

When recorded, return to:  
Salt River Project  
Attention: Legal Services  
Mail Station PAB4TA  
P.O. Box 52025  
Phoenix, Arizona 85072-2025

**RESTRICTIVE COVENANT**

**(SOLID WASTE LANDFILL AND  
POND SOLIDS RESTRICTION)**

**BETWEEN**

**THE NAVAJO NATION**

**AND THE**

**SALT RIVER PROJECT AGRICULTURAL  
IMPROVEMENT AND POWER DISTRICT**

**ARIZONA PUBLIC SERVICE COMPANY**

**TUCSON ELECTRIC POWER COMPANY**

**NEVADA POWER COMPANY d/b/a NV Energy**

**DEPARTMENT OF WATER AND POWER OF CITY OF LOS ANGELES**

**THIS RESTRICTIVE COVENANT (SOLID WASTE LANDFILL AND POND SOLIDS RESTRICTION)** (“Restriction”) is made and entered into by and between THE NAVAJO NATION (“Nation”) and SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT, ARIZONA PUBLIC SERVICE COMPANY, TUCSON ELECTRIC POWER COMPANY, NEVADA POWER COMPANY d/b/a NV Energy AND THE DEPARTMENT OF WATER AND POWER OF CITY OF LOS ANGELES (hereinafter collectively, together with their successors and assigns, referred to as “Lessees”, and singly referred to as “Lessee”) and is approved by the Secretary of the Interior on this \_\_\_ day of \_\_\_\_\_, 2017. The Nation and Lessees are hereinafter collectively referred to as the “Parties” or individually as “Party.”

## RECITALS

**WHEREAS**, the Nation and the Lessees are parties to that certain Extension Lease of contemporaneous date herewith (the “Lease”), for which a Memorandum of Lease is recorded with the United States Department of the Interior Land Titles & Records Office at document no. \_\_\_\_\_ . The Lease is for an electrical generation facility commonly known as Navajo Generating Station located in portions of the Navajo Nation and Coconino County, Arizona (the “Leased Premises”).

**WHEREAS**, pursuant to the Lease the Lessees will close in place material on, in and under the solid waste landfill and closed-in-place ponds located within a portion of the Leased Premises and referred to as the Solid Waste Landfill and Pond Solids Area.

**WHEREAS**, the Nation has evidenced by Resolution CJN-33-17 dated June 29, 2017, approved this Restriction, which Restriction is an exhibit to or referenced in the foregoing Lease, upon the terms and conditions set forth in the Resolution and in consideration for the terms contained in the Lease as the Nation deems to be in the best interests of the Nation.

**WHEREAS**, the Lessees have applied or will apply for the grant of rights-of-way and easements for the Leased Premises, including the Solid Waste Landfill and Pond Solids Areas defined herein below, from the Secretary by one or more §323 Grants. The Nation has consented to said §323 Grants pursuant to Resolution CJN-33-17, subject to the approval of the terms and conditions of each §323 Grant by the Nation. Those rights-of-way and easements granted to the Lessees by the Secretary under each §323 Grant, including for the Solid Waste Landfill and Pond Solids Areas, are intended to be and shall be additional and supplementary to, separate and independent from, and not conditioned upon the leasehold rights leased to the Lessees under the Lease, including as to this Restriction.

**WHEREAS**, the United States Department of the Interior, Bureau of Indian Affairs is approving this Restriction pursuant to its authority granted in 25 U.S.C. §84.

**NOW THEREFORE**, the Nation and Lessees desire to enter into this Restriction.

### 1. DEFINITIONS.

- (A) **“Solid Waste Landfill and Pond Solids Area”** means those portions of the Leased Premises legally described on Exhibit A hereto.
- (B) **“Solid Waste Landfill and Pond Solids Restriction”** means the restrictions, servitudes and prohibitions created by this Restriction.
- (C) **“Effective Date”** means the date that the Secretary has approved this Restriction, which shall be inserted on page one of this Restriction.
- (D) **“Lease Term”** means the 35-year term of the Lease as to the Solid Waste Landfill and Pond Solids Areas, which shall expire on December 22, 2054.

- (E) “**Secretary**” means the Secretary of the Interior or his or her authorized representative or such person or agency as he or she may expressly designate to perform the functions specified in this Restriction to be performed by the Secretary or such Federal agency as may succeed to the duties of the Secretary under the Lease and this Restriction.
- (F) “**§323 Grants**” means, singularly or collectively, one or more grants of rights-of-way and easements under the Act of February 5, 1948 (62 Stat. 17, 18, 25 U.S.C. §§323-328), the Act of March 3, 1879 (20 Stat. 394, 5 U.S.C. §485), as amended, and the Acts of July 9, 1832, and July 27, 1868 (4 Stat. 564, 15 Stat. 228, 25 U.S.C. §2), and such current regulations promulgated thereunder as are applicable, including 25 C.F.R. §1.2 and Part 169, to Lessees.

## **2. SOLID WASTE LANDFILL AND POND SOLIDS RESTRICTION.**

- (A) Use of the Solid Waste Landfill and Pond Solids Areas shall not disturb the integrity of the final cover, liner(s), or any other component of the containment system, or the function of any monitoring systems. In accordance with the Lease, Lessees shall have the right to place fencing, signage and other barriers and notices they deem necessary to comply with the restrictions and requirements in this Section 2(A). Signage and notices shall be posted in both English and Navajo.
- (B) No other disturbance shall be allowed unless it is first demonstrated to the satisfaction of the Lessees that disturbance of the final cover, liner, or other component of the containment system will not increase the potential threat to human health or the environment. The demonstration must be certified by a qualified professional engineer.
- (C) No portion of the surface of the Solid Waste Landfill and Pond Solids Areas other than designated and engineered storm water containment ponds approved by a registered professional engineer may be used for surface water or other liquid storage/retention, or any activity or structure that may affect the landfill or material/soil located under the surface, including without limitation, any building or other structure for which the landfill as closed is not designed to support or which may puncture or impair any environmental protection system such as a lining or barrier.

## **3. PERPETUAL TERM.**

The term and effectiveness of the Solid Waste Landfill and Pond Solids Areas Restriction and the other provisions of this Restriction shall be perpetual. Without limitation, this Restriction shall remain in effect longer than the Lease Term and shall survive the termination or extinguishment of the Lease or any §323 Grant.

## **4. INDEMNITY OF LESSEES.**

- (A) All or portions of the Solid Waste Landfill and Pond Solids Areas may be surrendered to the Nation prior to the end of the Lease Term.

- (B) The Nation agrees to indemnify, hold harmless and defend Lessees from and against any and all claims by third parties of damages, liabilities or expenses which any Lessee may incur, or to which any Lessee may be subjected, resulting from the actions of the Nation, any political subdivision, any tribal enterprise, tribal business, tribal corporate entity, or its tribal members or residents arising out of or related to the Solid Waste Landfill and Pond Solids Areas after Surrender in accordance with the Lease and any future improvements placed thereon commencing on the earlier of the Surrender of any portion of the Solid Waste Landfill and Pond Solids Areas or the date the Lease Term ends.
- (C) The Nation agrees to indemnify, hold harmless and defend Lessees from and against any and all claims by third parties for damages, liabilities or expenses which any Lessee may incur, or to which any Lessee may be subjected arising out of or related in any manner to use of the Solid Waste Landfill and Pond Solids Areas by the Navajo Nation or, after Surrender of the Solid Waste Landfill and Pond Solids Areas, third parties for any purpose prohibited by Section 2. Expenses shall include, without limitation, any additional remediation costs imposed upon any Lessee by any government entity or administrative or judicial action or decision.
- (D) This indemnity shall survive in perpetuity and be effective notwithstanding the termination or expiration of the Lease or any §323 Grant.
- (E) Nothing in this Restriction shall limit any indemnity rights among the Parties set forth in the Lease.

## **5. ENFORCEMENT.**

- (A) Prior to Surrender of the Solid Waste Landfill and Pond Solids Areas, and subject to the provisions of Section 5(B) below, the Lessees may enforce this Restriction in any manner provided for herein or by law or in equity, including, but not limited to:
  - (i) To seek legal action to prevent any person's right to occupy or use the Solid Waste Landfill and Pond Solids Areas or any portion thereof in violation of this Restriction;
  - (ii) To take action (including pursuant to any legal means) to abate any violation of this Restriction;
  - (iii) requiring any person, at the person's expense, to remove any structure or improvement on the Solid Waste Landfill and Pond Solids Areas in violation of this Restriction and to restore that affected portion of the Solid Waste Landfill and Pond Solids Areas to its previous condition and, upon failure of that person to do so, the Lessees or their designee shall have the right to enter the property, remove the violation and restore the property to substantially the same condition as previously existed and any such action shall not be deemed a trespass, so long as the Lessees secure written permission from the Division Director of the Nation's Division of Natural

Resources (or any successor division) prior to taking that action, which approval shall not be unreasonably withheld, conditioned or delayed;

- (iv) prohibiting through any lawful means any person who fails to comply with the terms and provisions of this Restriction from continuing or performing any further activities in violation of Section 2 of this Restriction;
  - (v) filing a suit at law or in equity to enjoin a violation of this Restriction, to compel compliance with this Restriction, to recover money damages or to obtain such other relief as to which the Lessees may be entitled.
- (B) All rights and remedies of Lessees under this Restriction or at law or in equity are cumulative, and the exercise of one right or remedy by Lessees shall not waive Lessees' or another Lessee's right to exercise another right or remedy. For purposes of this Restriction, Lessees shall act as a group through a representative or committee of representatives (the "Representative"). Decisions and actions of the Representative shall be binding on the Lessees. Notwithstanding the provisions of Sections 5(A) or this 5(B), the Lessees shall provide the Nation with at least ninety (90) days' advance notice of the commencement of an action pursuant to Section 5(A) (except in the case of an action pursuant to Section 5(D), in which case no advance notice need be given) and shall provide the Nation with an opportunity to cure the default or breach, whether by the Nation or any other person or entity.
- (C) Following Surrender of the Solid Waste Landfill and Pond Solids Areas to the Nation in accordance with the Lease, the Nation shall use diligent efforts at the Nation's expense to assure compliance by it and any users or occupants of the Leased Premises (whether invited or uninvited, temporary or permanent) with the provisions of these Restrictions, including to exercise any of the remedies noted in this Section 5 against any users or occupants. After Surrender of the Solid Waste Landfill and Pond Solids Areas, except as noted in Section 5(D) below, before the Lessees (acting through the Representative) may exercise any rights or remedies note in Section 5(A) above, they must first provide the Nation with a written notice of the breach by the Nation or any other person or entity with these Restrictions, which notice shall specify with particularity the nature of the alleged breach or failure. The Nation shall have ninety (90) days to cure the breach or failure or to commence cure. If it commences the cure within that ninety (90) day period, it shall have as long as is reasonably necessary to diligently complete that cure. If the Nation does not cure the breach or failure in compliance with those obligations, Lessees may pursue all rights and remedies independently from the Nation in accordance with the Section 18 of the Lease (Other Breaches and Defaults), which is herein incorporated into this Restriction via Section 11 (Incorporated Provisions), and any efforts of the Nation shall not limit or preclude the rights of any Lessee hereunder or restrict its right of indemnification by the Nation or others.

