



**MARICOPA COUNTY  
DEPARTMENT OF TRANSPORTATION**

**Exhibit**

for the

**Arizona Navigable Stream  
Adjudication Commission**



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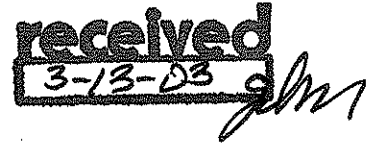
SALT RIVER 1 OF 2

# Helm & Kyle, Ltd.

John D. Helm  
Roberta S. Livesay  
Sally Worthington  
Patricia Barfield  
Lingling Yan  
\*Retired  
Theodore L. Kyle\*

ATTORNEYS AT LAW

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Suite One  
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March 13, 2003

**Via Messenger**

Mr. George Mehnert  
State of Arizona  
Navigable Stream Adjudication Commission  
1700 West Washington, Room 404  
Phoenix, Arizona 85007

Re: Lower Salt Hearing

Dear George:

As you know, we represent the Maricopa County Department of Transportation ("MCDOT") before the Commission. Pursuant to your memo dated February 13, 2003, please be advised that we intend to have one witness available for the above hearing. The name of the witness is Hjalmar W. Hjalmarson (Winn), and at this point we are unsure of how much time we will need for his testimony.

Also, enclosed is the County's evidence for the Lower Salt River for filing with your office:

1. Original and Seven (7) copies of a written report by Hjalmar W. Hjalmarson, P.E., titled "Hydrology Along the Natural Channel of the Salt River"; and,
2. Original and Seven (7) copies of the Exhibit prepared by MCDOT which shows the county's ownership entrusted in the Lower Salt River. Each Exhibit has two folders, which is being submitted to establish the public trust value of transportation.

Maricopa County, Lower Salt River  
03-005-NAV  
4/7/03  
Evidence Item No. 022

If you have any questions regarding this matter, please feel free to contact me at the number listed above.

Sincerely,

A handwritten signature in cursive script, appearing to read "Sally", followed by a large, decorative flourish that loops back to the left.

Sally Worthington, Esq.

SW:tw

Enclosures

cc: John Paulsen (w/o enclosures)



**HYDROLOGY ALONG THE  
NATURAL CHANNEL  
OF THE SALT RIVER**

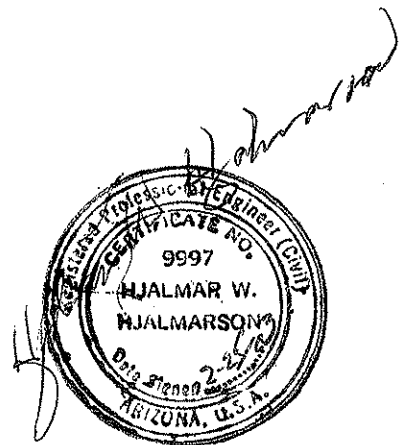
**(From the confluence with the Verde River  
to the mouth at the Gila River)**

**Hydrologic assessment  
by**

**Hjalmar W. Hjalmarson, PE**

**For Helm and Kyle, Ltd**

**February 25, 2003**



The purpose of this report is to describe the natural flow of the Salt River from the confluence with the Verde River to the mouth at the Gila River. The natural flow of the river is the flow that existed before settlers arrived in about 1860 and built many rock dams to divert water for irrigation. The natural hydrology for the study reach is based largely on published reports of natural hydrology for rivers in Central Arizona by the U. S. Geological Survey.

The mountainous areas of the Salt River watershed typically receive more than 20 inches of precipitation per year with 30 inches or more in a few of the higher areas. Precipitation falls during two distinct periods —late summer and midwinter. Under natural conditions less than about 5 percent of the precipitation on the entire watershed ran off. Most of the flow in the Salt River (study reach) was from snowmelt in the high mountains typically in late winter and spring. Another important part of the total runoff was the water that replenished the ground water, was temporarily stored, and later discharged to the streams in the watershed.

The distribution of high flows was governed by the physiography and plant cover of the Salt River watershed. The distribution of low flows (base flow) was controlled chiefly by the geology of the watershed. Base flow in the study reach was the composite of ground water drainage from many parts of the watershed. Much of the base flow in the mountains was from limestone and sandstone aquifers. Many alluvial basins that are traversed by the streams were filled with water, and this ground water drained to the streams under natural conditions. Thus, the base flow reflects the effect of geology on the ground-water runoff to the river and its tributaries.

The average predevelopment annual discharge of the Salt River upstream of the Salt River Indian Reservation was estimated by the USGS to be 1,250,000 acre-feet and the median annual discharge 950,000 acre-feet (Thomsen and Portello, 1991). The basin accounting method for natural stream base flow developed by Freethey and Anderson (1986) was used to estimate the 90<sup>th</sup> percentile of daily discharge. The estimated Mean annual flow is 1,730 cfs, Median (Q<sub>50</sub>) flow is 1,310 cfs and the base (Q<sub>90</sub>) flow is about 260 cfs.

## REFERENCES

- Freethey, G. W. and Anderson, T. W., 1986, Predevelopment hydrologic conditions in the alluvial basins of Arizona and adjacent parts of California and New Mexico, U. S. Geological Survey Hydrologic Investigations Atlas HA-664, 3 sheets.
- Thomsen, B.W., and Porcello, J.J., 1991, Predevelopment hydrology of the Salt River Indian Reservation, East Salt River Valley, Arizona: U.S. Geological Survey Water-Resources Investigations Report 91-4132, 37 p.

Received  
Fr. JOHN HEDM  
4-7-03

**HJALMAR W. HJALMARSON, P.E.**  
275 HEREFORD, CAMP VERDE, AZ 86322

**CONSULTING HYDROLOGIST**  
PHONE (520) 567-6755 FAX (520) 567-9578

**Professional Services**

- Flood hazards and fluvial processes of natural streams, hillsides, piedmonts, alluvial fans and unstable alluvial channels.
- Surface-water hydrology, geomorphology, sediment yield, alluvial fan flooding and hydraulics of arid lands.
- Specialized services include analysis, design, consultation, review, advice, expert witness testimony, research, training workshops, site inspection and hydrologic data.
- Technical specialties include flood-hazard assessment, flood-frequency analysis, stage-discharge relations, hydraulics of distributary-flow areas, statistical analysis, flood routing, direct and indirect measurements of discharge, flood insurance studies, and water resources.

**Qualifications**

- Broad practical background with considerable field experience during the past 38 years in the southwestern United States.
- Wide experience with complex analytical methods and techniques.
- Extensive bibliography and personal library.

**Professional Accomplishments**

- Member of committee on alluvial fan flooding for National Research Council of the National Academy of Science.
- Served as an engineer and hydrologist for U.S. Geological Survey for 31 years. As the surface-water specialist for Arizona district for 12 years was responsible for quality assurance of hydrologic data collected, analyzed and compiled in accordance with standards.
- Directed hydrologic studies and wrote many technical reports on the surface water hydrology of arid lands that were published by the U.S. Geological Survey and technical societies. See attached bibliography.
- Testified as expert witness in Arizona, Yavapai County and U.S. District Courts on the nature of floodflow.
- Conducted many training courses and lectures for hydrologists, foreign hydrologists, and university students.

**Education**

Bachelor of Science, Engineering, Arizona State University. Graduate studies, numerous seminars and workshops by federal agencies including the U.S. Army Corps of Engineers, Federal Emergency Management Agency and the Federal Highway Administration.

**Professional Societies**

American Society of Civil Engineers, Arizona Floodplain Managers Assoc.

**Registration**

Registered Professional Civil Engineer in Arizona.



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- 1975, Possible effects of vegetation conversion on runoff and sediment yield, Sycamore Creek watersheds, Maricopa County, Arizona-calibration period analysis: U.S. Geological Survey Open-File Report 75-425, 77 p.
- 1978, Delineation of flood hazards in the Cave Creek quadrangle, Maricopa County, AZ: U.S. Geological Survey Miscellaneous Investigation Series Map 1-843-B, 2 sheets.
- 1978, Original Flood Insurance Study (Type 15), town of Payson, Gila County, Arizona-U.S. Geological Survey administrative release to Department of Housing and Urban Development, 46p.
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1993a, Flood characteristics of alluvial fans in Arizona: Proceedings of the 1992 Conference on Arid West Floodplain Management Issues, Association of State Floodplain Managers, 1994, p. 317-326.

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1995, Discussion of Comparison of results from alluvial fan design methodology with historical data: American Society of Civil Engineers, Journal of Irrigation and Drainage Engineering, v. 121, p. 228-230

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Hjalmarson was one of eight authors of this two-year study.
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**MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION  
PUBLIC TRUST VALUES  
FOR THE  
SALT RIVER (GRANITE REEF DAM TO THE GILA RIVER CONFULENCE)  
December 2002**

The following, lists the Maricopa County Department of Transportation roadway facilities within the Salt River from the Granite Reef to the Maricopa County Line as defined by the Arizona State Land Department "Disclaimer of Ownership Interest in Real Property", dated December 14, 1993. The listed roadways are open to general public use and thereby represent public trust values associated with the Salt River.

<u>Roadway</u>	<u>Location</u>	<u>Map Parcel</u>
115 <sup>th</sup> Avenue	Southern Ave.- Baseline Rd.	#1A
107 <sup>th</sup> Avenue	Southern Ave.- GRIC* Boundary	#1A
91 <sup>st</sup> Avenue	Southern Ave. - Baseline	#1A
67 <sup>th</sup> Avenue	Roeser Ave. - Southern Ave.	#1A
51 <sup>st</sup> Avenue	Broadway Rd. - Southern Ave.	#1A
Alma School Road	McKellips Rd.- Red Mtn Fwy	#1A
McKellips Road	Alma School Rd. - Red Mtn Fwy	#1A
Gilbert Road	Indian School Rd. (alignment) – Thomas Rd.	#1A

\* Gila River Indian Community



Arizona Navigable Stream Adjudication Commission Exhibit  
Index of Supporting Documents

Panel 1A

<b>Recording Number</b>	<b>MCDOT X-Ref</b>	<b>Description</b>
Book 2 of Road Maps, Page 14		TIN, R2E
Book 1 of Road Maps, Page 60		TIN, R2E
Book 3 of Road Maps, Page 50		TIN, R2E
Dkt. 15182 Pg. 961- 967	D14928	Patent Easement
Dkt. 14747 Pg. 428-429	D14750	Easement
Dkt. 15442 Pg. 67-68	D15009	Easement
Dkt. 16345 Pg. 1049-1053	D15384	Easement
83-027814	D15476	R/W Lease
Dkt. 16345 Pg. 1044-1048	D15383	Easement
Dkt. 16417 Pg. 957-958	D15426	Easement
Dkt. 8402 Pg. 282-283	D9971	Easement
Dkt. 2272 Pg. 245	D2510	Quit-Claim Deed
88-162269	D17395	Easement
Dkt. 15442 Pg. 56-57	D15004	Easement
Dkt. 15961 Pg. 1252-1253	D15256	Easement
Dkt. 13834 Pg. 1048-1049	D14312	Easement
Dkt. 16038 Pg. 282-283 -	D15274	Easement
Dkt. 16007 Pg. 1130-1131	D15268	Easement
Dkt. 16038 Pg. 284-285	D15275	Easement
Dkt. 16038 Pg. 286-287	D15276	Easement
Dkt. 5042 Pg. 420	D6542	Easement
Dkt. 15786 Pg. 704-707	D15191	Patent Easement
Dkt. 16038 Pg. 289-290	D15277	Drainage Easement
Dkt. 14747 Pg. 426-427	D14749	Quit-Claim Deed
Dkt. 14634 Pg. 595-602	D14720	Easement
Dkt. 3683 Pg. 29,42,43	D5309	Easement
Dkt. 8364 Pg. 170-172	D9926	Easement
Dkt. 3673 Pg. 26	D5294	Easement
Dkt. 9208 Pg. 748-749	D10673	Easement
Dkt. 8364 Pg. 173-174	D9933	Easement
Dkt. 14753 Pg. 753-754	D14755	Quit-Claim Deed
Dkt. 14793 Pg. 102-103	D14756	Easement
Dkt. 11058 Pg. 437-438	D12192	Easement
Dkt 3921 Pg. 219	D5529	Easement
Dkt 2994 Pg. 368	D4419	Easement
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Dkt 4873 Pg. 265	D6377	Easement
Dkt 4738 Pg. 496	D6262	Easement
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Dkt 4887 Pg. 36	D6415	Easement
Dkt 9737 Pg. 817	D11012	Easement

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90-034739	D18050	Easement
90-034738	D18134	Easement
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Dkt 16091 Pg. 227	D15301.001	Easement
Dkt 16091 Pg. 229	D15303.000	Easement
Dkt 16109 Pg. 970	D15304	Easement
Dkt 16109 Pg. 969	D15304.001	Easement
Dkt 16091 Pg. 231	D15305.001	Easement
Dkt 16109 Pg. 983	D15309.000	Easement
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<b>Recording Number</b>	<b>MCDOT X-Ref</b>	<b>Description</b>
Dkt 16038 Pg. 284	D-15275	Easement
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Dkt 15442 Pg. 067	D-15009	Easement
Dkt 2272 Pg. 245	D-02510	Quit Claim Deed
Dkt 15786 Pg. 704	D-15191	Easement
Dkt 16007 Pg. 1130	D-15268	Easement
Dkt 16038 Pg. 282	D-15274	Easement
Dkt 13834 Pg. 1048	D-14312	Easement
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Dkt 15961 Pg. 1252	D-15256	Easement
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Dkt 4873 Pg. 265	D-06377	Easement
Dkt 4738 Pg. 496	D-06262	Easement
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Dkt 3683 Pg. 029	D-05309	Easement
Dkt 8364 Pg. 170	D-09926	Easement
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Dkt 3673 Pg. 026	D-05294	Easement
Dkt 9208 Pg. 748	D-10673	Easement
Dkt 14634 Pg. 595	D-14720	Easement
Dkt 15182 Pg. 961	D-14928	Patent Easement
Dkt 14753 Pg. 753	D-14755	Quit Claim Deed
Dkt 14747 Pg. 426	D-14749	Quit Claim Deed
Dkt 14747 Pg. 428	D-14750	Easement



**Panel 3A**

<b>Recording Number</b>	<b>MCDOT X-Ref</b>	<b>Description</b>
Book 18 of Road Maps, Page 30		T1N,R5E
83-262481	D15610	Easement
97-0760481	D19404	Easement

**Panel 4A**

<b>Recording Number</b>	<b>MCDOT X-Ref</b>	<b>Description</b>
Book 18 of Road Maps, Page 31		T1N,R5E
85-276403	D-16403	Easement
Dkt. 15564 Pg. 944	D-15078	Easement
Dkt. 13556 Pg. 284	D-14194	Easement
Dkt. 13556 Pg. 288	D-14195	Easement
92-0724593	D-18761	Easement
Dkt. 9737 Pg. 835	D-11005	Easement
Dkt. 12560 Pg. 656	D-13520	Easement
86-240816	D-16704	Easement
01-0298383	D-20436	Order of Immediate Possession
Dkt. 13556 Pg. 291	D-14196	Easement



**ADDENDUM " A "**

**115th Avenue & Gila River**

**67th Avenue & Salt River**

**51ST Avenue & Salt River**













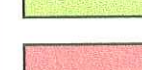

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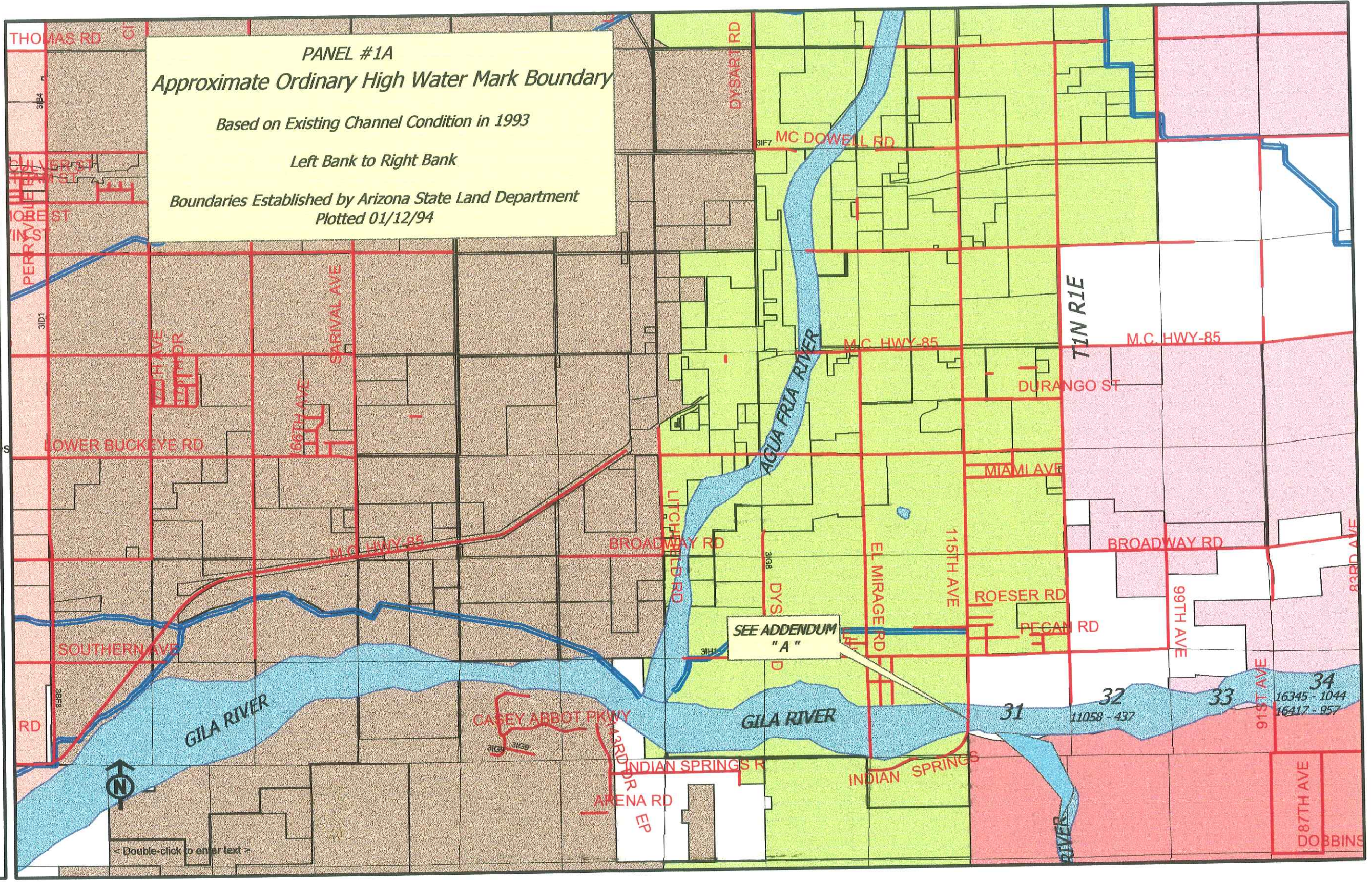
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14793 - 102  
3673 - 26  
9208 - 748  
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15182 - 961  
14753 - 753  
14747 - 426  
14747 - 428  
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# Legend

-  Risroads
-  Canal
-  MOUNTAINS
-  Gila Bend
-  Sections
-  Water Courses
-  Mesa
-  Tempe
-  Scottsdale
-  Phoenix
-  Goodyear
-  Buckeye
-  Avondale
-  Indian Com.

**PANEL #1A**  
*Approximate Ordinary High Water Mark Boundary*  
*Based on Existing Channel Condition in 1993*  
*Left Bank to Right Bank*  
*Boundaries Established by Arizona State Land Department*  
*Plotted 01/12/94*



SEE ADDENDUM  
"A"

< Double-click to enter text >







**SUPPORTING**

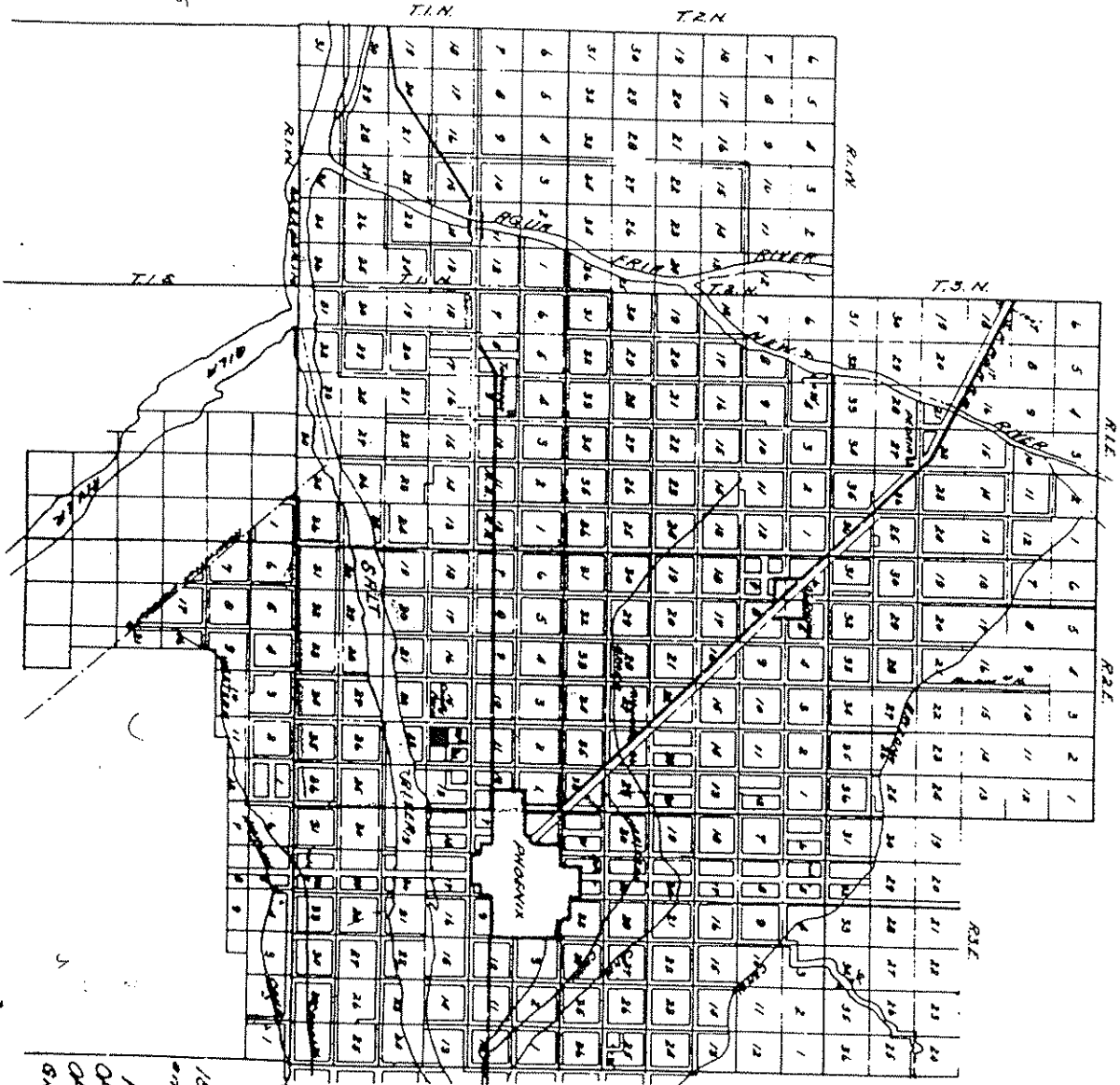
**DOCUMENTS**

**For**

**PANEL 1A**

1 N-2 E. 1. D. 12-14

136934  
 Recorder Office  
 Phoenix Maricopa Co. Arizona  
 Filed & Recorded at Request of  
 H. E. Vernon  
 Date July 30<sup>th</sup> 1921  
 At 1:06 P.M.  
 Book 2 Co. Maps 1310415  
 Edith M. Jacobs Recorder  
 K. P. Muzzy Deputy



Legend  
 [Solid Black Square] Camp Arizona  
 [Hatched Square] Other  
 [Dotted Square] ...  
 [Cross-hatched Square] ...

No Shading Abstract Of Hill Roads  
 Ordered Opened By The Board Of  
 Supervisors Of Maricopa County  
 State Of Arizona  
 Made returns from Book 21 April 15<sup>th</sup>  
 1871 to Book 216 July 18<sup>th</sup> 1921, and in  
 extraordinary books on file in the office of  
 The Board of Supervisors to July 18<sup>th</sup> 1921  
 Filed and recorded by order of The Board  
 of Supervisors Of Maricopa County State  
 Of Arizona  
 Given under my hand July 30<sup>th</sup> 1921 at 1:06 P.M.  
 H. E. Vernon

1E												2E																																																									
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All records 66 ft wide

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25

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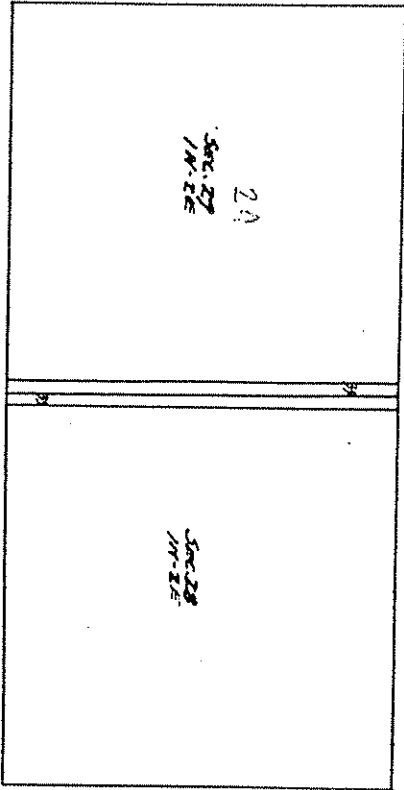
11

10

2

Sec. 28, 29

1 N. 2 E. S. D. 3-50



THE MONUMENTS ARE SHOWN THE LOCATION OF A COUNTY ROAD, 66 FEET WIDE, 25 FEET EACH SIDE OF THE SECTION LINE BETWEEN SECTIONS 28 AND 29-TOWNSHIP 1 NORTH, RANGE 2 EAST, AS ESTABLISHED BY ORDER OF THE BOARD OF SUPERVISORS OF JUNE 24, 1931 BY RESOLUTION 1-107720 IN RANGE BOOK 22 PAGE 136.

GIVEN UNDER MY HAND THIS 28th DAY OF JUNE, 1931.

*[Signature]*  
COUNTY REGISTER ENGINEER.

✓

N

25711

REGISTERED COPY

From Range, Town, & Sec.

Book and Page of Range & Sec.

*[Signature]*

11-1-1931

11-1-1931

11-1-1931

11-1-1931

11-1-1931

11-1-1931

11-1-1931

11-1-1931

131273

IN REPLY REFER TO

D 14928



# United States Department of the Interior

## BUREAU OF LAND MANAGEMENT

ARIZONA STATE OFFICE  
2400 VALLEY BANK CENTER  
PHOENIX, ARIZONA 85073  
(602) 261-4774

AR-030568 (MH)  
R/W (943)

11501 - 51st Avenue  
Item U-378

ALL INFORMATION RETURN TO:  
Highway Dept.

EASEMENT (ES)

April 9, 1981

### DECISION

RIGHT-OF-WAY GRANTED 1/

### Details of Grant

Serial Number of Grant: AR-030568 (Amendment)

Name of Grantee: Maricopa County Highway Department

Map Showing the Location and Dimensions of Grant:

Map Designations: W.O. #11501 - 51st Avenue Bridge at Salt River

Date Filed: August 8, 1980

Permitted Use by Grantee: Easement to widen north side of existing road and bridge, 35.21' wide at south end, tapering off to 0' wide at north end of amendment; 154.8' in length.

Authority for Grant: Act of October 21, 1976, 90 Stat. 2776,  
43 U.S.C. 1761 (Public Law 94-579)

Regulations Applicable to Grant:

Code Reference: 43 CFR 2800

Circular Numbers: 2468

Date of Grant: April 9, 1981

Expiration Date of Grant: April 8, 2011

Rental:

Amount: None. (Governmental Entity)

When Payable by Grantee: \_\_\_\_\_

ACCEPTANCE BY APPLICANT: Applicant hereby accepts all terms and conditions of the grant, as set forth in the attachments hereto.

Jim Shurtz  
Applicant's Signature

MAR 30 1981  
Date

1/ Grant effective when executed and dated by the Bureau of Land Management Authorized Officer.

IN RE  
29 NENE  
10A-09-000A  
LH  
002-2C

MARICOPA COUNTY  
HIGHWAY DEPT.  
DATE RECEIVED  
1981 FEB 19 PM 12:14

DKT 15182-961

MARICOPA COUNTY  
HIGHWAY DEPT.  
DATE RECEIVED  
1981 MAY 27 PM 3:00

STATE OF ARIZONA  
County of Maricopa } ss

I hereby certify that the within instrument was filed and recorded at request of

County Highway

in Docket 15182  
on page 961-967

Witness my hand and official seal the day and year aforesaid.

Bill Henry  
County Recorder  
By Jerry Long  
Deputy Recorder

N-C



Terms and Conditions of Grant

Pursuant to the authority vested in the undersigned officer by Bureau Order No. 701 of July 23, 1964 (20 F.R. 10526), a right-of-way, the details of which are shown above, is hereby granted, subject to the following terms and conditions:

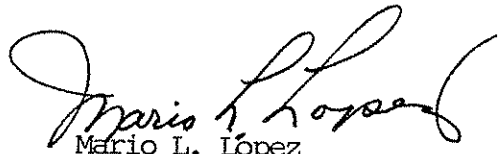
1. All valid rights existing on the date of the grant;
2. All applicable regulations in 43 CFR 2800 and regulations to be promulgated by the Secretary of the Interior pursuant to the Federal Land Policy and Management Act of October 21, 1976 (P.L. 94-579);
3. The right-of-way herein granted shall be subject to the express covenant that it will be modified, adapted, or discontinued if found by the Secretary to be necessary, without liability or expense to the United States, so as not to conflict with the use and occupancy of the land for any authorized works which may be hereafter constructed thereon under the authority of the United States;
4. At least 10 days in advance of beginning construction activities on the public lands, the grantee shall submit a timetable of construction to the appropriate BLM District Manager. (If construction is to begin upon receipt of the permit, the grantee shall immediately contact the District Manager to advise of the immediate construction, and to discuss the timetable of construction.)
5. The permittee shall survey and clearly mark the exterior limits of the right-of-way during construction. All activities directly or indirectly associated with construction or maintenance must be conducted within the limits of the right-of-way; removal of vegetation shall be restricted to that absolutely essential to construction or maintenance;
6. The permittee shall immediately report to the Bureau of Land Management authorized officer any archaeological (prehistoric and historic) or paleontological remains that are encountered during construction or maintenance, and will suspend all work in connection with the right-of-way until final archaeological or paleontological clearance is granted;

7. The permittee shall comply with the applicable Federal and State laws and regulations concerning the use of pesticides (i.e., insecticides, herbicides, fungicides, rodenticides, and other similar substances) in all activities/operations under this permit. The permittee shall obtain from the BLM Authorized Officer approval of a written plan prior to the use of such substances. The plan must provide the type and quantity of material to be used; the pest, insect, fungus, etc. to be controlled; the method of application; the location for storage and disposal of containers; and other information that the BLM Authorized Officer may require. The plan should be submitted no later than December 1 of any calendar year that covers the proposed activities for the next fiscal year (i.e., December 1 deadline for the Federal fiscal year beginning the following October 1). Emergency use of pesticides may at times be necessary; in these instances, notification shall be furnished the BLM Authorized Officer either by telephone or personal visit prior to application of the pesticide. The use of substances on or near the right-of-way shall be in accordance with the approved plan. A pesticide shall not be used if the Secretary of the Interior has prohibited its use. A pesticide shall be used only in accordance with its registered uses and within other limitations if the Secretary has imposed limitations. Pesticides shall not be permanently stored on public lands authorized for use under this permit.
8. The permittee shall, subsequent to construction and prior to commencing operations, submit to the BLM Authorized Officer a Certificate of Construction, verifying that the facility has been constructed and tested in accordance with the terms of the right-of-way grant, and in compliance with any required plans and specifications, and applicable Federal and State laws and regulations.
9. Upon completion of construction, the lands within the right-of-way, but lying outside the area of construction, shall be restored to as near their natural condition as possible, subject to approval by the District Manager;
10. This right-of-way reserves to the Secretary of the Interior, or lawful delegate, the right to grant additional rights-of-way or permits for compatible uses over, under or adjacent to the land involved in this grant;
11. This right-of-way may be renewed. If renewed, the right-of-way will be subject to regulations existing at the time of renewal, and such other terms and conditions deemed necessary to protect the public interest;

12. This permit is issued subject to all the terms and conditions in the original right-of-way grant, AR-030568, approved by Public Land Order 2453 dated August 8, 1961.
13. This permit is issued subject to the enclosed Civil Rights Stipulations Forms 1814-2 and 1814-3.

Public land affected by this right-of-way is described as:

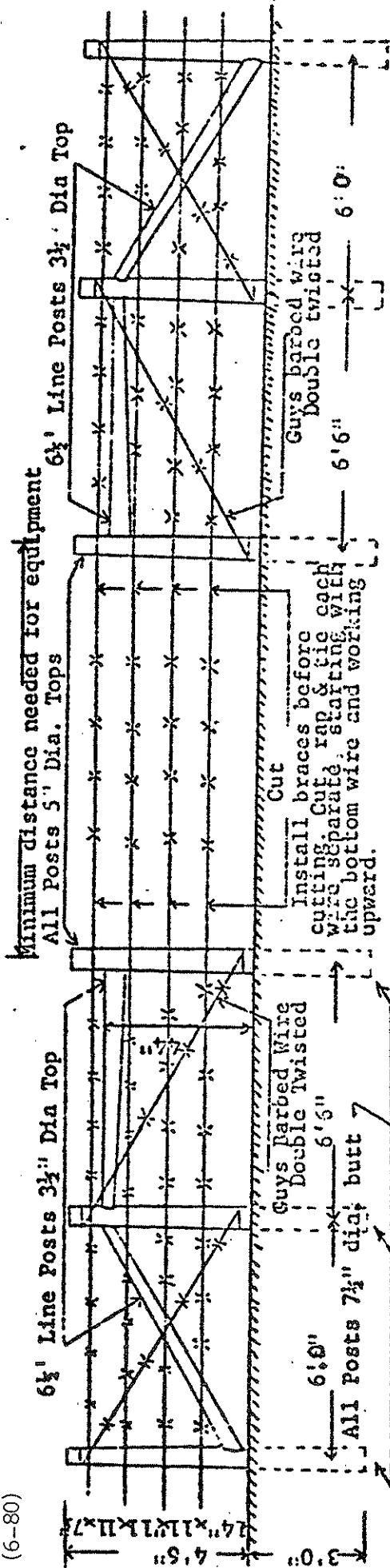
T. 1 N., R. 2 E., GSR Mer., Arizona  
sec. 29, NE $\frac{1}{4}$ NE $\frac{1}{4}$ .

  
Mario L. López  
Chief, Branch of Lands and  
Minerals Operations

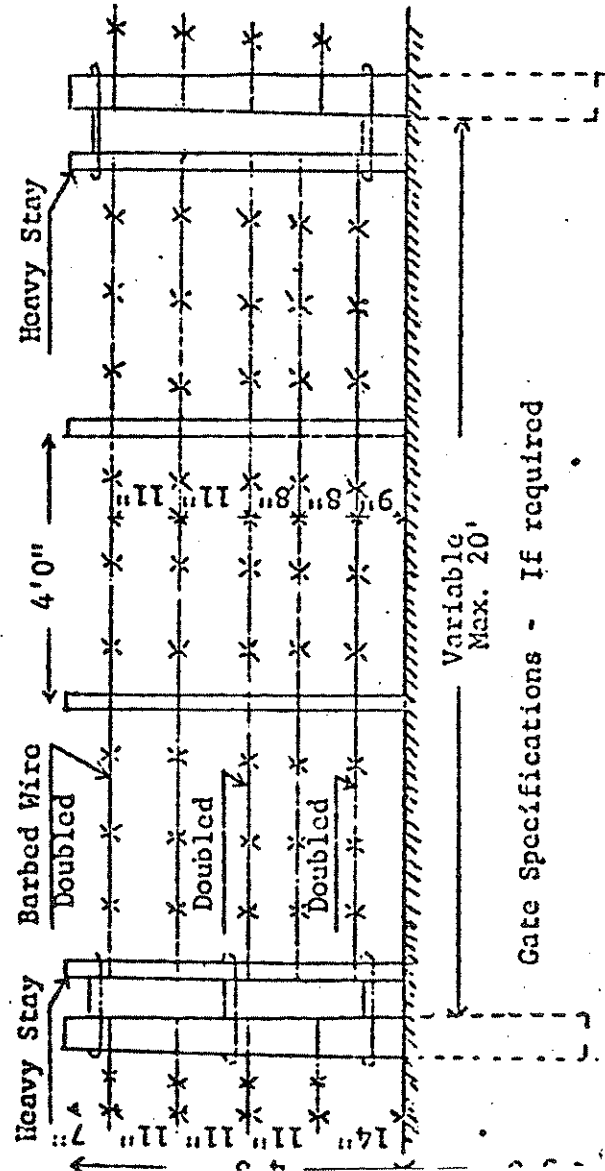
Enclosures:

- Encl. 1 - Fence Instructions
- Encl. 2 - Certificate of Construction
- Encl. 3 - Form 1814-2
- Encl. 4 - Form 1814-3

cc: Phoenix District Office, BLM



Note: Gap should be filled with a fence of equal standard to existing fence.



BUREAU OF LAND MANAGEMENT  
specifications for bracing and modification in the event the right of way crosses a drift or allotment fence on Federal range and it is necessary that said fence be cut.  
The grant of right of way is subject to these conditions.

Form ASO 1814-2  
Rev. May 1965

TITLE VI--CIVIL RIGHTS ACT OF 1964  
Form of Assurance for Transfer Documents  
other than Patents

(1) The grantee (lessee) covenants and agrees that he will comply with provisions of Title VI of the Civil Rights Act of 1964, and that he will not, for the period during which the property conveyed by this instrument is used for widen a portion of existing road and bridge, or for another purpose involving the provision of similar services or benefits, engage in any discriminatory action prohibited by 43 CFR 17.3, to the end that no person in the United States shall, on grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the program for which the grantee received Federal financial assistance by this grant. This assurance shall obligate the grantee, or in the case of transfer of the property granted herein, any transferee, for the period of his grant (lease, etc.).

(2) The grantee (lessee) further agrees that he will not transfer the property conveyed by this instrument for the purposes designated in paragraph one hereof or for another purpose involving the provision of similar services or benefits, unless and until the transferee gives similar written assurance to the authorized officer, Bureau of Land Management, that he will comply with provisions of paragraph one hereof.

(3) The grantee (lessee) agrees that the right is reserved to the Department of the Interior to declare the terms of this grant terminated in whole or in part and to revert in the United States title to the property conveyed herein, in the event of a breach of the nondiscrimination provisions contained in paragraph one hereof at any time (or during the term of this lease, right-of-way, etc.).

(4) The grantee (lessee) agrees that as long as property conveyed hereby is used for the purpose designated in paragraph one hereof, or for another purpose involving the same or similar services or benefits, the obligation to comply with the provisions of Title VI of the Civil Rights Act of 1964 shall constitute a covenant running with the land for the term of this grant, lease, etc.

(5) The grantee (lessee) agrees that in the event of violation or failure to comply with the requirements imposed by paragraph one the United States may seek judicial enforcement of such requirements.

(6) The grantee (lessee) agrees that he will, upon request of the Secretary of the Interior or his delegate, post and maintain on the property conveyed by this document signs and posters bearing a legend concerning the applicability of Title VI of the Civil Rights Act of 1964 to the area or facility granted.

ASO Form 1814-3  
10/80  
(I.M. 80-553;  
2800(331))

AR-030568

EQUAL EMPLOYMENT OPPORTUNITY  
& AFFIRMATIVE ACTION PLAN  
STIPULATIONS<sup>1/</sup>

By acceptance of this grant (lease), Grantee (Lessee) agrees to the following terms and conditions:

1. Grantee (Lessee) shall not exclude any person from participating in employment or procurement activity connected with this grant (lease) on the grounds of race, creed, color, national origin, and sex, and to ensure against such exclusions, upon request by this office, Grantee (Lessee) will develop and submit to the proper reviewing official specific goals and timetables with respect to minority and female participation in employment and procurement activity in connection with this grant (lease).

2. Grantee (Lessee) shall post in conspicuous places on its premises which are available to contractors, subcontractors, employees, and other interested individuals, notices which set forth equal opportunity terms; and shall notify interested individuals, such as bidders, contractors, purchasers and labor unions or representatives or workers with whom it has collective bargaining agreements, of the Grantee's (Lessee's) equal opportunity obligations.

3. Affirmative action will be taken by the Grantee (Lessee) to:<sup>2/</sup>

(a) Utilize business enterprises owned and controlled by minorities or women in its procurement practices connected with this grant (lease);

(b) Assure all minorities or women applicants full consideration of all employment opportunities connected with this grant (lease).

<sup>1/</sup> Stipulations inapplicable to companies or entities employing less than 15 people.

<sup>2/</sup> Not applicable to new company or enterprise formed which cannot reasonably be held accountable for past discrimination practices. A new company or enterprise is defined as one formed within one year prior to the date of issuance of subject grant (lease).

# Right Of Way Contract

104-64-7

14750

Maricopa County, State of Arizona

11501 - 51st Ave. Bridge at Salt River, U-372

## EASEMENT (ES)

Project No. \_\_\_\_\_

Date September 5, 1980

Item No. \_\_\_\_\_

WHEREAS a document, dated September 9, 1980, in the form of Quit-Claim Deed covering the following described property:

DKT 14747PG 428

See Exhibit "A"

has been executed and delivered by Grantor \_\_\_\_\_ to Maricopa County,

NOW THEREFORE, in consideration of the same and further consideration hereinafter set forth, it is agreed, that this instrument contains the entire agreement between the parties hereto there being no further consideration paid than herein specified.

### THE COUNTY OF MARICOPA AGREES:

- A. To use the above described land for the general welfare and benefit of the public.
- B. To pay the sum of One Thousand Seven Hundred Forty dollars (\$1,740.00) for the right of way as described herein.
- C. To relocate any materials (sand and gravel) that may be stockpiled within said right of way to private property at no expense to grantor.
- D. To relocate existing barbed wire fence located in said right of way, in kind, to private property at no expense to grantor.

### THE GRANTOR \_\_\_\_\_ AGREE \_\_\_\_\_:

- 1. To grant an easement for the above described land to the County of Maricopa for the general welfare and benefit of the public.
- 2. To accept the sum of One Thousand Seven Hundred Forty dollars (\$1,740.00) as payment in full for the right of way as described herein.
- 3. That the County or its agents are hereby granted the right to enter upon the remaining property of the grantor for the purpose of accomplishing #C and #D above.

IN WITNESS WHEREOF the parties have executed this agreement the day and year first above written.



[Signature]  
Grantor  
[Signature]  
Grantee  
Grantor

STATE OF ARIZONA

COUNTY OF MARICOPA

Subscribed and sworn to before me this 9th day of Sept 1980

My commission expires 1-12-82

[Signature]  
Notary Public

Recommended for approval: [Signature]  
Right of Way Agent

[Signature]  
County Engineer

ACCEPTED:  
MARICOPA COUNTY BOARD OF SUPERVISORS

ATTEST:

by [Signature]  
Chairman of the Board

[Signature]  
Clerk of Board of Supervisors

Date SEP 29 1980

BOARD OF SUPERVISORS



DRI14747PC 429

Exhibit "A"

That portion of the North one-half of the Southeast one-quarter of the Northeast one-quarter (NE $\frac{1}{4}$ , SE $\frac{1}{4}$ , NE $\frac{1}{4}$ ) of Section Twenty-nine (29), Township One (1) North, Range Two (2) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona found to be lying within a strip of land 200 feet wide, lying 100 feet on each side of the following described centerline:

Beginning at the East one-quarter (E $\frac{1}{4}$ ) corner of Section Twenty-nine (29), Township One (1) North, Range Two (2) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona; thence North 12°33'57" West (assumed bearing), 1200 feet along the East line of said Section Twenty-nine (29) to the true point of beginning for the herein described 200-foot wide strip of land also being shown as Engineers Highway Station 12+00 on the plans for Maricopa County Highway Department project work order 11501, bridge on 51st Avenue at Salt River; THENCE North 12°33'57" West, 622.28 feet along said Section line to Engineers Highway Station 18+22.28 and the beginning of a curve concave Northeastly, having a radius of 1400.00 feet and a central angle of 1°57'30"; thence Northwestly and Northwesterly, 47.85 feet along said curve to Engineers Highway Station 18+70.13 and the beginning of a tangent; thence North 10°36'27" West, 1704.21 feet to the beginning of a curve concave Northeastly, having a radius of 2000 feet and a central angle of 4°24'33"; thence Northwestly and Northwesterly, 153.91 feet along the arc of said curve to Engineers Highway Station 35+74.33 to a point on the East line of Section Twenty (20) and the beginning of a tangent; thence North 6°11'54" West, 371.76 feet to Engineers Highway Station 41+00 and the true point of ending for the herein described 200-foot wide strip of land; thence containing for a tie North 6°11'54" West, 1634.61 feet to the East one-quarter (E $\frac{1}{4}$ ) corner of Section Twenty (20), Township One (1) North, Range Two (2) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

ALSO a strip of land Twenty-five (25) feet wide having as its Easterly line the Westerly line of the herein described 200-foot wide strip of land and beginning at Engineers Highway Station 34+00 and ending at Engineers Highway Station 35+74.33.

EXCEPT any portion of the existing rights-of-way as shown in Book 3 of Road Maps, Page 50 and highway rights-of-way issued by the United States Bureau of Land Management (A.R.-030568) found to be lying within said 200-foot wide strip of land.

OCT 8 - 1980 - 8 15

STATE OF ARIZONA }  
County of Maricopa } ss

I hereby certify that the within instrument was filed and recorded at request of

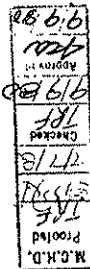
MARICOPA CO. HD. OF SUPERVISORS

In Docket 14777  
on Page 428-425

Witness my hand and official seal the day and year aforesaid.

By *[Signature]*  
County Recorder

N-C



AUG 11 1981 -2 30

EASEMENT (ES)

I do hereby certify that the within named instrument was recorded at request of

ARC 15442

PG

67-68

MARICOPA CO. BD. OF SUPERVISORS

Fee No.:

D15009  
269851

Fee:

N-C

Records of Maricopa County, Arizona.  
WITNESS my hand and official seal the day and year aforesaid.

BILL HENRY

By

*R.B. ...*

County Recorder

Deputy Recorder

When recorded return to: MARICOPA COUNTY BOARD OF SUPERVISORS

DKT 15442 PG 67

EASEMENT AND AGREEMENT FOR HIGHWAY PURPOSES 104-71-7U & 7T ✓

Project No. DD 7206

Item No. Z 81-44

Oran A. Bales & Doris Bales

GRANTORS,

for and in consideration of the sum of One Dollar and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant to MARICOPA COUNTY, a political subdivision of the State of Arizona, its successors, and assigns, a permanent easement and right-of-way, for the following purposes, namely: The right to enter upon the hereinafter described land and grade, level, fill, drain, pave, build, maintain, repair and rebuild a road or highway, including incidental purposes consistent therewith, together with such bridges, culverts, ramps and cuts as may be necessary, on, over, under, and across the ground embraced within the right-of-way situated in the County of Maricopa, State of Arizona, and described as follows:

The East Fifty-five (55) feet (measured at right angles to the East line of Section 25) of the parcel of land described as that part of the Southeast one-quarter of the Southeast one-quarter (SE 1/4 of SE 1/4) of Section Twenty-five (25), Township One (1) North, Range One (1) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

W.C.H.D.  
Proceded  
7/6/81  
7/7/81  
7/9/81

Beginning at the Northeast corner of the Southeast one-quarter of the Southeast one-quarter (SE 1/4 of SE 1/4) of said Section 25; thence South 6°39' East along the East line of said Section 25 a distance of 225.76 feet to the true point of beginning; thence North 89°49' West parallel to the North line of the Southeast one-quarter of the Southeast one-quarter (SE 1/4 of SE 1/4) of said Section 25 a distance of 771.36 feet to the East line of the parcel of land described in Judgment entered in Cause No. 81874, a certified copy of which is recorded in Docket 1564, Page 491; thence South 6°59' East along said East line a distance of 225.76 feet; thence South 89°49' East parallel to the North line of the Southeast one-quarter of the Southeast one-quarter (SE 1/4 of SE 1/4) of said Section 25 a distance of 771.36 feet to the East line of said Section 25; thence North 6° 39' West along the said East line a distance of 225.76 feet to the true point of beginning.



To have and to hold the said easement and right-of-way unto Maricopa County, a political subdivision of the State of Arizona and unto its successors and assigns forever, together with the right of ingress and egress to permit the economical operation and maintenance of said public highway and all incidents thereto, and together with the right to authorize, permit, and license the use thereof for utilities or other public purposes not inconsistent with its primary use as a highway.

And the Grantors hereby covenant that they are lawfully seized and possessed on this aforementioned tract or parcel of land; that they have a good and lawful right to sell and convey it; and that they will warrant the title and quiet possession thereto against the lawful claim of all persons, subject to easements of record.

The said easement to include the right to cut back and trim such portion of the branches and tops of the trees now growing or that may hereafter grow upon the above described premises, as may extend over said right-of-way, so as to prevent the same from interfering with the efficient maintenance and operation of said public highway.

In the event the right, privilege and easement herein granted shall be abandoned and permanently cease to be used for the purposes herein granted all rights herein granted shall cease and revert to the grantors, their heirs or assigns.

Wherever in the foregoing instrument the plural is used, it will be read as singular when necessary, and wherever words indicating gender are employed they will apply to either masculine, feminine or neuter as the context requires.

NOW THEREFORE, in consideration of the same and further consideration hereinafter set forth, it is agreed, that this instrument contains the entire agreement between the parties hereto there being no further consideration paid than herein specified.

THE COUNTY OF MARICOPA AGREES:

A. To use the above described land for the general welfare and benefit of the public.

THE GRANTOR AGREE:

1. To grant an easement for the above described land to the County of Maricopa for the general welfare and benefit of the public.

2. That acceptance of this dedication in no way obligates Maricopa County to construct or maintain a roadway within the right-of-way granted by this document.

3. It is further agreed that any existing encroachments within the right-of-way granted by this easement will be removed or relocated to Grantor's remaining property at no expense to County.

