

WHEN RECORDED MAIL TO:

202267059-8-1-1--
Garcia

SALT RIVER PROJECT

Land Department/PAB10W
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
SW 1/4, SEC. 2, T02S, R07E

Agt. KB
LJ86545/LR80999/ T3356238
W: KB C JEP
R/W #

**JX NIPPON MINING & METALS USA, INC.,
an Arizona corporation,**

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, 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 SW quarter of Section 2, Township 02 South, Range 07 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being more particularly described in **SPECIAL WARRANTY DEED** Instrument No. 2022-0292602, official records of Maricopa County, Arizona.

Easement Parcel:

Said easement being a strip of land 8.00 feet in width, lying 4.00 feet on each side of the line described as "CENTERLINE OF 8' EASEMENT" delineated on Exhibit "A" (GERMANN RD UG CONV, SRP Job No. T3356238), prepared by Salt River Project A.I. & Power District, dated 04-29-2022, said Exhibit "A" attached hereto and made a part hereof. Said easement ALSO to include the equipment pad areas as described and/or depicted on said Exhibit "A".

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. After the completion of any construction or installation 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 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.
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 document.
10. 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).

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, **JX NIPPON MINING & METALS USA, INC.,**
an Arizona corporation, has caused its name to be executed by its duly authorized representative(s), this
11 day of May, 2022.

JX NIPPON MINING & METALS USA, INC.,
an Arizona corporation

By: G. Nohmi
 Name: Yoshiyuki Nohmi
 Its: Authorized representative/Secretary

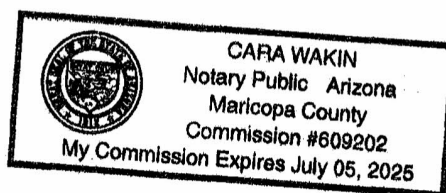
STATE OF Arizona)
)ss
 COUNTY OF Maricopa)

The foregoing instrument was acknowledged before me this 11 day of May,
2022 by Yoshiyuki Nohmi as Authorized representative of **JX NIPPON**
MINING & METALS USA, INC., an Arizona corporation, on behalf of such corporation.

Cara Wakin
 Notary Public

My Commission Expires:

07/05/2025



Notary Stamp/Seal

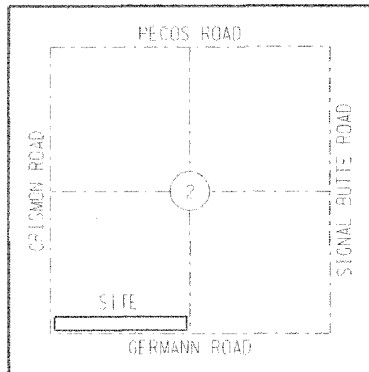
Legal Approved Form_04-20-2017_mcm

20220424355

EXHIBIT "A"

LEGEND

- SECTION AND CENTERLINE
- PROPERTY LINE
- CENTERLINE OF 8' EASEMENT
- EXISTING EASEMENTS AS NOTED
- SECTION CORNER AS NOTED
- EQUIPMENT PAD(S) - ARE PART OF THIS EASEMENT
- ELECTRONIC MARKER
- J-BOX
- ELECTRIC MANHOLE



VICINITY MAP (NTS)
T2S, R7E
G&SRM

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.

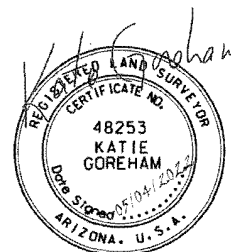
NOTES

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.

ALL ELECTRIC LINES SHOWN ARE MEASURED TO THE WINDOW OF THE EQUIPMENT PAD UNLESS OTHERWISE NOTED.