- (D) The foregoing restrictions shall not limit the right of Lessees to seek or undertake immediate legal action to resolve any condition or situation that poses an imminent threat to health, safety or the environment.
- (E) After expiration of the Lease Term, the obligation to enforce the provisions of this Restriction shall transfer to the Nation except to the extent that applicable United States federal law requires continued enforcement by the Lessees.

**6. APPLICABLE LAW.**

- (A) Notwithstanding any provision of the Navajo Nation Code, any other Navajo Nation law, or relevant federal, state or tribal case law precedent, any activities of the Lessees under this Restriction shall be governed exclusively by federal law or, if federal law does not apply, the laws of the State of Arizona.
- (B) Any and all matters or claims in dispute between the Parties to this Restriction, whether arising from or relating to this Restriction, or arising from alleged extra-contractual facts prior to, during, or after the Effective Date, including, without limitation, fraud, misrepresentation, negligence or any other alleged tort or violation of the contract, shall be governed by, construed, determined and enforced exclusively in accordance with federal law or, if federal law does not apply, the laws of the State of Arizona, regardless of the legal theory upon which the matter is asserted and notwithstanding any provision of the Navajo Nation Code, any other Navajo Nation law, or relevant federal, state or tribal case law precedent. Where federal law incorporates or applies the substantive law of the state in which the dispute or activities at issue occurred or in which the federal court is located, this Lease should be construed and enforced to require incorporation of the laws of the State of Arizona.
- (C) This Section 6 shall survive any termination of the Lease or the expiration of the Lease Term in perpetuity.

**7. NAVAJO NATION AUTHORIZATIONS.**

- (A) As authorized by Resolution CJN-33-17 of the Navajo Nation Council dated June 29, 2017, the Navajo Nation has approved this Restriction and is authorized to enter into this Restriction, in its entirety.
- (B) As authorized by Resolution CJN-33-17 of the Navajo Nation Council dated June 29, 2017, and notwithstanding any provision of the Navajo Nation Code, any other Navajo Nation law, or relevant federal, state or tribal case law precedent:
  - (i) The Nation affirmatively waives the application of the laws of the Navajo Nation, and agrees to the application of federal law and, where federal law does not apply, the laws of the State of Arizona, as provided in Section 6.
  - (ii) The Nation affirmatively waives the jurisdiction of the Navajo Nation courts and agrees that: (1) the remedies set forth in Section 18 of Lease

(and incorporated by reference herein in Section 9) are the exclusive remedies to address Disputes among the Parties and claimed breaches of this Restriction; and (2) the federal courts, and, where federal law does not apply, the Arizona state courts, and no other courts, shall have exclusive jurisdiction to consider and decide disputes or claimed breaches of this Restriction, as provided in Section 18 of the Lease.

- (iii) The Nation affirmatively waives and consents to the waiver of sovereign immunity from suit by the Lessees, as provided in Section 8.
- (iv) The Nation affirmatively covenants that it will not, directly or indirectly, Regulate or attempt to Regulate the Lessees, as provided in Section 26 of the Lease (Nation's Agreement not to Regulate Lessees), as incorporated by reference into this Restriction.

- (C) This Section 7 shall survive in perpetuity and be effective notwithstanding the termination or expiration of the Lease or any §323 Grant.

## **8. LIMITED WAIVER OF SOVEREIGN IMMUNITY.**

If any Party brings an action as permitted in this Restriction and names the Nation as a party in that action: (1) the Nation may be joined in the action; and (2) the Nation waives any claim to sovereign immunity from that action. As used in this Section, the term "action" includes the assertion of any claim, counterclaim or cross-claim in any court permitted by this Restriction. This Section shall survive in perpetuity and be effective notwithstanding the termination of the Lease or any §323 Grant; provided, however, this waiver by the Nation does not extend to (1) any party other than the Lessees or (2) third parties bringing claims against the Nation.

## **9. SUCCESSORS AND ASSIGNS.**

This Solid Waste Landfill and Pond Solids Restriction is a covenant running with the land and as an equitable servitude for the several benefit of each Lessee and their successors and assigns. Each person or party that presently has or in the future acquires any right, title or interest, whether legal, equitable or beneficial, in the Solid Waste Landfill and Pond Solids Areas, or any part thereof, agrees to abide by all of the provisions of this Restriction. This Restriction shall not merge into the Lease, any §323 Grant or other instrument or estate in the Solid Waste Landfill and Pond Solids Areas. The terms and conditions contained herein, including, without limitation, the Nation's waiver of sovereign immunity in Section 8, shall extend to and be binding upon the successors, heirs, assigns, executors, administrators, sublessees (at any level), employees and agents of any Party.

## **10. RECORDATION.**

This Restriction shall be recorded in the applicable public records set forth in Schedule 1 to this Restriction.

**11. INCORPORATED PROVISIONS.**

The provisions of Sections 18 (Other Breaches and Defaults), except as noted in Section 5(E) above, 26 (Nation's Agreement Not To Regulate Lessees), 40 (Estoppel Certificates), and 45 (Waiver of Jury Trial) of the Lease are incorporated into this Restriction by this reference as if stated herein in full, and references in that incorporated language to the "Lease" shall mean this Restriction, and references to a Lessee or a Party to the Lease shall mean the Lessees or Parties to this Restriction, with other conforming changes as are appropriate, mutatis mutandis.

**12. EXECUTION IN COUNTERPARTS.**

This Restriction may be executed in any number of counterparts, and each executed counterpart shall have the same force and effect as an original instrument and as if all of the Parties to the aggregate counterparts had signed the same instrument. Any signature page of this Restriction may be detached from any counterpart thereof without impairing the legal effect of any signatures thereon, and may be attached to other counterparts of this Restriction identical in form hereto but having attached to it one or more additional signature pages.

**13. ESTOPPEL CERTIFICATES.**

During the original Lease Term on request of a Party hereto each of the Parties shall deliver appropriate estoppel certificates to one or more other Parties within forty-five (45) days of a written request.

**14. RECITALS.**

The Recitals are incorporated into this Restriction.



**Schedule 1**

**RECORDING OFFICES**

A duplicate original of this instrument shall be recorded or filed in the following records and each Party shall execute and deliver, in recordable form, such further documents, supplements, certifications and resolutions to cause the same to be recorded or renewed:

US Department of the Interior, Land Titles and Records Office	Albuquerque, New Mexico
Navajo Nation Land Department Administration, GIS Section	Window Rock, Navajo Nation (Arizona)
Navajo Nation Environmental Protection Agency	Window Rock, Navajo Nation (Arizona)
Coconino County Recorder, Arizona	Flagstaff, Arizona
LeChee Chapter	LeChee, Arizona

*[EXECUTION PAGES FOLLOW]*

IN WITNESS WHEREOF, the Parties have caused this Restriction to be executed as of the date first above written.

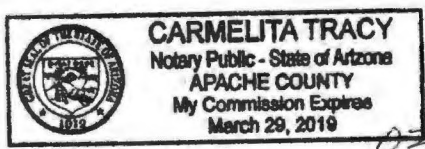
THE NAVAJO NATION

By: Russell Begaye  
Russell Begaye, President  
Navajo Nation

Date: July 1, 2017

STATE OF ARIZONA )  
County of Apache ) ss.

The foregoing instrument was acknowledged before me this 1st day of July, 2017 by Russell Begaye, the President of the Navajo Nation, on behalf of the Nation.



Carmelita Tracy  
Notary Public

My commission expires: 03/29/19

IN WITNESS WHEREOF, the Parties have caused this Restriction to be executed as of the date first above written.

LESSEES:

ARIZONA PUBLIC SERVICE COMPANY

ATTEST:

Karen McLoughlin  
Secretary  
Karen McLoughlin

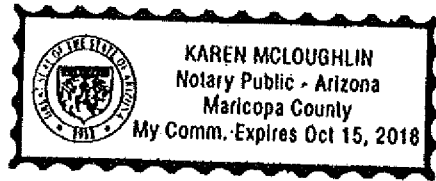
By: David A. Hansen  
David A. Hansen  
Its: Vice President, Fossil Generation  
Date: 6/29/17

STATE OF ARIZONA                    )  
  ) ss.  
County of Maricopa                    )

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of June, 2017 by David A. Hansen, the Vice President, Fossil Generation of Arizona Public Service Company, an Arizona corporation, on behalf of the company.

Karen McLoughlin  
Notary Public

My commission expires:  
10/15/2018



**IN WITNESS WHEREOF**, the Parties have caused this Restriction to be executed as of the date first above written.

**DEPARTMENT OF WATER AND POWER OF  
THE CITY OF LOS ANGELES BY BOARD OF  
WATER AND POWER COMMISSIONERS**

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

And: BARBARA E. MOSCHOS

Board Secretary \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

State of California )

County of \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_ personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)



IN WITNESS WHEREOF, the Parties have caused this Restriction to be executed as of the date first above written.

**SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT**

**ATTEST AND COUNTERSIGNED:**

[Signature]  
Secretary

By: [Signature]  
Michael Hummel  
Its: Deputy General Manager Resources & Finance  
Date: 6/29/17

STATE OF ARIZONA )  
County of Maricopa ) ss.

The foregoing instrument was acknowledged before me this 29 day of June, 2017 by Michael Hummel, the Deputy General Manager Resources & Finance of the Salt River Project Agricultural Improvement and Power District, on behalf of the district.

[Signature]  
Notary Public

My commission expires:  
3/14/2019



**SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT FOR THE USE AND BENEFIT OF THE UNITED STATES**

**ATTEST AND COUNTERSIGNED:**

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
Michael Hummel  
Its: Deputy General Manager Resources & Finance  
Date: \_\_\_\_\_

STATE OF ARIZONA )  
County of Maricopa ) ss.

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2017 by Michael Hummel, the Deputy General Manager Resources & Finance of the Salt River Project Agricultural Improvement and Power District, on behalf of the district.

\_\_\_\_\_  
Notary Public

My commission expires:  
\_\_\_\_\_

IN WITNESS WHEREOF, the Parties have caused this Restriction to be executed as of the date first above written.

TUCSON ELECTRIC POWER COMPANY

ATTEST:

Suzi Durand  
Witness

By: Mark Mansfield  
Its: Vice President Energy Resources

Date: June 29, 2017

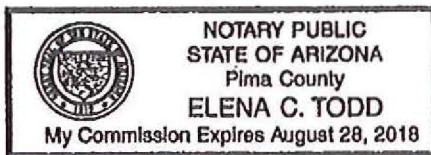
STATE OF ARIZONA )  
County of Pima ) ss.  
)

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of June, 2017 by Mark Mansfield, the Vice President Energy Resources of Tucson Electric Power Company, an Arizona corporation, on behalf of the company.