Dated this 8th day of July 1981

Grantor *Don A. Baker*

Grantor *Arnold Baker*

Grantor \_\_\_\_\_

Grantor \_\_\_\_\_

STATE OF ARIZONA }  
COUNTY OF MARICOPA }  
ss. }

Subscribed and sworn to before me this 8th day of July 1981

My commission expires Jan. 23, 1985

Recommended for approval: *Walter K. ...*  
Right of Way Agent

ACCEPTED: MARICOPA COUNTY BOARD OF SUPERVISORS

by *John ...*  
Chairman of the Board  
Date: JUL 27 1981

Clerk of Board of Supervisors *John ...*

ATTEST: Deputy County Engineer *John ...*

Notary Public *John ...*  
SEAL: \_\_\_\_\_

321384

TRIBAL OWNED xxx  
INDIVIDUALLY OWNED \_\_\_\_\_  
GOVERNMENT OWNED \_\_\_\_\_  
ROUTE NO. D 15384

EASEMENT (ES)

GRANT OF EASEMENT FOR RIGHT-OF-WAY

Project #30118 - 115th Ave  
@ Salt River  
Item U-1130-2

101-44-005N

KNOW ALL MEN BY THESE PRESENT:

That the United States of America, acting by and through the Superintendent, \_\_\_\_\_  
Pima Agency \_\_\_\_\_, Bureau of Indian Affairs, Department of Interior, \_\_\_\_\_  
Sacaton, Arizona \_\_\_\_\_, hereinafter referred to as "Grantor" under the authority  
contained in 230 DMI, 10 BIAM 3 and 10 BIAM 11, and pursuant to the provisions of the  
Act of February 5, 1948 (62 Stat. 17, 25 U.S.C. 323-328), and Part 161, Title 25 Code of  
Federal Regulations, in consideration of \$690.00 \_\_\_\_\_ and other good and valuable  
consideration, the receipt of which is acknowledged, does hereby grant to Maricopa County,  
hereinafter referred to as the "Grantee," an easement for a right-of-way for the following  
purposes, namely: The right to enter upon the hereinafter described land and grade, level,  
fill, drain, pave, maintain, repair and rebuild a public road, or highway including incidental  
purposes therewith, together with such bridges, culverts, ramps and outs as may be necessary,  
on, over, under and across the ground embraced within the right-of-way situated on the  
following described lands located within the Gila River Indian Reservation, County of Maricopa,  
State of Arizona:

That portion of the Gila River Indian Reservation lying in Section  
Thirty-one (31), Township One (1) North, Range One (1) East of the  
Gila and Salt River Base and Meridian, Maricopa County, Arizona  
found to be within a strip of land that is 95 feet wide and has for  
its Westerly and Northwesterly line the Easterly and Southeasterly  
right-of-way line of the highway right-of-way line shown in Docket  
4732 on Page 75, M.C.R. described as that part of said North one-  
half of the Southeast one-quarter (N $\frac{1}{2}$  of SE $\frac{1}{4}$ ) lying within a strip  
of land 110.0 feet in width being 55 feet on each side of the following  
described center line:

BEGINNING at the Southwest corner of Section Thirty-six (36),  
Township One (1) North, Range One (1) West of the Gila and Salt  
River Base and Meridian, Maricopa County, Arizona; thence East  
along the South line of Section 36 for a distance of 3468.57 feet  
to the point of curve of a 3<sup>o</sup>15' curve concave northwesterly, having  
a central angle of 90<sup>o</sup>39'43"; thence Northeasterly along the arc  
of said curve 2789.6 feet to the intersection of the East line of Section  
36 at a point North 0<sup>o</sup>39'43" West 1783.43 feet from the Southeast  
corner of said Section 36. (Contains 0.23 acres more or less)

TO HAVE AND TO HOLD the said easement and right-of-way unto the Grantee, with the  
right to construct, maintain, and repair improvements thereon and thereover, for such  
purposes.

I do hereby certify that the within named instrument was recorded at request of MARICOPA CO. BD. OF SUPERVISORS  
OCT 12 1982-2 30 Doc# 16345 Page 1049-1053 Books of Maricopa Co., Arizona  
WITNESS my hand and official seal the day and year aforesaid  
BILL HENRY, Maricopa County Recorder, By D. LIEBLER Deputy

N-C

EDMUND L. THOMPSON, SR., SUPERINTENDENT  
U.S. DEPARTMENT OF THE INTERIOR  
BUREAU OF INDIAN AFFAIRS  
PIMA AGENCY, SACATON, ARIZONA

UNITED STATES OF AMERICA

day of August, 1982.

IN WITNESS WHEREOF, grantor has executed this grant of easement this 4th day of August, 1982.

This easement is expressly subject to the stipulations required by 25 CFR 161.5 except those required by subsection(c) thereof which are hereby waived.

The condition of this easement shall extend to and be binding upon and shall insure to the benefit of the grantee.

Grantor an affidavit of completion pursuant to 25 CFR 161.16.

- D. Failure of the grantee, upon the completion of construction, to file with the
- C. An abandonment of the right-of-way.

- B. A nonuse of the right-of-way for a consecutive two-year period for the purpose for which it was granted.

- A. Failure to comply with any term or condition of the grant or the applicable regulations.

to correct the basis for termination (25 CFR 161.20). upon 30 days written notice and failure of the grantee within said notice period terminable in whole or in part by the grantor for any of the following causes

used for the purpose above specified; PROVIDED, that this right-of-way shall be is without limitation as to tenure, so long as said easement shall be actually This easement is subject to any prior valid existing right or adverse claim and

public road. the same from interfering with the efficient maintenance and operation of said above-described premises, as may extend over said right-of-way, so as to prevent branches and tops of the trees now growing or that may hereafter grow upon the The said easement to include the right to cut back and trim such portion of the

DK116345701050

A C K N O W L E D G M E N T

STATE OF ARIZONA )  
 )  
COUNTY OF PINAL )

BEFORE ME, a Notary Public, in and for said County and State, this 4th day  
of August, 1982, personally appeared EDMUND L. THOMPSON, SR., whose  
name is subscribed to the foregoing Grant of Easement for Right-of-Way as  
SUPERINTENDENT, PIMA AGENCY, Bureau of Indian Affairs, and who acknowledged  
that he is and was at the time of signing the same, EDMUND L. THOMPSON, SR.,  
SUPERINTENDENT, PIMA AGENCY, Bureau of Indian Affairs, and he personally  
acknowledged to me that he executed the said Grant of Easement for Right-of-Way  
as his free and voluntary act and deed for the uses and purposes set forth  
therein.

Eliza J. Robertson  
Notary Public

My Commission Expires:

My Commission Expires Dec. 4, 1984

Recommended for approval:

Thomas R. Feltz  
Right-of-way Agent

A. H. Catlett  
Deputy County Engineer  
ATTEST:

ACCEPTED:

MARICOPA COUNTY BOARD OF SUPERVISORS

Berg O. Kelly  
Chairman of the Board

Cherie Pennington  
Clerk of the Board

Date OCT 4 1982

ATTEST:

*Thomas Jennings*  
Clerk of the Board

*James O. King*  
Chairman of the Board

MARICOPA COUNTY BOARD OF SUPERVISORS

By: *[Signature]*  
Highway County Engineer

MARICOPA COUNTY HIGHWAY DEPARTMENT

IN WITNESS WHEREOF, the undersigned applicant has caused this instrument to be executed this 4 day of January, 1982

In the event the right-of-way herein applied for is granted, MARICOPA COUNTY agrees to conform and abide by all pertinent rules and regulations of the Department of the Interior with special reference to Departmental Regulation 25 CFR 161.

MARICOPA COUNTY, a political subdivision of the State of Arizona, Phoenix, Arizona, hereby makes application pursuant to Section 5 of the Act of February 5, 1948 and in accordance with Departmental Regulations 25 CFR 161 for a road right-of-way, variable in width and variable in length across the Gila River Indian Reservation to be granted to MARICOPA COUNTY, the right to construct, maintain and repair improvements thereon and thereover for such purposes. The location of said road and its extent are more particularly shown and delineated on the accompanying map, Drawing #30118 which has been prepared in compliance with 25 CFR 161.6, and which by this reference is made a part hereof.

APPLICATION  
FOR  
RIGHT-OF-WAY



GILA RIVER INDIAN COMMUNITY COUNCIL  
Resolution GR-72 82

WHEREAS, the Maricopa County Highway Department has applied for additional rights-of-way to improve the drainage flows across 115th Avenue. All in Section 31, Township 1 North, Range 1 East, of the Gila and Salt River Base and Meridian, on the Gila River Indian Reservation, Arizona, and

WHEREAS, the right-of-way is located entirely on tribal land as described in the Grant of Easement for Right-of-Way, and

WHEREAS, an appraisal of the property involved has been furnished by the M.C.H.D. accompanied by an offer of compensation as follows; and reviewed as acceptable by the Bureau of Indian Affairs. A Single Payment of \$ 690.00

WHEREAS, the granting for the easement will be in the best interest of the Community whereby the Community will benefit from the cash compensation and improved the highway network serving the Community, and

NOW THEREFORE BE IT RESOLVED that the Gila River Indian Community grants to the Maricopa County Highway Department a Right-of-way on the Tribal land for as long as said easement shall be actually used for the purpose as specified in the Grant of Easement for Right-of-way for a single payment of \$ 690.00

BE IT FURTHER RESOLVED that the Governor and Secretary of the Gila River Indian Community are authorized to execute such documents as may be necessary to carry out the intent of this resolution.

CERTIFICATION

Pursuant to authority contained in Article XV, Section 1. (a) 9, 12 & Section 4 of amended Constitution & Bylaws of the Gila River Indian Community ratified by the Tribe, January 22, 1960, and approved by the Secretary of the Interior on March 17, 1960, the foregoing resolution was adopted this 2nd day of June 1982, at a REGULAR Council meeting held in DISTRICT three, Sacaton, Arizona, at which a quorum of 17 members were present by a vote of 15 FOR: 0 OPPOSE: 2 ABSTAIN: 0 ABSENT: 0 VACANCY.

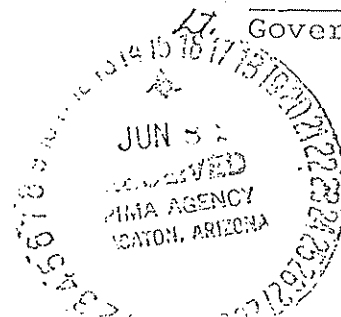
GILA RIVER INDIAN COMMUNITY

*Thomas R. White*

Governor

ATTEST:

*Shirley H. H. H.*  
Tribal Secretary



WHEN RECORDED RETURN TO:  
Maricopa County Highway I  
Real Estate Division

CONTRACT NO. 0543  
D15476  
83 027814

RIGHT OF WAY AGREEMENT  
(Roadway)

#30118 - 115th Avenue @  
Gila River

LEASE (LE)

Recorded at Request of  
Board of Supervisors.

This lease agreement made this 14th day of May, 1982,  
is between the Arizona Game and Fish Commission, a State  
Agency acting by authority of A.R.S. § 17-241 ("Commission"),  
and Maricopa County ("County") for the purpose of widening a  
roadway across Commission owned property. The term "Department"  
shall mean the Arizona Game and Fish Department acting as  
administrative agent for the Commission.

WHEREAS, the County wishes to widen the existing 115th  
Avenue across the Gila River, and

WHEREAS, the Commission has found that use of this land  
for right of way purposes is in furtherance of a public purpose,

NOW, THEREFORE, and in consideration of a fee of one hundred  
dollars (\$100.00), payable upon execution of this agreement,

The Commission does hereby lease to Maricopa County High-  
way Department for use as a road right of way, and associated  
drainage structures, in accordance with the provisions of this  
agreement:

The portions of the South 892.62 feet of the Northeast  
one-quarter of the Southeast one-quarter (NE $\frac{1}{4}$  of SE $\frac{1}{4}$ )  
of Section Thirty-six (36), Township One (1) North,  
Range One (1) West and BLM Lots Three (3) and Five (5),  
Section Thirty-one (31), Township One (1) North, Range  
One (1) East all in the Gila and Salt River Base and  
Meridian, Maricopa County, Arizona shown cross-hatched  
on Exhibit "A" that is attached to and made a part of  
this legal description. Also, all data shown on said  
Exhibit "A" is based upon the legal description for a  
110-foot wide roadway described in Docket 4732 on  
Page 75, M.C.R.

The County shall have the right to construct, maintain and operate on the right of way a public roadway and associated drainage features as described in Exhibit "A" and those plans for project no. 30118, plan No. ER-900 (10P), dated December 31, 1981.

Use of the premises is restricted to providing public right of way. No other use by the County or any other entity is allowed without the advance, written approval of the Commission. The County shall exercise reasonable care in the use and occupancy of the premises to avoid damaging the adjacent land or any property located on or near the right of way.

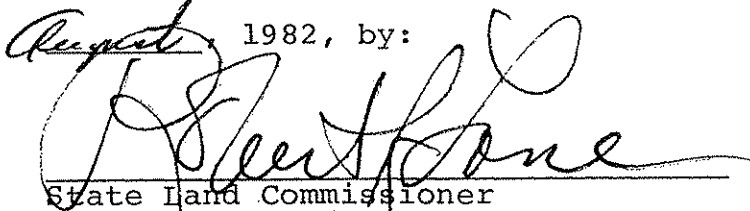
The Commission shall not construct or allow the construction of any improvement within the right of way.

The right to occupy and use the premises by the authority of this agreement shall continue so long as the roadway is maintained by the County, EXCEPT, that the right to use the areas designated in Exhibit "A" as "Temporary Construction Easement" shall be for a period of one year.

The County shall indemnify and hold harmless the State of Arizona, including its elected and appointed officials, employees and representatives against all claims, liabilities and costs of every kind arising from use or occupancy of the premises by Maricopa County or improvements installed or maintained by Maricopa County.

The Commission excepts from this lease all mineral rights and claims associated with the premises pursuant to A.R.S. § 17-241 and A.R.S. § 37-287. This lease is subject to the rights of entry and disposition set forth in these statutes.

Approved this 24th day of

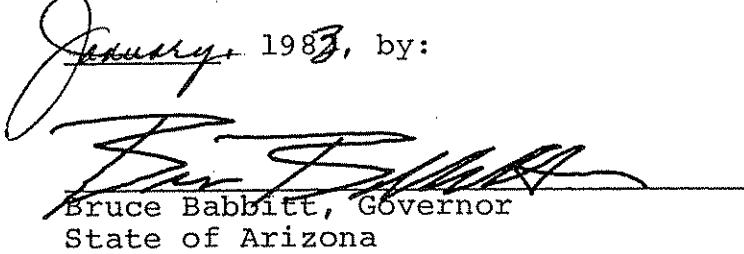
August, 1982, by:  
  
State Land Commissioner

ARIZONA GAME AND FISH COMMISSION

by Charles F Roberts  
Chairman

by Bud Bristow  
Director

Approved this 7 day of

January, 1983, by:  
  
Bruce Babbitt, Governor  
State of Arizona

MARICOPA COUNTY HIGHWAY DEPARTMENT

by Gene Oles  
CHAIRMAN BOARD OF SUPERVISORS  
Maricopa County, Arizona

APPROVED AS TO FORM

This 24 day of May, 19 82  
BOB CORBIN  
Attorney General

By Joseph I. [Signature]  
Assistant Attorney General

BUREAU OF LAND MANAGEMENT

by Dean Bell  
State Director

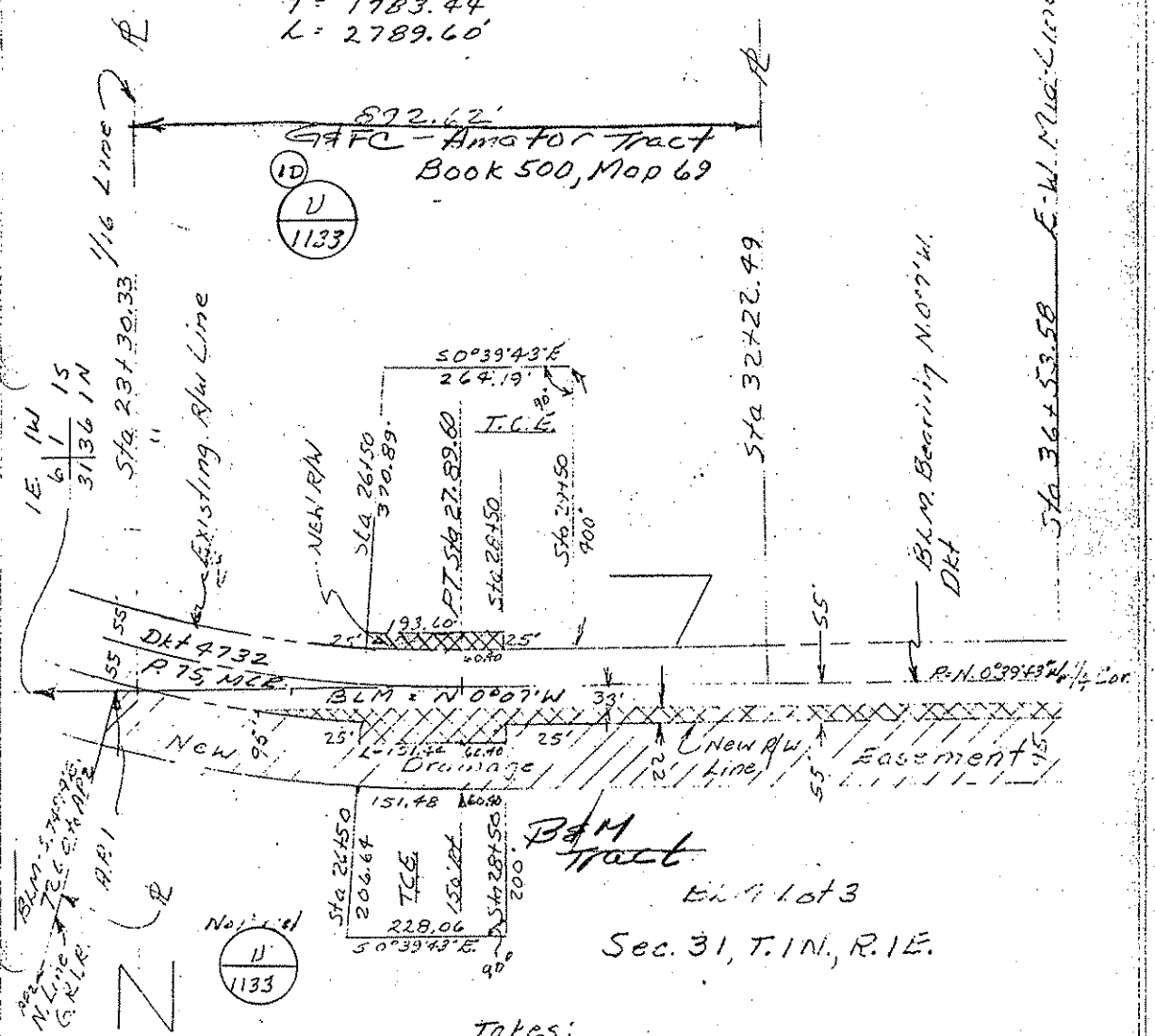
U.S. FISH AND WILDLIFE SERVICE

by Sam L. Stegman  
Acting Regional Director

SEC. 31, T.1N, R.1E.  
BLM. Lot 3 & Lot 5

Curve Data for 100' Wide R/W  
Δ = 90°39'43"  
D = 30°15'00"  
R = 1762.95'  
T = 1783.44'  
L = 2789.60'

No Scale



1E 1W  
6 1 15  
3136.15 IN

(10)  
U  
1133

No. 1133  
U

Takes:  
Perm R/W  $\square$  = 0.79 A.  
Drainage Easmt  $\square$  = 2.74 A.  
(T.C.E.) Temp. Constr. Easmt = 3.47 A.

FISH & GAME COMM. of ARIZ.

Recorded in official records of Maricopa County, Arizona  
DATE JAN 25 '83 - 8 20 FEE N-C PGS 4  
BILL HENRY, COUNTY RECORDER

MARICOPA COUNTY HIGHWAY DEPARTMENT  
Road Estate Supervisor

115th Ave. N. Gila  
River W.D. 30118

Drawn By  
Mar. Co. Highway Dept.

E-W Mid-Line Sec 30  
E-W Mid-Line Sec 31

DIS 383  
Recorded at Request of  
Board of Supervisors.

WHEN RECORDED RETURN TO:  
Maricopa County Highway Dept.  
Real Estate Division

321383

TRIBAL OWNED XXXX  
INDIVIDUALLY OWNED \_\_\_\_\_  
GOVERNMENT OWNED \_\_\_\_\_  
ROUTE NO. \_\_\_\_\_

EASEMENT (ES)

GRANT OF EASEMENT FOR RIGHT-OF-WAY

Project #30117 - 91st Ave @  
Salt River  
Item U-1107

✓ 101-51-000A (33)  
101-50-000A (33)

KNOW ALL MEN BY THESE PRESENT:

That the United States of America, acting by and through the Superintendent,  
Pima Agency, Bureau of Indian Affairs, Department of Interior,  
Sacaton, Arizona, hereinafter referred to as "Grantor" under the authority  
contained in 230 DMI, 10 BIAM 3 and 10 BIAM 11, and pursuant to the provisions of  
the Act of February 5, 1948 (62 Stat. 17, 25 U.S.C. 323-328), and Part 161, Title  
25 Code of Federal Regulations, in consideration of \$8,290.00 and other good and  
valuable consideration, the receipt of which is acknowledged, does hereby grant  
to Maricopa County, hereinafter referred to as the "Grantee," an easement for a  
right-of-way for the following purposes, namely: The right to enter upon the  
hereinafter described land and grade, level, fill, drain, pave, maintain, repair  
and rebuild a public road, or highway including incidental purposes therewith, to-  
gether with such bridges, culverts, ramps and outs as may be necessary, on, over,  
under and across the ground embraced within the right-of-way situated on the  
following described lands located within the Gila River Indian Reservation, County  
of Maricopa, State of Arizona:

Permanent Easement

The West Twenty (20) feet of the East Sixty (60) feet of that part <sup>101-50-000A</sup>  
of the Southeast one-quarter (SE $\frac{1}{4}$ ) of Section Thirty-three (33);  
AND the East Twenty (20) feet of the West Sixty (60) feet of that  
part of the Southwest one-quarter (SW $\frac{1}{4}$ ) of Section Thirty-four (34) <sup>101-51-000A</sup>  
all in Township One (1) North, Range One (1) East of the Gila and  
Salt River Base and Meridian, Maricopa County, Arizona lying within  
the Gila Indian Reservation. (1.033 acres more or less)

EXCEPT the South 1250 feet of said Sections 33 and 34.

Drainage Easement

The East Ninety (90) feet of the West 150 feet of that part of the  
Southwest one-quarter (SW $\frac{1}{4}$ ) of Section Thirty-four (34), Township <sup>101-51-000B</sup>  
One (1) North, Range One (1) East of the Gila and Salt River Base  
and Meridian, Maricopa County, Arizona lying within the Gila Indian  
Reservation. (1.73 acres more or less)

EXCEPT the South 1480 feet thereof.

TO HAVE AND TO HOLD the said easement and right-of-way unto the Grantee, with the  
right to construct, maintain, and repair improvements thereon and thereover, for  
such purposes.

I do hereby certify that the within named instrument was recorded at request of MARICOPA CO. BD. OF SUPERVISORS  
OCT 12 1982-2 30 Declk 16345 Page 1044-1048 Records of Maricopa Co., Arizona  
By ELL HENRY, Maricopa County Recorder, By D. LIEBLER Deputy

N-C

By Edmund T. Thompson, Sr., Superintendent  
U.S. DEPARTMENT OF THE INTERIOR  
BUREAU OF INDIAN AFFAIRS  
PIMA AGENCY, SACATON, ARIZONA

UNITED STATES OF AMERICA

August 1, 1982.

IN WITNESS WHEREOF, grantor has executed this grant of easement this 4th day of August, 1982.

This easement is expressly subject to the stipulations required by 25 CFR 161.5

except those required by subsection (c) thereof which are hereby waived.

to the benefit of the Grantee.

The condition of this easement shall extend to and be binding upon and shall insure

Grantor an affidavit of completion pursuant to 25 CFR 161.16.

D. Failure of the Grantee, upon the completion of construction, to file with the

C. An abandonment of the right-of-way.

for which it was granted.

B. A nonuse of the right-of-way for a consecutive two-year period for the purpose

regulations.

A. Failure to comply with any term or condition of the grant or the applicable

to correct the basis for termination (25 CFR 161.20).

upon 30 days written notice and failure of the Grantee within said notice period

terminable in whole or in part by the Grantor for any of the following causes

used for the purpose above specified; PROVIDED, that this right-of-way shall be

is without limitation as to tenure, so long as said easement shall be actually

This easement is subject to any prior valid existing right or adverse claim and

public road.

the same from interfering with the efficient maintenance and operation of said

above-described premises, as may extend over said right-of-way, so as to prevent

branches and tops of the trees now growing or that may hereafter grow upon the

The said easement to include the right to cut back and trim such portion of the

A C K N O W L E D G M E N T

STATE OF ARIZONA )  
COUNTY OF PINAL )

BEFORE ME, a Notary Public, in and for said County and State, this 4th day of August, 1982, personally appeared EDMUND L. THOMPSON, SR., whose name is subscribed to the foregoing Grant of Easement for Right-of-Way as SUPERINTENDENT, PIMA AGENCY, Bureau of Indian Affairs, and who acknowledged that he is and was at the time of signing the same, EDMUND L. THOMPSON, SR., SUPERINTENDENT, PIMA AGENCY, Bureau of Indian Affairs, and he personally acknowledged to me that he executed the said Grant of Easement for Right-of-Way as his free and voluntary act and deed for the uses and purposes set forth therein.

Eliza J. Robertson  
Notary Public

My Commission Expires:

My Commission Expires Dec. 4, 1984

Recommended for approval:

Thomas R. Booth  
Right-of-way Agent

ACCEPTED:  
MARICOPA COUNTY BOARD OF SUPERVISORS

George Q. Lee  
Chairman of the Board

W. H. Haddis  
Deputy County Engineer

ATTEST:

Cherie Pennington  
Clerk of the Board

Date OCT 4 1982



APPLICATION  
FOR  
RIGHT-OF-WAY

MARICOPA COUNTY, a political subdivision of the State of Arizona, Phoenix, Arizona, hereby makes application pursuant to Section 5 of the Act of February 5, 1948 and in accordance with Departmental Regulations 25 CFR 161 for a road right-of-way, variable in width and variable in length across the Gila River Indian Reservation to be granted to MARICOPA COUNTY, the right to construct, maintain and repair improvements thereon and thereover for such purposes. The location of said road and its extent are more particularly shown and delineated on the accompanying map, Drawing #30117 which has been prepared in compliance with 25 CFR 161.6, and which by this reference is made a part hereof.

In the event the right-of-way herein applied for is granted, MARICOPA COUNTY agrees to conform and abide by all pertinent rules and regulations of the Department of the Interior with special reference to Departmental Regulation 25 CFR 161.

IN WITNESS WHEREOF, the undersigned applicant has caused this instrument to be executed this 4 day of January, 1982

MARICOPA COUNTY HIGHWAY DEPARTMENT

By: [Signature]  
County Engineer

MARICOPA COUNTY BOARD OF SUPERVISORS

[Signature]  
Chairman of the Board

[Signature]  
Clerk of the Board

ATTEST:

*Realty*

GILA RIVER INDIAN COMMUNITY  
RESOLUTION GR-71-82

WHEREAS, the Maricopa County Highway Department has applied for additional rights-of-way to improve the drainage crossing sites across 91st. Avenue. All in Sections 33 and 34 of Township 1 North, Range 1, East of the G&SRB&M, on the Gila River Indian Reservation, Arizona.

WHEREAS, the right-of-way is located entirely on tribal land as described in the Grant of Easement for Right-of-way.

WHEREAS, an appraisal of the property involved has been furnished by the M.C.H.D. accompanied by an offer of compensation as follows; and reviewed as acceptable by the Bureau of Indian Affairs.

A Single Payment of \$8,290.00

WHEREAS, the granting of the easement will be in best interest of the Community whereby the Community will benefit from the cash compensation and improved the highway network serving the Community.

NOW THEREFORE BE IT RESOLVED, that the Gila River Indian Community grants to the Maricopa County Highway Department a Right of way on the tribal land for as long as said easement shall be actually used for the purpose as specified in the Grant of Easement for Right-of-way for a single payment of \$8,290.00

BE IT FURTHER RESOLVED that the Governor and Secretary of the Gila River Indian Community are authorized to execute such documents as maybe necessary to carry out the intent of this resolution.

CERTIFICATION

Pursuant to authority contained in Article XV, Section 1. (a) 9, 12 & Section 4 of the amended Constitution & Bylaws of the Gila River Indian Community ratified by the Tribe, January 22, 1960, the foregoing resolution was adopted this 2nd. day of June, 1982, at a REGULAR Council meeting held in DISTRICT THREE, Sacaton, Arizona, at which a quorum of 17 members were present by a vote of 15 FOR; 0 OPPOSE; 2 ABSTAIN; 0 ABSENT; 0 VACANCY.

GILA RIVER INDIAN COMMUNITY

*Thomas A. White*  
Lt. Governor

ATTEST:

*Dorothy J. Helwig*  
TRIBAL SECRETARY



WHEN RECORDED RETURN TO:  
Maricopa County Highway  
East Street Division

NOV 12 '82 -4 15

641770 957

I do hereby certify that the within named instrument was recorded at request of 16417 Fee No. 359201

PA 957-958 MARICOPA CO. BD. OF SUPERVISORS

\_\_\_\_\_, Records of Maricopa County, Arizona.  
WITNESS my hand and official seal the day and year aforesaid.

BILL HENRY

R. BROOKS

County Recorder By Deputy Recorder  
When recorded return to: MARICOPA COUNTY BOARD OF SUPERVISORS

Fee:

DIS426

Recorded at Request of  
Board of Supervisors.

EASEMENT (ES)  
EASEMENT AND AGREEMENT FOR HIGHWAY PURPOSES

Project No. 30117 - 91st Ave @ Salt River

Item No. U-1110

Bill Luke Ranch, a Limited Partnership

GRANTORS,

for and in consideration of the sum of One Dollar and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant to MARICOPA COUNTY, a political subdivision of the State of Arizona, its successors, and assigns, a permanent easement and right-of-way, for the following purposes, namely: The right to enter upon the hereinafter described land and grade, level, fill, drain, pave, build, maintain, repair and rebuild a road or highway, including incidental purposes consistent therewith, together with such bridges, culverts, ramps and cuts as may be necessary, on, over, under, and across the ground embraced within the right-of-way situated in the County of Maricopa, State of Arizona, and described as follows:

The East Twenty (20) feet of the West Sixty (60) feet of the South-west one-quarter (SW $\frac{1}{4}$ ) of Section Thirty-four (34), Township One (1) North, Range One (1) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

EXCEPT any portion thereof lying within the Gila River Indian Reservation.

M.C.H.D.  
Proofed  
JRF  
11/11/82  
7/9/82  
Checked  
[Signature]  
6/15/81  
Approved  
[Signature]  
7/6/82

To have and to hold the said easement and right-of-way unto Maricopa County, a political subdivision of the State of Arizona and unto its successors and assigns forever, together with the right of ingress and egress to permit the economical operation and maintenance of said public highway and all incidents thereto, and together with the right to authorize, permit, and license the use thereof for utilities or other public purposes not inconsistent with its primary use as a highway.

And the Grantors hereby covenant that they are lawfully seized and possessed on this aforementioned tract or parcel of land; that they have a good and lawful right to sell and convey it; and that they will warrant the title and quiet possession thereto against the lawful claim of all persons, subject to easements of record.

The said easement to include the right to cut back and trim such portion of the branches and tops of the trees now growing or that may hereafter grow upon the above described premises, as may extend over said right-of-way, so as to prevent the same from interfering with the efficient maintenance and operation of said public highway.

In the event the right, privilege and easement herein granted shall be abandoned and permanently cease to be used for the purposes herein granted all rights herein granted shall cease and revert to the grantors, their heirs or assigns.

Wherever in the foregoing instrument the plural is used, it will be read as singular when necessary, and wherever words indicating gender are employed they will apply to either masculine, feminine or neuter as the context requires.

PHOTOSTATIC COPIES REQUESTED  
 MARICOPA COUNTY HIGHWAY DEPT.  
 MARICOPA COUNTY P & Z COMM.

Date JUL 26 1982

by [Signature]  
 Chairman of the Board  
 MARICOPA COUNTY BOARD OF SUPERVISORS

Recommended for approval: Thomas R. [Signature]  
 Right of Way Agent

My commission expires March 10, 1983

[Signature]  
 Clerk of Board of Supervisors

ATTEST: [Signature]  
 Deputy County Engineer

Notary Public [Signature]  
 SEAL: \_\_\_\_\_

Subscribed and sworn to before me this 2nd day of July, 1982  
 STATE OF ARIZONA }  
 COUNTY OF MARICOPA }

Grantor [Signature]  
 Dorothy Hilda Luke  
 Grantor [Signature]  
 William Joseph Luke

Partners William Joseph Luke Family Trust  
 BILL LUKE RANCH, a Limited Partnership, by its General

Dated this 2nd day of July, 1982

THE GRANTOR'S AGREE:

1. To grant an easement for the above described land to the County of Maricopa for the general welfare and benefit of the public.
2. To accept the sum of \$540 as payment in full for the herein described right-of-way.

NOW THEREFORE, in consideration of the same and further consideration hereinafter set forth, it is agreed, that this instrument contains the entire agreement between the parties hereto there being no further consideration paid than herein specified.

THE COUNTY OF MARICOPA AGREES:

- A. To use the above described land for the general welfare and benefit of the public.
- B. To pay the sum of \$540 for the herein described right-of-way.

DXT 164178 958

STATE OF ARIZONA  
County of Maricopa

I hereby certify that the within instrument was filed and recorded

Fee No.

NOV 16 70-232 IN DOCKET & Page 8402/282-283 and indexed in  
MARICOPA CO. BD. OF SUPERVISORS

24-R. AGR.  
207268

When recorded, return to:  
Maricopa County Board of Supervisors

Witness my hand and official seal.

PAUL N. MARSTON County Recorder

By *Alger Hillman* Deputy Recorder

Compared  
Photostated  
Fee:

7/12

### EASEMENT FOR HIGHWAY PURPOSES

ITEM NO. \_\_\_\_\_ 104-69-1, 3 R/W (Z-751) DD-4197

William H. Roer and Mabel M. Roer, his wife

#### GRANTORS,

for and in consideration of the sum of One Dollar and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant to MARICOPA COUNTY, a political subdivision of the State of Arizona, its successors, and assigns, a permanent easement and right-of-way, for the following purposes, namely: The right to enter upon the hereinafter described land and grade, level, fill, drain, pave, build, maintain, repair and rebuild a road or highway, including incidental purposes consistent therewith, together with such bridges, culverts, ramps and cuts as may be necessary, on, over, under, and across the ground embraced within the right-of-way situated in the County of Maricopa, State of Arizona, and described as follows:

M.C.H.D.  
Proofed  
*ASME*  
*10/16/70*  
Checked  
*ASME*  
*10/16/70*  
Approved  
*ASME*  
*10/16/70*

The West Twenty-two(22) feet of the East Fifty-five(55) feet of the East 628 feet of the South 1510 feet of the Southeast one-quarter(SE $\frac{1}{4}$ ) of Section Twenty-six(26), Township One(1) North, Range One(1) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

To have and to hold the said easement and right-of-way unto Maricopa County, a political subdivision of the State of Arizona and unto its successors and assigns forever, together with the right of ingress and egress to permit the economical operation and maintenance of said public highway and all incidents thereto, and together with the right to authorize, permit, and license the use thereof for utilities or other public purposes not inconsistent with its primary use as a highway.

And the Grantors hereby covenant that they are lawfully seized and possessed on this aforementioned tract or parcel of land; that they have a good and lawful right to sell and convey it; and that they will warrant the title and quiet possession thereto against the lawful claim of all persons.

The said easement to include the right to cut back and trim such portion of the branches and tops of the trees now growing or that may hereafter grow upon the above described premises, as may extend over said right-of-way, so as to prevent the same from interfering with the efficient maintenance and operation of said public highway.

In the event the right, privilege and easement herein granted shall be abandoned and permanently cease to be used for the purposes herein granted all rights herein granted shall cease and revert to the grantors, their heirs or assigns.

Wherever in the foregoing instrument the plural is used, it will be read as singular when necessary, and wherever words indicating gender are employed they will apply to either masculine, feminine or neuter as the context requires.

Dated this 16th day of October, 1970

\_\_\_\_\_  
(Seal) *William H. Roer* (Seal)

\_\_\_\_\_  
(Seal) *Mabel M. Roer* (Seal)

STATE OF ARIZONA  
County of MARICOPA } ss. This instrument was acknowledged before me this 16th day of  
October, 1970 by

William H. Roer and Mabel M. Roer, his wife

FORM 95-19 (REV. 7-24-63)

*Joseph C. Cleland*  
Notary Public

My commission expires June 22, 1974

33

Project No. (Z-751) DD-4197 (Roer)

Item No.

*[Signature]*  
County Engineer

ATTEST:

*[Signature]*  
Clerk of Board of Supervisors

*[Signature]*  
Chairman of the Board

Date November 9, 1970

STATE OF ARIZONA  
COUNTY OF MARICOPA

ACCEPTED:  
MARICOPA COUNTY BOARD OF SUPERVISORS

Recommended for approval by P & Z Chief Cartographer

DKT 8402 PAGE 283

9971

STATE OF ARIZONA

County of Maricopa

ss. I hereby certify that the within instrument was filed and recorded

IN DOCKET DKT 2272 PAGE 245 and indexed in deeds

Fee No.

120813

When recorded, mail to: Maricopa County Planning and Zoning Commission 103 West Jefferson Street

Z-1031

JP

Witness my hand and official seal.

N. C. Kelly Moore

County Recorder

By

Edward D. Cella

Deputy Recorder

Compared Photostated Fee:

n/c

QUIT-CLAIM DEED

104-71

George Hendrix and Pearl Hendrix, husband and wife & Pearl E. Childress, husband of Susan A. Childress, dealing with his sole and separate property hereby quit-claim to Maricopa County, Arizona and the public, for their use and benefit, for roadway purposes

all right, title, or interest in the following real property situated in Maricopa County, Arizona:

The South 65 feet and the South 80 feet of the South 1360 feet of the property described as follows:

That part of the Southeast quarter of the Southeast quarter of Section 25, Township 1 North, Range 1 East of the G&SRB&M, described as follows:

BEGINNING at the Southwest corner of the Southeast quarter of the Southeast quarter of said Section 25; running thence North 89 degrees 50 minutes 30 seconds East 256.68 feet to the Southeast corner of the West 10 acres of said Southeast quarter of the Southeast quarter, and also being the Southwest corner of that tract of land described in Deed from Florence E. Bouck Grimes to John W. Lewis and Enriqueta Lewis, recorded in Docket 1573, page 426; thence North 7 degrees 00 minutes 22 seconds West 1696.57 feet to a point in the North line of said Southeast quarter of the Southeast quarter, being the Northwest corner of said Tract of land deeded to Lewis, and the Northeast corner of the West 10 acres of said Southeast quarter of the Southeast quarter; thence North 89 degrees 57 minutes 15 seconds West 256.68 feet to the Northwest corner of said Southeast quarter of the Southeast quarter; thence South 7 degrees 00 minutes 22 seconds East 1697.48 feet to the point of beginning.

Dated this 12th day of July, 1957

Pearl Hendrix (George Hendrix - His Mark)

STATE OF Arizona County of Maricopa

This instrument was acknowledged before me this 12th day of July, 1957

My commission will expire March 9-1959

George Hendrix and Pearl Hendrix by Grace E. Williams Notary Public

Dated this 19th day of July, 1957

Pearl E. Childress Susan A. Childress

STATE OF California County of Shasta

This instrument was acknowledged before me this 19th day of July, 1957

My commission will expire 8-1-57

Susan A. Childress

Carl Williams Notary Public

OK

STATE OF ARIZONA }  
County of Maricopa }

I hereby certify that the within instrument was filed and recorded

Fee No.

NOV 16 70-2 22

IN DOCKET & Page 8402/282-283 and indexed in

24-R. AGR.  
207268

MARICOPA CO. BD. OF SUPERVISORS

Witness my hand and official seal.

When recorded, return to:  
Maricopa County Board of Supervisors

PAUL N. MARSTON County Recorder

Compared  
Photostated  
Fee:

By *Algeria Fullerton* Deputy Recorder

710

**EASEMENT FOR HIGHWAY PURPOSES**

ITEM NO. 104-69-1, 3 R/W (Z-751) DD-4197

William H. Roer and Mabel M. Roer, his wife

**GRANTORS,**

for and in consideration of the sum of One Dollar and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant to MARICOPA COUNTY, a political subdivision of the State of Arizona, its successors, and assigns, a permanent easement and right-of-way, for the following purposes, namely: The right to enter upon the hereinafter described land and grade, level, fill, drain, pave, build, maintain, repair and rebuild a road or highway, including incidental purposes consistent therewith, together with such bridges, culverts, ramps and cuts as may be necessary, on, over, under, and across the ground embraced within the right-of-way situated in the County of Maricopa, State of Arizona, and described as follows:

M.C.H.D.  
Proofed  
*R. J. C.*  
*10/16/70*  
Checked  
*10/16/70*  
Approved  
*10/16/70*

The West Twenty-two(22) feet of the East Fifty-five(55) feet of the East 628 feet of the South 1510 feet of the Southeast one-quarter(SE $\frac{1}{4}$ ) of Section Twenty-six(26), Township One(1) North, Range One(1) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

To have and to hold the said easement and right-of-way unto Maricopa County, a political subdivision of the State of Arizona and unto its successors and assigns forever, together with the right of ingress and egress to permit the economical operation and maintenance of said public highway and all incidents thereto, and together with the right to authorize, permit, and license the use thereof for utilities or other public purposes not inconsistent with its primary use as a highway.

And the Grantors hereby covenant that they are lawfully seized and possessed on this aforementioned tract or parcel of land; that they have a good and lawful right to sell and convey it; and that they will warrant the title and quiet possession thereto against the lawful claim of all persons.

The said easement to include the right to cut back and trim such portion of the branches and tops of the trees now growing or that may hereafter grow upon the above described premises, as may extend over said right-of-way, so as to prevent the same from interfering with the efficient maintenance and operation of said public highway.

In the event the right, privilege and easement herein granted shall be abandoned and permanently cease to be used for the purposes herein granted all rights herein granted shall cease and revert to the grantors, their heirs or assigns.

Wherever in the foregoing instrument the plural is used, it will be read as singular when necessary, and wherever words indicating gender are employed they will apply to either masculine, feminine or neuter as the context requires.

Dated this 16th day of October, 1970

(Seal)

*William H. Roer* (Seal)

(Seal)

*Mabel M. Roer* (Seal)

STATE OF ARIZONA  
County of MARICOPA

This instrument was acknowledged before me this 16th day of

October, 1970 by

William H. Roer and Mabel M. Roer, his wife

FORM 30-30 (REV. 7-24-69)

*Joseph C. Clemons*

Notary Public

My commission expires June 22, 1974

33



9971

STATE OF ARIZONA

Project No. (Z-751) DD-4197 (Roer)

COUNTY OF MARICOPA

Item No.

Recommended for approval: Harold W. Conitt  
P & Z Chief Cartographer

ATTEST:

[Signature]  
County Engineer

ACCEPTED:  
MARICOPA COUNTY BOARD OF  
SUPERVISORS

By [Signature]  
Chairman of the Board

[Signature]  
Clerk of Board of Supervisors

Date November 9, 1970

COUNTY

D2510 C.V. #1

STATE OF ARIZONA

1957-1958 MAR 1-30

ss. I hereby certify that the within instrument was filed and recorded

Fee No.

IN DOCKET DKT 2272 PAGE 245 and indexed in deeds

120818 M

Planning & Zoning

When recorded, mail to Maricopa County Planning and Zoning Commission 103 West Jefferson Street

Witness my hand and official seal. N. C. Kelly Moore

County Recorder

Compared Photostated Fee: n/c

Z-1031

JF

By

Edward D. Adle Deputy Recorder

QUIT-CLAIM DEED

104-71

For the consideration of One Dollar, and other valuable considerations, we, George Hendrix and Pearl of Susan A. Childress, dealing with his sole and Separate property

hereby quit-claim to Maricopa County, Arizona and the public, for their use and benefit, for roadway purposes

all right, title, or interest in the following real property situated in Maricopa County, Arizona:

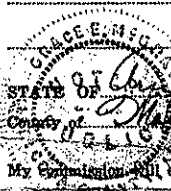
The South 65 feet and the South 80 feet of the South 1360 feet of the property described as follows:

That part of the Southeast quarter of the Southeast quarter of Section 25, Township 1 North, Range 1 East of the G&SRB&M, described as follows:

BEGINNING at the Southwest corner of the Southeast quarter of the Southeast quarter of said Section 25; running thence North 89 degrees 50 minutes 30 seconds East 256.68 feet to the Southeast corner of the West 10 acres of said Southeast quarter of the Southeast quarter, and also being the Southwest corner of that tract of land described in Deed from Florence E. Bouck Grimes to John W. Lewis and Enriqueta Lewis, recorded in Docket 1573, page 426; thence North 7 degrees 00 minutes 22 seconds West 1696.57 feet to a point in the North line of said Southeast quarter of the Southeast quarter, being the Northwest corner of said Tract of land deeded to Lewis, and the Northeast corner of the West 10 acres of said Southeast quarter of the Southeast quarter; thence North 89 degrees 57 minutes 15 seconds West 256.68 feet to the Northwest corner of said Southeast quarter of the Southeast quarter; thence South 7 degrees 00 minutes 22 seconds East 1697.48 feet to the point of beginning.

Dated this 17th day of July, 1957

Pearl Hendrix (George Hendrix - His Mark)



This instrument was acknowledged before me this 17th day of July, 1957

George Hendrix and Pearl Hendrix

George E. Williams Notary Public

Dated this 19th day of July, 1957

Pearl E. Childress Susan A. Childress

STATE OF California County of Shasta

This instrument was acknowledged before me this 19th day of July, 1957

My commission will expire 8-1-57

by Susan A. Childress

Carey Williams Notary Public

DKT 2272 PAGE 245

TO BS (51)

I do hereby certify that the within named instrument was recorded at request of

Fee No.:

\_\_\_\_\_, Records of Maricopa County, Arizona  
WITNESS my hand and official seal the day and year aforesaid.

Fee: **D17395**

\_\_\_\_\_  
County Recorder By \_\_\_\_\_ Deputy Recorder  
When recorded return to: MARICOPA COUNTY BOARD OF SUPERVISORS

**88-162269**

### EASEMENT AND AGREEMENT FOR HIGHWAY PURPOSES

*TURN TO: Hwy Dept.*

104-71-7F

Project No. DD-8222

Item No. Z 86-243

John L. Marty, an unmarried man

**GRANTORS,**

for and in consideration of the sum of One Dollar and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant to MARICOPA COUNTY, a political subdivision of the State of Arizona, its successors, and assigns, a permanent easement and right-of-way, for the following purposes, namely: The right to enter upon the hereinafter described land and grade, level, fill, drain, pave, build, maintain, repair and rebuild a road or highway, including incidental purposes consistent therewith, together with such bridges, culverts, ramps and cuts as may be necessary, on, over, under, and across the ground embraced within the right-of-way situated in the County of Maricopa, State of Arizona, and described as follows:

MC HD
Proposed
<i>RW</i>
<i>2/11/88</i>
R/W
<i>2/11/88</i>
Checked
<i>[Signature]</i>
<i>2/18/88</i>
Approved
<i>[Signature]</i>
<i>2/18/88</i>

The West 22.00 feet of the East 55.00 feet and the North 22.00 feet of the South 55.00 feet of the South 507.96 feet of the East 514.10 feet of the Southeast one-quarter (SE $\frac{1}{4}$ ) of Section Twenty-five (25), Township One (1) North, Range One (1) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

**RECORDED IN OFFICIAL RECORDS  
OF MARICOPA COUNTY, ARIZONA**  
APR 6 - '88 - 4 00

**KEITH POLETIS, County Recorder**

FEE *11* PGS *2* G.E.

1988 FEB 18 AM 10:55

MARICOPA COUNTY  
RECORDS SECTION  
DATE RECORDED

To have and to hold the said easement and right-of-way unto Maricopa County, a political subdivision of the State of Arizona and unto its successors and assigns forever, together with the right of ingress and egress to permit the economical operation and maintenance of said public highway and all incidents thereto, and together with the right to authorize, permit, and license the use thereof for utilities or other public purposes not inconsistent with its primary use as a highway.

And the Grantors hereby covenant that they are lawfully seized and possessed of this aforementioned tract or parcel of land; that they have a good and lawful right to sell and convey it; and that they will warrant the title and quiet possession thereto against the lawful claim of all persons, subject to easements of record; that they accept the consideration paid hereunder as full payment for all damages to their property including any severance damages resulting from the grant of this easement and right-of-way.

The said easement to include the right to cut back and trim such portion of the branches and tops of the trees now growing or that may hereafter grow upon the above described premises, as may extend over said right-of-way, so as to prevent the same from interfering with the efficient maintenance and operation of said public highway.

In the event the right, privilege and easement herein granted shall be abandoned and permanently cease to be used for the purposes herein granted all rights herein granted shall cease and revert to the grantors, their heirs or assigns.

Wherever in the foregoing instrument the plural is used, it will be read as singular when necessary, and whenever words indicating gender and employed they will apply to either masculine, feminine or neuter as the context requires.

NOW THEREFORE, in consideration of the same and further consideration hereinafter set forth, it is agreed, that this instrument contains the entire agreement between the parties hereto there being no further consideration paid than herein specified.

THE COUNTY OF MARICOPA AGREES:

A. To use the above described land for the general welfare and benefit of the public.

1. To grant an easement for the above described land to the County of Maricopa for the general welfare and benefit of the public.
2. That acceptance of this dedication in no way obligates Maricopa County to construct or maintain a roadway within the right-of-way granted by this document.
3. It is further agreed that any existing encroachments within the right-of-way granted by this easement will be removed or relocated to grantor's remaining property at no expense to County.

Dated this 15<sup>th</sup> day of February, 19 88.

\_\_\_\_\_  
Grantor

\_\_\_\_\_  
Grantor

STATE OF ARIZONA }  
COUNTY OF MARICOPA } ss.

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of February, 19 88.

