WHEN RECORDED MAIL TO:

SALT RIVER PROJECT

Land Department/PAB360 P. O. Box 52025 Phoenix, Arizona 85072-2025

FACILITY RELOCATION AGREEMENT

IN CONNECTION WITH IMPROVEMENTS TO SRP FACILITIES PURSUANT TO THE SRP MUNICIPAL AESTHETICS PROGRAM

Between

THE MUNICIPALITY OF PARADISE VALLEY

And

THE SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT

DO NOT REMOVE
THIS PAGE IS PART OF THE ORIGINAL DOCUMENT

FACILITY RELOCATION AGREEMENT

IN CONNECTION WITH IMPROVEMENTS TO SRP FACILITIES PURSUANT TO THE

SRP MUNICIPAL AESTHETICS PROGRAM

Between

THE MUNICIPALITY OF PARADISE VALLEY

and

THE SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT

The SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT ("SRP"), an agricultural improvement district organized and existing under the laws of the State of Arizona and TOWN OF PARADISE VALLEY, a municipal corporation, ("MUNICIPALITY") hereby enter into this AGREEMENT this _____ day of ______, 2018.

RECITALS:

- A. In connection with aesthetics improvements to certain SRP Facilities ("EXISTING FACILITIES") which are integral to SRP's core business of water and power development, transmission and distribution, MUNICIPALITY desires the relocation of the EXISTING FACILITIES, either from on or above the land surface to below the surface or out of the current alignment, and SRP and MUNICIPALITY desire to ensure that, once relocated, the relocated facilities ("RELOCATED FACILITIES") will be secure in the new location as against future relocation as desired or required by MUNICIPALITY.
- B. SRP and MUNICIPALITY agree that, irrespective of the nature or validity of rights held or asserted by SRP where the EXISTING FACILITIES are located, MUNICIPALITY shall provide the assurances herein to remediate costs to SRP and the USA associated with the need for future relocation of the RELOCATED FACILITIES, whether or not currently anticipated.
- C. SRP is willing to accommodate the aesthetics improvements to the EXISTING FACILITIES, provided MUNICIPALITY shall reimburse SRP for any future cost of relocation of the RELOCATED FACILITIES and provide SRP with sufficient right or privilege on land suitable for the RELOCATED FACILITIES and on which MUNICIPALITY has the requisite authority to grant such a right or privilege, that is satisfactory to SRP.

NOW THEREFORE, the parties agree as follows:

- 1. This AGREEMENT is intended solely to address the obligations of the parties with respect to the provision of sufficient assurances to SRP regarding the stability and security of SRP's ability to rely on continued use of the RELOCATED FACILITIES without additional cost associated with the need for future movement of the RELOCATED FACILITIES.
- 2. MUNICIPALITY and SRP intend to enter into a separate agreement providing for the physical removal of the EXISTING FACILITIES and the design and construction of the RELOCATED FACILITIES and apportionment of costs for such work.
- 3. MUNICIPALITY warrants that it has the authority to grant, and hereby grants SRP, the right to use the land described more particularly in the attached Exhibit A "Legal Description" (NEW FACILITY SITE), which is made a part hereof, for the following purposes and subject to the following conditions:
 - a) for the construction, installation, reconstruction, replacement, removal, repair, operation and maintenance of the EXISTING FACILITIES, consisting of irrigation pipeline(s) and irrigation turnout structure(s) or electric facilities and all other appliances and fixtures for use in connection therewith for the transmission and distribution of water or power, and for all other purposes connected therewith as SRP may now or hereafter deem convenient or necessary, together with the right of ingress and egress to and from the RELOCATED FACILITIES.
 - b) The RELOCATED FACILITIES will subsequently be relocated at the request of MUNICIPALITY only if the NEW FACILITY SITE is required by MUNICIPALITY for authorized purposes that are incompatible with the RELOCATED FACILITIES. Upon notice of intent to relocate by MUNICIPALITY, SRP's right to occupy the NEW FACILITY SITE shall remain in effect until SRP's RELOCATED FACILITIES have been moved to a reasonable new location in a new area that meets with the standards set forth herein.
- 4. In the event SRP permanently abandons the NEW FACILITY SITE, all SRP's rights hereunder shall cease, except the right and obligation to remove any and all property placed upon the NEW FACILITY SITE within a reasonable time subsequent to such abandonment.
- 5. MUNICIPALITY warrants that it has good and sufficient title to the NEW FACILITY SITE, that MUNICIPALITY has legal authority and power to authorize SRP to construct its RELOCATED FACILITIES in the NEW FACILITY SITE and that the NEW FACILITY SITE is free and clear of any encumbrances, except such encumbrances as are acceptable to SRP and as are described on Exhibit B "List of Encumbrances". If SRP's RELOCATED FACILITIES must be relocated or modified due to the claim of any person to the NEW FACILITY SITE, MUNICIPALITY shall reimburse all of SRP's costs for such relocation or modification, and such relocation shall be in a reasonable new location if relocation is necessary.

- 6. The covenants and agreements herein set forth shall run with the land and be binding upon the NEW FACILITY SITE, and extend and inure in favor and to the benefit of and shall be binding on the heirs, administrators, executors, personal representatives, legal representatives, successors (including successors in ownership and estate), assigns and lessees of MUNICIPALITY and SRP.
- 7. Notwithstanding any of the aforesaid provisions, the rights granted herein shall be further subject to the following covenants, restrictions and conditions:
 - a) MUNICIPALITY shall not construct, install or place, or grant a license or easement or any permit or other right allowing to be constructed, installed or placed any facility which unreasonably interferes with SRP's use of the RELOCATED FACILITIES. MUNICIPALITY shall submit design plans for any planned facility or improvement in the NEW FACILITY SITE to SRP for its prior review and comment.
 - b) In the event any SRP repair, maintenance, replacement or installation of the RELOCATED FACILITIES will cause a disturbance or a disruption of any public street or paved roadway, SRP shall notify MUNICIPALITY, pursuant to existing practices. SRP shall provide for advance warning signs, barricades, flagmen, flares, and other devices when necessary to protect the roadway user as set forth in the "Manual on Uniform Traffic Control Devices" and any amendments and/or revisions thereto.
 - c) In the event of any emergency, SRP shall have the immediate right to the use of any public street or paved roadway as necessary and appropriate to correct, repair, replace or reconstruct the RELOCATED FACILITIES affected by the emergency and notify MUNICIPALITY within a reasonable time thereafter.
- 8. MUNICIPALITY and SRP shall each release the other party and members of its governing bodies, directors, officers, employees, agents and representatives from any claim for damage, loss or cost, including reasonable attorneys' fees and litigation costs, arising from the party's use of the NEW FACILITY SITE unless caused by such party's breach of this Agreement, negligence or willful action.
- 9. Any disputes arising out of this Agreement, shall be subject to resolution by MUNICIPALITY and SRP through compromise, arbitration, or adjudication. The parties shall use arbitration, after exhausting all applicable administrative remedies, to resolve any disputes where the sole relief sought is monetary damages of one hundred thousand dollars (\$100,000) or less, exclusive of interest and costs. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association by an arbitrator mutually agreed upon by the parties.
- 10. The waiver by either party of any breach or failure to provide full performance under any of the terms or conditions of this Agreement shall not be construed as a waiver of any other term or condition, or of any subsequent breach of the same or any other term or condition.

- 11. Notices required to be given pursuant to this Agreement shall be delivered in person or by certified or first class United States mail, postage paid, or by facsimile to:
- 12. This Agreement, including any schedules, exhibits or attachments hereto, constitutes the entire agreement between the parties, and no understanding or obligation not expressly set forth herein shall be binding upon them. No modification, amendment or alteration of this Agreement shall be valid unless it is in writing and signed by both parties.
- 13. This Agreement shall be governed by the laws of the State of Arizona without regard to conflicts of law principles. Any court proceeding regarding this Agreement shall be initiated and prosecuted in a state or federal court located in Maricopa County, Arizona.
- 14. This Agreement shall be recorded in the books and records of Maricopa County, Arizona, and shall be effective as to any interest in the NEW FACILITY SITE now owned or hereafter acquired by MUNICIPALITY, and shall be binding on any successors (including successors in ownership and estate), assigns and lessees of MUNICIPALITY, and any future owners and lessees of the NEW FACILITY SITE.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

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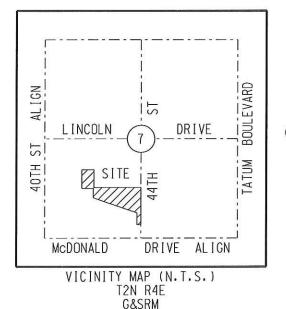
IN WITNESS WHEREOF, TOWN OF PARADISE VALLEY, a municipal corporation, has caused its name to be executed by its authorized representative(s) this day of, 2018.
TOWN OF PARADISE VALLEY, a municipal corporation
Ву
Its
ATTEST:
By Town Clerk
STATE OF
On this day of, 2018, before me, the undersigned, personally appeared, the
Notary Public My Commission Expires:
Notary Stamp/Seal

AND POWER DISTRICT, has executed this Agr 2018.	
SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT	•
Ву	
Its	-
CTATE OF	¥
STATE OF) SS. COUNTY OF	
On this day of, 2018 appeared, the SALT RIVER PROJECT AGRICULTU DISTRICT, and such authorized representative acknowledge behalf of the corporation for the purposes therein controls.	RAL IMPROVEMENT AND POWER owledged that this document was executed on
Notary Public	
My Commission Expires:	
B	
Notary Stamp/Seal	

EXHIBIT "A"

(Legal Description) (NEW FACILITY SITE)

EXHIBIT





REGISTRATION EXPIRES: 09-30-20

LEGEND

SECTION AND CENTERLINE

PROPERTY LINE

LIMITS OF SRP EASEMENT

SECTION CORNER AS NOTED

ABBREVIATION TABLE

G&SRM

GILA AND SALT RIVER MERIDIAN

DKT, PG

DOCKET, PAGE BOOK, PAGE

BK, PG M.C.R.