Elena C. Galbraith (Todd)  
Notary Public

My commission expires:

August 28, 2018



**RESTRICTIVE COVENANT BETWEEN THE NAVAJO NATION AND THE SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT, ARIZONA PUBLIC SERVICE COMPANY, TUCSON ELECTRIC POWER COMPANY, NEVADA POWER COMPANY, AND DEPARTMENT OF WATER AND POWER OF CITY OF LOS ANGELES**

**UNITED STATES  
DEPARTMENT OF THE INTERIOR  
Bureau of Indian Affairs**

THE WITHIN RESTRICTIVE COVENANT between THE NAVAJO NATION and THE SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT, ARIZONA PUBLIC SERVICE COMPANY, TUCSON ELECTRIC POWER COMPANY, NEVADA POWER COMPANY, and DEPARTMENT OF WATER AND POWER OF CITY OF LOS ANGELES, for lands of the Nation located within the formal Navajo Indian Reservation is hereby approved pursuant to authority delegated from the Secretary of the interior to the \_\_\_\_\_ Secretary of Indian Affairs by \_\_\_\_\_

\_\_\_\_\_.

\_\_\_\_\_  
**Director**  
**Bureau of Indian Affairs**  
**Department of the Interior**

\_\_\_\_\_  
**Date of Approval**

STATE OF ARIZONA        )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2017, by \_\_\_\_\_, the authorized representative of the Secretary of the Interior, United States Department of the Interior, for and on behalf thereof.

\_\_\_\_\_  
Notary Public

My Commission Expires:  
\_\_\_\_\_

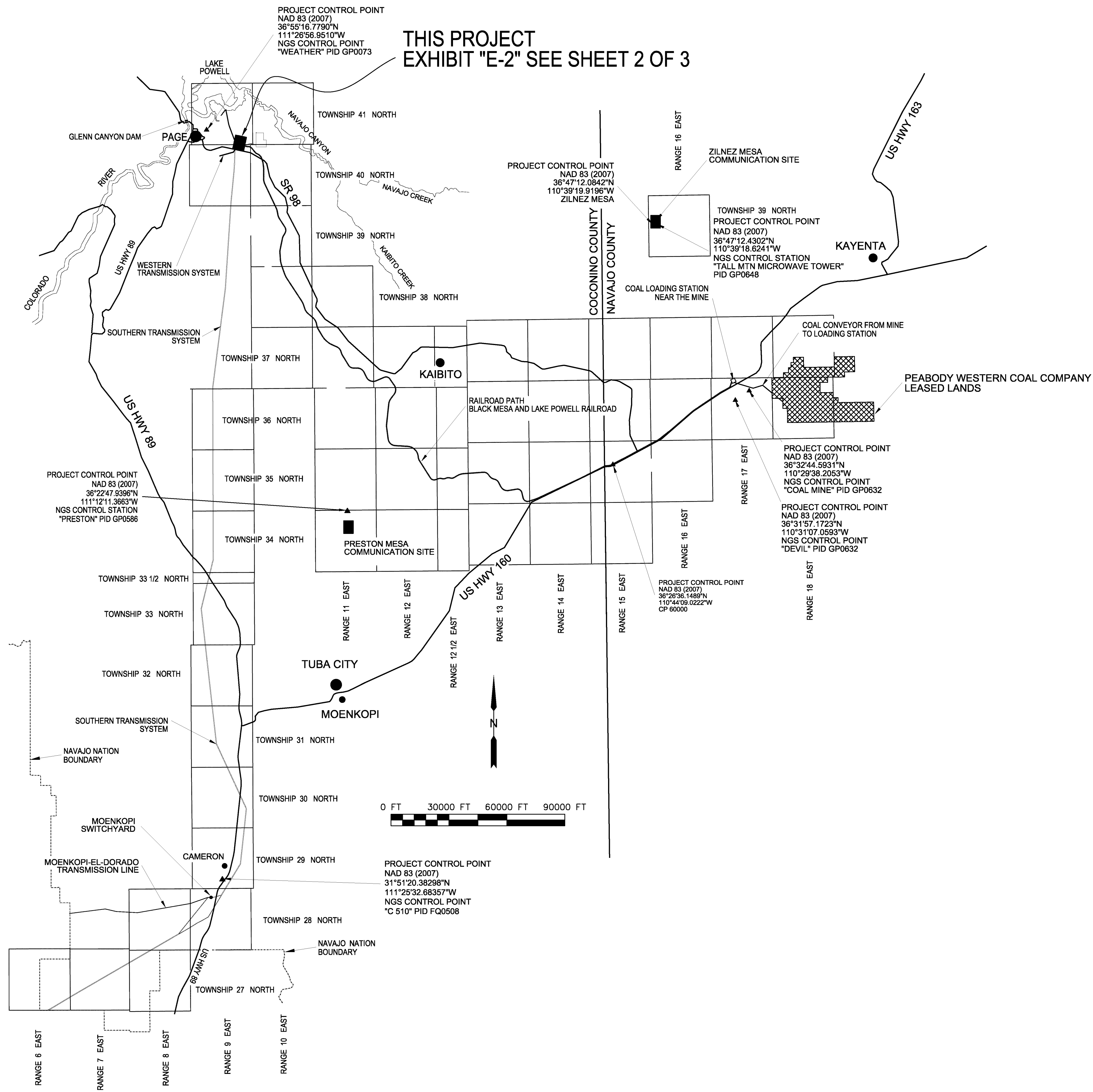


**Exhibit A**

**Legal Description of the Solid Waste and Pond Solids Areas  
(Coconino County, Arizona)**

# NAVAJO GENERATING STATION LANDS EXHIBIT "E-2" SOLID WASTE AND POND SOLIDS AREA

THIS PROJECT  
EXHIBIT "E-2" SEE SHEET 2 OF 3



**ENGINEER'S AFFIDAVIT**

STATE OF ARIZONA )  
 ) SS.  
COUNTY OF MARICOPA )

STAN DICKEY, BEING DULY SWORN, STATES THAT HE IS A REGISTERED LAND SURVEYOR, THAT HE MADE THE SURVEY OF A PROPOSED RIGHT-OF-WAY AS DESCRIBED AND SHOWN ON THIS MAP, TO BE GRANTED TO HEREIN AFTER DESIGNATED THE "APPLICANT", THAT SURVEY OF SUCH RIGHT-OF-WAY WAS MADE UNDER HIS SUPERVISION AND UNDER APPLICANT'S AUTHORITY, COMMENCING JUNE, 2011 AND ENDING OCTOBER, 2011; THAT SUCH SURVEY IS ACCURATELY REPRESENTED ON THIS MAP.

**ARIZONA SURVEYORS CERTIFICATE**

I, STAN DICKEY ARIZONA REGISTERED SURVEYOR No. 32224, DO HEREBY CERTIFY THAT THIS SURVEY PLAT AND THE ACTUAL SURVEY ON THE GROUND AND FIELD NOTES UPON WHICH IT IS BASED WERE PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION DURING THE MONTHS OF JUNE 2011 TO OCTOBER 2011 AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

STAN DICKEY RLS#32224  
EXPIRES 3/31/16

SUBSCRIBED AND SWORN BEFORE ME THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

NOTARY PUBLIC

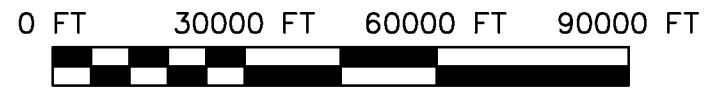
**APPLICANTS AFFIDAVIT**

STATE OF ARIZONA )  
 ) SS.  
COUNTY OF MARICOPA )

I, \_\_\_\_\_, HEREBY CERTIFY THAT I AM THE PRESIDENT OF \_\_\_\_\_ HEREIN AFTER CALLED THE "APPLICANT"; THAT STAN DICKEY SUBSCRIBED THE FOREGOING AFFIDAVIT WHO ARE EMPLOYED AS THE ENGINEERS BY THE APPLICANT; THAT THE SURVEY OF THE RIGHT-OF-WAY IS ACCURATELY REPRESENTED ON THE ACCOMPANYING MAP AND WAS ADOPTED BY THE APPLICANT ON THE DAY OF \_\_\_\_\_ AS THE DEFINITE LOCATION OF THE LINE AND THAT THE MAP HAS BEEN PREPARED TO BE FILED FOR THE APPROVAL OF THE BUREAU OF INDIAN AFFAIRS.

SUBSCRIBED AND SWORN BEFORE ME THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

NOTARY PUBLIC



		<b>EXHIBIT "E-2"</b>	
REVISION: 0	JOB NUMBER: P4213888	SCALE: 1"=30000'	DRAWING SIZE: 24x36
CUSTOMER: B. DROST	DEPARTMENT: BASELOAD GEN.	CHK'D BY: D.S.D.	SHEET: 1 OF 3
CREW CHIEF: J.M. / E.G.	FIELD DATE: JUNE 2011	FILE: P4213888_NGSL-323_EXHIBIT-E2	DATE: 5-20-2017.DWG
SVY TECH: CV.F.	COMP. DATE: 05/02/2017	FINAL INSPECTION/ISSUE DATE: N/A	N/A

