

ORIGINAL



BEFORE THE ARIZONA POWER AND TRANSMISSION LINE SITING COMMITTEE

IN THE MATTER OF THE APPLICATION OF PINAL CENTRAL ENERGY CENTER, LLC, IN CONFORMANCE WITH THE REQUIREMENTS OF ARIZONA REVISED STATUTES 40-360, ET SEQ., FOR A CERTIFICATE OF ENVIRONMENTAL COMPATIBILITY AUTHORIZING THE PINAL CENTRAL ENERGY CENTER 230KV GENERATION INTERTIE LINE PROJECT, WHICH INCLUDES THE CONSTRUCTION OF A GENERATION TIE-LINE ORIGINATING LESS THAN HALF A MILE TO THE SOUTHEAST OF THE PINAL CENTRAL SUBSTATION ON PRIVATE LAND UNDER THE JURISDICTION OF PINAL COUNTY AND THE CITY OF COOLIDGE, ARIZONA, AND TERMINATING IN THE PINAL CENTRAL SUBSTATION IN PINAL COUNTY, ARIZONA.

RECEIVED AZ CORP COMMISSION DOCKET CONTROL 2017 APR -7 P 4: 04

DOCKET L-00000BBB-17-0073-00174

Case No. 174

Arizona Corporation Commission

DOCKETED

APR 7 2017

DOCKETED BY GIB

CROCKETT LAW GROUP PLLC 2198 E. Camelback Road, Suite 305 Phoenix, Arizona 85016-4747

APPLICANT PINAL CENTRAL ENERGY CENTER, LLC'S RESPONSE TO LYNDA WILLIAMS' MEMORANDUM OF LAW NUMBER TWO RE: DEED FOR 50' x 50' EASEMENT

Pursuant to the Order Amending Procedural Order of March 23, 2017, dated April 4, 2017, Pinal Central Energy Center, LLC ("Applicant") provides its response to the Memorandum of Law Number Two Re: Deed for 50' x 50' Easement submitted by Lynda Williams ("Ms. Williams"). In her Memorandum, Ms. Williams asks "whether this Committee has jurisdiction to consider whether the fact that the Applicant has no legal access over her property to the west fields, where Applicant proposes to construct a 230kV gen-tie line, should result in denial of the CEC." Ms. Williams then asserts that "the Committee must find it has jurisdiction to consider the lack of access issue and, on that

1 Williams Memorandum of Law No. 2 at 2, lines 4-6.

1 ground alone, that it may deny the CEC requested by Applicant.”² However, Ms.
2 Williams’ Memorandum misstates key facts, as discussed herein, and ignores the fact that
3 Applicant has access to an Easement (as discussed below) across Mr. Williams’ property
4 that will provide access to Applicants Gen-Tie Project, as hereinafter defined. For these
5 reasons, Ms. Williams’ arguments as set forth in her Memorandum should be rejected.
6 There is simply no basis or jurisdiction for the Power Plant and Transmission Line Siting
7 Committee (“Siting Committee”) to reject Applicant’s application (“Application”) in this
8 docket based on an erroneous claim of a lack of legal access.

9 INTRODUCTION

10 In this docket, Applicant is requesting a Certificate of Environmental Compatibility
11 (“CEC”) for a 0.40-mile 230 kilovolt (“kV”) alternating current generation transmission
12 tie-in line (“Gen-Tie”) and associated substation facilities (“Project Substation”)
13 (collectively, the “Gen-Tie Project”) in order to connect Applicant’s planned 20 megawatt
14 (“MW”) alternating current solar photovoltaic (“PV”) plant and connected 10
15 MW/40MWh advanced energy storage (*i.e.*, battery) system (collectively, the “Solar
16 Facility”) to the electric grid at the Pinal Central Substation. Ms. Williams asserts that
17 Applicant lacks legal access across her property to the site of the proposed Project
18 Substation and Gen-Tie and that Applicant lacks legal access across her property to
19 connect the Solar Facility to the Project Substation. However, Ms. Williams’ assertions
20 regarding access are not relevant in this proceeding and she misstates key facts regarding
21 Applicant’s access.