MARICOPA COUNTY RECORDER

LVI

LAST VISUAL INSPECTION NOT TO SCALE

N.T.S.

SRP

SALT RIVER PROJECT

R/W NO.

RIGHT OF WAY NUMBER

P.O.B.

POINT OF BEGINNING

P.O.C.

POINT OF COMMENCEMENT

BASIS OF BEARINGS:

THE ARIZONA STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD 83 DATUM.

UNDERGROUND ELECTRIC POWER LINE RIGHT-OF-WAY, MARICOPA COUNTY, ARIZONA

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

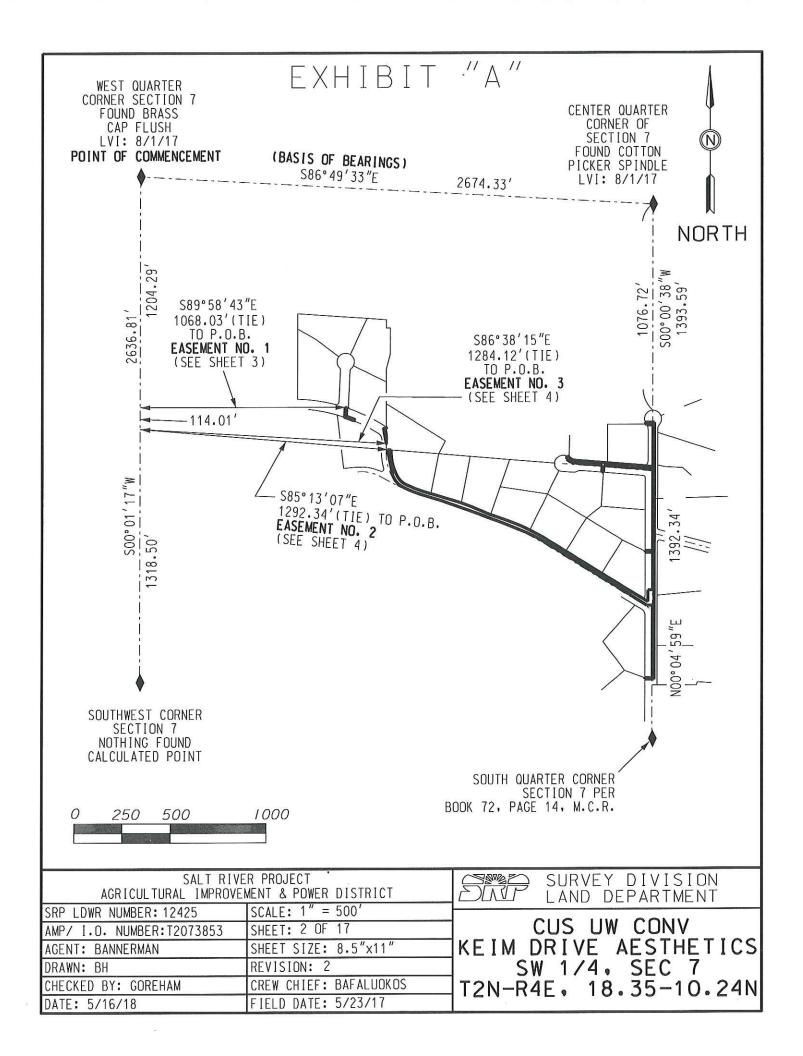
THIS EXHIBIT IS INTENDED TO ACCOMPANY AN EASEMENT. ALL PARCELS SHOWN WERE PLOTTED FROM RECORD INFORMATION, AND NO ATTEMPT HAS BEEN MADE TO VERIFY THE LOCATION OF ANY BOUNDARIES SHOWN. THIS IS NOT AN ARIZONA BOUNDARY SURVEY.

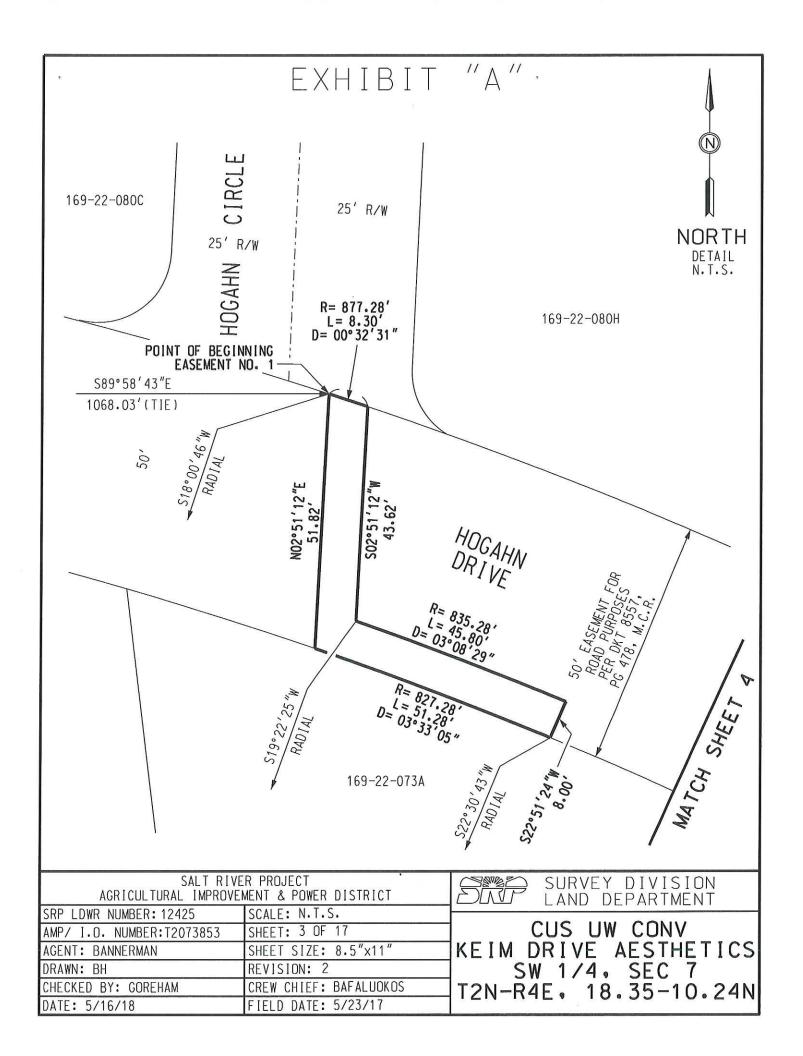
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SRP LDWR NUMBER: 12425 SCALE: N.T.S.		
AMP/ I.O. NUMBER:T2073853	SHEET: 1 OF 17	
AGENT: BANNERMAN	SHEET SIZE: 8.5"x11"	
DRAWN: BH	REVISION: 2	
CHECKED BY: GOREHAM	CREW CHIEF: BAFALUOKOS	
DATE: 5/16/18	FIELD DATE: 5/23/17	