**NAVAJO GENERATING STATION LANDS  
EXHIBIT "E-2" SOLID WASTE AND POND SOLIDS AREA**

**PRELIMINARY**  
 FOR INTERNAL SRP USE ONLY  
 REGISTRATION  
 EXPIRES: 03-31-19

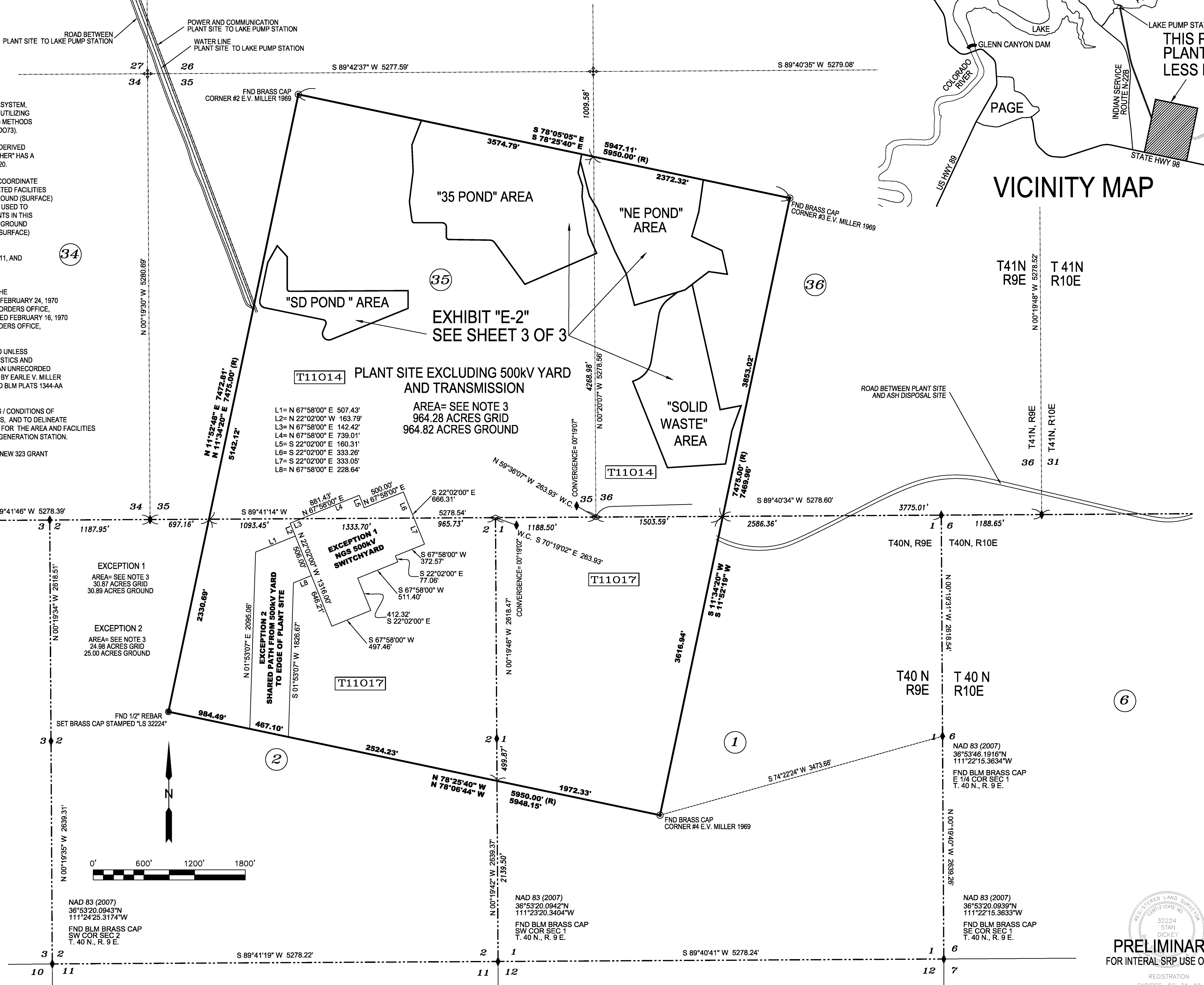
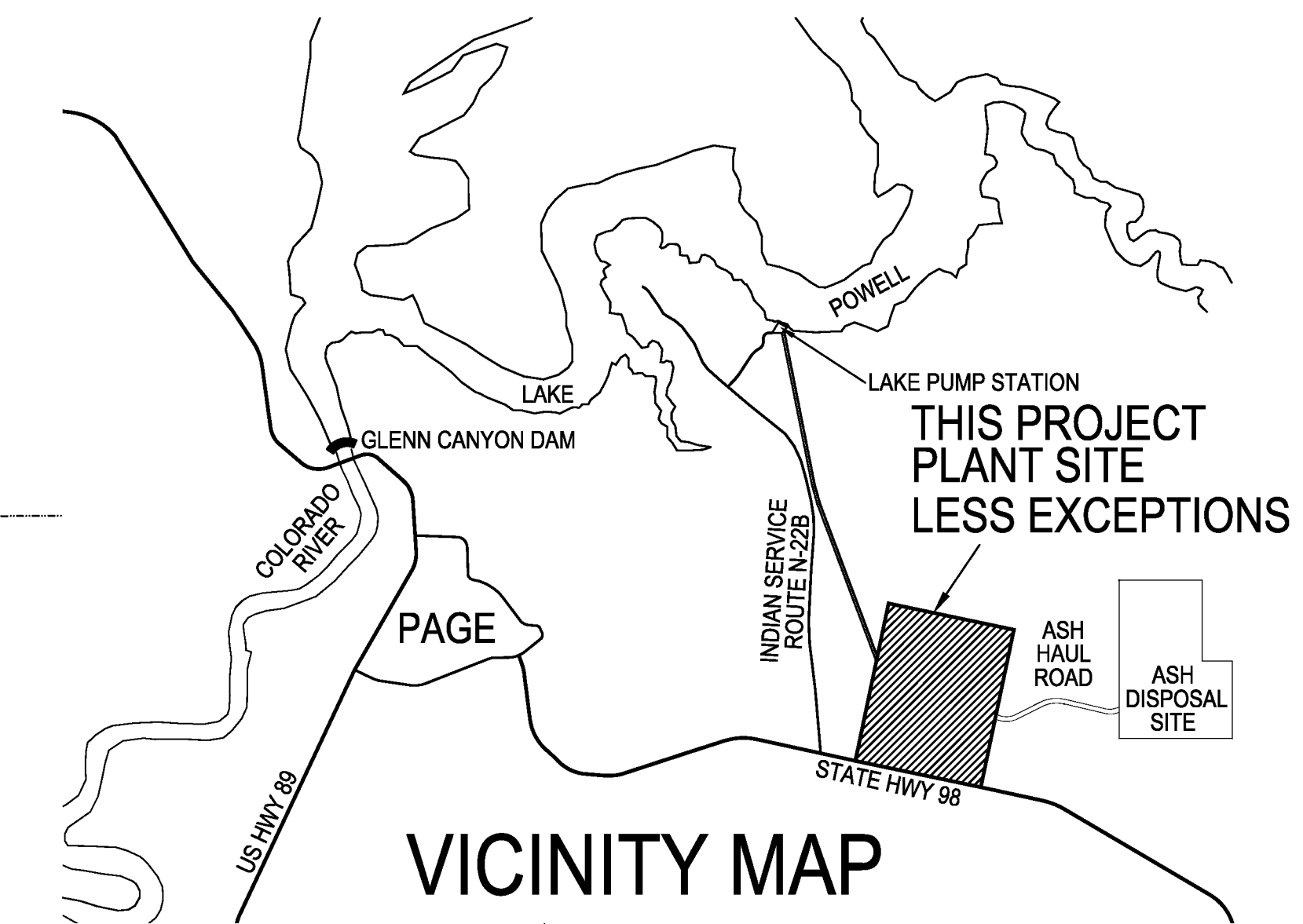
# NAVAJO GENERATING STATION LANDS

## EXHIBIT "E-2" SOLID WASTE AND POND SOLIDS AREA

### A PORTION OF UNSURVEYED SECTIONS 35 & 36, T41N, R9E, GILA AND SALT RIVER MERIDIAN, COCONINO COUNTY, ARIZONA

**SURVEYORS NOTES:**

- 1) BASIS OF BEARINGS IS THE ARIZONA STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE (0202) WITH GEODETIC RECKONING PERFORMED UTILIZING REAL TIME KINEMATIC (RTK) GLOBAL POSITIONING SYSTEM (GPS) METHODS ORIGINATING FROM NGS CONTROL STATION "WEATHER" (PID GPO073).
- 2) DISTANCES (UNLESS OTHERWISE NOTED) ARE GRID DISTANCES DERIVED FROM RTK GPS MEASUREMENTS. NGS CONTROL STATION "WEATHER" HAS A PUBLISHED COMBINED FACTOR (GROUND TO GRID) OF 0.999719920.
- 3) THIS SURVEY WAS CONDUCTED ON THE ARIZONA STATE PLANE COORDINATE SYSTEM, TO OPTIMIZE THE RELATIVE POSITIONING OF THE LOCATED FACILITIES AND FOUND CORNERS. CARE HAS BEEN TAKEN TO PRODUCE GROUND (SURFACE) AREAS. A GRID TO GROUND SCALE FACTOR OF 1.000280158 WAS USED TO DERIVE THE GROUND (SURFACE) ACRES FOR NEW EASEMENTS IN THIS AREA. GRID ACRES WERE MULTIPLIED BY THE GRID TO GROUND SCALE FACTOR SQUARED (1.000560394) TO PRODUCE GROUND (SURFACE) ACRES.
- 4) FIELD SURVEY FOR THIS PROJECT WAS PERFORMED JUNE OF 2011, AND MAY OF 2015.
- 5) DISTANCES NOTED AS (R) ARE GROUND DISTANCES. DISTANCES AND BEARINGS NOTED AS AS (R) ARE TAKEN FROM THE NAVAJO GENERATING STATION PROJECT 323 GRANT RECORDED FEBRUARY 24, 1970 IN DOCKET 352, PAGES 228-312, OF THE COCONINO COUNTY RECORDERS OFFICE, COCONINO COUNTY, ARIZONA. SAID 323 GRANT IS ALSO RECORDED FEBRUARY 16, 1970 IN DOCKET 317, PAGES 315-398, OF THE NAVAJO COUNTY RECORDERS OFFICE, NAVAJO COUNTY, ARIZONA.
- 6) MONUMENTS FOUND DURING THIS FIELD SURVEY ARE ACCEPTED UNLESS OTHERWISE NOTED HEREIN. FOUND MONUMENT CHARACTERISTICS AND THEIR REASONABLE LOCATION WERE IN AGREEMENT WITH AN UNRECORDED BOUNDARY SURVEY AND COORDINATE MAP (DRAWING # A-665-9) BY EARLE V. MILLER PERFORMED FOR SALT RIVER PROJECT IN OCTOBER OF 1969 AND BLM PLATS 1344-AA FILED 7/17/2000, 1336-E FILED 7/14/2006.
- 7) THE PURPOSE OF THIS DRAWING IS TO OUTLINE CURRENT LIMITS / CONDITIONS OF THE NAVAJO GENERATING STATION AND APURTENANT FACILITIES, AND TO DELINEATE NEW EASEMENTS (UPON PROPER APPLICATION AND APPROVAL) FOR THE AREA AND FACILITIES UTILIZED IN THE OPERATION AND MAINTENANCE OF THE NAVAJO GENERATING STATION.
- 8) MONUMENTS NOTED AS SET WILL BE SET UPON APPROVAL OF A NEW 323 GRANT WITH EXHIBITS BASED UPON THIS SURVEY.



**SYMBOL / LINE LEGEND**

- ◆ FND BLM BRASS CAP AS NOTED
- FND BRASS CAP AS NOTED
- SET BRASS STAMPED "LS 32224" (SEE NOTE 8)
- POSITIONAL SECTION CORNER (COORDINATE ESTABLISHED FROM BLM WITNESS CORNERS PER FILED PLAT)
- ⊕ DIGITIZED SECTION CORNER (COORDINATE DIGITIZED FROM U.S.C. & G.S 1:100000 MAPS)
- FENCE BARB WIRE
- FENCE CHAIN LINK
- TIE TO SECTION CORNER \ CONTROLLING MONUMENTS
- RIGHT OF WAY BOUNDARY LINE
- SECTION LINE
- PROTRACTED \ UNSURVEYED SECTION LINE DIGITIZED FROM U.S.C. & G.S 1:100000 MAPS
- T11013 NAVAJO TRIBAL TRACT

**ABBREVIATIONS LEGEND (TYPICAL)**

- # SECTION
- T.# R.# TOWNSHIP # RANGE #
- G. & S.R.M. GILA & SALT RIVER MERIDIAN
- C.L. CENTERLINE
- R.W. RIGHT OF WAY
- W.C. WITNESS CORNER
- (R) RECORD DATA
- (C) CALCULATED DATA
- BLM BUREAU OF LAND MANAGEMENT
- NGS NATIONAL GEODETIC SURVEY
- FND FOUND
- LS LAND SURVEYOR
- RLS REGISTERED LAND SURVEYOR

**EXCEPTION 1**  
AREA= SEE NOTE 3  
30.87 ACRES GRID  
30.88 ACRES GROUND

**EXCEPTION 2**  
AREA= SEE NOTE 3  
24.98 ACRES GRID  
25.00 ACRES GROUND

NAD 83 (2007)  
36°53'20.0943"N  
111°24'25.3174"W  
FND BLM BRASS CAP  
SW COR SEC 2  
T. 40 N., R. 9 E.