By John L. Maery

My commission expires Feb 26, 1992

Recommended for approval: [Signature]  
Right of Way Agent

ACCEPTED:  
MARICOPA COUNTY BOARD OF SUPERVISORS

by [Signature]  
Chairman of the Board

Date: MAR 21 1988

Clerk of Board of Supervisors

ATTEST:  
[Signature]  
County Engineer

SEAL:

[Signature]  
Notary Public

88 162269

AUG 11 1981 -2 30

D15004  
EASEMENT (ES)

I do hereby certify that the within named instrument was recorded at request of : Fee No.:  
*15442* *89* *96-57*

MARICOPA CO. BD. OF SUPERVISORS

Records of Maricopa County, Arizona.  
WITNESS my hand and official seal the day and year aforesaid.

BILL HENRY.

269846  
Fee: N-C

County Recorder By *[Signature]* Deputy Recorder  
When recorded return to: MARICOPA COUNTY BOARD OF SUPERVISORS

EASEMENT AND AGREEMENT FOR HIGHWAY PURPOSES 104-71-7R ✓

Project No. DD 7202

Item No. Z 81-36

Hiram L. "Gene" Nelson and Linda L. Nelson

GRANTORS,

for and in consideration of the sum of One Dollar and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant to MARICOPA COUNTY, a political subdivision of the State of Arizona, its successors, and assigns, a permanent easement and right-of-way, for the following purposes, namely: The right to enter upon the hereinafter described land and grade, level, fill, drain, pave, build, maintain, repair and rebuild a road or highway, including incidental purposes consistent therewith, together with such bridges, culverts, ramps and cuts as may be necessary, on, over, under, and across the ground embraced within the right-of-way situated in the County of Maricopa, State of Arizona, and described as follows:

The West Twenty-two (22) feet of the East Fifty-five (55) feet of the South 338.64 feet of that part of the East 30 acres of the Southeast one-quarter of the Southeast one-quarter (SE¼ of SE¼) of Section Twenty-five (25), Township One (1) North, Range One (1) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

M.C.H.D.  
Pricolad  
*bc*  
*mb*  
*6/29/81*  
*7/16/81*  
*7/16/81*

Commencing at the Southeast corner of said Section 25; thence North 6°39' West along the East line of said Section 25, a distance of 507.96 feet to the true point of beginning; thence North 89°49' West and parallel to the South line of said Section 25, a distance of 514.53 feet to a point; thence North 6°39' West and parallel to the East line of said Section 25, a distance of 338.64 feet to a point; thence North 89°49' West and parallel to the South line of said Section 25, a distance of 257.26 feet to a point on the West line of the East 30 acres of the Southeast one-quarter of the Southeast one-quarter (SE¼ of SE¼) of said Section 25; thence North 6°39' West and parallel to the East line of said Section 25, a distance of 395.08 feet to a point; thence South 89°49' East and parallel to the South line of said Section 25, a distance of 771.79 feet to a point on the East line of said Section 25; thence South 6°39' East along the East line of said Section 25, a distance of 733.72 feet to the true point of beginning.



To have and to hold the said easement and right-of-way unto Maricopa County, a political subdivision of the State of Arizona and unto its successors and assigns forever, together with the right of ingress and egress to permit the economical operation and maintenance of said public highway and all incidents thereto, and together with the right to authorize, permit, and license the use thereof for utilities or other public purposes not inconsistent with its primary use as a highway.

And the Grantors hereby covenant that they are lawfully seized and possessed on this aforementioned tract or parcel of land; that they have a good and lawful right to sell and convey it; and that they will warrant the title and quiet possession thereto against the lawful claim of all persons, subject to easements of record.

The said easement to include the right to cut back and trim such portion of the branches and tops of the trees now growing or that may hereafter grow upon the above described premises, as may extend over said right-of-way, so as to prevent the same from interfering with the efficient maintenance and operation of said public highway.

In the event the right, privilege and easement herein granted shall be abandoned and permanently cease to be used for the purposes herein granted all rights herein granted shall cease and revert to the grantors, their heirs or assigns.

Wherever in the foregoing instrument the plural is used, it will be read as singular when necessary, and wherever words indicating gender are employed they will apply to either masculine, feminine or neuter as the context requires.

NOW THEREFORE, in consideration of the same and further consideration hereinafter set forth, it is agreed, that this instrument contains the entire agreement between the parties hereto there being no further consideration paid than herein specified.

THE COUNTY OF MARICOPA AGREES:

A. To use the above described land for the general welfare and benefit of the public.

THE GRANTEE AGREES:

1. To grant an easement for the above described land to the County of Maricopa for the general welfare and benefit of the public.

2. That acceptance of this dedication in no way obligates Maricopa County to construct or maintain a roadway within the right-of-way granted by this document.

3. It is further agreed that any existing encroachments within the right-of-way granted by this easement will be removed or relocated to Grantor's remaining property at no expense to County.

Dated this 15th day of July 19 81

Grantor \_\_\_\_\_  
 Grantor \_\_\_\_\_  
 Grantor \_\_\_\_\_  
 Grantor \_\_\_\_\_

STATE OF ARIZONA }  
 COUNTY OF MARICOPA } ss.

Subscribed and sworn to before me this 15th day of July 1981

My commission expires \_\_\_\_\_  
 Recommended for approval: \_\_\_\_\_  
 Right of Way Agent

ACCEPTED: \_\_\_\_\_  
 MARICOPA COUNTY BOARD OF SUPERVISORS  
 Chairman of the Board \_\_\_\_\_  
 Date AUG 3 1981

ATTEST: \_\_\_\_\_  
 Deputy County Engineer  
 Clerk of Board of Supervisors \_\_\_\_\_

SEAL

APR 15 1982 -4 45

EASEMENT (ES)

015256

I do hereby certify that the within named instrument was recorded at request of Fee No.:

DPZ 15961 Pg 1252-1253 MARICOPA CO. BD. OF SUPERVISORS

115175

WITNESS my hand and official seal the day and year aforesaid.

BILL HENRY

By [Signature]

County Recorder

Deputy Recorder

When recorded return to: MARICOPA COUNTY BOARD OF SUPERVISORS

Fee: 7/10

DKT 15961 PG 1252

EASEMENT AND AGREEMENT FOR HIGHWAY PURPOSES 104-71-7J ✓

Project No. 30107 - 67th Ave @ Salt River

Item No. U-1091

Donald M. Korpi and Kathryn M. Korpi, his wife

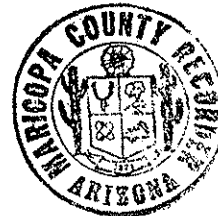
GRANTORS,

for and in consideration of the sum of One Dollar and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant to MARICOPA COUNTY, a political subdivision of the State of Arizona, its successors, and assigns, a permanent easement and right-of-way, for the following purposes, namely: The right to enter upon the hereinafter described land and grade, level, fill, drain, pave, build, maintain, repair and rebuild a road or highway, including incidental purposes consistent therewith, together with such bridges, culverts, ramps and cuts as may be necessary, on, over, under, and across the ground embraced within the right-of-way situated in the County of Maricopa, State of Arizona, and described as follows:

The East Twenty-two (22) feet of that part of the Southeast one-quarter of the Southeast one-quarter (SE 1/4 of SE 1/4) of Section Twenty-five (25), Township One (1) North, Range One (1) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona more particularly described as:

BEGINNING at a point bearing South 6°39' East, 451.52 feet and North 89°49' West, 33.24 feet from the Northeast corner of the Southeast one-quarter of the Southeast one-quarter (SE 1/4 of SE 1/4) of Section Twenty-five (25); thence North 89°49' West, 738.55 feet; thence South 6°39' East, 118.80 feet; thence South 89°49' East, 738.55 feet to a point on the West line of 67th Avenue; thence North 6°39' West, 118.80 feet to the True Point of Beginning.

RECORDED  
12/8/81  
14/8/81  
5/1/82



To have and to hold the said easement and right-of-way unto Maricopa County, a political subdivision of the State of Arizona and unto its successors and assigns forever, together with the right of ingress and egress to permit the economical operation and maintenance of said public highway and all incidents thereto, and together with the right to authorize, permit, and license the use thereof for utilities or other public purposes not inconsistent with its primary use as a highway.

And the Grantors hereby covenant that they are lawfully seized and possessed on this aforementioned tract or parcel of land; that they have a good and lawful right to sell and convey it; and that they will warrant the title and quiet possession thereto against the lawful claim of all persons, subject to easements of record.

The said easement to include the right to cut back and trim such portion of the branches and tops of the trees now growing or that may hereafter grow upon the above described premises, as may extend over said right-of-way, so as to prevent the same from interfering with the efficient maintenance and operation of said public highway.

In the event the right, privilege and easement herein granted shall be abandoned and permanently cease to be used for the purposes herein granted all rights herein granted shall cease and revert to the grantors, their heirs or assigns.

Wherever in the foregoing instrument the plural is used, it will be read as singular when necessary, and wherever words indicating gender are employed they will apply to either masculine, feminine or neuter as the context requires.

NOW THEREFORE, in consideration of the same and further consideration hereinafter set forth, it is agreed, that this instrument contains the entire agreement between the parties hereto there being no further consideration paid than herein specified.

THE COUNTY OF MARICOPA AGREES:

- A. To use the above described land for the general welfare and benefit of the public.
- B. To install one asphalt driveway turnout.

THE GRANTOR AGREE:

- To grant an easement for the above described land to the County of Maricopa for the general welfare and benefit of the public.

Dated this 17TH day of MARCH, 1982

*Robert M. Lopez*  
Grantor

*Donald M. Lopez*  
Grantor

\_\_\_\_\_  
Grantor

\_\_\_\_\_  
Grantor

STATE OF ARIZONA }  
COUNTY OF MARICOPA }  
ss.

Subscribed and sworn to before me this 17TH day of MARCH, 1982

My commission expires August 21, 1984

*James W. Barrow, Jr.*  
Notary Public  
SEAL:

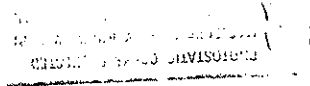
Recommended for approval  
Right of Way Agent  
*James W. Barrow, Jr.*

ACCEPTED:  
MARICOPA COUNTY BOARD OF SUPERVISORS

by *James W. Barrow, Jr.*  
Chairman of the Board

*Chew Thompson*  
Clerk of Board of Supervisors

Date APR 5 1982





AUG 15 1979

DXTL383401048

14312

I do hereby certify that the within named instrument was recorded at request of

Book 13834 Page 1048-1049

MARICOPA CO. BD. OF SUPERVISORS

MARICOPA COUNTY HIGHWAY DEPT.

1979 AUG 31 299102

Fee: EASEMENT (ES)

h.c.

Records of Maricopa County, Arizona. WITNESS my hand and official seal the day and year aforesaid.

BILL HENRY

By

Deputy Recorder

County Recorder

When recorded return to: MARICOPA COUNTY BOARD OF SUPERVISORS

EASEMENT AND AGREEMENT FOR HIGHWAY PURPOSES 104-71-76 /

Project No. DD-6790 (1 of 2)

Item No. Z-79-5

Charles Oney and Mary Kathryn Oney

GRANTORS,

for and in consideration of the sum of One Dollar and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant to MARICOPA COUNTY, a political subdivision of the State of Arizona, its successors, and assigns, a permanent easement and right-of-way, for the following purposes, namely: The right to enter upon the hereinafter described land and grade, level, fill, drain, pave, build, maintain, repair and rebuild a road or highway, including incidental purposes consistent therewith, together with such bridges, culverts, ramps and cuts as may be necessary, on, over, under, and across the ground embraced within the right-of-way situated in the County of Maricopa, State of Arizona, and described as follows:

That part of the Southeast one-quarter of the Southeast one-quarter of Section Twenty-five(25), Township One(1) North, Range One(1) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as; BEGINNING at a point bearing South 6 degrees 39 minutes East, 451.52 feet from the Northeast corner of the Southeast one-quarter of the Southeast one-quarter of Section 25; thence South 6 degrees 39 minutes East, 118.80 feet to the true point of beginning; thence North 89 degrees 49 minutes West, 771.79 feet; thence South 6 degrees 39 minutes East, 113.76 feet; thence South 89 degrees 49 minutes East, 771.79 feet to a point in the center line of 67th Avenue; thence North 6 degrees 39 minutes West, along said center line, 113.76 feet to the point of beginning, lying East of a line Fifty-five(55) feet (measured at right-angles) West of and parallel with the East line of said Southeast one-quarter of Southeast one-quarter(SE 1/4, SE 1/4), of said Section Twenty-five(25).

M.C.H.D. Proofed mb 7/12/79 Checked 7/27/79 Approved 7/27/79



To have and to hold the said easement and right-of-way unto Maricopa County, a political subdivision of the State of Arizona and unto its successors and assigns forever, together with the right of ingress and egress to permit the economical operation and maintenance of said public highway and all incidents thereto, and together with the right to authorize, permit, and license the use thereof for utilities or other public purposes not inconsistent with its primary use as a highway.

And the Grantors hereby covenant that they are lawfully seized and possessed on this aforementioned tract or parcel of land; that they have a good and lawful right to sell and convey it; and that they will warrant the title and quiet possession thereto against the lawful claim of all persons, subject to easements of record.

The said easement to include the right to cut back and trim such portion of the branches and tops of the trees now growing or that may hereafter grow upon the above described premises, as may extend over said right-of-way, so as to prevent the same from interfering with the efficient maintenance and operation of said public highway.

In the event the right, privilege and easement herein granted shall be abandoned and permanently cease to be used for the purposes herein granted all rights herein granted shall cease and revert to the grantors, their heirs or assigns.

Wherever in the foregoing instrument the plural is used, it will be read as singular when necessary, and wherever words indicating gender are employed they will apply to either masculine, feminine or neuter as the context requires.

(See Reverse Side For Agreement and Signatures)

Date AUG 6 1979

ACCEPTED: William B. ...  
MARICOPA COUNTY BOARD OF SUPERVISORS  
by Stanley Johnson  
Chairman of the Board

Recommended for approval: William B. ...  
Right of Way Agent

My commission expires July 7 1980

Subscribed and sworn to before me this 23 day of July 1979

STATE OF ARIZONA }  
COUNTY OF MARICOPA } ss.

\_\_\_\_\_  
Grantor

\_\_\_\_\_  
Grantor

Dated this 23 day of July 1979

ATTEST: William B. ...  
Deputy County Engineer

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

SEAL: William B. ...

day of July 1979

\_\_\_\_\_  
Grantor Wm. B. ...

\_\_\_\_\_  
Grantor Shirley ...

THE GRANATORS AGREE:  
1. To grant an easement for the above described land to the County of Maricopa for the general welfare and benefit of the public.  
2. That acceptance of this dedication in no way obligates Maricopa County to construct or maintain a roadway within the right-of-way granted by this document.  
3. It is further agreed that any existing encroachments within the right-of-way granted by this easement will be removed or relocated to Grantor's remaining property at no expense to County.

NOW THEREFORE, in consideration of the same and further consideration hereinafter set forth, it is agreed, that this instrument contains the entire agreement between the parties hereto there being no further consideration paid than herein specified.  
THE COUNTY OF MARICOPA AGREES:  
A. To use the above described land for the general welfare and benefit of the public.

001138341049

MAY 20 1982 - 8 45

156245

D15274

I do hereby certify that the within named instrument was recorded at request of Fee No.:

ART 16038 Pg 222-233

MARICOPA CO. BD. OF SUPERVISORS

EASEMENT (ES)

Fee: N-C

\_\_\_\_\_, Records of Maricopa County, Arizona.  
WITNESS my hand and official seal the day and year aforesaid.

BILL HENRY

By [Signature]  
Deputy Recorder

County Recorder  
When recorded return to: MARICOPA COUNTY BOARD OF SUPERVISORS

Recorded at Request of  
MARICOPA COUNTY BOARD OF SUPERVISORS

### EASEMENT AND AGREEMENT FOR HIGHWAY PURPOSES 104-71-7D ✓

Project No. 33107 - 67th Ave @ Salt River

Item No. U-1093

Gary R. Smith and Anna M. Smith, his wife

#### GRANTORS,

for and in consideration of the sum of One Dollar and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant to MARICOPA COUNTY, a political subdivision of the State of Arizona, its successors, and assigns, a permanent easement and right-of-way, for the following purposes, namely: The right to enter upon the hereinafter described land and grade, level, fill, drain, pave, build, maintain, repair and rebuild a road or highway, including incidental purposes consistent therewith, together with such bridges, culverts, ramps and cuts as may be necessary, on, over, under, and across the ground embraced within the right-of-way situated in the County of Maricopa, State of Arizona, and described as follows:

The West Twenty-two (22) feet of the East Fifty-five Feet of that part of the Southeast one-quarter of the Southeast one-quarter (SE $\frac{1}{4}$  of SE $\frac{1}{4}$ ) of Section Twenty-five (25), Township One (1) North, Range One (1) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona described as follows:

RECORDED  
5/14/82

BEGINNING at the Northeast corner of the Southeast one-quarter of the Southeast one-quarter (SE $\frac{1}{4}$  of SE $\frac{1}{4}$ ) of said Section 25; thence South 6°39' East along the East line of said Section 25, a distance of 169.32 feet to the true point of beginning; thence North 89°49' West parallel to the North line of the Southeast one-quarter of the Southeast one-quarter (SE $\frac{1}{4}$  of SE $\frac{1}{4}$ ) of said Section 25, a distance of 771.36 feet to the East line of the parcel of land described in Judgment entered in Cause No. 81874, a certified copy of which is recorded in Docket 1564, Page 491; thence South 6°30' East along said East line a distance of 56.44 feet; thence South 89°49' East and parallel to the North line of the Southeast one-quarter of the Southeast one-quarter (SE $\frac{1}{4}$  of SE $\frac{1}{4}$ ) of said Section 25, a distance of 771.36 feet to the East line of said Section 25; thence North 6°39' West along the East line of said Section 25, a distance of 56.44 feet to the point of beginning.



To have and to hold the said easement and right-of-way unto Maricopa County, a political subdivision of the State of Arizona and unto its successors and assigns forever, together with the right of ingress and egress to permit the economical operation and maintenance of said public highway and all incidents thereto, and together with the right to authorize, permit, and license the use thereof for utilities or other public purposes not inconsistent with its primary use as a highway.

And the Grantors hereby covenant that they are lawfully seized and possessed on this aforementioned tract or parcel of land; that they have a good and lawful right to sell and convey it; and that they will warrant the title and quiet possession thereto against the lawful claim of all persons, subject to easements of record.

The said easement to include the right to cut back and trim such portion of the branches and tops of the trees now growing or that may hereafter grow upon the above described premises, as may extend over said right-of-way, so as to prevent the same from interfering with the efficient maintenance and operation of said public highway.

In the event the right, privilege and easement herein granted shall be abandoned and permanently cease to be used for the purposes herein granted all rights herein granted shall cease and revert to the grantors, their heirs or assigns.

Wherever in the foregoing instrument the plural is used, it will be read as singular when necessary, and wherever words indicating gender are employed they will apply to either masculine, feminine or neuter as the context requires.

PHOTOSTATIC COPIES REQUESTED  
MARIKOPA COUNTY HIGHWAY DEPT.

Date MAY 17 1982  
by [Signature]  
ACTING Chairman of the Board

[Signature]  
Clerk of Board of Supervisors

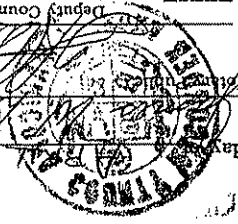
MARIKOPA COUNTY BOARD OF SUPERVISORS

ATTEST:  
[Signature]  
Deputy County Engineer

ACCEPTED:  
Recommended for approval: [Signature]  
Right of Way Agent

My commission expires August 21, 1984

Subscribed and sworn to before me this 29TH day of APRIL 1982



STATE OF ARIZONA }  
COUNTY OF MARIKOPA }  
ss.

Grantor [Signature]  
Grantor [Signature]

Dated this 29TH day of APRIL 1982

I. To grant an easement for the above described land to the County of Maricopa for the general welfare and benefit of the public.  
THE GRANTOR AGREE

NOW THEREFORE, in consideration of the same and further consideration hereinafter set forth, it is agreed, that this instrument contains the entire agreement between the parties hereto there being no further consideration paid than herein specified.  
THE COUNTY OF MARIKOPA AGREES:  
A. To use the above described land for the general welfare and benefit of the public.

DM16038FD 283

WHEN RECORDED RETURN TO:  
Maricopa County Highway Dept.

MAY 6 1982 -4 45

9701130

and I hereby certify that the within named instrument was recorded at request of  
Docket 16007 Page 1130-1131 MARICOPA CO. BD. OF SUPERVISORS

Fee No.:  
D15268  
140379

Records of Maricopa County, Arizona.  
WITNESS my hand and official seal the day and year aforesaid.

Fee: h.c

BILL HENRY

By

*Harry D...*

County Recorder

Deputy Recorder

When recorded return to: MARICOPA COUNTY BOARD OF SUPERVISORS

Recorded at Request of  
Board of Supervisors.

EASEMENT (ES)

EASEMENT AND AGREEMENT FOR HIGHWAY PURPOSES

104-71-7C ✓

Project No. 30107 - 67th Ave @ Salt River

Item No. U-1094

B.L. Clifton And Doris F. Clifton GRANTORS,

for and in consideration of the sum of One Dollar and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant to MARICOPA COUNTY, a political subdivision of the State of Arizona, its successors, and assigns, a permanent easement and right-of-way, for the following purposes, namely: The right to enter upon the hereinafter described land and grade, level, fill, drain, pave, build, maintain, repair and rebuild a road or highway, including incidental purposes consistent therewith, together with such bridges, culverts, ramps and cuts as may be necessary, on, over, under, and across the ground embraced within the right-of-way situated in the County of Maricopa, State of Arizona, and described as follows:

The West Twenty-two (22) feet of the East Fifty-five (55) feet of that part of the Southeast one-quarter of the Southeast one-quarter (SE $\frac{1}{4}$  of SE $\frac{1}{4}$ ) of Section Twenty-five (25), Township One (1) North, Range One (1) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona described as follows:

BEGINNING at the Northeast corner of the Southeast one-quarter of the Southeast one-quarter (SE $\frac{1}{4}$  of SE $\frac{1}{4}$ ) of said Section 25; thence South 6° 39' East along the East line of said Section 25 a distance of 169.32 feet; thence North 89°49' West parallel to the North line of the Southeast one-quarter of the Southeast one-quarter (SE $\frac{1}{4}$  of SE $\frac{1}{4}$ ) of said Section 25, a distance of 771.36 feet to the East line of the parcel of land described in Judgment entered in Cause No. 81874, a certified copy of which is recorded in Docket 1564, Page 491; thence North 6°39' West along said East line a distance of 169.32 feet to the North line of the Southeast one-quarter of the Southeast one-quarter of said Section 25; thence East along the North line of the Southeast one-quarter of the Southeast one-quarter (SE $\frac{1}{4}$  of SE $\frac{1}{4}$ ) of Section 25 a distance of 771.36 feet to the point of beginning.

M.C.H.D.  
Proofed  
7/13/82  
Checked  
7/13/82  
Approved  
7/13/82



To have and to hold the said easement and right-of-way unto Maricopa County, a political subdivision of the State of Arizona and unto its successors and assigns forever, together with the right of ingress and egress to permit the economical operation and maintenance of said public highway and all incidents thereto, and together with the right to authorize, permit, and license the use thereof for utilities or other public purposes not inconsistent with its primary use as a highway.

And the Grantors hereby covenant that they are lawfully seized and possessed on this aforementioned tract or parcel of land; that they have a good and lawful right to sell and convey it; and that they will warrant the title and quiet possession thereto against the lawful claim of all persons, subject to easements of record.

The said easement to include the right to cut back and trim such portion of the branches and tops of the trees now growing or that may hereafter grow upon the above described premises, as may extend over said right-of-way, so as to prevent the same from interfering with the efficient maintenance and operation of said public highway.

In the event the right, privilege and easement herein granted shall be abandoned and permanently cease to be used for the purposes herein granted all rights herein granted shall cease and revert to the grantors, their heirs or assigns.

Wherever in the foregoing instrument the plural is used, it will be read as singular when necessary, and wherever words indicating gender are employed they will apply to either masculine, feminine or neuter as the context requires.

NOW THEREFORE, in consideration of the same and further consideration hereinafter set forth, it is agreed, that this instrument contains the entire agreement between the parties hereto there being no further consideration paid than herein specified.

THE COUNTY OF MARICOPA AGREES:

DM1600761131

A. To use the above described land for the general welfare and benefit of the public.

B. To pay the Grantor the sum of Eight Hundred and Fifty Dollars (\$850) for the right-of-way described herein.

1. To grant an easement for the above described land to the County of Maricopa for the general welfare and benefit of the public.

2. To accept the sum of Eight Hundred and Fifty Dollars (\$850) for the right-of-way described herein.

THE GRANTOR AGREES:

Dated this 2 day of April 1982

*B. F. Clinton*  
 Grantor

*James W. Clayton*  
 Grantor

\_\_\_\_\_  
 Grantor

\_\_\_\_\_  
 Grantor

STATE OF ARIZONA  
 COUNTY OF MARICOPA } ss.  
 Subscribed and sworn to before me this 2 day of April 1982

My commission expires June 9, 1983

Notary Public  
*James W. Clayton*  
 Deputy County Engineer

ATTEST:  
 Clerk of Board of Supervisors  
*Chloe Livingston*

Recommended for approval  
 Right of Way Agent  
*James W. Clayton*

ACCEPTED:  
 MARICOPA COUNTY BOARD OF SUPERVISORS  
 Chairman of the Board  
*James W. Clayton*

Date 4-19-82

Individual Acknowledgment

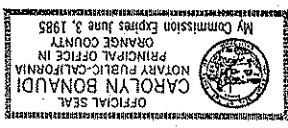
STATE OF CALIFORNIA  
 COUNTY OF ORANGE } ss.

On April 7, 1982 before me, the undersigned, a Notary Public in and for said State, personally appeared DORIS FAYE CLIFTON

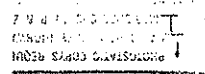
to be the person(s) whose name(s) is (are) subscribed to the within instrument and acknowledged that SHE executed the same.

WITNESS my hand and official seal  
*Carolyn Bonaudi*

Notary's Name (Typed or Printed)  
 CAROLYN BONAUDI



Notary's Name (Typed or Printed) (This area for official notarial seal)



MAY 20 1982 - 9 45

I do hereby certify that the within named instrument was recorded at request of  
MARICOPA CO. ED. OF SUPERVISORS

Fee No.:  
EASEMENT (ES)

Dkt 16038 Pg 284-285

Records of Maricopa County, Arizona.  
WITNESS my hand and official seal the day and year aforesaid.

Fee: N-C

BILL HENRY

By [Signature]

County Recorder Deputy Recorder

When recorded return to: MARICOPA COUNTY BOARD OF SUPERVISORS

Recorded at Request of  
Board of Supervisors

EASEMENT AND AGREEMENT FOR HIGHWAY PURPOSES 104-71-1

Project No. 30107 - 67th Ave @ Salt River

Item No. U-1095

Thelma D. Reeves and Lillian Victoria Reeves

GRANTORS,

for and in consideration of the sum of One Dollar and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant to MARICOPA COUNTY, a political subdivision of the State of Arizona, its successors, and assigns, a permanent easement and right-of-way, for the following purposes, namely: The right to enter upon the hereinafter described land and grade, level, fill, drain, pave, build, maintain, repair and rebuild a road or highway, including incidental purposes consistent therewith, together with such bridges, culverts, ramps and cuts as may be necessary, on, over, under, and across the ground embraced within the right-of-way situated in the County of Maricopa, State of Arizona, and described as follows:

The West Twenty-two (22) feet of the East Fifty-five (55) feet of that part of the North one-half of the Southeast one-quarter (N $\frac{1}{2}$  of SE $\frac{1}{4}$ ) of Section Twenty-five (25), Township One (1) North, Range One (1) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona described as follows:

M.C.R.D.  
Prooted  
JRF  
7/9/81  
7/13/81  
12/17/81

BEGINNING at a point on the East line of said North one-half of the Southeast one-quarter (N $\frac{1}{2}$  of SE $\frac{1}{4}$ ) which bears South 6°59' East 665.98 feet from the Northeast corner thereof; thence South 74°33' 45" West 1329.70 feet; thence South 70°23'45" West 403.27 feet; thence South 81°31' 45" West 904.64 feet to a point on the West line of said North one-half of the Southeast one-quarter (N $\frac{1}{2}$  of SE $\frac{1}{4}$ ); thence South 7°01' 45" East 398.36 feet along the West line of said North one-half of the Southeast one-quarter (N $\frac{1}{2}$  of SE $\frac{1}{4}$ ) to the Southwest corner thereof; thence South 89°57'15" East 2632.58 feet along the South line of said North one-half of the Southeast one-quarter (N $\frac{1}{2}$  of SE $\frac{1}{4}$ ) to the Southeast corner thereof; thence North 6°59' West 1027.54 feet along the East line of said North one-half of the Southeast one-quarter (N $\frac{1}{2}$  of SE $\frac{1}{4}$ ) to the place of beginning.



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To have and to hold the said easement and right-of-way unto Maricopa County, a political subdivision of the State of Arizona and unto its successors and assigns forever, together with the right of ingress and egress to permit the economical operation and maintenance of said public highway and all incidents thereto, and together with the right to authorize, permit, and license the use thereof for utilities or other public purposes not inconsistent with its primary use as a highway.

And the Grantors hereby covenant that they are lawfully seized and possessed on this aforementioned tract or parcel of land; that they have a good and lawful right to sell and convey it; and that they will warrant the title and quiet possession thereto against the lawful claim of all persons, subject to easements of record.

The said easement to include the right to cut back and trim such portion of the branches and tops of the trees now growing or that may hereafter grow upon the above described premises, as may extend over said right-of-way, so as to prevent the same from interfering with the efficient maintenance and operation of said public highway.

In the event the right, privilege and easement herein granted shall be abandoned and permanently cease to be used for the purposes herein granted all rights herein granted shall cease and revert to the grantors, their heirs or assigns.

Wherever in the foregoing instrument the plural is used, it will be read as singular when necessary, and wherever words indicating gender are employed they will apply to either masculine, feminine or neuter as the context requires.

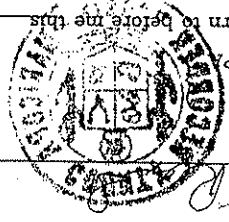
PROSTATIC COPIES REQUESTED  
MARICOPA COUNTY RECORDS DEPARTMENT

Date MAY 17 1982

ACCEPTED:  
MARICOPA COUNTY BOARD OF SUPERVISORS  
by James W. Murray Chairman of the Board

Recommended for approval: James W. Murray Right of Way Agent

My commission expires August 21, 1984



Subscribed and sworn to before me this 16 TH day of DECEMBER 1981  
SEAL: James W. Murray Notary Public

ATTEST: James W. Murray Deputy County Engineer

Clerk of Board of Supervisors  
Chas. Cunningham

Grantor

Grantor

Dated this 16 TH day of DECEMBER 1981

- THE GRANTOR \_\_\_\_\_ AGREE:
- To grant an easement for the above described land to the County of Maricopa for the general welfare and benefit of the public.
  - That Maricopa County may enter upon the remainder of Grantor's property for the purpose of accomplishing #B above.

DNT16038PT 285

NOW THEREFORE, in consideration of the same and further consideration hereinafter set forth, it is agreed, that this instrument contains the entire agreement between the parties hereto there being no further consideration paid than herein specified.

THE COUNTY OF MARICOPA AGREES:

- To use the above described land for the general welfare and benefit of the public.
- To relocate existing berm outside the new right-of-way line as described herein.



I do hereby certify that the within named instrument was recorded at request of  
16038 Pg 286-287 MARICOPA CO. BD. OF SUPERVISORS

Fee No.:

\_\_\_\_\_, Records of Maricopa County, Arizona.  
WITNESS my hand and official seal the day and year aforesaid.

EASEMENT (ES)

Fee: N-C

BILL HENRY

County Recorder

By R. Brown

Deputy Recorder

When recorded return to: MARICOPA COUNTY BOARD OF SUPERVISORS

Recorded at Request of  
Board of Supervisors.

**EASEMENT AND AGREEMENT FOR HIGHWAY PURPOSES** 104-71-10 ✓

Project No. 30107 - 67th Ave @ Salt River

Item No. U-1096

Louise M. Lottes

**GRANTORS,**

for and in consideration of the sum of One Dollar and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant to MARICOPA COUNTY, a political subdivision of the State of Arizona, its successors, and assigns, a permanent easement and right-of-way, for the following purposes, namely: The right to enter upon the hereinafter described land and grade, level, fill, drain, pave, build, maintain, repair and rebuild a road or highway, including incidental purposes consistent therewith, together with such bridges, culverts, ramps and cuts as may be necessary, on, over, under, and across the ground embraced within the right-of-way situated in the County of Maricopa, State of Arizona, and described as follows:

The South 379.80 feet of the West Twenty-two (22) feet of the East Fifty-five (55) feet of that part of the North one-half of the Southeast one-quarter (N $\frac{1}{2}$  of SE $\frac{1}{4}$ ) of Section Twenty-five (25), Township One (1) North, Range One (1) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona described as follows:

H.C.N.D.  
Proofed  
JRE  
W.N.A.  
7/19/81  
W.A.R.  
7/13/81  
Approved  
JRE  
5/14/82

BEGINNING at the Northeast corner of said North one-half of the Southeast one-quarter (N $\frac{1}{2}$  of SE $\frac{1}{4}$ ); running thence South 6°59' East along the East line thereof a distance of 665.98 feet to a point from which the Southeast corner of said North one-half of the Southeast one-quarter (N $\frac{1}{2}$  of SE $\frac{1}{4}$ ) bears South 6°59' East a distance of 1027.54 feet; thence South 74°33'45" West a distance of 1329.70 feet; thence South 70°23'45" West a distance of 403.27 feet; thence South 81°31'45" West a distance of 904.64 feet to a point on the West line of said North one-half of the Southeast one-quarter (N $\frac{1}{2}$  of SE $\frac{1}{4}$ ) from which the Southwest corner thereof bears South 7°01'45" East a distance of 398.36 feet; thence North 7°01'45" West along the West line of said North one-half of the Southeast one-quarter (N $\frac{1}{2}$  of SE $\frac{1}{4}$ ) a distance of 1308.81 feet more or less to the Northwest corner thereof; thence South 89°45' East along the North line of said North one-half of Southeast one-quarter (N $\frac{1}{2}$  of SE $\frac{1}{4}$ ) a distance of 2633.94 feet to the Northeast corner thereof, the point of beginning.



MARICOPA COUNTY BOARD OF SUPERVISORS  
RECORDED  
MAY 20 1982  
MARICOPA COUNTY, ARIZONA

To have and to hold the said easement and right-of-way unto Maricopa County, a political subdivision of the State of Arizona and unto its successors and assigns forever, together with the right of ingress and egress to permit the economical operation and maintenance of said public highway and all incidents thereto, and together with the right to authorize, permit, and license the use thereof for utilities or other public purposes not inconsistent with its primary use as a highway.

And the Grantors hereby covenant that they are lawfully seized and possessed on this aforementioned tract or parcel of land; that they have a good and lawful right to sell and convey it; and that they will warrant the title and quiet possession thereto against the lawful claim of all persons, subject to easements of record.

The said easement to include the right to cut back and trim such portion of the branches and tops of the trees now growing or that may hereafter grow upon the above described premises, as may extend over said right-of-way, so as to prevent the same from interfering with the efficient maintenance and operation of said public highway.

In the event the right, privilege and easement herein granted shall be abandoned and permanently cease to be used for the purposes herein granted all rights herein granted shall cease and revert to the grantors, their heirs or assigns.

Wherever in the foregoing instrument the plural is used, it will be read as singular when necessary, and wherever words indicating gender are employed they will apply to either masculine, feminine or neuter as the context requires.



STATE OF ARIZONA  
County of Maricopa

DKT 5042 PAGE 420

I hereby certify that the within instrument was filed and recorded

06542

Fee No.

IN DOCKET & Page

DKT 5042 PAGE 420

and indexed in

90638

1964 MAY 8 1 21  
MARICOPA CO. BD. OF SUPERVISORS

When recorded, return to:  
Maricopa County Board of Supervisors

**NO CHARGE**  
Recorded at Request of  
Board of Supervisors.

Witness my hand and official seal.

CLIFFORD H. WARD  
County Recorder

By

*[Signature]*  
Deputy Recorder

**Q1-DEED**

Compared  
Photostated  
Fee:

*n/c*

### EASEMENT FOR HIGHWAY PURPOSES

ITEM NO. DD 2600

R/W Z-583

JAMES W. ALLAN AND LOUISE ALLAN, his wife 104-20-1

#### GRANTORS,

for and in consideration of the sum of One Dollar and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant to MARICOPA COUNTY, a political subdivision of the State of Arizona, its successors, and assigns, a permanent easement and right-of-way, for the following purposes, namely: The right to enter upon the hereinafter described land and grade, level, fill, drain, pave, build, maintain, repair and rebuild a road or highway, including incidental purposes consistent therewith, together with such bridges, culverts, ramps and cuts as may be necessary, on, over, under, and across the ground embraced within the right-of-way situated in the County of Maricopa, State of Arizona, and described as follows:

The East Twenty-two(22) feet of the West Fifty-five(55) feet and the North Twenty-two(22) feet of the South Fifty-five(55) feet of the West One-half of the Southwest One-quarter of the Southwest One-quarter( $W\frac{1}{2}$  of  $SW\frac{1}{4}$  of  $SW\frac{1}{4}$ ) of Section Twenty-five (25), Township One(1) North, Range One(1) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

M.C.H.D.  
Proofed  
*[Signature]*  
Checked  
*[Signature]*  
Approved  
*[Signature]*

To have and to hold the said easement and right-of-way unto Maricopa County, a political subdivision of the State of Arizona and unto its successors and assigns forever, together with the right of ingress and egress to permit the economical operation and maintenance of said public highway and all incidents thereto, and together with the right to authorize, permit, and license the use thereof for utilities or other public purposes not inconsistent with its primary use as a highway.

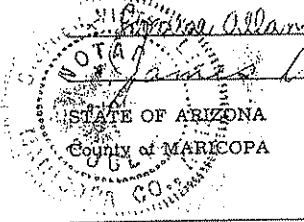
And the Grantors hereby covenant that they are lawfully seized and possessed on this aforementioned tract or parcel of land; that they have a good and lawful right to sell and convey it; and that they will warrant the title and quiet possession thereto against the lawful claim of all persons.

The said easement to include the right to cut back and trim such portion of the branches and tops of the trees now growing or that may hereafter grow upon the above described premises, as may extend over said right-of-way, so as to prevent the same from interfering with the efficient maintenance and operation of said public highway.

In the event the right, privilege and easement herein granted shall be abandoned and permanently cease to be used for the purposes herein granted all rights herein granted shall cease and revert to the grantors, their heirs or assigns.

Wherever in the foregoing instrument the plural is used, it will be read as singular when necessary, and wherever words indicating gender are employed they will apply to either masculine, feminine or neuter as the context requires.

Dated this 2<sup>nd</sup> day of May, 1964



*[Signature]* (Seal) \_\_\_\_\_ (Seal)  
*[Signature]* (Seal) \_\_\_\_\_ (Seal)

This instrument was acknowledged before me this 6<sup>th</sup> day of

May, 1964 by

JAMES W. ALLAN AND LOUISE ALLAN, his wife

FORM 95-18 (REV. 7-24-63)

*[Signature]*  
Notary Public

My commission expires Jan. 22, 1967

28

23977

C13  
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IN REPLY REFER TO



# United States Department of the Interior

## BUREAU OF LAND MANAGEMENT

ARIZONA STATE OFFICE  
2400 VALLEY BANK CENTER

EASEMENT (ES)

R/W (943)  
A-17221 (JLJ)

WHEN RECORDED RETURN TO:  
Maricopa County Highway Dept.  
Real Estate Division

PHOENIX, ARIZONA 85073  
(602) 261-4774

Request of  
Board of Supervisors.

January 20, 1982 104-65-

### DECISION

RIGHT-OF-WAY GRANTED 1/

### Details of Grant

DKT 15786 PG 704 ✓

GRAVE / SALT RIVER KING  
104-7-000 A  
SEC 30-1N26, Lot 3



Serial Number of Grant: A-17221

Name of Grantee: Maricopa County Board of Supervisors

Map Showing the Location and Dimensions of Grant:

Map Designations: WO 30107; U-1098

Date Filed: August 6, 1981

Permitted Use by Grantee: Easement for road (150' width from Station 16+93.09 to Station 24+00 and 55' width from Station 24+00 to Station 33+86.18)

Authority for Grant: Act of October 21, 1976, 90 Stat. 2776,  
43 U.S.C. 1761 (Public Law 94-579)

Regulations Applicable to Grant:

Code Reference: 43 CFR 2800

Circular Numbers: 2468

Date of Grant: January 20, 1982

Expiration Date of Grant: January 19, 2012

Rental: None. (Governmental agency)

Amount:-----

When Payable by Grantee:-----

ACCEPTANCE BY APPLICANT: Applicant hereby accepts all terms and conditions of the grant, as set forth in the attachments hereto.

*[Signature]*  
Applicant's Signature  
**CHAIRMAN**  
**BOARD OF SUPERVISORS**  
**Maricopa County, Arizona**  
Title

Date JAN 4 1982

1/ Grant effective when executed and dated by the Bureau of Land Management Authorized Officer.

Pursuant to the authority vested in the undersigned officer by Bureau Order No. 701 of July 23, 1964 (20 F.R. 10526), a right-of-way, the details of which are shown above, is hereby granted, subject to the following terms and conditions:

1. All valid rights existing on the date of the grant;
2. All applicable regulations in 43 CFR 2800 and regulations to be promulgated by the Secretary of the Interior pursuant to the Federal Land Policy and Management Act of October 21, 1976 (P.L. 94-579);
3. The right-of-way herein granted shall be subject to the express covenant that it will be modified, adapted, or discontinued if found by the Secretary to be necessary, without liability or expense to the United States, so as not to conflict with the use and occupancy of the land for any authorized works which may be hereafter constructed thereon under the authority of the United States;
4. At least 10 days in advance of beginning construction activities on the public lands, the grantee shall submit a timetable of construction to the appropriate BLM District Manager. (If construction is to begin upon receipt of the permit, the grantee shall immediately contact the District Manager to advise of the immediate construction, and to discuss the timetable of construction.)
5. The permittee shall survey and clearly mark the exterior limits of the right-of-way during construction. All activities directly or indirectly associated with construction or maintenance must be conducted within the limits of the right-of-way; removal of vegetation shall be restricted to that absolutely essential to construction or maintenance;
6. The permittee shall immediately report to the Bureau of Land Management authorized officer any archaeological (prehistoric and historic) or paleontological remains that are encountered during construction or maintenance, and will suspend all work in connection with the right-of-way until final archaeological or paleontological clearance is granted;

Terms and Conditions of Grant

7. The permittee shall comply with the applicable Federal and State laws and regulations concerning the use of pesticides (i.e., insecticides, herbicides, fungicides, rodenticides, and other similar substances) in all activities/operations under this permit. The permittee shall obtain from the BLM Authorized Officer approval of a written plan prior to the use of such substances. The plan must provide the type and quantity of material to be used; the pest, insect, fungus, etc. to be controlled; the method of application; the location for storage and disposal of containers; and other information that the BLM Authorized Officer may require. The plan should be submitted no later than December 1 of any calendar year that covers the proposed activities for the next fiscal year (i.e., December 1 deadline for the Federal fiscal year beginning the following October 1). Emergency use of pesticides may at times be necessary; in these instances, notification shall be furnished the BLM Authorized Officer either by telephone or personal visit prior to application of the pesticide. The use of substances on or near the right-of-way shall be in accordance with the approved plan. A pesticide shall not be used if the Secretary of the Interior has prohibited its use. A pesticide shall be used only in accordance with its registered uses and within other limitations if the Secretary has imposed limitations. Pesticides shall not be permanently stored on public lands authorized for use under this permit.
8. The permittee shall, subsequent to construction and prior to commencing operations, submit to the BLM Authorized Officer a Certificate of Construction, verifying that the facility has been constructed and tested in accordance with the terms of the right-of-way grant, and in compliance with any required plans and specifications, and applicable Federal and State laws and regulations.
9. Upon completion of construction, the lands within the right-of-way, but lying outside the area of construction, shall be restored to as near their natural condition as possible, subject to approval by the District Manager;
10. This right-of-way reserves to the Secretary of the Interior, or lawful delegate, the right to grant additional rights-of-way or permits for compatible uses over, under or adjacent to the land involved in this grant;
11. This right-of-way may be renewed. If renewed, the right-of-way will be subject to regulations existing at the time of renewal, and such other terms and conditions deemed necessary to protect the public interest;

12. This permit is issued subject to the enclosed Civil Rights Stipulations, Form 1814-2 and Form 1814-3.

13. This permit shall be reviewed at the end of the twentieth year and at regular intervals thereafter.

14. This permit is issued subject to the enclosed Bureau of Reclamation Stipulation, Form 300-8(a).

15. This permit is issued subject to all existing Salt River Project facilities, including fencing, ditches, culverts, and a powerline. Any relocation or modification of Salt River Project's facilities required in connection with this road right-of-way shall be at the permittee's expense.

Public lands affected by this right-of-way are described as follows:

T. 1 N., R. 2 E., GSR Mer., Arizona  
Section 30, lot 3.

*Mario L. Lopez*  
Mario L. Lopez  
Chief, Branch of Lands and Minerals Operations

Enclosures

- Encl. 1 - Fence Instructions
- Encl. 2 - Certificate of Construction
- Encl. 3 - Form 1814-2
- Encl. 4 - Form 1814-3
- Encl. 5 - Form 300-8(a)

cc: Regional Director, Lower Colorado Regional Office, Bureau of Reclamation,  
P. O. Box 427, Boulder City, Nevada. 89005  
X Maricopa County Highway Department, 3325 West Durango Street, Phoenix,  
Arizona 85009  
Phoenix District Office, BLM

JAN 25 1982 -4 45

STATE OF ARIZONA } ss  
County of Maricopa }  
I hereby certify that the within instrument was filed and recorded at request of

*County Registrar*

in Docket 15786  
on Page 704-707  
Witness my hand and official seal the day and year aforesaid.

*Bill Offery*

County Recorder

Deputy Recorder

By *William*  
n-1



I do hereby certify that the within named instrument was recorded at request of : Fee No. 71527

MARICOPA CO. OF SUPERVISORS 3249

Records of Maricopa County, Arizona. 289-290  
WITNESS my hand and official seal the day and year aforesaid. MAY 20 1982 - 8 15

Fee: N/C

By: [Signature] Deputy Recorder  
County Recorder  
When recorded return to: MARICOPA COUNTY BOARD OF SUPERVISORS

DRAINAGE EASEMENT

104-71-2A  
DKT 16038PG 289

Project # 30107 - 67th Ave @ Salt River  
Item # U-1097-2

KNOW ALL MEN BY THESE PRESENTS:

That Amcord Inc., a Delaware Corporation

hereinafter called the GRANTOR, for and in consideration of the sum of One Dollar and other valuable consideration, receipt of which is hereby acknowledged, has granted and does hereby grant unto Maricopa County, a political subdivision of the State of Arizona, hereinafter called the GRANTEE, and to its agents, successors and assigns, the right, privilege and easement to:

construct and maintain a drainage channel and appurtenant structures through, over, under and across lands owned by the GRANTOR, the particular location of said easement being described as follows:

The East 95 feet of the West 150 feet of that part of the South one-half of the Southwest one-quarter (S $\frac{1}{2}$  of SW $\frac{1}{4}$ ) of Section Thirty (30), Township One (1) North, Range Two (2) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona lying Northerly of the Easterly prolongation of the line of Engineer's Highway Station 12+00 as shown on the approved plans for 67th Avenue at the Salt River, Work Order No. 30107, Maricopa County Highway Department, Maricopa County, Arizona.. (Map illustrating same attached hereto and made a part hereof.)

M.C.H.D. Proofed TPE  
Checked  
Approved

Grantee agrees to indemnify and hold harmless Grantor against any and all demands, damages, suits, actions, expenses, costs and judgments that may be brought or had against Grantor for any injury or death to any person or persons or damage to property that is caused by the presence or operations of Grantee, its contractors, agents and employees.

The GRANTEE or its agents, successors and assigns shall at all reasonable times have the right of full and free ingress and egress to said easement for the purposes heretofore specified.

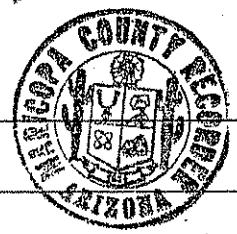
The covenants and agreements herein set forth shall extend and inure in favor and to the benefit of and shall be binding on the heirs, successors in ownership and estate, assigns and lessees of the respective parties hereto.

Dated this 19th day of January, 1982.

AMCORD, INC.