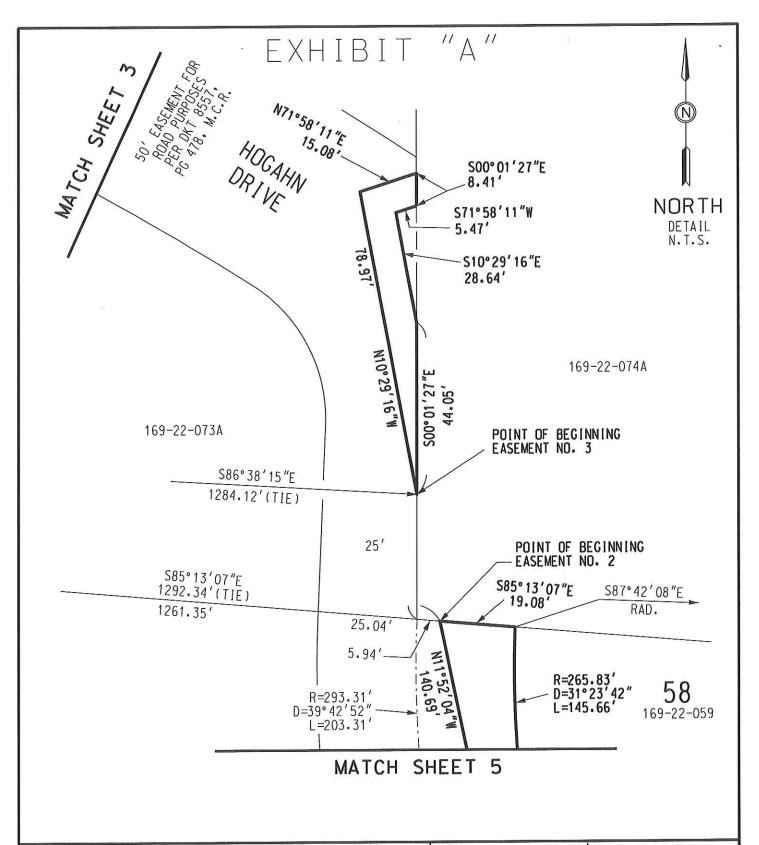


SURVEY DIVISION LAND DEPARTMENT

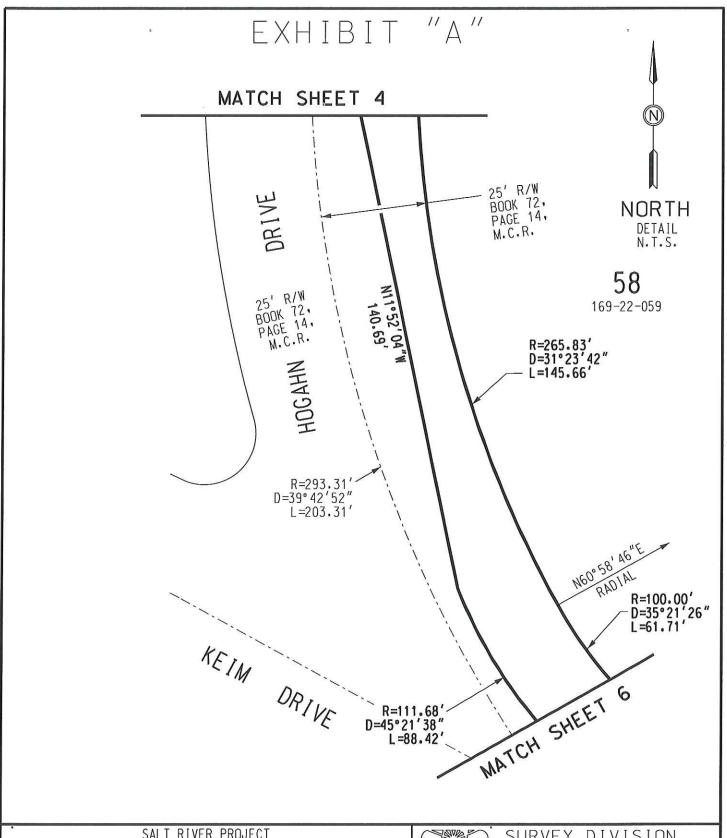
CUS UW CONV KEIM DRIVE AESTHETICS SW 1/4, SEC 7 T2N-R4E, 18.35-10.24N



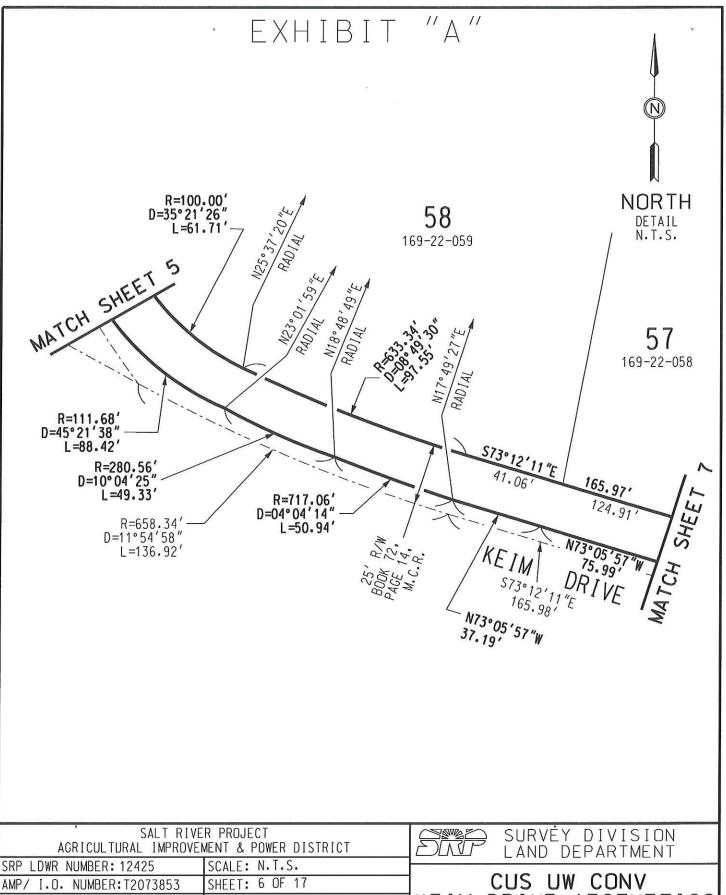




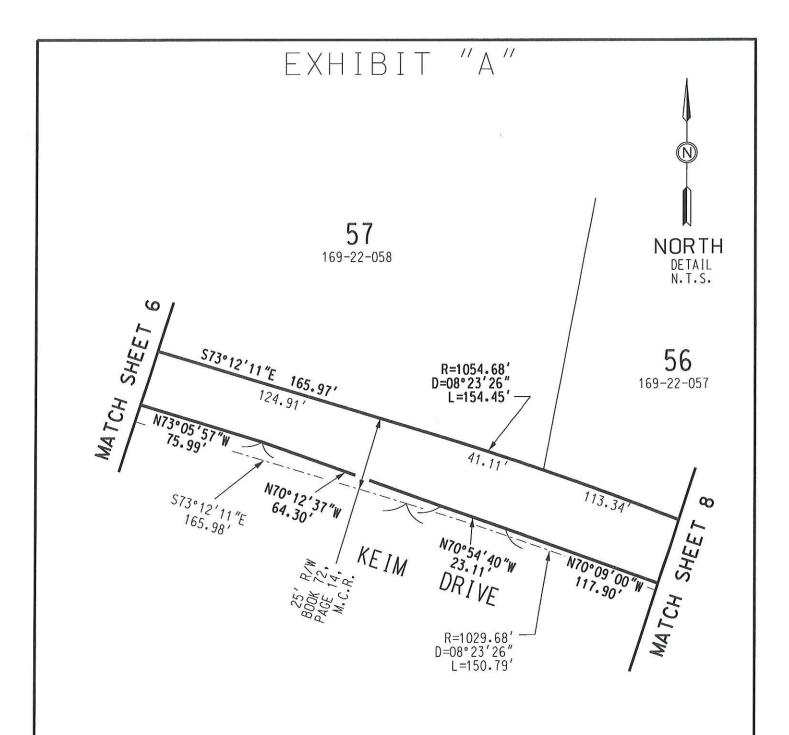
SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT & POWER DISTRICT		SURVEÝ DIVISION LAND DEPARTMENT
	SCALE: N.T.S.	0116 1111 00111
AMP/ I.O. NUMBER: T2073853	SHEET: 4 OF 17	CUS UW CONV
AGENT: BANNERMAN	SHEET SIZE: 8.5"x11"	KEIM DRIVE AESTHETICS
DRAWN: BH	REVISION: 2	SW 1/4. SEC 7
CHECKED BY: GOREHAM	CREW CHIEF: BAFALUOKOS	T2N-R4E, 18.35-10.24N
DATE: 5/16/18	FIELD DATE: 5/23/17	



