

ORIGINAL



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Transcript Exhibit(s)

Docket #(s): L-02217B-21-0322-00195

Part 2 of 2

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AZ CORP COMMISSION
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Arizona Corporation Commission

DOCKETED

NOV 16 2021

DOCKETED BY

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Exhibit #: SRP-7 through SRP-23,
Chandler-1, Chandler-2, Chandler-3
CHMN-1 and CHMN-2

For Part 1 of 2, see barcode
0000205270

EXHIBIT

tabbles

Chandler-2
ADMITTED

SRP High-Tech Interconnect Project

Docket No. L-00000B-21-0322-00195, Case No. 195

Arizona Corporation Commission

Arizona Power Plant and Transmission Line Siting Committee

November 8, 2021



Chandler-02





Strategic Goal: Being Safe and Beautiful

Minimizing overhead utilities to enhance city aesthetics

Chandler Code:

Section 47-4: Undergrounding of overhead utility lines

Requires developers to underground all overhead utilities in a proposed development or redevelopment project

Section 46-9.2: Utilities encroachment permit

Requires all utility lines, conduits, facilities and appurtenances to be placed underground, excluding high voltage lines

Chandler worked with SRP to meet the City's preference to avoid new overhead transmission line corridors in residential areas, address conflicts with existing underground utilities, and build the project to minimize future neighborhood disruptions

Price Road Corridor Compromise

In 2013, Salt River Project (SRP) required an expansion of its 230kV transmission system to better serve the power needs of businesses in the Price Road Corridor and Chandler Airport Area

Initial lines were proposed to be overhead but significant opposition delayed the project

In 2017, to minimize the negative impacts of these transmission lines, the City and SRP negotiated an agreement to underground a 3000 foot segment of the lines

Cooperation resulted in a project that protected the City's investment in the South Price Road corridor as a premium employment corridor



Strategic Goal: Attract a Range of Private Sector Businesses

- Support Intel in its \$20 billion expansion of its Ocotillo campus and protect Chandler businesses and residents
 - Economic benefit to Chandler and its residents
 - Mitigate the effects on Chandler businesses and residents from the additional 230kV lines needed to support the expansion



Agreement Terms

- **Undergrounding of 230kV lines along City rights-of way through established neighborhoods near Intel**
 - Unanimously approved by Chandler City Council on **July 24, 2021**
 - Chandler agrees to pay the cost differential between the overhead construction and undergrounding of the transmission lines via SRP aesthetics program
 - City to relocate City-owned utilities in right-of-way
 - City to provide dedicated easement for undergrounded lines to be located in City of Chandler right-of-way
 - Provides for mitigation of temporary construction impacts
 - City agreed to allow overhead lines along the border of its Chandler Ocotillo Water Reclamation Plant as there is no impact on Chandler businesses or residents

Agreement Benefits

- Avoids new overhead route
- Maintains area aesthetics
- Minimizes construction impact
- Utilizes available financial resources
- Preserves Intel's development track and sets up future opportunities



Chandler 01

EXHIBIT

tabbles

Chandler-3
ADMITTED

AGREEMENT

THIS AGREEMENT ("Agreement") is made between the City of Chandler ("City") and the Salt River Project Agricultural Improvement and Power District ("SRP") (City and SRP are individually "Party" or collectively "Parties") with an Effective Date of June 24, 2021.

RECITALS

- A. City is a duly formed municipal corporation of the State of Arizona.
- B. SRP is an agricultural improvement district, a political subdivision of the State of Arizona. SRP provides electric service to a distribution service area in central Arizona, which includes areas within City.
- C. On March 23, 2021, Intel announced a \$20 billion expansion to its Ocotillo campus in the Price Road Corridor. Intel's planned expansion includes two new fabrication facilities that are expected to create more than 3,000 high-tech, high-wage jobs, 3,000 construction jobs, and 15,000 local long-term jobs. Intel's announced expansion is reported to be the largest single capital investment in Arizona history.
- D. SRP will need to add facilities to its 230kV transmission system by the third quarter of 2023 to serve the energy requirements of the Intel expansion. City and SRP agree that the successful development of the Intel expansion and the required new transmission facilities will be beneficial to City residents as well as for current and future economic development in Chandler.
- E. SRP will seek a Certificate of Environmental Compatibility ("CEC") to construct the needed high voltage transmission lines in South Chandler, near the Intel Ocotillo Campus. Exhibit 1, attached hereto, and incorporated herein by this reference, shows the general location of the existing SRP Schrader and Henshaw substations. SRP will seek a CEC to construct a double circuit 230kV line from the existing Henshaw substation to a new substation, currently referred to as RS28, which will be located generally east of the Old Price Road alignment on the Intel Ocotillo Campus near the intersection of Dobson Road and Chaparral Way, as generally depicted in Exhibit 2 (referenced herein as the "north/south portion"). SRP also plans to include in the CEC Application (hereinafter defined) a double circuit 230kV line from the existing Schrader substation to the new RS28 substation (referenced herein as the "east/west portion") as generally depicted in Exhibit 3.



- F. The transmission lines to be constructed from the Henshaw substation to the RS28 substation and from the Schrader substation to the RS28 substation are collectively referred to as the "Project".
- G. City and SRP wish to minimize the impact of the Project on Chandler residents and businesses and to minimize the potential negative impacts of the Project.
- H. City has proposed to SRP an alternative route for the east/west portion of the Project to avoid adding new overhead lines in established residential communities and has proposed terms and conditions through which City may reasonably contribute to reduce the cost and burden associated with undergrounding portions of the transmission lines.
- I. SRP will conduct a public process to determine possible routing options for the double circuit 230kV lines. Through the process, SRP will develop alternative alignments for the overhead segments of the east/west portion of the Project in such a way as to minimize impacts on existing residential neighborhoods.
- J. SRP's standard for 230 kV transmission lines such as those proposed in this Project is by overhead installation. City as well as residents and businesses in Chandler are likely opposed to overhead installation for a portion of the Project. Accordingly, City has requested, and SRP is willing, to negotiate an agreement to reduce the impacts of the Project by undergrounding certain portions of the Project.
- K. Under some circumstances, SRP will underground facilities where other parties pay the difference in cost between the overhead installation and the underground installation of 230 kV lines. Under this policy and to minimize the potential negative impacts to City's residents and businesses, City is willing to pay the reasonable difference between an underground installation and the cost of an overhead installation for the Project segment located from the Schrader to RS28 substations, as depicted in Exhibit 3. City is willing to pay the difference through a combination of: (i) City's grant of perpetual easements for the Project; (ii) relocation of existing City-owned utilities; and (iii) City Aesthetic Program funds.
- L. After examining various alternatives, City and SRP believe that the best route to minimize potential negative impacts to nearby residences and businesses for the Project segment between Schrader and RS28 substations, which incorporates an underground segment, is a route that generally follows the railroad tracks east of Arizona Avenue from the Schrader substation to Chandler Heights Boulevard, then west to Alma School Road, then north to Lake Drive, then southwest on Chaparral Way to Dobson Road before entering the Intel Campus, combining underground and overhead segments. This alignment is generally depicted in Exhibit 3.

- M. SRP and City recognize the significant uncertainty about future requirements for additional electric transmission in South Chandler as industrial growth continues. For the convenience of residents and to avoid additional disruption in residential areas, the Project segments located on Lake Drive and Chaparral Way will include construction of a second duct bank to accommodate future growth. SRP and City will work cooperatively to address future transmission requirements in the area, including the potential completion of the second circuit and duct bank along the Schrader-RS28 alignment identified in Exhibit 3. The cost of future transmission infrastructure is not subject to nor part of this Agreement.
- N. SRP will configure the overhead segments of the Project for up to two circuits, at its cost, to enable future growth in the area.
- O. SRP will file an application with the Arizona Corporation Commission (the "Commission") to seek a CEC for the double circuit 230kV lines and the RS28 substation (collectively the "CEC Application"). SRP intends to file the CEC Application on or about September 27, 2021.

AGREEMENT

NOW THEREFORE, City and SRP agree that the preceding recitals are accurate and incorporated herein by this reference and further agree:

1.0 Permitting and Construction of the Project.

1. As set forth in this Agreement, SRP will seek permits for and will construct, if permitted, the Project in the alignments depicted in Exhibits 2 and 3. SRP will obtain all necessary permits and approvals for the Project including, but not limited to, a CEC through the Arizona Power Plant and Transmission Line Siting Committee (the "Committee") and the Commission.
2. Consistent with this Agreement, City will support SRP's efforts to permit and construct the Project as depicted in Exhibits 2 and 3, and will actively oppose conditions inconsistent with the terms of this Agreement, including with respect to interactions with the community, and by intervening and actively supporting SRP's efforts before the Committee and the Commission and other permitting authorities.
3. SRP will construct the east/west portion of the Project in the alignment depicted in Exhibit 3 including undergrounding from approximately the railroad tracks east of Arizona Avenue, west on Chandler Heights Boulevard to Alma School Road, north on Alma School Road to Lake Drive, west on Lake Drive to Chaparral Way, west on



Page 3

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Chaparral Way to Dobson Road, and on Dobson Road to the Intel Campus contingent upon field verification by SRP of underground utilities as depicted on City plans presented to SRP. In connection with the construction:

- a. SRP will work cooperatively with City to identify the exact easement for the overhead and underground portions of the 230 kV line prior to the completion of engineering design of the 230 kV lines. SRP will locate the underground portion of the Schrader-RS28 segment of the Project in the Chandler Heights, Alma School, Lake Drive, Chaparral Way and Dobson rights-of-way. SRP will work cooperatively with City to identify pole locations on the railroad segments to minimize, as may be practicable, the proximity of the poles to existing residences subject to approval by the Committee and the Commission.
- b. SRP will obtain all easements at its expense that are not part of City right-of-way, except as otherwise provided in Section 2.0.
- c. To the extent reasonably feasible and unless alternative agreements are reached during construction, the portions of the Project not directly related to the construction of electric facilities will be designed and reviewed to meet City requirements for Capital Improvement Projects. City agrees that City will review SRP's civil plans for design and right-of-way permits within 14 business days after final and full submittal by SRP. SRP agrees to address City's comments to ensure compliance with City's regulations and standards. The plans submitted by SRP will include detailed traffic plans, construction processes, and plans to ensure that emergency vehicles can access properties along the construction route including:
 - i. Access to all adjacent land uses, including businesses and offices, along the corridor must be always maintained. If the land use has two or more driveways, solely one driveway may be restricted or closed at a time; if a land use solely has one driveway, solely one-half of the driveway may be closed during business hours.
 - ii. Any driveway closures will be limited to closure periods that do not exceed 72 hours, Monday thru Sunday inclusive.
 - iii. Any restricted access to a driveway due to construction activity within 200 feet of the driveway must have a flagger provided by the contractor to assist traffic using the driveway during construction work hours. Any work within 300 feet of a signalized intersection must have a uniformed police officer present during construction work hours.

