371.1100

GLENDALE ONBOARD TRANSPORTATION PROGRAM  
43RD AVE & OLIVE AVE

**WHEN RECORDED MAIL TO:**

**SALT RIVER PROJECT**

Land Department/PAB350

P. O. Box 52025

Phoenix, Arizona 85072-2025

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**POWER DISTRIBUTION EASEMENT**

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Maricopa County  
Parcel #102-06-664A

R/W # 2192 Agt. UFS  
Job # KJB-3115 (1 of 1)  
W \_\_\_\_\_ C \_\_\_\_\_

**CITY OF GLENDALE,  
A Municipal Corporation,**

hereinafter called Grantor, for and in consideration of the sum of One Dollar, and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant and convey to **SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT**, an agricultural improvement district organized and existing under the laws of the State of Arizona, its agents, employees, contractors and permittees and its and their respective successors and assigns, hereinafter called the Grantee, a non-exclusive easement in, upon, over, under, across, through and along the lands hereinafter described (such lands hereinafter described being sometimes referred to herein as the "Easement Parcel") to construct, install, reconstruct, replace, remove, repair, operate and maintain underground electrical conductors, conduits, pipes, cables, vaults, pads, switching equipment, enclosures, manholes and transformers and all other appliances, appurtenances and fixtures (collectively "Facilities") for the transmission and distribution of electricity and for all other purposes connected therewith at such locations and elevations, in, upon, over, under, across, through and along the Easement Parcel as Grantee may now or hereafter deem convenient or necessary from time to time, together with the right of ingress and egress to, from, across and along the Grantor's Property.

The lands in, upon, over, under, across, through and along which this easement is granted are situated in the County of Maricopa, State of Arizona, and are more particularly described as:

**Grantor's Property:**

The Southwest quarter of Section 11, Township 2 North, Range 1 East of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described in Special Warranty Deed No. 1998-1138601.

**Easement Parcel:**

Said easement being 8.00 feet in width, lying 4.00 feet on each side of the centerline (centerline of 8.00 foot easement), as delineated/depicted on the attached EXHIBIT "A", including equipment pad areas, as prepared by SRP Survey Department, dated February 9, 2007, and by reference made a part hereof.

**CAUTION:** Facilities placed within the Easement Parcel 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 40-360.21, et. seq., Arizona Blue Stake Law, prior to any excavation.

Grantor shall maintain a clear area that extends 3.00 feet from and around all edges of all transformer pads and other equipment pads, and a clear operational area that extends 12.00 feet immediately in front of all transformer and other equipment openings. No obstruction, trees, shrubs, fixtures or permanent structures shall be placed within said areas.

Grantor shall not construct, install or place, or permit to be constructed, installed or placed any building or other structure, plant any trees, drill any well, store materials of any kind, or alter ground level by cut or fill, within the area of the Easement Parcel.

Grantee shall have the right (but not the obligation) to trim, cut and clear away trees, brush or other vegetation on, the Easement Parcel whenever in its judgment the same shall be necessary for the convenient and safe exercise of the rights herein granted.

In the event Grantee records a document to formally abandon the easement granted herein, all Grantee's rights hereunder shall cease, except the right to remove any and all property placed upon the Easement Parcel within a reasonable time subsequent to such abandonment.

The covenants and agreements herein set forth shall extend and inure in favor and to the benefit of and shall be binding on the heirs, administrators, executors, personal representatives, legal representatives, successors (including successors in ownership and estate), assigns and lessees of the Grantor and Grantee.

Glendale shall indemnify, defend and hold harmless SRP, the members of its governing bodies, its officers, and its employees for, from and against any lawsuit (including attorneys' fees), losses, damages, or expenses incurred by SRP arising out of or related to: (i) any claim by Glendale or a third party that SRP does not possess each and every right described in this easement; or (ii) any subsequent relocation of the electric Facilities (including land acquisition costs for such relocated Facilities) caused or requested by Glendale or a third party. This indemnification and defense obligation includes the obligation to defend against claims of third parties that SRP does not possess all the rights intended to be granted hereunder. This indemnification and defense obligation also includes the obligation to relocate SRP facilities in the event that a third party or Glendale successfully asserts rights that require the relocation of installed Facilities or otherwise infringe on SRP's underlying land rights intended to be granted hereunder.