22 LEGAL ANALYSIS

23 **A. Applicant’s Planned Solar Facility is Not Subject to this** 24 **Proceeding.**

25 On April 3, 2017, Applicant filed its Memorandum on the Siting Committee’s
26 Jurisdiction to Consider Impacts or Circumstances Pertaining to Applicant’s Planned 20
27 Megawatt Solar Photovoltaic and Batter Storage Facility. Applicant’s Memorandum laid

28 ² *Id.* at 2, lines 4-6.

1 out the legal arguments why the Siting Committee has no jurisdiction over the planned
2 Solar Facility and why the Siting Committee may not consider facts, circumstances, and/or
3 impacts pertaining solely to the Solar Facility which are not otherwise related to the Gen-
4 Tie Project. Applicant’s April 3, 2017 Memorandum is incorporated herein by this
5 reference.

6 The focus of this proceeding is solely on the Gen-Tie Project; there is no
7 requirement that Applicant obtain a CEC for the Solar Facility. Pursuant to an executed
8 option agreement, Applicant has control of the property where the Project Substation and
9 Gen-Tie will be constructed, and Applicant has legal access to that property via an
10 Easement (as discussed below) granted by Ms. Williams in favor of the current owners of
11 the property. At the time Applicant acquires the optioned property, it will acquire—via
12 assignment—the Easement. Thus, there is no issue regarding Applicant’s legal access to
13 the site of the Project Substation or the Gen-Tie.

14 Ms. Williams’ assertion that Applicant lacks legal access across her property to
15 connect the planned Solar Facility to the Project Substation is not material to the Gen-Tie
16 Project and is outside the scope of this proceeding. Applicant would note also that it has
17 options other than crossing Ms. Williams’ property for connecting the Solar Facility and
18 the Project Substation.

19 **B. Ms. Williams Misstates Key Facts.**

20 Attached as Exhibit “A” to Williams’s Memorandum is a copy of a Warranty Deed
21 (“Warranty Deed”) dated March 29, 2005, by which Marvin W. Wuertz and Kathleen P.
22 Wuertz, as Trustees of the Marvin and Kathleen Wuertz Trust dated March 9, 2001,
23 conveyed to Frank C. Williams and Lynda Williams certain real property. In that Warranty
24 Deed, the Wuertz’s as grantors reserved unto to themselves an easement (“Easement”)
25 described broadly as follows:
26
27
28

1 RESERVING UNTO THE GRANTOR(S), THEIR SUCCESSOR(S),
2 HEIR(S) AND ASSIGNS(S) AN EASEMENT FOR INGRESS AND
3 EGRESS OVER THE NORTH 50.00 FEET OF THE WEST 50.00 FEET
THEREOF.

4 The Easement connects two parcels of property currently owned by Mr. and Mrs.
5 Wuertz (the “Wuertz Property”). Applicant has entered into an option agreement (“Option
6 Agreement”) to acquire the Wuertz Property which is benefitted by the Easement.
7 Pursuant to the Option Agreement, Applicant has right to enter the Wuertz Property and
8 to use the Easement. The Easement is referred to in Ms. Williams’ Memorandum as the
9 50’ x 50’ easement.

10 There are several misstatements of fact in Ms. Williams’ Memorandum. First, Ms.
11 Williams states that the Easement “is not any more than a courtesy ingress and egress
12 easement granted to Mr. Wuertz for farming purposes only.”³ However, the plain language
13 of the Easement contained in the Warranty Deed includes no such limitations—either that
14 the Easement is a courtesy or that it is limited to farming purposes. Moreover, Applicant
15 can find no reference in the law to a courtesy ingress and egress easement.