- iv. Any open and unprotected trench area must be limited to the active work area by the contractor. An active work area is defined as the area where the contractor is working or is scheduled to work during a given workday.
 - v. Any open trench that is not in an active work area must be protected with either steel plates or temporary chain link fence segments over the trench.
 - vi. Except during active construction, any open trench without steel plates within 6 feet of traffic on a public street must have either concrete Jersey barriers or water filled Jersey barriers between the open trench and the traffic. These Jersey barriers must be connected to the adjacent barriers as recommended by the barricade company.
 - vii. SRP will coordinate its trenching and schedule the undergrounding of the 230kV lines adjacent to the Chandler Traditional Academy on Lake Drive to minimize, to the extent reasonably possible, disruption to school operations.
 - viii. SRP will construct the underground portion of the Project using open trench methods except in locations where it is technically infeasible. SRP will bore under Arizona Avenue for the location of the two duct banks crossing Arizona Avenue.
 - ix. SRP will, after a duct bank is completed and trench is backfilled with cement slurry, perform a T-top pavement replacement followed by an arterial slurry-seal over the entire half-width of the affected roadway. Where trenching affects both directions of travel, SRP will slurry-seal each half-width of roadway a minimum of 200 feet beyond the extent of trenching. City agrees to allow pavement cuts for the Project in pavement that was installed less than two years prior and will waive its right to collect pavement restoration fees for such cuts as permitted under Chandler City Code Sections 46-2.7(C) and (D).
 - x. Except as provided in this subparagraph, City agrees to exempt SRP from seasonal lane closure restrictions to enable timely construction of the underground duct bank. Seasonal lane closure restrictions will continue to apply to active arterial street and roadway intersections.
4. The underground portion of the Project described in paragraph 3 consists of a single duct bank containing eight (8) 8-inch, two (2) 3-inch, and two (2) 2-inch conduits encased in thermal concrete backfill. SRP will install a 2-cable-per-phase 230 kV conductor system with associated communication and sensing cables in the duct bank. On Lake Drive and Chaparral Way, SRP will construct a second duct bank of the



same configuration. The cables for the second duct bank will not be installed at this time.

5. As part of this Agreement and the Project, SRP must not place any pole, infrastructure, or other obstruction that in any way compromises, interferes with, or damages the visibility or aesthetics of the City of Chandler monument and landscaping located near Queen Creek Road and Old Price Road.

2.0 Financial Participation of Chandler

1. Consideration for Project. As consideration for the Project and the undergrounding of 230kV transmission lines for part of the Project, City will provide the following consideration as further described in this Agreement: (i) City's grant of certain permanent easements for the Project; (ii) City's relocation of existing City-owned utilities; and (iii) City's payment by use of certain SRP Municipal Aesthetic Program Funds allocated to City.
2. Easements.
 - a. Permanent Easements. After completion of the joint technical study and assessment as provided in subparagraph 2.2(d) and permitting of the Project, and on or before the date SRP issues its notice to proceed to its contractor for the construction of the Project, City will grant certain permanent easements to SRP for: (i) the underground portion of the Project located in City right-of-way as depicted in Exhibit 3 (the "Underground Easement"); (ii) the overhead portion of the Project located in City right-of-way as depicted in Exhibit 4 ("Right-of-Way Overhead Easement"); and (iii) the overhead portion of the Project located near City-owned real property where City's Water Reclamation Facilities (hereinafter defined) are located ("Water Reclamation Facilities Overhead Easement") (Underground Easement, Right of Way Overhead Easement, and Water Reclamation Facilities Overhead Easement are collectively "Permanent Easements"). City and SRP agree City's grant of the Permanent Easements constitutes additional consideration for the Project and SRP's undergrounding of a portion of the Project and agree that the fair market value of the Permanent Easements is Four Million Five Hundred Thousand Dollars (\$4,500,000). The documents granting the Permanent Easements will be essentially in the forms attached as Exhibit 5 (Underground Easement), Exhibit 6 (Right of Way Overhead Easement), and Exhibit 7 (Water Reclamation Facilities Overhead Easement) respectively.

- b. Underground Easement. The Underground Easement will be 35 feet wide from approximately the railroad tracks east of Arizona Avenue, west on Chandler Heights Boulevard to Alma School Road, north on Alma School Road to Lake Drive, west on Lake Drive to Chaparral Way, west on Chaparral Way to Dobson Road, and on Dobson Road to the Intel Campus.
- c. Right of Way Overhead Easement. The Right of Way Overhead Easement will be 80 feet wide and will be located in City right-of-way for most of the Project. The Right-of-Way Overhead Easement does not apply to the portions of the Project located underground or to an overhead easement described in subparagraph 2.2(d)(i) below located near, on, or that abuts City's Ocotillo Water Reclamation Facility and the Ocotillo Brine Reduction Facility (collectively "Water Reclamation Facilities").
- d. Water Reclamation Facilities Overhead Easement. At, near, or abutting City's Water Reclamation Facilities, the Water Reclamation Facilities Overhead Easement will follow one of two alternative alignments: (i) east of and generally parallel to Old Price Road across City-owned real property where City's Water Reclamation Facilities are located ("East Alignment"); or (ii) at the western edge of Old Price Road ("West Alignment"). Both East and West Alignments may overlap the roadway. The Parties will work cooperatively to select the permanent easement alignment for the portion of the Project abutting the Water Reclamation Facilities after the Parties' reasonable review and consideration of a joint technical study prepared by the Parties at SRP's sole cost.
- i. If the Parties select the East Alignment for the Water Reclamation Facilities Overhead Easement as provided in this subparagraph, SRP will relocate at its sole cost all Water Reclamation Facilities infrastructure and utilities necessary to complete the Project. The Parties will also work cooperatively and agree to a form of overhead easement: (i) the main purpose of which is an "aerial" easement and which includes "islands" to permit poles and other related infrastructure to be physically located on the ground; (ii) that minimizes the size and extent of any easement to limit SRP's intrusion into and conflicting use of City's Water Reclamation Facilities; (iii) that permits City the full and beneficial use of the easement where City's use does not unreasonably interfere or conflict with SRP's transmission lines; and (iv) this overhead easement (80 feet wide in total) extends 50 feet west over Old Price Road right-of-way and a maximum of 30 feet east over the City-owned parcel for the Water Reclamation Facilities. These easement limits are measured from the eastern right-of-way boundary for Old Price Road. City will grant the Water Reclamation



Facilities Overhead Easement in a form substantially similar to Exhibit 7 attached.

- ii. If the Parties select the West Alignment, City will grant SRP a Right-of-Way Overhead Easement in Old Price Road and a 30-foot wide (as measured from the eastern right-of-way boundary for Old Price Road) temporary construction easement in the form attached as Exhibit 9 on the east side of Old Price Road for the duration of the Project. City and SRP will work cooperatively to amend the form of easement attached to reflect the temporary need.

3. Aesthetics Funds and Utility Relocations

- a. Upon execution of this Agreement, City will contribute through commitment of its SRP Municipal Aesthetics Program allocated funds, a total not-to-exceed amount of Nineteen Million Five Hundred Thousand Dollars (\$19,500,000) as follows:
 - i. Seven Million Two Hundred Fifty Thousand Dollars (\$7,250,000) from currently available aesthetics funds.
 - ii. A not-to-exceed amount of Twelve Million Two Hundred Fifty Thousand Dollars (\$12,250,000) in Aesthetics Advanced Funding from City's future aesthetics allocations. City's future annual allocations will be applied as payment towards the advanced funding amount until the advanced funding balance is repaid in full. Based on City's average annual Aesthetics Program allocations, the Parties anticipate that City will be able to repay the Aesthetics Advanced Funding balance within six (6) years of the Effective Date.
- b. City's Nineteen Million Five Hundred Thousand Dollars (\$19,500,000) of Aesthetics Funds will be applied as follows:
 - i. City will fund the cost difference between overhead and underground construction of the transmission lines (without consideration of the cost for moving utilities as discussed in subparagraph 2(b)(ii) below) through City's SRP Municipal Aesthetics Program allocated funds. SRP and City agree that such cost difference (net of the fair market value of the permanent easements) is Twelve Million Five Hundred Thousand Dollars (\$12,500,000).
 - ii. For the portion of the Project to be undergrounded on Chandler Heights, Alma School, Lake Drive, Chaparral Way and Dobson roads within the dedicated



easement area, as depicted in Exhibit 3, City will, at City's expense, relocate or abandon existing City-owned underground utilities as may be necessary to provide to SRP an easement of approximately 35 feet in width, which is clear of City-owned underground utilities and obstructions. Where no feasible alternative exists, utility lines will be permitted to cross over SRP's 230kV lines in City right-of-way. City may apply City's committed Aesthetics Program Funds allocation in an amount not-to-exceed Seven Million Dollars (\$7,000,000) to reimburse City for City's underground utility relocation costs associated with the Project. City and SRP mutually agree to locate underground utilities in City right-of-way to minimize the need to relocate private facilities and obstructions. City will not be responsible to relocate utilities not owned by City. All City-owned underground utilities and obstructions will be cleared or abandoned in place no later than twelve (12) months following final approval of the Project CEC. City is responsible for City's underground utility relocation costs greater than Seven Million Dollars (\$7,000,000.00).