Grantor  
By: [Signature]  
Grantor Robert V. Barnes, Exec. Vice-President

BY LAWI DEPT  
Date 1-19-82



STATE OF TEXAS }  
COUNTY OF DALLAS } ss.  
MARICOPA

Subscribed and sworn to before me this 19th day of January, 1982

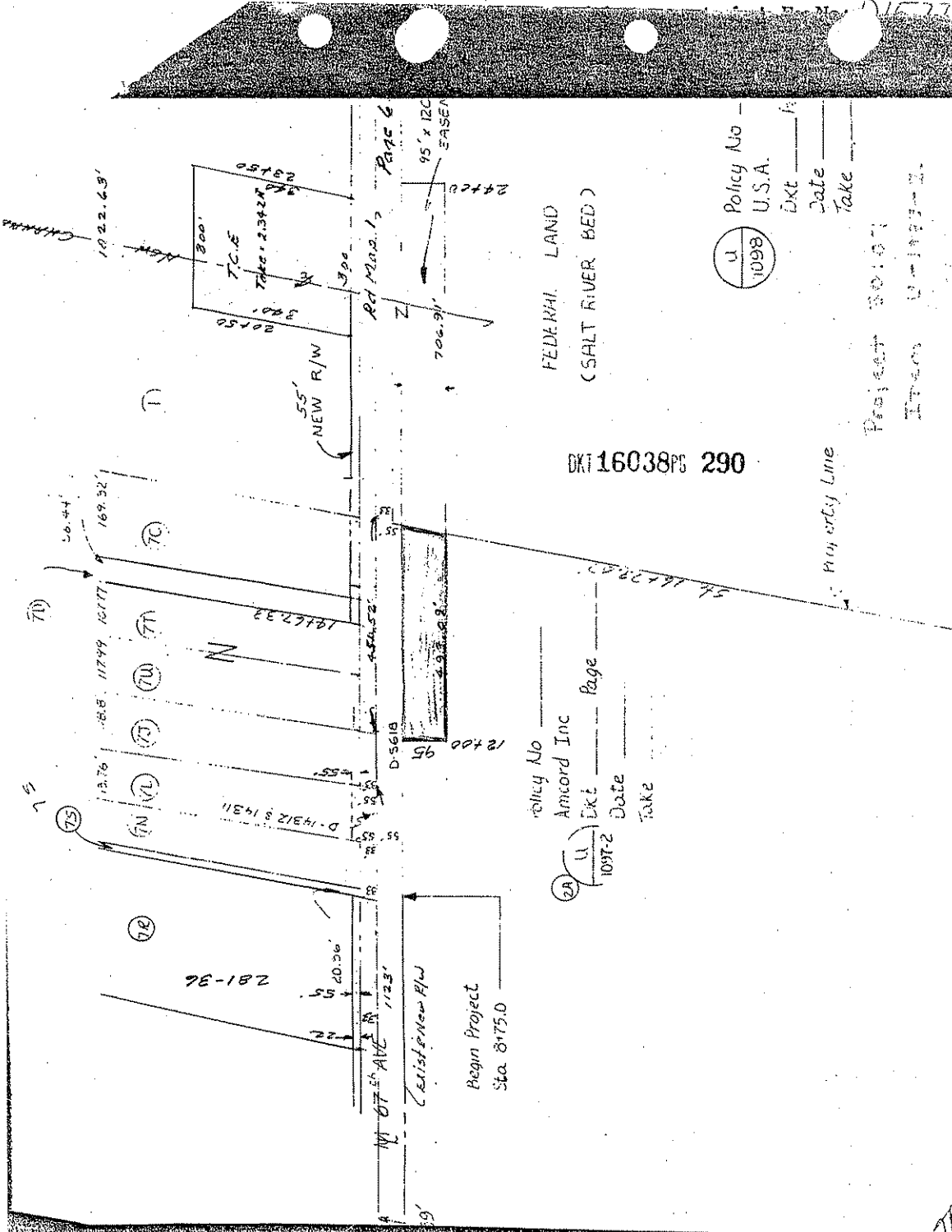
My commission expires 3-1-85 [Signature] Notary Public SEAL:

Recommended for approval: [Signature] Right of Way Agent [Signature] County Engineer

ACCEPTED: MARICOPA COUNTY BOARD OF SUPERVISORS

ATTEST: [Signature] Clerk of Board of Supervisors

by [Signature] Chairman of the Board



DKT 16038PG 290

Policy No. U.S.A. 1098  
 Dkt. \_\_\_\_\_  
 Date \_\_\_\_\_  
 Take \_\_\_\_\_

Project 30107  
 IT-001 U-11177-2

Policy No. Amcord Inc  
 Dkt. 1097-2  
 Date \_\_\_\_\_  
 Take \_\_\_\_\_

DALLAS } ss.  
 COUNTY OF MARICOPA }

Subscribed and sworn to before me this 19th day of January, 1982

My commission expires 3-1-85  
 Notary Public Dana Vandoren SEAL:

Recommended for approval: James W. Davis Right of Way Agent  
[Signature] County Engineer

ACCEPTED:  
 MARICOPA COUNTY BOARD OF SUPERVISORS  
 by [Signature] Chairman of the Board  
 ATTEST: [Signature] Clerk of Board of Supervisors

I do hereby certify that the within named instrument was recorded at request of  
Jackie 16007 Page 1130-1131 MARICOPA CO. BD. OF SUPERVISORS

Fee  
D15268  
140379

Records of Maricopa County, Arizona.  
WITNESS my hand and official seal the day and year aforesaid.

Fee: n.c

BILL HENRY

By Sally O...

County Recorder

Deputy Recorder

When recorded return to: MARICOPA COUNTY BOARD OF SUPERVISORS

Recorded at Request of  
Board of Supervisors.

EASEMENT (ES)

EASEMENT AND AGREEMENT FOR HIGHWAY PURPOSES

104-71-7C

Project No. 30107 - 67th Ave @ Salt River

Item No. U-1094

B.L. Clifton And Doris F. Clifton GRANTORS,

for and in consideration of the sum of One Dollar and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant to MARICOPA COUNTY, a political subdivision of the State of Arizona, its successors, and assigns, a permanent easement and right-of-way, for the following purposes, namely: The right to enter upon the hereinafter described land and grade, level, fill, drain, pave, build, maintain, repair and rebuild a road or highway, including incidental purposes consistent therewith, together with such bridges, culverts, ramps and cuts as may be necessary, on, over, under, and across the ground embraced within the right-of-way situated in the County of Maricopa, State of Arizona, and described as follows:

The West Twenty-two (22) feet of the East Fifty-five (55) feet of that part of the Southeast one-quarter of the Southeast one-quarter (SE $\frac{1}{4}$  of SE $\frac{1}{4}$ ) of Section Twenty-five (25), Township One (1) North, Range One (1) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona described as follows:

BEGINNING at the Northeast corner of the Southeast one-quarter of the Southeast one-quarter (SE $\frac{1}{4}$  of SE $\frac{1}{4}$ ) of said Section 25; thence South 6° 39' East along the East line of said Section 25 a distance of 169.32 feet; thence North 89°49' West parallel to the North line of the Southeast one-quarter of the Southeast one-quarter (SE $\frac{1}{4}$  of SE $\frac{1}{4}$ ) of said Section 25, a distance of 771.36 feet to the East line of the parcel of land described in Judgment entered in Cause No. 81874, a certified copy of which is recorded in Docket 1564, Page 491; thence North 6°39' West along said East line a distance of 169.32 feet to the North line of the Southeast one-quarter of the Southeast one-quarter of said Section 25; thence East along the North line of the Southeast one-quarter of the Southeast one-quarter (SE $\frac{1}{4}$  of SE $\frac{1}{4}$ ) of Section 25 a distance of 771.36 feet to the point of beginning.

N.C.H.D.  
Proofed  
JKF  
7/13/82  
Checked  
JKF  
7/13/82  
Approved  
JKF  
7/13/82



To have and to hold the said easement and right-of-way unto Maricopa County, a political subdivision of the State of Arizona and unto its successors and assigns forever, together with the right of ingress and egress to permit the economical operation and maintenance of said public highway and all incidents thereto, and together with the right to authorize, permit, and license the use thereof for utilities or other public purposes not inconsistent with its primary use as a highway.

And the Grantors hereby covenant that they are lawfully seized and possessed on this aforementioned tract or parcel of land; that they have a good and lawful right to sell and convey it; and that they will warrant the title and quiet possession thereto against the lawful claim of all persons, subject to easements of record.

The said easement to include the right to cut back and trim such portion of the branches and tops of the trees now growing or that may hereafter grow upon the above described premises, as may extend over said right-of-way, so as to prevent the same from interfering with the efficient maintenance and operation of said public highway.

In the event the right, privilege and easement herein granted shall be abandoned and permanently cease to be used for the purposes herein granted all rights herein granted shall cease and revert to the grantors, their heirs or assigns.

Wherever in the foregoing instrument the plural is used, it will be read as singular when necessary, and wherever words indicating gender are employed they will apply to either masculine, feminine or neuter as the context requires.

NOW THEREFORE, in consideration of the same and further consideration hereinafter set forth, it is agreed, that this instrument contains the entire agreement between the parties hereto there being no further consideration paid than herein specified.

DKT 16007761131

THE COUNTY OF MARICOPA AGREES:

- A. To use the above described land for the general welfare and benefit of the public.
- B. To pay the Grantor the sum of Eight Hundred and Fifty Dollars (\$850) for the right-of-way described herein.

THE GRANTOR \_\_\_\_\_ AGREE \_\_\_\_\_:

- 1. To grant an easement for the above described land to the County of Maricopa for the general welfare and benefit of the public.
- 2. To accept the sum of Eight Hundred and Fifty Dollars (\$850) for the right-of-way described herein.

Dated this 2 day of April, 1982

B. L. Clifton \_\_\_\_\_ Grantor  
Doris F. Clifton \_\_\_\_\_ Grantor

STATE OF ARIZONA }  
COUNTY OF MARICOPA } ss.

Subscribed

My commission

Recommended f

ACCEPTED:  
MARICOPA CO  
SUPERVISORS

by [Signature]  
Cl

Date 4 -

PHOTOSTATIC COPIES REQUESTED  
JAMES R. KELLEY HIGHWAY DEPT.  
TOLSON ST. CLAY P & Z CO. PA.

MAY 20 1982 -3 15

65275

I do hereby certify that the within named instrument was recorded at request of  
MARICOPA CO. BD. OF SUPERVISORS

Fee No.:

EASEMENT ~~EST~~

REF 16038 Pg 284-285

Records of Maricopa County, Arizona.  
WITNESS my hand and official seal the day and year aforesaid.

Fee:

NC

BILL HENRY

By

*[Signature]*

County Recorder

Deputy Recorder

When recorded return to: MARICOPA COUNTY BOARD OF SUPERVISORS

Recorded at Request of  
Board of Supervisors

# EASEMENT AND AGREEMENT FOR HIGHWAY PURPOSES 104-71-1 ✓

Project No. 30107 - 67th Ave @ Salt River

Item No. U-1095

Thelma D. Reeves and Lillian Victoria Reeves

## GRANTORS,

for and in consideration of the sum of One Dollar and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant to MARICOPA COUNTY, a political subdivision of the State of Arizona, its successors, and assigns, a permanent easement and right-of-way, for the following purposes, namely: The right to enter upon the hereinafter described land and grade, level, fill, drain, pave, build, maintain, repair and rebuild a road or highway, including incidental purposes consistent therewith, together with such bridges, culverts, ramps and cuts as may be necessary, on, over, under, and across the ground embraced within the right-of-way situated in the County of Maricopa, State of Arizona, and described as follows:

The West Twenty-two (22) feet of the East Fifty-five (55) feet of that part of the North one-half of the Southeast one-quarter (N $\frac{1}{2}$  of SE $\frac{1}{4}$ ) of Section Twenty-five (25), Township One (1) North, Range One (1) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona described as follows:

BEGINNING at a point on the East line of said North one-half of the Southeast one-quarter (N $\frac{1}{2}$  of SE $\frac{1}{4}$ ) which bears South 6°59' East 665.98 feet from the Northeast corner thereof; thence South 74°33' 45" West 1329.70 feet; thence South 70°23'45" West 403.27 feet; thence South 81°31' 45" West 904.64 feet to a point on the West line of said North one-half of the Southeast one-quarter (N $\frac{1}{2}$  of SE $\frac{1}{4}$ ); thence South 7°01' 45" East 398.36 feet along the West line of said North one-half of the Southeast one-quarter (N $\frac{1}{2}$  of SE $\frac{1}{4}$ ) to the Southwest corner thereof; thence South 89°57'15" East 2632.58 feet along the South line of said North one-half of the Southeast one-quarter (N $\frac{1}{2}$  of SE $\frac{1}{4}$ ) to the Southeast corner thereof; thence North 6°59' West 1027.54 feet along the East line of said North one-half of the Southeast one-quarter (N $\frac{1}{2}$  of SE $\frac{1}{4}$ ) to the place of beginning.

REC'D  
JRH  
JWH  
1795  
JWH  
7-13-81  
JWH  
7-17-81



To have and to hold the said easement and right-of-way unto Maricopa County, a political subdivision of the State of Arizona and unto its successors and assigns forever, together with the right of ingress and egress to permit the economical operation and maintenance of said public highway and all incidents thereto, and together with the right to authorize, permit, and license the use thereof for utilities or other public purposes not inconsistent with its primary use as a highway.

And the Grantors hereby covenant that they are lawfully seized and possessed on this aforementioned tract or parcel of land; that they have a good and lawful right to sell and convey it; and that they will warrant the title and quiet possession thereto against the lawful claim of all persons, subject to easements of record.

The said easement to include the right to cut back and trim such portion of the branches and tops of the trees now growing or that may hereafter grow upon the above described premises, as may extend over said right-of-way, so as to prevent the same from interfering with the efficient maintenance and operation of said public highway.

In the event the right, privilege and easement herein granted shall be abandoned and permanently cease to be used for the purposes herein granted all rights herein granted shall cease and revert to the grantors, their heirs or assigns.

Wherever in the foregoing instrument the plural is used, it will be read as singular when necessary, and wherever words indicating gender are employed they will apply to either masculine, feminine or neuter as the context requires.

I do hereby certify that the within named instrument was recorded at request of  
16038 286-287 CU. JTY  
MARICOPA CO. BD. OF SUPERVISORS

Fee No.:

\_\_\_\_\_, Records of Maricopa County, Arizona.  
WITNESS my hand and official seal the day and year aforesaid.

EASEMENT FEE

Fee: N-C

PHIL MERRY

By R. Brown  
Deputy Recorder

When recorded return to: MARICOPA COUNTY BOARD OF SUPERVISORS

Recorded at Request of  
Board of Supervisors

**EASEMENT AND AGREEMENT FOR HIGHWAY PURPOSES** 104-71-10 ✓

Project No. 30107 - 67th Ave @ Salt River

Item No. U-1096

Louise M. Lottes

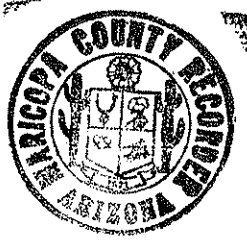
**GRANTORS,**

for and in consideration of the sum of One Dollar and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant to MARICOPA COUNTY, a political subdivision of the State of Arizona, its successors, and assigns, a permanent easement and right-of-way, for the following purposes, namely: The right to enter upon the hereinafter described land and grade, level, fill, drain, pave, build, maintain, repair and rebuild a road or highway, including incidental purposes consistent therewith, together with such bridges, culverts, ramps and cuts as may be necessary, on, over, under, and across the ground embraced within the right-of-way situated in the County of Maricopa, State of Arizona, and described as follows:

The South 379.80 feet of the West Twenty-two (22) feet of the East Fifty-five (55) feet of that part of the North one-half of the Southeast one-quarter (N $\frac{1}{2}$  of SE $\frac{1}{4}$ ) of Section Twenty-five (25), Township One (1) North, Range One (1) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona described as follows:

M.C.N.D.  
Proofed  
JRE  
7/19/82  
Checked  
WJK  
7/13/82  
Approved  
Dea  
5/14/82

BEGINNING at the Northeast corner of said North one-half of the Southeast one-quarter (N $\frac{1}{2}$  of SE $\frac{1}{4}$ ); running thence South 6°59' East along the East line thereof a distance of 665.98 feet to a point from which the Southeast corner of said North one-half of the Southeast one-quarter (N $\frac{1}{2}$  of SE $\frac{1}{4}$ ) bears South 6°59' East a distance of 1027.54 feet; thence South 74°33'45" West a distance of 1329.70 feet; thence South 70°23'45" West a distance of 403.27 feet; thence South 81°31'45" West a distance of 904.64 feet to a point on the West line of said North one-half of the Southeast one-quarter (N $\frac{1}{2}$  of SE $\frac{1}{4}$ ) from which the Southwest corner thereof bears South 7°01'45" East a distance of 398.36 feet; thence North 7°01'45" West along the West line of said North one-half of the Southeast one-quarter (N $\frac{1}{2}$  of SE $\frac{1}{4}$ ) a distance of 1308.81 feet more or less to the Northwest corner thereof; thence South 89°45' East along the North line of said North one-half of Southeast one-quarter (N $\frac{1}{2}$  of SE $\frac{1}{4}$ ) a distance of 2633.94 feet to the Northeast corner thereof, the point of beginning.



To have and to hold the said easement and right-of-way unto Maricopa County, a political subdivision of the State of Arizona and unto its successors and assigns forever, together with the right of ingress and egress to permit the economical operation and maintenance of said public highway and all incidents thereto, and together with the right to authorize, permit, and license the use thereof for utilities or other public purposes not inconsistent with its primary use as a highway.

And the Grantors hereby covenant that they are lawfully seized and possessed on this aforementioned tract or parcel of land; that they have a good and lawful right to sell and convey it; and that they will warrant the title and quiet possession thereto against the lawful claim of all persons, subject to easements of record.

The said easement to include the right to cut back and trim such portion of the branches and tops of the trees now growing or that may hereafter grow upon the above described premises, as may extend over said right-of-way, so as to prevent the same from interfering with the efficient maintenance and operation of said public highway.

In the event the right, privilege and easement herein granted shall be abandoned and permanently cease to be used for the purposes herein granted all rights herein granted shall cease and revert to the grantors, their heirs or assigns.

Wherever in the foregoing instrument the plural is used, it will be read as singular when necessary, and wherever words indicating gender are employed they will apply to either masculine, feminine or neuter as the context requires.

I do hereby certify that the within named instrument was recorded at request of : Fee No.: D15277

MARICOPA CO. BD. OF SUPERVISORS

56249

EASEMENT (MS)

09 289-290

WITNESS my hand and official seal the day and year aforesaid. MAY 20 1982 - 3 45

Fee: N-C

BILL HENRY

By [Signature]

County Recorder

Deputy Recorder

When recorded return to: MARICOPA COUNTY BOARD OF SUPERVISORS

Recorded at Request of

\* Phoenix

104-71-2A

DRAINAGE EASEMENT

DKT 16038PG 289

Project # 30107 - 67th Ave @ Salt River

Item # U-1097-2

KNOW ALL MEN BY THESE PRESENTS:

That Ancord Inc., a Delaware Corporation

104-71-2A

hereinafter called the GRANTOR, for and in consideration of the sum of One Dollar and other valuable consideration, receipt of which is hereby acknowledged, has granted and does hereby grant unto Maricopa County, a political subdivision of the State of Arizona hereinafter called the GRANTEE, and to its agents, successors and assigns, the right, privilege and easement to:

construct and maintain a drainage channel and appurtenant structures.

through, over, under and across lands owned by the GRANTOR, the particular location of said easement being described as follows:

The East 95 feet of the West 150 feet of that part of the South one-half of the Southwest one-quarter (S $\frac{1}{2}$  of SW $\frac{1}{4}$ ) of Section Thirty (30), Township One (1) North, Range Two (2) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona lying Northerly of the Easterly prolongation of the line of Engineer's Highway Station 12+00 as shown on the approved plans for 67th Avenue at the Salt River, Work Order No. 30107, Maricopa County Highway Department, Maricopa County, Arizona. (Map illustrating same attached hereto and made a part hereof.)

M.C.H.D. Proofed JRE 7/14/82 Directed 6/2/82 Approved 7/6/82 15/14/82

Grantee agrees to indemnify and hold harmless Grantor against any and all demands, damages, suits, actions, expenses, costs and judgments that may be brought or had against Grantor for any injury or death to any person or persons or damage to property that is caused by the presence or operations of Grantee, its contractors, agents and employees.

The GRANTEE or its agents, successors and assigns shall at all <sup>reasonable</sup> times have the right of full and free ingress and egress to said easement for the purposes heretofore specified.

The covenants and agreements herein set forth shall extend and inure in favor and to the benefit of and shall be binding on the heirs, successors in ownership and estate, assigns and lessees of the respective parties hereto.

Dated this 19th day of January, 19 82.

ANCORD, INC.

Grantor \_\_\_\_\_ Grantor

By: [Signature] Grantor Robert V. Barnes, Exec. Vice-President

STATE OF ~~ARIZONA~~ }  
DALLAS } ss.  
COUNTY OF ~~MARICOPA~~ }

Subscribed and sworn to before me this 19th day of January, 19 82

My commission expires 3-1-85 [Signature] SEAL: Notary Public

Recommended for approval: [Signature] Right of Way Agent [Signature] County Engineer

ACCEPTED: MARICOPA COUNTY BOARD OF SUPERVISORS by [Signature] Chairman of the Board

ATTEST: [Signature] Clerk of Board of Supervisors

Date \_\_\_\_\_





\* Phoenix

DO6542

STATE OF ARIZONA  
County of Maricopa

ss. I hereby certify that the within instrument was filed and recorded

DKT 5042 PAGE 420

100 72

Fee No.

IN DOCKET & Page and indexed in

DKT 5042 PAGE 420

90638

1964 MAY 8 1 21  
MARICOPA CO. BD. OF SUPERVISORS

Witness my hand and official seal.

Q1-DEED

When recorded, return to:  
Maricopa County Board of Supervisors

CLIFFORD H. WARD  
County Recorder

Compared  
Photostated  
Fee:

**NO CHARGE**  
Recorded at Request of  
Board of Supervisors.

By

*[Signature]*  
Deputy Recorder

*n/c*

### EASEMENT FOR HIGHWAY PURPOSES

ITEM NO. DD 2600

R/W Z-583

JAMES W. ALLAN AND LOUISE ALLAN, his wife 100-70-1

#### GRANTORS,

for and in consideration of the sum of One Dollar and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant to MARICOPA COUNTY, a political subdivision of the State of Arizona, its successors, and assigns, a permanent easement and right-of-way, for the following purposes, namely: The right to enter upon the hereinafter described land and grade, level, fill, drain, pave, build, maintain, repair and rebuild a road or highway, including incidental purposes consistent therewith, together with such bridges, culverts, ramps and cuts as may be necessary, on, over, under, and across the ground embraced within the right-of-way situated in the County of Maricopa, State of Arizona, and described as follows:

The East Twenty-two(22) feet of the West Fifty-five(55) feet and the North Twenty-two(22) feet of the South Fifty-five(55) feet of the West One-half of the Southwest One-quarter of the Southwest One-quarter( $W\frac{1}{2}$  of  $SW\frac{1}{4}$  of  $SW\frac{1}{4}$ ) of Section Twenty-five (25), Township One(1) North, Range One(1) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

M.C.H.D.  
Proofed  
*[Signature]*  
MRS  
4/22/64  
Checked  
*[Signature]*  
4/22/64  
MRS  
4/22/64

To have and to hold the said easement and right-of-way unto Maricopa County, a political subdivision of the State of Arizona and unto its successors and assigns forever, together with the right of ingress and egress to permit the economical operation and maintenance of said public highway and all incidents thereto, and together with the right to authorize, permit, and license the use thereof for utilities or other public purposes not inconsistent with its primary use as a highway.

And the Grantors hereby covenant that they are lawfully seized and possessed on this aforementioned tract or parcel of land; that they have a good and lawful right to sell and convey it; and that they will warrant the title and quiet possession thereto against the lawful claim of all persons.

The said easement to include the right to cut back and trim such portion of the branches and tops of the trees now growing or that may hereafter grow upon the above described premises, as may extend over said right-of-way, so as to prevent the same from interfering with the efficient maintenance and operation of said public highway.

In the event the right, privilege and easement herein granted shall be abandoned and permanently cease to be used for the purposes herein granted all rights herein granted shall cease and revert to the grantors, their heirs or assigns.

Wherever in the foregoing instrument the plural is used, it will be read as singular when necessary, and wherever words indicating gender are employed they will apply to either masculine, feminine or neuter as the context requires.

Dated this 2<sup>nd</sup> day of May, 1964

*[Signature]* (Seal) \_\_\_\_\_ (Seal)

*[Signature]* (Seal) \_\_\_\_\_ (Seal)

This instrument was acknowledged before me this 6<sup>th</sup> day of

May, 1964 by

JAMES W. ALLAN AND LOUISE ALLAN, his wife

FORM 95-16 (REV. 7-24-63)

*[Signature]*  
My Commission Expires Jan. 22, 1967

Notary Public

(28)



United States Department of the Interior

BUREAU OF LAND MANAGEMENT

ARIZONA STATE OFFICE
2400 VALLEY BANK CENTER
PHOENIX, ARIZONA 85073
(602) 261-4774

EASEMENT (ES)

23977

DIS191
IN REPLY REFER TO

R/W (943)
A-17221 (JLJ)

RETURN TO:
Highway Data
Section

Request of
Supervisors.

January 20, 1982 104-65-

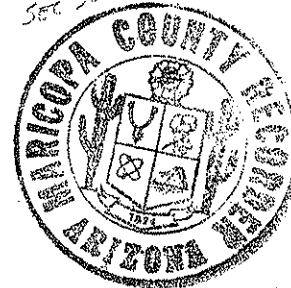
DECISION

RIGHT-OF-WAY GRANTED 1/

Details of Grant

DKT 15786 PG 704

67415 / Supervisor King
104-7-000 A
Sec 30-1925, Lot 3



Serial Number of Grant: A-17221

Name of Grantee: Maricopa County Board of Supervisors

Map Showing the Location and Dimensions of Grant:

Map Designations: WO 30107; U-1098

Date Filed: August 6, 1981

Permitted Use by Grantee: Easement for road (150' width from Station 16+93.09 to Station 24+00 and 55' width from Station 24+00 to Station 33+86.18)

Authority for Grant: Act of October 21, 1976, 90 Stat. 2776, 43 U.S.C. 1761 (Public Law 94-579)

Regulations Applicable to Grant:

Code Reference: 43 CFR 2800

Circular Numbers: 2468

Date of Grant: January 20, 1982

Expiration Date of Grant: January 19, 2012

Rental: None. (Governmental agency)

Amount:-----

When Payable by Grantee:-----

BLM - LAND
WITHDRAWN FOR
REC & PUB Purposes
Rio Salado Oeste
12-5-01 See
Attached

ACCEPTANCE BY APPLICANT: Applicant hereby accepts all terms and conditions of the grant, as set forth in the attachments hereto.

[Signature]

Applicant's Signature
CHAIRMAN
BOARD OF SUPERVISORS
Maricopa County, Arizona

Date JAN 4 1982

Title

1/ Grant effective when executed and dated by the Bureau of Land Management Authorized Officer.

Terms and Conditions of Grant

Pursuant to the authority vested in the undersigned officer by Bureau Order No. 701 of July 23, 1964 (20 F.R. 10526), a right-of-way, the details of which are shown above, is hereby granted, subject to the following terms and conditions:


1. All valid rights existing on the date of the grant;
2. All applicable regulations in 43 CFR 2800 and regulations to be promulgated by the Secretary of the Interior pursuant to the Federal Land Policy and Management Act of October 21, 1976 (P.L. 94-579);
3. The right-of-way herein granted shall be subject to the express covenant that it will be modified, adapted, or discontinued if found by the Secretary to be necessary, without liability or expense to the United States, so as not to conflict with the use and occupancy of the land for any authorized works which may be hereafter constructed thereon under the authority of the United States;
4. At least 10 days in advance of beginning construction activities on the public lands, the grantee shall submit a timetable of construction to the appropriate BLM District Manager. (If construction is to begin upon receipt of the permit, the grantee shall immediately contact the District Manager to advise of the immediate construction, and to discuss the timetable of construction.)
5. The permittee shall survey and clearly mark the exterior limits of the right-of-way during construction. All activities directly or indirectly associated with construction or maintenance must be conducted within the limits of the right-of-way; removal of vegetation shall be restricted to that absolutely essential to construction or maintenance;
6. The permittee shall immediately report to the Bureau of Land Management authorized officer any archaeological (prehistoric and historic) or paleontological remains that are encountered during construction or maintenance, and will suspend all work in connection with the right-of-way until final archaeological or paleontological clearance is granted;

7. The permittee shall comply with the applicable Federal and State laws and regulations concerning the use of pesticides (i.e., insecticides, herbicides, fungicides, rodenticides, and other similar substances) in all activities/operations under this permit. The permittee shall obtain from the BLM Authorized Officer approval of a written plan prior to the use of such substances. The plan must provide the type and quantity of material to be used; the pest, insect, fungus, etc. to be controlled; the method of application; the location for storage and disposal of containers; and other information that the BLM Authorized Officer may require. The plan should be submitted no later than December 1 of any calendar year that covers the proposed activities for the next fiscal year (i.e., December 1 deadline for the Federal fiscal year beginning the following October 1). Emergency use of pesticides may at times be necessary; in these instances, notification shall be furnished the BLM Authorized Officer either by telephone or personal visit prior to application of the pesticide. The use of substances on or near the right-of-way shall be in accordance with the approved plan. A pesticide shall not be used if the Secretary of the Interior has prohibited its use. A pesticide shall be used only in accordance with its registered uses and within other limitations if the Secretary has imposed limitations. Pesticides shall not be permanently stored on public lands authorized for use under this permit.
8. The permittee shall, subsequent to construction and prior to commencing operations, submit to the BLM Authorized Officer a Certificate of Construction, verifying that the facility has been constructed and tested in accordance with the terms of the right-of-way grant, and in compliance with any required plans and specifications, and applicable Federal and State laws and regulations.
9. Upon completion of construction, the lands within the right-of-way, but lying outside the area of construction, shall be restored to as near their natural condition as possible, subject to approval by the District Manager;
10. This right-of-way reserves to the Secretary of the Interior, or lawful delegate, the right to grant additional rights-of-way or permits for compatible uses over, under or adjacent to the land involved in this grant;
11. This right-of-way may be renewed. If renewed, the right-of-way will be subject to regulations existing at the time of renewal, and such other terms and conditions deemed necessary to protect the public interest;

- 12. This permit is issued subject to the enclosed Civil Rights Stipulations, Form 1814-2 and Form 1814-3.
- 13. This permit shall be reviewed at the end of the twentieth year and at regular intervals thereafter.
- 14. This permit is issued subject to the enclosed Bureau of Reclamation Stipulation, Form 300-8(a).
- 15. This permit is issued subject to all existing Salt River Project facilities, including fencing, ditches, culverts, and a powerline. Any relocation or modification of Salt River Project's facilities required in connection with this road right-of-way shall be at the permittee's expense.

Public lands affected by this right-of-way are described as follows:

T. 1 N., R. 2 E., GSR Mer., Arizona  
Section 30, lot 3.

  
 Mario L. Lopez  
 Chief, Branch of Lands and  
 Minerals Operations

Enclosures

- Encl. 1 - Fence Instructions
- Encl. 2 - Certificate of Construction
- Encl. 3 - Form 1814-2
- Encl. 4 - Form 1814-3
- Encl. 5 - Form 300-8(a)

cc: Regional Director, Lower Colorado Regional Office, Bureau of Reclamation,  
 P. O. Box 427, Boulder City, Nevada 89005  
 X Maricopa County Highway Department, 3325 West Durango Street, Phoenix,  
 Arizona 85009  
 Phoenix District Office, BLM

JAN 25 1982 -4 45

STATE OF ARIZONA }  
County of Maricopa } ss

I hereby certify that the with-  
in instrument was filed and re-  
corded at request of

County Registrar

in Docket 15786  
on Page 704-707

Witness my hand and official  
seal the day and year aforesaid.

By Bill Hency County Recorder  
 Deputy Recorder

N.C.



# United States Department of the Interior

## BUREAU OF LAND MANAGEMENT

Phoenix Field Office  
21605 North 7<sup>th</sup> Avenue  
Phoenix, AZ 85027

IN REPLY REFER TO:  
2740 (020)

December 5, 2001

CERTIFIED MAIL - RETURN RECEIPT REQUESTED - NO. 7001 2510 0003 8740 5584

Maricopa County Department of Transportation  
2901 West Durango Street  
Phoenix, AZ 85009

Dear Sirs:

Enclosed is a Notice of Realty Action affecting public land in which you have an interest or a prior existing right. This is a notice segregating lands identified for a recreation and public purpose conveyance or lease. This action should have no adverse impacts on any rights that are pending with, or authorized by, the Bureau of Land Management.

If you have any questions, please contact MarLynn Spears at (623) 580-5500.

Sincerely,

Michael A. Taylor  
Field Manager

Enclosure  
Notice of Realty Action

DEPARTMENT OF THE INTERIOR

Bureau of Land Management

(AZ-020-02-1430-ES; AZA-31292)

Notice of Realty Action; Recreation and Public Purposes (R&PP) Act

Classification; Arizona

AGENCY: Bureau of Land Management, Interior

ACTION: Notice

SUMMARY: The following public lands are located in Maricopa County, Arizona, and found suitable for lease or conveyance under the provisions of the Recreation and Public Purposes Act, as amended (43 U.S.C. 869, et seq.). The lands are not needed for federal purposes. Lease or conveyance is consistent with current Bureau of Land Management (BLM) land use planning and would be in the public interest.

The following described lands, located in the City of Phoenix, Maricopa County, and containing approximately 159.32 acres, have been found suitable for lease or conveyance to the City of Phoenix as an addition to the Rio Salado Habitat Restoration Project.

Gila and Salt River Meridian, Arizona

T. 1 N., R. 2 E..

Section 30, Lot 3, N $\frac{1}{2}$ SE $\frac{1}{4}$ , NE $\frac{1}{4}$ SW $\frac{1}{4}$ .

The lease or conveyance would be subject to the following terms, conditions and reservations:

1. Provisions of the Recreation and Public Purposes Act and all applicable



regulations of the Secretary of the Interior.

2. All minerals shall be reserved to the United States, together with the right to prospect for, mine and remove the minerals.
3. A right-of-way for ditches and canals constructed by the authority of the United States.
4. Those rights for a 12-inch water pipeline granted to the City of Phoenix by right-of-way number AZA-28612.
5. Those rights for a 150-foot road easement granted to Maricopa County Department of Transportation by right-of-way number AZA-17221.

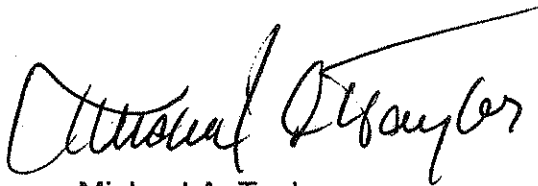
SUPPLEMENTARY INFORMATION: Upon publication of this notice in the Federal Register, the lands will be segregated from all other forms of appropriation under the public land laws, including the general mining laws, except for lease or conveyance under the Recreation and Public Purposes Act. For a period of 45 days from the date of publication of this Notice, interested parties may submit comments regarding the proposed lease, conveyance or classification of the lands to the Field Office Manager, Phoenix Field Office, 21605 North 7<sup>th</sup> Avenue, Phoenix, Arizona 85027.

CLASSIFICATION COMMENTS: Interested parties may submit comments involving the suitability of the land for the proposed Rio Salado Oeste (West) Project for the City of Phoenix. Comments on the classification are restricted to whether the land is physically suited for the proposals, whether the uses will maximize the future use or uses of the land, whether the uses are consistent with local planning and zoning, or if the uses are consistent with state and federal programs.

APPLICATION COMMENTS: Interested parties may submit comments regarding the specific uses proposed in the applications and plans of development, whether the BLM followed proper administrative procedures in reaching the decision, or any other factor not directly related to the suitability of the land for proposed uses. Any adverse comments will be reviewed by the State Director. In the absence of any adverse comments, the classification will become effective 60 days from the date of publication in the Federal Register.

FOR FURTHER INFORMATION CONTACT: MarLynn Spears at the Phoenix Field Office, 21605 North 7<sup>th</sup> Avenue, Phoenix, Arizona, 85027, (623) 580-5606.

Dated: December 5, 2001

A handwritten signature in black ink, appearing to read "Michael A. Taylor". The signature is written in a cursive style with a long horizontal line extending from the top of the name.

Michael A. Taylor  
Field Manager

I do hereby certify that the within named instrument was recorded at request of : Fee No. D15217

MARICOPA CO. OF SUPERVISORS

6249

Records of Maricopa County, Arizona. DKT 16038 PG 289  
WITNESS my hand and official seal the day and year aforesaid. MAY 20 1982 - 3 45

Fee: N-C

BILL HENRY

By [Signature]  
County Recorder Deputy Recorder

When recorded return to: MARICOPA COUNTY BOARD OF SUPERVISORS

Phoenix

104-71-2A

DRAINAGE  
EASEMENT

DKT 16038 PG 289

Project # 30107 - 67th Ave @ Salt River

Item # U-1097-2

KNOW ALL MEN BY THESE PRESENTS:

That Amcord Inc., a Delaware Corporation

hereinafter called the GRANTOR, for and in consideration of the sum of One Dollar and other valuable consideration, receipt of which is hereby acknowledged, has granted and does hereby grant unto Maricopa County, a political subdivision of the State of Arizona hereinafter called the GRANTEE, and to its agents, successors and assigns, the right, privilege and easement to:

construct and maintain a drainage channel and appurtenant structures.  
through, over, under and across lands owned by the GRANTOR, the particular location of said easement being described as follows:

M.C.H.D.  
Proofed  
JRE  
Checked  
V. H. H.  
Notaried  
[Signature]

The East 95 feet of the West 150 feet of that part of the South one-half of the Southwest one-quarter (8 1/2 of SW 1/4) of Section Thirty (30), Township One (1) North, Range Two, (2) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona lying Northerly of the Easterly prolongation of the line of Engineer's Highway Station 12+00 as shown on the approved plans for 67th Avenue at the Salt River, Work Order No. 30107, Maricopa County Highway Department, Maricopa County, Arizona.. (Map illustrating same attached hereto and made a part hereof.)

Grantee agrees to indemnify and hold harmless Grantor against any and all demands, damages, suits, actions, expenses, costs and judgments that may be brought or had against Grantor for any injury or death to any person or persons or damage to property that is caused by the presence or operations of Grantee, its contractors, agents and employees.

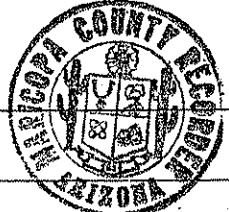
The GRANTEE or its agents, successors and assigns shall at all <sup>reasonable</sup> times have the right of full and free ingress and egress to said easement for the purposes heretofore specified.

The covenants and agreements herein set forth shall extend and inure in favor and to the benefit of and shall be binding on the heirs, successors in ownership and estate, assigns and lessees of the respective parties hereto.

Dated this 19th day of January, 1982.

AMCORD, INC.

Grantor \_\_\_\_\_ Grantor  
By: [Signature]  
Grantor Robert V. Barnes, Exec. Vice-President Grantor



TEXAS  
STATE OF ~~ARIZONA~~  
DALLAS } ss.  
COUNTY OF ~~MARICOPA~~

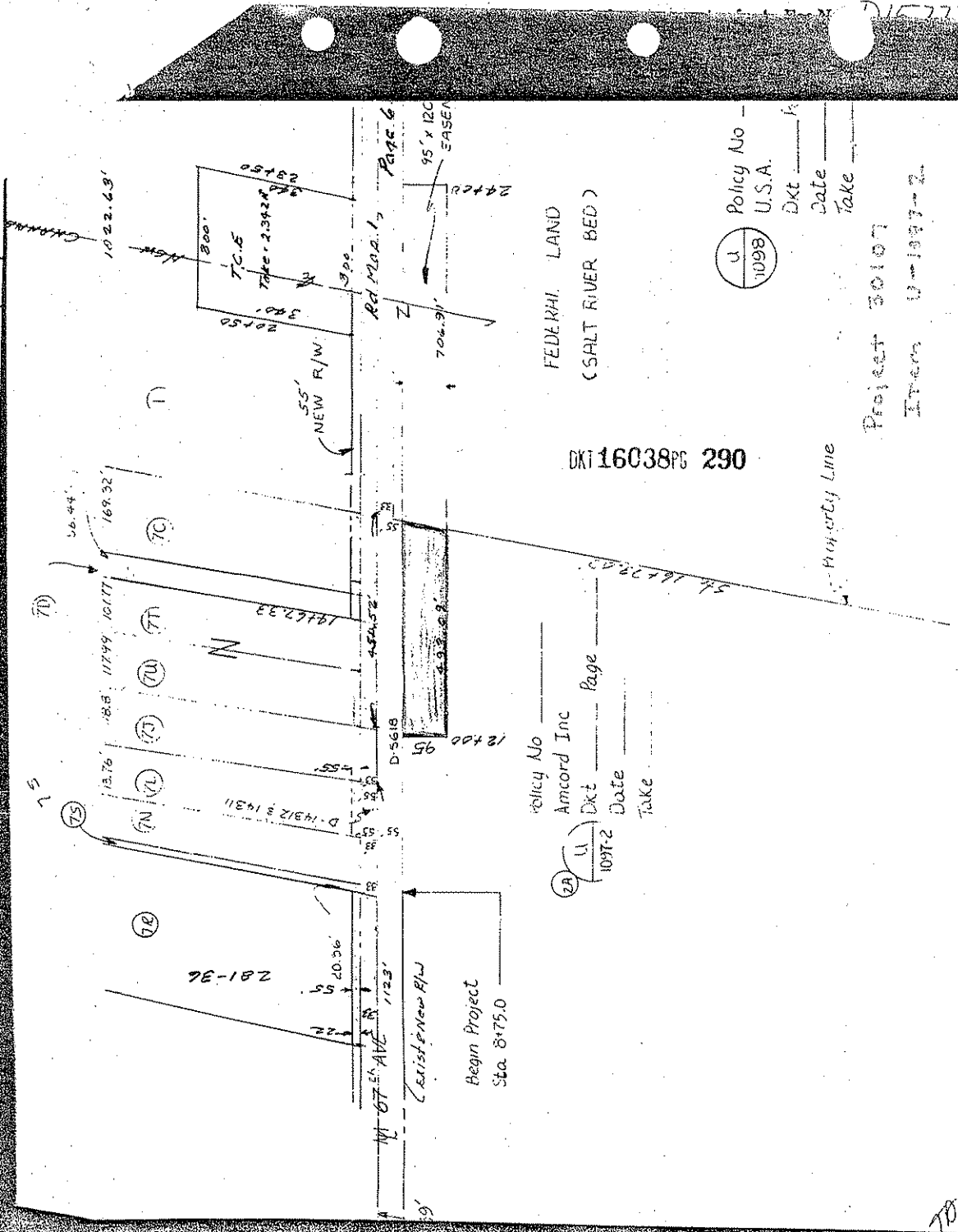
Subscribed and sworn to before me this 19th day of January, 1982

My commission expires 3-1-85 [Signature] SEAL:  
Notary Public

Recommended for approval: [Signature] Right of Way Agent  
[Signature] County Engineer

ACCEPTED:  
MARICOPA COUNTY BOARD OF SUPERVISORS  
by [Signature]  
Chairman of the Board

ATTEST:  
[Signature]  
Clerk of Board of Supervisors



DALLAS } ss.  
 COUNTY OF MARICOPA }

Subscribed and sworn to before me this 19th day of January, 1982

My commission expires 3-1-85 Dana Van Doren SEAL:  
 Notary Public

Recommended for approval: James W. Davis Jr. Right of Way Agent  
[Signature] County Engineer

ACCEPTED:  
 MARICOPA COUNTY BOARD OF SUPERVISORS  
 by [Signature]  
 Chairman of the Board

ATTEST:  
[Signature]  
 Clerk of Board of Supervisors

I do hereby certify that the          named instrument was recorded at request Fee No.:

Dashboard 14634 Page 595-602 MARICOPA CO. BD. OF SUPERVISORS 268651

AUG 22 1980 -11 20, Records of Maricopa County, Arizona.  
WITNESS my hand and official seal the day and year aforesaid:

BILL HENRY  
County Recorder  
When recorded return to: MARICOPA COUNTY BOARD OF SUPERVISORS

By Jerry D. King  
Deputy Recorder

Fee: nc  
Recorded at Request of  
Board of Supervisors.

EASEMENT AND AGREEMENT FOR HIGHWAY PURPOSES 104-63-2

Project No. 11501 - 51st Ave @ Salt River  
Bridge  
Item No. U-375

CITY OF PHOENIX, a municipal corporation

GRANTORS,

for and in consideration of the sum of One Dollar and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant to MARICOPA COUNTY, a political subdivision of the State of Arizona, its successors, and assigns, a permanent easement and right-of-way, for the following purposes, namely: The right to enter upon the hereinafter described land and grade, level, fill, drain, pave, build, maintain, repair and rebuild a road or highway, including incidental purposes consistent therewith, together with such bridges, culverts, ramps and cuts as may be necessary, on, over, under, and across the ground embraced within the right-of-way situated in the County of Maricopa, State of Arizona, and described as follows:

SEE EXHIBIT A



RECORDED  
AUG 27 1980 2:04 PM

To have and to hold the said easement and right-of-way unto Maricopa County, a political subdivision of the State of Arizona and unto its successors and assigns forever, together with the right of ingress and egress to permit the economical operation and maintenance of said public highway and all incidents thereto, and together with the right to authorize, permit, and license the use thereof for utilities or other public purposes not inconsistent with its primary use as a highway.

And the Grantors hereby covenant that they are lawfully seized and possessed on this aforementioned tract or parcel of land; that they have a good and lawful right to sell and convey it; and that they will warrant the title and quiet possession thereto against the lawful claim of all persons, subject to easements of record.

The said easement to include the right to cut back and trim such portion of the branches and tops of the trees now growing or that may hereafter grow upon the above described premises, as may extend over said right-of-way, so as to prevent the same from interfering with the efficient maintenance and operation of said public highway.

In the event the right, privilege and easement herein granted shall be abandoned and permanently cease to be used for the purposes herein granted all rights herein granted shall cease and revert to the grantors, their heirs or assigns.

Wherever in the foregoing instrument the plural is used, it will be read as singular when necessary, and wherever words indicating gender are employed they will apply to either masculine, feminine or neuter as the context requires.

(See Reverse Side For Agreement and Signatures)

NOW THEREFORE, in consideration of the same and further consideration hereinafter set forth, it is agreed, that this instrument contains the entire agreement between the parties hereto there being no further consideration paid than herein specified.

THE COUNTY OF MARICOPA AGREES:

- A. To use the above described land for the general welfare and benefit of the public.
- B. Maricopa County shall hold the City of Phoenix harmless in case of any accident arising during construction, maintenance and operation of its improvements until the property has been restored to its original condition and its use returned to the City of Phoenix.

THE GRANTOR AGREE:

- 1. To grant an easement for the above described land to the County of Maricopa for the general welfare and benefit of the public.

Jul 30 1 24 PM '80  
CITY CLERK DEPT.  
JMP

ACCEPTED AS TO FORM RTR

ACTING CITY ATTORNEY

ATTEST:

ACTING CITY CLERK

Dated this 30 day of July 1980

MARVIN A. ANDREWS  
City Manager

Grantor  
Real Estate Administrator  
Grantor

STATE OF ARIZONA

COUNTY OF MARICOPA

Subscribed and sworn to before me this 30 day of July 1980

My Commission Expires Feb. 1, 1981

Recommended for approval:

Thomas R. Fedy  
Right of Way Agent

ACCEPTED:

MARICOPA COUNTY BOARD OF SUPERVISORS

Chairman of the Board

AUG 18 1980

Date

Clerk of Board of Supervisors

ATTEST: Deputy County Engineer

Notary Public

day of July 1980



11501 - 51st Avenue at Salt River Bridge  
104-63-2  
U-375

PERMANENT EASEMENT

EXHIBIT A

That portion of the North one-half of the Northwest one-quarter of the Northwest one-quarter (NW $\frac{1}{2}$  of NW $\frac{1}{4}$  of NW $\frac{1}{4}$ ) of Section Twenty-eight (28), Township One (1) North, Range Two (2) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona found to be lying within a strip of land 200 feet wide, lying 100 feet on each side of the following described centerline:

Beginning at the East one-quarter corner of Section Twenty-nine (29), Township One (1) North, Range Two (2) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona; thence North 12°33'57" West (assumed bearing) 1200 feet along the East line of said Section 29 to the True Point of Beginning for the herein described 200-foot wide strip of land also being shown as Engineers Highway Station 12+00 on the plans for Maricopa County Highway Department Project No. 11501, Bridge on 51st Avenue at Salt River; THENCE North 12°33'57" West, 622.28 feet along said Section line to Engineers Highway Station 18+22.28 and the beginning of a curve concave Northeasterly, having a radius of 1400.00 feet and a central angle of 1°57'30"; thence Northwesterly and Northerly, 47.85 feet along said curve to Engineers Highway Station 18+70.13 and the beginning of a tangent; thence North 10°36'27" West, 1704.21 feet to the beginning of a curve concave Northeasterly, having a radius of 2000 feet and a central angle of 4°24'33"; thence Northwesterly and Northerly, 153.91 feet along the arc of said curve to Engineers Highway Station 35+74.33 to a point on the East line of Section Twenty (20) and the beginning of a tangent; thence North 6°11'54" West, 371.76 feet to Engineers Highway Station 41+00 and the True Point of Ending for the herein described 200-foot wide strip of land; thence continuing for a tie North 6°11'54" West, 1634.61 feet to the East one-quarter corner of Section Twenty (20), Township One (1) North, Range Two (2) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

M.C.R.D.  
Proved  
TRF  
7/21  
6/30/80  
C.S. 112  
TRF  
8/14/80  
Approved  
J.C.W.  
8/14/80

ALSO a strip of land 25 feet wide having as its Easterly line the Westerly line of the herein described 200-foot wide strip of land and Beginning at Engineers Highway Station 34+00 and Ending at Engineers Highway Station 35+74.33.

EXCEPT any portion thereof lying within the existing right-of-way as described in Book 3 of Road Maps, Page 50 and Docket 3585, Page 196, M.C.R.

DESC OK [Signature]  
7-11-80

5310  
5311  
5309  
9926

RECORDED  
INDEXED  
1980 OCT 13 2 04



ORDINANCE NOS 11977

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO GRANT TO THE MARICOPA COUNTY BOARD OF SUPERVISORS A PERMANENT RIGHT OF WAY EASEMENT AND TEMPORARY ROADWAY AND CONSTRUCTION EASEMENT ACROSS CITY-OWNED PROPERTY AT 51ST AVENUE AND THE SALT RIVER FOR BRIDGE PURPOSES; SETTING FORTH THE CONDITIONS AND STIPULATIONS OF THE EASEMENTS; AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF PHOENIX as follows:

SECTION 1. That the City Manager be, and he is hereby authorized to execute a permanent right of way easement and a temporary roadway and construction easement across city-owned property at 51st Avenue and the Salt River for the consideration of One Dollar (\$1.00) to the Maricopa County Board of Supervisors. The easements are needed by the County for construction of a bridge over the Salt River at 51st Avenue. The permanent easement is 131.02' x 774.37' (70,485 sq. ft.) and is needed for right of way for the new bridge. The temporary roadway and construction easement (150' x 774.37', 116,155.50 sq. ft.) is needed for construction purposes while the bridge is being built and for detour of traffic during the construction period. A condition of the permanent easement is that:

1. In the event the rights, privileges and easement granted shall be permanently abandoned and cease to be used for the purpose granted, all rights shall cease and revert to the City of Phoenix, its heirs or assigns."

The temporary easement will provide that:

1. All work done within the temporary easement area, including construction and maintenance of a detour road, shall be at the expense of Maricopa County.
2. Upon completion of construction of improvements, Maricopa County, at its expense, shall remove the temporary detour road and restore all of the property within the temporary easement area to its original condition.

3. Maricopa County shall hold the City of Phoenix

harmless in case of any accident arising during construction, maintenance and operation of its improvements until the property has been restored to its original condition and its use returned to the City of Phoenix.

The easements may contain such other terms and conditions deemed necessary by the City.

SECTION 2. WHEREAS, the immediate operation of the

provisions of this ordinance is necessary for the preservation of the public peace, health and safety, an EMERGENCY is hereby

declared to exist, and this ordinance shall be in full force and effect from and after its passage by the Council as required by

the City Charter and is hereby exempted from the referendum clause of said Charter.