16 Second, Ms. Williams states that “[t]he history of use would establishes [sic] that
17 the parties agreed to a limited use, (i.e. for farming), that there was no other use
18 contemplated by the parties....”⁴ However, the agreement of the parties is reflected in the
19 plain and unambiguous language of the Warranty Deed, and there is no limitation of the
20 Easement to farming. Moreover, it is not clear how Ms. Williams could know that Mr.
21 and Mrs. Wuertz contemplated no use other than farming. The fact that Mr. and Mrs.
22 Wuertz have entered into the Option Agreement, granted access on their property to
23 Applicant, and allowed Applicant to use the Easement as their guest/invitee shows that the
24 Wuertz’s themselves do not view the Easement as limited to farming.

25 There is an interesting fact that was omitted from Ms. Williams’ Memorandum. It
26 appears that Ms. Williams previously granted a non-exclusive “High Voltage Easement”

27 _____
28 ³ Williams Memorandum of Law No. 2 at 2, lines 8-11.

⁴ Williams Memorandum of Law No. 2 at 2, lines 11-12.

1 across her property to Salt River Project (“SRP”). A copy of the High Voltage Easement
2 dated May 2, 2008 is attached hereto as Attachment 1. The easement allows SRP:

3 [T]o construct, install, access, maintain, repair, reconstruct, replace, remove,
4 and operate: a line or lines of poles, towers, or other supporting structures;
5 conductors, cables, communication and signal lines; guys, anchorage,
6 crossarms, braces, transformers, vaults, manholes, and pad-mounted
7 equipment; underground conduits, conductors, pipes, and cables; fiber optic,
8 microwave, and antennae for communication or data transmission purposes;
9 and other appliances, appurtenances, and fixtures associated with the
10 transmission and distribution of electricity and communications signals and
11 other related purposes (collectively, “Facilities”), at such locations and
12 elevations over, across, under, and upon the Easement Parcel as Grantee may
13 now or in the future deem convenient or necessary, together with the right of
14 vehicular and pedestrian ingress and egress through and within the Easement
15 Parcel and, at any intersection of the Easement Parcel and a public road or
16 right of way, the unrestricted right of vehicular and pedestrian ingress and
17 egress to and from the Easement Parcel.

18 Ms. Williams asserts in her Memorandum that “[t]he frequency of the traffic and
19 the nature of the vehicles and the use they are serving will create much more intense use
20 and negative impact upon the Williams Property.” However, these stated concerns seem
21 at odds with the very expansive easement granted by Ms. Williams to SRP. The easement
22 granted to SRP over approximately 3.93 acres of Ms. Williams’ property to install and
23 maintain high voltage power lines and related improvements has already made the servient
24 estate home to (i) power distribution infrastructure and (ii) vehicular traffic and the
25 presence of people and activity related to the installation, operation and maintenance of
26 that infrastructure, all in areas closer to their home than the Wuertz Easement. Moreover,
27 there are simply no facts to support Ms. Williams’ assertion that the frequency of the traffic
28 and nature of the vehicles associated with the Gen-Tie Project would create a more intense
use. Ms. Williams’ arguments regarding the lack of legal access to the Gen-Tie Project
should be rejected.

26 **C. Ms. Williams Acknowledges the Validity of the Easement.**

27 In her Memorandum, Ms. Williams acknowledges the validity of the easement,
28 stating “[a]lthough an easement for ingress and egress, appurtenant to the Wuertz

1 properties north and west of the Williams Property, likely does exist, its scope is far too
2 limited to accommodate a power line of any sort, nor does it accommodate [Applicant's]
3 industrial traffic." (emphasis added) Again, her argument regarding the lack of legal
4 access to the Gen-Tie Project should be rejected.

5 **D. Legal Access Is Not a Precondition to Granting a CEC.**

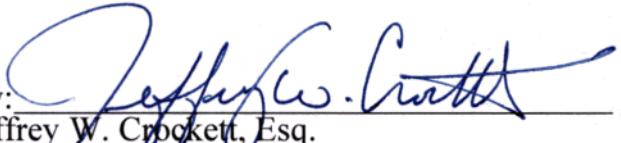
6 There is no requirement that an applicant for a CEC have legal access to the project.
7 Thus, even if it could be shown that the Applicant does not currently have legal access for
8 the Gen-Tie Project, the Siting Committee can still grant a CEC. To recent examples of
9 that very scenario are the CEC granted to Southline Transmission, L.L.C, in Docket L-
10 00000AAA-16-0370-000173 and the CEC granted to SunZia Transmission, LLC, in
11 Docket L-00000YY-15-0318-00171.