NAD 83 (2007)  
36°53'20.0942"N  
111°23'20.3404"W  
FND BLM BRASS CAP  
SW COR SEC 1  
T. 40 N., R. 9 E.

NAD 83 (2007)  
36°53'20.0939"N  
111°22'15.3633"W  
FND BLM BRASS CAP  
SE COR SEC 1  
T. 40 N., R. 9 E.

**PRELIMINARY**  
FOR INTERNAL SRP USE ONLY

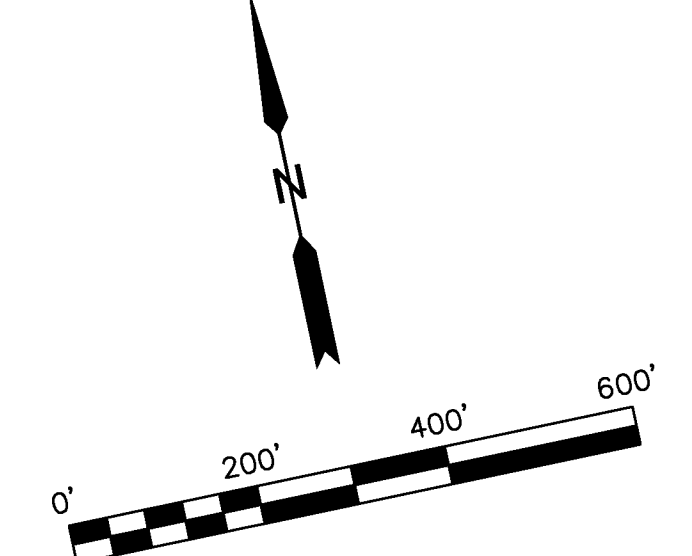
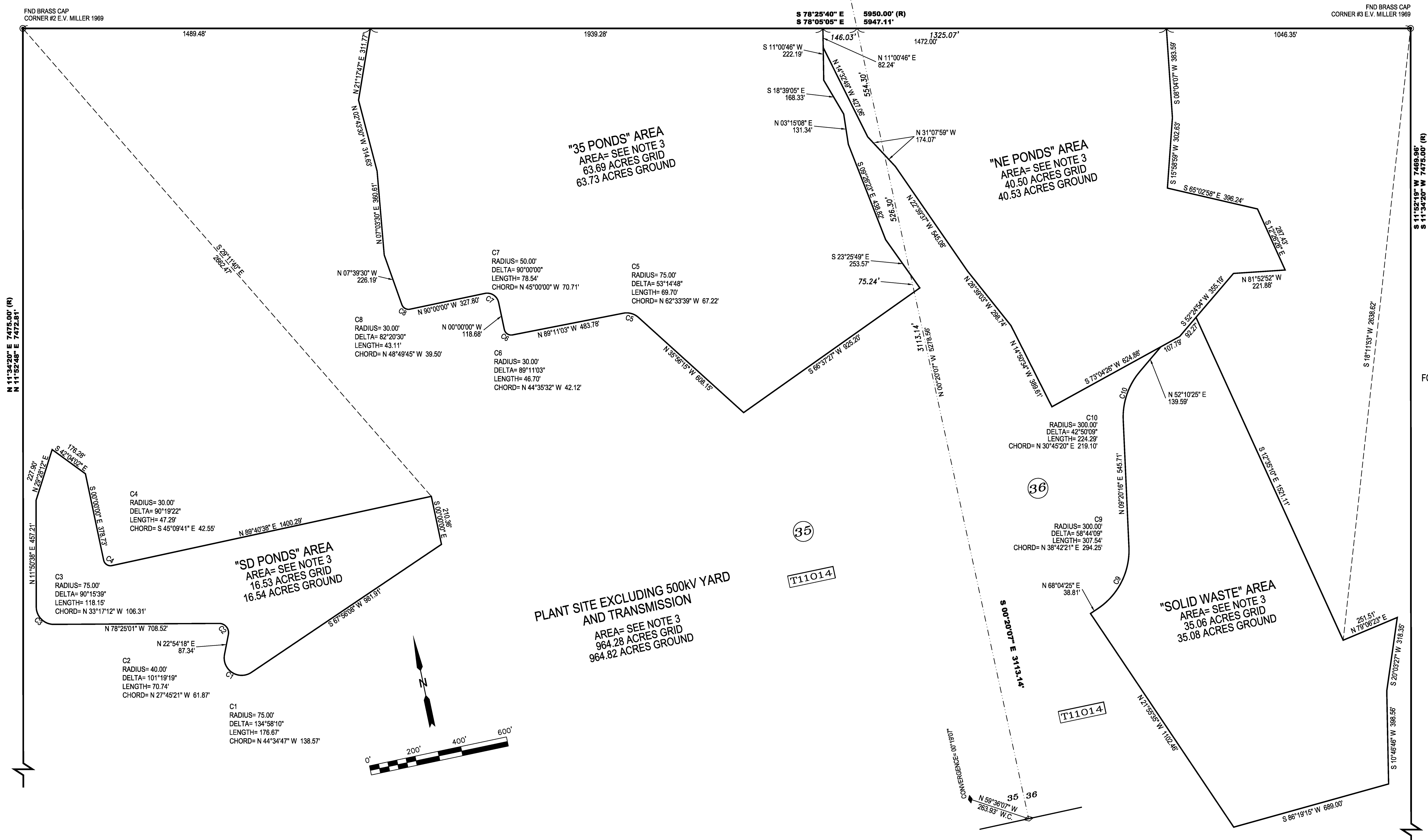
REGISTRATION  
EXPIRES: 03-31-19

<b>EXHIBIT "E-2"</b>	
<p>REVISION: 0 JOB NUMBER: P4213888 DRAWING SIZE: 24x36</p> <p>CUSTOMER: B. DROST DEPARTMENT: BASE LOAD GEN. CHKD BY: D.S.D. SHEET: 2 OF 3</p> <p>CREW CHIEF: J.M. / E.G. FIELD DATE: JUNE 2011 FILE: P4213888.NGSL-323 EXHIBIT-E2 5-20-2017.DWG</p> <p>SVY TECH: CVF. COMPL. DATE: 05/20/17 FINAL INSPECTION / ISSUE DATE: N/A</p>	<p style="text-align: center;"><b>NAVAJO GENERATING STATION LANDS</b> <b>EXHIBIT "E-2" SOLID WASTE AND POND SOLIDS AREA</b></p>

# NAVAJO GENERATING STATION LANDS

## EXHIBIT "E-2" SOLID WASTE AND POND SOLIDS AREA

### A PORTION OF UNSURVEYED SECTIONS 35 & 36, T41N, R9E, GILA AND SALT RIVER MERIDIAN, COCONINO COUNTY, ARIZONA



FND BRASS CAP  
CORNER #3 E.V. MILLER 1969

FND BRASS CAP  
CORNER #2 E.V. MILLER 1969

REGISTERED LAND SURVEYOR  
CERTIFICATE NO. 32224  
STAN  
DICKSEY

**PRELIMINARY**  
FOR INTERNAL SRP USE ONLY

REGISTRATION  
EXPIRES: 03-31-19

REVISION: 0	JOB NUMBER: P4213888	SCALE: 1" = 600'	DRAWING SIZE: 24x36
CUSTOMER: B. DROST	DEPARTMENT: BASE LOAD GEN.	CHKD BY: D.S.D.	SHEET: 2 OF 2
CREW CHIEF: J.M. / E.G.	FIELD DATE: JUNE 2011	FILE: P4213888.NGSL-323 EXHIBIT-E2	5-20-2017.DWG
SYSTECH: CVF.	COMPL. DATE: 05/20/17	FINAL INSPECTION / ISSUE DATE: N/A	

**NAVAJO GENERATING STATION LANDS**  
**EXHIBIT "E-2" SOLID WASTE AND POND SOLIDS AREA**

REGISTERED LAND SURVEYOR  
CERTIFICATE NO. 32224  
STAN  
DICKSEY

**PRELIMINARY**  
FOR INTERNAL SRP USE ONLY

REGISTRATION  
EXPIRES: 03-31-19

**EXHIBIT "E-2"**

**EXTENSION LEASE - EXHIBIT E-2/RESTRICTIVE COVENANT - EXHIBIT A**

PLANT SITE

THE FOLLOWING PARCEL BEING DESCRIBED WITH GRID DISTANCES AND BEARINGS IN THE ARIZONA STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE (0202), NORTH AMERICAN DATUM OF 1983, EPOCH 2007.

A PARCEL OF LAND LOCATED IN SECTIONS 1 AND 2, TOWNSHIP 40 NORTH, RANGE 9 EAST, AND SECTIONS 35 AND 36 (UNSURVEYED), TOWNSHIP 41 NORTH, RANGE 9 EAST GILA AND SALT RIVER MERIDIAN, COCONINO COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE EAST QUARTER CORNER OF SECTION 1, TOWNSHIP 40 NORTH, RANGE 9 EAST, BEING A BUREAU OF LAND MANAGEMENT BRASS CAP, FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION 1, BEARS SOUTH 00 DEGREES 19 MINUTES 40 SECONDS EAST, A DISTANCE OF 2639.26 FEET;

THENCE SOUTH 74 DEGREES 22 MINUTES 24 SECONDS WEST, A DISTANCE OF 3473.68 FEET, TO THE **POINT OF BEGINNING**, BEING A BRASS CAP MARKED "CORNER No. 4"

THENCE NORTH 78 DEGREES 06 MINUTES 44 SECONDS WEST, A DISTANCE OF 1972.33 FEET TO A POINT ON THE EAST LINE OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 9 EAST, FROM WHICH POINT THE EAST QUARTER CORNER OF SAID SECTION 2, BEARS NORTH 00 DEGREES 19 MINUTES 42 SECONDS WEST, AT A DISTANCE OF 499.87 FEET, ALSO FROM WHICH POINT THE SOUTHEAST CORNER OF SAID SECTION 2, BEARS SOUTH 00 DEGREES 19 MINUTES 42 SECONDS EAST, AT A DISTANCE OF 2139.50 FEET;

THENCE CONTINUING NORTH 78 DEGREES 06 MINUTES 44 SECONDS WEST, A DISTANCE OF 3975.82 FEET;