PASSED by the Council of the City of Phoenix this

22 day of JULY, 1980.

MARGARET J. HANCE  
MAYOR

ATTEST:

*Mary M. ...*

ACTING City Clerk

APPROVED AS TO FORM:

ACTING City Attorney

*[Signature]*

REVIEWED BY:

MARVIN A. ANDREWS  
City Manager

PARCEL NO. 104-63-2

PROJECT NO. 11501  
& NAME 51st Ave Bridge @ Salt River

ITEM NO. U-375-1 & 3

Know all persons by these presents:

That CITY OF PHOENIX, a municipal corporation

As \_\_\_\_\_  
of Maricopa County State of Arizona do hereby grant permission to Maricopa County, a political subdivision of the State of Arizona the right to enter upon a parcel of land described as follows:

SEE EXHIBIT A

Permission is granted for the purpose of construction maintenance and operating a temporary detour across the above-described property, also use during construction and improvement of a public highway.

Permission is granted subject to the following:

That this temporary detour shall be constructed, maintained, and operated by Maricopa County at no expense to the undersigned and that this temporary detour shall be used during the period of construction of the bridge at 51st Avenue

That upon completion of construction of the above-described improvements Maricopa County shall remove this temporary detour and restore the property to its original condition at no expense to the undersigned.

That Maricopa County shall hold the undersigned harmless in case of any accident arising during construction, maintenance and operation of this temporary detour until such time as the property has been restored to its original condition and the use of the property has been returned to the undersigned.

That Maricopa County will hereafter without unnecessary delay, negotiate with the undersigned, and any other person, if any, having any right, title, or interest in said property to agree upon terms of compensation, and that, if any agreement cannot be reached, you will promptly commence eminent domain proceedings to have such compensation determined. This permission is granted in consideration of the location, improvement and construction of such highway and incidents thereto, which it is understood is required by Maricopa County, a political subdivision of the State of Arizona, and shall continue in effect pending such negotiations, or until a reasonable time after you have been requested by the undersigned to commence eminent domain proceedings.

Jul 30 1 26 PM '80  
CITY CLERK DEPT.

APPROVED 88 TO FORM KTR

ACTING CITY ATTORNEY

ATTEST:

ACTING CITY CLERK

Dated this 30 day of July 1980

MARVIN A. ANDREWS  
City Manager

By Real Estate Administrator

Grantor

Grantor

STATE OF ARIZONA  
COUNTY OF MARICOPA  
ss.

Subscribed and sworn to before me this 30 day of July 1981  
My commission expires Feb. 1, 1981

Notary Public

Recommended for approval: Right of Way Agent

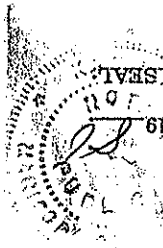
ACCEPTED: MARICOPA COUNTY BOARD OF SUPERVISORS

Chairman of the Board  
AUG 28 1980

Date

Clerk of Board of Supervisors

ATTEST: Deputy County Engineer



TEMPORARY CONSTRUCTION AND ROADWAY EASEMENT

EXHIBIT A

That portion of the North one-half of the Northwest one-quarter of the Northwest one-quarter (N $\frac{1}{2}$  of NW $\frac{1}{4}$  of NW $\frac{1}{4}$ ) of Section Twenty-eight (28), Township One (1) North, Range Two (2) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona being a strip of land 100 feet wide having for its westerly line the easterly line of the 200-foot strip of land described as follows a strip of land 200 feet wide, lying 100 feet on each side of the following described centerline:

Beginning at the East one-quarter corner of Section 29, Township One (1) North, Range Two (2) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona; thence North 12°33'57" West (Assumed Bearing), 1200 feet along the East line of said Section 29 to the True Point of Beginning for the herein described 200-foot wide strip of land also being shown as Engineers Highway Station 12+00 on the plans for Maricopa County Highway Department project Work Order No. 11501, Bridge on 51st Avenue at Salt River; THENCE North 12°33'57" West, 622.28 feet along said Section line to Engineers Highway Station 18+22.28 and the beginning of a curve concave Northeasterly, having a radius of 1400.00 feet and a central angle of 1°57'30"; thence Northwesterly and Northerly, 47.85 feet along said curve to Engineers Highway Station 18+70.13 and the beginning of a tangent; thence North 10°36'27" West, 1704.21 feet to the beginning of a curve concave Northeasterly, having a radius of 2000 feet and a central angle of 4°24'33"; thence Northwesterly and Northerly, 153.91 feet along the arc of said curve to Engineers Highway Station 35+74.33 to a point on the East line of Section Twenty (20) and the beginning of a tangent; thence North 6°11'54" West, 371.76 feet to Engineers Highway Station 41+00 and the True Point of Ending for the herein described 200-foot wide strip of land; thence continuing for a tie North 6°11'54" West, 1634.61 feet to the East one-quarter corner of Section Twenty (20), Township One (1) North, Range Two (2) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

M.C.H.D.
Proofed
TRF
6/30/80
Checked
TRF
6/14/80
Approved
Jed
6/14/80

ALSO a strip of land 25 feet wide having as its Easterly line the Westerly line of the herein described 200-foot wide strip of land and Beginning at Engineers Highway Station 34+00 and Ending at Engineers Highway Station 35+74.33.


EXCEPT any portion thereof lying within the existing right-of-way as described in Book 3 of Road Maps, Page 50 and in Docket 3585, Page 196, M.C.R.

AND ALSO a strip of land 50 feet wide lying 25 feet on each side of the following described centerline:

Beginning at the West one-quarter corner of Section Twenty-eight (28), Township One (1) North, Range Two (2) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona thence North 12°33'57" West, 870 feet along the West line of said Section 28 to the True Point of Beginning for said 50-foot wide strip of land to be used as a detour and also being the beginning of a curve concave Easterly having a radius of 1242.67 feet and a central angle of 24°36'29"; thence Northwesterly, Northerly and Northeasterly, 533.72 feet along the arc of said curve to a point of reverse curvature and the beginning of a curve concave Westerly having a radius of 1242.67 feet and a central angle of 22°38'59"; thence Northeasterly, Northerly and Northwesterly, 491.26 feet along the arc of said curve to the beginning of a tangent; thence North 10°36'27" West, 1432.98 feet along a line that is 225 feet Easterly of and parallel with the centerline of a 200-foot wide permanent highway easement to the beginning of a curve concave Southwesterly, having a radius of 954.93 feet and a central angle of 24°35'27"; thence Northerly and Northwesterly, 409.85 feet along the arc of said curve to the beginning of a tangent; thence North 35°11'54" West, 29.85 feet to the beginning of a curve concave Easterly having a radius of 954.93 feet and a central angle of 29°00'00"; thence Northwesterly and Northerly, 483.33 feet along the arc of said curve to a point on the West line of said Section 21, being also on the centerline of a 200-foot wide permanent highway easement with said point being known as Engineers Highway Station 42+00 and the end of the herein described 50-foot wide strip of land, all as shown in the plans for Maricopa County Highway Department Project Work Order No. 11501, 51st Avenue Bridge at Salt River.

EXCEPT any portion thereof lying within the 200-foot wide permanent easement.

EXCEPT any portion thereof lying within said 100-foot wide temporary construction easement.

DESC OK   
7-11-80

When recorded, return to:

Maricopa County Board of Supervisors  
Maricopa County Engineer

# RIGHT-OF-WAY EASEMENT FOR HIGHWAY PURPOSES

R/W 239-(5) Parcel 16

FRANK M. PETERSON, husband of Walda J. Peterson, as his sole and  
separate property

Grantors

for and in consideration of the sum of One Dollar and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant to MARICOPA COUNTY, a political subdivision of the State of Arizona, its successors and assigns, a permanent easement and right-of-way, for the following purposes, namely: The right to enter upon the hereinafter described land and grade, level, fill, drain, pave, build, maintain, repair and rebuild a road or highway, together with such bridges, culverts, ramps, and cuts as may be necessary, on, over, under, and across the ground embraced within the right-of-way situated in the County of Maricopa, State of Arizona, and described as follows:

The East Seven (7) feet of the West Forty (40) feet of the Southwest One-quarter (SW $\frac{1}{4}$ ) of Section Twenty-one (21), Township One (1) North, Range Two (2) East, of the Gila and Salt River Base and Meridian.

M.C.H.D.
Proofed
<i>W/A</i>
<i>WCS</i>
<i>4/21/61</i>
Checked
<i>A/B</i>
<i>4/21/61</i>
Approved
<i>W/A</i>
<i>4/21/61</i>

01-DEED

74721

STATE OF ARIZONA  
County of Maricopa  
I hereby certify that the within instrument was filed and recorded at request of MARICOPA CO. Bd. OF SUPERVISORS

MAY 2 1961 - 4-46

in Book 3683 PAGE 43

Witness my hand and seal the day and year first above written

N. C. KELLY, Notary Public

By *[Signature]*  
County of Maricopa  
Secretary

*7/2*

To have and to hold the said easement and right-of-way unto Maricopa County, a political subdivision of the State of Arizona and unto its successors and assigns forever, together with the right of ingress and egress to permit the economical operation and maintenance of said public highway and all incidents thereto.

And the Grantors hereby covenant that they are lawfully seized and possessed on this aforementioned tract or parcel of land; that they have a good and lawful right to sell and convey it; that it is free from all encumbrances; and that they will warrant the title and quiet possession thereto against the lawful claim of all persons.

The said easement to include the right to cut back and trim such portion of the branches and tops of the trees now growing or that may hereafter grow upon the above described premises, as may extend over said right-of-way, so as to prevent the same from interfering with the efficient maintenance and operation of said public highway.

In the event the right, privilege and easement herein granted shall be abandoned and permanently cease to be used for the purpose herein granted all rights herein granted shall cease and revert to the grantors, their heirs or assigns.

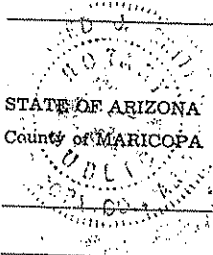
Wherever in the foregoing instrument the plural is used it will be read as singular, and when necessary, and wherever words indicating gender are employed, they will apply to either masculine, feminine or neuter as the context requires.

Dated this 14<sup>th</sup> day of April, 1961

\_\_\_\_\_(Seal) Frank M. Peterson \_\_\_\_\_(Seal)

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

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



This instrument was acknowledged before me this 14<sup>th</sup> day of April, 1961, by \_\_\_\_\_

FRANK M. PETERSON, husband of Walda J. Peterson, as his sole  
and separate property

Alfred J. Brittan  
Notary Public  
My commission expires \_\_\_\_\_

DKT 3683 PAGE 43

# RIGHT-OF-WAY PURPOSES

Item Parcel #16

WALDA J. PETERSON, wife of Frank M. Peterson,

Grantors

for and in consideration of the sum of One Dollar and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant to MARICOPA COUNTY, a political subdivision of the State of Arizona, its successors and assigns, a permanent easement and right-of-way, for the following purposes, namely: The right to enter upon the hereinafter described land and grade, level, fill, drain, pave, build, maintain, repair and rebuild a road or highway, together with such bridges, culverts, ramps and cuts as may be necessary, on, over, under, and across the ground embraced within the right-of-way situated in the County of Maricopa, State of Arizona, and described as follows:

The East Seven(7) feet of the West Forty(40) feet of the Southwest One-quarter (SW $\frac{1}{4}$ ) of Section Twenty-one(21), Township One(1) North, Range Two(2) East of the Gila and Salt River Base and Meridian.

M.C.H.D.
Proofed
10/21
MPS
4/19/61
Checked
C.P.B.
4/21/61
Approved
W.J.P.
4/21/61

74720

01-DEED

STATE OF ARIZONA } ss  
 County of Maricopa }  
 I hereby certify that the with-  
 in instrument was filed and re-  
 corded at request of  
 MARICOPA CO. BD. OF SUPERVISORS

MAY 2 1961 - 4 45

in Docket 3683 PAGE 42  
 on page 1  
 Witness my hand and official  
 seal the day and year aforesaid.  
 N. C. KELLY, Notary  
 County of Maricopa  
 Deputy Notary Public

7/c

To have and to hold the said easement and right-of-way unto Maricopa County, a political subdivision of the State of Arizona and unto its successors and assigns forever, together with the right of ingress and egress to permit the economical operation and maintenance of said public highway and all incidents thereto.

And the Grantors hereby covenant that they are lawfully seized and possessed on this aforementioned tract or parcel of land; that they have a good and lawful right to sell and convey it; and that they will warrant the title and quiet possession thereto against the lawful claim of all persons.

The said easement to include the right to cut back and trim such portion of the branches and tops of the trees now growing or that may hereafter grow upon the above described premises, as may extend over said right-of-way, so as to prevent the same from interfering with the efficient maintenance and operation of said public highway.

In the event the right, privilege and easement herein granted shall be abandoned and permanently cease to be used for the purpose herein granted all rights herein granted shall cease and revert to the grantors, their heirs or assigns.

Wherever in the foregoing instrument the plural is used it will be read as singular, and when necessary, and wherever words indicating gender are employed, they will apply to either masculine, feminine or neuter as the context requires.

Dated this 20<sup>th</sup> day of April, 1961

\_\_\_\_\_(Seal) Walda J. Peterson \_\_\_\_\_(Seal)

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

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



This instrument was acknowledged before me this 20<sup>th</sup> day of April, 1961, by \_\_\_\_\_

WALDA J. PETERSON, wife of Frank M. Peterson.

Alfred J. Button  
Notary Public

My commission expires MY Commission Expires Aug. 10, 1962

# Right Of Way Contract

5309

Maricopa County, State of Arizona

Project No. FAS 239-(5)

Date April 14, 1961

Parcel No. 16

M.C.H.D.
Proced
WJK
MES
4/21/61
Checked
AK
4/21/61
Approved
WJK
4/21/61

WHEREAS a document, dated April 14, 1961, in the form of an Easement covering the following described property:

The East Seven(7) feet of the West Forty (40) feet of the Southwest One-quarter (SW $\frac{1}{4}$ ) of Section Twenty-one (21), Township One (1) North, Range Two(2) East of the Gila and Salt River Base and Meridian.

has been executed and delivered by Grantor\_\_\_\_\_to Maricopa County,

NOW THEREFORE, in consideration of the same and further consideration hereinafter set forth, it is agreed, that this instrument contains the entire agreement between the parties hereto there being no further consideration paid than herein specified.

THE COUNTY OF MARICOPA AGREES:

1. To RELOCATE FENCES IF NECESSARY
2. To use the above described granted land for the general welfare and benefit of the public.

THE GRANTOR\_\_\_\_\_ AGREES\_\_\_\_\_:

1. To grant an easement for the above described land to the County of Maricopa for the general welfare and benefit of the public.

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



Frank M. Peterson  
Grantor

\_\_\_\_\_  
Grantor

\_\_\_\_\_  
Grantor

STATE OF ARIZONA }  
COUNTY OF MARICOPA } ss.

Subscribed and sworn to before me this 14<sup>th</sup> day of April, 1961

My commission expires Aug 10, 1962 Alfred J. Brittan  
Notary Public

SEAL:

Recommended for approval: Al. Brittan Right of Way Agent  
Recommended for approval: Walter Hubel Chief Right-of-Way Agent

Recommended for approval: Kenneth F. Sanford County Engineer

ACCEPTED:  
MARICOPA COUNTY BOARD OF SUPERVISORS

ATTEST:  
Phoe Annice  
Clerk of Board of Supervisors

by B. M. Burns  
Chairman of the Board

Date May 1, 1961

95-23

DKT 3683 PAGE 29

BOARD OF SUPERVISORS

STATE OF ARIZONA, County of Maricopa; ss. I do hereby certify that the within instrument was filed and recorded at request of \_\_\_\_\_ MARICOPA CO. BD. OF SUPERVISORS

Page 3683 of 29 on MAY 2 1961 4 45 at \_\_\_\_\_ M., Docket # 3683 5309

WITNESS my hand and official seal the day and year first above written.  
N. C. "KELLY" MOORE County Recorder,  
By [Signature] Deputy.

51-12

74710 06-MISC

n/c



STATE OF ARIZONA  
County of Maricopa

DKT 8364 PAGE 170

I hereby certify that the within instrument was filed and recorded

24-R. AGR.  
Fee No.  
190802

OCT 20 '70-2 IN DOCKET & Page 8364/170-171 and indexed in  
MARICOPA CO. BO. OF SUPERVISORS

When recorded, return to:  
Maricopa County Board of Supervisors

Witness my hand and official seal.

PAUL N. MARSTON

County Recorder

By

*Anthony Jones*  
Deputy Recorder

Compared  
Photostated  
Fee:

n/c

### EASEMENT FOR HIGHWAY PURPOSES

ITEM NO. J-2777

104-60-2

R/W# 23-039 51st Avenue  
(Salt River Bridge)

Frank M. Peterson and Walda Peterson, his wife

#### GRANTORS,

for and in consideration of the sum of One Dollar and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant to MARICOPA COUNTY, a political subdivision of the State of Arizona, its successors and assigns, a permanent easement and right-of-way, for the following purposes, namely: The right to enter upon the hereinafter described land and grade, level, fill, drain, pave, build, maintain, repair and rebuild a road or highway, including incidental purposes consistent therewith, together with such bridges, culverts, ramps and cuts as may be necessary, on, over, under, and across the ground embraced within the right-of-way situated in the County of Maricopa, State of Arizona, and described as follows:

M.C.R.D.  
Prooled  
7/16/70  
Approved  
7/16/70

The East Thirty (30) feet of the West Seventy (70) feet of the South 455.79 feet of the Southwest one-quarter (SW $\frac{1}{4}$ ) of Section Twenty-one (21), Township One (1) North, Range Two (2) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

To have and to hold the said easement and right-of-way unto Maricopa County, a political subdivision of the State of Arizona and unto its successors and assigns forever, together with the right of ingress and egress to permit the economical operation and maintenance of said public highway and all incidents thereto, and together with the right to authorize, permit, and license the use thereof for utilities or other public purposes not inconsistent with its primary use as a highway.

And the Grantors hereby covenant that they are lawfully seized and possessed on this aforementioned tract or parcel of land; that they have a good and lawful right to sell and convey it; and that they will warrant the title and quiet possession thereto against the lawful claim of all persons.

The said easement to include the right to cut back and trim such portion of the branches and tops of the trees now growing or that may hereafter grow upon the above described premises, as may extend over said right-of-way, so as to prevent the same from interfering with the efficient maintenance and operation of said public highway.

In the event the right, privilege and easement herein granted shall be abandoned and permanently cease to be used for the purposes herein granted all rights herein granted shall cease and revert to the grantors, their heirs or assigns.

Wherever in the foregoing instrument the plural is used, it will be read as singular when necessary, and wherever words indicating gender are employed they will apply to either masculine, feminine or neuter as the context requires.

Dated this 4th day of August, 1970

(Seal) *Frank M. Peterson* (Seal)

(Seal) *Walda Peterson* (Seal)

STATE OF ARIZONA  
County of MARICOPA

This instrument was acknowledged before me this 4 day of

*August*, 1970 by

Frank M. Peterson and Walda Peterson, his wife

FORM 95-16 (REV. 7-24-63)

My commission expires

*Anthony Jones*  
Notary Public  
Jan 1 - 1971

8

9926

STATE OF ARIZONA  
COUNTY OF MARICOPA

Project No. #23-039, 51st Ave.  
Item No. J-2777(Peterson)

Recommended for approval:  
P & Z Chief Cartographer

*[Signature]*  
County Engineer

ACCEPTED:  
MARICOPA COUNTY BOARD OF  
SUPERVISORS

ATTEST:  
*[Signature]*  
Clerk of Board of Supervisors

By: *[Signature]*  
Chairman of the Board

Date: *[Signature]* 13, 1970

PHOTOSTATIC COPIES REQUESTED  
/ MARICOPA COUNTY HIGHWAY DEPT.  
/ MARICOPA COUNTY P & Z COMM.

190803

# Right Of Way Contract

9926  
DXT 8364 PAGE 172

24-R. AGR

Maricopa County, State of Arizona

Project No. 23-039 51st Avenue, Date August 4, 1970  
Item No. J-2777 (Salt River Bridge)

WHEREAS a document, dated August 4, 19 70, in the form of  
an easement covering the following described property:

M.C.N.S.  
Prooted  
7/2/70  
Checked  
7/27/70  
Approved  
7/27/70

The East Thirty(30) feet of the West Seventy(70) feet of the South 455.79 feet  
of the Southwest one-quarter(SW<sup>1</sup>/<sub>4</sub>) of Section Twenty-one(21), Township One(1) North,  
Range Two(2) East of the Gila and Salt River Base and Meridian, Maricopa County,  
Arizona.

has been executed and delivered by Grantor B to Maricopa County,

NOW THEREFORE, in consideration of the same and further consideration hereinafter set  
forth, it is agreed, that this instrument contains the entire agreement between the parties hereto  
there being no further consideration paid than herein specified.

### THE COUNTY OF MARICOPA AGREES:

- A. To use the above described granted land for the general welfare and benefit  
of the public.
- B. That, if in the opinion of the County Engineer it becomes necessary, fences,  
private ditches (irrigation or otherwise), and private structures will be re-  
located in kind to the Grantor's property, clear of the above described right-  
of-way, at no expense to the Grantor except as may be herein otherwise agreed.

I do hereby certify that the within named instrument was recorded at request of MARICOPA COUNTY BOARD OF SUPERVISORS  
Docket DXT 8364 PAGE 172 Records of Maricopa Co., Arizona  
**OCT 20 1970-2 25**  
WITNESS my hand and official seal the day and year foregoing.  
PAUL N. MARSTON, Maricopa County Recorder, By [Signature] Deputy 7/c

### THE GRANTOR S AGREE \_\_\_\_\_:

- 1. To grant an easement for the above described land to the County of Maricopa  
for the general welfare and benefit of the public.
- 2. That the County, or its agents, is hereby granted the right to enter upon the  
remaining property of the Grantor for the purpose of accomplishing #B above.

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

Frank M. Peterson  
Grantor  
Nelda Peterson  
Grantor  
Grantor

STATE OF ARIZONA

COUNTY OF MARICOPA

Subscribed and sworn to before me this 4 day of August, 19 70

My commission expires July 1976 Mr. D. Black Notary Public

Recommended for approval: [Signature] Right of Way Agent [Signature] County Engineer

ACCEPTED:  
MARICOPA COUNTY BOARD OF  
SUPERVISORS

ATTEST:  
[Signature]  
Clerk of Board of Supervisors

by [Signature]  
Chairman of the Board

Date October 13, 1970

BOARD OF SUPERVISORS

STATE OF ARIZONA } ss. I hereby certify that the within instrument was filed and recorded  
County of Maricopa

IN DOCKET 836 Page 173-174 and indexed in deeds

OCT 20 70-2 25

Fee No.  
190804

01-DEED

When recorded, return to:  
Maricopa County Board of Supervisors   
Maricopa County Engineer

Witness my hand and official seal.  
PAUL N. MARSTON County Recorder  
By *Shirley Jones* Deputy Recorder

Compared  
Photostated  
Fee:  
n/c

RELEASE OF LEASE

Project #23-039, 51st Ave.  
(Salt River Bridge)  
Item #J-2777

**Quit-Claim Deed**

For the consideration of One Dollar, and other valuable considerations, I or we, 104-60-2

VINNELL CORPORATION

grantor

hereby quit-claim to MARICOPA COUNTY, a political subdivision of the State of Arizona, grantee, all right, title, or interest in the following real property situated in Maricopa County, Arizona:

The East Thirty(30) feet of the West Seventy(70) feet of the South 455.79 feet of the Southwest one-quarter(SW $\frac{1}{4}$ ) of Section Twenty-one(21), Township One(1) North, Range Two(2) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Subject to the Rights of Vinnell Corporation, 1145 Westminster Avenue, Alhambra, California, under the terms of a Lease Agreement dated Jan. 1, 1962.

M.C. No. 1074  
9/14/70  
Approved  
10/2/70

TO HAVE AND TO HOLD the same together with all the appurtenances thereunto belonging, to the grantee, its successors and assigns forever, for the use and benefit to the public as a right of way, for highway purposes.

Dated this 11th day of August, 1970

VINNELL CORPORATION

By *L. N. Carlson*  
By *Wm. L. Hilger*

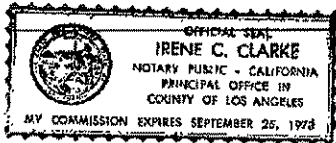
L. N. CARLSON  
VICE PRESIDENT

WM. L. HILGER, SECRETARY

STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES } ss.  
CITY OF LOS ANGELES

This instrument was acknowledged before me this 11th day of August, 1970, by

L. N. Carlson, Vice President and Wm. L. Hilger Secretary of the Vinnell Corporation



*Irene C. Clarke*  
Notary Public  
My commission expires Sept. 25, 1973

STATE OF ARIZONA } ss.  
County of MARICOPA

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 195, by \_\_\_\_\_

Notary Public

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

7

When recorded, return to:  
Maricopa County Board of Supervisors  
Maricopa County Engineer

**HIGHWAY PURPOSES**

05294

FAS 237(5), 51st Avenue  
Southern Ave. to Duckeye  
Road, P#681 #12

Henderson Stockton and Lois M. Stockton, his wife

Grantors

for and in consideration of the sum of One Dollar and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant to MARICOPA COUNTY, a political subdivision of the State of Arizona, its successors and assigns, a permanent easement and right-of-way, for the following purposes, namely: The right to enter upon the hereinafter described land and grade, level, fill, drain, pave, build, maintain, repair and rebuild a road or highway, together with such bridges, culverts, ramps, and cuts as may be necessary, on, over, under, and across the ground embraced within the right-of-way situated in the County of Maricopa, State of Arizona, and described as follows:

The West Seven(7) feet of the East Forty(40) feet of the South One-half of the Southeast One-quarter (SE 1/4 of SE 1/4) of Section Twenty(20), Township One(1) North, Range Two(2) East, of the Gila and Salt River Base and Meridian; Subject to an Easement for road purposes over the following described tracts:  
Beginning at a point situated North 1° 08' West 559.95 feet and South 70° 25' West 34.78 feet from the Southeast corner of said Section 20; thence South 70° 25' West 896.06 feet; thence South 19° 35' East 20.00 feet; thence North 70° 25' East 889.39 feet to a point on the west line of the County Road; thence North 1° 08' West 21.08 feet to the place of beginning.

4-6-61  
HB  
2-7-61

SUBJECT TO all taxes, liens, encumbrances, easements and right-of-ways of record against the herein described property and the easement and right-of-way hereby conveyed.

MARICOPA CO. BO. OF SUPERVISORS  
APR 25 1961 - P. 02  
w/31111-25  
E. Smith  
w/c

70177

01-DEED

To have and to hold the said easement and right-of-way unto Maricopa County, a political subdivision of the State of Arizona and unto its successors and assigns forever, together with the right of ingress and egress to permit the economical operation and maintenance of said public highway and all incidents thereto.

4-6-61  
HB  
2-7-61

And the Grantors hereby warrant that they are lawfully seized and possessed on this aforementioned tract or parcel of land; that they have a good and lawful right to sell and convey it; that it is free from all encumbrances; and that they warrant the title and quiet possession thereof against the lawful claim of all persons.

The said easement to include the right to cut back and trim such portion of the branches and tops of the trees now growing or that may hereafter grow upon the above described premises, as may extend over said right-of-way, so as to prevent the same from interfering with the efficient maintenance and operation of said public highway.

In the event the right, privilege and easement herein granted shall be abandoned and permanently cease to be used for the purpose herein granted all rights herein granted shall cease and revert to the grantors, their heirs or assigns.

Wherever in the foregoing instrument the plural is used it will be read as singular, and when necessary, and wherever words indicating gender are employed, they will apply to either masculine, feminine or neuter as the context requires.

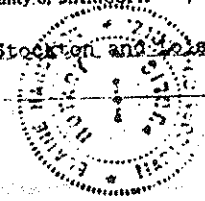
Dated this 6th day of April, 1961

(Seal) Henderson Stockton (Seal)  
(Seal) Lois M. Stockton (Seal)  
(Seal) \_\_\_\_\_ (Seal)

STATE OF ARIZONA  
County of MARICOPA

This instrument was acknowledged before me this 6th day of April, 1961, by Henderson

Stockton and Lois M. Stockton.



Paul Hardwick  
Notary Public  
My commission expires 8/14/64

# Right of Way Contract

Maricopa County, State of Arizona

Project No. FAS 237(2), 51st Avenue  
Southern Ave. to Buckeye Road

Date: April 6, 1961

Parcel No. 12

WHEREAS a document, dated April 6, 1961, in the form of

an Easement covering the following described property:

The West Seven (7) feet of the East Forty (40) feet of the South One-half of the Southeast Quarter (SE 1/4) of Section Twenty (20), Township One (1) North, Range Two (2) East of the Gila and Salt River Base and Meridian, Subject to an Easement for road purposes over the following described land beginning at a point situated North 1008 West 67.75 feet and continuing to the following described corner of said section 20; thence South 70.25 East 889.37 feet to a point on the West line of the County Road; thence North 1908 West 21.08 feet to the place of beginning.

has been executed and delivered by Grantor to Maricopa County.

NOW THEREFORE, in consideration of the same and further consideration hereinafter set forth, it is agreed, that this instrument contains the entire agreement between the parties hereto; there being no further consideration paid than herein specified.

## THE COUNTY OF MARICOPA AGREES:

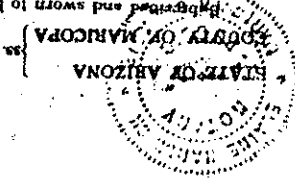
1. To use the above described granted land for general utility and benefit.
2. To move approximately 100 feet of chain link fence 10 feet back of the 40 foot line; gate houses to be in the ten foot back of R/W line.
3. To relocate or replace cattle guard.

only for the purposes as given in said general utility and benefit document. For the purposes stated in said herein mentioned document.

THE GRANTOR AGREES: To grant an easement for the above described land to the County of Maricopa for only the general utility and benefit of the public.

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

Grantor  
*[Signature]*  
Grantor  
*[Signature]*



My commission expires 3/31/64  
Subscribed and sworn to before me this 6th day of April, 1961.

SEAL: Recommended for approval: *[Signature]* Right of Way Agent  
Recommended for approval: *[Signature]* County Engineer  
ACCEPTED: MARICOPA COUNTY BOARD OF SUPERVISORS

by *[Signature]* Chairman of the Board  
Date: *[Signature]*

BOARD OF SUPERVISORS

I do hereby certify that the w named instrument was recorded at request

Fee No.:

MARICOPA CO. RD. OF SUPERVISORS

22394

9208-748-749

Records of Maricopa County, Arizona.

JAN 28 '72 -2 55

WITNESS my hand and official seal the day and year aforesaid.

Fee: 24-R. AGR.

PAUL N. MARSTON

By

Jean John

County Recorder

Deputy Recorder

When recorded return to: MARICOPA COUNTY BOARD OF SUPERVISORS

n/c

EASEMENT AND AGREEMENT FOR HIGHWAY PURPOSES

104-59-1

Project No. 11500 (23-039), 51st Ave. (Salt River Bridge)

Item No. J-2776

HENDERSON STOCKTON and LOIS M. STOCKTON,

GRANTORS,

for and in consideration of the sum of One Dollar and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant to MARICOPA COUNTY, a political subdivision of the State of Arizona, its successors, and assigns, a permanent easement and right-of-way, for the following purposes, namely: The right to enter upon the hereinafter described land and grade, level, fill, drain, pave, build, maintain, repair and rebuild a road or highway, including incidental purposes consistent therewith, together with such bridges, culverts, ramps and cuts as may be necessary, on, over, under, and across the ground embraced within the right-of-way situated in the County of Maricopa, State of Arizona, and described as follows:

The West Thirty(30) feet of the East Seventy(70) feet of the South 455.79 feet of the South one-half of the Southeast one-quarter(S 1/2 of SE 1/4) of Section Twenty(20), Township One(1) North, Range Two(2) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

MARICOPA COUNTY PROCLAMATION 1/6/72 1/13/72 Approved NMC

MARICOPA COUNTY HIGHWAY DEPT

1977 JAN 11 AM 11:05

To have and to hold the said easement and right-of-way unto Maricopa County, a political subdivision of the State of Arizona and unto its successors and assigns forever, together with the right of ingress and egress to permit the economical operation and maintenance of said public highway and all incidents thereto, and together with the right to authorize, permit, and license the use thereof for utilities or other public purposes not inconsistent with its primary use as a highway.

And the Grantors hereby covenant that they are lawfully seized and possessed on this aforementioned tract or parcel of land; that they have a good and lawful right to sell and convey it; and that they will warrant the title and quiet possession thereto against the lawful claim of all persons, subject to easements of record.

The said easement to include the right to cut back and trim such portion of the branches and tops of the trees now growing or that may hereafter grow upon the above described premises, as may extend over said right-of-way, so as to prevent the same from interfering with the efficient maintenance and operation of said public highway.

In the event the right, privilege and easement herein granted shall be abandoned and permanently cease to be used for the purposes herein granted all rights herein granted shall cease and revert to the grantors, their heirs or assigns.

Wherever in the foregoing instrument the plural is used, it will be read as singular when necessary, and wherever words indicating gender are employed they will apply to either masculine, feminine or neuter as the context requires.

(See Reverse Side For Agreement and Signatures)

4

PHOTOSTATIC COPIES REQUESTED  
 MARICOPA COUNTY HIGHWAY DEPT.  
 MARICOPA COUNTY P & Z COMM.

Date January 24, 1972

by [Signature]  
 Chairman of the Board  
 MARICOPA COUNTY BOARD OF SUPERVISORS

ACCEPTED: [Signature]  
 Right of Way Agent  
 Recommended for approval

[Signature]  
 Clerk of Board of Supervisors

ATTEST:  
[Signature]  
 County Engineer  
 Notary Public  
 SEAL: [Signature]

My commission expires 9/24/72  
 Subscribed and sworn to before me this 3rd day of January, 1972

STATE OF ARIZONA  
 COUNTY OF MARICOPA } ss.

Grantor \_\_\_\_\_  
[Signature]  
 Grantor

Grantor \_\_\_\_\_  
[Signature]  
 Grantor

Dated this 3rd day of January, 1972

1. To grant an easement for the above described land to the County of Maricopa for the general welfare and benefit of the public.
2. That the County, or its agents, is hereby granted the right to enter upon the remaining property of the Grantor for the purpose of accomplishing #B above.

THE GRANTOR \_\_\_\_\_ AGREE \_\_\_\_\_

NOW THEREFORE, in consideration of the same and further consideration hereinafter set forth, it is agreed, that this instrument contains the entire agreement between the parties hereto there being no further consideration paid than herein specified.

THE COUNTY OF MARICOPA AGREES:

A. To use the above described land for the general welfare and benefit of the public.

B. That, if in the opinion of the County Engineer it becomes necessary, fences, private ditches (irrigation or otherwise), and private structures will be relocated in kind to the grantor's property, clear of the above described right-of-way, at no expense to the grantor except as may be herein otherwise agreed.

C. To grade out a 30-foot roadway from the north property line to the south property line adjacent to our west right-of-way line. The County will not maintain this private roadway.



STATE OF ARIZONA } ss. hereby certify that the within instrument was filed and recorded  
County of Maricopa

Fee No.  
**190804**

IN DOCKET 8302 Page 173-174 and indexed in deeds  
OCT 20 '70 -2 25  
MARICOPA COUNTY ENGINEER

**DI-DEED**  
Compared Photostated Fee:  
n/c

When recorded, return to:  
Maricopa County Board of Supervisors   
Maricopa County Engineer

Witness my hand and official seal.  
PAUL N. MARSTON County Recorder  
By *[Signature]* Deputy Recorder

RELEASE OF LEASE Project #23-039, 51st Ave.  
**Quit-Claim Deed** (Salt River Bridge)  
Item #J-2777

For the consideration of One Dollar, and other valuable considerations, I or we, 104-60-2

VINNELL CORPORATION grantor  
hereby quit-claim to MARICOPA COUNTY, a political subdivision of the State of Arizona, grantee, all right, title, or interest in the following real property situated in Maricopa County, Arizona:

M.C.E.D.  
P.E.D.  
8/14/70  
Checked  
8/17/70  
Approved  
*[Signature]*

The East Thirty(30) feet of the West Seventy(70) feet of the South 455.79 feet of the Southwest one-quarter(SW $\frac{1}{4}$ ) of Section Twenty-one(21), Township One(1) North, Range Two(2) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Subject to the Rights of Vinnell Corporation, 1145 Westminster Avenue, Alhambra, California, under the terms of a Lease Agreement dated Jan. 1, 1962.

TO HAVE AND TO HOLD the same together with all the appurtenances thereunto belonging, to the grantee, its successors and assigns forever, for the use and benefit to the public as a right of way, for highway purposes.

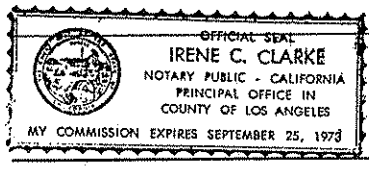
Dated this 11th day of August, 1970

**VINNELL CORPORATION**  
By *[Signature]* L. N. CARLSON VICE PRESIDENT  
By *[Signature]* WM. L. HILGER, SECRETARY

STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES } ss.  
~~COUNTY OF MARICOPA~~

This instrument was acknowledged before me this 11th day of August, 1970, by

L. N. Carlson, Vice President and Wm. L. Hilger Secretary of the Vinnell Corporation



*[Signature]*  
Notary Public  
My commission expires Sept. 25, 1973

STATE OF ARIZONA } ss.  
County of MARICOPA

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 195, by \_\_\_\_\_

\_\_\_\_\_  
Notary Public  
My commission expires \_\_\_\_\_

PHOTOSTATIC COPIES REQUESTED  
MARIKOPA COUNTY HIGHWAY DEPT.  
MARIKOPA COUNTY P & Z COMM.

STATE OF ARIZONA  
COUNTY OF MARIKOPA

Project No. 23-039, 51st Ave.  
Item No. J-2777 (Winell Corp)  
(Release of Lease)

*[Signature]*  
County Engineer

ATTEST:

Recommended for approval:  
P & Z Chief Cartographer

*[Signature]*  
Clerk of Board of Supervisors

by: *[Signature]*  
Chairman of the Board

ACCEPTED:  
MARIKOPA COUNTY BOARD OF  
SUPERVISORS

Date: *October 13, 1970*

9933

OCT 10 1980 -10 15

When recorded, return to:  
Maricopa County Board of Supervisors   
Maricopa County Engineer

Witness my hand and official seal.  
BILL HENRY County Recorder  
By Jason Ono Deputy Recorder

Compared Photostated Fee he  
Recorded at Request of Board of Supervisors.

11501 - 51st Ave Bridge @ Salt River  
U-376  
104-63-4B

Quit-Claim Deed

For the consideration of One Dollar, and other valuable considerations, I or we,

Adolph & Sophie Bulleri (Adolph Bulleri and Sophie Bulleri, his wife) grantor  
hereby quit-claim to MARICOPA COUNTY, a political subdivision of the State of Arizona, grantee, all right, title, or interest  
in the following real property situated in Maricopa County, Arizona:

28-11125 5 3/4 MM  
708-63-10 B 1,610 AC  
9660

See Exhibit A



Recommended for approval: Thomas R. Fatta  
Right-of-way Agent

Althoff  
Deputy County Engineer

ACCEPTED:  
MARICOPA COUNTY BOARD OF SUPERVISORS  
Fred Kroyer  
Chairman of the Board

ATTEST:  
Phyllis Woodell  
Clerk of the Board

Date OCT 6 1980

TO HAVE AND TO HOLD the same together with all the appurtenances thereunto belonging, to the grantee, its successors and assigns forever, for the use and benefit to the public as a right of way, for highway purposes.

Dated this 17th day of September, 19 80

Sophie Bulleri

Adolph Bulleri

STATE OF ARIZONA } ss.  
County of MARICOPA

This instrument was acknowledged before me this 17th day of September, 19 80, by

Adolph & Sophie Bulleri

Thomas R. Fatta  
Notary Public  
My commission expires My Commission Expires June 20, 1982

DN1 14753PC 754

Exhibit "A"

That portion of the South three-quarters of the Northwest one-quarter (S3/4, NW1/4) of Section Twenty-eight (28), Township One (1) North, Range Two (2) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona lying within a strip of land 200 feet wide, lying 100 feet on each side of the following described centerline:

Beginning at the East one-quarter (1/4) corner of Section Twenty-nine (29), Township One (1) North, Range Two (2) East of the Gila and Salt River Base and Meridian Maricopa County, Arizona; thence North 12°33'57" West, (assumed bearing), 1200 feet along the East line of said Section 29 to the True Point of Beginning for the herein described 200-foot wide strip of land, also being shown as Engineers Highway Station 12+00 on the plans for Maricopa County Highway Department project work order 11501, bridge on 51st Avenue at Salt River; THENCE North 12°33'57" West, 622.28 feet along said Section line to Engineers Highway Station 18+22.28 and the beginning of a curve concave Northeastly, having a radius of 1400.00 feet and a central angle of 1°57'30"; thence Northwestly and Northerly, 47.85 feet along said curve to Engineers Highway Station 18+70.13 and the beginning of a tangent; thence North 10°36'27" West 1704.21 feet to the beginning of a curve concave North-easterly, having a radius of 2000 feet and a central angle of 4°24'33"; thence Northwestly and Northerly, 153.91 feet along the arc of said curve to Engineers Highway Station 35+74.33 to a point on the East line of Section 20 and the beginning of a tangent; thence North 6°11'54" West, 371.76 feet to Engineers Highway Station 41+00 and the True Point of Ending for the herein described 200-foot wide strip of land; thence continuing for a tie North 6°11'54" West, 1634.61 feet to the East one-quarter (1/4) corner of Section Twenty (20), Township One (1) North, Range Two (2) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

ALSO a strip of land Twenty-five (25) feet wide having as its Easterly line the Westerly line of the herein described 200-foot wide strip of land and beginning at Engineers Highway Station 34+00 and ending at Engineers Highway Station 35+74.33.

EXCEPT any portion thereof lying within existing right-of-way as shown in Book 3 of Road Maps, Page 50, M.C.R. and Docket 3683, Page 40, M.C.R.

APPROVED
09/11/82
Checked
09/15/82
PROOFED
09/15/82
M.C.R.D.



CONTRACT NO. 80-626

S25W 21-1W2E  
104-60-2A  
Project No. 11501  
51st Ave. Bridge @  
Salt River  
Item No. U-374

353269  
EASEMENT (ES)

1.37Ac

EASEMENT FOR HIGHWAY PURPOSES

Recorded at Request of Board of Supervisors.

The STATE OF ARIZONA, acting by and through its Department of Transportation, hereinafter called "GRANTOR", for and in consideration of the sum of ONE DOLLAR (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant to MARICOPA COUNTY, a political subdivision of the State of Arizona, its successors, and assigns, a permanent easement and right-of-way, for the following purposes: The right to enter upon the hereinafter described land and grade, level, fill, drain, pave, build, maintain, repair and rebuild a road or highway, including incidental purposes consistent herewith, together with such bridges, culverts, ramps and cuts as may be necessary, on, over, under, and across the ground embraced within the right-of-way situated in the County of Maricopa, State of Arizona, and described as follows:

That portion of the South half of the Southwest quarter (S $\frac{1}{2}$  SW $\frac{1}{4}$ ) of Section 21, Township 1 North, Range 2 East, Gila and Salt River Meridian, Maricopa County, Arizona, found to be lying within a strip of land 200 feet wide, lying 100 feet on each side of the following described centerline:

Beginning at the East quarter corner of Section 29, Township 1 North, Range 2 East, Gila and Salt River Meridian, Maricopa County, Arizona; thence North 12° 33' 57" West (Assumed Bearing), 1200 feet along the East line of said Section 29 to the TRUE POINT OF BEGINNING for the herein described 200-foot wide strip of land also being shown as Engineers Highway Station 12+00 on the plans for Maricopa County Highway Department Project Work Order No. 11501, Bridge on 51st Avenue at Salt River; thence North 12° 33' 57" West, 622.28 feet along said Section line to Engineers Highway Station 18+22.28 and the beginning of a curve concave northeasterly, having a radius of 1400.00 feet and a central angle of 1° 57' 30"; thence northwesterly and northerly, 47.85 feet along said curve to Engineers Highway Station 18+70.13 and the beginning of a tangent; thence North 10° 36' 27" West, 1704.21 feet to the beginning of a curve concave northeasterly, having a radius of 2000 feet and a central angle of 4° 24' 33"; thence northwesterly and northerly, 153.91 feet along the arc of said curve to a point on the East line of Section 20 and the beginning of a tangent; thence North 6° 11' 54" West, 371.76 feet to Engineers Highway Station 41+00 and the TRUE POINT OF ENDING for the herein described 200-foot wide strip of land; thence continuing for a tie North 6° 11' 54" West, 1634.61 feet to the East quarter corner of Section 20, Township 1 North, Range 2 East, Gila and Salt River Meridian, Maricopa County, Arizona.

M.C.H.D.  
Proofed  
TRF  
9/29/80  
Checked  
TRF  
9/29/80  
Approved  
JEA  
9/29/80

ALSO a strip of land 25 feet wide having as its easterly line the westerly line of the herein described 200-foot wide strip of land and beginning at Engineers Highway Station 34+00 and ending at Engineers Highway Station 35+74.33.

EXCEPT any portion lying within the existing rights-of-way as shown in Book 2 of Road Maps, Page 14 and in Docket 3683, Page 43 and Docket 8364, Page 170, all in M.C.R.

Grantee shall indemnify and save harmless the Grantor from any and all claims, demands or causes of action resulting from injuries or death to any person or damage to property arising out of the construction or removal, realignments or relocation and maintenance of the Grantee's facilities upon said parcel of land, or by reason of anything done, or permitted to be done, or omitted to be done by the Grantee in or about said parcel of land, by contract, license, easement or otherwise.

To have and to hold the said easement and right-of-way unto Maricopa County, a political subdivision of the State of Arizona and into its successors and assigns forever, together with the right of ingress and egress to permit the economical operation and maintenance of said public highway and all incidents thereto.

The said easement to include the right to cut back and trim such portion of the branches and tops of the trees now growing or that may hereafter grow upon the above described premises, as may extend over said right-of-way, so as to prevent the same from interfering with the efficient maintenance and operation of said public highway.

In the event the right, privilege and easement herein granted shall be abandoned and permanently cease to be used for the purposes herein granted all rights herein granted shall cease and revert to the Grantor, its successor or assigns.

Dated this 25th day of September, 1980.

STATE OF ARIZONA

W. A. Ordway  
W. A. Ordway, Director  
Arizona Department of Transportation

STATE OF ARIZONA )  
) ss. )  
COUNTY OF MARICOPA )

On this the 25th day of September, 1980, before me, Beverly W. Giffith, the undersigned Notary Public, personally appeared W. A. Ordway, Director, Arizona Department of Transportation, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

Beverly W. Giffith  
NOTARY PUBLIC

Thomas R. Smith  
County Engineer  
Right of Way Agent

My Commission expires: \_\_\_\_\_  
My Commission Expires Oct. 17, 1983

Recommended for approval:

ACCEPTED: \_\_\_\_\_  
MARICOPA COUNTY BOARD OF SUPERVISORS

By Frank Knight  
Chairman of the Board  
Date OCT 20 1980

WRL:pa  
8-28-80

STATE OF ARIZONA }  
County of Maricopa } ss  
I hereby certify that the within instrument was filed and recorded at request of \_\_\_\_\_  
MARICOPA CO. BD. OF SUPERVISORS

OCT 29 1980 8:00  
in Booklet 147386  
in Page 102-203  
Witness my hand and official seal the day and year aforesaid:  
Bill Sherry

Coverly Recorder  
Deputy Recorder

30 OCT 15 1980

DK147386 103

I do hereby certify that the within named instrument was recorded at request of  
11058-437-438 MARICOPA CO. BD. OF SUPERVISORS

Fee No.:  
45103

MAR 5 - 1975 - 8 30 Records of Maricopa County, Arizona.  
WITNESS my hand and official seal the day and year aforesaid.

Fee:

By TOM FREESTONE County Recorder  
By R. Lance Deputy Recorder

When recorded return to: MARICOPA COUNTY BOARD OF SUPERVISORS

**EASEMENT AND AGREEMENT FOR HIGHWAY PURPOSES** 101-47-2, 1

Project No. DD-5721

Item No. Z-74-82

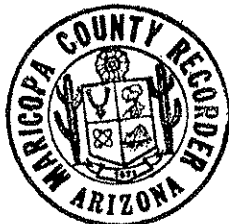
LAKIN CATTLE COMPANY, an Arizona Corporation

**GRANTORS,**

for and in consideration of the sum of One Dollar and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant to MARICOPA COUNTY, a political subdivision of the State of Arizona, its successors, and assigns, a permanent easement and right-of-way, for the following purposes, namely: The right to enter upon the hereinafter described land and grade, level, fill, drain, pave, build, maintain, repair and rebuild a road or highway, including incidental purposes consistent therewith, together with such bridges, culverts, ramps and cuts as may be necessary, on, over, under, and across the ground embraced within the right-of-way situated in the County of Maricopa, State of Arizona, and described as follows:

M.C.H.D.  
Proofed  
DMC  
1/22/75  
Checked  
DMC  
2/18/75  
Approved  
DMC  
2/20/75

The West Forty(40) feet of the Northwest one-quarter of the Southwest one-quarter(NW¼ of SW¼) of Section Thirty-two(32), Township One(1) North, Range One(1) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.



To have and to hold the said easement and right-of-way unto Maricopa County, a political subdivision of the State of Arizona and unto its successors and assigns forever, together with the right of ingress and egress to permit the economical operation and maintenance of said public highway and all incidents thereto, and together with the right to authorize, permit, and license the use thereof for utilities or other public purposes not inconsistent with its primary use as a highway.

And the Grantors hereby covenant that they are lawfully seized and possessed on this aforementioned tract or parcel of land; that they have a good and lawful right to sell and convey it; and that they will warrant the title and quiet possession thereto against the lawful claim of all persons, subject to easements of record.

The said easement to include the right to cut back and trim such portion of the branches and tops of the trees now growing or that may hereafter grow upon the above described premises, as may extend over said right-of-way, so as to prevent the same from interfering with the efficient maintenance and operation of said public highway.

In the event the right, privilege and easement herein granted shall be abandoned and permanently cease to be used for the purposes herein granted all rights herein granted shall cease and revert to the grantors, their heirs or assigns.

Wherever in the foregoing instrument the plural is used, it will be read as singular when necessary, and wherever words indicating gender are employed they will apply to either masculine, feminine or neuter as the context requires.

NOW THEREFORE, in consideration of the same and further consideration hereinafter set forth, it is agreed, that this instrument contains the entire agreement between the parties hereto there being no further consideration paid than herein specified.