12 **CONCLUSION**

13 For all the reasons discussed herein, Ms. Williams' arguments set forth in her
14 Memorandum should be rejected. There is simply no basis or jurisdiction for the Siting
15 Committee to reject Applicant's Application in this case based on an erroneous claim of a
16 lack of legal access.

17 RESPECTFULLY submitted this 7th day of April, 2017.

18 CROCKETT LAW GROUP PLLC

19
20 By: 
21 Jeffrey W. Crockett, Esq.
22 2198 E. Camelback Road, Suite 305
23 Phoenix, Arizona 85016

24 *Attorney for Pinal Central Energy Center,*
25 *LLC*
26
27
28

1 **CERTIFICATION OF MAILING**

2 ORIGINAL and 25 copies filed this 7th day of April, 2017, with:

3 Docket Control
4 Arizona Corporation Commission
5 1200 West Washington Street
6 Phoenix, Arizona 85007

7 COPY of the foregoing hand-delivered this 7th day of April, 2017, to:

8 Chairman Thomas Chenal
9 Arizona Power Plant and Transmission Line Siting Committee
10 ARIZONA ATTORNEY GENERAL'S OFFICE
11 1275 West Washington Street
12 Phoenix, Arizona 85007

13 Andy Kvesic, General Counsel and Director of the Legal Division
14 ARIZONA CORPORATION COMMISSION
15 1200 West Washington Street
16 Phoenix, Arizona 85007

17 Elijah O. Abinah, Acting Director
18 Utilities Division
19 ARIZONA CORPORATION COMMISSION
20 1200 West Washington Street
21 Phoenix, Arizona 85007

22 COPY of the foregoing sent via e-mail and First Class U.S. Mail this 7th day of April,
23 2017, to:

24 Lawrence V. Robertson, Jr., Esq.
25 Of Counsel to MUNGER CHADWICK, PLC
26 210 W. Continental Road, Suite 216A
27 Green Valley, Arizona 85622
28 E-mail: tubaclawyer@aol.com
Attorney for Potential Intervenor SunZia Transmission, LLC

Tom C. Wray, Project Manager
SUNZIA SOUTHWEST TRANSMISSION PROJECT
3610 N. 44th Street, Suite 250
Phoenix, Arizona 85018
E-mail: twray@southwesternpower.com

1 Gilberto V. Figueroa, Esq.
2 Attorney at Law
3 P.O. Box 10248
4 Casa Grande, Arizona 85130
5 E-mail: gvfigueroa@yahoo.com
6 *Attorney for Potential Intervenor Lynda Williams*

7 Rodney Q. Jarvis, Esq.
8 EARL, CURLEY & LAGARDE, P.C.
9 3101 N. Central Avenue, Suite 1000
10 Phoenix, Arizona 85012
11 E-mail: rjarvis@ecllaw.com
12 *Attorney for Potential Intervenor Lynda Williams*

13 COPY of the foregoing sent via First Class U.S. Mail this 7th day of April, 2017, to:

14 Douglas V. Fant, Esq.
15 LAW OFFICES OF DOUGLAS V. FANT
16 3655 W. Anthem Way, Suite 109
17 Anthem, Arizona 85086
18 *Attorney for Potential Intervenor SunZia Transmission, LLC*

19 COPY of the foregoing sent via e-mail this 7th day of April, 2017, to:

20 Marta T. Hetzer
21 COASH & COASH, INC.
22 1802 N. 7th Street
23 Phoenix, AZ 85006
24 E-mail: mh@coashandcoash.com

25
26
27
28
By: 

ATTACHMENT 1

TRANSNATION TITLE INS. CO.