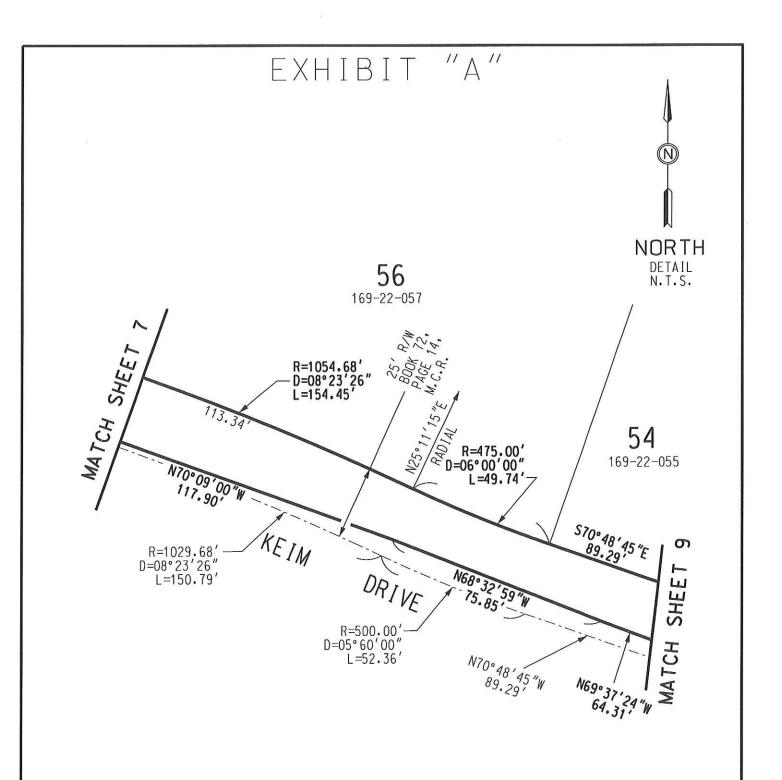
AGRICULTURAL IMPROVE	R PROJECT MENT & POWER DISTRICT	SURVEY DIVISION LAND DEPARTMENT
SRP LDWR NUMBER: 12425	SCALE: N.T.S.	
AMP/ I.O. NUMBER: T2073853	SHEET: 5 OF 17	CUS UW CONV
AGENT: BANNERMAN	SHEET SIZE: 8.5"x11"	TKEIM DRIVE AESTHETICS
DRAWN: BH	REVISION: 2	SW 1/4, SEC 7
CHECKED BY: GOREHAM	CREW CHIEF: BAFALUOKOS	T2N-R4E, 18.35-10.24N
DATE: 5/16/18	FIELD DATE: 5/23/17	7 1211 11 12 10 10 10 12 111



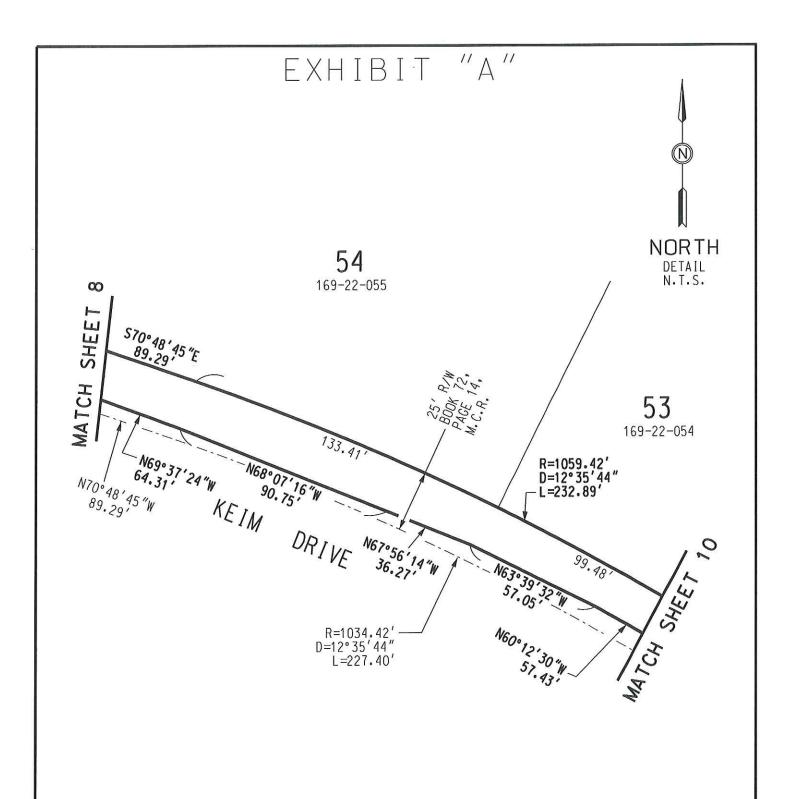
AGRICULTURAL IMPROVE	MENT & POWER DISTRICT	DATE LAND DEPARTMENT
SRP LDWR NUMBER: 12425	SCALE: N.T.S.	6 70 80 50 80 50 50 50 50 50 50 50 50 50 50 50 50 50
AMP/ I.O. NUMBER: T2073853	SHEET: 6 OF 17	CUS UW CONV
AGENT: BANNERMAN	SHEET SIZE: 8.5"x11"	KEIM DRIVE AESTHETICS
DRAWN: BH	REVISION: 2	SW 1/4, SEC 7
CHECKED BY: GOREHAM	CREW CHIEF: BAFALUOKOS	T2N-R4E, 18.35-10.24N
DATE: 5/16/18	FIELD DATE: 5/23/17	1211 1112 10133 1012 11



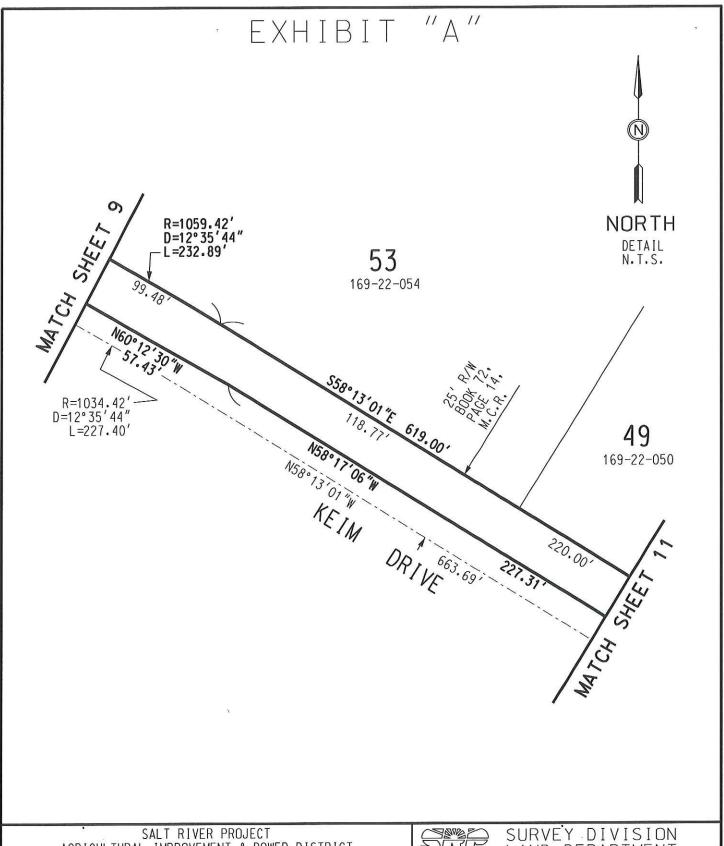
	ER PROJECT EMENT & POWER DISTRICT	SURVEY DIVISION LAND DEPARTMENT
SRP LDWR NUMBER: 12425	SCALE: N.T.S.	0110 1111 001111
AMP/ I.O. NUMBER: T2073853	SHEET: 7 OF 17	CUS UW CONV
AGENT: BANNERMAN	SHEET SIZE: 8.5"x11"	KEIM DRIVE AESTHETICS
DRAWN: BH	REVISION: 2	SW 1/4, SEC 7
CHECKED BY: GOREHAM	CREW CHIEF: BAFALUOKOS	T2N-R4E, 18.35-10.24N
DATE: 5/16/18	FIELD DATE: 5/23/17	1217 11127 10100 1012111



