



OWNER NOTIFICATION INSTRUCTIONS

If SRP facilities will be crossing property which is not owned by the SRP customer in order to provide service to the SRP customer, the attached Owner Notification must be completed. Each of those property owners must complete the Owner Notification even if an easement already exists 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 Notification, including this instruction sheet, to EACH property owner (their neighbors) where SRP facilities will be installed.

INSTRUCTIONS

Owner Notification

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

Exhibit A: Description of the Property

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

Exhibit B: Form of Easement (EXAMPLE ONLY)

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 easements will be provided to you at a later time. In situations where easements already exist, this Exhibit B is not applicable.



Owner Notification of Survey and Easement Request

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 according to current recorded documentation, is owned by _____ (collectively, the "Owner").

Prior to designing and installing electrical distribution facilities on the Property, SRP requires that the Property Owner be notified that survey activity will be performed on their property for the purposes of obtaining an easement for the placement of electrical distribution facilities.

NOTIFICATION

1. Owner, is hereby notified of the following:
 - (i) Owner has been informed of the proposed general location on the Property of the electrical distribution facilities referenced below by the SRP Job Number(s);
 - (ii) Owner understands that SRP has the right to enter onto the Property to survey pursuant to A.R.S. 48-1552.
 - (iii) The Customer and Customer's employees, contractors, surveyors, and other agents may enter upon the Property for purposes of surveying in pursuant to A.R.S. 33-104. Customer's right to enter upon the Property, as described in this Section 1(iii), shall terminate upon completion of the survey.
 - (iv) Owner understands that after the completion of the survey to establish the location of the future electrical distribution facilities on the Property, SRP may require an easement which will grant 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.
 - (v) SRP's standard easement covering the electrical distribution facilities on the Property (the "Easement") shall be substantially in the form attached hereto as Exhibit B.



(vi) AUTHORIZATION

2. Upon approval of the location of the proposed facility installation by the property Owner, the Owner authorizes SRP to enter upon the Property for the purpose of installing electrical distribution facilities only, in advance of the granting of an easement to SRP by the Owner. The facilities will not be energized until the required easement has been granted or the Owner has provided other specific written approval to SRP.

This Notification shall be effective as of _____, 202_, and includes the Exhibits attached hereto, which are incorporated herein by this reference.

Owner acknowledges the receipt of this notification by signing in the space provided below.

SRP Job Name: _____

**SRP Job
Number(s):** _____

**Owner's
Signature:** _____

Printed Name: _____

Phone Number _____

Email Address: _____

Mailing Address: _____

Date: _____



EXHIBIT A

Third Party Property Description

Property Description: Examples include, but are not limited to, the following:

- Assessor Parcel Number (Tax I.D. Number)
- Recorded County Plat Number and Lot Number
- Copy of Recorded Deed or Property Address
- Customer will provide recorded deeds, in compliance with the terms and conditions of the SRP Distribution Design and Construction Contract

[illegible]

EXHIBIT B

WHEN RECORDED MAIL TO:

SALT RIVER PROJECT

Land Department/PAB 10W

P. O. Box 52025

Phoenix, Arizona 85072-2025

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

POWER DISTRIBUTION EASEMENT

Maricopa County
Parcel #

Agt.
Job #

STR

W _____ C _____
R/W#

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hereinafter called Grantor, for and in consideration of the sum of Ten Dollars, and other valuable consideration, 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 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:

A portion of the __ quarter of Section __, Township __, Range __ of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being more particularly described in WARRANTY DEED Instrument XXXXXX records of Maricopa County, Arizona.

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.

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. Promptly after discovering the construction or installation of any Facilities outside of the Easement Parcel, Grantee shall obtain Grantor’s agreement with and execution of an amendment to this Easement modifying the legal description of the Easement Parcel to reflect the actual location of the Facilities (the “Amendment”). Upon the recordation of the Amendment, 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 may consent to the execution and recordation of the Amendment through the exercise of its sole discretion.
2. Prohibited Activities. Grantor shall not, whether directly or indirectly by granting permission, construct, install, or place 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. To obtain clarification as to whether or not a particular construction activity is prohibited by the first sentence of this paragraph 2, 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. Grantor agrees that any fences or walls which now cross or hereafter cross Grantor’s Property will not prevent Grantee’s access to the Easement Parcel or the Facilities. Grantor further agrees that Grantee can use gates on all such fences or walls for such access.

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. Private Use. The provisions of this instrument 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.
9. 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 instrument.
10. Authority to Bind Grantor. The individual executing this instrument 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).

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

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

By _____

Its _____

By _____

Its _____

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, _____ by _____ and _____, as _____ and _____, respectively, of **, on behalf of such company.

Notary Public

My Commission Expires