⑧

WHEN RECORDED MAIL TO:

Salt River Project
Land Department/PAB350
PO Box 52025
Phoenix, AZ 85072



OFFICIAL RECORDS OF
PINAL COUNTY RECORDER
LAURA DEAN-LYTLER

DATE/TIME: 05/06/08 1417
FEE: \$17.00
PAGES: 8
FEE NUMBER: 2008-042952

1/1 1571659

DO NOT REMOVE THIS COVER SHEET. IT IS NOW PART OF THE RECORDED DOCUMENT.

DOCUMENT TO BE RECORDED:

High Voltage Easement

Unofficial

WHEN RECORDED MAIL TO:

SALT RIVER PROJECT

Land Department/PAB350

PO Box 52025

Phoenix, Arizona 85072-2025

HIGH VOLTAGE EASEMENT

Pinal County

Parcel # 401-44-001L, 401-44-001E & 401-44-001K

SRP file # 3

R/W #: 3113 Agt. RAP

Job # NGI-630-203

W _____ C _____

C. Frank Williams, as his sole and separate property, as to Parcel # 1; Frank C. Williams and Lynda Williams, husband and wife as joint tenants with right of survivorship, as to Parcel # 2

hereinafter called Grantor ("Grantor"), for and in consideration of the sum of One Dollar and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, does hereby grant and convey to **SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT**, an agricultural improvement district organized and existing under the laws of the State of Arizona, its employees, agents, contractors, co-owners, participants, licensees, and permittees, and its and their respective successors and assignees, whether in whole or in part (collectively, "Grantee"), a non-exclusive easement ("Easement") over, across, under, and upon the lands described below ("Easement Parcel") to construct, install, access, maintain, repair, reconstruct, replace, remove, and operate: a line or lines of poles, towers, or other supporting structures; conductors, cables, communication and signal lines; guys, anchorage, crossarms, braces, transformers, vaults, manholes, and pad-mounted equipment; underground conduits, conductors, pipes, and cables; fiber optic, microwave, and antennae for communication or data transmission purposes; and other appliances, appurtenances, and fixtures associated with the transmission and distribution of electricity and communication signals and other related purposes (collectively, "Facilities"), at such locations and elevations over, across, under, and upon the Easement Parcel as Grantee may now or in the future deem convenient or necessary, together with the right of vehicular and pedestrian ingress and egress through and within the Easement Parcel and, at any intersection of the Easement Parcel and a public road or right of way, the unrestricted right of vehicular and pedestrian ingress and egress to and from the Easement Parcel.

The lands over, across, under, and upon which this Easement is granted are situated in the County of Pinal, State of Arizona, and are more particularly described as:

Easement Parcel:

SEE ATTACHED EXHIBIT "A"

CAUTION: Facilities placed within the Easement Parcel may contain high voltage electrical equipment. Notice is given that the location of underground electrical conductors and other facilities must be verified as required by the Arizona Blue Stake Law, A.R.S. Sections 40-360.21-32, prior to any excavation. Notice is also given that any activity performed within the Easement Parcel shall comply with the Arizona Overhead Powerline Safety Law, A.R.S. Sections 40-360.41-45.

1. Permitted Grantor Uses. Grantor shall not construct any building within the Easement Parcel. Grantor shall not plant any trees, place any structure, drill any well, store materials of any kind, alter ground level by cut or fill, or permit residential uses within the Easement Parcel unless such activity or use does not unreasonably interfere with Grantee's Easement rights and privileges and such activity or use has first been approved in writing by Grantee pursuant to Paragraph 2 below.

2. Use Approval Procedure. Subject to the conditions stated below in 2(A) and 2(B), Grantor may use portions of the Easement Parcel for any purposes that do not unreasonably interfere with Grantee's Easement rights and privileges, including, as examples, cultivation, grazing, landscaping, parks, golf courses, storm water retention basins, cross fences, trail and bike paths, alleys, driveways, road crossings, vehicle parking or storing, irrigation ditches, pipelines, and public utilities.

