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P.O. Box 53933
Phoenix, AZ 85072

March 11, 2013

Mr. Bill Passmore
City of Glendale
5850 E Glendale Ave, Suite 315
Glendale, Arizona 85301

PROJECT: Glendale Overhead to Underground Conversion
LOCATION: 57th Avenue between Glendale Avenue and Glenn Drive

AGREEMENT TO UNDERGROUND AN OVERHEAD POWER LINE

This Agreement to Underground an Overhead Power Line (this "Agreement") is executed by and between ARIZONA PUBLIC SERVICE COMPANY, an Arizona corporation (hereinafter referred to as "APS"), and the City of Glendale, an Arizona municipal corporation (hereinafter referred to as "Glendale"), sometimes referred to individually as "Party" and collectively as "Parties."

RECITALS

- A. APS provides electric service to customers within the City of Glendale, Arizona.
- B. APS' Service Schedule 3, "Conditions Governing Extensions of Electric Distribution Lines and Services" (approved by the Arizona Corporation Commission), in Section 7.9, authorizes APS to upgrade, relocate and/or convert its facilities for a requestor's convenience or aesthetics if the requestor pays the cost thereof. Ordinarily, the requestor provides the trench and conduit and pays APS for removing the overhead facilities and installing new underground facilities in the conduit.
- C. For aesthetics reasons, Glendale has requested that the overhead electric distribution power lines and secondary service lines, and related facilities, in the alley west of 57th Avenue between Glendale Avenue and Glenn Drive, more particularly described on Exhibit A attached hereto (the "Subject Lines"), be relocated from overhead to underground. Glendale is willing to pay APS the customary charges for removing the overhead facilities and installing new underground facilities. However, Glendale would prefer that APS provide the trench and conduit for the underground line, and Glendale will compensate APS accordingly.
- D. APS is willing to underground the Subject Lines, and provide the trench and conduit, in accordance with APS' Service Schedule 3, under the following terms and conditions.

AGREEMENT

NOW, THEREFORE, in consideration of the above-referenced Recitals and the covenants and agreements set forth below, the Parties agree as follows:

1. Glendale agrees that upon execution of this Agreement, Glendale will pay APS the following:

\$139,930.72	Conversion from overhead to underground (installation of new underground facilities and removal of existing overhead facilities)
<u>\$ 97,086.23</u>	Trench and conduit costs provided by third party contractor
\$237,016.95	Total

All final billings will be based on actual costs at the end of construction.

2. APS will provide Glendale with the preliminary underground construction specifications, designs, and details for converting the Subject Lines to underground in the form attached hereto as Exhibit A (the "Preliminary Plans and Specs").
3. Glendale will review, comment on, and coordinate with APS regarding finalizing the Preliminary Plans and Specs, and will then approve and sign off on the "Final Plans and Specs."
4. Glendale will execute and return to APS an easement in APS' standard form (provided by APS) for the underground distribution lines and pad mounted equipment to be located on City property as generally depicted on Exhibit A.
5. Glendale understands that before APS can proceed with construction, APS will also need to obtain from Chase Bank an executed easement in APS' standard form (provided by APS) for the underground distribution lines and pad mounted equipment to be located on Chase Bank property as generally depicted on Exhibit A.
6. Glendale will provide APS with at least five days advance notice of when Glendale is ready for trenching to begin so that APS can arrange for the affected property to be surveyed and marked. Glendale will contact Reece Ubben at (602) 371-7010.
7. APS will retain a third party independent contractor to provide the trench and conduit (which would normally be provided by Glendale as the entity requesting the undergrounding of the Subject Lines) in accordance with the Final Plans and Specs. This includes the trench and conduit for the primary distribution lines, as well as the trench and conduit for the secondary lines, and all customer panel conversion material and related labor.
8. APS will then install the new underground distribution electric lines and facilities in accordance with the Final Plans and Specs. This includes the installation of pad mounted switching cabinets and transformers, the underground distribution lines, and secondary wires.

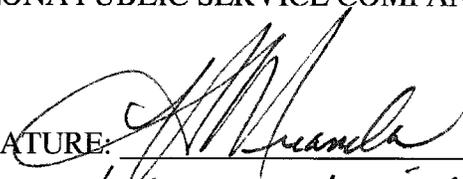
9. APS will then (in coordination with Glendale and the affected APS customers) perform the switchover from the overhead electric service to the new underground electric service.
10. APS will then remove the overhead Subject Lines.
11. The Parties hereto acknowledge that this Agreement is subject to cancellation by Glendale pursuant to A.R.S. §38-511.
12. APS, on behalf of itself and any subcontractor retained to perform work under the Agreement, certifies to the extent applicable under A.R.S. §§35-391 and 35-393 *et seq.* that neither has "scrutinized" business operations, as defined in the proceeding statutes in the countries of Sudan or Iran.

IN WITNESS WHEREOF, APS and Glendale have caused this Agreement to be duly executed and delivered as of the 11 day of June, 2013.

Approved as to form:

ARIZONA PUBLIC SERVICE COMPANY

CITY OF GLENDALE

SIGNATURE: 

SIGNATURE: 

NAME: Henry Miranda

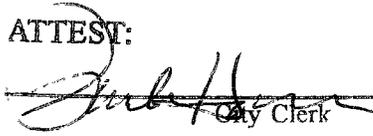
NAME: RICHARD A. BOWERS

TITLE: Season Agent

TITLE: ACTING CITY MANAGER

The individual executing this Agreement on behalf of Glendale represents and warrants: (i) that he or she is authorized to do so on behalf of Glendale; (ii) that he or she has full legal power and authority to bind Glendale in accordance with the terms herein, and, if necessary, has obtained all required consents or delegations of such power and authority.

ATTEST:


City Clerk

Approved as to form

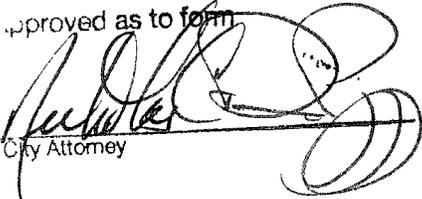
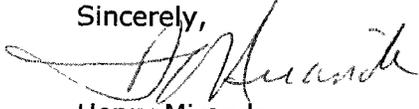

City Attorney

EXHIBIT A

Approximately 394 feet of overhead primary lines, which includes two (2) overhead transformer banks and two (2) primary transitions and poles, and approximately 574 feet of secondary service lines along with three (3) street lights.

Sincerely,

A handwritten signature in black ink, appearing to read "H. Miranda", written over a horizontal line.

Henry Miranda

Sr. Governmental Liaison

