

ORDINANCE NO. 4929

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, GRANTING A NON-EXCLUSIVE POWER TRANSMISSION EASEMENT TO SALT RIVER PROJECT AT NO COST TO ACCOMMODATE THE RELOCATION OF ITS 69KV POWER LINES ALONG THE EAST SIDE OF COOPER ROAD FROM ALAMOSA DRIVE SOUTH TO RIGGS ROAD.

WHEREAS, the City of Chandler is improving Cooper Road from Alamosa Drive south to Riggs Road and said improvement requires Salt River Project (SRP) to relocate its 69kV facilities along the east side of Cooper Road; and

WHEREAS, in order to accommodate the City's project SRP has requested that the City grant SRP a non-exclusive power transmission easement along the east side of Cooper Road at no cost; and

WHEREAS, the City is willing to grant a no cost non-exclusive power transmission easement to SRP at this location.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Chandler, Arizona, as follows:

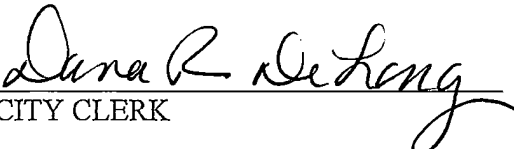
Section 1. That the City Council of the City of Chandler, Arizona, authorizes and approves the granting of a non-exclusive power transmission easement to SRP, at no cost, through, under and across that certain property legally described and depicted in Exhibit "A" attached hereto and made a part hereof by this reference.

Section 2. That the granting of said easement shall be in substantially the form approved by the City Attorney and attached hereto as Exhibit "B".

Section 3. That the Mayor of the City of Chandler, Arizona, is hereby authorized to execute the easement and this Ordinance on behalf of the City.

INTRODUCED AND TENTATIVELY APPROVED by the City Council of the City of Chandler, Arizona, this 12th day of October 2020.

ATTEST:


CITY CLERK


MAYOR

PASSED AND ADOPTED by the Mayor and City Council of the City of Chandler, Arizona, this
15th day of October, 2020.

ATTEST:

Dana R. DeLong
CITY CLERK

Kevin Hanthe
MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Ordinance No. 4929 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the 15th day of October, 2020, and that a quorum was present thereat.

Dana R. DeLong
CITY CLERK

APPROVED AS TO FORM

J. J. Hinkley
CITY ATTORNEY



EXHIBIT "A"

EXHIBIT "A"

SRP JOB NUMBER: T3127458
SRP JOB NAME: SAN CARLOS-TURPEN POLE RELOCATION
TTRRSS: 2S5E24

DATE: 02-13-2020

PAGE: 1 OF 6

AN EASEMENT LOCATED IN THE WEST HALF OF SECTION 24, TOWNSHIP 2 SOUTH, RANGE 5 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 24, BEING A PK NAIL, FROM WHICH THE WEST QUARTER CORNER OF SAID SECTION 24, BEING A BRASS CAP FLUSH, BEARS SOUTH 00 DEGREES 22 MINUTES 18 SECONDS EAST, A DISTANCE OF 2639.84 FEET (BASIS OF BEARINGS);

THENCE ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 24, SOUTH 00 DEGREES 22 MINUTES 18 SECONDS EAST, A DISTANCE OF 1649.84 FEET;

THENCE NORTH 89 DEGREES 37 MINUTES 42 SECONDS EAST, A DISTANCE OF 33.48 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 89 DEGREES 07 MINUTES 41 SECONDS EAST, A DISTANCE OF 21.53 FEET;

THENCE SOUTH 00 DEGREES 22 MINUTES 18 SECONDS EAST, A DISTANCE OF 165.32 FEET;

THENCE SOUTH 89 DEGREES 08 MINUTES 11 SECONDS WEST, A DISTANCE OF 6.27 FEET;

THENCE SOUTH 00 DEGREES 40 MINUTES 12 SECONDS WEST, A DISTANCE OF 32.08 FEET;

THENCE NORTH 89 DEGREES 19 MINUTES 48 SECONDS WEST, A DISTANCE OF 3.00 FEET;

THENCE SOUTH 00 DEGREES 40 MINUTES 12 SECONDS WEST, A DISTANCE OF 92.35 FEET;

THENCE SOUTH 89 DEGREES 19 MINUTES 48 SECONDS EAST, A DISTANCE OF 3.00 FEET;

THENCE SOUTH 00 DEGREES 40 MINUTES 12 SECONDS WEST, A DISTANCE OF 30.00 FEET;

THENCE NORTH 89 DEGREES 19 MINUTES 48 SECONDS WEST, A DISTANCE OF 3.00 FEET;

THENCE SOUTH 00 DEGREES 40 MINUTES 12 SECONDS WEST, A DISTANCE OF 10.98 FEET;

THENCE NORTH 89 DEGREES 08 MINUTES 42 SECONDS EAST, A DISTANCE OF 9.53 FEET;

THENCE SOUTH 00 DEGREES 32 MINUTES 48 SECONDS WEST, A DISTANCE OF 46.97 FEET;

THENCE SOUTH 01 DEGREES 58 MINUTES 26 SECONDS EAST, A DISTANCE OF 214.46 FEET;

THENCE SOUTH 00 DEGREES 39 MINUTES 58 SECONDS EAST, A DISTANCE OF 37.74 FEET;