THE COUNTY OF MARICOPA AGREES: 1975 FEB 13 11:28

A. To use the above described land for the general welfare and benefit of the public.

STATE OF ARIZONA

ss.

County of Maricopa Before me, William C. Brown Notary Public in and for said County.

State of Arizona, on this day personally appeared

known to me to be the person whose name is

subscribed to the foregoing instrument as

of the Corporation described in the foregoing instrument, and as such

acknowledged to me that he executed the same for said Corporation, for the purpose and con-

sideration therein expressed, as his free act and deed and by each of them voluntarily executed

Given under my hand and seal of office, this 7 day of February A.D., 1975

Notary Public

My Commission Expires Oct 31, 1978

THE GRANTOR AGREES:

1. To grant an easement for the above described land to the County of Maricopa for the general welfare and benefit of the public.
2. That acceptance of this dedication in no way obligates Maricopa County to construct or maintain a roadway within the right-of-way granted by this document.
3. It is further agreed that any existing encroachments within the right-of-way granted by this easement will be removed or relocated to Grantor's remaining property at no expense to County.

Dated this 7th day of February 1975

Grantor by Charles A. Fisher  
Grantor Fisher Cattle Co

Grantor

Grantor

STATE OF ARIZONA }  
COUNTY OF MARICOPA } ss.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

SEAL:

Notary Public \_\_\_\_\_  
County Engineer \_\_\_\_\_  
ATTEST: \_\_\_\_\_

Clerk of Board of Supervisors \_\_\_\_\_

Recommended for approval: \_\_\_\_\_  
Right of Way Agent \_\_\_\_\_

ACCEPTED: \_\_\_\_\_  
MARICOPA COUNTY BOARD OF SUPERVISORS  
by \_\_\_\_\_  
Chairman of the Board

Date March 13, 1975



I do hereby certify that the within named instrument was recorded at request of

Fee No.:

11058-437-438 MARICOPA CO. BD. OF SUPERVISORS

45103

MAR 5 - 1975 -8 30 Records of Maricopa County, Arizona.  
WITNESS my hand and official seal the day and year aforesaid.

Fee:

TOM FREESTONE By R. Loman  
County Recorder Deputy Recorder

When recorded return to: MARICOPA COUNTY BOARD OF SUPERVISORS

EASEMENT AND AGREEMENT FOR HIGHWAY PURPOSES 101-47-2, 1

Project No. DD-5721

Item No. Z-74-82

LAKIN CATTLE COMPANY, an Arizona Corporation

GRANTORS,

for and in consideration of the sum of One Dollar and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant to MARICOPA COUNTY, a political subdivision of the State of Arizona, its successors, and assigns, a permanent easement and right-of-way, for the following purposes, namely: The right to enter upon the hereinafter described land and grade, level, fill, drain, pave, build, maintain, repair and rebuild a road or highway, including incidental purposes consistent therewith, together with such bridges, culverts, ramps and cuts as may be necessary, on, over, under, and across the ground embraced within the right-of-way situated in the County of Maricopa, State of Arizona, and described as follows:

M.C.H.D.  
Projected  
R.M.C.  
1/22/75  
Checked  
R.M.C.  
2/18/75  
Approver  
R.M.C.  
2/20/75

The West Forty(40) feet of the Northwest one-quarter of the Southwest one-quarter(NW¼ of SW¼) of Section Thirty-two(32), Township One(1) North, Range One(1) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.



To have and to hold the said easement and right-of-way unto Maricopa County, a political subdivision of the State of Arizona and unto its successors and assigns forever, together with the right of ingress and egress to permit the economical operation and maintenance of said public highway and all incidents thereto, and together with the right to authorize, permit, and license the use thereof for utilities or other public purposes not inconsistent with its primary use as a highway.

And the Grantors hereby covenant that they are lawfully seized and possessed on this aforementioned tract or parcel of land; that they have a good and lawful right to sell and convey it; and that they will warrant the title and quiet possession thereto against the lawful claim of all persons, subject to easements of record.

The said easement to include the right to cut back and trim such portion of the branches and tops of the trees now growing or that may hereafter grow upon the above described premises, as may extend over said right-of-way, so as to prevent the same from interfering with the efficient maintenance and operation of said public highway.

In the event the right, privilege and easement herein granted shall be abandoned and permanently cease to be used for the purposes herein granted all rights herein granted shall cease and revert to the grantors, their heirs or assigns.

Wherever in the foregoing instrument the plural is used, it will be read as singular when necessary, and wherever words indicating gender are employed they will apply to either masculine, feminine or neuter as the context requires.

STATE OF ARIZONA } ss. I hereby certify that the within instrument was filed and recorded  
County of Maricopa } NOV 14 '61 - 3 10  
IN DOCKET & Page 219-220 and indexed in

Fee No. 197481

MARICOPA CO. BD. OF SUPERVISORS

When recorded, return to:  
Maricopa County Board of Supervisors

Witness my hand and official seal.  
N. C. Henry  
County Recorder  
By *[Signature]*  
Deputy Recorder

Compared Photostated Fee: 2/5

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M.C.H.D. Proofed  
11/1/61  
Checked  
Approved  
WH  
11/1/61

M.C.H.D. Proofed  
11/5/61  
Checked  
WH  
11/2/61  
Approved  
WH  
11/2/61

# EASEMENT HIGHWAY PURPOSES

R/W FAS 239(5) 51st Ave.  
Item 22

D. E. OVERFIELD and MILDRED E. OVERFIELD, his wife

GRANTORS,

for and in consideration of the sum of One Dollar and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant to MARICOPA COUNTY, a political subdivision of the State of Arizona, its successors, and assigns, a permanent easement and right-of-way, for the following purposes, namely: The right to enter upon the hereinafter described land and grade, level, fill, drain, pave, build, maintain, repair and rebuild a road or highway, including incidental purposes consistent therewith, together with such bridges, culverts, ramps and cuts as may be necessary, on, over, under, and across the ground embraced within the right-of-way situated in the County of Maricopa, State of Arizona, and described as follows:

That part of Lots Fifty-five(55), Fifty-six(56), and Fifty-eight(58), MARICOPA GARDEN FARMS, a subdivision in Sections Twenty-eight(28) and Twenty-nine(29), Township One(1) North, Range Two(2) East of the Gila and Salt River Base and Meridian, as shown in Book 11 of Maps, page 38 records of Maricopa County Recorder described as follows: Beginning at a point on the West line of said Lot 58, a distance of 33 feet North of the South line of said Section 29; thence North 7 feet; thence Easterly parallel with the South line of said Section 29 to a point 70 feet West of the East line of said Section 29 and 40 feet North of the South line of said Section 29; thence along the arc of a curve concave to the Northwest with a radius of 30 feet to a point 40 feet West of the East line of said Section 29; thence Northerly parallel with the East line of said Section 29 to a point on the North line of said Lot 55; thence East 7 feet; thence Southerly parallel with and 33 feet West of the East line of said Section 29 to a point 33 feet West and 33 feet North of the Southeast corner of said Section 29; thence Westerly parallel with and 33 feet North of the South line of said

(SEE REVERSE SIDE OF THIS INSTRUMENT FOR COMPLETION OF DESC.)  
To have and to hold the said easement and right-of-way unto Maricopa County, a political subdivision of the State of Arizona and unto its successors and assigns forever, together with the right of ingress and egress to permit the economical operation and maintenance of said public highway and all incidents thereto, and together with the right to authorize, permit, and license the use thereof for utilities or other public purposes not inconsistent with its primary use as a highway.

And the Grantors hereby covenant that they are lawfully seized and possessed on this aforementioned tract or parcel of land; that they have a good and lawful right to sell and convey it; and that they will warrant the title and quiet possession thereto against the lawful claim of all persons.

The said easement to include the right to cut back and trim such portion of the branches and tops of the trees now growing or that may hereafter grow upon the above described premises, as may extend over said right-of-way, so as to prevent the same from interfering with the efficient maintenance and operation of said public highway.

In the event the right, privilege and easement herein granted shall be abandoned and permanently cease to be used for the purposes herein granted all rights herein granted shall cease and revert to the grantors, their heirs or assigns.

Wherever in the foregoing instrument the plural is used, it will be read as singular when necessary, and wherever words indicating gender are employed, they will apply to either masculine, feminine or neuter as the context requires.

Dated this 25<sup>th</sup> day of October, 1961

(Seal) *[Signature]* (Seal)  
(Seal) *[Signature]* (Seal)  
by (Seal) \_\_\_\_\_ (Seal)

STATE OF ARIZONA } ss.  
County of MARICOPA }

This instrument was acknowledged before me this 25<sup>th</sup> day of October, 1961 by

D. E. OVERFIELD and MILDRED E. OVERFIELD, his wife

FORM 95-19 (REV. 8-15-61)

NOTARY PUBLIC  
*[Signature]*  
Notary Public

My commission expires

ST/ COI My SE/ Rec AC/ MA SUI by Dat 95-23

AKT-3921/16/20

Section 29 to the point of beginning. Also that part of Lot Fifty-four(54) MARICOPA GARDEN FARMS, a subdivision in Sections Twenty-eight(28) and Twenty-nine(29), Township One(1) North, Range Two(2) East of the Gila and Salt River Base and Meridian, as shown in Book 11 of Maps, page 38 records of Maricopa County Recorder described as follows: Beginning at a point on the East line of said Lot 54 a distance of 33 feet North of the South line of said Section 28; thence Westerly parallel to and 33 feet North of the South line of said Section 28 to a point 33 feet North of and 33 feet East of the Southwest corner of said Section 28; thence Northerly parallel to and 33 feet East of the West line of said Section 28 to a point in the Northerly line of said Lot 54 and 33 feet East of the West line of said Section 28; thence North 86°45' East 7 feet, more or less, to a point 40 feet East of the West line of said Section 28; thence Southerly parallel to and 40 feet East of the West line of Section 28 to a point 70 feet North of the South line of said Section 28; thence along the arc of a curve concave to the Northeast with a radius of 30 feet to a point 40 feet North and 70 feet East of the Southwest corner of said Section 28; thence East parallel with and 40 feet North of the South line of said Section 28 to a point on the East line of said Lot 54; thence South 7 feet to the point of beginning.

STATE OF ARIZONA, County of Maricopa; ss. I do hereby certify that the within instrument was filed and recorded at request of \_\_\_\_\_

Page 212-213-214 on NOV 1 1-3 10 at \_\_\_\_\_ M., Docket 1111

Records of Maricopa County, Arizona. N. C. "KELL" MOORE, County Recorder, By \_\_\_\_\_ Deputy.

51-12

Parcel No. 22 Phoenix

WHEREAS a document, dated October 25, 1961, in the form of

an easement covering the following described property:

That part of Lots Fifty-five(55), Fifty-six(56), and Fifty-eight(58), MARICOPA GARDEN FARMS, a subdivision in Sections Twenty-eight(28) and Twenty-nine(29), Township One(1) North, Range Two(2) East of the Gila and Salt River Base and Meridian, as shown in Book 11 of Maps, page 38 records of Maricopa County Recorder described as follows: Beginning at a point on the West line of said Lot 58 a distance of 33 feet North of the South line of said Section 29; thence North 7 feet; thence Easterly parallel with the South line of said Section 29 to a point 70 feet West of the East line of said Section 29 and 40 feet North of the South line of said Section 29; thence along the arc of a curve concave to the Northwest with a radius of 30 feet to a point 40 feet West of the East line of said Section 29; thence Northerly parallel with the East line of said Section 29 to a point on the North line of said Lot 55; thence East 7 feet; thence Southerly parallel with and 33 feet West of the East line of said Section 29 to a point 33 feet West and 33 feet North of the Southeast corner of said Section 29; thence Westerly parallel with and 33 feet North of the South line of said Section 29 to the point of beginning. Also that part of Lot Fifty-four(54) MARICOPA GARDEN FARMS, a subdivision in Sections Twenty-eight(28) and Twenty-nine(29), Township One(1) North, Range Two(2) East of the Gila and Salt River Base and Meridian, as shown in Book 11 of Maps, page 38 records of Maricopa County Recorder described as follows: Beginning at a point on the East line of said Lot 54 a distance of 33 feet North of the South line of said Section 28; thence Westerly parallel to and 33 feet North of the South line of said Section 28 to a point 33 feet North of and 33 feet East of the Southwest corner of said Section 28; thence Northerly parallel to and 33 feet East of the West line of said Section 28 to a point in the Northerly line of said Lot 54 and 33 feet East of the West line of said Section 28; thence North 86°45' East 7 feet, more or less, to a point 40 feet East of the West line of said Section 28; thence Southerly parallel to and 40 feet East of the West line of said Section 28 to a point 70 feet North of the South line of said Section 28; thence along the arc of a curve concave to the Northeast with a radius of 30 feet to a point 40 feet North and 70 feet East of the Southwest corner of said Section 28; thence East parallel with and 40 feet North of the South line of said Section 28 to a point on the East line of said Lot 54; thence South 7 feet to the point of beginning.

M.C.H.D. Proofed Checked Approved WA 11/1/61

Grantor \_\_\_\_\_  
Grantor \_\_\_\_\_

STATE OF ARIZONA }  
COUNTY OF MARICOPA } ss.

Subscribed and sworn to before me this 25<sup>th</sup> day of October, 1961

My commission expires August 10, 1962 Alfred J. Brittan  
Notary Public

SEAL: Recommended for approval: A. J. Brittan Right of Way Agent  
Recommended for approval: Walter H. Hild Chief Right-of-Way Agent

Recommended for approval: Samuel T. Sanford County Engineer

ACCEPTED: MARICOPA COUNTY BOARD OF SUPERVISORS

ATTEST: Phas Guerice Clerk of Board of Supervisors

by B. W. Burns Chairman of the Board

Date November 13, 1961

BOARD OF SUPERVISORS

217

04419

When recorded, return to:

Maricopa County Board of Supervisors   
Maricopa County Engineer

EASEMENT

R/W 60-6-2 Parcel 21  
51st Ave. Southern to Buckeye Road

Bras Cash and Bertha E. Cash his wife

Grantors

for and in consideration of the sum of One Dollar and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant to MARICOPA COUNTY, a political subdivision of the State of Arizona, its successors and assigns, a permanent easement and right-of-way, for the following purposes, namely: The right to enter upon the hereinafter described land and grade, level, fill, drain, pave, build, maintain, repair and rebuild a road or highway, together with such bridges, culverts, ramps, and cuts as may be necessary, on, over, under, and across the ground embraced within the right-of-way situated in the County of Maricopa, State of Arizona, and described as follows:

64-75-9c, 9d

The East Seven (7) feet of the West Forty (40) feet of Lots Forty-five (45) and Forty-six (46), MARICOPA GARDEN FARMS, a Subdivision in Section Twenty-eight (28), Township One (1) North, Range Two (2) East of the Gila and Salt River Base and Meridian, as shown in Book 11 of Maps, page 38 records of Maricopa County Recorder. EXCEPT, that portion described as follows: Beginning at the Northwest corner of Lot 46; thence South along the West line of Lot 46, a distance of 665.6 feet; thence East, parallel to the North line of Lot 46, a distance of 503 feet; thence North to the Peninsular Ditch; thence in a Northeasterly direction, following the course of the Peninsular Ditch, to the North line of Lot 45; thence West along the North line of Lots 45 and 46 to the place of beginning.

STATE OF ARIZONA, County of Maricopa; ss.

I do hereby certify that the within instrument was filed and recorded at request of MARICOPA CO. BD. OF SUPERVISORS at \_\_\_\_\_ M., Docket 2994

1959 SEP 15 4 17 DKT 2994 PAGE 368

Records of Maricopa County, Arizona.

WITNESS my hand and official seal the day and year first above written.

151988

N. C. "KELLY" MOORE, County Recorder,

DEED By \_\_\_\_\_ Deputy. n/c

To have and to hold the said easement and right-of-way unto Maricopa County, a political subdivision of the State of Arizona and unto its successors and assigns forever, together with the right of ingress and egress to permit the economical operation and maintenance of said public highway and all incidents thereto.

And the Grantors hereby covenant that they are lawfully seized and possessed on this aforementioned tract or parcel of land; that they have a good and lawful right to sell and convey it; that it is free from all encumbrances; and that they will warrant the title and quiet possession thereto against the lawful claim of all persons.

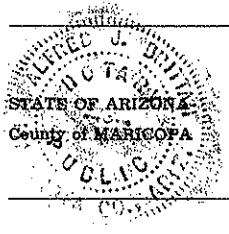
The said easement to include the right to cut back and trim such portion of the branches and tops of the trees now growing or that may hereafter grow upon the above described premises, as may extend over said right-of-way, so as to prevent the same from interfering with the efficient maintenance and operation of said public highway.

In the event the right, privilege and easement herein granted shall be abandoned and permanently cease to be used for the purpose herein granted all rights herein granted shall cease and revert to the grantors, their heirs or assigns.

Wherever in the foregoing instrument the plural is used it will be read as singular, and when necessary, and wherever words indicating gender are employed, they will apply to either masculine, feminine or neuter as the context requires.

Dated this 1st day of Sept., 1959

(Seal) Bras Cash (Seal)  
(Seal) Bertha E. Cash (Seal)  
(Seal) \_\_\_\_\_ (Seal)



This instrument was acknowledged before me this 1st day of Sept., 1959, by

Bras Cash and Bertha E. Cash, his wife

Alfred J. Brittan  
Notary Public  
My commission expires \_\_\_\_\_ My Commission Expires Aug. 10, 1962

75

# Right Of Way Contract

4419

Maricopa County, State of Arizona

Project No. S239(5) or 60-C-2

Date SEPT. 1, 1959

Parcel No. 21

D 4419

WHEREAS a document, dated September 1, 1959, in the form of

~~Easement~~ covering the following described property:

~~60-C-2, Parcel 21~~

The East Seven(7) feet of the West Forty(40) feet of Lots Forty five(45) and Forty-six(46) MARICOPA GARDEN FARMS, a Subdivision in Section Twenty-eight(28), Township One(1) North, Range Two(2) East of the Gila and Salt River Base and Meridian, as shown in Book 11 of Maps, page 38 records of Maricopa County Recorder. EXCEPT that portion described as follows: Beginning at the Northwest corner of Lot 46; thence South along the West line of Lot 46, a distance of 665.6 feet; thence East, parallel to the North line of Lot 46, a distance of 503 feet; thence North to the Peninsular Ditch; thence in a Northeasterly direction, following the course of the Peninsular Ditch, to the North line of Lot 45; thence West along the North line of Lots 45 and 46 to the place of beginning,

~~To be replaced by a new right-of-way approximately 369 feet wide.~~

To remove stump approximately 1 ft. inside new right-of-way line.

THE GRANTOR S AGREE:

To give easement of Seven(7) feet for right-of-way purposes.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first

above written.



Braz Cash  
Grantor

Bertha E. Cash  
Grantor

Grantor

STATE OF ARIZONA }  
COUNTY OF MARICOPA } ss.

Subscribed and sworn to before me this 1<sup>st</sup> day of SEPT., 1959

My commission expires Aug. 10, 1962

Alfred J. Brittan  
Notary Public

SEAL:

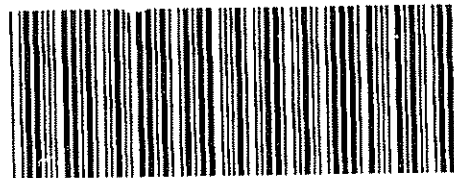
Recommended for approval: Al. Brittan  
Right of Way Agent

Recommended for approval: [Signature] County Engineer  
Recommended for approval: Walter L. Hall 9/1/59 Chief Right-of-Way Agent

ACCEPTED:  
MARICOPA COUNTY BOARD OF SUPERVISORS  
by James J. [Signature]  
Chairman of the Board  
Date 9/14/59

ATTEST:  
Jerry Loya  
Acting Clerk of Board of Supervisors

WHEN RECORDED RETURN TO:  
Maricopa County Department of Transportation  
Public Works Lands and Right-of-Way Division  
2901 West Durango Street  
Phoenix, Arizona 85009



OFFICIAL RECORDS OF  
MARICOPA COUNTY RECORDER  
HELEN PURCELL

2001-0831175 09/10/2001 11:45

CINDY 1 OF 2

**MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION  
Public Works Lands and Right-of-Way Division**

**CAPTION HEADING: EASEMENT AND AGREEMENT FOR HIGHWAY PURPOSES**

**Project No. 68943; Item No. Z1-0556**

**DO NOT REMOVE  
THIS IS PART OF THE OFFICIAL DOCUMENT**

**THIS DOCUMENT IS BEING RE-RECORDED FOR THE SOLE PURPOSE OF ATTACHING  
A REVISED LEGAL DESCRIPTION ON DOCUMENT PREVIOUSLY RECORDED IN  
RECORDER NO. 00-0408896**

**FIESTA TITLE & ESCROW AGENCY**  
A DIVISION OF TITLE REPORTING OF ARIZONA, INC.

WHEN RECORDED RETURN TO: *D20001.100*  
Maricopa County Department of Transportation  
Public Works Land and Right-of-Way Division

*21-98-11625*

OFFICIAL RECORDS OF  
MARICOPA COUNTY RECORDER  
HELEN PURCELL

00-0408896 05/30/00 04:05

CLARK 16 OF 41

## EASEMENT AND AGREEMENT FOR HIGHWAY PURPOSES

RECORDED AT THE  
REQUEST OF:  
Maricopa County Board  
of Supervisors.

Parcel No.: 104-74-001A, 004, 006, 007  
Project No.: 68943 - 51<sup>ST</sup> Avenue  
(Baseline Road to Broadway Road)  
Item No.: Z1-0556 (GMS)

**ELLIOTT HOMES, INC.,** an Arizona corporation <sup>\*</sup>GRANTORS, for and in consideration of the sum of Eighty Thousand Six Hundred Twenty Dollars (\$80,620.00) and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant to MARICOPA COUNTY, a political subdivision of the State of Arizona, its successors, and assigns, a permanent easement and right-of-way, for the following purposes, namely: The right to enter upon the hereinafter described land and grade, level, fill, drain, pave, build, maintain, repair and rebuild a road or highway, including incidental purposes consistent therewith, together with such bridges, culverts, ramps and cuts as may be necessary, on, over, under, and across the ground embraced within the right-of-way situated in the County of Maricopa, State of Arizona, and described as follows:

### SEE ATTACHED EXHIBIT "A"

To have and to hold the said easement and right-of-way unto Maricopa County, a political subdivision of the State of Arizona and unto its successors and assigns forever, together with the right of ingress and egress to permit the economical operation and maintenance of said public highway and all incidents thereto, and together with the right to authorize, permit, and license the use thereof for utilities or other public purposes not inconsistent with its primary use as a highway.

And the Grantors hereby covenant that they are lawfully seized and possessed of this aforementioned tract or parcel of land; that they have a good and lawful right to sell and convey it; and that they will warrant the title and quiet possession thereto against the lawful claim of all persons, subject to easements of record; that they accept the consideration paid hereunder as full payment for all damages to their property including any severance damages resulting from the grant of this easement and right-of-way.

The said easement to include the right to cut back and trim such portion of the branches and tops of the trees now growing or that may hereafter grow upon the above described premises, as may extend over said right-of-way, so as to prevent the same from interfering with the efficient maintenance and operation of said public highway.

In the event the right, privilege and easement herein granted shall be abandoned and permanently cease to be used for the purposes herein granted all rights herein granted shall cease and revert to the grantors, their heirs or assigns.

Wherever in the foregoing instrument the plural is used, it will be read as singular when necessary, and whenever words indicating gender are employed they will apply to either masculine, feminine or neuter as the context requires.



NOW THEREFORE, in consideration of the same and further consideration hereinafter set forth, it is agreed, that this instrument contains the entire agreement between the parties hereto and there being no further consideration paid than herein specified.

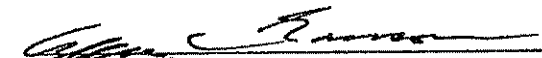
**THE COUNTY OF MARICOPA AGREES:**

- A. To use the property described herein for the general welfare and benefit of the public.
- B. To pay the Grantor the sum of Eighty Thousand Six Hundred Twenty Dollars (\$80,620.00) as payment in full for the property described herein.
- C. That, if in the opinion of the Transportation Director it becomes necessary, private structures will be relocated in kind to the Grantor's property, clear of the property described herein, at no expense to the Grantor except as may be herein otherwise agreed.

**THE GRANTOR AGREE :**

- 1. To grant an easement for the property described herein to the County of Maricopa and/or its agents for the general welfare and benefit of the public.
- 2. To accept the sum of Eighty Thousand Six Hundred Twenty Dollars (\$80,620.00) as payment in full for the property described herein.

Dated this 12 day of April, 2000 <sup>AR</sup> 1900.

  
 \_\_\_\_\_  
 Grantor \*

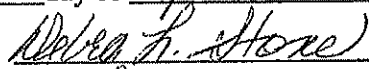
\*by Allie C. Evenson, Assistant Vice President  
 STATE OF ARIZONA )  
 )ss.  
 COUNTY OF MARICOPA )

\_\_\_\_\_  
 Grantor

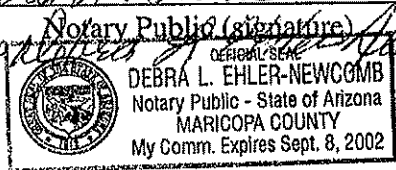
Before me, Debra L. Stone, Notary Public in and for said County, State of Arizona, on this day personally appeared Allie C. Evenson known to me to be the person whose name is subscribed to the foregoing instrument as Assistant Vice President of the Corporation described in the foregoing instrument, and as such he/she acknowledged to me that he/she executed the same for said Corporation, for the purpose and consideration therein expressed, as its free act and deed and by each of them voluntarily executed.

Given under my hand and seal of office, this 12th day of April, 2000 1900.


My Commission Expires 9-2-03

  
 \_\_\_\_\_  
 Notary Public (signature)

Recommended for approval  (RWS)  
 Right-of-Way Agent

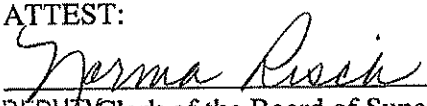


ACCEPTED:  
MARICOPA COUNTY BOARD OF SUPERVISORS

By   
 \_\_\_\_\_  
 Chairman of the Board

  
 \_\_\_\_\_  
 Right-of-Way Acquisition Manager

Date MAY 03 2000

ATTEST:  
  
 \_\_\_\_\_  
 DEPUTY Clerk of the Board of Supervisors

PARCEL NO.: 104-74-001A, 004, 006, 007  
 PROJECT NO.: 68943  
 51<sup>st</sup> Ave. (Baseline Road to Salt River Bridge)  
 ITEM NO.: Z1-0556 (GS)

Three parcels of land lying within Lots 55, 56, 58, 59 and 60 of Maricopa Garden Farms, according to Book 11 of Maps, Page 38, records of Maricopa County, Arizona being a portion of the Southeast Quarter of Section 29— T1N, R2E of the G&SRB&M, Maricopa County, Arizona, described as follows:

Parcel No. 1

The West 48.00 feet of the East 88.00 feet of said Lots 55, 56 and 58.

Parcel No. 2

The North 12.00 feet of the South 45.00 feet of said Lot 59.

Parcel No. 3

The North 12.00 feet of the South 45.00 feet of said Lot 60.

**EXCEPT** that portion thereof lying within the following described property:

Beginning at the Southeast corner of said Lot 58, said point being the Southeast corner of said Section 29; thence North 89°57'31" West along the South line of said Lots 58 and 59, a distance of 945.00 feet, thence North 00°07'48" East, a distance of 765.00 feet; thence South 89°57'31" East, a distance of 945.00 feet to a point on the East line of said Lot 58; thence South 00°07'48" West, a distance of 765.00 feet to the Point of Beginning.

The above parcels of land contain 102,321 square feet or 2.3490 acres.

MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION		
PRELIM: 2-17-99	CHK:	APPR: <i>MA 11-30-99</i>
REVISED: 4-22-99 8-3-99 10-11-99 11-10-99		
PUBLIC WORKS LAND & RIGHT OF WAY DIVISION		

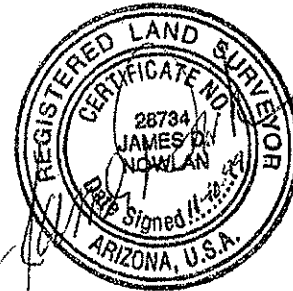


EXHIBIT "A"  
 Grantor *CE* Date *4/12/00*

PARCEL NO.: 104-74-001A, 004, 006, 007  
 PROJECT NO.: 68943  
 51<sup>st</sup> Ave. (Baseline Road to Salt River Bridge)  
 ITEM NO.: Z1-0556 (GS)

A portion of Lots 55, 56, and 58, Maricopa Garden Farms, according to Book 11 of Maps, Page 38, Maricopa County Records, Arizona being a portion of the Southeast quarter of Section 29, Township 1 North, Range 2 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona. Said portion being more particularly described as follows:

The West 48.00 feet of the East 88.00 feet of said Lots 55, 56 and 58, Maricopa Garden Farms. **EXCEPT** that portion thereof lying within the following described property:

Beginning at the Southeast corner of said Lot 58, said point being the Southeast corner of said Section 29; thence North 89°57'31" West along the South line of said Lot 58, a distance of 945.00 feet; thence North 00°07'48" East, a distance of 765.00 feet; thence South 89°57'31" East, a distance of 945.00 feet to a point on the East line of said Lot 58; thence South 00°07'48" West, a distance of 765.00 feet to the Point of Beginning.

The above described parcel of land contains 90,393 square feet or 2.0751 acres.

MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION		
PRELIM: 8-9-00	CHK: JMG	APPR: <i>llt 5-16-01</i>
REVISED: 05-16-01		FILE: I:\Dlineatn\Projects\68943\doc\z1-0556.doc
PUBLIC WORKS LAND & RIGHT OF WAY DIVISION		TITLES AND RIGHT OF WAY

**EXHIBIT "A"**

Grantor \_\_\_\_\_ Date \_\_\_\_\_

\* Phoenix

DOS45Z

102752

STATE OF ARIZONA  
County of Maricopa

ss. I hereby certify that the within instrument was filed and recorded  
SEP 20 1961 -11 30  
IN DOCKET Page and indexed in deeds

Fee No. 01-DEED  
1.61787

MARICOPA CO. BD. OF SUPERVISORS

DKT 3851 PAGE 533

Witness my hand and official seal.

N. C. Kelly Moore  
County Recorder

Compared  
Photostated  
Fee: 2/c

When recorded, return to:

Maricopa County Board of Supervisors   
Maricopa County Engineer

FAS 239(5), Parcel #20

By *Enalla* Deputy Recorder

104-75-3

### Warranty Deed

Know All Men By These Presents:

That CARMEN B. LLAMAS, wife of Antonio Llamas, dealing with her sole and separate

property

GRANTOR

of MARICOPA COUNTY, STATE OF ARIZONA, for and in consideration of the sum of ONE AND NO/100 (\$1.00)

DOLLARS, and other valuable considerations to her in

hand paid by MARICOPA COUNTY, a political subdivision of the STATE OF ARIZONA, GRANTEE herein, has granted, sold and conveyed and by these presents do grant, sell and convey unto the said GRANTEE all that certain real property situated in the County of Maricopa, State of Arizona, described as follows:

The East Seven(7) feet of the West Forty(40) feet of that part of Lots Forty-five(45) and Forty-six(46), MARICOPA GARDEN FARMS, a Subdivision in Section Twenty-eight(28), Township One(1) North, Range Two(2) East of the Gila and Salt River Base and Meridian, as shown in Book 11 of Maps, page 38 records of Maricopa County Recorder, described as follows: Beginning at the Northwest corner of Lot 46; thence South along the West line of said Lot 46 a distance of 665.6 feet; thence East, parallel to the North line of Lot 46, a distance of 503 feet; thence North to the Peninsular Ditch; thence in a Northeasterly direction following the course of the Peninsular Ditch, to the North line of Lot 45; thence West along the North line of Lots 45 and 46 to the place of beginning.

TO HAVE AND TO HOLD the above described property, together with all and singular the rights and appurtenances thereto in any wise belonging unto the said GRANTEE, its successors and assigns forever, and the GRANTOR hereby binds her heirs, executors and administrators to warrant and defend, all and singular the said property unto the said GRANTEE, against every person whomsoever, lawfully claiming or to claim the same or any part thereof.

DATED this 22nd day of August 19 51.  
*Carmen B. Llamas*

STATE OF ARIZONA }  
County of Maricopa } ss. This instrument was acknowledged before me this 22nd day of August 1951 by Carmen B. Llamas  
CARMEN B. LLAMAS, wife of Antonio Llamas, dealing with her sole and separate property  
*Antonio Llamas*  
Notary Public  
My Commission Expires: March 3, 1963

STATE OF ARIZONA }  
County of Maricopa } ss. This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
Notary Public

DKT 3851 PAGE 533

75

COUNTY DO6377 100 77

STATE OF ARIZONA } ss. I hereby certify that the within instrument was filed and recorded  
County of Maricopa

Fee No.

JAN 8 '64 - 8 00 AM  
IN DOCKET & Page and indexed in  
Phoenix Title & Trust Co. 4873 PAGE 265

3579

When recorded, return to:  
Maricopa County Board of Supervisors

Witness my hand and official seal.  
CLIFFORD H. WARD  
County Recorder

01-DEED

Compared Photostated Fee:

NO CHARGE  
Recorded at Request of Board of Supervisors

By Paul A. Thomas  
Deputy Recorder

EASEMENT

HIGHWAY PURPOSES

R/W 41-243, 67th Ave. 104-67-7

Item D-2064  
Pol. No. 1116-231

JOHN W. WESSON AND PHYLLIS A. WESSON, husband and wife; AND W. H. WESSON AND

EMMA E. WESSON, husband and wife

GRANTORS,

for and in consideration of the sum of One Dollar and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant to MARICOPA COUNTY, a political subdivision of the State of Arizona, its successors, and assigns, a permanent easement and right-of-way, for the following purposes, namely: The right to enter upon the hereinafter described land and grade, level, fill, drain, pave, build, maintain, repair and rebuild a road or highway, including incidental purposes consistent therewith, together with such bridges, culverts, ramps and cuts as may be necessary, on, over, under, and across the ground embraced within the right-of-way situated in the County of Maricopa, State of Arizona, and described as follows:

The West Seven(7) feet of the East Forty(40) feet of the East 17 7/9 rods of the Northeast One-quarter(NE 1/4) of Section Twenty-five(25), Township One(1) North, Range One(1) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;  
EXCEPT that part thereof, if any, lying within the right of way of the New State Canal.

C.H.D.  
Proofed  
MSS  
1/26/63  
Checked  
JA  
10/3/63  
Approved  
W.H.

To have and to hold the said easement and right-of-way unto Maricopa County, a political subdivision of the State of Arizona and unto its successors and assigns forever, together with the right of ingress and egress to permit the economical operation and maintenance of said public highway and all incidents thereto, and together with the right to authorize, permit, and license the use thereof for utilities or other public purposes not inconsistent with its primary use as a highway.

And the Grantors hereby covenant that they are lawfully seized and possessed on this aforementioned tract or parcel of land; that they have a good and lawful right to sell and convey it; and that they will warrant the title and quiet possession thereto against the lawful claim of all persons.

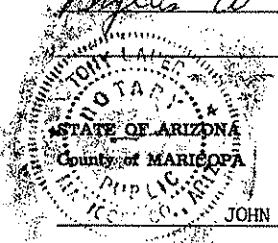
The said easement to include the right to cut back and trim such portion of the branches and tops of the trees now growing or that may hereafter grow upon the above described premises, as may extend over said right-of-way, so as to prevent the same from interfering with the efficient maintenance and operation of said public highway.

In the event the right, privilege and easement herein granted shall be abandoned and permanently cease to be used for the purposes herein granted all rights herein granted shall cease and revert to the grantors, their heirs or assigns.

Wherever in the foregoing instrument the plural is used, it will be read as singular when necessary, and wherever words indicating gender are employed, they will apply to either masculine, feminine or neuter as the context requires.

Dated this 29 day of November, 1963

John W. Wesson (Seal) Phyllis A. Wesson (Seal) Emma E. Wesson (Seal)



This instrument was acknowledged before me this 29th day of November, 1963 by

JOHN W. WESSON AND PHYLLIS A. WESSON, husband and wife; AND W. H. WESSON AND EMMA E. WESSON, husband and wife

Tony Lauer  
Notary Public

My commission expires May 8, 1966

OKT 4873 PAGE 265

23

STATE OF ARIZONA, County of Maricopa; s. \_\_\_\_\_  
I do hereby certify that the within instrument was filed and recorded at request of Phoenix Title & Trust Co. 17  
at \_\_\_\_\_ M., Docket 4873

Page 4873 PAGE 266 Records of Maricopa County, Arizona.  
WITNESS my hand and official seal the day and year first above written. CLIFFORD H. WARD 6317  
County Recorder, Maricopa County, Arizona. AC  
By: Paul W. [Signature] Deputy.

51-12 06-MISC 3580

Item No. D-2064 - Wesson  
WHEREAS a document, dated November 29, 19 63, in the form of  
an easement covering the following described property:

M.C.H.D.  
Proofed  
MRS  
JK  
11/26/63  
Checked  
WJH  
12/3/63  
Approved  
WJH  
12/3/63

The West Seven(7) feet of the East Forty(40) feet of the East 17 7/9 rods of the  
Northeast One-quarter(NE $\frac{1}{4}$ ) of Section Twenty-five(25), Township One(1) North, Range  
One(1) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;  
EXCEPT that part thereof, if any, lying within the right of way of the New State  
Canal.

has been executed and delivered by Grantor S to Maricopa County,  
NOW THEREFORE, in consideration of the same and further consideration hereinafter set  
forth, it is agreed, that this instrument contains the entire agreement between the parties hereto  
there being no further consideration paid than herein specified.

THE COUNTY OF MARICOPA AGREES:

- A. To use the above described granted land for the general welfare and benefit of the public.
- B. That in the event it becomes necessary, in the opinion of the County Engineer, to relocate fences, ditches, structures, irrigation or otherwise, that it will be accomplished at no expense to Grantor. Fences to be relocated to private property and private tail water or drainage ditches to be relocated to Grantor's property to clear the above described granted right of way.
- C. Relocate the loading shuttles, and gates if necessary as determined by County Engineers. All work shall be done in a workman like manner at no expense to Grantor.

THE GRANTOR S AGREE \_\_\_\_\_:

- 1. To grant an easement for the above described land to the County of Maricopa for the general welfare and benefit of the public.
- 2. That the County, or its agents, is hereby granted the right to enter upon the remaining property of the Grantor for the purpose of accomplishing #B above.

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



X John W. Wesson  
Grantor  
[Signature]  
Grantor  
[Signature]  
Grantor  
W H WESSON

STATE OF ARIZONA }  
COUNTY OF MARICOPA } ss.

Subscribed and sworn to before me this 29<sup>th</sup> day of November, 19 63

My commission expires My Commission Expires May 8, 1965 Tony Lavery SEAL:  
Notary Public

Recommended for approval: Tony Lavery Samuel P. [Signature]  
Right of Way Agent County Engineer

ACCEPTED:  
MARICOPA COUNTY BOARD OF SUPERVISORS

ATTEST:  
[Signature]  
Clerk of Board of Supervisors

by [Signature]  
Chairman of the Board

Date December 16, 1963

BOARD OF SUPERVISION

Recommended for approval: [Signature]  
Cited Right-of-Way Agent

COUNTY

D06262

D06262  
01-DEED

STATE OF ARIZONA  
County of Maricopa

ss. I hereby certify that the within instrument was filed and recorded

Fee No.

NOV 20 1963

IN SCKET & Pag DKT 4762

PAGE 49

and indexed in

MARICOPA CO. BD. OF SUPERVISORS

184699

When recorded, return to:  
Maricopa County Board of Supervisors

Witness my hand and official seal.

N. C. 'Kelly' Moore

County Recorder

Compared  
Photostated  
Fee:

n/c

NO CHARGE  
RECORDED IN A REPT. OF

By

*E. Allen*  
Deputy Recorder

### EASEMENT FOR HIGHWAY PURPOSES

ITEM NO. DD 2476

R/W Z-464

A.J. Evans and Mary R. Evans, his wife

SD1-34-430

#### GRANTORS,

for and in consideration of the sum of One Dollar and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant to MARICOPA COUNTY, a political subdivision of the State of Arizona, its successors, and assigns, a permanent easement and right-of-way, for the following purposes, namely: The right to enter upon the hereinafter described land and grade, level, fill, drain, pave, build, maintain, repair and rebuild a road or highway, including incidental purposes consistent therewith, together with such bridges, culverts, ramps and cuts as may be necessary, on, over, under, and across the ground embraced within the right-of-way situated in the County of Maricopa, State of Arizona, and described as follows:

C.G.H.D.  
Proofed  
*WMS*  
10/9/63  
Checked  
*WMS*  
10/9/63  
Approved  
*WMS*  
10/9/63

The South Twenty-two(22) feet of the North Fifty-five(55) feet of the East 275 feet of the West 480 feet of the North 420 feet of the Northeast One-quarter of the Northeast One-quarter(NE $\frac{1}{4}$  of NE $\frac{1}{4}$ ) of Section Twenty-six(26), Township Two(2) North, Range Seven(7) West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

To have and to hold the said easement and right-of-way unto Maricopa County, a political subdivision of the State of Arizona and unto its successors and assigns forever, together with the right of ingress and egress to permit the economical operation and maintenance of said public highway and all incidents thereto, and together with the right to authorize, permit, and license the use thereof for utilities or other public purposes not inconsistent with its primary use as a highway.

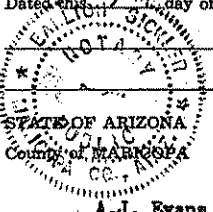
And the Grantors hereby covenant that they are lawfully seized and possessed on this aforementioned tract or parcel of land; that they have a good and lawful right to sell and convey it; and that they will warrant the title and quiet possession thereto against the lawful claim of all persons.

The said easement to include the right to cut back and trim such portion of the branches and tops of the trees now growing or that may hereafter grow upon the above described premises, as may extend over said right-of-way, so as to prevent the same from interfering with the efficient maintenance and operation of said public highway.

In the event the right, privilege and easement herein granted shall be abandoned and permanently cease to be used for the purposes herein granted all rights herein granted shall cease and revert to the grantors, their heirs or assigns.

Wherever in the foregoing instrument the plural is used, it will be read as singular when necessary, and wherever words indicating gender are employed they will apply to either masculine, feminine or neuter as the context requires.

Dated this 7 day of October, 1963



(Seal) *A.J. Evans* (Seal)  
(Seal) *Mary R. Evans* (Seal)

This instrument was acknowledged before me this 9 day of October, 1963 by

A.J. Evans and Mary R. Evans, his wife

FORM 95-19 (REV. 7-24-63)

*Edmond S. Lickler*  
Notary Public

My commission expires May 8, 1966

DKT 4762 PAGE 49

(8)

NOW THEREFORE, in consideration of the same and further consideration hereinafter set forth, it is agreed, that this instrument contains the entire agreement between the parties hereto there being no further consideration paid than herein specified.

THE COUNTY OF MARICOPA AGREES:

- A. To use the above described land for the general welfare and benefit of the public.
- B. To pay the Grantor the sum of One Thousand Nine Hundred Eighty Dollars (\$1,980) as payment in full for the right-of-way described herein.
- C. That, if in the opinion of the County Engineer it becomes necessary, fences, ditches, turnouts, if necessary, and private structures will be relocated in kind to the Grantor's property, clear of the above-described right-of-way, at no expense to the Grantor except as may be herein otherwise agreed.
- D. To perform all of the road construction for Maricopa County Project #68229 - 67th Avenue (Broadway Road to S.R. 85) without cost to the Grantor.
- E. To pay the Grantor the sum of Two Thousand Seven Hundred Seventy-five Dollars (\$2,775) as payment in full for the present worth of rent loss for the life of the improvements as severance damages.

THE GRANTOR \_\_\_\_\_ AGREE \_\_\_\_\_:

- 1. To grant an easement for the above described land to the County of Maricopa for the general welfare and benefit of the public.
- 2. To accept the sum of One Thousand Nine Hundred Eighty Dollars (\$1,980) as payment in full for the right-of-way described herein.
- 3. That the County, or its agents, are hereby granted the right to enter upon the remaining property of the Grantor for the purpose of accomplishing #C, #D & #E above.
- 4. To accept the sum of Two Thousand Seven Hundred Seventy-five Dollars (\$2,775) as payment in full for the present worth of rent loss for the life of the improvements as severance damages.

Dated this 6 day of Dec, 19 84.

Grantor Faye Shreve  
VALLEY NATIONAL BANK OF AZ, AS TRUSTEE

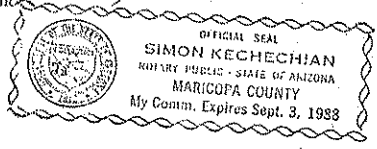
Grantor E. C. STEGMANN ASSISTANT VICE PRESIDENT Grantor

STATE OF ARIZONA }  
COUNTY OF MARICOPA } ss.

The foregoing instrument was acknowledged before me this 6 day of December, 19 84.

By FAYE SHREVE & E. C. STEGMANN AS ASSISTANT VICE PRESIDENT OF VALLEY NATIONAL BANK OF ARIZONA, AS TRUSTEE  
My commission expires Sept. 3, 1988 Simon Kechechian SEAL: Notary Public

Recommended for approval: Simon Kechechian  
Right of Way Agent



ACCEPTED:  
MARICOPA COUNTY BOARD OF SUPERVISORS  
by Stan Prustan  
Chairman of the Board

W. Collins  
Deputy County Engineer

Date: JAN 7 1985

ATTEST:  
Cherie Collins  
Clerk of Board of Supervisors



\*Phoenix DKT 4887 PAGE 36 D06415

Oct 15

STATE OF ARIZONA } ss. I hereby certify that the within instrument was filed and recorded  
County of Maricopa

Fee No.

JAN 17 '64 - 8 82 AM MARKET & Page DKT 4887 PAGE 36 and indexed in

10681  
01-DEED

Ray J Phoenix Title & Trust Co.

When recorded, return to:  
Maricopa County Board of Supervisors  
**NO CHARGE**  
Recorded at Request of  
Board of Supervisors.

Witness my hand and official seal.

CLIFFORD H. WARD  
County Recorder  
By *Shorene Stater*  
Deputy Recorder

Compared  
Photostated  
Fee:

**EASEMENT FOR HIGHWAY PURPOSES**

ITEM NO. D-2168

R/W 41-246 Broadway Rd.

Pol. No. 1116-243

VERNETTE O. IVY, a widow, AND ELIZABETH IVY HUTCHISON, 104-67-1

dealing with her sole and separate property **GRANTORS,**

for and in consideration of the sum of One Dollar and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant to MARICOPA COUNTY, a political subdivision of the State of Arizona, its successors, and assigns, a permanent easement and right-of-way, for the following purposes, namely: The right to enter upon the hereinafter described land and grade, level, fill, drain, pave, build, maintain, repair and rebuild a road or highway, including incidental purposes consistent therewith, together with such bridges, culverts, ramps and cuts as may be necessary, on, over, under, and across the ground embraced within the right-of-way situated in the County of Maricopa, State of Arizona, and described as follows:

The South Seven(7) feet of the North Forty(40) feet of the East 17 and 7/9ths rods of the Northeast One-quarter(NE $\frac{1}{4}$ ) of Section Twenty-five(25), Township One(1) North, Range One(1) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT that part lying South of the South Bank of the New State Canal.

ALSO beginning at a point South Forty(40) feet and West Fifty-five(55) feet from the Northeast corner of said Section 25, for a distance of Twenty-five(25) feet; thence Northwest to a point Forty(40) feet South of the North line and Eighty(80) feet West of the East line of said Section 25; thence East parallel with the North line of said Section 25, for a distance of Twenty-five(25) feet to the place of beginning.

M.C.H.D.  
Proofed  
1/15/63  
Checked  
WJH  
12/10/62  
Approved  
WJH  
2/10/63

To have and to hold the said easement and right-of-way unto Maricopa County, a political subdivision of the State of Arizona and unto its successors and assigns forever, together with the right of ingress and egress to permit the economical operation and maintenance of said public highway and all incidents thereto, and together with the right to authorize, permit, and license the use thereof for utilities or other public purposes not inconsistent with its primary use as a highway.

And the Grantors hereby covenant that they are lawfully seized and possessed on this aforementioned tract or parcel of land; that they have a good and lawful right to sell and convey it; and that they will warrant the title and quiet possession thereto against the lawful claim of all persons.

The said easement to include the right to cut back and trim such portion of the branches and tops of the trees now growing or that may hereafter grow upon the above described premises, as may extend over said right-of-way, so as to prevent the same from interfering with the efficient maintenance and operation of said public highway.

In the event the right, privilege and easement herein granted shall be abandoned and permanently cease to be used for the purposes herein granted all rights herein granted shall cease and revert to the grantors, their heirs or assigns.

Wherever in the foregoing instrument the plural is used, it will be read as singular when necessary, and wherever words indicating gender are employed they will apply to either masculine, feminine or neuter as the context requires.

Dated this 20 day of November, 1963

(Seal) *Vernette O. Ivy*

(Seal) *Elizabeth Ivy Hutchison*

STATE OF ARIZONA } ss.  
County of MARICOPA

This instrument was acknowledged before me this 20 day of November, 1963 by

VERNETTE O. IVY, a widow, AND ELIZABETH IVY HUTCHISON,

dealing with her sole and separate property

FORM 95-19 (REV. 7-24-63)

*Shorene Stater*  
Notary Public

My commission expires... My Commission Expires Sept. 9, 1967.

29

NO CHARGE  
Recorded at Request of  
Board of Supervisors.

# Right Of Way Contract

6415 2

Pol. No. 1116-243 Maricopa County, State of Arizona

Project No. 41-246 Broadway Rd. Date December 10, 1963

Item No. D-2168 - Ivy & Hutchison

M.C.H.D.  
Proofed  
HE.  
MSS  
02/26/63  
Checked  
WA  
12/9/63  
Approved  
WA  
12/9/63

WHEREAS a document, dated November 20, 19 63, in the form of an easement covering the following described property:

The South Seven(7) feet of the North Forty(40) feet of the East 17 and 7/9ths rods of the Northeast One-quarter(NE $\frac{1}{4}$ ) of Section Twenty-five(25), Township One(1) North, Range One(1) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT that part lying South of the South Bank of the New State Canal.

ALSO beginning at a point South Forty(40) feet and West Fifty-five(55) feet from the Northeast corner of said Section 25, for a distance of Twenty-five(25) feet; thence Northwest to a point Forty(40) feet South of the North line and Eighty(80) feet West of the East line of said Section 25; thence East parallel with the North line of said Section 25, for a distance of Twenty-five(25) feet to the place of beginning.

has been executed and delivered by Grantor S to Maricopa County.

