

# OWNER AGREEMENT INSTRUCTIONS

The attached Owner Agreement must be signed by the SRP Customer requesting new service. **In addition**, if SRP facilities cross other parcels to provide the new service requested, the attached Owner Agreement needs to be filled out by EACH owner of the property where SRP facilities will be installed, even if easement(s) already exist on the parcel.

**NOTE:** If SRP easements exist on the parcel, SRP will determine at a later time whether additional easement(s) will be required.

The SRP Customer requesting the new service needs to provide a copy of the Owner Agreement, including this instruction sheet, to EACH property owner (their neighbors) where SRP facilities will be installed.

## INSTRUCTIONS

### Owner Agreement

Pages 1: Please fill in the blank spaces and sign where it says Owner(s) signature.

### Exhibit A: Description of the Property

Page 2: Please provide at least one of the following:

- › Assessor Parcel Number
- › Subdivision plat recording number and lot number
- › Property address or a copy of the deed.

Return the completed SRP and Owner(s) Agreement to the SRP Design Consultant or SRP Project Leader. **THIS FORM DOES NOT NEED TO BE NOTARIZED.**

### Exhibit B: Form of Easement (EXAMPLE ONLY)

Page 3–6: Power Distribution Easement

**PLEASE DO NOT SIGN** Exhibit B. This exhibit is provided to give you, and adjacent property owners where facilities will be installed, the general language of the SRP easement in advance of the final easement. The final easement(s) will be provided to you at a later time.



# OWNER AGREEMENT

Customer project name: \_\_\_\_\_

Salt River Project Agricultural Improvement and Power District ("SRP") has been requested by \_\_\_\_\_, ("Customer") to install electrical distribution facilities on the real property described on Exhibit A (the "Property"). The Property is owned by \_\_\_\_\_ (collectively, the "Owner").

Prior to designing and installing electrical distribution facilities on the Property, SRP requires the Owner(s) to agree with the terms and conditions set forth in this Owner Agreement.

## AGREEMENT

1. Owner, understanding that Customer and SRP will be relying upon this Owner Agreement, hereby agree as follows:
  - (i) Owner has been informed of and has approved the proposed general location on the Property of the electrical distribution facilities referenced below by the SRP Job Number(s);
  - (ii) Owner understands and agrees that SRP has the right to enter onto the Property to survey and locate electrical distribution facilities on the Property pursuant to A.R.S. 48-1552.
  - (iii) Owner understands and agrees that after the completion of the survey to locate the electrical distribution facilities on the Property, SRP shall have the right to enter upon the Property for the purpose of installing, operating and maintaining the electrical distribution facilities in accordance with SRP's Rules and Regulations and the terms of the Easement (defined below).
  - (iv) Owner agrees to sign SRP's standard form of easement covering the electrical distribution facilities on the Property (the "Easement"). The Easement shall be substantially in the form attached hereto as Exhibit B. **PLEASE NOTE:** SRP will not allow indemnification language to be added to the standard form of easement.
2. Owner hereby authorizes Customer and Customer's employees, contractors, surveyors, and other agents to enter upon the Property for purposes of surveying and locating electrical distribution facilities on the Property. Customer's right to enter upon the Property, as described in this Section 2, shall terminate upon completion of the survey.
3. This Agreement shall be effective as of \_\_\_\_\_, 201\_\_\_\_. This Agreement shall be interpreted, governed by, and construed in accordance with the substantive and procedural laws of the State of Arizona, without regard to conflicts of law principles. Owner and Customer agree that any action, suit, or proceeding arising out of or relating to this Agreement shall be initiated and prosecuted in a state or federal court of competent jurisdiction located in Maricopa County, Arizona, and the parties irrevocably submit to the jurisdiction and venue of such court.
4. This Agreement includes the Exhibits attached hereto, which are incorporated herein with this reference.