EXHIBIT "A"

SRP JOB NUMBER: T3127458
SRP JOB NAME: SAN CARLOS-TURPEN POLE RELOCATION
TTRRSS: 2S5E24

DATE: 02-13-2020
PAGE: 2 OF 6

THENCE SOUTH 89 DEGREES 09 MINUTES 05 SECONDS WEST, A DISTANCE OF 2.69 FEET;
THENCE SOUTH 00 DEGREES 22 MINUTES 18 SECONDS EAST, A DISTANCE OF 340.32 FEET;
THENCE NORTH 89 DEGREES 10 MINUTES 10 SECONDS EAST, A DISTANCE OF 6.87 FEET;
THENCE SOUTH 03 DEGREES 35 MINUTES 30 SECONDS EAST, A DISTANCE OF 55.86 FEET;
THENCE SOUTH 00 DEGREES 23 MINUTES 13 SECONDS EAST, A DISTANCE OF 188.99 FEET;
THENCE SOUTH 86 DEGREES 24 MINUTES 30 SECONDS WEST, A DISTANCE OF 19.43 FEET;
THENCE NORTH 03 DEGREES 35 MINUTES 30 SECONDS WEST, A DISTANCE OF 292.98 FEET;
THENCE NORTH 00 DEGREES 39 MINUTES 58 SECONDS WEST, A DISTANCE OF 330.87 FEET;
THENCE NORTH 01 DEGREES 58 MINUTES 26 SECONDS WEST, A DISTANCE OF 214.78 FEET;
THENCE NORTH 00 DEGREES 32 MINUTES 48 SECONDS EAST, A DISTANCE OF 244.03 FEET;
THENCE NORTH 03 DEGREES 05 MINUTES 02 SECONDS EAST, A DISTANCE OF 133.81 FEET TO THE POINT
OF BEGINNING.
SAID EASEMENT CONTAINS AN AREA OF 32,237 SQUARE FEET OR 0.74 ACRES, MORE OR LESS.

END OF DESCRIPTION

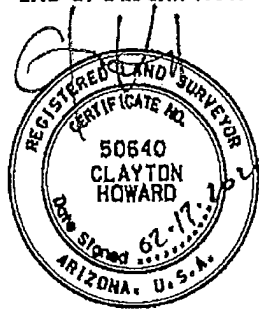
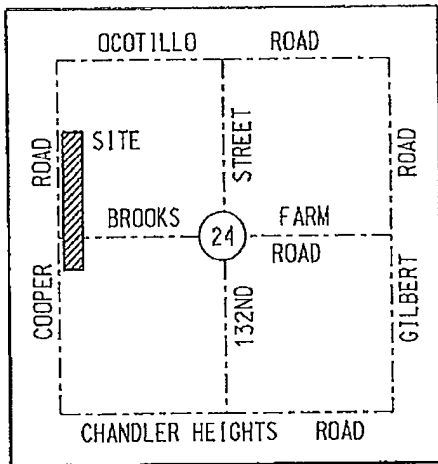
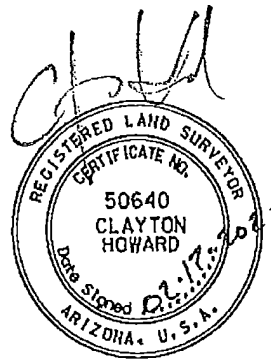


EXHIBIT "A"



VICINITY MAP (N.T.S.)
T2S, R5E
G&SRM



LEGEND

- SECTION AND CENTERLINE
- PROPERTY LINE
- LIMITS OF SRP EASEMENT
- ◆ SECTION CORNER AS NOTED
- SRP POLE

ABBREVIATION TABLE

| | |
|--------|--------------------------|
| M.C.R. | MARICOPA COUNTY RECORDER |
| LVI | LAST VISUAL INSPECTION |
| N.T.S. | NOT TO SCALE |
| SRP | SALT RIVER PROJECT |
| R/W | RIGHT OF WAY |
| RLS | REGISTERED LAND SURVEYOR |


BASIS OF BEARINGS:
THE ARIZONA STATE PLANE COORDINATE
SYSTEM, CENTRAL ZONE, NAD 83 DATUM.