NOW THEREFORE, in consideration of the same and further consideration hereinafter set forth, it is agreed, that this instrument contains the entire agreement between the parties hereto there being no further consideration paid than herein specified.

### THE COUNTY OF MARICOPA AGREES:

- A. To use the above described granted land for the general welfare and benefit of the public.
- B. That in the event it becomes necessary, in the opinion of the County Engineer, to relocate fences, ditches, structures, irrigation or otherwise, that it will be accomplished at no expense to Grantor. Fences to be relocated to private property and private tail water or drainage ditches to be relocated to Grantor's property to clear the above described granted right of way.

### THE GRANTOR S AGREE :

- 1. To grant an easement for the above described land to the County of Maricopa for the general welfare and benefit of the public.
- 2. That the County, or its agents, is hereby granted the right to enter upon the remaining property of the Grantor for the purpose of accomplishing #B above.

STATE OF ARIZONA, County of Maricopa; ss.

I do hereby certify that the within instrument was filed and recorded at request of Phoenix Title & Trust Co.

JAN 17 '64 - 8:00 AM Docket: DKT 4887 Page PAGE 37

Records of Maricopa County, Arizona. WITNESS my hand and official seal the day and year first above written.

06-MISC 10682

CLEFORD H. WARD, County Recorder  
By: [Signature] Deputy.

51-12

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

[Signature] Grantor  
Elizabeth Ivy Hutchison  
Grantor

STATE OF ARIZONA }  
COUNTY OF MARICOPA } ss.

Subscribed and sworn to before me this 20 day of November 1963  
My Commission Expires Sept. 9, 1967  
Notary Public

Recommended for approval: [Signature] Right of Way Agent

ATTEST: [Signature] County Engineer

ACCEPTED:  
MARICOPA COUNTY BOARD OF SUPERVISORS

by: [Signature] Chairman of the Board

[Signature] Clerk of Board of Supervisors

Date December 16, 1963

DKT 4887 PAGE 37

BOARD OF SUPERVISION

Recommended for approval: [Signature] Chief Right-of-Way Agent

Recorded at Request of  
Board of Supervisors

261131  
24-R. AGR.

DKT 973-817  
MARICOPA COUNTY  
HIGHWAY DEPT.  
-11012

1972 SEP 20 AM 11:29

# County of Maricopa

State of Arizona

Office of the Clerk

MARICOPA COUNTY  
HIGHWAY DEPT.  
1972 SEP 28 AM 11:53

State of Arizona }  
County of Maricopa } ss.

I, Rhea Woodall, Clerk of the Board of Supervisors do hereby Certify That the following is a true and correct extract from the minutes of the Board of Supervisors' meeting held September 18, 1972:

AUTHORIZATION OF ASSIGNMENT OF CERTAIN BUREAU OF INDIAN AFFAIRS ROADS TO MARICOPA COUNTY:

In accordance with recommendation by the County Engineer, Mr. Haws made the motion, which was unanimously carried, that the Board authorize the assignment of certain Bureau of Indian Affairs roads to Maricopa County. Included with this assignment is Gila River Indian Community Resolution No. GR-39-72, which grants to Maricopa County materials for road maintenance and future construction without any monetary consideration.

STATE OF ARIZONA }  
County of Maricopa } ss

I hereby certify that the within instrument was filed and recorded at request of  
MARICOPA CO. BD. OF SUPERVISORS

OCT 4 1972 - 10 30  
In Docket 9737  
On page 817-819

Witness my hand and official seal this day and year aforesaid.

Paul A. Mauton  
County Recorder  
By *Alice L. Fisher*  
County Recorder

County Engineer  
File

In Witness Whereof, I have hereunto set my hand and affixed the Official Seal of the Board of Supervisors. Done at Phoenix, the County Seat this 19th day of September A.D. 1972

*Rhea Woodall*  
Clerk of the Board of Supervisors

ASSIGNMENT OF ROAD RIGHT OF WAY

WHEREAS, the United States Department of the Interior, Bureau of Indian Affairs, Phoenix Area Office, Phoenix, Arizona, on May 2, 1960, made application pursuant to the Act of February 5, 1948 (62 Stat. 17, 25 USCA 323-328) and in accordance with Departmental Regulations 25 CFR 161 and 162, for a road right-of-way 80 feet in width and 2.263 miles in length across restricted tribal lands and individual lands of the Gila River Indian Reservation, Arizona, such right-of-way to be granted to the United States, its successors and assigns, with the right to construct, maintain, and repair improvements, thereon and thereover, for such purposes and with the further right in the United States its successors and assigns, to transfer said right-of-way by assignment, grant, or otherwise, and

WHEREAS, the Gila River Indian Community, by Resolution No. GR-724-60 dated December 21, 1960, consented to the granting of a right-of-way to the above named-applicant for a road to be constructed on and across tribal lands without the payment of any consideration for damages, and to the subsequent transfer of said right-of-way by assignment, grant, or otherwise, and

WHEREAS, the Superintendent, Pima Agency, Sacaton, Arizona, on February 23, 1962, granted the applicant an easement for a right of-way which was requested in its application of May 2, 1960, and which is more particularly described and delineated in the Grant of Easement and on the map of definite location filed by the applicant as a part of its application, and

WHEREAS, the Board of County Supervisors of Maricopa County has agreed to accept jurisdiction with respect to the future maintenance of the road and related improvements covered by the aforementioned grant of easement, subject to certain conditions as set forth in said resolution of the Gila River Indian Community.

NOW, THEREFORE, the United States Department of the Interior, Bureau of Indian Affairs, Phoenix Area Office, Phoenix, Arizona, owner of the right-of-way referred to herein, hereby transfers, assigns and conveys all of its right, title, and interest in and to said right-of-way, subject

to the approval of the Secretary of the Interior, or his authorized representative, to Maricopa County, Arizona, without any monetary consideration.

Said assignment shall be effective from the date of the approval hereof by the Secretary of the Interior or his authorized representative.

IN WITNESS WHEREOF, the said assignor has hereunto set its hand and seal this                      day of MAY 12 1972, 19    .

UNITED STATES DEPARTMENT OF THE INTERIOR  
BUREAU OF INDIAN AFFAIRS  
PHOENIX AREA OFFICE

By: Charles D. Worthman  
Acting ~~ASSISTANT AREA DIRECTOR~~

ACCEPTANCE BY ASSIGNEE

Maricopa County, Arizona, the assignee in the above and foregoing assignment, made subject to the approval of the Secretary of the Interior or his authorized representative, hereby accepts such assignment and agrees to fulfill all the obligations, conditions, and stipulations as set forth in Resolution No. GR-734-60 of the Gila River Indian Community and in the application dated May 2, 1960 of the United States Department of the Interior, Bureau of Indian Affairs, Phoenix Area Office, for the subject right-of-way; the rules and regulations of the Secretary of the Interior applicable thereto (25 CFR 161 and 162), except that 25 CFR 161.5(c) shall not apply since Maricopa County, Arizona, is prohibited by law from executing such a stipulation.

Maricopa County, Arizona

ATTEST:

[Signature]  
Clerk of the Board

BOARD OF SUPERVISORS

By: [Signature]  
Chairman of the Board

See Map File

UNITED STATES DEPARTMENT OF THE INTERIOR  
BUREAU OF INDIAN AFFAIRS  
PIMA AGENCY  
Sacaton, Arizona

The requirements of 25 CFR 161.5(c) are hereby waived as to the assignee hereof and the foregoing Assignment is hereby approved.

Date 9-26-72  
acting

[Signature]  
Superintendent

ENGINEER'S AFFIDAVIT

I, JOHN G. CABLE, DEPOSES AND STATES THAT HE IS THE AREA ROAD ENGINEER, BUREAU OF INDIAN AFFAIRS, PHOENIX AREA OFFICE, AND THE FIELD NOTES OF THE SURVEY FOR A HIGHWAY RIGHT OF WAY AS DESCRIBED AND SHOWN ON THIS MAP, THAT THIS MAP WAS MADE FROM FIELD NOTES, AND THAT SAID RIGHT OF WAY SURVEY OF SEPT 8, 1958, WAS COMMENCED ON SEP 15, 1958. THAT SAID RIGHT OF WAY, 60 FT. IN WIDTH AND 2.263 MILES LONG, BEGINNING AT ENGINEERING STATION 0+00 AND ENDING AT ENGINEERING STATION 19+50.56 IS SHOWN ON THIS MAP.

SUBSCRIBED AND SWORN TO BEFORE ME THIS 15<sup>th</sup> DAY OF FEBRUARY, 1961

MY COMMISSION EXPIRES September 26, 1964

APPLICANT'S CERTIFICATE

I HEREBY CERTIFY THAT I AM THE AREA ROAD ENGINEER FOR THE UNITED STATES DEPARTMENT OF THE INTERIOR, BUREAU OF INDIAN AFFAIRS, HEREINAFTER DESIGNATED THE APPLICANT; THAT AS AREA ROAD ENGINEER I SUBSCRIBED THE SURVEY OF GILA RIVER RESERVATION ROUTE 1, PROJECT 13, BASE LINE SECTION, GILA RIVER RESERVATION, ARIZONA, WHICH WAS SURVEYED BY ME, OR BY ME AND UNDER MY DIRECTION, THAT THE SURVEY AND MAP ACCURATELY REPRESENT THE LOCATION OF THE ROAD THEREBY SHOWN THEREON. THAT THE MAP HEREIN REPRESENTED ON THIS MAP HAS BEEN ADOPTED BY THE APPLICANT AS THE DEFINITE LOCATION OF THE ROAD THEREBY SHOWN THEREON TO BE FILED FOR THE APPROVAL OF THE SECRETARY OF THE INTERIOR OR HIS DULY AUTHORIZED REPRESENTATIVE AS NECESSARY TO BE GRANTED THE UNITED STATES, ITS SUCCESSORS AND ASSIGNS, WITH THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE AND USE THE HIGHWAY, FOR SUCH PURPOSES, AND WITH THE FURTHER RIGHT IN THE UNITED STATES, ITS SUCCESSORS AND ASSIGNS, TO TAKE ANY NECESSARY EASEMENT, GRANT, OR OTHERWISE.

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF INDIAN AFFAIRS

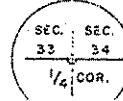
John G. Cable  
JOHN G. CABLE, AREA ROAD ENGINEER  
UNITED STATES DEPARTMENT OF THE INTERIOR  
BUREAU OF INDIAN AFFAIRS  
PHOENIX AREA OFFICE, PHOENIX, ARIZONA

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL OF OFFICE AT PHOENIX, ARIZONA, ON THIS 15<sup>th</sup> DAY OF FEBRUARY, 1961.

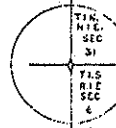
ON DEC 21, 1960

John G. Cable  
SUPERINTENDENT

2/23/61  
DATE

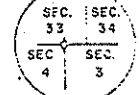


END R/W STA 119+50.56  
SEC 33



15,689.20' TO PI STA. 90+57.40

INITIAL MONUMENT  
GILA AND SALT RIVER MERIDIAN  
AND BASE LINE - FOUND-

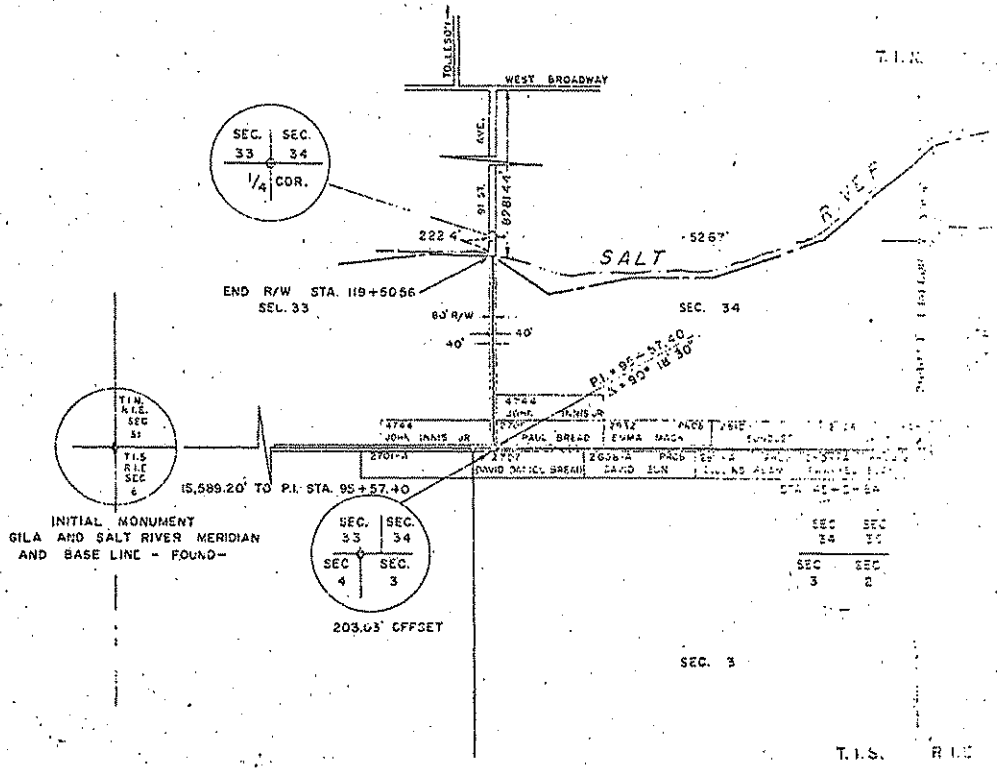


203.05' OFFSET

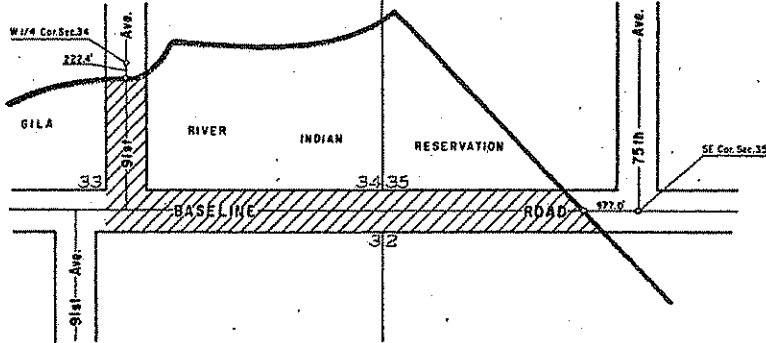
ENGINEER, BUREAU OF INDIAN AFFAIRS, PHOENIX AREA OFFICE.  
 AS DESCRIBED AND SHOWN ON THIS MAP, THAT THIS MAP WAS  
 OF LEPT. 8, 1958, WAS COMMENCED ON  
 80 FT. IN WIDTH AND 2.263 MILES  
 ENGINEERING STATION 119+50.56 IS  
 JOHN G. CABLE  
 JOHN G. CABLE  
 15th DAY OF February, 1961  
 JOHN G. CABLE  
 September 26, 1964

UNITED STATES DEPARTMENT OF THE INTERIOR, BUREAU OF  
 THAT AS AREA ROAD ENGINEER I SUBSCRIBED THE  
 33. BASE LINE SECTION, GILA RIVER  
 WAS SURVEYED BY ME, OR  
 AND MAP ACCURATELY REPRESENT THE LOCATION OF THE  
 AS THE DEFINITE LOCATION OF THE ROAD THEREBY  
 OF THE INTERIOR OR HIS DULY AUTHORIZED REPRESENTATIVE AS  
 AND ASSIGNS, WITH THE RIGHT TO CONSTRUCT, MAINTAIN,  
 RIGHT IN THE UNITED STATES, ITS SUCCESSORS AND ASSIGNS.  
 JOHN G. CABLE  
 JOHN G. CABLE, AREA ROAD ENGINEER  
 UNITED STATES DEPARTMENT OF THE INTERIOR  
 BUREAU OF INDIAN AFFAIRS  
 PHOENIX AREA OFFICE, PHOENIX, ARIZONA

THE FACE OF FEBRUARY 5, 1946 (62 STAT. 17) AND DEPARTMENTAL  
 AND ALSO TO ANY AND ALL CONDITIONS STATED IN THE  
 REGULATION NO. 734-60, ADOPTED BY GILA  
 1950  
 2/23/62  
 DATE



A PLAT



For Details see Map File Docket 9737 Page 817 to 819 incl. MCR

SHOWING DESIGNATION AS A COUNTY HIGHWAY THE FOLLOWING DESCRIBED LINES TO-WIT:

A roadway of a width consistent with the right-of-way beginning 222.4 feet South of the West one-quarter (W1/4) corner of Section Thirty-four(34), Township One (1) North, Range One (1) East of the Gila and Salt River Base 2nd Meridian, Maricopa County, Arizona, at the Gila River Indian Reservation boundary, and running thence Southerly and Easterly to a terminal 977.0 feet West of the Southeast corner of Section Thirty-five (35) of said Township and Range at the Gila River Indian Reservation boundary. In accord with Resolution GR-134-60 dated December 21, 1960.

More commonly known as a portion of 91st AVENUE and BASELINE ROAD in BASELINE SECTION of Project G.R.I.R. 1-113) within the Gila River Indian Reservation.

OFFICIALLY DESIGNATED on the 6th day of November, 1972, BY THE BOARD OF SUPERVISORS, MARICOPA COUNTY, ARIZONA.

*K. C. Estenbrooks*  
 K. C. ESTENBROOKS, P.E.  
 County Engineer

3041102  
 City Highway  
 MCR 9737  
 Book 2  
 12  
 E. C. C. C.

GILA RIVER INDIAN RESERVATION  
 Resolution GR-734-60 &  
 Resolution GR-134-60  
 Sec. 2, 3, 13, 31E  
 Sec. 31, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100

ROAD FILE No. 2165



D11012

ROAD COMMISSIONER'S CERTIFICATE:

I, R.C. Esterhuysen, being County Highway Engineer of Maricopa County, State of Arizona, do hereby state that I am satisfied with the accuracy of the survey and map and do hereby recommend to the Maricopa County Board of Supervisors an application for and acceptance of the right of way as delineated on this map of definite location.

Date: 8/30/72

R.C. Esterhuysen  
County Highway Engineer

State of Arizona ss  
County of Maricopa

On August 30th 1972, before me Walter Harbold, a Notary Public in and for said Maricopa County, State of Arizona, personally appeared R.C. Esterhuysen, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

My Commission Expires September 1975 Walter Harbold  
Notary Public

RIGHT OF WAY APPLICATION AND CONVEYANCE

COUNTY APPLICATION:

By Maricopa County Board of Supervisors' Resolution of Application No. \_\_\_\_\_, adopted September 13, 1972.

TRANSFER ACTION:

I, \_\_\_\_\_, Superintendent, \_\_\_\_\_ Plus \_\_\_\_\_ Agency, acting on behalf of the Bureau of Indian Affairs and pursuant to Departmental Regulation 25 CFR 162.8, do hereby transfer this right of way and jurisdiction to the County of Maricopa, State of Arizona.

Date: \_\_\_\_\_  
Superintendent

STATE OF AZ  
COUNTY OF MA

ENGINEER'S

JOHN G. CABLE, BEING FIRST DULY SWORN, DEPOSES AND STATES THAT HE IS A PHOENIX, ARIZONA, THAT HE HAS EXAMINED THE FIELD NOTES OF THE SURVEY FOR \_\_\_\_\_ PREPARED UNDER HIS DIRECTION FROM SAID FIELD NOTES, AND THAT SAID \_\_\_\_\_ WAS PREPARED UNDER HIS DIRECTION FROM SAID FIELD NOTES, AND THAT SAID \_\_\_\_\_ WAS IN LENGTH BEGINNING AT ENGINEERING STATION 0+00 AND ENDING AT \_\_\_\_\_ ACCURATELY LOCATED ON THIS MAP.

ENGINEER'S NAME

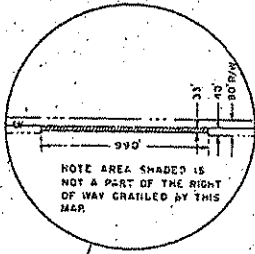
APPROVAL OF

I, JOHN G. CABLE, DO HEREBY CERTIFY THAT I AM THE AREA \_\_\_\_\_ INDIAN AFFAIRS, PHOENIX AREA OFFICE, PHOENIX, ARIZONA, HEREINAFTER DESIGNATED AS THE FOREGOING AFFIDAVIT; THAT THE LOCATION OF GILA RIVER RESERVATION \_\_\_\_\_ RESERVATION MARICOPA COUNTY, ARIZONA \_\_\_\_\_ UNDER MY DIRECTION, AND THE MAP WAS PREPARED BY ME, OR UNDER MY DIRECTION, THAT ROAD SHOWN THEREON, THAT SUCH SURVEY AS REPRESENTED ON THIS MAP \_\_\_\_\_ SHOWN, AND THAT THE MAP HAS BEEN PREPARED TO BE FILED FOR THE \_\_\_\_\_ PART OF THE APPLICATION FOR SAID RIGHT OF WAY TO BE GRANTED THE SAID \_\_\_\_\_ AND REPAIR IMPROVEMENTS, THEREON AND THEREOVER, FOR SUCH PURPOSES, AND WITHIN TO TRANSFER THIS RIGHT OF WAY BY ASSIGNMENT, GRANT, OR OTHERWISE.

UNITED STATES  
DEPARTMENT OF THE  
BUREAU OF INDIAN AFFAIRS

THIS MAP IS HEREBY APPROVED PURSUANT TO THE PROVISIONS OF 25 CFR REGULATIONS 25 CFR 161 AND 162, SUBJECT TO ANY PRIOR VALID EXISTING RIGHT OF WAY APPLICATION DATED MAY 2, 1960, FOR THE SUBJECT RIGHT OF WAY OF GILA RIVER INDIAN COMMUNITY COUNCIL.

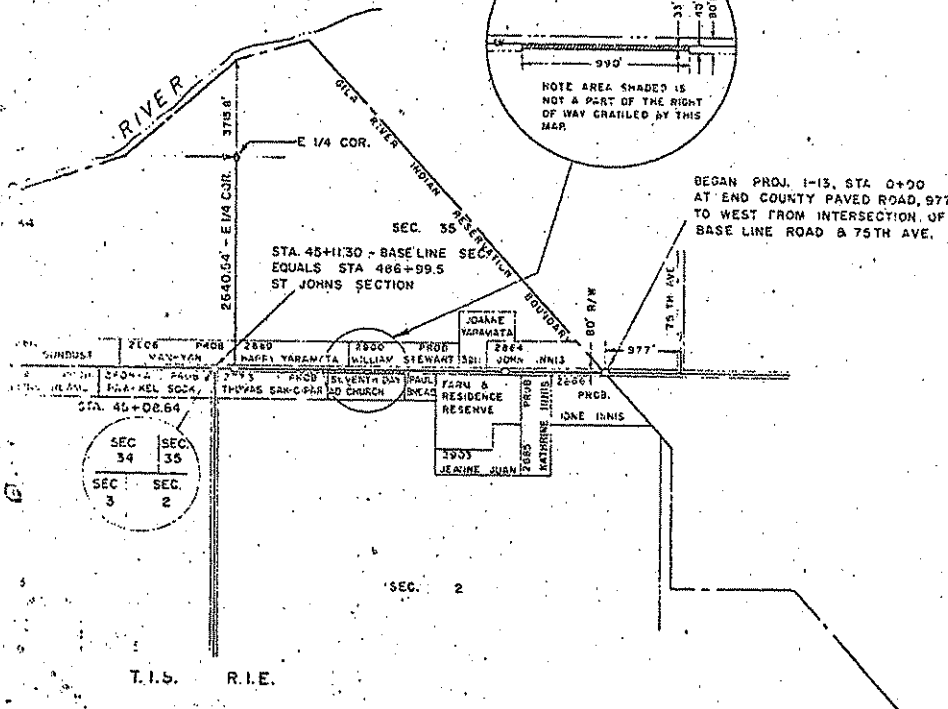
T.I.N. R.I.E.



NOTE AREA SHADED IS NOT A PART OF THE RIGHT OF WAY CARRIED BY THIS MAP

BEGAN PROJ. 1-13, STA. 0+00 AT END COUNTY PAVED ROAD, 977' TO WEST FROM INTERSECTION OF BASE LINE ROAD & 75TH AVE.

STA. 45+11.30 - BASE LINE SECTION EQUALS STA 486+99.5 ST. JOHNS SECTION



261131

STATE OF ARIZONA }  
County of Maricopa }

I hereby certify that the within instrument was filed and recorded at request of

MARICOPA CO. ED. OF STATE

NOT 4 1972-10-30

In Doc No. 17337

on page 311-519

Witness my hand and official seal the day and year aforesaid.

Paul H. Mattes County Recorder  
By *[Signature]* Deputy Recorder

UNITED STATES DEPARTMENT OF THE INTERIOR	
BUREAU OF INDIAN AFFAIRS	
PHOENIX AREA OFFICE	
ROADS	
GILA RIVER INDIAN RESERVATION	
RIGHT OF WAY MAP	
PROJECT GR.I.R. 1-13	
BASE LINE SECTION	
MARICOPA COUNTY	STATE OF ARIZONA
CHANGED BY SAH	APPROVED
DRAWN BY JND	APPROVED
SCALE 1" = 100.0'	DATE
	GR-1-2

T.I.S. R.I.E.

NOTICE TO ANYONE DEALING WITH THIS DOCUMENT  
 This document merely authorizes pursuit of its stated purposes its existence does not constitute a finding by the Land Department that those purposes may be pursued profitably.

Sale No. 16-89769

County of Maricopa

Lease No. 16-89769

ARIZONA STATE LAND DEPARTMENT  
 STATE OF ARIZONA

RIGHT OF WAY  
 SOLD WITHOUT PUBLIC AUCTION.

88 615943

THIS INDENTURE, made and entered into this 21st day of July,  
 1988, by and between the the STATE OF ARIZONA, hereinafter called the  
 Grantor, and MARICOPA COUNTY,  
 hereinafter called the Grantee.

WITNESSETH, that in accordance with the provisions of Section 37-461, Article  
 10, Arizona Revised Statutes, the Grantee herein has filed with the State Land  
 Commissioner an application for a right-of-way for the purpose of constructing,  
 operating and maintaining a public roadway,  
 \_\_\_\_\_, and

STATE OF ARIZONA  
 LAND DEPARTMENT

*PROJECT # 68248 - BAZZINE RD  
 CASEY ABBOTT PARK TO THE INT'L  
 ITEM # V-1705*

08 02 88  
 MONTH DAY YEAR

MARICOPA COUNTY  
 HWY DEPT  
 3925 W DURANGO  
 PHOENIX AZ 85009

16 89769 00  
 COUNTY SALE NUMBER

LOT	SECTION	RANGE	TOWNSHIP	DESCRIPTION	ACRES	PRICE	FUND
07	02	01	0 S 01	M&B THRU LOTS 1 2	4.85	M31	030 17
07	02	01	0 S 01	APPRAISAL FEE	0.00	M31	300 48

RECORDED IN OFFICIAL RECORDS  
 OF MARICOPA COUNTY, ARIZONA  
 DEC 20 1988 - 1 02  
 KEITH POLETIS, County Recorder  
 FEE NC PGS 4

MARICOPA COUNTY  
*[Signature]*  
 Chairman of the Board of Supervisors  
*[Signature]*

NOV 07 1988  
 DATE  
 4.85

88 615943

TO HAVE AND TO HOLD the same for so long as it may be used for the purpose designated, and subject to the conditions and reservations elsewhere set forth herein, for which the Grantee agrees to pay the State of Arizona the sum of fourteen thousand seven hundred

ninty two and 50/100 dollars

said sum to be paid upon the execution of the within right-of-way contract.

IT IS UNDERSTOOD AND AGREED that in case the necessity for the right-of-way shall no longer exist, or the Grantee should abandon or fail to use the same, then this grant shall become void, and the right to use the land and all the rights granted hereunder shall revert to the State of Arizona, whereupon the Grantee agrees to execute and deliver a complete release of all right, title and interest therein.

This grant is, and shall be binding upon the said Grantee, his successors and assigns.

IT IS FURTHER UNDERSTOOD AND AGREED that this right-of-way conveys no fee to the land described above and no rights to any of the minerals, oil, gas, coal, natural products, etc., in said land and the State of Arizona reserves the right to grant mineral and/or oil and gas leases upon said land.

IT IS FURTHER UNDERSTOOD AND AGREED that the said Grantee shall not fence the said right-of-way, nor exclude from the use of the surface thereof the State of Arizona or its lessees or grantees.

THE SAID GRANTOR further reserves the right to grant to others easements and rights-of-way over and across the lands described.

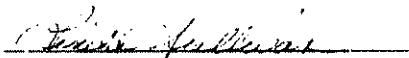
The Lessee agrees to indemnify, hold and save Lessor harmless against all loss, damage, liability, expense, costs and charges incident to or resulting in any way from any injuries to person or damage to property caused by or resulting from the use, condition or occupation of the land.

In further consideration of the granting of said right-of-way without public auction, the grantee herein, for itself, its successors and assigns does hereby agree to indemnify, save and hold harmless, the State Land Commissioner of the State of Arizona, the Board of Appeals of the State Land Department and the members thereof, the State Land Department of the State of Arizona, its agents, officers, employees, and servants and the State of Arizona against any and all loss, damage, liability, expense, cost or charge incident to or arising at any time and any manner from the determination of the value of said lands.

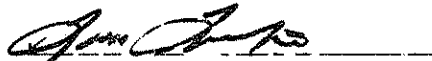
NOW THEREFORE, in accordance with the provisions of Section 37-461, Arizona Revised Statutes, and agreeable to the conditions heretofore set forth, the Grantee herein is hereby authorized to locate, construct, operate and maintain said right-of-way over and across the State land described herein.

IN WITNESS WHEREOF, the said Grantor has caused these presents to be signed at Phoenix, Arizona, and the Grantee herein has executed and properly signed the same on the date first above written.

STATE OF ARIZONA



For the State Land Commissioner  
MARICOPA COUNTY, Board of Supervisors

  
Grantee Chairman of the Board

Grantee

ADDITIONAL TERMS & CONDITIONS

88 615943

Attached and made a part of this Right of Way:

1. With regard to the location, construction and maintenance of the authorized project:
  - (a) Grantee shall ensure full compliance with the terms and conditions of this grant by its agents, employees and contractors (including sub-contractors of any tier), and the employees of each of them.
  - (b) Unless clearly inapplicable, the requirements and prohibitions imposed upon Grantee by these terms and conditions are also imposed upon Grantee's agents, employees, contractors, and sub-contractors, and the employees of each of them.
  - (c) Failure or refusal of Grantee's agents, employees, contractors, sub-contractors, or their employees to comply with these terms and conditions shall be deemed to be the failure or refusal of Grantee.
  - (d) Grantee shall require its agents, contractors or sub-contractors to include these terms and conditions in all contracts and sub-contracts which are entered into by any of them, together with a provision that the other contracting party, together with its agents, employees, contractors and sub-contractors, and the employees of each of them, shall likewise be bound to comply with these terms and conditions.
2. All access roads over State land outside the right of way must be applied for and authorized in accordance with applicable regulations.
3. No material may be removed by Grantee or its contractors without the written approval of the Commissioner.
4. Grantee shall promptly notify the Commissioner of the amount of flora, if any, which will be cut, removed, or destroyed in the construction and maintenance of the project and shall pay the State Land Department such sum of money as the Commissioner may determine to be the full value of the flora to be so cut, removed or destroyed. Grantee shall notify the State Land Department and the Commission of Agriculture and Horticulture 30 days prior to any destruction or removal of native plants to allow salvage of those plants where possible.
5. Grantee shall conduct all construction and maintenance activities in a manner that will minimize disturbance to all land values including, but not limited to vegetation, drainage channels, and streambanks. Construction methods shall be designed to prevent gradation of soil conditions in areas where such degradation would result in detrimental erosion or subsidence. Grantee shall take such other soil and resource conservation and protection measures on the land under grant or permit as determined necessary by the State Land Department.
6. The Grantee shall be required, upon completion of right of way construction, to make such rehabilitation measures on the State lands, including, but not limited to, restoration of the surface, revegetation, and fencing as determined necessary by the State Land Department.
7. Upon revocation or termination of the Right-of-Way or authorized project, the Grantee shall remove all equipment or facilities and, so far as is reasonably possible, restore and/or rehabilitate the land to its original condition, to the satisfaction of the Commissioner.
8. Costs incurred by the Grantee in complying with restoration and rehabilitation requirements as determined by the State Land Department on State Trust lands shall be borne by the Grantee.
9. Prior to surface disturbance, the grantee hereof shall provide evidence of archaeological clearance to the Arizona State Land Department. Archaeological surveys and site mitigation must be conducted in accordance with rules and regulations promulgated by the Director, Arizona State Museum. In the event additional archaeological resources are detected by grantee after receipt of archaeological clearance, all work shall cease and notification shall be given to the Director, Arizona State Museum.

ADDITIONAL CONDITIONS

88 615943

Notice of State authority to cancel this contract:

- A. The State may cancel any contract, without penalty or further obligation, made after September 4, 1978 by the State or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the State or any of its departments or agencies is, at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.
- B. The cancellation shall be effective when written notice from the Governor is received by all other parties to the contract unless the notice specifies a later time.

Native Plant Law:

If the removal of plants protected under the Arizona native plant law is necessary to enjoy the privilege of this document, the permittee hereunder must previously acquire the written permission of the Arizona State Land Department and Arizona Commission of Agriculture and Horticulture to remove those plants.

Lessor, Permitter or Grantor reserves the right to relinquish to the United States land needed for irrigation works in connection with a government reclamation project and to grant or dispose of rights-of-way and sites for canals, reservoirs, dams, power or irrigation plants or works, railroads, tramways, transmission lines or any other purpose or use on or over the leased land.

This document is submitted for examination. This is not an option or offer to lease or grant a permit or right-of-way. This document shall have no binding effect on the parties unless and until executed by the Lessor, Permitter or Grantor (after execution by the lessee, permittee or grantee), and a fully executed copy is delivered to the lessee, permittee or grantee.

RECORDED RETURN TO:  
Maricopa County Highway Dept.  
500 State Office Bldg.

AVONDALE

I hereby certify that the within named instrument was recorded at request of \_\_\_\_\_

85 13297  
Fee No.:

\_\_\_\_\_, Records of Maricopa County, Arizona.  
WITNESS my hand and official seal the day and year aforesaid.

D 162 P

EASEMENT OF  
Fee:

\_\_\_\_\_  
County Recorder By \_\_\_\_\_ Deputy Recorder  
When recorded return to: MARICOPA COUNTY BOARD OF SUPERVISORS

Recorded at Request of Board of Supervisors

# EASEMENT AND AGREEMENT FOR HIGHWAY PURPOSES 400-1-1C

Project No. 68248 - Baseline Road  
(Casey Abbott Park to P.I.)  
Item No. V-1706

Phoenix International Raceway, an Arizona Corporation

GRANTOR:

for and in consideration of the sum of One Dollar and other valuable consideration, receipt of which is hereby acknowledged, I do hereby grant to MARICOPA COUNTY, a political subdivision of the State of Arizona, its successors, and assigns, a permanent easement and right-of-way, for the following purposes, namely: The right to enter upon the hereinafter described land and grade, level, fill, drain, pave, build, maintain, repair and rebuild a road or highway, including incidental purposes consistent therewith, together with such bridges, culverts, ramps and cuts as may be necessary, on, over, under, and across the grounds embraced within the right-of-way situated in the County of Maricopa, State of Arizona, and described as follows:

See EXHIBIT "A"

RECORDED IN OFFICIAL RECORDS  
OF MARICOPA COUNTY, ARIZONA  
MAR 27 1985 -1 80  
KEITH POLETIS, County Recorder  
FEE N-C Pgs 3

To have and to hold the said easement and right-of-way unto Maricopa County, a political subdivision of the State of Arizona and unto its successors and assigns forever, together with the right of ingress and egress to permit the economical operation and maintenance of said public highway and all incidents thereto, and together with the right to authorize, permit, and license the use thereof for utilities or other public purposes not inconsistent with its primary use as a highway.  
And the Grantors hereby covenant that they are lawfully seized and possessed on this aforementioned tract or parcel of land; that they have a good and lawful right to sell and convey it; and that they will warrant the title and quiet possession thereto against the lawful claim of all persons, subject to easements of record.  
The said easement to include the right to cut back and trim such portion of the branches and tops of the trees now growing or that may hereafter grow upon the above described premises, as may extend over said right-of-way, so as to prevent the same from interfering with the efficient maintenance and operation of said public highway.  
In the event the right, privilege and easement herein granted shall be abandoned and permanently cease to be used for the purposes herein granted all rights herein granted shall cease and revert to the grantors, their heirs or assigns.  
Wherever in the foregoing instrument the plural is used, it will be read as singular when necessary, and wherever words indicating gender are employed they will apply to either masculine, feminine or neuter as the context requires.



400-1-1C  
68248 - Baseline Road  
(Casey Abbott Park to P.L.  
V-1706

EXHIBIT "A"

That portion of Lots 1, 2, 3 and 4, Section One (1), Township One (1) South, Range One (1) West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona found to lie within a strip of land Eighty (80) feet in width, lying Forty (40) feet on each side of a center line located in Sections Four (4), Three (3), Two (2) and One (1), Township One (1) South, Range One (1) West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona described as:

M.C.H.D.  
Proved  
11/2/14  
7/2/14  
Corrected  
11/2/14  
2/2/14  
Advised  
11/2/14

Beginning at a point on the Gila and Salt River Baseline that lies North 89°46'26" West (assumed bearing), Forty (40) feet from the North quarter corner of said Section 4; THENCE South 0°00'54" East, 736.49 feet along a line that is Forty (40) feet West of (measured at right angles) and parallel with the North-South mid-section line of said Section 4 to the Westerly prolongation of the North line of Lot 10 and Lot 9; THENCE North 89°52'43" East, 2973.34 feet along the Westerly prolongation of the North line of Lot 10 and Lot 9, the North line of Lot 10 and Lot 9 and along the Easterly prolongation of the North line of Lot 10 and Lot 9 to angle point No. 1; THENCE North 89°13'34" East, 4101.35 feet to angle point No. 2; THENCE South 89°35'14" East, 6752.47 feet to the beginning of a curve concave North-Northwesterly having a radius of 2291.83 feet and a central angle of 30°11'48"; THENCE in an Easterly to Northeasterly direction 1207.87 feet along said curve to the beginning of a tangent; THENCE North 60°12'58" East, 309.03 feet to the beginning of a curve concave Southeasterly having a radius of 1145.92 feet and a central angle of 30°15'02"; THENCE in a Northeasterly to Easterly direction, 605.01 feet along said curve to its Easterly end which is also the terminus of this description and from which point the Northeast corner of said Section 1 bears North 0°28'00" East, ~~20.79~~ <sup>35.79</sup> feet and South 89°32'00" East, 2677.43 feet.

35.79 ~~20.79~~ 11/2/14

Also granting herein an easement over the South 19.21 feet of the North 74.21 feet of the West 400 feet of the East 2677.43 feet of said Lots 1, 2, 3 and 4.

AND ALSO granting herein an easement over a triangular shaped parcel of land described as:

Beginning at the Point of Intersection of the South line of the North Fifty-five (55) feet and the West line of the East 2277.43 feet of said Lots 1, 2, 3, and 4 of Section One (1); THENCE Easterly, 100 feet along said South line of the North Fifty-five (55) feet to a point; THENCE in a West-Southwesterly direction to a point on said West line of the East 2277.43 feet that is 19.21 feet Southerly from said Point of Intersection; THENCE Northerly to the Point of Intersection.



85-132972

NOW THEREFORE, in consideration of the same and further consideration hereinafter set forth, agreed, that this instrument contains the entire agreement between the parties hereto there being no further consideration paid than herein specified.

THE COUNTY OF MARICOPA AGREES:

- A. To use the above described land for the general welfare and benefit of the public.

THE GRANTOR AGREE:

- 1. To grant an easement for the above described land to the County of Maricopa for the general welfare and benefit of the public.

Dated this 3rd day of July, 1984.

Grantor (VP/GM GENERAL PARTNER)

Grantor

Grantor

Grantor

STATE OF ARIZONA }  
COUNTY OF MARICOPA } ss.

Subscribed and sworn to before me this 3rd day of July, 1984.

My commission expires June 27, 1986

Notary Public

SEAL:

Recommended for approval: Douglas M. Douglas  
Right of Way Agent

ACCEPTED:  
MARICOPA COUNTY BOARD OF  
SUPERVISORS

ATTEST:

Deputy County Engineer

by: [Signature]  
Chairman of the Board  
MAR 8 1985

[Signature]  
Clerk of Board of Supervisors

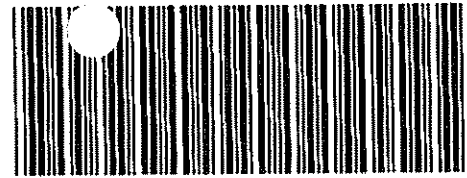
Date

**PLEASE HOLD FOR PICK-UP**

When recorded mail to:

MARICOPA COUNTY ATTORNEY  
Division of County Counsel  
BY: JEAN RICE  
Deputy County Attorney  
Security Center Building  
222 North Central Avenue, Suite 1100  
Phoenix, Arizona 85004  
(602) 506-8541

Attorney for Plaintiff Maricopa County



OFFICIAL RECORDS OF  
MARICOPA COUNTY RECORDER  
HELEN PURCELL

97-0685229 10/01/97 10:26

RICHARD 1 OF 1

This space reserve

**CAPTION HEADING:** Maricopa County v. Gila River Natural Products Co., Inc.,  
et al.  
Superior Court No. CV 96-14097

**DO NOT REMOVE**

**This is part of the official document.**

FILED  
9-22-97 9:22 A.M.  
JUDITH ALLEN, Clerk  
By B. Thompson  
Deputy

1 MARICOPA COUNTY ATTORNEY  
2 DIVISION OF COUNTY COUNSEL  
3 BY: JEAN RICE  
4 DEPUTY COUNTY ATTORNEY  
5 State Bar No. 004434

6 Security Center Building  
7 222 North Central Avenue, Suite 1100  
8 Phoenix, Arizona 85004  
9 Telephone: (602) 506-8541

10 Attorney for Plaintiff Maricopa County

11 IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

12 IN AND FOR THE COUNTY OF MARICOPA

13 MARICOPA COUNTY, a political  
14 subdivision,

15 Plaintiff,

16 vs.

17 GILA RIVER NATURAL PRODUCTS CO.,  
18 INC., an Arizona corporation; JOHN F.  
19 THUDE, SR.; CHANDLER GINNING  
20 COMPANY, an Arizona corporation; BANC  
21 ONE, ARIZONA N.A., an Arizona banking  
22 corporation; unknown heirs and devisees of  
23 the above-named defendants; and unknown  
24 owners,

25 Defendants.

NO. CV 96-14097

FINAL ORDER OF CONDEMNATION

CERTIFIED COPY

(Assigned to the Honorable  
Brian R. Hauser, Div. 51)

26 In this cause, a Judgment in Condemnation was entered on the 18th day of July, 1997, and it has  
27 been shown to the Court that all the terms and conditions of said Judgment have been fully satisfied,  
28 therefore,

IT IS HEREBY ORDERED that Plaintiff Maricopa County have a Final Order of Condemnation  
in connection with the Judgment in Condemnation entered herein, and that fee simple title to the real  
property described in said Judgment, as set forth on Exhibit "C" attached hereto and incorporated herein,  
be and hereby is vested in Maricopa County for highway purposes, free and clear of any and all estates,

...

OFFICE OF THE MARICOPA COUNTY ATTORNEY  
DIVISION OF COUNTY COUNSEL  
222 NORTH CENTRAL AVENUE, SUITE 1100  
PHOENIX, ARIZONA 85004  
(602) 506-8541 (602) 506-8557 (FAX)

1 rights, claims, liens and encumbrances, upon the recording of a copy of this Final Order of Condemnation  
2 with the County Recorder of Maricopa County.

3 DONE IN OPEN COURT this 25<sup>th</sup> day of September, 1997.

4   
5 THE HONORABLE BRIAN R. HAUSER  
6 Judge of the Superior Court

7 ORIGINAL of the foregoing lodged  
8 and hand-delivered this 25<sup>th</sup>  
9 day of September, 1997, with:

9 The Honorable Brian R. Hauser  
10 Judge of the Superior Court  
11 Central Court Building  
12 201 West Jefferson, #9B  
13 Phoenix, Arizona 85003

12 COPY mailed to:

13 Denise J. Henslee, Esq.  
14 DUSHOFF & McCALL, P.C.  
15 40 North Central Avenue  
16 Phoenix, Arizona 85004  
17 Attorney for Defendant Gila River  
18 Natural Products Co., Inc.

19 John F. Thude, Sr.  
20 14132 East Pecos Road  
21 Gilbert, Arizona 85253  
22 Defendant Pro Per

23 

24 AN\RMCDOT\CONFILES\GILARIVE\PLEAD\FINALORD.WPD

OFFICE OF THE MARICOPA COUNTY ATTORNEY  
DIVISION OF COUNTY COUNSEL  
222 NORTH CENTRAL, SUITE 1100  
PHOENIX, ARIZONA 85004  
(602) 506-8341 (602) 506-8567 (FAX)

LEGAL DESCRIPTION - EXHIBIT C

Gila River Natural Products Co., Inc.

Project No. 400-1-8C 68248 - Baseline Road  
(Casey Abbott Park to P.I.R.)

Item No. V-1704

All of that portion of Lots 3 and 4, Section Two (2), Township One (1) ... South, Range One (1) West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona found to lie in a strip of land Eighty (80) feet in width, lying Forty (40) feet on each side of a center line located in Sections Four (4), Three (3), Two (2) and One (1), Township One (1) South, Range One (1) West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona described as:

Beginning at a point on the Gila and Salt River Baseline that lies North 89°46'26" West (assumed bearing), Forty (40) feet from the North quarter corner of said Section 4; THENCE South 0°00'54" East, 736.49 feet along a line that is Forty (40) feet West of (measured at right angles) and parallel with the North-South mid-section line of said Section 4 to the Westerly prolongation of the North line of Lot 10 and Lot 9; THENCE North 89°52'43" East, 2973.34 feet along the Westerly prolongation of the North line of Lot 10 and Lot 9, the North line of Lot 10 and Lot 9 and along the Easterly prolongation of the North line of Lot 10 and Lot 9 to angle point No. 1; THENCE North 89°13'34" East, 4101.35 feet to angle point No. 2; THENCE South 89°35'14" East, 6752.47 feet to the beginning of a curve concave North-Northwesterly having a radius of 2291.83 feet and a central angle of 30°11'48"; THENCE in an Easterly to Northeasterly direction 1207.87 feet along said curve to the beginning of a tangent; THENCE North 60°12'58" East, 309.03 feet to the beginning of a curve concave Southeasterly having a radius of 1145.92 feet and a central angle of 30°15'02"; THENCE in a Northeasterly to Easterly direction, 605.01 feet along said curve to its Easterly end which is also the terminus of this description and from which point the Northeast corner of said Section 1 bears North 0°28'00" East, 35.79 feet and South 89°32'00" East, 2677.43 feet.

The foregoing instrument is a full, true and correct copy of the original on file in this office.

Attest  
JUDITH ALLEN, Clerk of the Superior Court of the State of Arizona, in and for the County of Maricopa.

By [Signature] Deputy

SEP 30 1997

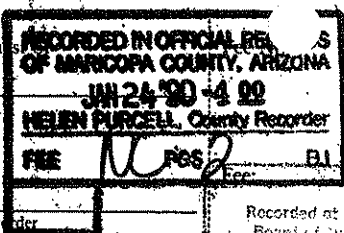
Attest  
JUDITH ALLEN, Clerk of the Superior Court of the State of Arizona, in and for the County of Maricopa.  
By [Signature] Deputy

The foregoing instrument is a full, true and correct copy of the original on file in this office.

I do hereby certify that the within named instrument was recorded at request of

8990076

Records of Maricopa County, Arizona  
WITNESS my hand and official seal the day and year aforesaid.



Recorded at Request of  
Board of Supervisors.

County Recorder By Deputy Recorder  
When recorded return to: MARICOPA COUNTY BOARD OF SUPERVISORS

**EASEMENT AND AGREEMENT FOR HIGHWAY PURPOSES**

90 034739

D18050

400-1-11B & 11C

Project No. 68248 - Baseline Road  
(Casey Abbott Park to P.I.R.)

Item No. V-1699

Sergio Pattini, a single man

**GRANTORS,**

for and in consideration of the sum of One Dollar and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant to MARICOPA COUNTY, a political subdivision of the State of Arizona, its successors, and assigns, a permanent easement and right-of-way, for the following purposes, namely: The right to enter upon the hereinafter described land and grade, level, fill, drain, pave, build, maintain, repair and rebuild a road or highway, including incidental purposes consistent therewith, together with such bridges, culverts, ramps and cuts as may be necessary, on, over, under, and across the ground embraced within the right-of-way situated in the County of Maricopa, State of Arizona, and described as follows:

THIS IS BEING RE-RECORDED TO CORRECT AND SUPERCEDE THE LEGAL DESCRIPTION CONTAINED IN PREVIOUSLY RECORDED EASEMENT - RECORDER'S NO. 85-132967 DATED MARCH 27, 1985

All of that part of the West one-half (1/2) of Lot 3, Section Three (3), Township One (1) South, Range One (1) West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, found to lie within a strip of land Eighty (80) feet in width, lying Forty (40) feet on each side of a center line located in Sections Four (4), Three (3), Two (2) and One (1), Township One (1) South, Range One (1) West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona described as:

Beginning at a point on the Gila and Salt River Baseline that lies North 89°46'26" West (assumed bearing), Forty (40) feet from the North quarter corner of said Section 4; THENCE South 0°00'54" East, 736.49 feet along a line that is Forty (40) feet West of (measured at right angles) and parallel with the North-South mid-section line of said Section 4 to the Westerly prolongation of the North line of Lot 10 and Lot 9; THENCE North 89°52'43" East, 2973.34 feet along the Westerly prolongation of the North line of Lot 10 and Lot 9, the North line of Lot 10 and Lot 9 and along the Easterly prolongation of the North line of Lot 10 and Lot 9 to angle point No. 1; THENCE North 89°13'34" East, 4101.35 feet to angle point No. 2; THENCE South 89°35'14" East, 6752.47 feet to the beginning of a curve concave North-Northwesterly having a radius of 2291.83 feet and a central angle of 30°11'48"; THENCE in an Easterly to Northeasterly direction 1207.87 feet along said curve to the beginning of a tangent; THENCE North 60°12'58" East, 309.03 feet to the beginning of a curve concave Southeasterly having a radius of 1145.92 feet and a central angle of 30°15'02"; THENCE in a Northeasterly to Easterly direction, 605.01 feet along said curve to its Easterly end which is also the terminus of this description and from which point the Northeast corner of said Section 1 bears North 0°28'00" East, 35.79 feet and South 89°32'00" East, 2677.43 feet.