# EXHIBIT "A"

83RD AVENUE

N00°04'41"E  
2619.32' (M)

1737.93' (C)

881.39' (C)

W 1/4 COR SEC 11  
T2N R1E  
FND BCHH

S89°55'18"E TIE  
256.14' (M)

N89°59'28"E  
223.67' (M)

APN 102-06-664A  
MCR 1998-1138601

S14°59'05"E EPAD A  
174.28' (M)  
S16°24'51"E  
241.39' (M)  
PROPOSED 10' X 10' EPAD

SEE SHEET 2  
FOR CONTINUATION

BETHANY HOME ROAD

SOUTH LINE SEC 11

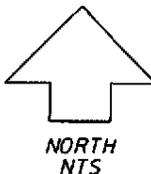
SW COR SEC 11  
T2N R1E  
FND BC SURFACE

## LEGEND

- SECTION AND CENTERLINE
- PROPERTY LINE
- - - CENTERLINE OF 8' EASEMENT
- ⊙ EPAD  
EQUIPMENT PAD -  
UNLESS OTHERWISE NOTED  
ARE PART OF THE EASEMENT

BASIS OF BEARINGS  
NAD83 AZ SPCS ZONE 202

NOTE: THIS EXHIBIT IS INTENDED TO  
ACCOMPANY AN EASEMENT. IT IS NOT A  
SURVEY AND SHOULD NOT BE CONSTRUED  
AS SUCH.



## 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.

SRP JOB#  
KJB-3115

SALT RIVER PROJECT A.1.  
& POWER DISTRICT  
MARICOPA COUNTY, ARIZONA

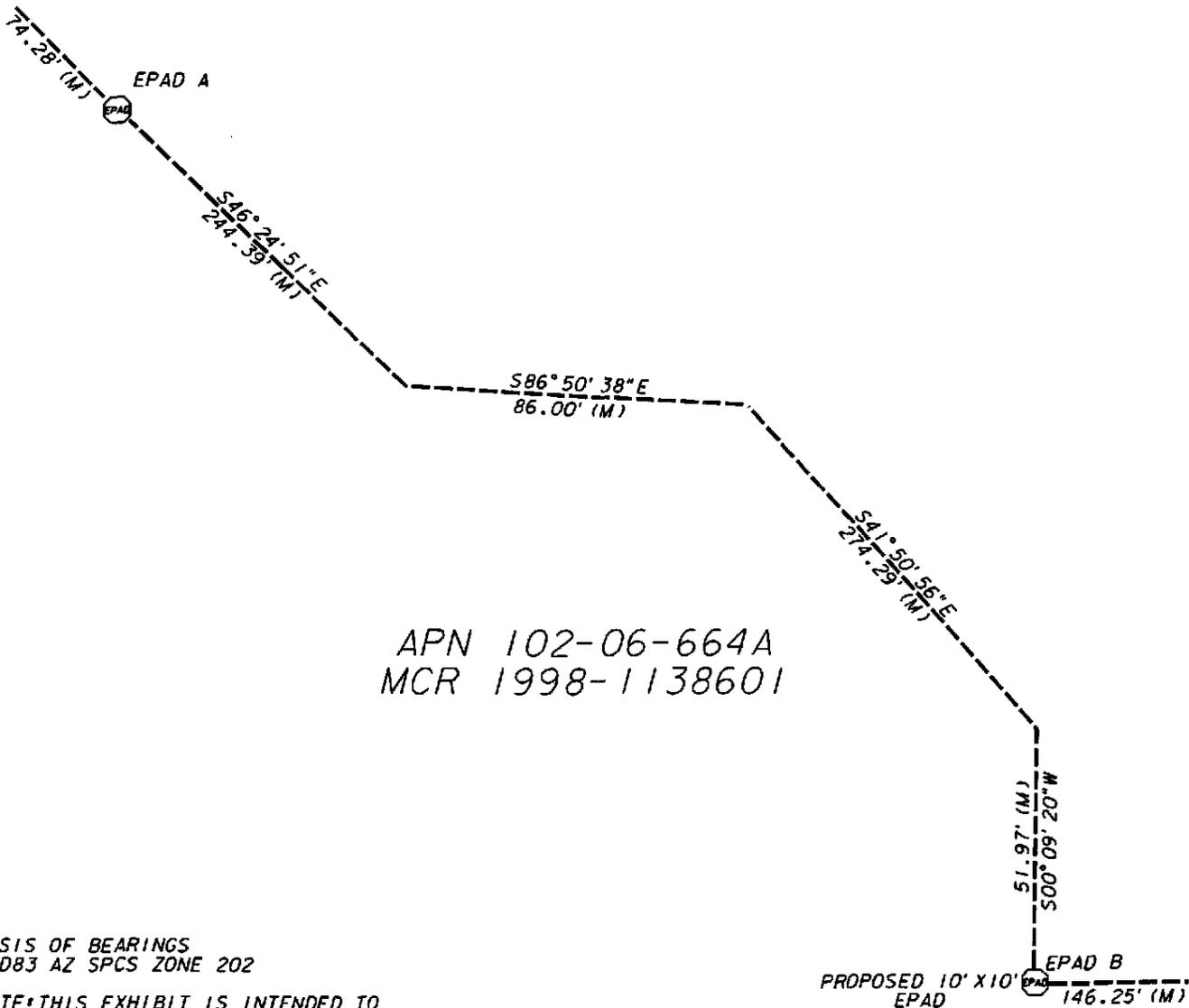
W.A.R.F. PARK PHASE  
SW 1/4 SEC 11 T2N R1E  
4.1 EAST 10.3 NORTH

