

WHEN RECORDED MAIL TO:

SALT RIVER PROJECT

Land Department/PAB350
PO Box 52025
Phoenix, Arizona 85072-2025

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HIGH VOLTAGE EASEMENT

Maricopa County
Parcel #

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

*

hereinafter called Grantor (“Grantor”), for and in consideration of the sum of One Dollar and other valuable consideration, the sufficiency and receipt 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 employees, agents, contractors, co-owners, participants, licensees, and permittees, and its and their respective successors and assignees, whether in whole or in part (collectively, “Grantee”), a non-exclusive easement (“Easement”) over, across, under, and upon the lands described below (“Easement Parcel”) to construct, install, access, maintain, repair, reconstruct, replace, remove, and operate: a line or lines of poles, towers, or other supporting structures; conductors, cables, communication and signal lines; guys, anchorage, crossarms, braces, transformers, vaults, manholes, and pad-mounted equipment; underground conduits, conductors, pipes, and cables; fiber optic, microwave, and antennae for communication or data transmission purposes; and other appliances, appurtenances, and fixtures associated with the transmission and distribution of electricity and communication signals and other related purposes (collectively, “Facilities”), at such locations and elevations over, across, under, and upon the Easement Parcel as Grantee may now or in the future deem convenient or necessary, together with the right of vehicular and pedestrian ingress and egress through and within the Easement Parcel and, at any intersection of the Easement Parcel and a public road or right of way, the unrestricted right of vehicular and pedestrian ingress and egress to and from the Easement Parcel.

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

Easement Parcel:

SEE ATTACHED EXHIBIT “A”

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.

Restricted Grantor Uses. 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 ground level by cut or fill, or allow the installation of utilities or private or public roadways within the limits of the Easement Parcel and its associated airspace.

Use Approval Procedures. Grantor may, with the prior written consent and in the sole discretion of Grantee, use (or permit third party use of) the Easement Parcel for specific purposes reviewed and approved in writing by Grantee. Any proposed or existing uses shall be submitted to Grantee for approval in each instance in Grantee's sole discretion. Any Grantee approval shall be documented in writing and shall be contingent upon 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. Unless agreed to in writing in each instance, the entirety of the Easement Parcel shall be drivable by Grantee's line maintenance vehicles. Any below-ground facilities located within the Easement Parcel 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. 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.

Fences. Grantee, at its expense, 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 and fences, provided that a multiple locking device accessible by both Grantor and Grantee shall be used on any locked gates. 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 make provisions for a multiple locking device for both Grantor and Grantee.

Vegetation. 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 necessary in its judgment for its use, operation, maintenance of, and access to the Facilities or for safety or reliability reasons.

Abandonment. If Grantee records a document to formally abandon the Easement, all Grantee's rights in the Easement shall cease, except the right to remove any and all Facilities placed upon the Easement Parcel within a reasonable time subsequent to such abandonment.

Running of Benefits and Burdens. The covenants and agreements in this Easement shall run with and burden the land and shall extend and inure in favor and to the benefit of, and shall be binding on, Grantee and Grantor and their respective successors (including successors in ownership and estate), assigns, and lessees.

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

*

By _____

Its _____

State of Arizona)
) ss
County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of _____, _____, by _____ as _____, of *, on behalf of such corporation.

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 for
SRP High Voltage Easement

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