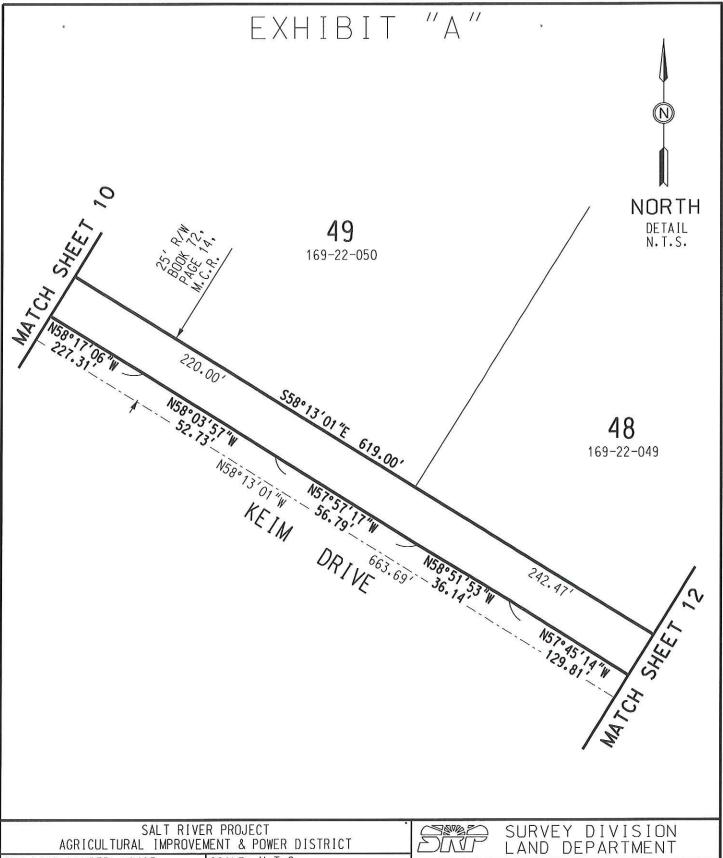
	ER PROJECT MENT & POWER DISTRICT	SURVEY DIVISION LAND DEPARTMENT
SRP LDWR NUMBER: 12425	SCALE: N.T.S.	
AMP/ I.O. NUMBER: T2073853	SHEET: 8 OF 17	CUS UW CONV
AGENT: BANNERMAN	SHEET SIZE: 8.5"x11"	KEIM DRIVE AESTHETICS
DRAWN: BH	REVISION: 1	SW 1/4, SEC 7
CHECKED BY: GOREHAM	CREW CHIEF: BAFALUOKOS	T2N-R4E, 18.35-10.24N
DATE: 5/16/18	FIELD DATE: 5/23/17	1211 1,121 10100 1012 111



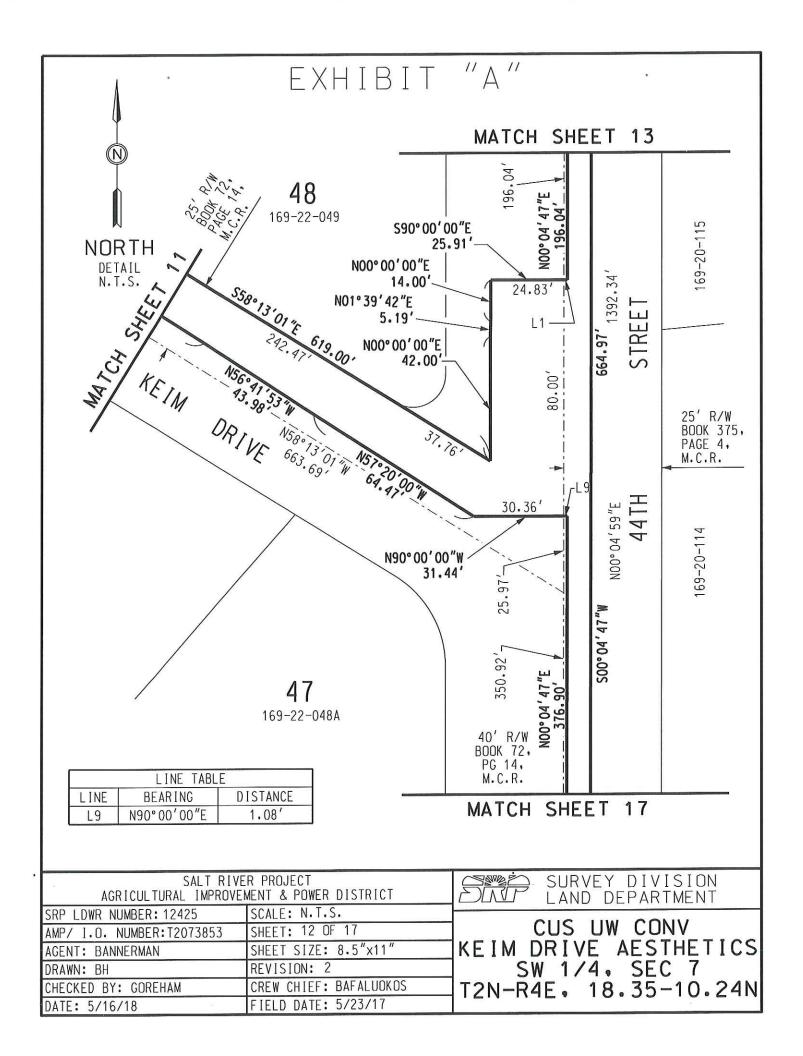
AGRICULTURAL IMPROVE	ER PROJECT MENT & POWER DISTRICT	SURVEY DIVISION LAND DEPARTMENT
SRP LDWR NUMBER: 12425	SCALE: N.T.S.	0110 1111 001111
AMP/ I.O. NUMBER:T2073853	SHEET: 9 OF 17	CUS UW CONV_
AGENT: BANNERMAN	SHEET SIZE: 8.5"x11"	□ KEIM DRIVE AESTHETICS
DRAWN: BH	REVISION: 2	SW 1/4, SEC 7
CHECKED BY: GOREHAM	CREW CHIEF: BAFALUOKOS	T2N-R4E, 18.35-10.24N
DATE: 5/16/18	FIELD DATE: 5/23/17	

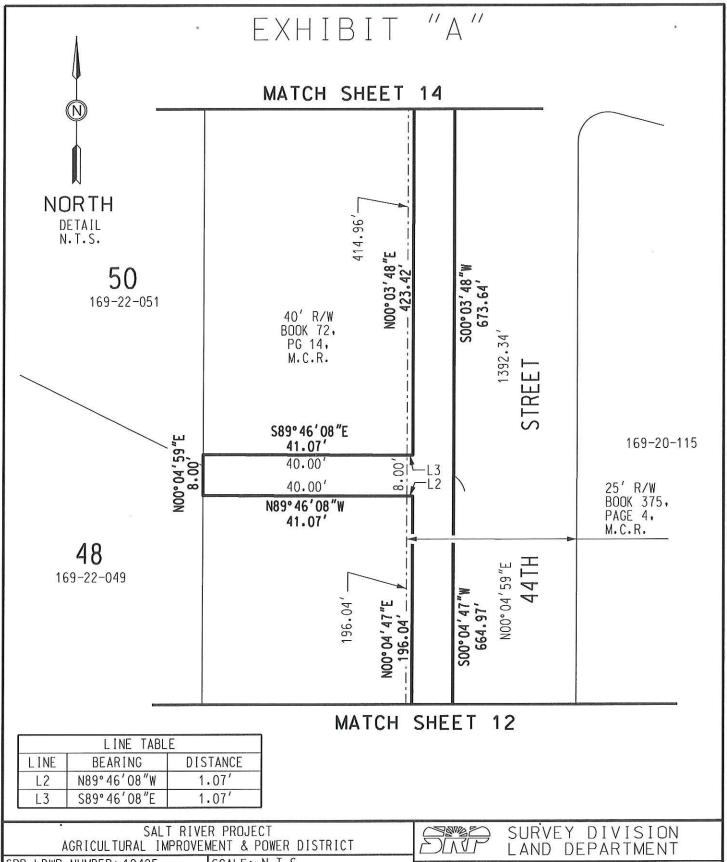


	EMENT & POWER DISTRICT	SURVEY DIVISION LAND DEPARTMENT
SRP LDWR NUMBER: 12425	SCALE: N.T.S.	0116 11111 001111
AMP/ I.O. NUMBER: T2073853	SHEET: 10 OF 17	CUS UW CONV_
AGENT: BANNERMAN	SHEET SIZE: 8.5"x11"	KEIM DRIVE AESTHETICS
DRAWN: BH	REVISION: 2	SW 1/4, SEC 7
CHECKED BY: GOREHAM	CREW CHIEF: BAFALUOKOS	T2N-R4E, 18.35-10.24N
DATE: 5/16/18	FIELD DATE: 5/23/17	1211 1112 10100 1012 11