UNDERGROUND ELECTRIC  
POWER LINE RIGHT-OF-WAY

|          |           |           |        |
|----------|-----------|-----------|--------|
| DESIGNED | G. GARCIA | AGENT     | UFS    |
| DRAWN    | QUAGGE    | APPROVED: |        |
| DATE     | 2-9-07    |           |        |
| SCALE    | NTS       | SHEET     | 1 OF 3 |

# EXHIBIT "A"

SEE SHEET 1  
FOR CONTINUATION



APN 102-06-664A  
MCR 1998-1138601

BASIS OF BEARINGS  
NAD83 AZ SPCS ZONE 202

NOTE: THIS EXHIBIT IS INTENDED TO ACCOMPANY AN EASEMENT. IT IS NOT A SURVEY AND SHOULD NOT BE CONSTRUED AS SUCH.

PROPOSED 10' X 10' EPAD  
EPAD B 146.25' (M)

SEE SHEET 3  
FOR CONTINUATION

## LEGEND

----- CENTERLINE OF 8' EASEMENT



EQUIPMENT PAD -  
UNLESS OTHERWISE NOTED  
ARE PART OF THE EASEMENT



NORTH  
NTS

## 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.

SRP JOB\*  
KJB-3115

SALT RIVER PROJECT A.1.  
& POWER DISTRICT  
MARICOPA COUNTY, ARIZONA

W.A.R.F. PARK PHASE  
SW 1/4 SEC 11 T2N R1E  
4.1 EAST 10.3 NORTH

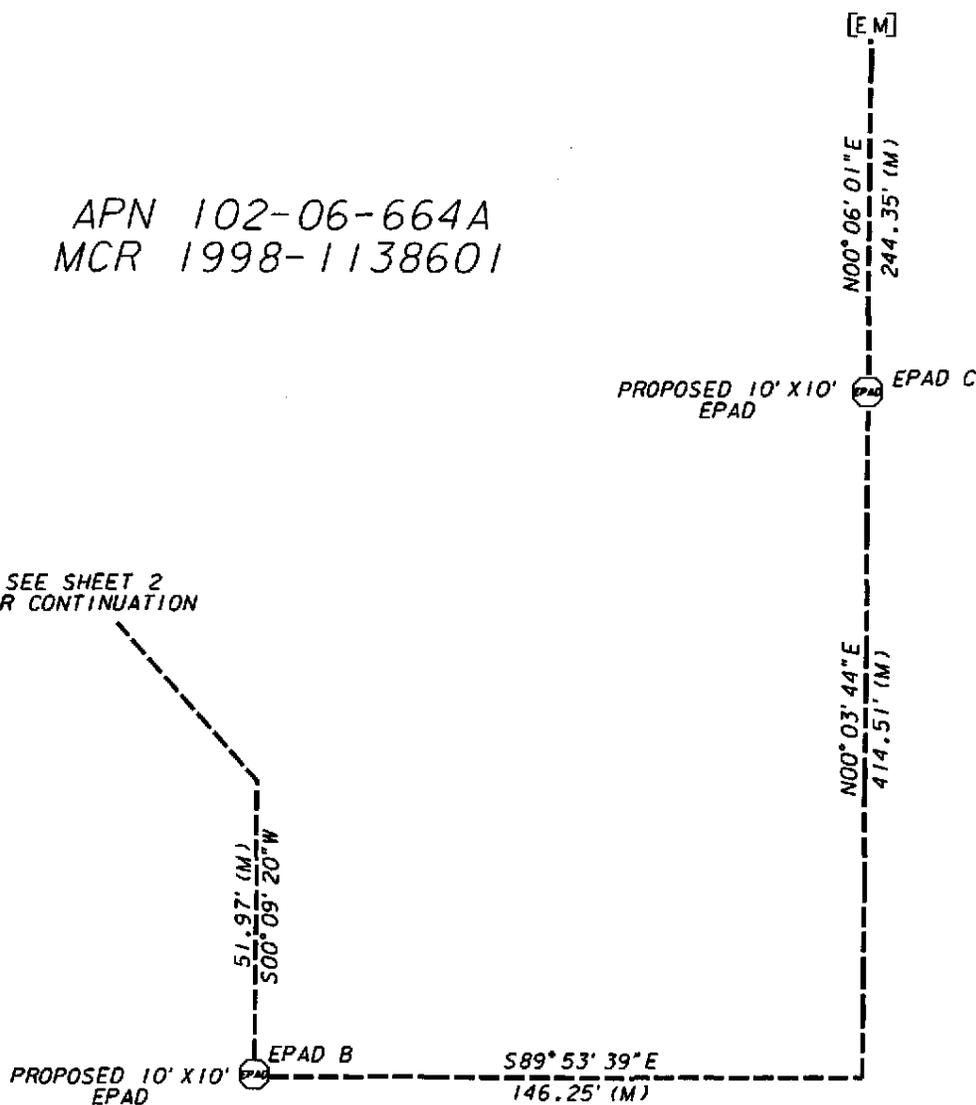
UNDERGROUND ELECTRIC  
POWER LINE RIGHT-OF-WAY

|          |           |           |        |
|----------|-----------|-----------|--------|
| DESIGNED | G. GARCIA | AGENT     | UFS    |