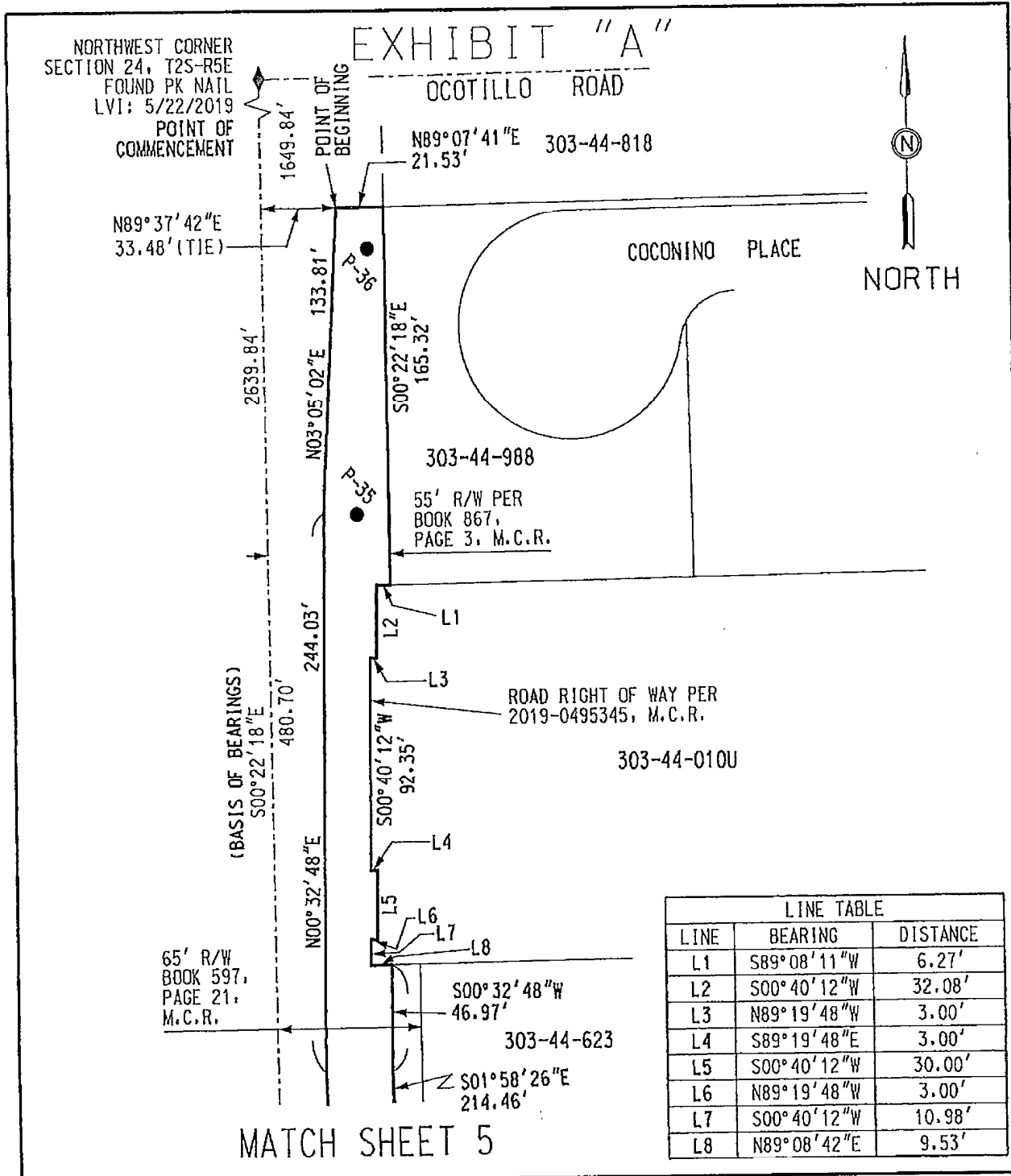
CAUTION

THE EASEMENT LOCATION AS HEREON DELINEATED MAY CONTAIN HIGH VOLTAGE ELECTRICAL EQUIPMENT, NOTICE IS HEREBY GIVEN THAT THE LOCATION OF UNDERGROUND ELECTRICAL CONDUCTORS OR FACILITIES MUST BE VERIFIED AS REQUIRED BY ARIZONA REVISED STATUTES, SECTION 40-380.21, ET. SEQ., ARIZONA BLUE STAKE LAW, PRIOR TO ANY EXCAVATION.

NOTES

THIS EXHIBIT IS INTENDED TO ACCOMPANY AN EASEMENT. ALL PARCELS SHOWN WERE PLOTTED FROM RECORD INFORMATION, AND NO ATTEMPT HAS BEEN MADE TO VERIFY THE LOCATION OF ANY BOUNDARIES SHOWN. THIS IS NOT AN ARIZONA BOUNDARY SURVEY.