- c. Reimbursement for underground utility relocations cost applies solely to like-for-like relocations and excludes any form of betterment to City's utilities.
- d. SRP will issue a purchase order to City in the amount of Seven Million Dollars (\$7,000,000) for future payment of City underground utility relocation costs. Upon accumulation of City's underground utility relocation costs up to the amount described in subparagraph 2(b)(ii) above, City will submit a single invoice to SRP for reimbursement. The invoice will include sufficient auditable documentation of City's costs to demonstrate the costs incurred are those necessary to relocate City's underground utilities in support of this Project. Documentation will include contractor and vendor invoices and payment(s) made by City to such contractors and vendors. Vendor and contractor invoices will reference scope documents sufficient to demonstrate the costs are associated with City underground utility relocation costs. City proof of payment is required for consideration of reimbursement from City's Aesthetics Funds.
- e. To make the Seven Million Two Hundred Fifty Thousand Dollars (\$7,250,000) in Aesthetic Funds available for the Project, City agrees City will not seek Aesthetic Funds for current (as of July 1, 2021) or future projects that are eligible for Aesthetic Funds until the Advanced Funding balance is repaid in full.
- f. SRP will not require City to utilize City's Aesthetics Funds to repay the Seven Hundred Two Thousand One Hundred Sixty Dollars and Seventy-Eight Cents (\$702,160.78) in previously incurred SRP design costs associated with the



remaining canceled 12kV distribution projects that resulted from the Price Road Corridor agreement as listed in Exhibit 8.

3.0 Henshaw to RS28 230kV Lines

SRP agrees that the double circuit 230kv line from the Henshaw substation to the Intel property will be located on the Old Price Road alignment, subject to approval by the Commission, if there are no obstructions that prevent standard overhead construction techniques from being utilized at the time the line is to be built and the right of way is available at a cost comparable to other installation alternatives. City agrees to support the Old Price Road route with all community stakeholders and landowners along the route.

4.0 Agreement Term

This Agreement begins on the Effective Date and will have a term that ends on completion of Project construction and payment by Chandler as set forth in this Agreement.

5.0 Additional Provisions

1. With this Project, SRP is making a one-time exception to its Municipal Aesthetics Fund policies to fund 230kV undergrounding costs and utility relocation costs incurred by City. SRP makes this exception recognizing underground 230kV installations have limited flexibility to avoid existing utilities. SRP and City recognize the unique technical constraints applicable to this Project. The waiver of policies by either party under this Agreement and Project solely applies to this Agreement and Project and does not constitute a waiver of or change to either party's ongoing policies.
2. This Agreement and the exception to SRP's Municipal Aesthetics Fund policies are subject to approval by its Board of Directors. This Agreement is subject to the approval the Chandler City Council and conditioned on the approval of the Project CEC by the Commission.
3. Notices under this Agreement may be sent by email, US Mail, or hand delivery to:

If to City:
City of Chandler, Attn: City Manager
Post Office Box 4008, MS 605
Chandler, AZ 85244-4008
Email: josh.wright@chandleraz.gov

With a copy to:

Chandler City Attorney Office
Attn.: Chandler City Attorney
Post Office Box 4008, MS 602
Chandler, AZ 85244-4008
Email: legal.notices@chandleraz.gov

If to SRP:

Salt River Project Agricultural Improvement and Power District
Attn: Senior Director Power Delivery
1500 North Mill Avenue
P.O. Box 52025
Phoenix, Arizona 85072
Email: Chris.janick@srpnet.com

With a copy to:

Salt River Project Agricultural Improvement and Power District
Attn: Chief Legal Executive
1500 North Mill Avenue
P.O. Box 52025
Phoenix, Arizona 85072
Email: Michael.o'connor@srpnet.com

4. If any provision of this Agreement is declared void or unenforceable, such provision will be deemed severed from this Agreement and this Agreement will otherwise remain in full force and effect. Notwithstanding the foregoing sentence, however, this Agreement will retroactively be deemed reformed to the extent reasonably possible in such a manner so that the reformed Agreement provides essentially the same rights and benefits (economic and otherwise) to City and SRP as if such severance and reformation were not required. City and SRP further agree, in such circumstances, to do all acts and to execute all amendments, instruments, and consents necessary to accomplish and to give effect to the purposes of this Agreement, as reformed. If the Agreement cannot be retroactively reformed in such a way that it provides essentially the same rights and benefits to City and SRP then either City or SRP may terminate the Agreement without further rights or liabilities to the other than those that expressly survive termination.
5. In the event it becomes necessary for either City or SRP to employ legal counsel or to bring an action at law or other proceedings for the other party's material breach of the terms, covenants, or conditions of this Agreement, the non-prevailing party will pay the prevailing party's reasonable expenses, including, but not limited to, expert



witness fees, court costs, litigation and appeal expenses, and reasonable attorney fees incurred because of the material breach.

6. This Agreement and all exhibits thereto constitute the entire agreement between City and SRP regarding its subject matter. All prior and contemporaneous agreements, representations, and understandings of City and SRP, oral or written, are hereby superseded and merged herein. In the event of a conflict between the text of this Agreement and the attached or incorporated Exhibits, the text of this Agreement will control. A conflict among the incorporated Exhibits will be resolved by the more specific Exhibit over the more general Exhibit unless the context explicitly requires otherwise.

Exhibit 1 – Schrader and Henshaw Substation Existing Location

Exhibit 2 – 230 kV transmission line alignment Henshaw to RS28 (north/south portion)

Exhibit 3 – 230 kV transmission line alignment Schrader to RS28 (east/west portion)

Exhibit 4 – Depiction of Particular Permanent Easement

Exhibit 5 – Permanent Underground Easement form

Exhibit 6 – Permanent Right-of-Way Overhead Easement form

Exhibit 7 – Permanent Water Reclamation Facilities Overhead Easement form

Exhibit 8 – Remaining Canceled 12kV Distribution Projects from the Price Road Corridor Agreement.

Exhibit 9 – Temporary Construction Easement form (if necessary, to construct West Alignment)

7. The descriptive headings of the paragraphs of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

8. Arizona Revised Statutes sec. 38-511 applies to this Agreement.

Signed with an Effective Date of June 24, 2021.

**Salt River Project Agricultural Improvement
and Power District**

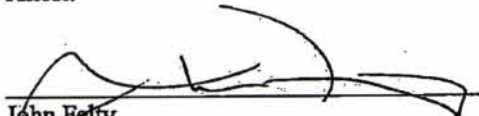

By Chris Janick
Its Sr. Director - Power Delivery



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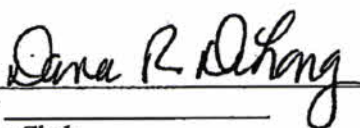
Attest:


John Felty
Corporate Secretary

City of Chandler, an Arizona municipal corporation

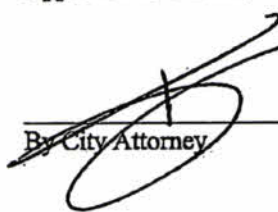

By Mayor Kevin Hartke
Mayor

Attest:


By _____
City Clerk



Approved as to form:


By City Attorney

MB



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Exhibit 1
Schrader and Henshaw Substation Existing Location



10/1/03

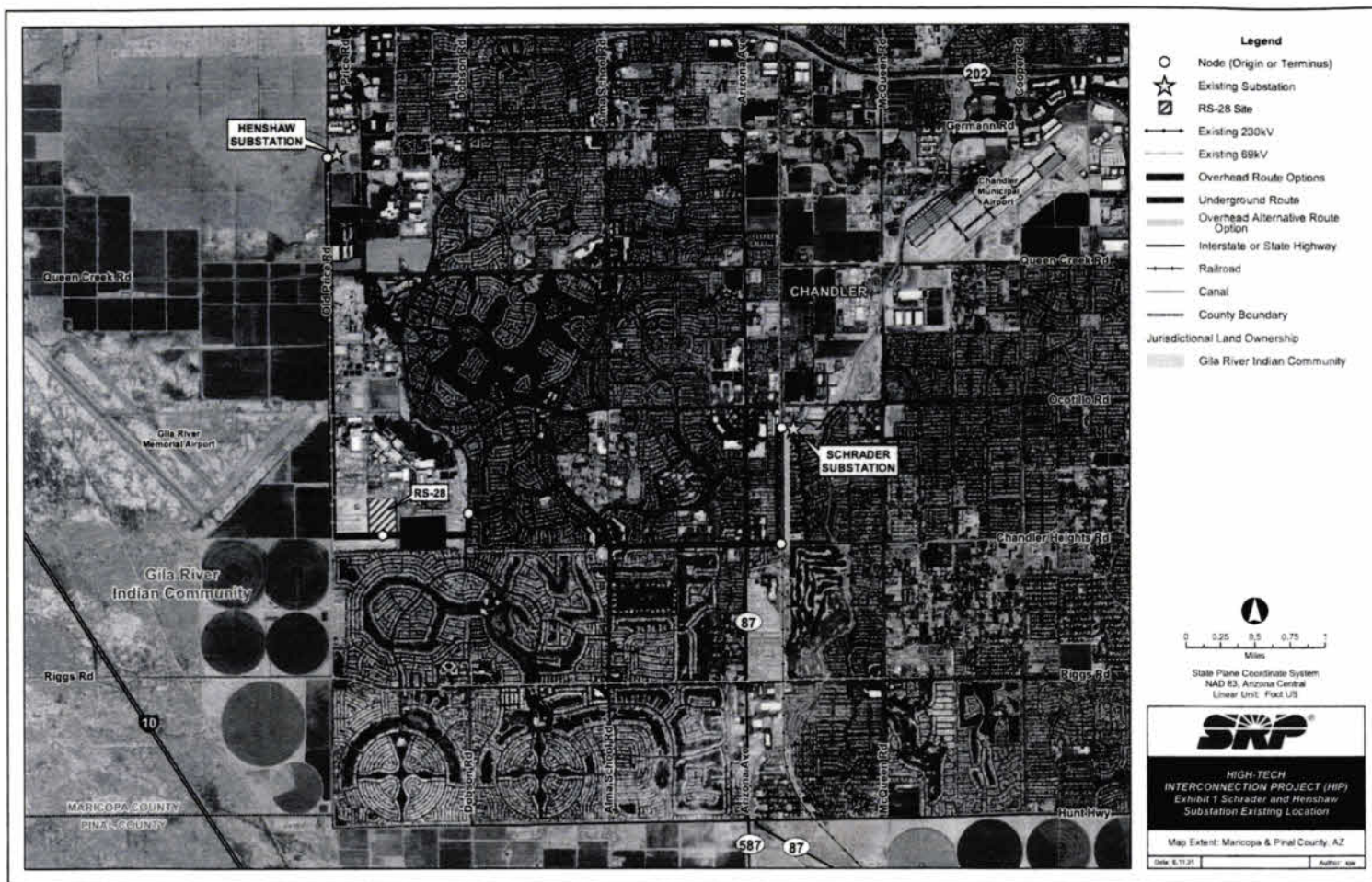


Exhibit 2

230 kV transmission line alignment Henshaw to RS28 (north/south portion)