SRP job name: \_\_\_\_\_ SRP job number(s): \_\_\_\_\_

Owner(s) signature: \_\_\_\_\_

Owner(s) printed name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone number: \_\_\_\_\_ Email: \_\_\_\_\_

Date: \_\_\_\_\_

**PLEASE RETURN SIGNED OWNER AGREEMENT TO THE SRP DESIGN CONSULTANT OR SRP PROJECT LEADER.**

**NOTE:** This agreement does not apply to governmental agencies, municipalities, public schools or to Indian Communities.







EXHIBIT B  
FORM OF EASEMENT

**WHEN RECORDED MAIL TO:**

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

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**POWER DISTRIBUTION EASEMENT**

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

Maricopa County  
Parcel #

Agt.  
Job #  
W \_\_\_\_\_ C \_\_\_\_\_

\*,  
hereinafter called Grantor, for and in consideration of the sum of Ten Dollars, and other valuable consideration, receipt and sufficiency 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, hereinafter called Grantee, and Grantee's employees, contractors, licensees, invitees, successors and assigns, a non-exclusive easement to construct, install, reconstruct, replace, remove, repair, operate and maintain underground electrical conduits and conductors, pipes, cables, switching equipment, transformers, pad-mounted equipment, enclosures, manholes, vaults, and all 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 hereafter deem convenient or necessary from time to time, together with the right of access to and from the Easement Parcel, over, across, through and along Grantor's Property (defined below) (collectively, the "Easement"). Grantee is hereby authorized to permit others to use the Easement for additional Facilities jointly with or separately from the Grantee for their purposes.

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 described as:

**Grantor's Property:**

**Easement Parcel:**



**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.

The Easement is governed by the following terms and conditions:

1. **Modification of Easement Parcel.** Grantor acknowledges that field conditions may result in the Facilities being installed within Grantor's Property in a location that is not within the Easement Parcel. Grantee shall obtain Grantor's written consent to any construction or installation of all or any portion of the Facilities outside of the Easement Parcel. After the completion of any construction or installation outside of the Easement Parcel and receipt of Grantor's written consent, Grantor and Grantee shall execute, and cause the recordation of an amendment to this Easement, modifying the legal description of the Easement Parcel to reflect the actual location of the Facilities, and such revised legal description shall have the same force and effect, and create the same priority of interest, as if recorded concurrently with this instrument. Grantor agrees that its signature on the above-described amendment constitutes its written consent hereunder.
2. **Prohibited Activities.** 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 wells, store materials of any kind, or alter the ground level, within the Easement Parcel. This paragraph 2 does not prohibit the use of the Easement Parcel for such purposes as landscaping (except trees), paved parking, sidewalks and/or driveways, provided that such use is otherwise in accordance with the terms of this Easement, and does not interfere with the efficient operation and maintenance of the Facilities, including access thereto. Further, Grantor may request Grantee's prior written approval to grade or install improvements ("Work") within the Easement Parcel by submitting all construction, grading, or other development plans, as applicable, describing the proposed Work. Grantee may grant or deny such approval through the exercise of Grantee's sole discretion, provided that Grantee's review and right to approve shall be limited to whether the proposed Work conflicts with the existing Facilities, including access thereto. Any such approval is hereby subject to Grantor complying with all other provisions of this Easement.
3. **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 improvements, 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.
4. **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 the convenient and safe exercise of the rights herein granted. Grantee shall further have the right to install, maintain and use gates in all fences or walls which now cross or hereafter cross the Easement Parcel.



5. 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 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

6. 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.

7. 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.

8. Warranty of Title. Grantor represents and warrants that: (i) fee simple title to the Grantor's Property and Easement 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.

9. 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 (whether from any partner, owner, spouse, shareholder, director, member, manager, creditor, investor, developer, governmental authority, judicial or administrative body, association, or other person or entity). The individual executing this document shall indemnify, defend and hold harmless Grantee for, from and against any and all losses, costs, expenses, liabilities, claims, demands, and actions of any kind or nature, including court costs and attorneys' fees, arising or accruing as a result of the falsity of any of his or her representations and warranties contained in this paragraph 9.

**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**