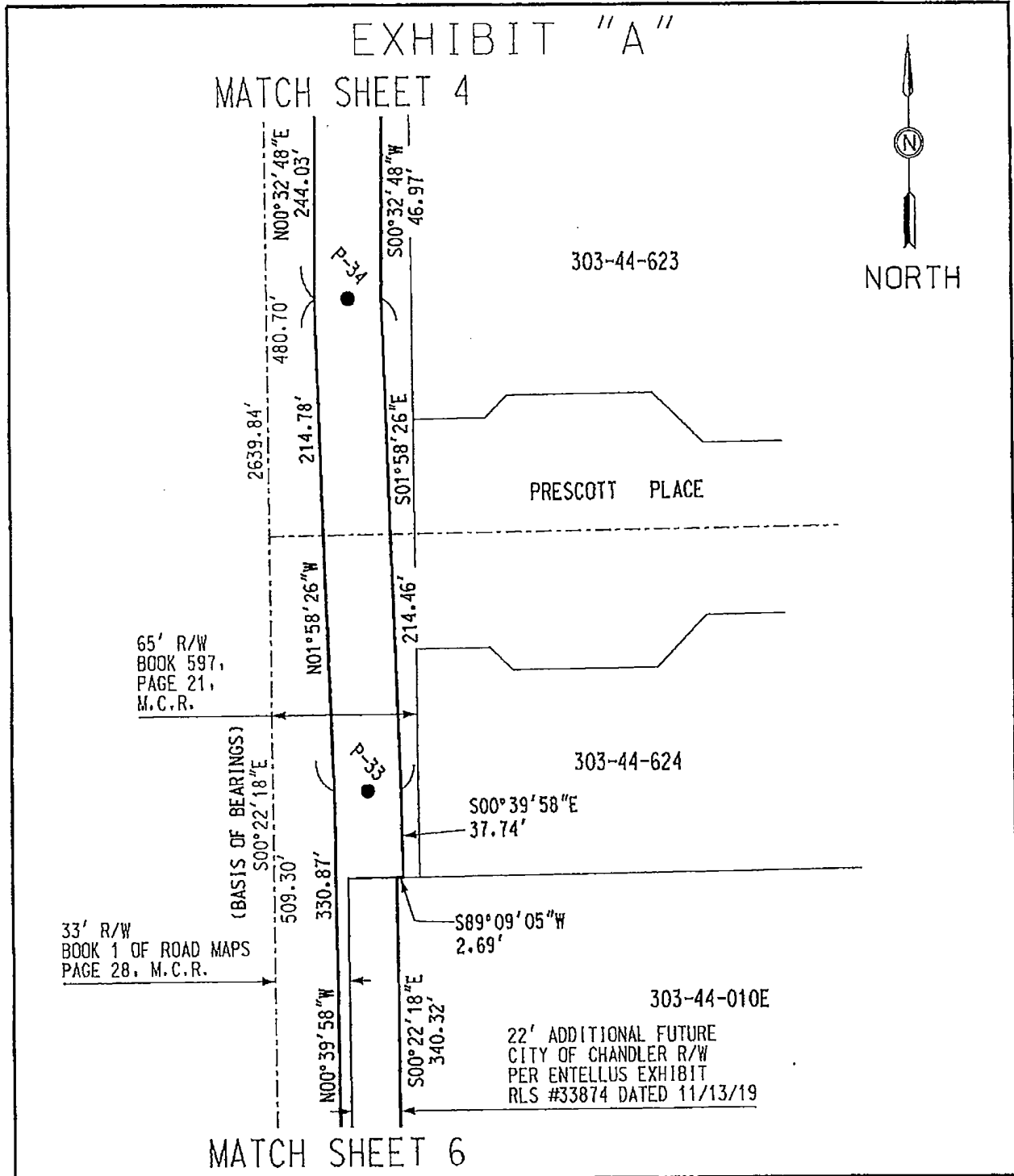
| | | |
|---|---------------------------|---|
| SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT & POWER DISTRICT | |  SURVEY DIVISION LAND DEPARTMENT SAN CARLOS-TURPEN POLE RELOC W 1/2 SEC 24, T2S-R5E 29.01E-9.30S. |
| SRP LDWR NUMBER: 19-0234-TD | SCALE: N.T.S. | |
| I.D. NUMBER: T3127458 | SHEET: 3 OF 6 | |
| AGENT: ENGLISH | SHEET SIZE: 8.5"x11" | |
| DRAWN: BH | REVISION: 1 | |
| CHECKED BY: | CREW CHIEF: SIMPSON | |
| DATE: 2-13-2020 | JEP FIELD DATE: 7-23-2019 | |




| | |
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SURVEY DIVISION
LAND DEPARTMENT

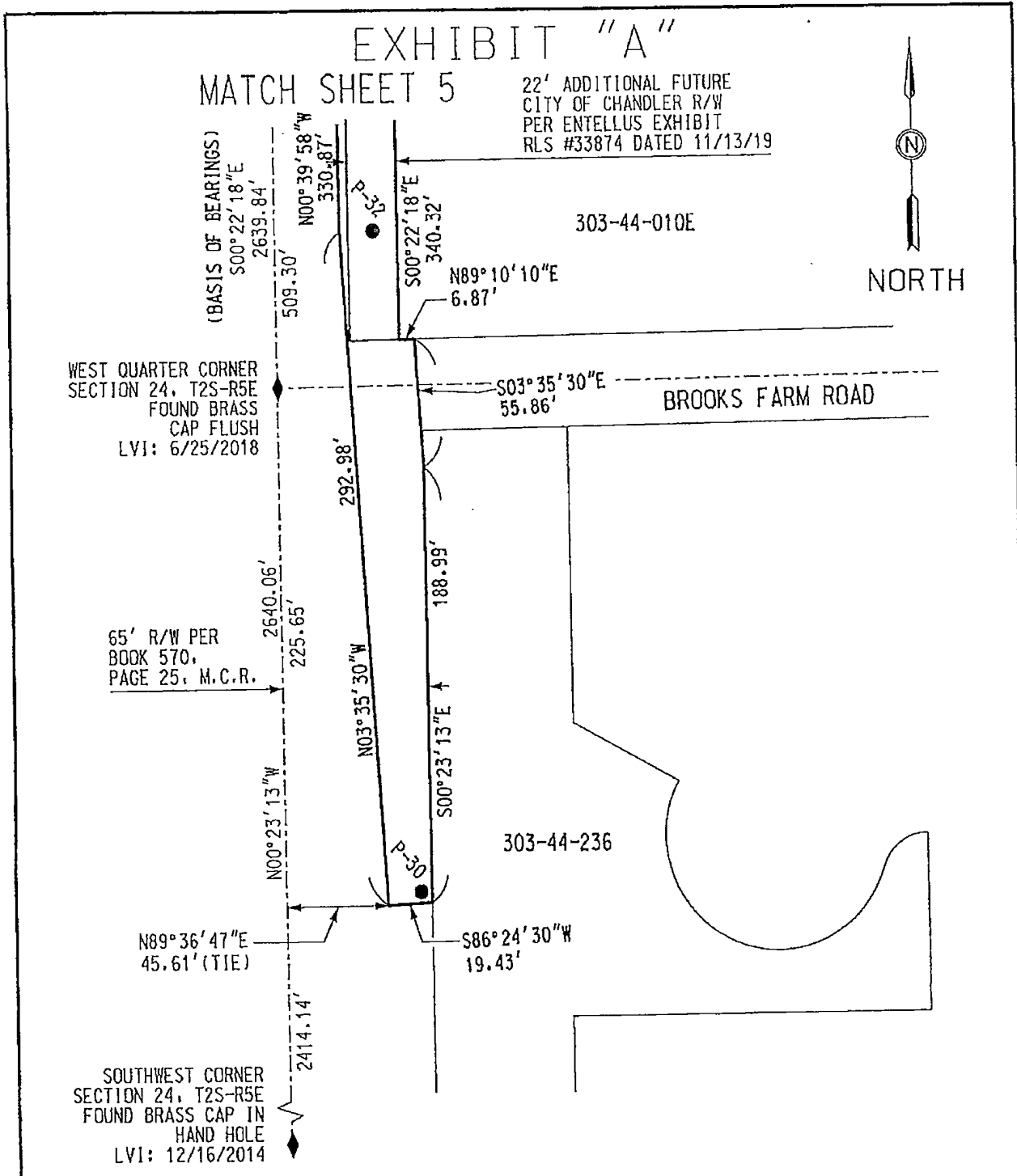
SAN CARLOS-TURPEN POLE RELOC
W 1/2 SEC 24,
T2S-R5E
29.01E-9.30S