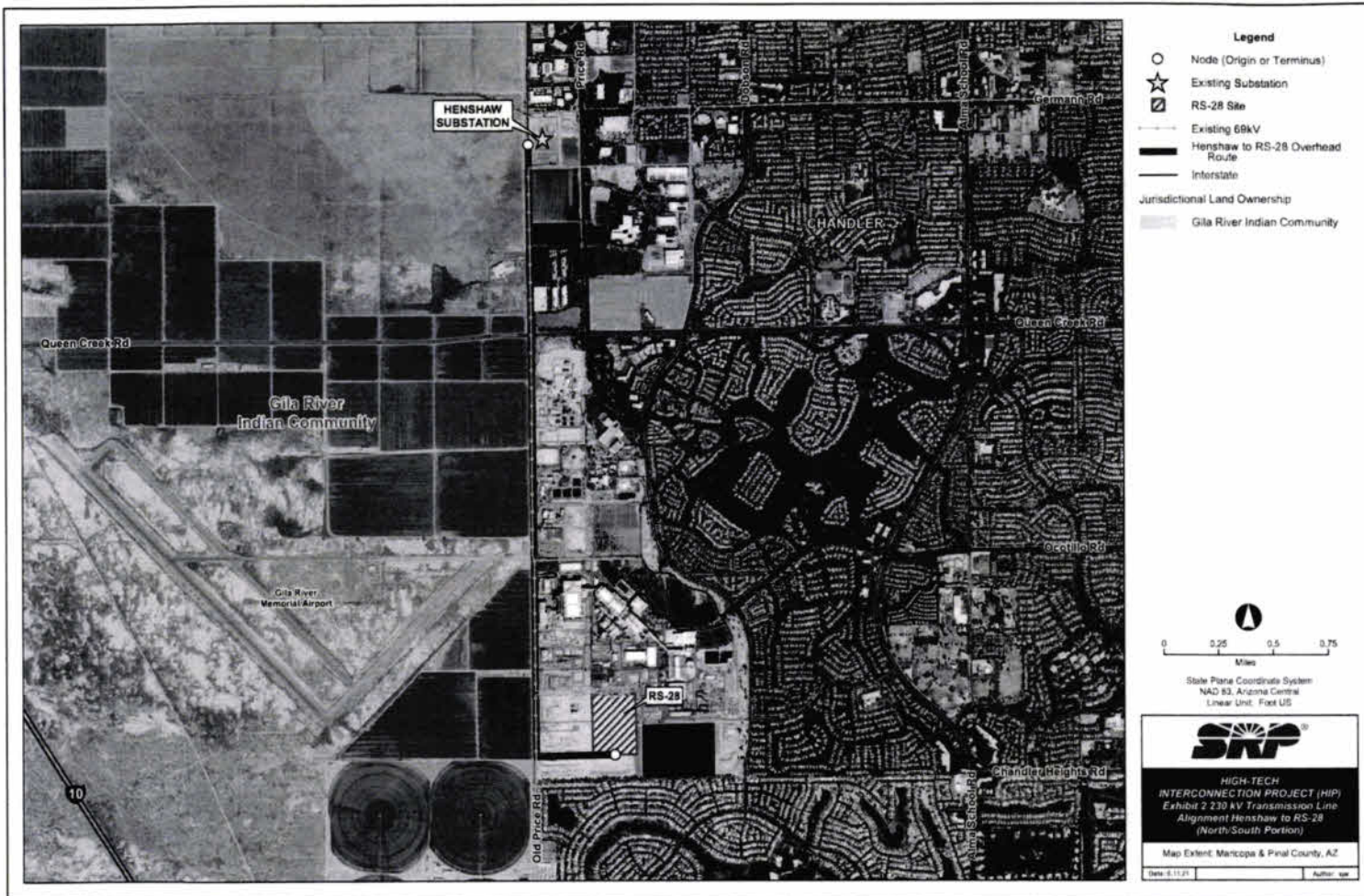


Exhibit 3

230 kV transmission line alignment Schrader to RS28 (east/west portion)

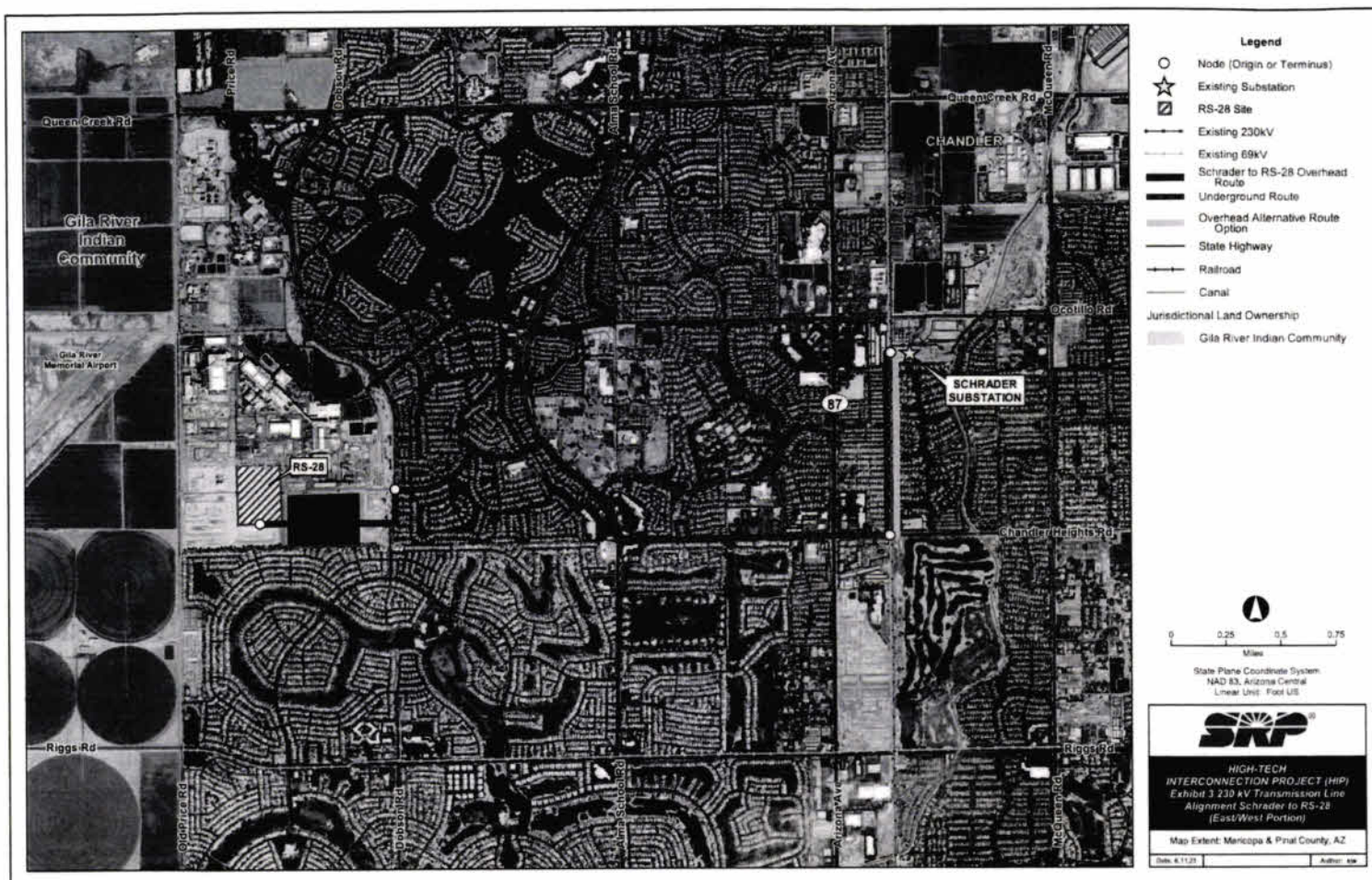


Exhibit 4
Depiction of Particular Permanent Easement

Queen Creek Rd

Gila River
Indian Community



HIGH-TECH
INTERCONNECTION PROJECT (HIP)