THENCE NORTH 11 DEGREES 52 MINUTES 48 SECONDS EAST, A DISTANCE OF 2330.69 FEET TO A POINT ON THE SOUTH LINE OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 9 EAST, FROM WHICH POINT THE SOUTHWEST CORNER OF SAID SECTION 35, BEARS SOUTH 89 DEGREES 41 MINUTES 14 SECONDS WEST, AT A DISTANCE OF 697.16 FEET, ALSO FROM WHICH POINT THE NORTHEAST CORNER OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 9 EAST, BEARS NORTH 89 DEGREES 41 MINUTES 14 SECONDS EAST, AT A DISTANCE OF 3392.88 FEET;

THENCE CONTINUING NORTH 11 DEGREES 52 MINUTES 48 SECONDS EAST, A DISTANCE OF 5142.12 FEET, TO A BRASS CAP MARKED "CORNER No. 2";

**EXTENSION LEASE - EXHIBIT E-2/RESTRICTIVE COVENANT - EXHIBIT A**

THENCE SOUTH 78 DEGREES 05 MINUTES 05 SECONDS EAST, A DISTANCE OF 3574.79 FEET TO A POINT ON THE WEST LINE OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 9 EAST, FROM WHICH POINT THE NORTHWEST CORNER OF SAID SECTION 36, BEARS NORTH 00 DEGREES 20 MINUTES 07 SECONDS WEST, AT A DISTANCE OF 1009.58 FEET, ALSO FROM WHICH POINT THE SOUTHWEST CORNER OF SAID SECTION 36, BEARS SOUTH 00 DEGREES 20 MINUTES 07 SECONDS EAST, AT A DISTANCE OF 4268.98 FEET;

THENCE CONTINUING SOUTH 78 DEGREES 05 MINUTES 05 SECONDS EAST, A DISTANCE OF 2372.32 FEET, TO A BRASS CAP MARKED "CORNER No. 3";

THENCE SOUTH 11 DEGREES 52 MINUTES 19 SECONDS WEST, A DISTANCE OF 3853.02 FEET TO A POINT ON THE NORTH LINE OF SECTION 1, TOWNSHIP 40 NORTH, RANGE 9 EAST, FROM WHICH POINT THE NORTHEAST CORNER OF SAID SECTION 1, BEARS NORTH 89 DEGREES 40 MINUTES 34 SECONDS EAST, AT A DISTANCE OF 2586.36 FEET, ALSO FROM WHICH POINT THE SOUTHEAST CORNER OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 9 EAST, BEARS NORTH 89 DEGREES 40 MINUTES 34 SECONDS EAST, AT A DISTANCE OF 3775.01 FEET;

THENCE SOUTH 11 DEGREES 52 MINUTES 19 SECONDS WEST, A DISTANCE OF 3616.94 FEET, TO THE **POINT OF BEGINNING**.

A GRID TO GROUND SCALE FACTOR OF 1.000280158 WAS USED TO CALCULATE THE GROUND (SURFACE) ACREAGES. GRID ACREAGES ARE MULTIPLIED BY THE GRID TO GROUND SCALE FACTOR SQUARED (1.000560394) TO PRODUCE GROUND (SURFACE) ACREAGES.

SAID PARCEL CONTAINING 1020.13 ACRES ON THE ARIZONA STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE (0202), NORTH AMERICAN DATUM OF 1983, EPOCH 2007 AND BEING 1020.71 GROUND (SURFACE) ACRES.

**EXCEPT** THE FOLLOWING DESCRIBDED PARCELS;

**EXCEPTION 1**

**NGS 500kV SWITCHYARD**

THE FOLLOWING PARCEL BEING DESCRIBED WITH GRID DISTANCES AND BEARINGS IN THE ARIZONA STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE (0202), NORTH AMERICAN DATUM OF 1983, EPOCH 2007.

A PARCEL OF LAND LOCATED IN SECTION 2, TOWNSHIP 40 NORTH, RANGE 9 EAST, AND SECTION 35 (UNSURVEYED), TOWNSHIP 41 NORTH, RANGE 9 EAST GILA AND SALT RIVER MERIDIAN, COCONINO COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**EXTENSION LEASE - EXHIBIT E-2/RESTRICTIVE COVENANT - EXHIBIT A**

**COMMENCING** AT THE NORTHWEST CORNER OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 9 EAST, BEING A BUREAU OF LAND MANAGEMENT BRASS CAP, FROM WHICH THE WEST QUARTER CORNER OF SAID SECTION 2, BEARS SOUTH 00 DEGREES 19 MINUTES 34 SECONDS EAST, A DISTANCE OF 2618.51 FEET;

THENCE SOUTH 31 DEGREES 45 MINUTES 13 SECONDS EAST, A DISTANCE OF 2670.28 FEET TO THE SOUTHWEST CORNER OF NAVAJO GENERATING STATION PLANT SITE RIGHT OF WAY, FROM WHICH THE NORTHWEST CORNER OF SAID PLANT SITE RIGHT OF WAY BEARS, NORTH 11 DEGREES 52 MINUTES 48 SECONDS EAST, A DISTANCE OF 7472.81

THENCE SOUTH 78 DEGREES 06 MINUTES 44 SECONDS EAST ALONG THE SOUTH LINE OF THE NAVAJO GENERATING STATION PLANT SITE RIGHT OF WAY, A DISTANCE OF 984.49 FEET;

THENCE NORTH 01 DEGREES 53 MINUTES 07 SECONDS EAST, A DISTANCE OF 2095.06 FEET;

THENCE NORTH 67 DEGREES 58 MINUTES 00 SECONDS EAST, A DISTANCE OF 507.43 FEET TO THE **POINT OF BEGINNING**;

THENCE NORTH 22 DEGREES 02 MINUTES 00 SECONDS WEST, A DISTANCE OF 163.79 FEET;

THENCE NORTH 67 DEGREES 58 MINUTES 00 SECONDS EAST, A DISTANCE OF 142.42 FEET TO A POINT ON THE SOUTH LINE OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 9 EAST, FROM WHICH POINT THE SOUTHWEST CORNER OF SAID SECTION 35, BEARS SOUTH 89 DEGREES 41 MINUTES 14 SECONDS WEST, AT A DISTANCE OF 1790.61 FEET, ALSO FROM WHICH POINT THE NORTHEAST CORNER OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 9 EAST, BEARS NORTH 89 DEGREES 41 MINUTES 14 SECONDS EAST, AT A DISTANCE OF 2299.43 FEET; THENCE CONTINUING NORTH 67 DEGREES 58 MINUTES 00 SECONDS EAST, A DISTANCE OF 739.01 FEET;

THENCE SOUTH 22 DEGREES 02 MINUTES 00 SECONDS EAST, A DISTANCE OF 160.31 FEET;

THENCE NORTH 67 DEGREES 58 MINUTES 00 SECONDS EAST, A DISTANCE OF 500.00 FEET;

THENCE SOUTH 22 DEGREES 02 MINUTES 00 SECONDS EAST, A DISTANCE OF 333.26 FEET TO A POINT ON THE SOUTH LINE OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 9 EAST, FROM WHICH POINT THE SOUTHWEST CORNER OF SAID SECTION 35, BEARS SOUTH 89 DEGREES 41 MINUTES 14 SECONDS WEST, AT A DISTANCE OF 3124.31 FEET, ALSO FROM WHICH POINT THE SOUTHEAST

**EXTENSION LEASE - EXHIBIT E-2/RESTRICTIVE COVENANT - EXHIBIT A**

CORNER OF SAID SECTION 35, TOWNSHIP 41 NORTH, RANGE 9 EAST, BEARS NORTH 89 DEGREES 41 MINUTES 14 SECONDS EAST, AT A DISTANCE OF 2154.23 FEET;

THENCE CONTINUING SOUTH 22 DEGREES 02 MINUTES 00 SECONDS EAST, A DISTANCE OF 333.05 FEET;

THENCE SOUTH 67 DEGREES 58 MINUTES 00 SECONDS WEST, A DISTANCE OF 372.57 FEET;

THENCE SOUTH 22 DEGREES 02 MINUTES 00 SECONDS EAST, A DISTANCE OF 77.06 FEET;

THENCE SOUTH 67 DEGREES 58 MINUTES 00 SECONDS WEST, A DISTANCE OF 511.40 FEET;

THENCE SOUTH 22 DEGREES 02 MINUTES 00 SECONDS EAST, A DISTANCE OF 412.32 FEET;

THENCE SOUTH 67 DEGREES 58 MINUTES 00 SECONDS WEST, A DISTANCE OF 497.46 FEET,

THENCE NORTH 22 DEGREES 02 MINUTES 00 SECONDS WEST, A DISTANCE OF 1152.21 FEET TO THE **POINT OF BEGINNING**.

A GRID TO GROUND SCALE FACTOR OF 1.000280158 WAS USED TO CALCULATE THE GROUND (SURFACE) ACREAGES. GRID ACREAGES ARE MULTIPLIED BY THE GRID TO GROUND SCALE FACTOR SQUARED (1.000560394) TO PRODUCE GROUND (SURFACE) ACREAGES.

SAID PARCEL CONTAINING 30.87 ACRES ON THE ARIZONA STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE (0202), NORTH AMERICAN DATUM OF 1983, EPOCH 2007 AND BEING 30.89 GROUND (SURFACE) ACR

**EXCEPTION 2**

SHARED PATH FROM 500kV YARD TO EDGE OF PLANT

THE FOLLOWING PARCEL BEING DESCRIBED WITH GRID DISTANCES AND BEARINGS IN THE ARIZONA STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE (0202), NORTH AMERICAN DATUM OF 1983, EPOCH 2007.