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| I.O. NUMBER: T3127458 | SHEET: 5 OF 6 |
| AGENT: ENGLISH | SHEET SIZE: 8.5"x11" |
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 SURVEY DIVISION
LAND DEPARTMENT

SAN CARLOS-TURPEN POLE RELOC
W 1/2 SEC 24,
T2S-R5E
29.01E-9.30S



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**SURVEY DIVISION
LAND DEPARTMENT**

**SAN CARLOS-TURPEN POLE RELOC
W 1/2 SEC 24,
T2S-R5E
29.01E-9.30S**

EXHIBIT "A"

SRP JOB NUMBER: T3127458
SRP JOB NAME: SAN CARLOS-TURPEN POLE RELOCATION
TTRRSS: 2S5E24

DATE: 02-13-2020
PAGE: 1 OF 5

AN EASEMENT LOCATED IN THE SOUTHWEST QUARTER OF SECTION 24, AND THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 2 SOUTH, RANGE 5 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 25, BEING A BRASS CAP IN HAND HOLE, FROM WHICH THE WEST QUARTER CORNER OF SAID SECTION 25, BEING A BRASS CAP FLUSH, BEARS SOUTH 00 DEGREES 11 MINUTES 45 SECONDS EAST, A DISTANCE OF 2647.55 FEET (BASIS OF BEARINGS);

THENCE ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 24, NORTH 00 DEGREES 23 MINUTES 13 SECONDS WEST, A DISTANCE OF 105.45 FEET;

THENCE NORTH 89 DEGREES 36 MINUTES 47 SECONDS EAST, A DISTANCE OF 59.74 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 89 DEGREES 36 MINUTES 47 SECONDS EAST, A DISTANCE OF 15.27 FEET;

THENCE SOUTH 45 DEGREES 33 MINUTES 11 SECONDS EAST, A DISTANCE OF 18.53 FEET;

THENCE SOUTH 07 DEGREES 52 MINUTES 54 SECONDS WEST, A DISTANCE OF 179.25 FEET;

THENCE SOUTH 44 DEGREES 32 MINUTES 33 SECONDS WEST, A DISTANCE OF 13.71 FEET;

THENCE SOUTH 00 DEGREES 11 MINUTES 45 SECONDS EAST, A DISTANCE OF 284.04 FEET;

THENCE NORTH 89 DEGREES 38 MINUTES 13 SECONDS WEST, A DISTANCE OF 10.00 FEET;

THENCE SOUTH 00 DEGREES 11 MINUTES 45 SECONDS EAST, A DISTANCE OF 283.00 FEET;

THENCE SOUTH 89 DEGREES 15 MINUTES 47 SECONDS WEST, A DISTANCE OF 22.99 FEET;

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PAGE: 2 OF 5

THENCE NORTH 00 DEGREES 18 MINUTES 47 SECONDS WEST, A DISTANCE OF 249.28 FEET;

THENCE NORTH 01 DEGREES 49 MINUTES 47 SECONDS EAST, A DISTANCE OF 315.96 FEET;

THENCE NORTH 07 DEGREES 52 MINUTES 54 SECONDS EAST, A DISTANCE OF 204.34 FEET TO THE POINT
OF BEGINNING.