Exhibit 4A Water Treatment Facility
Easement Option 1

Map Extent: Maricopa County, AZ

Date: 6.12.21

Author: SRP

Legend

Existing 69kV

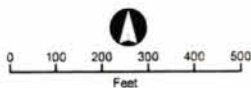
Gila River Indian Community

Option 1

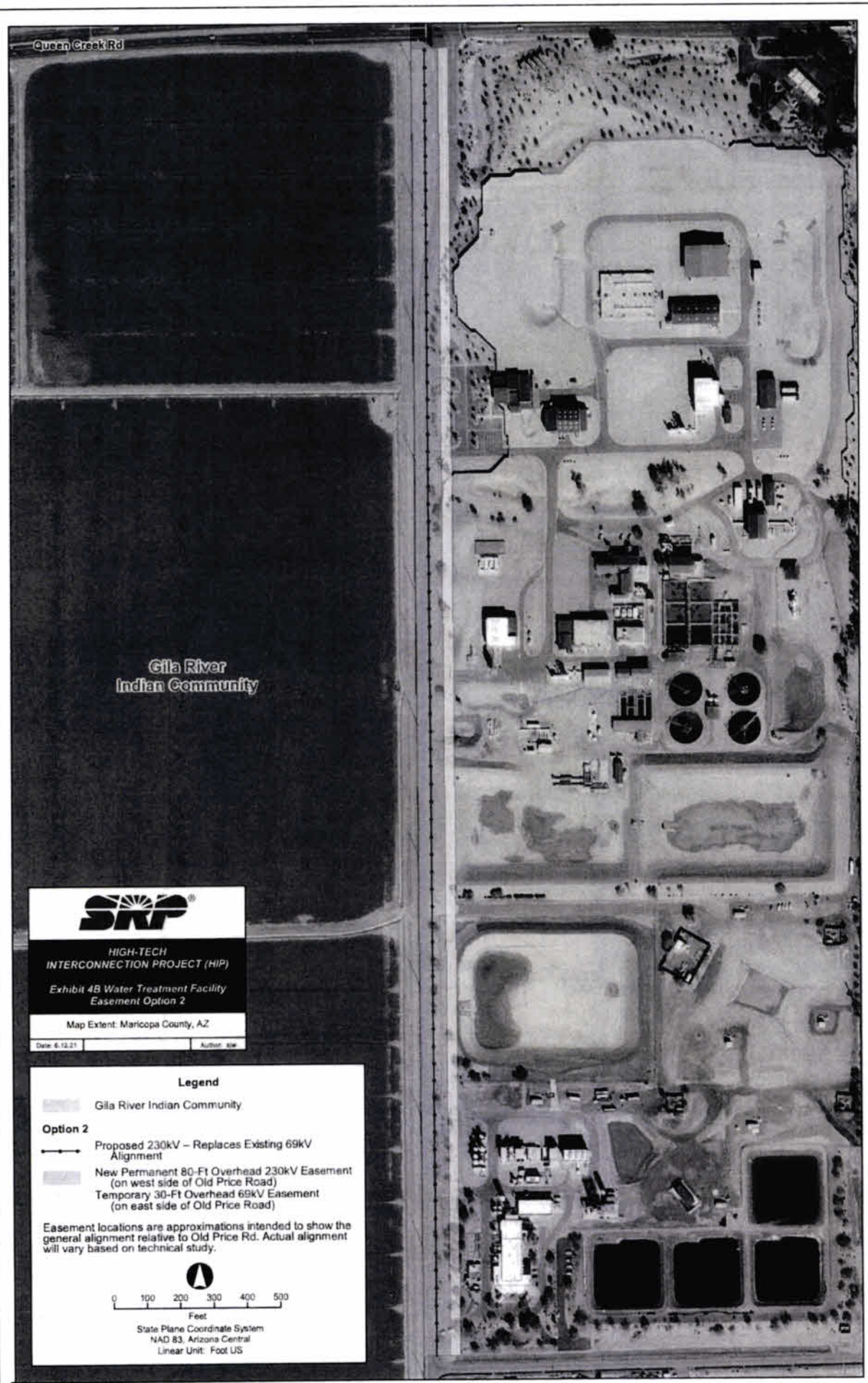
Proposed 230kV - Approximate Alignment

New Permanent 80-Ft Overhead 230kV Easement
(on east side of Old Price Road)

Easement locations are approximations intended to show the
general alignment relative to Old Price Rd. Actual alignment
will vary based on technical study.



State Plane Coordinate System
NAD 83, Arizona Central
Linear Unit: Foot US



Queen Creek Rd

Gila River
Indian Community



HIGH-TECH
INTERCONNECTION PROJECT (HIP)

Exhibit 4B Water Treatment Facility
Easement Option 2

Map Extent: Maricopa County, AZ

Date: 6-12-21

Author: SRP

Legend

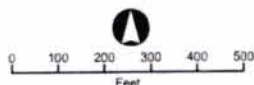
Gila River Indian Community

Option 2

Proposed 230kV – Replaces Existing 69kV
Alignment

New Permanent 80-Ft Overhead 230kV Easement
(on west side of Old Price Road)
Temporary 30-Ft Overhead 69kV Easement
(on east side of Old Price Road)

Easement locations are approximations intended to show the
general alignment relative to Old Price Rd. Actual alignment
will vary based on technical study.



State Plane Coordinate System
NAD 83, Arizona Central
Linear Unit: Foot US

Exhibit 5
Permanent Underground Easement Form

WHEN RECORDED MAIL TO:

SALT RIVER PROJECT
Land Department/PAB400
P. O. Box 52025
Phoenix, Arizona 85072-2025

**AFFIDAVIT EXEMPT PURSUANT TO
A.R.S. §§ 11-1134(A)(2) and (A)(3)**

UNDERGROUND POWER EASEMENT
(XXXXXXXXXXXXXX)

Maricopa County
Section 6, T2S, R5E

Agt: WMJ
Job: XXXXXXXXXXXX

**City of Chandler,
an Arizona 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, and its successors and assigns, hereinafter called "Grantee", for use by Grantee and Grantee's agents, employees, contractors, co-owners, participants, and permittees, an 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" defined below), to construct, install, reconstruct, replace, remove, repair, operate and maintain underground conduits, conductors, pipes, cables, wires, fiber optic, concrete encasement, vaults, pads, switching equipment, enclosures, manholes and transformers and all other appliances, appurtenances and fixtures for the transmission and distribution of electricity, communication signals and data, and for all other purposes connected therewith (collectively "Facilities") at such locations and elevations, in, upon, over, under, across 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 Easement Parcel.

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:

Easement Parcel:

See Exhibit A attached hereto and 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 and Grantee agree that this Underground Power Easement shall be governed by the following terms and conditions:

1. Grantor shall maintain a Grantee approval area that consists of the portion of the subsurface of the Easement Parcel beginning at the bottom limit of the aggregate base course (ABC) for the road pavement, not to exceed twenty inches (20") below ground level, and ending at two feet (2') below the lowest point of the Facilities (the "Grantee Approval Area"). Grantor shall not, whether directly or indirectly through the granting of permission, install improvements or perform any other construction activities within the Grantee Approval Area without Grantee's prior written consent, which will not be unreasonably withheld, conditioned or delayed. Without limiting Grantee's consent rights hereunder, it shall be deemed reasonable for Grantee to withhold such consent if the proposed improvements or construction activities (A) are within the two-foot area located above or below of the Facilities, (B) are not installed perpendicular to the Facilities, or (C) are installed within sixty feet of the splice vaults. Grantor shall provide, or require applicant to provide, Grantee with the following minimum information to allow Grantee to review any proposed utility crossings within the Grantee Approval Area: (T) type of utility, (U) size and planned minimum depth of the proposed utility, (V) pipe and conduit material, (W) whether the proposed utility is a heat generating facility, (X) pressure of the proposed utility, (Y) the construction methodology, and (Z) location of crossing. Notwithstanding the foregoing, Grantor may perform, or authorize other public utilities to perform soft digging within the Grantee Approval Area for the purpose of locating the Facilities, provided that a representative of Grantee is on-site for such soft digging.

2. Consistent with Grantee's approval rights set forth in the previous paragraph, Grantee hereby approves the existing utilities listed on Exhibit B (attached hereto and made a part hereof), as described and depicted in those certain City of Chandler XXXXXX Road Utility Relocation Plans, City Project No. XX-XXXXXXX, Wilson Engineers Project No. XXXXXX, dated XXXXX 20XX ("Relocation Plans").

3. Grantor acknowledges that Grantee intends to install the same type of Facilities approved through City of Chandler Encroachment Permit No. XXXXXX, issued on XXXXX X, 20xx, SRP Job No. XXXX () within the Easement Area (the "Installation Work"). Based on Grantor's knowledge of the Installation Work and the location of the Easement Parcel, Grantor has determined that the Installation Work will have minimal impact on the adjacent drainage area. Grantor, therefore, agrees that no drainage report or mitigation work will be required for Grantor's approval of and issuance of any permits for the Installation Work.

4. Except as expressly set forth herein, Grantor shall not construct, install or place, or permit to be constructed, installed or placed any building or other structure, plant any additional trees, drill any well, store materials of any kind, or alter ground level by cut or fill, to a depth not to exceed eight inches above or below existing grade, within the area of the Easement Parcel. Any landscape restoration associated with the Installation Work shall not include any trees or any other improvements which violate the provisions of this paragraph.

5. Subject to the provisions set forth herein, Grantor reserves the right to use and occupy the Easement Parcel for any purpose consistent with the rights and privileges herein granted and which will not interfere with or endanger any of the Facilities or the use thereof. Grantor and Grantee acknowledge that the Facilities shall be installed within Grantor's existing right-of-way and, in some instances, at the option and discretion of Grantee, may cross over other existing utilities, including but not limited to existing utilities of Grantor located within the Grantee Approval Area, as described and depicted in the Relocation Plans, or as otherwise approved by Grantee in accordance with the requirements of paragraph 1 of this instrument

("Authorized Utilities"). Notwithstanding Grantee's rights within the Grantee Approval Area, Grantor may perform, or may authorize a public utility to perform, construction and maintenance activities on the Authorized Utilities within the Grantee Approval Area, provided that all such construction or maintenance activities comply with all the requirements set forth in this paragraph. The following requirements shall apply to construction and maintenance activities within the Grantee Approval Area: (a) no construction or maintenance activities shall be performed within (i) the five-foot area horizontally adjacent to, (ii) the two-foot area above, (iii) the two-foot area below, or (iv) the area between the concrete encasements in which the duct banks are located, (b) any thermal backfill disturbed by construction or maintenance activities shall be replaced with Grantee approved thermal rated backfill, and (c) Grantor shall provide prior notification to, and coordination with Grantee before undertaking or authorizing, as applicable, any construction or maintenance activities within the Grantee Approval Area. Prior to authorizing any third party to conduct work within the Grantee Approval Area, Grantor shall obtain such party's agreement to comply with the above requirements. Grantor further agrees that Grantor shall not (y) install, or authorize the installation of, any utilities within the Easement Area parallel to the Facilities, or (z) perform or authorize construction or maintenance activities within the Easement Area that adversely impact the Facilities or Grantee's access thereto.

6. 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.