A PARCEL OF LAND LOCATED IN SECTION 2, TOWNSHIP 40 NORTH, RANGE 9 EAST, GILA AND SALT RIVER MERIDIAN, COCONINO COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:



**EXTENSION LEASE - EXHIBIT E-2/RESTRICTIVE COVENANT - EXHIBIT A**

**COMMENCING** AT THE NORTHWEST CORNER OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 9 EAST, BEING A BUREAU OF LAND MANAGEMENT BRASS CAP, FROM WHICH THE WEST QUARTER CORNER OF SAID SECTION 2, BEARS SOUTH 00 DEGREES 19 MINUTES 34 SECONDS EAST, A DISTANCE OF 2618.57 FEET;

THENCE SOUTH 31 DEGREES 45 MINUTES 13 SECONDS EAST, A DISTANCE OF 2670.28 FEET TO THE SOUTHWEST CORNER OF NAVAJO GENERATING STATION PLANT SITE RIGHT OF WAY, FROM WHICH THE NORTHWEST CORNER OF SAID PLANT SITE RIGHT OF WAY BEARS, NORTH 11 DEGREES 52 MINUTES 48 SECONDS EAST, A DISTANCE OF 7472.81

THENCE SOUTH 78 DEGREES 06 MINUTES 44 SECONDS EAST ALONG THE SOUTH LINE OF THE NAVAJO GENERATING STATION PLANT SITE RIGHT OF WAY, A DISTANCE OF 984.49 FEET TO THE **POINT OF BEGINNING**;

THENCE NORTH 01 DEGREES 53 MINUTES 07 SECONDS EAST, A DISTANCE OF 2095.06' FEET;

THENCE NORTH 67 DEGREES 58 MINUTES 00 SECONDS EAST, A DISTANCE OF 507.43' FEET TO A POINT ON THE WEST LINE OF THE NGS 500kV SWITCHYARD;

THENCE SOUTH 22 DEGREES 02 MINUTES 00 SECONDS EAST ALONG SAID WEST LINE, A DISTANCE OF 506.00 FEET;

THENCE SOUTH 67 DEGREES 58 MINUTES 00 SECONDS WEST, A DISTANCE OF 228.64' FEET;

THENCE SOUTH 01 DEGREES 53 MINUTES 07 SECONDS WEST, A DISTANCE OF 1826.67' FEET TO THE SOUTH LINE OF THE NAVAJO GENERATING STATION PLANT SITE RIGHT OF WAY;

THENCE NORTH 78 DEGREES 06 MINUTES 44 SECONDS WEST ALONG SAID SOUTH LINE, A DISTANCE OF 467.10 FEET TO THE **POINT OF BEGINNING**;

A GRID TO GROUND SCALE FACTOR OF 1.000280158 WAS USED TO CALCULATE THE GROUND (SURFACE) ACREAGES. GRID ACREAGES ARE MULTIPLIED BY THE GRID TO GROUND SCALE FACTOR SQUARED (1.000560394) TO PRODUCE GROUND (SURFACE) ACREAGES.

SAID PARCEL CONTAINING 24.98 ACRES ON THE ARIZONA STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE (0202), NORTH AMERICAN DATUM OF 1983, EPOCH 2007 AND BEING 25.00 GROUND (SURFACE) ACRES.

**EXTENSION LEASE - EXHIBIT E-2/RESTRICTIVE COVENANT - EXHIBIT A**

AREA FOR PLANT SITE EXCLUDING EXCEPTIONS IS 964.28 ACRES ON THE ARIZONA STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE (0202), NORTH AMERICAN DATUM OF 1983, EPOCH 2007 AND BEING 964.82 GROUND (SURFACE) ACRES.

**EXHIBIT "E-3" AREAS**  
"SOLID WASTE" AREA

THE FOLLOWING PARCEL BEING DESCRIBED WITH GRID DISTANCES AND BEARINGS IN THE ARIZONA STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE (0202), NORTH AMERICAN DATUM OF 1983, EPOCH 2007.

A PARCEL OF LAND LOCATED IN SECTION AND 36 (UNSURVEYED), TOWNSHIP 41 NORTH, RANGE 9 EAST, GILA AND SALT RIVER MERIDIAN, COCONINO COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE PLANT SITE BEING A BRASS CAP MARKED "CORNER No. 3", FROM WHICH THE NORTHWEST CORNER OF THE PLANT SITE BEING A BRASS CAP MARKED "CORNER No. 2", BEARS NORTH 78 DEGREES 05 MINUTES 05 SECONDS WEST, A DISTANCE OF 5947.11 FEET;

THENCE SOUTH 18 DEGREES 11 MINUTES 53 SECONDS WEST, A DISTANCE OF 2638.62 FEET TO THE POINT OF BEGINNING.

THENCE NORTH 79 DEGREES 06 MINUTES 23 SECONDS EAST, A DISTANCE OF 251.51 FEET;

THENCE SOUTH 20 DEGREES 03 MINUTES 27 SECONDS WEST, A DISTANCE OF 318.35 FEET;

THENCE SOUTH 10 DEGREES 46 MINUTES 46 SECONDS WEST, A DISTANCE OF 398.56 FEET;

THENCE SOUTH 86 DEGREES 19 MINUTES 15 SECONDS WEST, A DISTANCE OF 689.00 FEET;

THENCE NORTH 21 DEGREES 55 MINUTES 35 SECONDS WEST, A DISTANCE OF 1102.46 FEET;

THENCE NORTH 68 DEGREES 04 MINUTES 25 SECONDS EAST, A DISTANCE OF 38.81 FEET, TO THE POINT OF CURVATURE (P.C.) OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 300.00 FEET, FROM WHICH THE POINT OF TANGENCY (P.T.) OF SAID TANGENT CURVE BEARS NORTH 38 DEGREES 42 MINUTES 21 SECONDS EAST, A DISTANCE OF 294.25 FEET.

**EXTENSION LEASE - EXHIBIT E-2/RESTRICTIVE COVENANT - EXHIBIT A**

THENCE ALONG SAID CURVE AN ARC DISTANCE OF 307.54 FEET, THROUGH A CENTRAL ANGLE OF 58 DEGREES 44 MINUTES 09 SECONDS TO THE END OF THE TANGENT CURVE, AND A POINT OF TANGENCY;

THENCE NORTH 09 DEGREES 20 MINUTES 16 SECONDS EAST, A DISTANCE OF 545.71 FEET, TO THE POINT OF CURVATURE (P.C.) OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 300.00 FEET, FROM WHICH THE POINT OF TANGENCY (P.T.) OF SAID TANGENT CURVE BEARS NORTH 30 DEGREES 45 MINUTES 20 SECONDS EAST, A DISTANCE OF 291.10 FEET.

THENCE ALONG SAID CURVE AN ARC DISTANCE OF 224.29 FEET, THROUGH A CENTRAL ANGLE OF 42 DEGREES 50 MINUTES 09 SECONDS TO THE END OF THE TANGENT CURVE, AND A POINT OF TANGENCY;

THENCE NORTH 52 DEGREES 10 MINUTES 25 SECONDS EAST, A DISTANCE OF 139.59 FEET;

THENCE NORTH 73 DEGREES 04 MINUTES 26 SECONDS EAST, A DISTANCE OF 107.79 FEET;

THENCE NORTH 52 DEGREES 24 MINUTES 54 SECONDS EAST, A DISTANCE OF 92.27 FEET;

THENCE SOUTH 12 DEGREES 35 MINUTES 10 SECONDS EAST, A DISTANCE OF 1521.11 FEET, TO THE POINT OF BEGINNING.

A GRID TO GROUND SCALE FACTOR OF 1.000280158 WAS USED TO CALCULATE THE GROUND (SURFACE) ACREAGES. GRID ACREAGES ARE MULTIPLIED BY THE GRID TO GROUND SCALE FACTOR SQUARED (1.000560394) TO PRODUCE GROUND (SURFACE) ACREAGES.

SAID PARCEL CONTAINING 35.06 ACRES ON THE ARIZONA STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE (0202), NORTH AMERICAN DATUM OF 1983, EPOCH 2007 AND BEING 35.08 GROUND (SURFACE) ACRES.

**"NE PONDS" AREA**

THE FOLLOWING PARCEL BEING DESCRIBED WITH GRID DISTANCES AND BEARINGS IN THE ARIZONA STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE (0202), NORTH AMERICAN DATUM OF 1983, EPOCH 2007.

A PARCEL OF LAND LOCATED IN SECTIONS 35 AND 36 (UNSURVEYED), TOWNSHIP 41 NORTH, RANGE 9 EAST, GILA AND SALT RIVER MERIDIAN, COCONINO COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**EXTENSION LEASE - EXHIBIT E-2/RESTRICTIVE COVENANT - EXHIBIT A**

COMMENCING AT THE NORTHEAST CORNER OF THE PLANT SITE BEING A BRASS CAP MARKED "CORNER No. 3", FROM WHICH THE NORTHWEST CORNER OF THE PLANT SITE BEING A BRASS CAP MARKED "CORNER No. 2", BEARS NORTH 78 DEGREES 05 MINUTES 05 SECONDS WEST, A DISTANCE OF 5947.11 FEET;

NORTH 78 DEGREES 05 MINUTES 05 SECONDS WEST, A DISTANCE OF 1046.35 FEET TO THE POINT OF BEGINNING.

THENCE SOUTH 08 DEGREES 04 MINUTES 07 SECONDS WEST, A DISTANCE OF 383.59 FEET;

THENCE SOUTH 15 DEGREES 58 MINUTES 59 SECONDS WEST, A DISTANCE OF 302.63 FEET;

THENCE SOUTH 65 DEGREES 02 MINUTES 58 SECONDS EAST, A DISTANCE OF 396.24 FEET;

THENCE SOUTH 12 DEGREES 26 MINUTES 26 SECONDS EAST, A DISTANCE OF 287.43 FEET;

THENCE NORTH 81 DEGREES 52 MINUTES 52 SECONDS WEST, A DISTANCE OF 221.88 FEET;

THENCE SOUTH 52 DEGREES 24 MINUTES 54 SECONDS WEST, A DISTANCE OF 355.19 FEET;

THENCE SOUTH 73 DEGREES 04 MINUTES 26 SECONDS WEST, A DISTANCE OF 624.88 FEET;

THENCE NORTH 14 DEGREES 50 MINUTES 34 SECONDS WEST, A DISTANCE OF 389.61 FEET;

THENCE NORTH 26 DEGREES 39 MINUTES 03 SECONDS WEST, A DISTANCE OF 298.74 FEET;

THENCE NORTH 22 DEGREES 39 MINUTES 37 SECONDS WEST, A DISTANCE OF 545.08 FEET;

THENCE NORTH 31 DEGREES 07 MINUTES 59 SECONDS WEST, A DISTANCE OF 174.07 FEET;

THENCE NORTH 14 DEGREES 32 MINUTES 49 SECONDS WEST, A DISTANCE OF 427.06 FEET;

**EXTENSION LEASE - EXHIBIT E-2/RESTRICTIVE COVENANT - EXHIBIT A**

THENCE NORTH 11 DEGREES 00 MINUTES 46 SECONDS EAST, A DISTANCE OF 82.24 FEET, TO THE NORTH LINE OF THE PLANT SITE;

THENCE SOUTH 78 DEGREES 05 MINUTES 05 SECONDS EAST ALONG THE NORTH LINE OF THE PLANT SITE, A DISTANCE OF 1472.00 FEET, TO THE POINT OF BEGINNING;

A GRID TO GROUND SCALE FACTOR OF 1.000280158 WAS USED TO CALCULATE THE GROUND (SURFACE) ACREAGES. GRID ACREAGES ARE MULTIPLIED BY THE GRID TO GROUND SCALE FACTOR SQUARED (1.000560394) TO PRODUCE GROUND (SURFACE) ACREAGES.

SAID PARCEL CONTAINING 40.50 ACRES ON THE ARIZONA STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE (0202), NORTH AMERICAN DATUM OF 1983, EPOCH 2007 AND BEING 40.53 GROUND (SURFACE) ACRES.

**“SD PONDS” AREA**

THE FOLLOWING PARCEL BEING DESCRIBED WITH GRID DISTANCES AND BEARINGS IN THE ARIZONA STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE (0202), NORTH AMERICAN DATUM OF 1983, EPOCH 2007.