SAID EASEMENT CONTAINS AN AREA OF 20,245.06 SQUARE FEET OR 0.46 ACRES, MORE OR LESS.

END OF DESCRIPTION

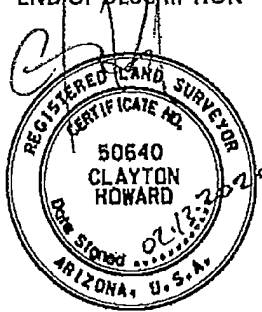
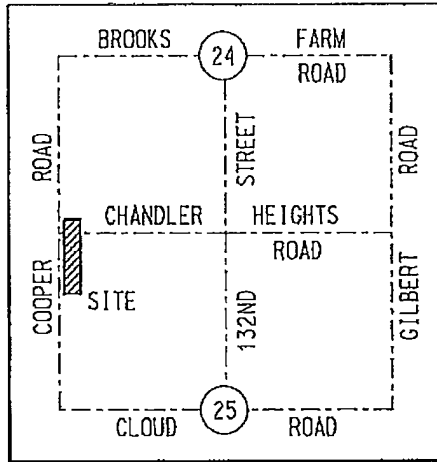
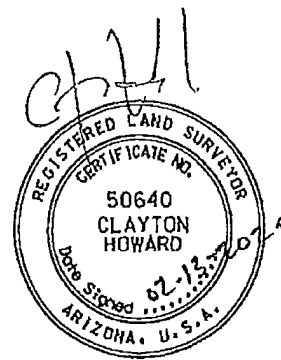


EXHIBIT "A"



VICINITY MAP (N.T.S.)
T2S, R5E
G&SRM



LEGEND

- SECTION AND CENTERLINE
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- LIMITS OF SRP EASEMENT
- ◆ SECTION CORNER AS NOTED
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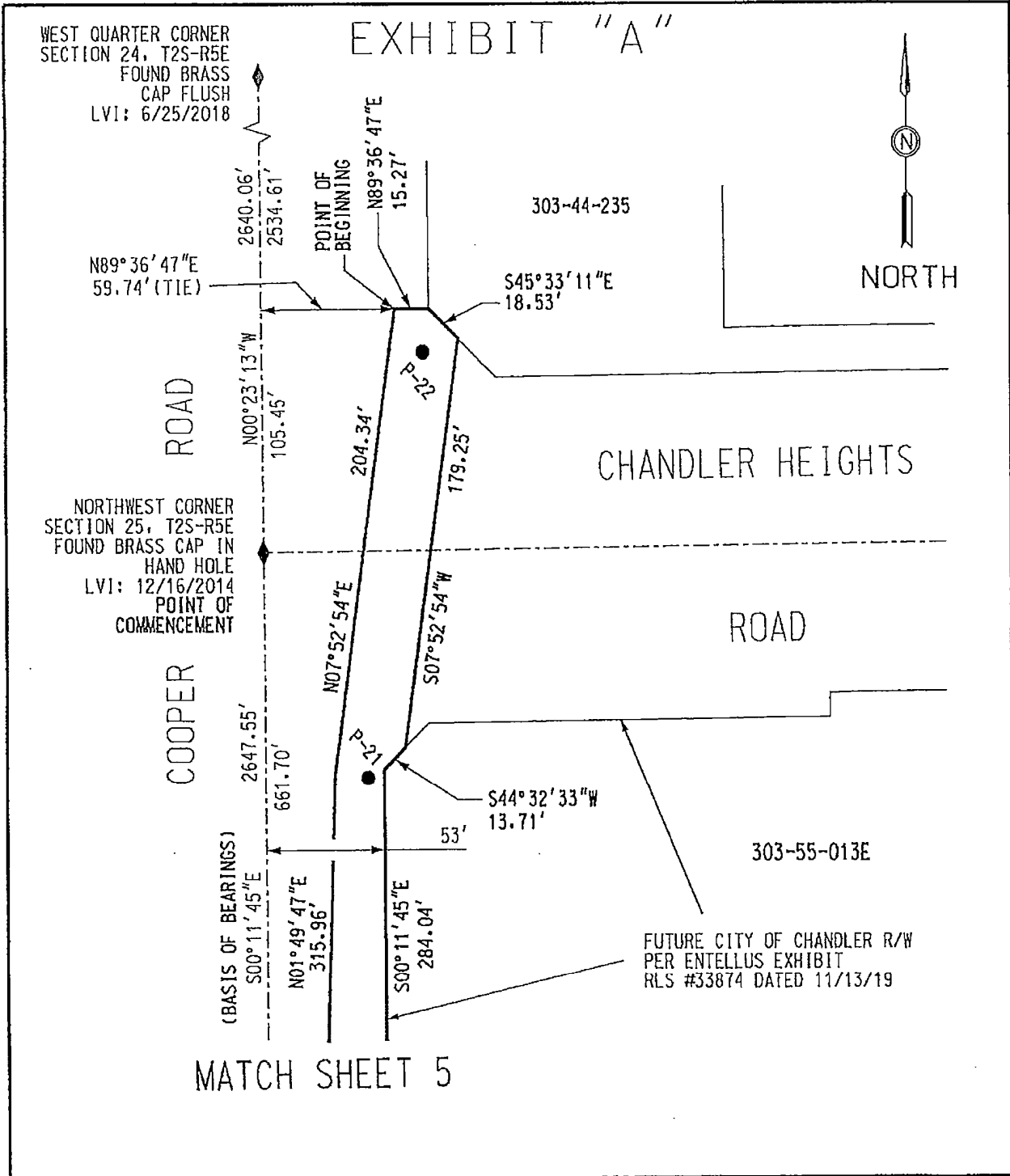
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| SRP LDWR NUMBER: 19-0234-TD | SCALE: N.T.S. | |
| I.O. NUMBER: T3127458 | SHEET: 3 OF 5 | SAN CARLOS-TURPEN POLE RELOC SW1/4 SEC 24 & NW1/4 SEC 25, T2S-R5E, 29.01E-10.01S |
| AGENT: ENGLISH | SHEET SIZE: 8.5"x11" | |
| DRAWN: BH | REVISION: 1 | |
| CHECKED BY: | CREW CHIEF: SIMPSON | |
| DATE: 2-13-2020 | JEP FIELD DATE: 7-23-2019 | |