(A) The use of the Easement Parcel by Grantor is conditioned upon the following:

(i) Grantor shall notify Grantee, in writing, of its intent to use the Easement Parcel;

(ii) Grantor shall provide Grantee with such drawings and narrative that Grantee requests for it to clearly understand the nature and scope of Grantor's proposed use; and

(iii) Grantee determines and notifies Grantor in writing that the proposed use, or modified use, does not unreasonably interfere with Grantee's ability to construct, install, access, maintain, repair, reconstruct, replace, remove, and operate the Facilities or any contemplated additional Facilities.

(B) Grantee's review and approval of Grantor's proposed uses shall be solely based on the criteria of Paragraph 2(A), subparts (i) through (iii).

3. Fences. Grantee, at its expense, may construct, modify, and maintain access openings, at such locations and of such dimensions as solely determined by Grantee, in all existing fences and walls across or within the Easement Parcel and may construct, maintain, and use gates in all existing walls and fences, provided that a multiple locking device accessible by both Grantor and Grantee shall be used on any locked gates. If Grantor constructs fences or walls across the Easement Parcel, Grantor shall, at its expense, provide Grantee with openings at locations and of such dimensions as solely determined by Grantee. Grantor, at its expense, may install gates across such openings and, if such gates are locked, shall make provisions for a multiple locking device for both Grantor and Grantee.

4. Vegetation. Grantee shall have the right (but not the obligation) to trim, cut, and clear away trees, brush, or other vegetation on the Easement Parcel whenever necessary in its judgment for its use, operation, maintenance of, and access to the Facilities or for safety or reliability reasons.

5. Abandonment. If Grantee records a document to formally abandon the Easement, all Grantee's rights in the Easement shall cease, except the right to remove any and all Facilities placed upon the Easement Parcel within a reasonable time subsequent to such abandonment.

6. Running of Benefits and Burdens. The covenants and agreements in this Easement shall run with and burden the land and shall extend and inure in favor and to the benefit of, and shall be binding on, Grantee and Grantor and their respective successors (including successors in ownership and estate), assigns, and lessees.

FRANK C. Williams aka C. FRANK Williams and Lynda Williams

IN WITNESS WHEREOF, A has caused its name to be executed by its duly authorized representative(s) this 2nd day of May, 2008.

By C. Frank Williams (Husband)

Its Lynda Williams (wife)

By Frank C. Williams (FRANK C. Williams)

Its Lynda Williams Also Known As

Unofficial

ALL-PURPOSE ACKNOWLEDGMENT

STATE OF ARIZONA

COUNTY OF PINAL ss:

On this 2nd day of May, 2008,
before me, the undersigned, a Notary Public in
and for said State, personally appeared

FRANK C. WILLIAMS

Also Known as C. FRANK WILLIAMS

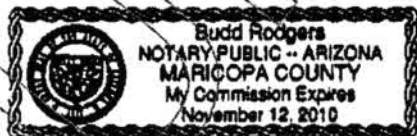
_____ to me personally known

or provided to me on the basis of
satisfactory evidence
to be the persons(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.

NOTARY: Budd Rodgers
(Sign in Ink)

My Commission Expires: 11/12/2010

SEAL:



CAPACITY CLAIMED BY SIGNER

INDIVIDUAL
 CORPORATION
 LIMITED LIABILITY CORP.
Title(s) of Corporate Officers(s):

Corporate Seal is affixed
 No Corporate Seal procured

PARTNER(s)
 Limited Partnership
 General Partnership

LIMITED LIABILITY COMPANY
 ATTORNEY-IN-FACT
 EXECUTOR(s),
 ADMINISTRATOR(s),
or TRUSTEE(s):
 GUARDIAN(s)
or CONSERVATOR(s)
 OTHER

SIGNER IS REPRESENTING:
List name(s) of persons(s) or entity(ies):

Note: This instrument is exempt from the real estate transfer fee and affidavit of legal value required under A.R.S. Sections 11-1132 and 11-1133 pursuant to the exemptions set forth in A.R.S. Sections 11-1134(A)(2) and (A)(3).