7. Any and all Grantee construction activities within the XXXXX Road or XXXXX Road rights-of-way will comply with City of Chandler ordinances, rules and regulations pertaining to the conduct of construction activities within City right-of-way, to the extent applicable. After the construction and installation of the Facilities within the Easement Parcel, the City of Chandler will issue a blanket annual City Authorization for all Grantee maintenance activities within the Easement Parcel. If there is a conflict between this Underground Power Easement (including, without limitation, the right to access the Facilities) and any permit or other City Authorization issued after construction with respect to the Facilities or the Easement Parcel, the terms and provisions of this Underground Power Easement will control, provided, however, that Grantee shall not allow other parties to use the Easement Parcel for the installation of additional Facilities for such other parties' use, whether jointly or separately from Grantee, unless such other parties comply with applicable City ordinances and permit and/or licensing requirements. "City Authorization" means any instrument, whether denominated as a permit, a license, or otherwise, by which the City authorizes a person or entity to use the City right-of-way.

8. Grantee will be responsible (at Grantee's sole cost and expense) for maintaining and repairing the Facilities in a good, safe, clean, and commercially reasonable condition and in accordance with all applicable laws. Grantee agrees not to unreasonably disturb Grantor's use of the Easement Parcel during any such maintenance or repairs. In connection with any work performed by or on behalf of Grantee under this Easement, Grantee agrees (at Grantee's sole cost and expense) (i) to repair or replace any damaged Grantor improvements located within the Easement Parcel, including, without limitation, pavement, sidewalks, and landscaping (softscape and hardscape) in a commercially reasonable manner, and (ii) to perform all such work free and clear of any mechanics' or materialmen's liens.

9. The easement and other rights granted to Grantee hereunder, shall be perpetual, and shall not terminate until, and unless abandoned through the recordation of a document executed and acknowledged by Grantee specifically terminating this instrument. Upon such recordation, 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 termination. To induce Grantee to accept this instrument and the easement granted herein for the installation of the Facilities, Grantor warrants that this instrument creates a permanent easement for the construction, installation, reconstruction, replacement, removal, repair,

operation, and maintenance of the Facilities. If Grantor requires Grantee to relocate or modify the Facilities, Grantor will (i) pay and/or reimburse Grantee any and all costs incurred for such relocation or modification and (ii) provide a reasonable new location for the Facilities, and easement rights therefor, that meets the standards set forth in this instrument. Notwithstanding anything in this instrument, or laws, statutes, ordinances, rules, or regulations to the contrary, the City of Chandler, or any successor in interest, including without limitation any subsequent "Grantor" under this instrument, shall allow Grantee to abandon the Facilities in place within the Easement Parcel, and not require their removal. Grantor acknowledges that the Facilities are being located within public right-of-way at the request of Grantor, and that Grantee materially relied on the provisions of this paragraph in agreeing to Grantor's request. Grantee acknowledges that Grantor relocated its facilities to pass underneath Grantee's Facilities at the request and direction of Grantee.

10. The benefits and burdens, and the covenants and agreements herein set forth shall run with and burden the land and shall extend and inure in favor and to the benefit of, and shall be binding on Grantor and Grantee and their successors and assigns. Grantee shall have the right to assign the Easement, in whole or in part, to one or more assignees and, upon the assignment, any such assignee hereby assumes the rights and obligations of the Grantee hereunder with respect to the portion of the Easement assigned.

11. The provisions of this Underground Power Easement are not intended to and do not constitute a grant, dedication, or conveyance for public use of the Easement Parcel. The rights herein created are private and for the benefit only of Grantor and Grantee and their successors and assigns.

12. The rights and remedies hereunder are cumulative, and the exercise of any one or more of such rights or remedies shall not preclude the exercise, at the same or different times, of any other right or remedy available.

13. When this Easement will be used by Grantee in place of an existing overhead easement located in Grantor's right-of-way and which is used for the transmission and distribution of electricity ("Existing Overhead Easement"), Grantee will convey to Grantor simultaneously with the grant of this Easement Grantee's interests and rights in the Existing Overhead Easement as additional consideration for this Easement. In addition, except for any Facilities Grantor may permit to be abandoned in place, Grantee agrees to remove any Facilities in the Existing Overhead Easement at Grantee's sole cost.

[Signatures appear on following page]

Final Exhibit 5 Underground Power Easement Dated 6-23-2021 230 PM

IN WITNESS WHEREOF, the **City of Chandler, an Arizona municipal corporation** has caused this instrument to be executed by its duly authorized representative(s), this ____ day of _____, 2021.

**City of Chandler
an Arizona municipal corporation**

ATTEST:

Clerk

By _____
Kevin Hartke, Mayor

APPROVED AS TO FORM:

City Attorney

STATE OF ARIZONA)
) ss
County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by Kevin Hartke, Mayor of the City of Chandler, an Arizona municipal corporation, on behalf of such corporation.

Notary Public

My commission expires:

Signature page to Agreement and Grant of Underground Power Easement, City of Chandler to SRP.

EXHIBIT A

Legal Description of Easement Parcel

[consisting of ____ pages]

EXHIBIT B

Existing Utilities with the Grantee Approval Area

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.

Exhibit 6
Permanent Right-of-Way Overhead Easement Form

WHEN RECORDED MAIL TO:

SALT RIVER PROJECT

Land Department/PAB350

PO Box 52025

Phoenix, Arizona 85072-2025

**AFFIDAVIT EXEMPT PURSUANT TO
A.R.S. §§ 11-1134(A)(2) and (A)(3)**

HIGH VOLTAGE EASEMENT (Chandler Right of Way Overhead Easement)

Maricopa County
Parcel # Price Road R/W
NW4 Sec. 6, T2S, R5E

R/W #: Agt: WMJ
Job # xxxx Corridor
W _____ C _____

**City of Chandler,
an Arizona municipal corporation,**

hereinafter called Grantor, for and in consideration of the sum of Ten Dollars and other valuable consideration, the receipt and sufficiency of which are 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, hereinafter called Grantee, and Grantee's employees, contractors, co-owners, participants, licensees, invitees, successors and assignees, a non-exclusive easement to construct, install, reconstruct, replace, remove, repair, operate and maintain: a line or lines of poles, towers, or other supporting structures; conductors, cables, wires, communication and signal lines; guys, anchorage, crossarms, braces, transformers, vaults, manholes, and pad-mounted equipment; underground conduits, conductors, pipes, cables, wires; fiber optic, microwave, and antennae for communication or data transmission purposes; and other appliances, appurtenances, and fixtures (collectively, "Facilities") for the transmission and distribution of electricity, communication signals and data, and for all other purposes connected therewith at such locations and elevations in, upon, over, under, across, through and along the Easement Parcel (defined below), as Grantee may now or in the future deem convenient or necessary from time to time, together with the right of vehicular and pedestrian access to, from, over, across, and along the Easement Parcel, including at any intersection of the Easement Parcel and a public road or right of way (collectively, the "Easement").

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

Grantor's Property:

***SEE EXHIBIT "A", attached hereto, and
incorporated herein with this reference.***

Easement Parcel:

The vertical space (air space) above Grantor's Property beginning at an elevation of fifteen (15) feet ("Aerial Easement") and the ground area located within the full easement width on Grantor's Property ("Ground Easement"), and which are in Grantor's right-of-way for a total width of eighty (80) feet (collectively the "Easement Parcel")

CAUTION: Facilities placed within the Easement Parcel may contain high voltage electrical equipment. Notice is given that the location of underground electrical conductors and other facilities must be verified as required by the Arizona Blue Stake Law, A.R.S. Sections 40-360.21-32, prior to any excavation. Notice is also given that any activity performed within the Easement Parcel shall comply with the Arizona Overhead Powerline Safety Law, A.R.S. Sections 40-360.41-45.

The Easement is governed by the following terms and conditions:

1. Use by Grantor or Third Parties. Grantor reserves the right to use and occupy the Easement Parcel for any purposes which will not interfere with the rights and privileges granted to Grantee hereunder or endanger the Facilities, in compliance with the requirements and obligations set forth in this instrument. Such right to use and occupy the Easement Parcel includes the right to dedicate any portion of the Easement Parcel for perpendicular crossing(s) of public rights-of-way, subject to Grantor's compliance with the requirements of this instrument. Grantee shall not allow other parties to use the Easement Parcel for the installation of additional Facilities for such other parties' use, whether jointly or separately from Grantee, unless such other parties comply with applicable City ordinances and permit and/or licensing requirements.
2. Use Approval Procedures. Grantor may, with the prior written consent, which may be granted or denied through the exercise of Grantee's reasonable discretion, use (or permit third party use of) the Easement Parcel for specific purposes, provided that it shall be deemed reasonable for Grantee to deny or condition such use to (i) prevent or minimize any actual or potential conflict with the Facilities or access thereto, or (ii) comply with all other terms and conditions of this instrument. Prior to the commencement of any construction or development activity on, or any other use of the Easement Parcel, Grantor or Grantor's permittee or licensee, as applicable, shall provide Grantee with plans describing the proposed use. Such plans shall include without limitation all construction and other development plans showing all proposed improvements to be located within, and activities to be conducted on the Easement Parcel, or any proposed alterations thereto. Any Grantee consent to the use of the Easement Parcel shall be documented in writing and is hereby subject to all such uses complying with Grantee's clearance, access, and construction standards, as well as National Electrical Safety Code (NESC), Arizona law, Federal law (including OSHA), and all other applicable rules, codes or regulations.
3. Development Standards. Unless agreed to in writing in each instance, the entirety of the Easement Parcel shall be drivable by Grantee's line maintenance vehicles. Any and all below-ground

facilities located within the Easement Parcel shall be designed to meet Grantee's then current minimum loading standards. As of the recordation date, such below-ground facilities must be designed to withstand a minimum loading of 320 pounds per square inch (PSI) applied to the ground surface under a crane outrigger pad measuring 27 inches in diameter. Notwithstanding anything herein to the contrary, under no circumstances may any use of the Easement Parcel (by Grantor or any third party) interfere with Grantee's right and ability to construct, access, maintain and use the Facilities, or endanger any of the Facilities or the use thereof.

4. Prohibited Activities. Without limiting Grantee's approval rights under paragraph 2 above: (i) 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, alter the ground level, or allow the installation of utilities or private or public roadways within the Easement Parcel, or its associated airspace; and (ii) no plants may be installed within the Easement Parcel unless such plants are on Grantee's list of plants approved for use within easements. Notwithstanding the provisions of this paragraph 4, Grantor may obtain prior written approval from Grantee, in accordance with the requirements of paragraph 2, to grade within the limits of the Easement Parcel.