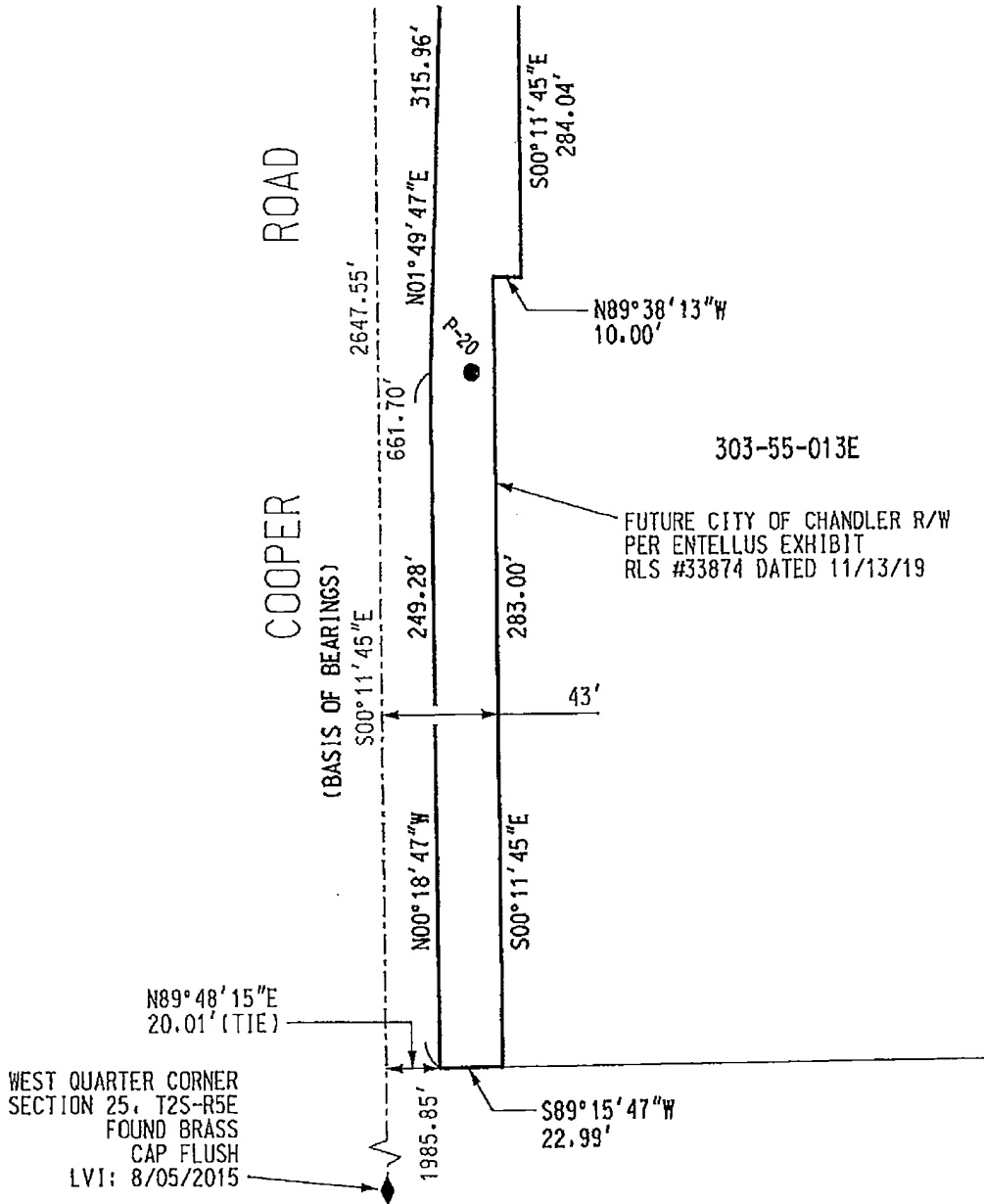
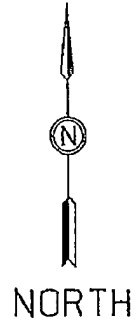
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| SRP LDWR NUMBER: 19-0234-TD | SCALE: N.T.S. | |
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| CHECKED BY: | CREW CHIEF: SIMPSON | |
| DATE: 2-13-2020 | JEP FIELD DATE: 7-23-2019 | |