A PARCEL OF LAND LOCATED IN SECTIONS 35 AND 36 (UNSURVEYED), TOWNSHIP 41 NORTH, RANGE 9 EAST, GILA AND SALT RIVER MERIDIAN, COCONINO COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE PLANT SITE BEING A BRASS CAP MARKED “CORNER No. 2”, FROM WHICH THE NORTHWEST CORNER OF THE PLANT SITE BEING A BRASS CAP MARKED “CORNER No. 3”, BEARS SOUTH 78 DEGREES 05 MINUTES 05 SECONDS EAST, A DISTANCE OF 5947.11 FEET;

THENCE SOUTH 29 DEGREES 11 MINUTES 40 SECONDS EAST, A DISTANCE OF 2662.47 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 210.36 FEET;

THENCE SOUTH 67 DEGREES 56 MINUTES 08 SECONDS WEST, A DISTANCE OF 981.91 FEET, TO THE POINT OF CURVATURE (P.C.) OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 75.00 FEET, FROM WHICH THE POINT OF TANGENCY (P.T.) OF SAID TANGENT CURVE BEARS NORTH 44 DEGREES 34 MINUTES 47 SECONDS WEST, A DISTANCE OF 138.57 FEET.

**EXTENSION LEASE - EXHIBIT E-2/RESTRICTIVE COVENANT - EXHIBIT A**

THENCE ALONG SAID CURVE AN ARC DISTANCE OF 176.67 FEET, THROUGH A CENTRAL ANGLE OF 134 DEGREES 58 MINUTES 10 SECONDS TO THE END OF THE TANGENT CURVE, AND A POINT OF TANGENCY;

THENCE NORTH 22 DEGREES 54 MINUTES 18 SECONDS EAST, A DISTANCE OF 87.34 FEET, TO THE POINT OF CURVATURE (P.C.) OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 40.00 FEET, FROM WHICH THE POINT OF TANGENCY (P.T.) OF SAID TANGENT CURVE BEARS NORTH 27 DEGREES 45 MINUTES 21 SECONDS WEST, A DISTANCE OF 61.87 FEET.

THENCE ALONG SAID CURVE AN ARC DISTANCE OF 70.74 FEET, THROUGH A CENTRAL ANGLE OF 101 DEGREES 19 MINUTES 19 SECONDS TO THE END OF THE TANGENT CURVE, AND A POINT OF TANGENCY;

THENCE NORTH 78 DEGREES 25 MINUTES 01 SECONDS WEST, A DISTANCE OF 708.52 FEET, TO THE POINT OF CURVATURE (P.C.) OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 75.00 FEET, FROM WHICH THE POINT OF TANGENCY (P.T.) OF SAID TANGENT CURVE BEARS NORTH 33 DEGREES 17 MINUTES 12 SECONDS WEST, A DISTANCE OF 106.31 FEET.

THENCE ALONG SAID CURVE AN ARC DISTANCE OF 118.15 FEET, THROUGH A CENTRAL ANGLE OF 90 DEGREES 15 MINUTES 39 SECONDS TO THE END OF THE TANGENT CURVE, AND A POINT OF TANGENCY;

THENCE NORTH 11 DEGREES 50 MINUTES 38 SECONDS EAST, A DISTANCE OF 457.21 FEET;

THENCE NORTH 29 DEGREES 28 MINUTES 12 SECONDS EAST, A DISTANCE OF 227.90 FEET;

THENCE SOUTH 42 DEGREES 04 MINUTES 02 SECONDS EAST, A DISTANCE OF 176.28 FEET;

THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 378.73 FEET, TO THE POINT OF CURVATURE (P.C.) OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET, FROM WHICH THE POINT OF TANGENCY (P.T.) OF SAID TANGENT CURVE BEARS SOUTH 45 DEGREES 09 MINUTES 41 SECONDS EAST, A DISTANCE OF 42.55 FEET.

THENCE ALONG SAID CURVE AN ARC DISTANCE OF 47.29 FEET, THROUGH A CENTRAL ANGLE OF 90 DEGREES 19 MINUTES 22 SECONDS TO THE END OF THE TANGENT CURVE, AND A POINT OF TANGENCY;

THENCE NORTH 89 DEGREES 40 MINUTES 38 SECONDS EAST, A DISTANCE OF 1400.29 FEET, TO THE POINT OF BEGINNING;

**EXTENSION LEASE - EXHIBIT E-2/RESTRICTIVE COVENANT - EXHIBIT A**

A GRID TO GROUND SCALE FACTOR OF 1.000280158 WAS USED TO CALCULATE THE GROUND (SURFACE) ACREAGES. GRID ACREAGES ARE MULTIPLIED BY THE GRID TO GROUND SCALE FACTOR SQUARED (1.000560394) TO PRODUCE GROUND (SURFACE) ACREAGES.

SAID PARCEL CONTAINING 16.53 ACRES ON THE ARIZONA STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE (0202), NORTH AMERICAN DATUM OF 1983, EPOCH 2007 AND BEING 16.54 GROUND (SURFACE) ACRES.

**"35 PONDS" AREA**

THE FOLLOWING PARCEL BEING DESCRIBED WITH GRID DISTANCES AND BEARINGS IN THE ARIZONA STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE (0202), NORTH AMERICAN DATUM OF 1983, EPOCH 2007.

A PARCEL OF LAND LOCATED IN SECTION 35 (UNSURVEYED), TOWNSHIP 41 NORTH, RANGE 9 EAST, GILA AND SALT RIVER MERIDIAN, COCONINO COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE PLANT SITE BEING A BRASS CAP MARKED "CORNER No. 2", FROM WHICH THE NORTHWEST CORNER OF THE PLANT SITE BEING A BRASS CAP MARKED "CORNER No. 3", BEARS SOUTH 78 DEGREES 05 MINUTES 05 SECONDS EAST, A DISTANCE OF 5947.11 FEET;

THENCE SOUTH 78 DEGREES 05 MINUTES 05 SECONDS EAST, ALONG THE NORTH LINE OF THE PLANT SITE A DISTANCE OF 1489.48 FEET, TO THE POINT OF BEGINNING;

THENCE SOUTH 78 DEGREES 05 MINUTES 05 SECONDS EAST, A DISTANCE OF 1939.28 FEET;

THENCE SOUTH 11 DEGREES 00 MINUTES 46 SECONDS WEST, A DISTANCE OF 222.19 FEET;

THENCE SOUTH 18 DEGREES 39 MINUTES 05 SECONDS EAST, A DISTANCE OF 168.33 FEET;

THENCE SOUTH 03 DEGREES 15 MINUTES 08 SECONDS WEST, A DISTANCE OF 131.34 FEET;

THENCE SOUTH 09 DEGREES 26 MINUTES 23 SECONDS EAST, A DISTANCE OF 438.82 FEET;

**EXTENSION LEASE - EXHIBIT E-2/RESTRICTIVE COVENANT - EXHIBIT A**

THENCE SOUTH 23 DEGREES 25 MINUTES 49 SECONDS EAST, A DISTANCE OF 253.57 FEET;

THENCE SOUTH 66 DEGREES 37 MINUTES 27 SECONDS WEST, A DISTANCE OF 925.20 FEET;

THENCE NORTH 35 DEGREES 56 MINUTES 15 SECONDS WEST, A DISTANCE OF 608.15 FEET, TO THE POINT OF CURVATURE (P.C.) OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 75.00 FEET, FROM WHICH THE POINT OF TANGENCY (P.T.) OF SAID TANGENT CURVE BEARS NORTH 62 DEGREES 33 MINUTES 39 SECONDS WEST, A DISTANCE OF 67.22 FEET.

THENCE ALONG SAID CURVE AN ARC DISTANCE OF 69.70 FEET, THROUGH A CENTRAL ANGLE OF 53 DEGREES 14 MINUTES 48 SECONDS TO THE END OF THE TANGENT CURVE, AND A POINT OF TANGENCY;

THENCE NORTH 89 DEGREES 11 MINUTES 03 SECONDS WEST, A DISTANCE OF 483.78 FEET, TO THE POINT OF CURVATURE (P.C.) OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET, FROM WHICH THE POINT OF TANGENCY (P.T.) OF SAID TANGENT CURVE BEARS NORTH 44 DEGREES 35 MINUTES 32 SECONDS WEST, A DISTANCE OF 42.12 FEET.

THENCE ALONG SAID CURVE AN ARC DISTANCE OF 46.70 FEET, THROUGH A CENTRAL ANGLE OF 89 DEGREES 11 MINUTES 03 SECONDS TO THE END OF THE TANGENT CURVE, AND A POINT OF TANGENCY;

THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 118.68 FEET, TO THE POINT OF CURVATURE (P.C.) OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 50.00 FEET, FROM WHICH THE POINT OF TANGENCY (P.T.) OF SAID TANGENT CURVE BEARS NORTH 45 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 70.71 FEET.

THENCE ALONG SAID CURVE AN ARC DISTANCE OF 78.54 FEET, THROUGH A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS TO THE END OF THE TANGENT CURVE, AND A POINT OF TANGENCY;

THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 327.80 FEET, TO THE POINT OF CURVATURE (P.C.) OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET, FROM WHICH THE POINT OF TANGENCY (P.T.) OF SAID TANGENT CURVE BEARS NORTH 48 DEGREES 49 MINUTES 45 SECONDS WEST, A DISTANCE OF 39.50 FEET.

THENCE ALONG SAID CURVE AN ARC DISTANCE OF 43.11 FEET, THROUGH A CENTRAL ANGLE OF 82 DEGREES 20 MINUTES 30 SECONDS TO THE END OF THE TANGENT CURVE, AND A POINT OF TANGENCY;



**EXTENSION LEASE - EXHIBIT E-2/RESTRICTIVE COVENANT - EXHIBIT A**

THENCE NORTH 07 DEGREES 39 MINUTES 30 SECONDS WEST, A DISTANCE OF 226.19 FEET;

THENCE NORTH 07 DEGREES 03 MINUTES 30 SECONDS EAST, A DISTANCE OF 360.61 FEET;

THENCE NORTH 02 DEGREES 43 MINUTES 30 SECONDS WEST, A DISTANCE OF 314.63 FEET;

THENCE NORTH 21 DEGREES 17 MINUTES 47 SECONDS EAST, A DISTANCE OF 311.77 FEET, TO THE POINT OF BEGINNING.

A GRID TO GROUND SCALE FACTOR OF 1.000280158 WAS USED TO CALCULATE THE GROUND (SURFACE) ACREAGES. GRID ACREAGES ARE MULTIPLIED BY THE GRID TO GROUND SCALE FACTOR SQUARED (1.000560394) TO PRODUCE GROUND (SURFACE) ACREAGES.

SAID PARCEL CONTAINING 63.69 ACRES ON THE ARIZONA STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE (0202), NORTH AMERICAN DATUM OF 1983, EPOCH 2007 AND BEING 63.73 GROUND (SURFACE) ACRES.



REGISTRATION  
EXPIRES 03-31-2019