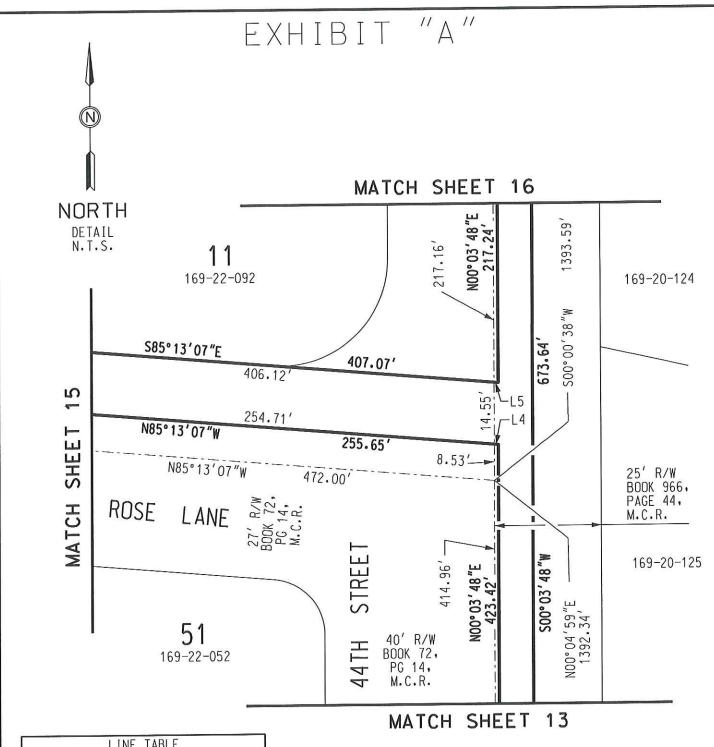


	ER PRUJECT EMENT & POWER DISTRICT	SURVEY DIVISION LAND DEPARTMENT
SRP LDWR NUMBER: 12425	SCALE: N.T.S.	0.10 1.111 0.0111
AMP/ I.O. NUMBER: T2073853	SHEET: 11 OF 17	CUS UW CONV
AGENT: BANNERMAN	SHEET SIZE: 8.5"x11"	KEIM DRIVE AESTHETICS
DRAWN: BH	REVISION: 2	SW 1/4, SEC 7
CHECKED BY: GOREHAM	CREW CHIEF: BAFALUOKOS	T2N-R4E, 18.35-10.24N
DATE: 5/16/18	FIELD DATE: 5/23/17	1211 1112 10133 1012 111





AGRICULTURAL IMPROVE	MENT & POWER DISTRICT	LAND DEPARTMENT
SRP LDWR NUMBER: 12425	SCALE: N.T.S.	0.1.6 1111 0.0111
AMP/ I.O. NUMBER:T2073853	SHEET: 13 OF 17	CUS UW CONV
AGENT: BANNERMAN	SHEET SIZE: 8.5"x11"	KEIM DRIVE AESTHETICS
DRAWN: BH	REVISION: 2	SW 1/4, SEC 7
CHECKED BY: GOREHAM	CREW CHIEF: BAFALUOKOS	T2N-R4E, 18.35-10.24N
DATE: 5/16/18	FIELD DATE: 5/23/17	1211 11 12 1 1 0 1 0 0 0 1 0 1 2 1 1 1

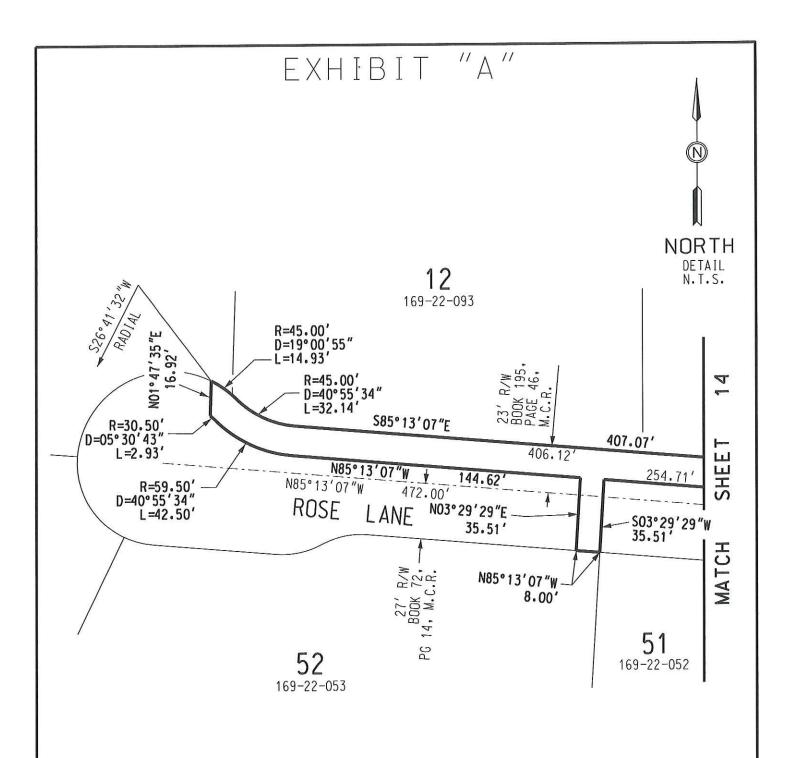


LINE TABLE		
LINE	BEARING	DISTANCE
L4	N85°13′07″W	0.94
L5	S85°13′07″E	0.95'

. SALT RIN AGRICULTURAL IMPROV	/ER PROJECT EMENT & POWER DISTRICT	
SRP LDWR NUMBER: 12425	SCALE: N.T.S.	
AMP/ I.O. NUMBER: T2073853	SHEET: 14 OF 17	
AGENT: BANNERMAN	SHEET SIZE: 8.5"x11"	
DRAWN: BH	REVISION: 2	
CHECKED BY: GOREHAM	CREW CHIEF: BAFALUOKOS	
DATE: 5/16/18	FIELD DATE: 5/23/17	



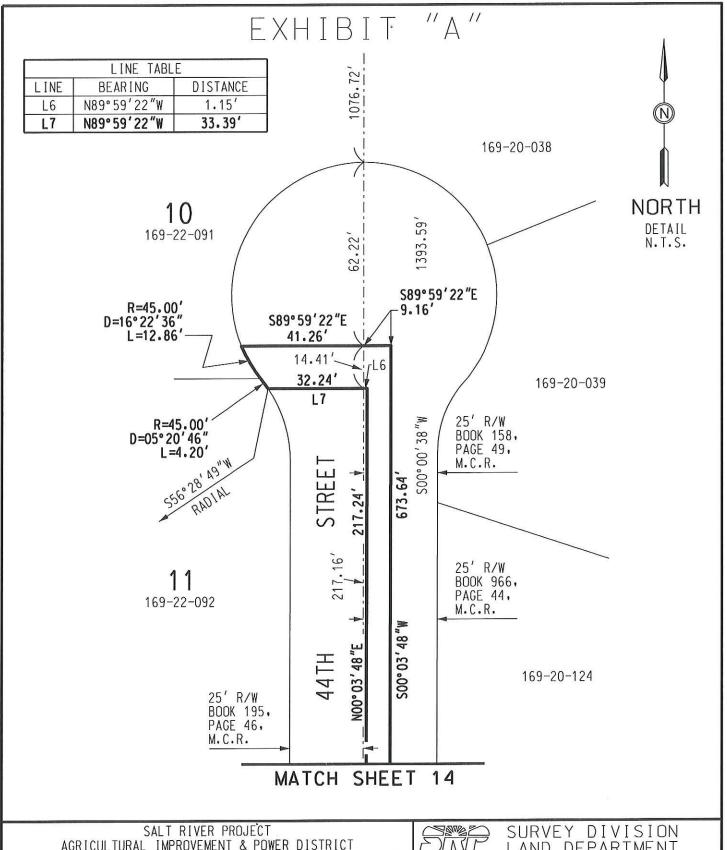
CUS UW CONV
KEIM DRIVE AESTHETICS
SW 1/4. SEC 7
T2N-R4E. 18.35-10.24N



SALT RÍVER PROJECT AGRICULTURAL IMPROVEMENT & POWER DISTRICT		
SRP LDWR NUMBER: 12425	SCALE: N.T.S.	
AMP/ I.O. NUMBER: T2073853	SHEET: 15 OF 17	
AGENT: BANNERMAN	SHEET SIZE: 8.5"x11"	K
DRAWN: BH	REVISION: 2	
CHECKED BY: GOREHAM	CREW CHIEF: BAFALUOKOS	
DATE: 5/16/18	FIELD DATE: 5/23/17	

SURVEY DIVISION LAND DEPARTMENT

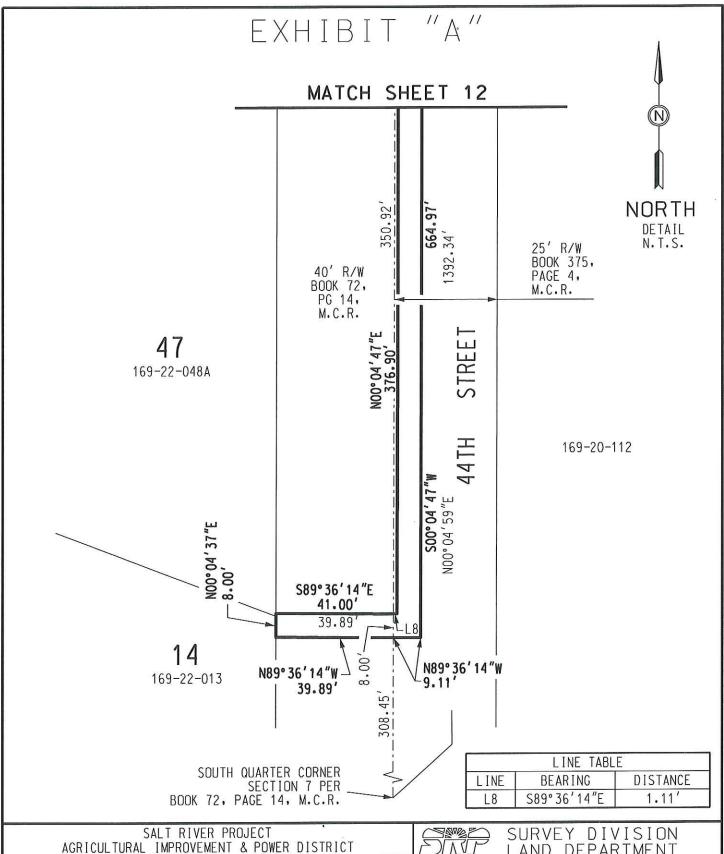
CUS UW CONV
KEIM DRIVE AESTHETICS
SW 1/4, SEC 7
T2N-R4E, 18.35-10.24N