EXHIBIT "A"

MATCH SHEET 4




| | | |
|---|---------------------------|---|
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| I.D. NUMBER: T3127458 | SHEET: 5 OF 5 | SAN CARLOS-TURPEN POLE RELOC SW1/4 SEC 24 & NW1/4 SEC 25, T2S-R5E, 29.01E-10.01S |
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| DRAWN: BH | REVISION: 1 | |
| CHECKED BY: | CREW CHIEF: SIMPSON | |
| DATE: 2-13-2020 | JEP FIELD DATE: 7-23-2019 | |

EXHIBIT "B"

WHEN RECORDED MAIL TO:

SALT RIVER PROJECT
Land Department/PAB360
P. O. Box 52025
Phoenix, Arizona 85072-2025

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

POWER TRANSMISSION EASEMENT

Maricopa County
Cooper Road
W ½ T02S, R05E, SEC24

R/W #: _____ Agt: CME
Job #: LJ75710/T3127458
W CE C pb _____

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, and its successors and assigns, hereinafter called Grantee, for use by Grantee and Grantee's employees, contractors, licensees, and invitees, 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; switching equipment, 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 all other appliances, appurtenances and fixtures (collectively, the "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 hereafter deem convenient or necessary from time to time, together with the right of vehicular and pedestrian access to, from, over, across, through and along the Easement Parcel, including without limitation 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:

Easement Parcel:

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

CAUTION: Facilities placed within the Easement Parcel may contain high voltage electrical equipment. Notice is given that the location of underground electrical conductors or 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 hereby 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 Approval Procedures. Grantor may, with the prior written consent, which may be granted or denied through the exercise of Grantee's sole discretion, use (or permit third party use of) the Easement Parcel for specific purposes. Prior to the commencement of any construction or other development activity on, or any other use of the Easement Parcel, Grantor shall provide Grantee with plans describing Grantor's 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 shall further obtain Grantee's written consent, in accordance with the provisions of this paragraph 1, for any use of the Easement Parcel in existence as of the recordation date of this Easement. 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. 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. 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.
3. Prohibited Activities. Without limiting Grantee's approval rights under paragraph 1 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, or 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 drive-over

ground cover from Grantee's list of plants approved for use within easements and installed at locations prior approved in writing by Grantee. Notwithstanding the provisions of this paragraph 3, Grantor may obtain prior written approval from Grantee, in accordance with the requirements of paragraph 1, to grade within the limits of the Easement Parcel. This paragraph 3 does not prohibit the use of the Easement Parcel for such purposes as paved parking, sidewalks and/or driveways, provided that such use is otherwise in accordance with the terms of this Easement (including without limitation the approval requirements set forth in paragraph 1), does not interfere with the efficient operation and maintenance of the Facilities, including access thereto, and does not endanger the Facilities.

4. Clear Areas. 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 area that extends 12.00 feet immediately in front of all transformer and other equipment openings ("Clear Areas"). No permanent structures, fixtures, trees, shrubs, or other obstructions shall be placed within the Clear Areas. Grantee shall have the right (but not the obligation) to remove any obstructions within the Clear Areas.

5. Fences. Grantee may construct, modify, and maintain access openings, at such locations and of such dimensions as solely determined by Grantee, in all existing fences and walls across or within the Easement Parcel and may construct, maintain and use gates in all existing walls or fences. 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 solely determined by Grantee. 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 1, and Grantor shall obtain prior written approval for any existing or proposed fences and walls within the Easement Parcel.

6. Additional Grantee Rights. 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 or the Clear Areas, 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. Reservation of Rights. 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, provided that Grantor complies with the requirements and obligations of Grantor hereunder, including without limitation, the approval requirements set forth in paragraph 1. 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 obtaining Grantee's prior written approval in accordance with the requirements of paragraph 1. Any such dedication is expressly subject to all terms and conditions set forth herein.

8. Perpetual Nature of Easement. The 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. 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 Grantee is required 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. 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 Section 8 in agreeing to Grantor's request.

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. 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.

12. Warranty of Title. Grantor represents and warrants that: (i) fee title to the Easement Parcel and Access Parcel is vested in Grantor, and (ii) Grantor has full power and authority to grant the Easement and to perform its obligations under this document.

13. 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, and (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.

[Signature and acknowledgement appear on following page]

IN WITNESS WHEREOF, CITY OF CHANDLER, an Arizona municipal corporation, has caused its name to be executed by its duly authorized representative(s), this _____ day of _____, 20__.

CITY OF CHANDLER,
an Arizona municipal corporation

By: _____
Mayor

Attest:

Clerk:

APPROVED AS TO FORM:

City Attorney for the
City of Chandler *gw*

STATE OF _____)
) ss
COUNTY OF _____)

On this _____ day of _____, 20____, before me, the undersigned, personally appeared _____ and _____, the Mayor and Clerk of the CITY OF CHANDLER, an Arizona municipal corporation, and such authorized representatives acknowledged that this document was executed on behalf of the corporation for the purposes therein contained.

My Commission Expires:

Notary Public

Notary Stamp/Seal

Signature and Acknowledgement Page to Power Transmission Easement granted by the _____, to Salt River Project Agricultural Improvement and Power District, dated as of _____, 202__, consisting of _____ pages.