| DRAWN    | QUAGGE    | APPROVED: |        |
| DATE     | 2-9-07    |           |        |
| SCALE    | NTS       | SHEET     | 2 OF 3 |

# EXHIBIT "A"

APN 102-06-664A  
MCR 1998-1138601

SEE SHEET 2  
FOR CONTINUATION

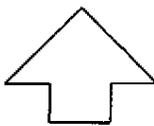


## LEGEND

- [E.M.] ELECTRONIC MARKER
- CENTERLINE OF 8' EASEMENT
- (EPAD) EQUIPMENT PAD - UNLESS OTHERWISE NOTED ARE PART OF THE EASEMENT

## 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.



SRP JOB\*  
KJB-3115

BASIS OF BEARINGS  
NAD83 AZ SPCS ZONE 202

NOTE\* THIS EXHIBIT IS INTENDED TO ACCOMPANY AN EASEMENT. IT IS NOT A SURVEY AND SHOULD NOT BE CONSTRUED AS SUCH.

|  |                            |
|--|----------------------------|
| SALT RIVER PROJECT A.1.<br>& POWER DISTRICT<br>MARICOPA COUNTY, ARIZONA  |                            |
| W.A.R.F. PARK PHASE<br>SW 1/4 SEC 11 T2N R1E<br>4.1 EAST 10.3 NORTH<br>UNDERGROUND ELECTRIC<br>POWER LINE RIGHT-OF-WAY |                            |
| DESIGNED <u>G.GARCIA</u>   | AGENT <u>UFS</u>           |
| DRAWN <u>QUAGGE</u>  | APPROVED: _____            |
| DATE <u>2-9-07</u>   |                            |
| SCALE <u>NTS</u>   | SHEET <u>3</u> OF <u>3</u> |