ABBREVIATION TABLE

APN	ASSESSOR'S PARCEL NUMBER
BCHH	BRASS CAP IN HAND HOLE
EPAD	ELECTRICAL EQUIPMENT PAD
FND	FOUND
SRP	SALT RIVER PROJECT
MCR	MARICOPA COUNTY RECORDER
OH	OVERHEAD
UG	UNDERGROUND
(M)	MEASURED
LVI	LAST VISUAL INSPECTION
NTS	NOT TO SCALE



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

SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT & POWER DISTRICT

SRP LDWR NUMBER: -----	SCALE: NTS
T.O. NUMBER: 13356238	SHEET: 1 OF 4
AGENT: BOCKMANN	SHEET SIZE: 8.5"x11"
DRAWN: MIHELICH	REVISION: 2
CHECKED BY: GOREHAM	CREW CHIEF: HENDRICKSON
DATE: 04-29-2022	JEP FIELD DATE: 03-04-2022

SURVEY DIVISION LAND DEPARTMENT

GERMANN RD UG CONV
SW 1/4, SECTION 2
T.2 S., R.7 E
6.8 SOUTH-40.3 EAST

20220424355

EXHIBIT "A"

WEST QUARTER CORNER
SECTION 2
FND ALUMINUM CAP FLUSH
LVI: 07-22-2018

CRISMON ROAD
N00°39'04"W - 2643.34' (M)

2022-0292602 MCR

SEE DETAIL
SHEET 3

SEE DETAIL
SHEET 4



MERRILL ROAD

SOUTHWEST CORNER
SECTION 2
FND BCHH
LVI: 03-27-2018

S89°43'09"E - 2649.55' (M) (BASIS OF BEARINGS)

GERMANN ROAD

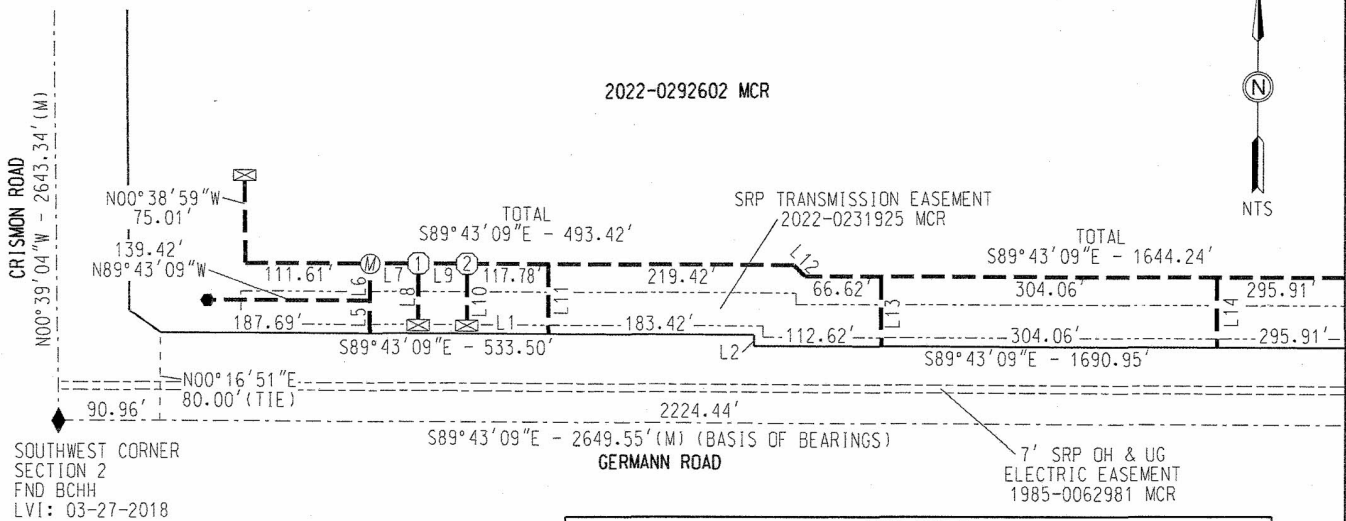
SOUTH QUARTER CORNER
SECTION 2
FND BCHH
LVI: 12-20-2019

SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT & POWER DISTRICT		 SURVEY DIVISION LAND DEPARTMENT
SRP LDWR NUMBER: -----	SCALE: NTS	
T.O. NUMBER: T3356238	SHEET: 2 OF 4	GERMANN RD UG CONV SW 1/4, SECTION 2 T.2 S., R.7 E 6.8 SOUTH-40.3 EAST
AGENT: BOCKMANN	SHEET SIZE: 8.5"x11"	
DRAWN: MIHELICH	REVISION: 2	
CHECKED BY: GOREHAM	CREW CHIEF: HENDRICKSON	
DATE: 04-29-2022	JEP FIELD DATE: 03-04-2022	