5. Fences. Grantee, at its expense, may construct, modify, and maintain access openings and gates at such locations and of such dimensions as determined by Grantee in consultation with Grantor, in all existing fences and walls across or within the Easement Parcel. If Grantor constructs fences or walls across the Easement Parcel, Grantor shall, at its expense, provide Grantee with openings at locations and of such dimensions as determined by Grantee in consultation with Grantor. Grantor, at its expense, may install gates across such openings and, if such gates are locked, shall install a multiple locking device, accessible by both Grantor and Grantee. Nothing set forth in this paragraph 5 restricts or otherwise modifies Grantee's approval rights under paragraph 2, and Grantor shall obtain prior written approval for any proposed fences and walls within the Easement Parcel.

6. Vegetation. Grantee shall have the right (but not the obligation) to trim, cut and clear away trees, brush or other vegetation on, or which encroaches into, the Easement Parcel, whenever in its judgment the same shall be necessary for Grantee's use, operation or maintenance of, or access to the Facilities, or for safety or system reliability reasons.

7. Relocation of Grantee's Facilities. If Grantor requires Grantee to relocate or modify the Facilities, Grantor will (i) pay and/or reimburse Grantee any and all costs incurred for such relocation or modification and (ii) provide a reasonable new location for the Facilities, and easement rights therefor, that meets the standards set forth in this instrument

8. Perpetual Nature of Easement. This Easement and Grantee's rights hereunder, shall be perpetual, and shall not terminate until and unless abandoned through the recordation of a document formally abandoning the Easement, which references this instrument and is executed and acknowledge by Grantee. Upon such recordation, 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.

9. Successors and Assigns. The benefits and burdens, and the covenants and agreements herein set forth shall run with and burden the land and shall extend and inure in favor and to the benefit of, and shall be binding on Grantor and Grantee and their successors and assigns. Grantee shall have the right to assign the Easement, in whole or in part, to one or more assignees and, upon the assignment,

any such assignee hereby assumes the rights and obligations of the Grantee hereunder with respect to the portion of the Easement assigned.

10. Rights and Remedies Cumulative. The rights and remedies hereunder are cumulative, and the exercise of any one or more of such rights or remedies shall not preclude the exercise, at the same or different times, of any other right or remedy available.

11. Additional Consideration for Easement. When this Easement will be used by Grantee in place of an existing overhead easement located in Grantor's right-of-way and which is used for the transmission and distribution of electricity ("Existing Overhead Easement"), Grantee will convey to Grantor simultaneously with the grant of this Easement Grantee's interests and rights in the Existing Overhead Easement as additional consideration for this Easement. In addition, except for any Facilities Grantor may permit to be abandoned in place, Grantee agrees to remove any Facilities in the Existing Overhead Easement at Grantee's sole cost.

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY.

IN WITNESS WHEREOF, the **City of Chandler, an Arizona municipal corporation** has caused this instrument to be executed by its duly authorized representative(s), this ____ day of _____, 2019.

City of Chandler
an Arizona municipal corporation

Attest:

City Clerk

By _____
Kevin Hartke, Mayor

Approved as to form:

City Attorney

STATE OF ARIZONA)
) ss
County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by Kevin Hartke, Mayor of the City of Chandler, an Arizona municipal corporation, on behalf of such corporation.

Notary Public

My commission expires:

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 OF GRANTOR'S PROPERTY

Exhibit 7

Permanent Water Reclamation Facilities Overhead Easement Form

WHEN RECORDED MAIL TO:

SALT RIVER PROJECT

Land Department/PAB350

PO Box 52025

Phoenix, Arizona 85072-2025

**AFFIDAVIT EXEMPT PURSUANT TO
A.R.S. §§ 11-1134(A)(2) and (A)(3)**

HIGH VOLTAGE EASEMENT (City of Chandler Water Reclamation Facilities)

Maricopa County

Parcel #

[SE4] Sec. , T , R

R/W #: Agt:

Job #

W _____ C _____

CITY OF CHANDLER, ARIZONA, an Arizona municipal corporation, hereinafter called Grantor, for and in consideration of the sum of Ten Dollars and other valuable consideration, the receipt and sufficiency of which are 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 successors and assigns, hereinafter called Grantee, for use by Grantee and Grantee's employees, contractors, co-owners, participants, licensees, and invitees, a non-exclusive easement to construct, install, access, reconstruct, replace, remove, repair, operate and maintain: poles, towers, or other supporting structures (collectively "Poles"); and conductors, cables, wires, communication and signal lines; and other appliances, appurtenances, and fixtures (collectively "Aerial Facilities") (Poles and Aerial Facilities are collectively "Facilities") for the transmission and distribution of electricity, communication signals and data, and for all other purposes connected therewith at such locations and elevations in, across, through and along the Easement Parcel (defined below), as Grantee may now or in the future deem convenient or necessary from time to time, together with the right of vehicular and pedestrian access to, from, over, across, and along Grantor's Property for the purpose of trimming, cutting, or clearing trees, brush or other vegetation, or remove any other obstacles encroaching within the Easement Parcel as provided herein (collectively, the Easement). The lands in, upon, over, across, through and along which the Easement is granted are situated in the County of Maricopa, State of Arizona, and are more particularly depicted and described as:

Grantor's Property:

***SEE EXHIBIT "A", attached hereto, and
incorporated herein with this reference.***

Easement Parcel:

***The vertical space (air space) above Grantor's
Property beginning at an elevation of fifteen (15) feet
("Aerial Easement") and the ground area located
within the full easement width and fifty (50) feet***

north/south of a Pole on Grantor's Property ("Ground Easement"), and which are located fifty (50) feet west of the eastern boundary of Old Price Road right-of-way to thirty (30) feet east of the eastern boundary of Old Price Road right-of-way for a total width of eighty (80) feet (collectively the "Easement Parcel")

CAUTION: Facilities placed within the Easement Parcel may contain high voltage electrical equipment or water reclamation facilities and infrastructure. Notice is given that the location of underground electrical conductors and other facilities must be verified as required by the Arizona Blue Stake Law, A.R.S. Sections 40-360.21-32, prior to any excavation. Notice is also given that any activity performed within the Easement Parcel shall comply with the Arizona Overhead Powerline Safety Law, A.R.S. Sections 40-360.41-45.

The Easement is governed by the following terms and conditions:

1. Additional Consideration for Easement. When this Easement will be used by Grantee in place of an existing overhead easement located in Grantor's right-of-way and which is used for the transmission and distribution of electricity ("Existing Overhead Easement"), Grantee will convey to Grantor simultaneously with the grant of this Easement Grantee's interests and rights in the Existing Overhead Easement as additional consideration for this Easement. In addition, except for any Facilities Grantor may permit to be abandoned in place, Grantee agrees to remove any Facilities in the Existing Overhead Easement at Grantee's sole cost.
2. Use by Grantor or Third Parties. Grantor and any third parties reserve the right to use and occupy the Easement Parcel for any purposes, which will not interfere with the rights and privileges granted to Grantee hereunder or endanger the Facilities, in compliance with the requirements and obligations set forth in this instrument. Such right to use and occupy the Easement Parcel includes the right to use and dedicate any portion of the Easement Parcel for perpendicular crossing(s) of public rights-of-way, subject to Grantor's compliance with the requirements of this instrument. Grantee shall not allow other parties to use the Easement Parcel for the installation of additional Facilities for such other parties' use, whether jointly or separately from Grantee, unless such other parties comply with applicable City ordinances and permit and/or licensing requirements.
3. Use Procedures. Grantor may use (or permit third party use of) the Easement Parcel for specific purposes if Grantor and Grantee mutually consent to Grantor's or a third party's use, which consent must not be unreasonably withheld by Grantee. Such use should: (i) prevent or minimize any actual or potential conflict with the Facilities or access thereto, and (ii) comply with all other terms and conditions of this instrument. Prior to the commencement of any construction or development activity on, or any other use of the Easement Parcel, Grantor or third party, as applicable, shall provide Grantor and Grantee with plans describing the proposed use. Such plans shall include without limitation all construction and other development plans showing all proposed improvements to be located within, and activities to be conducted on the Easement Parcel, or any proposed alterations thereto. Grantor's and Grantee's consent to the use of the Easement Parcel shall be documented in writing and is subject to all such uses complying with Grantor's and Grantee's clearance, access, and construction standards, as well as National Electrical Safety Code (NESC), Arizona law, Federal law

(including OSHA), and all other applicable rules, codes, or regulations. To minimize interference with and disruption of Grantor's and Grantee's use of the Easement Parcel, Grantor and Grantee will provide the other party with the name and contact information of a representative who is available twenty-four (24) hours a day seven (7) days a week.

4. Development Standards. For the portions of the Easement Parcel located within the Ground Easement, all below-ground facilities must be designed to meet Grantee's then current minimum loading standards. As of the recordation date, such below-ground facilities must be designed to withstand a minimum loading of 320 pounds per square inch (PSI) applied to the ground surface under a crane outrigger pad measuring 27 inches in diameter. This design standard does not apply to Aerial Facilities or the Aerial Easement. Notwithstanding anything herein to the contrary, under no circumstances may any use of the Easement Parcel (by Grantor or any third party) interfere with Grantee's right and ability to construct, access, maintain, and use the Facilities, or endanger any of the Facilities or the use thereof.

5. Clearance of Vegetation. Grantee possesses the right (but not the obligation) to trim, cut, and clear away trees, brush, or other vegetation within, or which does or may encroach, the Ground Easement or Aerial Easement, whenever in Grantee's judgment the same shall be necessary for Grantee's use, operation, or maintenance of, or access to the Facilities, or for safety or system reliability reasons.

6. Relocation of Grantee's Facilities. After the initial installation or relocation of Facilities within the Easement Parcel, if Grantor requires Grantee to relocate or modify the Facilities within the Ground Easement or Aerial Easement, Grantor will: (i) pay and/or reimburse Grantee all costs incurred for such relocation or modification; and (ii) provide a reasonable new location for the Facilities, and easement rights therefor, that meets the standards set forth in this instrument.

7. Perpetual Nature of Easement. This Easement, and Grantee's rights hereunder, shall be perpetual, and shall not terminate until, and unless abandoned through the recordation of a document formally abandoning the Easement, which references this instrument and is executed and acknowledged by Grantee. Upon such recordation, 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.

