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OFFICIAL RECORDS OF  
MARICOPA COUNTY RECORDER  
HELEN PURCELL

20120286945 04/05/2012 03:58  
ELECTRONIC RECORDING

**WHEN RECORDED MAIL TO:**

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

201250247-5-1-1--  
chagollaj

**C-7943**  
**02/28/2012**

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**RIGHT OF WAY LICENSE**

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Maricopa County

R/W No. 109 Agt. PAR

W AM C TK

**KNOW ALL MEN BY THESE PRESENTS:**

That for the consideration of One (\$1.00) Dollar and other valuable considerations, **SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT**, an agricultural improvement district organized and existing under the laws of the State of Arizona, Licensor, hereby grants to the **City of Glendale, an Arizona municipal corporation**, Licensee, a Right of Way License ("License") conveying the nonexclusive right and privilege to enter upon and use the following described certain real property ("Licensed Property") for roadway and landscaping, water and sewer lines, situated in the County of Maricopa, State of Arizona, to-wit:

**See Exhibit A attached hereto and by reference made a part hereof.**

This License is subject to the paramount rights of the United States of America ("USA") in and to the Licensed Property, federal reclamation law, and all agreements existing and to be made between and among the U.S.A., the Salt River Valley Water Users' Association ("Association") and Licensor regarding the management, care, operation and maintenance of the Reclamation Project.

The License herein granted shall be subject to the following additional conditions:

- 1) Licensor shall retain the prior right to construct, reconstruct, operate and maintain its existing and future irrigation, electrical and telecommunication facilities within the Licensed Property herein granted.
- 2) This License is nonexclusive and nothing herein shall be construed to prevent or restrict Licensor from granting other privileges to use the Licensed Property in a manner not inconsistent with Licensee's use of the Licensed Property in accordance with this License.

- 3) Licensor shall not be liable for any expense, cost or charge arising from Licensee's exercise of rights granted herein. Licensee shall reimburse Licensor for all costs and expenses incurred by Licensor to remove or relocate irrigation or electrical facilities and landscaping to accommodate the purposes for which this License is issued.
- 4) Prior to making any improvements or requesting any proposed alteration to existing structures within the Licensed Property, Licensee shall submit plans for Licensor's approval. Such approval shall not be unreasonably withheld.
- 5) To the extent not prohibited by law or expressly excepted herein, Licensee, its successors and assigns ("Indemnitors"), shall indemnify, release, and hold harmless Licensor, Association and the United States of America ("Indemnitees") and the directors, officers, employees, agents, successors and assigns thereof, against and from any damage, loss or liability caused in whole or in part by Licensee, regardless of whether caused in part by Indemnitees or any of them, and suffered by Indemnitees as a result of any claim, demand, lawsuit or action of any kind, whether such damage or loss is to person or property, arising out of, resulting from or caused by: (a) the acts or omissions of Licensee, its agents, contractors, officers, directors, or employees; (b) Licensee's use or occupancy of the Licensed Property for the purposes contemplated by this License, including but not limited to claims by third parties who are invited or permitted onto the Licensed Property, either expressly or impliedly, by Licensee or by the nature of Licensee's improvement or other use of the Licensed Property pursuant to this License; (c) Licensee's failure to comply with or fulfill its obligations established by this License or by law. Such obligation to indemnify shall extend to and encompass all costs incurred by Licensor in defending against such claims, demands, lawsuits or actions, including but not limited to attorney, witness and expert witness fees, and any other litigation related expenses. Indemnitors' obligation pursuant to this Section shall not extend to any damage, loss or liability as a result of any claim, demand, lawsuit or action of any kind, whether such damage, loss or liability is to person or property arising out of, resulting from or caused by the sole, exclusive acts or omissions of Indemnitees, their contractors, directors, officers, employees, agents, successors or assigns for which Licensor shall indemnify, release and hold harmless Indemnitors. Licensor's obligation to indemnify Indemnitors shall extend to and encompass all costs incurred by Indemnitors in defending against such claims, demands, lawsuits or actions, including but not limited to attorney, witness and expert witness fees, and any other litigation related expenses. The provisions of this Section shall survive termination of this License.
- 6) The License herein granted is subject to all prior licenses, leases, and easements of record.
- 7) Either party may terminate this License without cause upon not less than 360 days written notice.



IN WITNESS WHEREOF, City of Glendale, an Arizona municipal corporation, has caused its name to be executed by its duly authorized representative(s), this 20<sup>th</sup> day of March, 2012.

APPROVED AS TO FORM

[Signature]  
City Attorney

LICENSEE:

City of Glendale, an Arizona municipal corporation,

By Horatio Skub for  
Its Assistant City Manager

ATTEST:

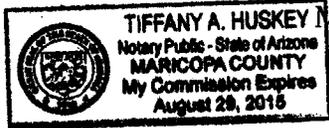
[Signature]  
City Clerk

STATE OF Arizona )  
COUNTY OF Maricopa ) ss )

The forgoing instrument was acknowledged before me this 27<sup>th</sup> day of March, 20 12 by Horatio Skub, as Assistant City Manager City of Glendale, an Arizona municipal corporation of the State of Arizona, on behalf of such corporation.

[Signature]  
Notary Public

My Commission Expires: 8/26/15



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"**

All the area described in that Certain Quit Claim Deed from John W. Pendergast and Linnie A. Pendergast, his wife conveyed to the United States of America, dated July 10, 1937, recorded November 13, 1937 in Book 314 of Deeds, pages 497-498, records of Maricopa County, Arizona and being more particularly described as follows:

That certain ditch as now located and constructed through, over and across the South Half of the Northeast Quarter ( $S \frac{1}{2} NE \frac{1}{4}$ ) of Section Sixteen (16), Township Two (2) North, Range One (1) East, Gila and Salt River Base and Meridian, together with sufficient land on each side of said ditch to permit of the economical operation and maintenance thereof, said ditch extending from the North to South boundaries of the  $S \frac{1}{2}$  of the  $NE \frac{1}{4}$  of said Section 16, along and immediately East of the West line thereof.