SALT RIVER PROJECT: AGRICULTURAL IMPROVEMENT & POWER DISTRICT		
	SCALE: N.T.S.	
AMP/ I.O. NUMBER: T2073853	SHEET: 16 OF 17	
AGENT: BANNERMAN	SHEET SIZE: 8.5"x11"	
DRAWN: BH	REVISION: 2	
CHECKED BY: GOREHAM	CREW CHIEF: BAFALUOKOS	
DATE: 5/16/18	FIELD DATE: 5/23/17	

LAND DEPARTMENT

CUS UW CONV KEIM DRIVE AESTHETICS SW 1/4. SEC 7 T2N-R4E. 18.35-10.24N



AGRICULTURAL IMPROVEMENT & POWER DISTRICT		
SRP LDWR NUMBER: 12425	SCALE: N.T.S.	
AMP/ I.O. NUMBER: T2073853	SHEET: 17 OF 17	
AGENT: BANNERMAN	SHEET SIZE: 8.5"x11"	
DRAWN: BH	REVISION: 2	
CHECKED BY: GOREHAM	CREW CHIEF: BAFALUOKOS	
DATE: 5/16/18	FIELD DATE: 5/23/17	

LAND DEPARTMENT

CUS UW CONV
KEIM DRIVE AESTHETICS
SW 1/4. SEC 7
T2N-R4E. 18.35-10.24N

TTRRSS: 2N4E07

JOB NAME: CUS UW CONV KEIM DRIVE AESTHETICS

PAGE: 1 OF 7

THREE (3) EASEMENTS LOCATED IN THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 2 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

EASEMENT NO. 1:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 7, BEING A BRASS CAP FLUSH, FROM WHICH THE CENTER QUARTER CORNER OF SAID SECTION 7, BEING A COTTON PICKER SPINDLE, BEARS SOUTH 86 DEGREES 49 MINUTES 33 SECONDS EAST, A DISTANCE OF 2674.33 FEET **(BASIS OF BEARINGS)**;

THENCE ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7, SOUTH 00 DEGREES 01 MINUTES 17 SECONDS WEST, A DISTANCE OF 1204.29 FEET;

THENCE SOUTH 89 DEGREES 58 MINUTES 43 SECONDS EAST, A DISTANCE OF 1068.03 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 877.29 FEET WHICH BEARS SOUTH 18 DEGREES 00 MINUTES 46 SECONDS WEST AND THE **POINT OF BEGINNING OF EASEMENT NO. 1**;

THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 00 DEGREES 32 MINUTES 31 SECONDS, AN ARC LENGTH OF 8.30 FEET;

THENCE SOUTH 02 DEGREES 51 MINUTES 12 SECONDS WEST, A DISTANCE OF 43.62 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 835.28 FEET WHICH BEARS SOUTH 19 DEGREES 22 MINUTES 25 SECONDS WEST;

THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 03 DEGREES 08 MINUTES 29 SECONDS, AN ARC LENGTH OF 45.80 FEET;

THENCE SOUTH 22 DEGREES 51 MINUTES 24 SECONDS WEST, A DISTANCE OF 8.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 827.28 FEET WHICH BEARS SOUTH 22 DEGREES 30 MINUTES 43 SECONDS WEST;

THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 03 DEGREES 33 MINUTES 05 SECONDS, AN ARC LENGTH OF 51.28 FEET;

THENCE NORTH 02 DEGREES 51 MINUTES 12 SECONDS EAST, A DISTANCE OF 51.82 FEET TO THE **POINT OF BEGINNING OF EASEMENT NO. 1**.

SAID EASEMENT NO. 1 CONTAINS AN AREA OF 770 SQUARE FEET, OR 0.01 ACRES, MORE OR LESS

TTRRSS: 2N4E07

JOB NAME: CUS UW CONV KEIM DRIVE AESTHETICS

PAGE: 2 OF 7

EASEMENT NO. 2:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 7, BEING A BRASS CAP FLUSH, FROM WHICH THE CENTER QUARTER CORNER OF SAID SECTION 7, BEING A COTTON PICKER SPINDLE, BEARS SOUTH 86 DEGREES 49 MINUTES 33 SECONDS EAST, A DISTANCE OF 2674.33 FEET **(BASIS OF BEARINGS)**;

THENCE ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7, SOUTH 00 DEGREES 01 MINUTES 17 SECONDS WEST, A DISTANCE OF 1318.30 FEET;

THENCE SOUTH 85 DEGREES 13 MINUTES 07 SECONDS EAST, A DISTANCE OF 1292.34 FEET TO THE **POINT OF BEGINNING OF EASEMENT NO. 2**;

THENCE CONTINUING SOUTH 85 DEGREES 13 MINUTES 07 SECONDS EAST, A DISTANCE OF 19.08 FEET TO A NON-TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 265.83 FEET WHICH BEARS SOUTH 87 DEGREES 42 MINUTES 08 SECONDS EAST;

THENCE ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 31 DEGREES 23 MINUTES 42 SECONDS, AN ARC LENGTH OF 145.66 FEET TO A NON-TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 100.00 FEET WHICH BEARS NORTH 60 DEGREES 58 MINUTES 46 SECONDS EAST;

THENCE ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 35 DEGREES 21 MINUTES 26 SECONDS, AN ARC LENGTH OF 61.71 FEET TO A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 633.34 FEET WHICH BEARS NORTH 25 DEGREES 37 MINUTES 20 SECONDS EAST;

THENCE ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 08 DEGREES 49 MINUTES 30 SECONDS, AN ARC LENGTH OF 97.55 FEET;

THENCE SOUTH 73 DEGREES 12 MINUTES 11 SECONDS EAST, A DISTANCE OF 165.97 FEET TO A TANGENT CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 1054.68 FEET;

THENCE ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 08 DEGREES 23 MINUTES 26 SECONDS, AN ARC LENGTH OF 154.45 FEET TO A TANGENT CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 475.00 FEET;

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THENCE ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 06 DEGREES 00 MINUTES 00 SECONDS, AN ARC LENGTH OF 49.74 FEET;

THENCE SOUTH 70 DEGREES 48 MINUTES 45 SECONDS EAST, A DISTANCE OF 89.29 FEET TO A TANGENT CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 1059.42 FEET;

THENCE ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 12 DEGREES 35 MINUTES 44 SECONDS, AN ARC LENGTH OF 232.89 FEET;

THENCE SOUTH 58 DEGREES 13 MINUTES 01 SECONDS EAST, A DISTANCE OF 619.00 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 42.00 FEET; THENCE NORTH 01 DEGREES 39 MINUTES 42 SECONDS EAST, A DISTANCE OF 5.19 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 14.00 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 25.91 FEET; THENCE NORTH 00 DEGREES 04 MINUTES 47 SECONDS EAST, A DISTANCE OF 196.04 FEET; THENCE NORTH 89 DEGREES 46 MINUTES 08 SECONDS WEST, A DISTANCE OF 41.07 FEET; THENCE NORTH 00 DEGREES 04 MINUTES 59 SECONDS EAST, A DISTANCE OF 8.00 FEET; THENCE SOUTH 89 DEGREES 46 MINUTES 08 SECONDS EAST, A DISTANCE OF 41.07 FEET; THENCE NORTH 00 DEGREES 03 MINUTES 48 SECONDS EAST, A DISTANCE OF 423.42 FEET; THENCE NORTH 85 DEGREES 13 MINUTES 07 SECONDS WEST, A DISTANCE OF 255.65 FEET; THENCE SOUTH 03 DEGREES 29 MINUTES 29 SECONDS WEST, A DISTANCE OF 35.51 FEET; THENCE NORTH 85 DEGREES 13 MINUTES 07 SECONDS WEST, A DISTANCE OF 8.00 FEET; THENCE NORTH 03 DEGREES 29 MINUTES 29 SECONDS EAST, A DISTANCE OF 35.51 FEET; THENCE NORTH 85 DEGREES 13 MINUTES 07 SECONDS WEST, A DISTANCE OF 144.62 FEET TO A TANGENT CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 59.50 FEET;