20220424355

EXHIBIT "A"

2022-0292602 MCR



EPAD TABLE		
#	SIZE	IDENTIFIER
1	6.33'x4.17'	PD-1302
2	6.33'x4.17'	PD-1303

LINE TABLE					
LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	S89°43'09"E	162.39'	L9	S89°43'09"E	8.17'
L2	S00°16'51"W	10.00'	L10	S00°16'51"W	5.00'
L5	N00°16'51"E	4.00'	L11	S00°16'51"W	42.00'
L6	N00°16'51"E	38.00'	L12	S44°43'09"E	14.14'
L7	S89°43'09"E	36.44'	L13	S00°16'51"W	42.00'
L8	S00°16'51"W	5.00'	L14	S00°16'51"W	42.00'

SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT & POWER DISTRICT	
SRP LDWR NUMBER: -----	SCALE: NTS
I.O. NUMBER: T3356238	SHEET: 3 OF 4
AGENT: BOCKMANN	SHEET SIZE: 8.5"x11"
DRAWN: MIHELICH	REVISION: 2
CHECKED BY: GOREHAM	CREW CHIEF: HENDRICKSON
DATE: 04-29-2022	JEP FIELD DATE: 03-04-2022



SURVEY DIVISION
LAND DEPARTMENT

GERMANN RD UG CONV
SW 1/4, SECTION 2
T.2 S., R.7 E
6.8 SOUTH-40.3 EAST

SHEET 4

MATCH LINE

20220424355

SHEET 3

MATCH LINE

EXHIBIT "A"

2022-0292602 MCR



SRP TRANSMISSION EASEMENT
2022-0231925 MCR

TOTAL
S89°43'09"E - 1644.24'

UFAP-1307
ANTENNA

295.91' 211.82' 300.02'

304.10' 279.81' 295.93'

S89°43'09"E - 1690.95'

7' SRP OH & UG
ELECTRIC EASEMENT
1985-0062981 MCR

2224.44'
S89°43'09"E - 2649.55' (M) (BASIS OF BEARINGS)
GERMANN ROAD

N00°16'51"E
70.00' (TIE)

88.01' 130.02' 334.15'

EPAD TABLE		
#	SIZE	IDENTIFIER
3	6.33'X4.17'	PDS-1307
4	6.33'X4.17'	PD-1308
5	3.50'X3.50'	P-1309

LINE TABLE					
LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L3	S89°43'09"E	18.00'	L22	N00°16'51"E	5.00'
L4	N00°41'41"W	42.01'	L23	S89°43'09"E	14.17'
L15	S00°16'51"W	42.00'	L24	N00°16'51"E	5.00'
L16	S89°43'09"E	18.07'	L25	S89°43'09"E	1.95'
L17	S00°16'51"W	5.00'	L26	S00°16'51"W	42.00'
L18	S89°43'09"E	70.13'	L27	S89°43'09"E	5.88'
L19	S00°16'51"W	5.00'	L28	S89°43'09"E	53.72'
L20	S00°16'51"W	42.00'	L29	S00°41'41"E	42.01'
L21	S00°16'51"W	42.00'	L30	S89°43'09"E	18.00'

SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT & POWER DISTRICT	
SRP LDWR NUMBER: -----	SCALE: NTS
I.O. NUMBER: T3356238	SHEET: 4 OF 4
AGENT: BOCKMANN	SHEET SIZE: 8.5"x11"
DRAWN: MIHELICH	REVISION: 2
CHECKED BY: GOREHAM	CREW CHIEF: HENDRICKSON
DATE: 04-29-2022	JEP FIELD DATE: 03-04-2022



SURVEY DIVISION
LAND DEPARTMENT

GERMANN RD UG CONV
SW 1/4, SECTION 2
T.2 S., R.7 E
6.8 SOUTH-40.3 EAST