8. Successors and Assigns. The benefits and burdens, and the covenants and agreements herein set forth shall run with and burden the land and shall extend and inure in favor and to the benefit of, and shall be binding on Grantor and Grantee and their successors and assigns. Grantee shall have the right to assign the Easement, in whole or in part, to one or more assignees and, upon the assignment, any such assignee hereby assumes the rights and obligations of the Grantee hereunder with respect to the portion of the Easement assigned.

9. Rights and Remedies Cumulative. The rights and remedies hereunder are cumulative, and the exercise of any one or more of such rights or remedies shall not preclude the exercise, at the same or different times, of any other right or remedy available.

10. Private Use. The provisions of this Easement Agreement are not intended to and do not constitute a public utility easement or any other grant, dedication, or conveyance for public use of the Easement Parcel.

11. Warranty of Title. Grantor represents and warrants that Grantor has full power and authority to grant the Easement and to perform its obligations under this document.

12. Authority to Bind Grantor. The individual executing this document represents and warrants: (i) that he or she is authorized to do so on behalf of Grantor; (ii) that he or she has full legal power and authority to bind Grantor in accordance with the terms herein and, if necessary, has obtained all required consents or delegations of such power and authority.

13. Fences. Grantee, at its expense, may construct, modify, and maintain access openings and gates at such locations and of such dimensions as determined by Grantee in consultation with Grantor, in all existing fences and walls across or within the Easement Parcel. If Grantor constructs fences or walls across the Easement Parcel, Grantor shall, at its expense, provide Grantee with openings at locations and of such dimensions as determined by Grantee in consultation with Grantor. Grantor, at its expense, may install gates across such openings and, if such gates are locked, shall install a multiple locking device, accessible by both Grantor and Grantee. Nothing set forth in this paragraph 13 restricts or otherwise modifies Grantee's approval rights under paragraph 3, and Grantor shall obtain prior written approval for any proposed fences and walls within the Easement Parcel.

14. Public Emergency. Grantor and Grantee acknowledge the Easement Parcel contains critical infrastructure to both parties. Accordingly, both Grantor and Grantee shall have the right (but not the obligation), because of a public emergency, to dig-up or otherwise damage Facilities without prior notice to the other party, if the action is deemed reasonably necessary by Grantee, or Grantor's City Manager, Fire Chief, Police Chief, City Street Transportation Director, Public Works Director, or Water Services Director. A public emergency may be any condition which, in the opinion of Grantee or any of the officials named, poses an immediate threat to the lives or property of the residents of the City of Chandler or others caused by any natural or man-made disaster including, but not limited to, storms, floods, fire, accidents, explosions, major water main breaks, or hazardous material spills. Grantor or Grantee, as appropriate, will notify the other party as soon as reasonably possible of the public emergency and the action taken.

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY.

IN WITNESS WHEREOF, the **City of Chandler, an Arizona municipal corporation**, has caused this instrument to be executed by its duly authorized representative(s), this ____ day of _____, 202__.

City of Chandler
an Arizona municipal corporation

Attest:

City Clerk

By _____
Mayor

Approved as to form:

City Attorney

STATE OF ARIZONA)
) ss
County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of _____, 202__, by _____, Mayor of the City of Chandler, an Arizona municipal corporation, on behalf of such corporation.

Notary Public

My commission expires:

IN WITNESS WHEREOF, _____, a _____, has caused its name to be executed by its duly authorized representative(s), this _____ day of _____, _____.

_____, a _____

By _____

By: _____

State of Arizona)
) ss
County of Maricopa)

The foregoing instrument was acknowledged before me this _____ day of _____, _____, by _____, _____ of _____, a _____, on behalf of such company.

My Commission Expires: _____

Notary Public

(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 OF GRANTOR'S PROPERTY

Exhibit 8
Remaining Canceled 12kV Distribution Projects

CANCELLED AESTHETICS 12KV PROJECTS WITH SRP INCURRED COSTS

SRP JOB #	SRP COSTS
T2089484	\$146,132.88
T2089480	\$24,528.37
T2092863	\$66,628.28
T2092861	\$6,631.23
T2092941	\$39,223.26
T2092936	\$18,237.97
T2093024	\$122,958.07
T2092998	\$26,741.59
T2101544	\$92,090.89
T2101549	\$21,951.09
T2099303	\$92,424.63
T2099298	\$26,521.50
T2105041	\$6,691.94
T2105134	\$6,341.65
T3003639	\$5,157.43
TOTAL COSTS INCURRED BY SRP	\$702,160.78

Exhibit 9
Temporary Construction Easement Form

WHEN RECORDED MAIL TO:

SALT RIVER PROJECT

Land Department/PAB350

PO Box 52025

Phoenix, Arizona 85072-2025

**AFFIDAVIT EXEMPT PURSUANT TO
A.R.S. §§ 11-1134(A)(2) and (A)(3)**

***TEMPORARY CONSTRUCTION EASEMENT
(Old Price Road at City of Chandler Water Reclamation Facilities)***

Maricopa County
Parcel #
[SE4] Sec. , T , R

R/W #: Agt:
Job #
W _____ C _____

CITY OF CHANDLER, ARIZONA, an Arizona municipal corporation, hereinafter called Grantor, for and in consideration of the sum of Ten Dollars and other valuable consideration, the receipt and sufficiency of which are 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 successors and assigns, hereinafter called Grantee, a temporary construction easement in connection with the construction of 230kV facilities used for the transmission and distribution of electricity, communication signals and data, and for other related purposes connected therewith as part of the expansion of the Intel Ocotillo campus (collectively the "Project"). The purpose of this temporary construction easement is to allow the use of the Easement Parcel (defined below) by Grantee and Grantee's employees, contractors, co-owners, participants, licensees, and invitees, an easement to construct, install, and access the Easement Parcel at such locations and elevations in, across, through and along the Easement Parcel (defined below) as Grantee may now or in the future deem convenient or necessary together with the unrestricted right of vehicular and pedestrian access to, from, over, across, and within the Easement Parcel for purposes of the Project (collectively, the "Easement"). The lands in, upon, over, across, through and along which the Easement is granted are situated in the County of Maricopa, State of Arizona, and are more particularly depicted and described in Exhibit "A" attached hereto and made a part hereof by this reference:

Easement Legal Description:

**SEE EXHIBIT "A", attached hereto and incorporated
herein with this reference**

Easement Parcel:

The portion of Grantor's property located thirty (30) feet east of the eastern boundary of Old Price Road right-of-way.

CAUTION: Facilities placed within the Easement Parcel may contain high voltage electrical equipment or large water reclamation infrastructure. Notice is given that the location of underground electrical conductors and other facilities must be verified as required by the Arizona Blue Stake Law, A.R.S. Sections 40-360.21-32, prior to any excavation. Notice is also given that any activity performed within the Easement Parcel shall comply with the Arizona Overhead Powerline Safety Law, A.R.S. Sections 40-360.41-45.

This temporary construction easement is governed by the following terms and conditions:

1. Temporary Construction Easement Term. The term of this easement begins on the easement recordation date and ends on the first to occur: (i) two years from the recordation date; or (ii) substantial completion of the Project.
2. Grantee's Use of Easement. Grantee shall repair and restore the Easement Property to a like or equivalent condition as existed prior to the construction activity and shall be responsible for any damages, claims or losses occurring on the Easement Property during the term of this easement caused by Grantee's negligent use of the Easement Property or by the negligent acts, errors, or omissions, or willful conduct, of Grantee's employees, agents, contractors or assigns.
3. Use by Grantor or Third Parties. Grantor reserves the right to use and occupy the Easement Parcel for any purposes which will not interfere with the rights and privileges granted to Grantee hereunder or endanger the Facilities, in compliance with the requirements and obligations set forth in this instrument. Such right to use and occupy the Easement Parcel includes the right to use and dedicate any portion of the Easement Parcel for perpendicular crossing(s) of public rights-of-way, subject to Grantor's compliance with the requirements of this instrument. Grantee shall not allow other parties to use the Easement Parcel for the installation of additional Facilities for such other parties' use, whether jointly or separately from Grantee, unless such other parties comply with applicable City ordinances and permit and/or licensing requirements. To minimize interference with and disruption of Grantor's and Grantee's use of the Easement Parcel, Grantor and Grantee will provide the other party with the name and contact information of a representative who is available twenty-four (24) hours a day seven (7) days a week during Project construction.
4. Relocation of Grantor's Facilities During Construction. During construction of the Project and as provided in the certain agreement dated June 24, 2021 between Grantor and Grantee (the "Agreement"), if Grantor requires Grantee to relocate or modify Grantor's facilities as part of the Project, Grantee will (i) pay and/or reimburse Grantor any and all costs incurred for such relocation or modification and (ii) provide a reasonable new location for the facilities, and easement rights therefor, that meets the standards set forth in this instrument and the Agreement.

5. Rights and Remedies Cumulative. The rights and remedies hereunder are cumulative, and the exercise of any one or more of such rights or remedies shall not preclude the exercise, at the same or different times, of any other right or remedy available.

6. Private Use. The provisions of this Easement Agreement are not intended to and do not constitute a public utility easement or any other grant, dedication, or conveyance for public use of the Easement Parcel.

7. Warranty of Title. Grantor represents and warrants that Grantor has full power and authority to grant the Easement and to perform its obligations under this document.

8. Authority to Bind Grantor. The individual executing this document represents and warrants: (i) that he or she is authorized to do so on behalf of Grantor; (ii) that he or she has full legal power and authority to bind Grantor in accordance with the terms herein and, if necessary, has obtained all required consents or delegations of such power and authority.

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Final Exhibit 9 Temporary Construction Easement Dated 6-23-2021 230 PM

IN WITNESS WHEREOF, _____, a _____, has caused its name to be executed by its duly authorized representative(s), this _____ day of _____, _____.

_____, a _____

By _____

By: _____

State of Arizona)
) ss
County of Maricopa)

The foregoing instrument was acknowledged before me this _____ day of _____, _____, by _____ of _____, a _____, on behalf of such company.

My Commission Expires: _____

Notary Public

(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 OF GRANTOR'S PROPERTY