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THENCE ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 40 DEGREES 55 MINUTES 34 SECONDS, AN ARC LENGTH OF 42.50 FEET TO A TANGENT CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 30.50 FEET;

THENCE ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 05 DEGREES 30 MINUTES 43 SECONDS, AN ARC LENGTH OF 2.93 FEET;

THENCE NORTH 01 DEGREES 47 MINUTES 35 SECONDS EAST, A DISTANCE OF 16.92 FEET TO A NON-TANGENT CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 45.00 FEET WHICH BEARS SOUTH 26 DEGREES 41 MINUTES 32 SECONDS WEST;

THENCE ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 19 DEGREES 00 MINUTES 55 SECONDS, AN ARC LENGTH OF 14.93 FEET TO A REVERSE CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 45.00 FEET;

THENCE ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 40 DEGREES 55 MINUTES 34 SECONDS, AN ARC LENGTH OF 32.14 FEET;

THENCE SOUTH 85 DEGREES 13 MINUTES 07 SECONDS EAST, A DISTANCE OF 407.07 FEET;

THENCE NORTH 00 DEGREES 03 MINUTES 48 SECONDS EAST, A DISTANCE OF 217.24 FEET;

THENCE NORTH 89 DEGREES 59 MINUTES 22 SECONDS WEST, A DISTANCE OF 33.39 FEET TO A NON-TANGENT CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 45.00 FEET WHICH BEARS SOUTH 56 DEGREES 28 MINUTES 49 SECONDS WEST;

THENCE ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 05 DEGREES 20 MINUTES 46 SECONDS, AN ARC LENGTH OF 4.20 FEET TO A REVERSE CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 45.00 FEET;

THENCE ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 16 DEGREES 22 MINUTES 36 SECONDS, AN ARC LENGTH OF 12.86 FEET;

THENCE SOUTH 89 DEGREES 59 MINUTES 22 SECONDS EAST, A DISTANCE OF 50.42 FEET;

THENCE SOUTH 00 DEGREES 03 MINUTES 48 SECONDS WEST, A DISTANCE OF 673.64 FEET;

THENCE SOUTH 00 DEGREES 04 MINUTES 47 SECONDS WEST, A DISTANCE OF 664.97 FEET;

THENCE NORTH 89 DEGREES 36 MINUTES 14 SECONDS WEST, A DISTANCE OF 49.00 FEET;

THENCE NORTH 00 DEGREES 04 MINUTES 37 SECONDS EAST, A DISTANCE OF 8.00 FEET;

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THENCE SOUTH 89 DEGREES 36 MINUTES 14 SECONDS EAST, A DISTANCE OF 41.00 FEET; THENCE NORTH 00 DEGREES 04 MINUTES 47 SECONDS EAST, A DISTANCE OF 376.90 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 31.44 FEET; THENCE NORTH 57 DEGREES 20 MINUTES 00 SECONDS WEST, A DISTANCE OF 64.47 FEET; THENCE NORTH 56 DEGREES 41 MINUTES 53 SECONDS WEST, A DISTANCE OF 43.98 FEET; THENCE NORTH 57 DEGREES 45 MINUTES 14 SECONDS WEST, A DISTANCE OF 129.81 FEET; THENCE NORTH 58 DEGREES 51 MINUTES 53 SECONDS WEST, A DISTANCE OF 36.14 FEET; THENCE NORTH 57 DEGREES 57 MINUTES 17 SECONDS WEST, A DISTANCE OF 56.79 FEET; THENCE NORTH 58 DEGREES 03 MINUTES 57 SECONDS WEST, A DISTANCE OF 52.73 FEET; THENCE NORTH 58 DEGREES 17 MINUTES 06 SECONDS WEST, A DISTANCE OF 227.31 FEET; THENCE NORTH 60 DEGREES 12 MINUTES 30 SECONDS WEST, A DISTANCE OF 57.43 FEET; THENCE NORTH 63 DEGREES 39 MINUTES 32 SECONDS WEST, A DISTANCE OF 57.05 FEET; THENCE NORTH 67 DEGREES 56 MINUTES 14 SECONDS WEST, A DISTANCE OF 36.27 FEET; THENCE NORTH 68 DEGREES 07 MINUTES 16 SECONDS WEST, A DISTANCE OF 90.75 FEET; THENCE NORTH 69 DEGREES 37 MINUTES 24 SECONDS WEST, A DISTANCE OF 64.31 FEET; THENCE NORTH 68 DEGREES 32 MINUTES 59 SECONDS WEST, A DISTANCE OF 75.85 FEET; THENCE NORTH 70 DEGREES 09 MINUTES 00 SECONDS WEST, A DISTANCE OF 117.90 FEET; THENCE NORTH 70 DEGREES 54 MINUTES 40 SECONDS WEST, A DISTANCE OF 23.11 FEET; THENCE NORTH 70 DEGREES 12 MINUTES 37 SECONDS WEST, A DISTANCE OF 64.30 FEET; THENCE NORTH 73 DEGREES 05 MINUTES 57 SECONDS WEST, A DISTANCE OF 75.99 FEET;

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THENCE NORTH 73 DEGREES 05 MINUTES 57 SECONDS WEST, A DISTANCE OF 37.19 FEET TO A NON-TANGENT CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 717.06 FEET WHICH BEARS NORTH 17 DEGREES 49 MINUTES 27 SECONDS EAST;

THENCE ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 04 DEGREES 04 MINUTES 14 SECONDS, AN ARC LENGTH OF 50.94 FEET TO A NON-TANGENT CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 280.56 FEET WHICH BEARS NORTH 18 DEGREES 48 MINUTES 49 SECONDS EAST;

THENCE ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 10 DEGREES 04 MINUTES 25 SECONDS, AN ARC LENGTH OF 49.33 FEET TO A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 111.68 FEET WHICH BEARS NORTH 23 DEGREES 01 MINUTES 59 SECONDS EAST;

THENCE ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 45 DEGREES 21 MINUTES 38 SECONDS, AN ARC LENGTH OF 88.42 FEET;

THENCE NORTH 11 DEGREES 52 MINUTES 04 SECONDS WEST, A DISTANCE OF 140.69 FEET TO SAID **POINT OF BEGINNING OF EASEMENT NO. 2**.

SAID EASEMENT NO. 2 CONTAINS AN AREA OF 49,819 SQUARE FEET, OR 1.14 ACRES, MORE OR LESS.

EASEMENT NO. 3:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 7, BEING A BRASS CAP FLUSH, FROM WHICH THE CENTER QUARTER CORNER OF SAID SECTION 7, BEING A COTTON PICKER SPINDLE, BEARS SOUTH 86 DEGREES 49 MINUTES 33 SECONDS EAST, A DISTANCE OF 2674.33 FEET **(BASIS OF BEARINGS)**;

THENCE ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7, SOUTH 00 DEGREES 01 MINUTES 17 SECONDS WEST, A DISTANCE OF 1318.30 FEET;

THENCE SOUTH 86 DEGREES 38 MINUTES 15 SECONDS EAST, A DISTANCE OF 1284.12 FEET TO THE **POINT OF BEGINNING OF EASEMENT NO. 3**;

THENCE NORTH 10 DEGREES 29 MINUTES 16 SECONDS WEST, A DISTANCE OF 78.97 FEET;

THENCE NORTH 71 DEGREES 58 MINUTES 11 SECONDS EAST, A DISTANCE OF 15.08 FEET;

THENCE SOUTH 00 DEGREES 01 MINUTES 27 SECONDS EAST, A DISTANCE OF 8.41 FEET;

THENCE SOUTH 71 DEGREES 58 MINUTES 11 SECONDS WEST, A DISTANCE OF 5.47 FEET;

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THENCE SOUTH 10 DEGREES 29 MINUTES 16 SECONDS EAST, A DISTANCE OF 28.64 FEET;

THENCE SOUTH 00 DEGREES 01 MINUTES 27 SECONDS EAST, A DISTANCE OF 44.05 FEET TO THE **POINT OF BEGINNING OF EASEMENT NO. 3**.

SAID EASEMENT NO. 3 CONTAINS AN AREA OF 512 SQUARE FEET, OR 0.01 ACRES, MORE OR LESS.

THIS DOCUMENT DESCRIBES MULTIPLE EASEMENTS EACH INTERDEPENDENT ON THE OTHER AND SHOULD BE REPRODUCED IN ITS ENTIRETY.

END OF DESCRIPTION

48253
KATIE
GOREHAM B.

REGISTRATION EXPIRES: 09-30-20

EXHIBIT "B"

(List of Encumbrances)