ALL-PURPOSE ACKNOWLEDGMENT

STATE OF ARIZONA)

COUNTY OF PINAL) ss:

On this 2nd day of May, 2008,
before me, the undersigned, a Notary Public in
and for said State, personally appeared

Lynda Williams

_____ to me personally known

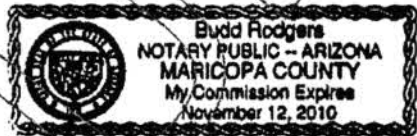
or provided to me on the basis of
satisfactory evidence

to be the persons(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.

NOTARY: Budd Rodgers
(Sign in Ink)

My Commission Expires: 11/12/2010

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CAPACITY CLAIMED BY SIGNER

INDIVIDUAL
 CORPORATION
 LIMITED LIABILITY CORP.
Title(s) of Corporate Officers(s):

Corporate Seal is affixed
 No Corporate Seal procured

PARTNER(s)
 Limited Partnership
 General Partnership

LIMITED LIABILITY COMPANY
 ATTORNEY-IN-FACT
 EXECUTOR(s),
 ADMINISTRATOR(s),
 or TRUSTEE(s):
 GUARDIAN(s)
 or CONSERVATOR(s)
 OTHER

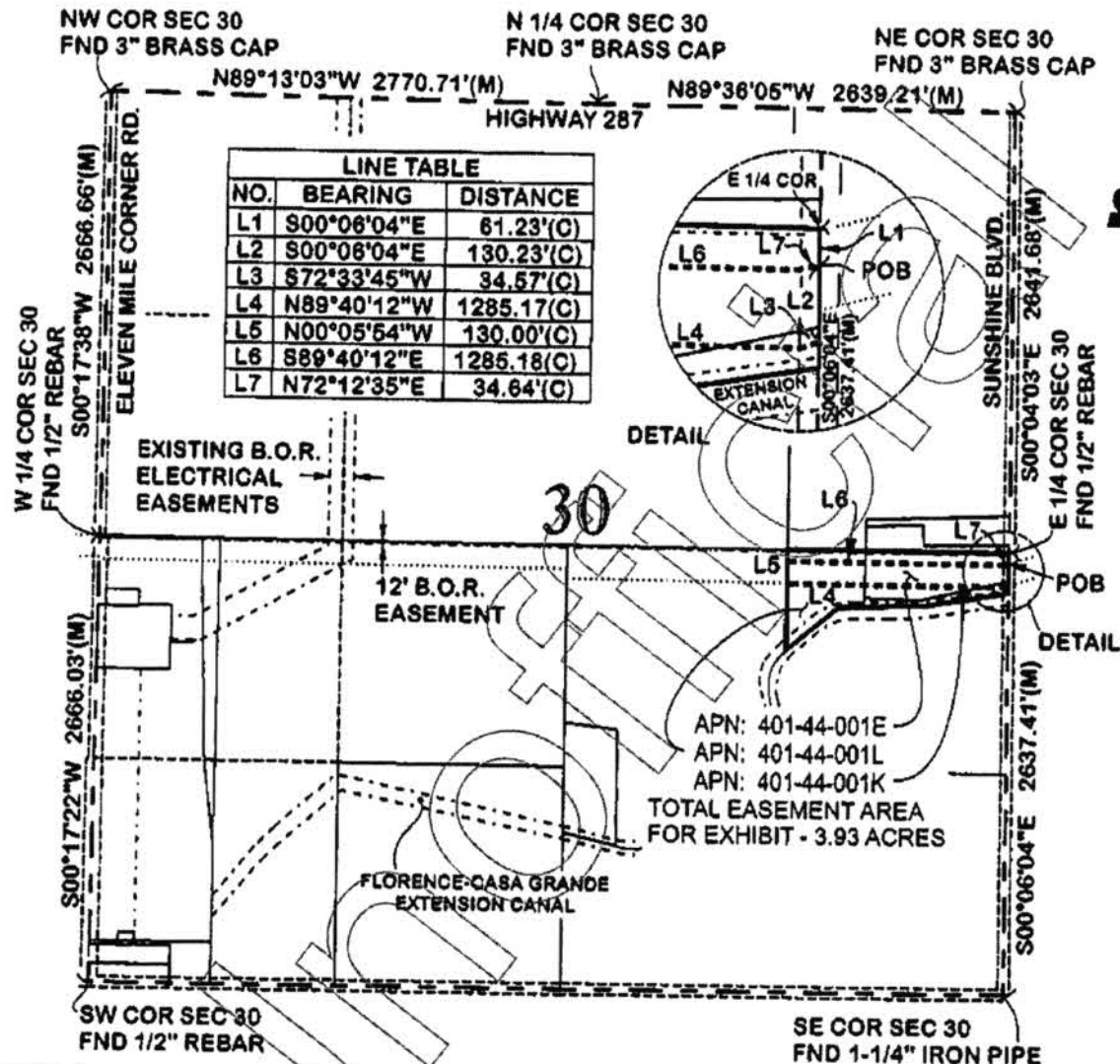
SIGNER IS REPRESENTING:

List name(s) of persons(s) or entity(ies):

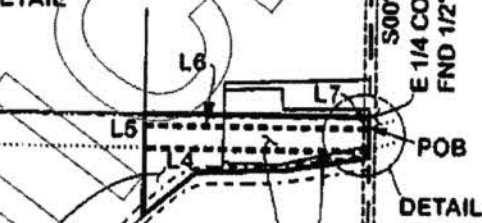
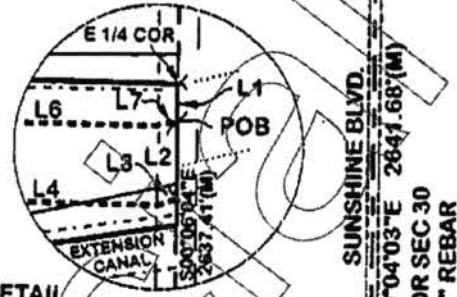
Note: This instrument is exempt from the real estate transfer fee and affidavit of legal value required under A.R.S. Sections 11-1132 and 11-1133 pursuant to the exemptions set forth in A.R.S. Sections 11-1134(A)(2) and (A)(3).

EXHIBIT "A"

BASIS OF BEARING FOR THIS EXHIBIT:
 THE EAST LINE OF THE NORTHEAST 1/4,
 SECTION 30, T6S, R8E



| LINE TABLE | | |
|------------|-------------|------------|
| NO. | BEARING | DISTANCE |
| L1 | S00°06'04"E | 61.23'(C) |
| L2 | S00°08'04"E | 130.23'(C) |
| L3 | S72°33'45"W | 34.57'(C) |
| L4 | N89°40'12"W | 1285.17(C) |
| L5 | N00°05'54"W | 130.00'(C) |
| L6 | S89°40'12"E | 1285.18(C) |
| L7 | N72°12'35"E | 34.64'(C) |



APN: 401-44-001E
 APN: 401-44-001L
 APN: 401-44-001K
**TOTAL EASEMENT AREA
 FOR EXHIBIT - 3.93 ACRES**

- LEGEND**
- PROPERTY LINE
 - NEW TRANSMISSION EASEMENT
 - EXISTING R/W BOUNDARY
 - SECTION LINE
 - STATE LAND SECTION LINE
 - CENTERLINE
 - (R) RECORD
 - (M) MEASURED
 - (C) CALCULATED



JOHN BLOODGOOD P.L.S. 19811
 EXPIRATION DATE 12/31/09

**SALT RIVER PROJECT A.I. & POWER DISTRICT
 PINAL COUNTY, ARIZONA**

**PALO VERDE-PINAL WEST-
 BROWNING 500kV PROJECT**
 SECTION 30, TOWNSHIP 6S, RANGE 8E
OVERHEAD ELECTRIC POWER LINE EASEMENT

TOWILL Surveying, Mapping
 and GIS Services
 2266 S. Dobson Road, Suite 205
 Mesa, Arizona 85202

JOB NO. 10487-106-032
 DRAWN BY: RUSS MELLO
 CHECKED: GENE CLAYTON P.L.S.
 DATE: REVISION APRIL 1, 2006
 SCALE: NOT TO SCALE