EXCEPT the East 320 feet and the West Fifty (50) feet of said West one-half (1/2) of Lot 3.

To have and to hold the said easement and right-of-way unto Maricopa County, a political subdivision of the State of Arizona and unto its successors and assigns forever, together with the right of ingress and egress to permit the economical operation and maintenance of said public highway and all incidents thereto, and together with the right to authorize, permit, and license the use thereof for utilities or other public purposes not inconsistent with its primary use as a highway.

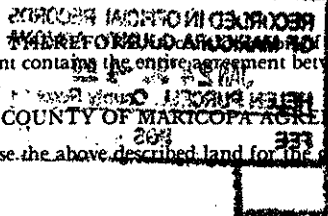
And the Grantors hereby covenant that they are lawfully seized and possessed of this aforementioned tract or parcel of land; that they have a good and lawful right to sell and convey it; and that they will warrant the title and quiet possession thereto against the lawful claim of all persons, subject to easements of record; that they accept the consideration paid hereunder as full payment for all damages to their property including any severance damages resulting from the grant of this easement and right-of-way.

The said easement to include the right to cut back and trim such portion of the branches and tops of the trees now growing or that may hereafter grow upon the above described premises, as may extend over said right-of-way, so as to prevent the same from interfering with the efficient maintenance and operation of said public highway.

In the event the right, privilege and easement herein granted shall be abandoned and permanently cease to be used for the purposes herein granted all rights herein granted shall cease and revert to the grantors, their heirs or assigns.

Wherever in the foregoing instrument the plural is used, it will be read as singular when necessary, and whenever words indicating gender and employed they will apply to either masculine, feminine or neuter as the context requires.

M.C.H.D.  
Proofed  
10/8/85  
Checked  
11/9/85  
Approved  
11/2/85



NOW THEREFORE AND IN WITNESS WHEREOF the same and further consideration hereinafter set forth, it is agreed, that this instrument containing the foregoing agreement between the parties hereto there being no further consideration paid than herein specified.

THE COUNTY OF MARICOPA AGREES:

A. To use the above described land for the general welfare and benefit of the public.

90 034739

THE GRANTOR \_\_\_\_\_ AGREE \_\_\_\_\_:

1. To grant an easement for the above described land to the County of Maricopa for the general welfare and benefit of the public.

Dated this 24th day of August, 19 86.

X Sergio Pattini  
Grantor \_\_\_\_\_ Grantor \_\_\_\_\_

Grantor \_\_\_\_\_ Grantor \_\_\_\_\_

STATE OF ARIZONA }  
COUNTY OF MARICOPA } ss.

The foregoing instrument was acknowledged before me this 24th day of August, 19 86.

By Sergio Pattini

My commission expires Oct. 8, 1988

Karoly Cannizzaro  
Notary Public

Recommended for approval: Douglas W. Langille  
Right of Way Agent

ACCEPTED:  
MARICOPA COUNTY BOARD OF SUPERVISORS  
by Fred Kroger, Jr.  
Chairman of the Board

Carl M. ...  
Deputy County Engineer

Date: FEB 2 1987

ATTEST:  
Cherie Pennington  
Clerk of Board of Supervisors

8979.0076

HWY

I do hereby certify that the within named instrument was recorded at record

RECORDED IN OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA

Fee No. UN 24 '90 - 4 00

HELEN PURCELL, County Recorder

FEE NC PGS 3 Fee: BJ

Records of Maricopa County, Arizona  
WITNESS my hand and official seal the day and year aforesaid.

County Recorder By Deputy Recorder  
When recorded return to: MARICOPA COUNTY BOARD OF SUPERVISORS

90 034738

### EASEMENT AND AGREEMENT FOR HIGHWAY PURPOSES

D18134

400-1-11A & 12

Project No. 68248 - Baseline Road  
(Casey Abbott Park to P.I.R.)  
Item No. V-1700

Alice Pattini and Alice Pattini as Guardian and Conservator

of Aristodemo Pattini

GRANTORS,

for and in consideration of the sum of One Dollar and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant to MARICOPA COUNTY, a political subdivision of the State of Arizona, its successors, and assigns, a permanent easement and right-of-way, for the following purposes, namely: The right to enter upon the hereinafter described land and grade, level, fill, drain, pave, build, maintain, repair and rebuild a road or highway, including incidental purposes consistent therewith, together with such bridges, culverts, ramps and cuts as may be necessary, on, over, under, and across the ground embraced within the right-of-way situated in the County of Maricopa, State of Arizona, and described as follows:

See EXHIBIT "A"

*Original should be on its way from Recorder's if not - this may have to serve as an original*

*Checked w/ Doug McLaughlin:  
3-27-90*

*Where is original?  
Are these two connected or related? No*

*V-1700 + V-1699*

To have and to hold the said easement and right-of-way to the County of Maricopa, a political subdivision of the State of Arizona and unto its successors and assigns forever, together with the right of ingress and egress to permit the economical operation and maintenance of said public highway and all incidents thereto, and together with the right to authorize, permit, and license the use thereof for utilities or other public purposes not inconsistent with its primary use as a highway.

And the Grantors hereby covenant that they are lawfully seized and possessed of this aforementioned tract or parcel of land; that they have a good and lawful right to sell and convey it; and that they will warrant the title and quiet possession thereto against the lawful claim of all persons, subject to easements of record; that they accept the consideration paid hereunder as full payment for all damages to their property including any severance damages resulting from the grant of this easement and right-of-way.

The said easement to include the right to cut back and trim such portion of the branches and tops of the trees now growing or that may hereafter grow upon the above described premises, as may extend over said right-of-way, so as to prevent the same from interfering with the efficient maintenance and operation of said public highway.

In the event the right, privilege and easement herein granted shall be abandoned and permanently cease to be used for the purposes herein granted all rights herein granted shall cease and revert to the grantors, their heirs or assigns.

Wherever in the foregoing instrument the plural is used, it will be read as singular when necessary, and whenever words indicating gender and employed they will apply to either masculine, feminine or neuter as the context requires.

0378



NOW THEREFORE, in consideration of the same and further consideration hereinafter set forth, it is agreed, that this instrument contains the entire agreement between the parties hereto there being no further consideration paid than herein specified.

THE COUNTY OF MARICOPA AGREES:

A. To use the above described land for the general welfare and benefit of the public.

90 034738

THE GRANTOR \_\_\_\_\_ AGREE \_\_\_\_\_:

1. To grant an easement for the above described land to the County of Maricopa for the general welfare and benefit of the public.

Dated this 24th day of August, 19 86.

Alice Pattini  
 Grantor Alice Pattini Grantor

Alice Pattini  
 Grantor Alice Pattini as Guardian and  
 Conservator of Aristodemo Pattini Grantor

STATE OF ARIZONA }  
 COUNTY OF MARICOPA } ss.

The foregoing instrument was acknowledged before me this 24th day of August, 19 86.

By Alice Pattini

My commission expires Oct. 8, 1988

Karel J. Cannizzari SEAL  
 Notary Public

Recommended for approval: Douglas M. Langley  
Right of Way Agent

ACCEPTED:  
MARICOPA COUNTY BOARD OF SUPERVISORS

by [Signature] Chairman of the Board

[Signature] Deputy County Engineer

ATTEST:  
[Signature]  
 Clerk of Board of Supervisors

Date: FEB 2 1987

COUNTY

JUN 15 1982-4 30

DKT 16091 227

I do hereby certify that the within named instrument was recorded at request of : Fee No. **DIS301**  
*Booked* **16091** Page **227-228** MARICOPA CO. ED. OF SUPERVISORS **186020**

Records of Maricopa County, Arizona.  
WITNESS my hand and official seal the day and year aforesaid.

Fee: **N-C**

**BILL HENRY**, County Recorder  
By *[Signature]*, Deputy Recorder  
When recorded return to: **MARICOPA COUNTY BOARD OF SUPERVISORS**

Recorded at Request of Board of Supervisors.

**EASEMENT AND AGREEMENT FOR HIGHWAY PURPOSES** 101-44-3G

ER-900(10)P

Project No. **30118 - 115th Ave @ Gila River**

EASEMENT

Item No. **U-1135** 1 of 2

Clifford A. Swindle and Nancy C. Swindle, his wife

**GRANTORS,**

for and in consideration of the sum of One Dollar and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant to MARICOPA COUNTY, a political subdivision of the State of Arizona, its successors, and assigns, a permanent easement and right-of-way, for the following purposes, namely: The right to enter upon the hereinafter described land and grade, level, fill, drain, pave, build, maintain, repair and rebuild a road or highway, including incidental purposes consistent therewith, together with such bridges, culverts, ramps and cuts as may be necessary, on, over, under, and across the ground embraced within the right-of-way situated in the County of Maricopa, State of Arizona, and described as follows:

The East Twenty-two (22) feet of the West Fifty-five (55) feet of the North one-half of the West 887.26 feet of the South one-half of the South one-half of the Southwest one-quarter of the Northwest one-quarter (S $\frac{1}{2}$  of S $\frac{1}{2}$  of SW $\frac{1}{4}$  of NW $\frac{1}{4}$ ) of Section Thirty-one (31), Township One (1) North, Range One (1) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

M.S.D.  
P.L. 28  
C.H.  
1/10/82  
C.H.  
1/10/82  
C.H.  
1/10/82



MARICOPA COUNTY  
HIGHWAY DEPT.  
DATE RECEIVED  
1982 MAY 11 AM 10:23

To have and to hold the said easement and right-of-way unto Maricopa County, a political subdivision of the State of Arizona and unto its successors and assigns forever, together with the right of ingress and egress to permit the economical operation and maintenance of said public highway and all incidents thereto, and together with the right to authorize, permit, and license the use thereof for utilities or other public purposes not inconsistent with its primary use as a highway.

And the Grantors hereby covenant that they are lawfully seized and possessed on this aforementioned tract or parcel of land; that they have a good and lawful right to sell and convey it; and that they will warrant the title and quiet possession thereto against the lawful claim of all persons, subject to easements of record.

The said easement to include the right to cut back and trim such portion of the branches and tops of the trees now growing or that may hereafter grow upon the above described premises, as may extend over said right-of-way, so as to prevent the same from interfering with the efficient maintenance and operation of said public highway.

In the event the right, privilege and easement herein granted shall be abandoned and permanently cease to be used for the purposes herein granted all rights herein granted shall cease and revert to the grantors, their heirs or assigns.

Wherever in the foregoing instrument the plural is used, it will be read as singular when necessary, and wherever words indicating gender are employed they will apply to either masculine, feminine or neuter as the context requires.

NOW THEREFORE, in consideration of the sum and further consideration herein set forth, it is agreed, that this instrument contains the entire agreement between the parties hereto there being no further consideration paid than herein specified.

THE COUNTY OF MARICOPA AGREES:

- A. To use the above described land for the general welfare and benefit of the public.
- B. To pay the Grantor the sum of \$1330 which includes \$250 for .083 acres, U-1135, Highway Purposes; \$1080 for .359 acres, U-1135-2, Drainage Easement.
- C. To install one asphalt driveway turnout with one 36" x 30" CMP culvert crossing.

THE GRANTOR AGREES:

- 1. To grant an easement for the above described land to the County of Maricopa for the general welfare and benefit of the public.
- 2. To grant a Drainage Easement, U-1135-2, to the County of Maricopa for the general welfare and benefit of the public.
- 3. To accept the sum of \$1330 as payment in full for granting easement U-1135 described herein and Drainage Easement U-1135-2.

Dated this 7<sup>TH</sup> day of MAY 1982

X Clifford A. Swindle  
Grantor

\_\_\_\_\_  
Grantor

X Nancy L. Swindle  
Grantor

\_\_\_\_\_  
Grantor

STATE OF ARIZONA }  
COUNTY OF MARICOPA } ss.

Subscribed and sworn to before me this 7<sup>th</sup> day of May 1982

My commission expires My Commission Expires May 29, 1985

*James E. Swapp*  
Notary Public SEAL:

Recommended for approval: *James W. Davis*  
Right of Way Agent

*W. H. [Signature]*  
Deputy County Engineer

ACCEPTED:  
MARICOPA COUNTY BOARD OF SUPERVISORS

ATTEST:

by *[Signature]*  
Chairman of the Board

*Cheri [Signature]*  
Clerk of Board of Supervisors

Date JUN 7 1982

PHOTOSTATIC COPIES REQUESTED  
MARICOPA COUNTY HIGHWAY DEPT.  
MARICOPA COUNTY P & Z COMM.

Records of Maricopa County, Arizona.  
WITNESS my hand and official seal the day and year aforesaid.

Fee: N-C

BILL HENRY

By

*[Signature]*  
Deputy Recorder

County Recorder

Recorded at Request of  
Board of Supervisors.

When recorded return to: MARICOPA COUNTY BOARD OF SUPERVISORS

EASEMENT AND AGREEMENT FOR HIGHWAY PURPOSES 101-44-36

ER-900(10)P

Project No. 30118 - 115th Ave @ Gila River

EASEMENT (ESI)

Item No. U-1135 2 of 2

Herman Dickson, a single man

GRANTORS,

for and in consideration of the sum of One Dollar and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant to MARICOPA COUNTY, a political subdivision of the State of Arizona, its successors, and assigns, a permanent easement and right-of-way, for the following purposes, namely: The right to enter upon the hereinafter described land and grade, level, fill, drain, pave, build, maintain, repair and rebuild a road or highway, including incidental purposes consistent therewith, together with such bridges, culverts, ramps and cuts as may be necessary, on, over, under, and across the ground embraced within the right-of-way situated in the County of Maricopa, State of Arizona, and described as follows:

The East Twenty-two (22) feet of the West Fifty-five (55) feet of the North one-half of the West 887.26 feet of the South one-half of the South one-half of the Southwest one-quarter of the Northwest one-quarter (S $\frac{1}{2}$  of S $\frac{1}{2}$  of SW $\frac{1}{4}$  of NW $\frac{1}{4}$ ) of Section Thirty-one (31), Township One (1) North, Range One (1) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

H.M.D.  
P.M.C.  
24  
CH  
1/10/82  
CH  
1/10/82  
200  
2/19/82



1982 JUN 11 PM 1:26  
MARICOPA COUNTY  
RECORDERS OFFICE  
COUNTY SEAL

1982 JUL -2 AM 7:07



To have and to hold the said easement and right-of-way unto Maricopa County, a political subdivision of the State of Arizona and unto its successors and assigns forever, together with the right of ingress and egress to permit the economical operation and maintenance of said public highway and all incidents thereto, and together with the right to authorize, permit, and license the use thereof for utilities or other public purposes not inconsistent with its primary use as a highway.

And the Grantors hereby covenant that they are lawfully seized and possessed on this aforementioned tract or parcel of land; that they have a good and lawful right to sell and convey it; and that they will warrant the title and quiet possession thereto against the lawful claim of all persons, subject to easements of record.

The said easement to include the right to cut back and trim such portion of the branches and tops of the trees now growing or that may hereafter grow upon the above described premises, as may extend over said right-of-way, so as to prevent the same from interfering with the efficient maintenance and operation of said public highway.

In the event the right, privilege and easement herein granted shall be abandoned and permanently cease to be used for the purposes herein granted all rights herein granted shall cease and revert to the grantors, their heirs or assigns.

Wherever in the foregoing instrument the plural is used, it will be read as singular when necessary, and wherever words indicating gender are employed they will apply to either masculine, feminine or neuter as the context requires.

NOW THEREFORE, in consideration of the same and further consideration hereinafter set forth, it is agreed, that this instrument contains the entire agreement between the parties hereto there being no further consideration paid than herein specified.

THE COUNTY OF MARICOPA AGREES:

- A. To use the above described land for the general welfare and benefit of the public.
- B. To pay the sum of \$1330 which includes \$250 for .083 acres, U-1135, Highway Purposes; \$1080 for .359 acres, U-1135-2, Drainage Easement to Clifford Swindle and Nancy Swindle.
- C. To install one asphalt driveway turnout with one 36" x 30' CMP culvert crossing.

THE GRANTOR AGREE:

- 1. To grant an easement for the above described land to the County of Maricopa for the general welfare and benefit of the public.
- 2. To grant a Drainage Easement, U-1135-2, to the County of Maricopa for the general welfare and benefite of the public.
- 3. That the payment of \$1330 as payment in full for granting easement U-1135 described herein and Drainage Easement U-1135-2 be paid as stated in B above.

Dated this 13<sup>TH</sup> day of MAY, 1982

[Signature]  
Grantor

\_\_\_\_\_  
Grantor

\_\_\_\_\_  
Grantor

\_\_\_\_\_  
Grantor

STATE OF ARIZONA }  
COUNTY OF MARICOPA } ss.

Subscribed and sworn to before me this 13<sup>TH</sup> day of MAY, 1982

My commission expires My Commission Expires August 21, 1984 James W. Davis Jr. SEAL:  
Notary Public

Recommended for approval: James W. Davis Jr. Right of Way Agent  
[Signature] Deputy County Engineer

ACCEPTED:  
MARICOPA COUNTY BOARD OF SUPERVISORS

ATTEST:  
Cherie [Signature]  
Clerk of Board of Supervisors

by [Signature]  
Chairman of the Board

Date JUN 7 1982

PHOTOSTATIC COPIES REQUESTED  
MARICOPA COUNTY HIGHWAY DEPT.  
MARICOPA COUNTY P & Z COMM.

I do hereby certify that the in name of record was recorded request of : F  
WHEN RECORDED RETURN TO 16091/2 132 MARICOPA CO. BD. OF SUPERVISORS  
Maricopa County Highway Dept.  
Real Estate Division

0023  
N-C

JUN 15 1982 -4 30

Records of Maricopa County, Arizona.  
WITNESS my hand and official seal the day and year aforesaid.

BILL HENRY By James Ong  
County Recorder Deputy Recorder

Recorded at Request of  
Board of Supervisors.

When recorded return to: MARICOPA COUNTY BOARD OF SUPERVISORS

DRAINAGE EASEMENT  
EASEMENT ~~ER~~ 101-44-3G  
ER-900(10)P  
Project # 30118 - 115th Ave @ Gila River  
Item # U-1135-2 2 of 2

KNOW ALL MEN BY THESE PRESENTS:

That Herman Dickson, a single man

DKT 16091PG 232

hereinafter called the GRANTOR, for and in consideration of the sum of One Dollar and other valuable consideration, receipt of which is hereby acknowledged, has granted and does hereby grant unto MARICOPA COUNTY, a political subdivision of the State of Arizona, hereinafter called the GRANTEE, and to its agents, successors and assigns, the right, privilege and easement to: Construct and maintain a channel and dike as indicated on plan & profile of proposed County Highway Project #ER-900(10)P, Phase V through, over, under and across lands owned by the GRANTOR, the particular location of said easement being described as follows:

A.S.N.W.  
P.L.  
12/4  
12/4

The East Ninety-five (95) feet of the West 150 feet of the North one-half (N½) of the West 887.26 feet of the South one-half of the South one-half of the Southwest one-quarter of the Northwest one-quarter (S½ of S½ of SW¼ of NW¼) of Section Thirty-one (31), Township One (1) North, Range One (1) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.



The GRANTEE or its agents, successors and assigns shall at all times have the right of full and free ingress and egress to said easement for the purposes heretofore specified.

The covenants and agreements herein set forth shall extend and inure in favor and to the benefit of and shall be binding on the heirs, successors in ownership and estate, assigns and lessees of the respective parties hereto.

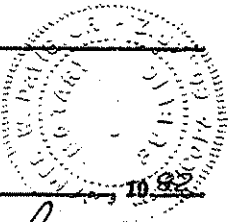
Dated this 13TH day of MAY, 1982

Herman Dickson  
Grantor

\_\_\_\_\_  
Grantor

\_\_\_\_\_  
Grantor

\_\_\_\_\_  
Grantor



STATE OF ARIZONA }  
COUNTY OF MARICOPA } ss.

Subscribed and sworn to before me this 13TH day of MAY, 1982

My commission expires ~~My~~ Commission Expires August 21, 1984 James W. Davis, Jr. SEAL:  
Notary Public

Recommended for approval: James W. Davis, Jr.  
Right of Way Agent

ATTEST: James W. Davis, Jr.  
County Engineer

ACCEPTED:  
MARICOPA COUNTY BOARD OF SUPERVISORS  
by George Campbell  
Chairman of the Board

Cherie Pennington  
Clerk of Board of Supervisors

Date JUN 7 1982

I do hereby certify that the instrument was recorded in request of Fe  
WHEN RETURNED TO Maricopa County Highway Dept. Real Estate Division

16091 Page 233

MARICOPA CO. BD. OF SUPERVISORS

36024

JUN 15 1982 -4 20

N-C

Records of Maricopa County, Arizona.  
WITNESS my hand and official seal the day and year aforesaid.

BILL HENRY

County Recorder

By [Signature]  
Deputy Recorder

Recorded at Request of Board of Supervisors.

When recorded return to: MARICOPA COUNTY BOARD OF SUPERVISORS

101-44-3G

DRAINAGE EASEMENT

EASEMENT

ER-900(10)P

Project # 30118 - 115th Ave @ Gila River

Item # U-1135-2 1 of 2

KNOW ALL MEN BY THESE PRESENTS:

That Clifford A. Swindle and Nancy C. Swindle, his wife

hereinafter called the GRANTOR, for and in consideration of the sum of One Dollar and other valuable consideration, receipt of which is hereby acknowledged, has granted and does hereby grant unto MARICOPA COUNTY, a political subdivision of the State of Arizona, hereinafter called the GRANTEE, and to its agents, successors and assigns, the right, privilege and easement to: Construct and maintain a channel and dike as indicated on plan & profile of proposed County Highway Project #ER-900(10)P, Phase V through, over, under and across lands owned by the GRANTOR, the particular location of said easement being described as follows:

MARICOPA COUNTY RECORDS  
11/20/82  
11/20/82  
11/20/82

The East Ninety-five (95) feet of the West 150 feet of the North one-half (N½) of the West 887.26 feet of the South one-half of the South one-half of the Southwest one-quarter of the Northwest one-quarter (S½ of S½ of SW¼ of NW¼) of Section Thirty-one (31), Township One (1) North, Range One (1) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.



The GRANTEE or its agents, successors and assigns shall at all times have the right of full and free ingress and egress to said easement for the purposes heretofore specified.

The covenants and agreements herein set forth shall extend and inure in favor and to the benefit of and shall be binding on the heirs, successors in ownership and estate, assigns and lessees of the respective parties hereto.

Dated this 7<sup>TH</sup> day of MAY, 1982

[Signature]  
Grantor

Grantor

[Signature]  
Grantor

Grantor

STATE OF ARIZONA }  
COUNTY OF MARICOPA }

Subscribed and sworn to before me this 7<sup>th</sup> day of May, 1982

My Commission Expires May 28, 1983

My commission expires

[Signature]  
Notary Public

SEAL:

Recommended for approval [Signature]  
Right of Way Agent

[Signature]  
County Engineer

ACCEPTED:  
MARICOPA COUNTY BOARD OF SUPERVISORS

ATTEST:

by [Signature]  
Chairman of the Board

[Signature]  
Clerk of Board of Supervisors

Date JUN 7 1982

I do hereby certify that the within named instrument was recorded at request of  
WHEN RECORDED RETURN TO: Dasha 16109 Page 969  
Maricopa County Highway Dept.  
Real Estate Division, Records of Maricopa County, Arizona JUN 23 1982 -4 45  
WITNESS my hand and official seal the day and year aforesaid.

DKT 16109PG 969  
Fee 1.6853  
Fee 1/c

BILL HENRY By [Signature]  
County Recorder Deputy Recorder  
When recorded return to: MARICOPA COUNTY BOARD OF SUPERVISORS

Recorded at Request of Board of Supervisors.

DRAINAGE  
EASEMENT

EASEMENT  
101-44-3B  
ER-900(10)P  
Project # 30118 - 115th Ave @ Gila River  
Item # U-1136-2 1 of 2

KNOW ALL MEN BY THESE PRESENTS:

That Johnny C. Carnahan

hereinafter called the GRANTOR, for and in consideration of the sum of One Dollar and other valuable consideration, receipt of which is hereby acknowledged, has granted and does hereby grant unto MARICOPA COUNTY, a political subdivision of the State of Arizona, hereinafter called the GRANTEE, and to its agents, successors and assigns, the right, privilege and easement to: Construct and maintain a channel and dike as indicated on plan & profile of proposed County Highway Project #ER-900(10)P, Phase V through, over, under and across lands owned by the GRANTOR, the particular location of said easement being described as follows:

M.C.H.D.  
Proofed  
Checked  
Approved  
5/14/82

The East 95 feet of the West 150 feet of the North one-half of the South one-half of the Southwest one-quarter of the Northwest one-quarter (N $\frac{1}{2}$  of S $\frac{1}{2}$  of SW $\frac{1}{4}$  of NW $\frac{1}{4}$ ) of Section Thirty-one (31), Township One (1) North, Range One (1) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.



The GRANTEE or its agents, successors and assigns shall at all times have the right of full and free ingress and egress to said easement for the purposes heretofore specified.

The covenants and agreements herein set forth shall extend and inure in favor and to the benefit of and shall be binding on the heirs, successors in ownership and estate, assigns and lessees of the respective parties hereto.

Dated this 30<sup>TH</sup> day of APRIL, 1982.

Johnny C. Carnahan Grantor  
[Signature] Grantor

STATE OF ARIZONA }  
COUNTY OF MARICOPA } ss.

Subscribed and sworn to before me this 30<sup>TH</sup> day of APRIL, 1982

My commission expires My Commission Expires August 21, 1984  
James W. Davis, Jr. Notary Public SEAL:

Recommended for approval: James W. Davis, Jr. Right of Way Agent  
[Signature] County Engineer

ACCEPTED:  
MARICOPA COUNTY BOARD OF SUPERVISORS

ATTEST:  
Cherie Pennington  
Clerk of Board of Supervisors

by [Signature]  
ACTING Chairman of the Board

Date MAY 17 1982



COUNTY

DKT 16109PG 0

I do hereby certify that the within named instrument was recorded at request of  
WHEN RECORDED RETURN TO: Book 16109 Page 990-991  
Maricopa County Highway Dept.  
Real Estate Division

Fee No.: DIS 304  
195854

Records of Maricopa County, Arizona JUN 23 1982 -4 45  
WITNESS my hand and official seal the day and year aforesaid:

Fee: 11/c

BILL HENRY

By Streich

County Recorder

Deputy Recorder

Recorded at Request of  
Board of Supervisors.

When recorded return to: MARICOPA COUNTY BOARD OF SUPERVISORS

EASEMENT AND AGREEMENT FOR HIGHWAY PURPOSES 101-44-3B

ER-900(10)P

EASEMENT (E)

Project No. 30118 - 115th Ave @ Gila River

Item No. U-1136 1 of 2

Johnny C. Carnahan

GRANTORS,

for and in consideration of the sum of One Dollar and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant to MARICOPA COUNTY, a political subdivision of the State of Arizona, its successors, and assigns, a permanent easement and right-of-way, for the following purposes, namely: The right to enter upon the hereinafter described land and grade, level, fill, drain, pave, build, maintain, repair and rebuild a road or highway, including incidental purposes consistent therewith, together with such bridges, culverts, ramps and cuts as may be necessary, on, over, under, and across the ground embraced within the right-of-way situated in the County of Maricopa, State of Arizona, and described as follows:

The East Twenty-two (22) feet of the West Fifty-five (55) feet of the North one-half of the South one-half of the Southwest one-quarter of the Northwest one-quarter (N $\frac{1}{2}$  of S $\frac{1}{2}$  of SW $\frac{1}{4}$  of NW $\frac{1}{4}$ ) of Section Thirty-one (31), Township One (1) North, Range One (1) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

M.C.H.D.  
Pooled  
79  
C/A  
11/20/82  
Checked  
C/A  
11/20/82  
Approved:  
5/4/82



To have and to hold the said easement and right-of-way unto Maricopa County, a political subdivision of the State of Arizona and unto its successors and assigns forever, together with the right of ingress and egress to permit the economical operation and maintenance of said public highway and all incidents thereto, and together with the right to authorize, permit, and license the use thereof for utilities or other public purposes not inconsistent with its primary use as a highway.

And the Grantors hereby covenant that they are lawfully seized and possessed on this aforementioned tract or parcel of land; that they have a good and lawful right to sell and convey it; and that they will warrant the title and quiet possession thereto against the lawful claim of all persons, subject to easements of record.

The said easement to include the right to cut back and trim such portion of the branches and tops of the trees now growing or that may hereafter grow upon the above described premises, as may extend over said right-of-way, so as to prevent the same from interfering with the efficient maintenance and operation of said public highway.

In the event the right, privilege and easement herein granted shall be abandoned and permanently cease to be used for the purposes herein granted all rights herein granted shall cease and revert to the grantors, their heirs or assigns.

Wherever in the foregoing instrument the plural is used, it will be read as singular when necessary, and wherever words indicating gender are employed they will apply to either masculine, feminine or neuter as the context requires.

NOW THEREFORE, in consideration of the same and further consideration hereinafter set forth, it is agreed, that this instrument contains the entire agreement between the parties hereto there being no further consideration paid than herein specified.

THE COUNTY OF MARICOPA AGREES:

- A. To use the above described land for the general welfare and benefit of the public.
- B. To Pay the Grantor the sum of \$2,660.00 which includes \$502.00 for .167 acres, U-1136, Highway Purposes; \$2,158.00 for .719 acres, U-1136-2, Drainage Easement.
- C. To install one asphalt driveway turnout.

THE GRANTOR AGREE:

- 1. To grant an easement for the above described land to the County of Maricopa for the general welfare and benefit of the public.
- 2. To grant a Drainage Easement, U-1136-2, to the County of Maricopa for the general welfare and benefit of the public.
- 3. To accept the sum of \$2,660.00 as payment in full for granting easement U-1136 described herein and Drainage Easement U-1136-2.

Dated this 30<sup>TH</sup> day of APRIL, 1982

Johnny C. Cameron  
 Grantor  
 Grantor

\_\_\_\_\_  
 Grantor  
 Grantor

STATE OF ARIZONA }  
COUNTY OF MARICOPA } ss.

Subscribed and sworn to before me this 30<sup>TH</sup> day of APRIL, 1982

My commission expires August 21, 1984 James W. Davis, Jr. SEAL:  
 Notary Public

Recommended for approval: My Commission Expires August 21, 1984  
James W. Davis, Jr. Deputy County Engineer

ACCEPTED:  
 MARICOPA COUNTY BOARD OF SUPERVISORS  
 by Shirley Robinson  
 Acting Chairman of the Board

ATTEST:  
Cherie Pennington  
 Clerk of Board of Supervisors

Date MAY 17 1982

COUNTY

I do hereby certify that the within name instrument was recorded at request of

County Highway Dept Dashed 16109 Page 972-973

Fee No.: DIS305 195855

Records of Maricopa County, Arizona JUN 23 1982 -4 45

WITNESS my hand and official seal the day and year aforesaid

Fee: nk

BILL HENRY

By

Deputy Recorder

County Recorder

When recorded return to: MARICOPA COUNTY BOARD OF SUPERVISORS

DRT 16109PG 972

EASEMENT AND AGREEMENT FOR HIGHWAY PURPOSES

101-44-3B

ER-900(10)P

Project No. 30118 - 115th Ave @ Gila River

EASEMENT (S)

Item No. U-1136 2 of 2

Herman Dickson, a single man

GRANTORS,

for and in consideration of the sum of One Dollar and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant to MARICOPA COUNTY, a political subdivision of the State of Arizona, its successors, and assigns, a permanent easement and right-of-way, for the following purposes, namely: The right to enter upon the hereinafter described land and grade, level, fill, drain, pave, build, maintain, repair and rebuild a road or highway, including incidental purposes consistent therewith, together with such bridges, culverts, ramps and cuts as may be necessary, on, over, under, and across the ground embraced within the right-of-way situated in the County of Maricopa, State of Arizona, and described as follows:

The East Twenty-two (22) feet of the West Fifty-five (55) feet of the North one-half of the South one-half of the Southwest one-quarter of the Northwest one-quarter (N1/2 of S1/2 of SW1/4 of NW1/4) of Section Thirty-one (31), Township One (1) North, Range One (1) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

M.C.R.D.
Produce
7/7
11/11/82
11/20/82
Address:
6/19/82



1982 JUN 11 PM 1:26

To have and to hold the said easement and right-of-way unto Maricopa County, a political subdivision of the State of Arizona and unto its successors and assigns forever, together with the right of ingress and egress to permit the economical operation and maintenance of said public highway and all incidents thereto, and together with the right to authorize, permit, and license the use thereof for utilities or other public purposes not inconsistent with its primary use as a highway.

And the Grantors hereby covenant that they are lawfully seized and possessed on this aforementioned tract or parcel of land; that they have a good and lawful right to sell and convey it; and that they will warrant the title and quiet possession thereto against the lawful claim of all persons, subject to easements of record.

The said easement to include the right to cut back and trim such portion of the branches and tops of the trees now growing or that may hereafter grow upon the above described premises, as may extend over said right-of-way, so as to prevent the same from interfering with the efficient maintenance and operation of said public highway.

In the event the right, privilege and easement herein granted shall be abandoned and permanently cease to be used for the purposes herein granted all rights herein granted shall cease and revert to the grantors, their heirs or assigns.

Wherever in the foregoing instrument the plural is used, it will be read as singular when necessary, and wherever words indicating gender are employed they will apply to either masculine, feminine or neuter as the context requires.

16000-023

(See Reverse Side For Agreement and Signatures)

NOW THEREFORE, in consideration of the same and further consideration hereinafter set forth, it is agreed, that this instrument contains the entire agreement between the parties hereto there being no further consideration paid than herein specified.

THE COUNTY OF MARICOPA AGREES:

- A. To use the above described land for the general welfare and benefit of the public.
- B. To pay the sum of \$2,660 which includes \$502 for .167 acre, U-1136, Highway Purposes; \$2,158 for .719 acre, U-1136-2, Drainage Easement to Johnny C. Carnahan.
- C. To install one asphalt driveway turnout

DKT16109PG 973

THE GRANTOR \_\_\_\_\_ AGREES \_\_\_\_\_:

- 1. To grant an easement for the above described land to the County of Maricopa for the general welfare and benefit of the public.
- 2. To grant a Drainage Easement, U-1136-2, to the County of Maricopa for the general welfare and benefit of the public.
- 3. That payment of \$2,660 as payment in full for granting easement U-1136 described herein and Drainage Easement U-1136-2 be paid as stated in B above.

Dated this 13<sup>TH</sup> day of MAY, 1982.

Herman Dickson  
Grantor

\_\_\_\_\_  
Grantor

\_\_\_\_\_  
Grantor

\_\_\_\_\_  
Grantor

STATE OF ARIZONA }  
COUNTY OF MARICOPA } ss.

Subscribed and sworn to before me this 13<sup>TH</sup> day of MAY, 1982

My commission expires \_\_\_\_\_ My Commission Expires August 21, 1984

James W. Davis, Jr. SEAL:  
Notary Public

Recommended for approval: James W. Davis, Jr.  
Right of Way Agent

[Signature]  
Deputy County Engineer

ACCEPTED:  
MARICOPA COUNTY BOARD OF SUPERVISORS

ATTEST:

by [Signature]  
Chairman of the Board

[Signature]  
Clerk of Board of Supervisors

Date JUN 7 1982

PHOTOSTATIC COPIES REQUESTED  
MARICOPA COUNTY HIGHWAY DEPT.  
ROOM 111, COUNTY # 2 CORNER

I do hereby certify that the within named instrument was recorded at the request of

Fee No.:

WHEN RECORDED RETURN TO: 16109 PG 980

1 859

Maricopa County Highway Dept.  
Real Estate Division, Records of Maricopa County, Arizona JUN 23 1982 -4 45

WITNESS my hand and official seal the day and year aforesaid.

Fee: AK

BILL HENRY

By

[Signature]

County Recorder

Deputy Recorder

When recorded return to: MARICOPA COUNTY BOARD OF SUPERVISORS

Recorded at Request of Board of Supervisors.

DKT 16109 PG 980

101-44-3F

DRAINAGE  
EASEMENT

ER-900(10)P

Project # 30118-115th Ave @ Gila River

EASEMENT ES

Item # U-1137-2 1 of 3

KNOW ALL MEN BY THESE PRESENTS:

That Donald L. Carnahan, a widower

hereinafter called the GRANTOR, for and in consideration of the sum of One Dollar and other valuable consideration, receipt of which is hereby acknowledged, has granted and does hereby grant unto MARICOPA COUNTY, a political subdivision of the State of Arizona, hereinafter called the GRANTEE, and to its agents, successors and assigns, the right, privilege and easement to: Construct and maintain a channel and dike as indicated on plan and profile of proposed County Highway Project #ER-900(10)P, Phase V through, over, and across lands owned by the GRANTOR, the particular location of said easement being described as follows:

The East Twenty-eight (28) feet of the West Eighty-three (83) feet of the South one-quarter of the North one-half of the Southwest one-quarter of the Northwest one-quarter (SE 1/4 of NW 1/4 of SW 1/4 of NW 1/4) of Section Thirty-one (31), Township One (1) North, Range One (1) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

G.N.D. Proofed  
C.M.  
10/2/82  
Checked  
C.M.  
4/16/82  
Approved  
[Signature]  
5/26/82



The GRANTEE or its agents, successors and assigns shall at all times have the right of full and free ingress and egress to said easement for the purposes heretofore specified.

The covenants and agreements herein set forth shall extend and inure in favor and to the benefit of and shall be binding on the heirs, successors in ownership and estate, assigns and lessees of the respective parties hereto.

Dated this 12 day of May, 1982

Grantor  
Donald L. Carnahan  
Grantor

Grantor  
Grantor

STATE OF ARIZONA }  
COUNTY OF MARICOPA } ss.

Subscribed and sworn to before me this 12th day of May, 1982

My commission expires My commission expires April 29, 1985

Campbell L. Seasey SEAL:  
Notary Public

Recommended for approval: James W. Davis  
Right of Way Agent

[Signature]  
County Engineer

ACCEPTED:  
MARICOPA COUNTY BOARD OF SUPERVISORS

ATTEST:

by [Signature]  
Chairman of the Board

[Signature]  
Clerk of Board of Supervisors

Date JUN 7 1982

I hereby certify that the within named instrument was recorded at request of  
WHEN RECORDED RETURN TO: Wash 16109 Page 983-984  
Maricopa County Highway Dept.  
Real Estate Division

Fee No.:  
**DIS309**  
**195862**

Records of Maricopa County, Arizona JUN 23 1982 -4 45  
WITNESS my hand and official seal the day and year aforesaid.

Fee: 1k

By Henry  
County Recorder **HENRY** Deputy Recorder  
When recorded return to: **MARICOPA COUNTY BOARD OF SUPERVISORS**

Recorded at Request of  
Board of Supervisors.

### EASEMENT AND AGREEMENT FOR HIGHWAY PURPOSES 101-44-3F

Project No. 30118-115th Ave @ Gila River

**EASEMENT**

Item No. U-1137 1 of 3

Donald L. Carnahan, a widower

#### GRANTORS,

for and in consideration of the sum of One Dollar and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant to MARICOPA COUNTY, a political subdivision of the State of Arizona, its successors, and assigns, a permanent easement and right-of-way, for the following purposes, namely: The right to enter upon the hereinafter described land and grade, level, fill, drain, pave, build, maintain, repair and rebuild a road or highway, including incidental purposes consistent therewith, together with such bridges, culverts, ramps and cuts as may be necessary, on, over, under, and across the ground embraced within the right-of-way situated in the County of Maricopa, State of Arizona, and described as follows:

The East Twenty-two (22) feet of the West Fifty-five (55) feet of the South one-quarter of the North one-half of the Southwest one-quarter of the Northwest one-quarter (S $\frac{1}{2}$  of N $\frac{1}{2}$  of SW $\frac{1}{4}$  of NW $\frac{1}{4}$ ) of Section Thirty-one (31), Township One (1) North, Range One (1) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

M.C.H.D.  
Proced  
C/H  
W/Bh  
2/1/82  
Checked  
C/H  
3/1/82  
Approved  
Jed  
5/1/82



1982 JUN 11 PM 1:25

1982 MAY 14 PM 2:33

MARICOPA COUNTY  
COUNTY CLERK  
DAVID F. BROWN

To have and to hold the said easement and right-of-way unto Maricopa County, a political subdivision of the State of Arizona and unto its successors and assigns forever, together with the right of ingress and egress to permit the economical operation and maintenance of said public highway and all incidents thereto, and together with the right to authorize, permit, and license the use thereof for utilities or other public purposes not inconsistent with its primary use as a highway.

And the Grantors hereby covenant that they are lawfully seized and possessed on this aforementioned tract or parcel of land; that they have a good and lawful right to sell and convey it; and that they will warrant the title and quiet possession thereto against the lawful claim of all persons, subject to easements of record.

The said easement to include the right to cut back and trim such portion of the branches and tops of the trees now growing or that may hereafter grow upon the above described premises, as may extend over said right-of-way, so as to prevent the same from interfering with the efficient maintenance and operation of said public highway.

In the event the right, privilege and easement herein granted shall be abandoned and permanently cease to be used for the purposes herein granted all rights herein granted shall cease and revert to the grantors, their heirs or assigns.

Wherever in the foregoing instrument the plural is used, it will be read as singular when necessary, and wherever words indicating gender are employed they will apply to either masculine, feminine or neuter as the context requires.

NEW FILIPINOS, in consideration of the sum of money paid to them by the Grantor, and the agreement between the parties herein, there being no other consideration paid than herein specified.

THE COUNTY OF MARICOPA AGREES:

- A. To use the above described land for the general welfare and benefit of the public.
- B. To pay the Grantor the sum of \$662 which includes \$291 for .083 acres, U-1137, Highway Purposes; \$371 for .106 acres, U-1137-2, Drainage Easement.
- C. To install one asphalt driveway turnout with one 29" x 18" arch pipe culvert crossin

THE GRANTOR AGREE:

- 1. To grant an easement for the above described land to the County of Maricopa for the general welfare and benefit of the public.
- 2. To grant a drainage easement, U-1137-2, to the County of Maricopa for the general welfare and benefit of the public.
- 3. To accept the sum of \$662 as payment in full for granting easement U-1137 described herein and drainage easement U-1137-2.

Dated this 12 day of May, 1982

Grantor  
Donald L. Condon  
Grantor

Grantor  
\_\_\_\_\_  
Grantor

STATE OF ARIZONA }  
COUNTY OF MARICOPA } ss.

Subscribed and sworn to before me this 12th day of May, 1982

My commission expires April 27, 1985 Notary Public Clifford L. Seary Notary Public

Recommended for approval: James W. Davis  
Right of Way Agent

ATTEST: [Signature]  
Deputy County Engineer

ACCEPTED:  
MARICOPA COUNTY BOARD OF SUPERVISORS  
by [Signature]  
Chairman of the Board

[Signature]  
Clerk of Board of Supervisors

Date JUN 7 1982

I hereby certify that the within named instrument was recorded at request of  
WHEN RECORDED RETURN TO: Carroll 16109 Page 983-984  
Maricopa County Highway Dept.  
Real Estate Division

Fee No.:  
**DIS309**  
**195862**

Fee: nk

Records of Maricopa County, Arizona JUN 23 1982 -4 45  
WITNESS my hand and official seal the day and year aforesaid.

By Henry  
County Recorder **BILL HENRY** Deputy Recorder  
When recorded return to: **MARICOPA COUNTY BOARD OF SUPERVISORS**

Recorded at Request of  
Board of Supervisors.

# EASEMENT AND AGREEMENT FOR HIGHWAY PURPOSES 101-44-3F

Project No. 30118-115th Ave @ Gila River

Item No. U-1137 1 of 3

**EASEMENT**

Donald L. Carnahan, a widower

## GRANTORS,

for and in consideration of the sum of One Dollar and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant to MARICOPA COUNTY, a political subdivision of the State of Arizona, its successors, and assigns, a permanent easement and right-of-way, for the following purposes, namely: The right to enter upon the hereinafter described land and grade, level, fill, drain, pave, build, maintain, repair and rebuild a road or highway, including incidental purposes consistent therewith, together with such bridges, culverts, ramps and cuts as may be necessary, on, over, under, and across the ground embraced within the right-of-way situated in the County of Maricopa, State of Arizona, and described as follows:

The East Twenty-two (22) feet of the West Fifty-five (55) feet of the South one-quarter of the North one-half of the Southwest one-quarter of the Northwest one-quarter (SE $\frac{1}{4}$  of N $\frac{1}{2}$  of SW $\frac{1}{4}$  of NW $\frac{1}{4}$ ) of Section Thirty-one (31), Township One (1) North, Range One (1) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

M.C.H.D.  
Proofed  
CJH  
2/1/82  
Checked  
CJH  
2/1/82  
Approved  
5/1/82



1982 JUN 11 PM 1:25

1982 MAY 14 PM 2:33

To have and to hold the said easement and right-of-way unto Maricopa County, a political subdivision of the State of Arizona and unto its successors and assigns forever, together with the right of ingress and egress to permit the economical operation and maintenance of said public highway and all incidents thereto, and together with the right to authorize, permit, and license the use thereof for utilities or other public purposes not inconsistent with its primary use as a highway.

And the Grantors hereby covenant that they are lawfully seized and possessed on this aforementioned tract or parcel of land; that they have a good and lawful right to sell and convey it; and that they will warrant the title and quiet possession thereto against the lawful claim of all persons, subject to easements of record.

The said easement to include the right to cut back and trim such portion of the branches and tops of the trees now growing or that may hereafter grow upon the above described premises, as may extend over said right-of-way, so as to prevent the same from interfering with the efficient maintenance and operation of said public highway.

In the event the right, privilege and easement herein granted shall be abandoned and permanently cease to be used for the purposes herein granted all rights herein granted shall cease and revert to the grantors, their heirs or assigns.

Wherever in the foregoing instrument the plural is used, it will be read as singular when necessary, and wherever words indicating gender are employed they will apply to either masculine, feminine or neuter as the context requires.



NEW PARCELS, in consideration of  
agreed, that this instrument contains the ent  
consideration paid than herein specified.

agreement between the parties hereto there being further

THE COUNTY OF MARICOPA AGREES:

- A. To use the above described land for the general welfare and benefit of the public.
- B. To pay the Grantor the sum of \$662 which includes \$291 for .083 acres, U-1137, Highway Purposes; \$371 for .106 acres, U-1137-2, Drainage Easement.
- C. To install one asphalt driveway turnout with one 29" x 18" arch pipe culvert crossin

THE GRANTOR AGREE:

- 1. To grant an easement for the above described land to the County of Maricopa for the general welfare and benefit of the public.
- 2. To grant a drainage easement, U-1137-2, to the County of Maricopa for the general welfare and benefit of the public.
- 3. To accept the sum of \$662 as payment in full for granting easement U-1137 described herein and drainage easement U-1137-2.

Dated this 12 day of May, 1982

Grantor  
Donald H. Condon  
Grantor

Grantor  
\_\_\_\_\_  
Grantor

STATE OF ARIZONA }  
COUNTY OF MARICOPA } ss.

Subscribed and sworn to before me this 12th day of May, 1982

My commission expires My commission expires April 27, 1985 Notary Public

Clifford L. Seaton  
Notary Public

Recommended for approval: James W. Davis  
Right of Way Agent

[Signature]  
Deputy County Engineer

ACCEPTED:  
MARICOPA COUNTY BOARD OF SUPERVISORS

ATTEST:

by [Signature]  
Chairman of the Board

[Signature]  
Clerk of Board of Supervisors

Date JUN 7 1982



**SUPPORTING**

**DOCUMENTS**

**For**

**PANEL 1A**

I do hereby certify that the within named instrument was recorded at request of Da L 16109 Page 980 Fee No.: 5859  
WHEN RECORDED RETURN TO: Maricopa County Highway Dept.  
Real Estate Division, Records of Maricopa County, Arizona JUN 23 1982 -4 45  
WITNESS my hand and official seal the day and year aforesaid. Fee: AK

BILL HENRY By By [Signature]  
County Recorder Deputy Recorder  
When recorded return to: MARICOPA COUNTY BOARD OF SUPERVISORS Recorded at Request of Board of Supervisors.

DRAINAGE DKT 16109 PG 980 101-44-3F  
EASEMENT ER-900(10)P  
Project # 30118-115th Ave @ Gila River  
EASEMENT ES Item # U-1137-2 1 of 3

KNOW ALL MEN BY THESE PRESENTS:

That Donald L. Carnahan, a widower

hereinafter called the GRANTOR, for and in consideration of the sum of One Dollar and other valuable consideration, receipt of which is hereby acknowledged, has granted and does hereby grant unto MARICOPA COUNTY, a political subdivision of the State of Arizona, hereinafter called the GRANTEE, and to its agents, successors and assigns, the right, privilege and easement to: Construct and maintain a channel and dike as indicated on plan and profile of proposed County Highway Project #ER-900(10)P, Phase V through, over, under and across lands owned by the GRANTOR, the particular location of said easement being described as follows:

The East Twenty-eight (28) feet of the West Eighty-three (83) feet of the South one-quarter of the North one-half of the Southwest one-quarter of the Northwest one-quarter (S $\frac{1}{4}$  of N $\frac{1}{2}$  of SW $\frac{1}{4}$  of NW $\frac{1}{4}$ ) of Section Thirty-one (31), Township One (1) North, Range One (1) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

C.G.H.D.  
Proofed  
7/28/82  
Checked  
C 111  
7/28/82  
Approved  
5/26/82



The GRANTEE or its agents, successors and assigns shall at all times have the right of full and free ingress and egress to said easement for the purposes heretofore specified.

The covenants and agreements herein set forth shall extend and inure in favor and to the benefit of and shall be binding on the heirs, successors in ownership and estate, assigns and lessees of the respective parties hereto.

Dated this 12 day of May, 1982.

Grantor  
Donald L. Carnahan  
Grantor

Grantor  
Grantor

STATE OF ARIZONA }  
COUNTY OF MARICOPA } ss.

Subscribed and sworn to before me this 12th day of May, 1982

My commission expires My commission expires April 29, 1985  
Crawford L. Searey SEAL:  
Notary Public

Recommended for approval: James W. Davis Jr.  
Right of Way Agent

[Signature]  
County Engineer

ACCEPTED:  
MARICOPA COUNTY BOARD OF SUPERVISORS  
by [Signature]  
Chairman of the Board

ATTEST:  
[Signature]  
Clerk of Board of Supervisors

Date JUN 7 1982

COUN

DKT16109PG 987

I do hereby certify that the within named instrument was recorded at request of Fee No.:

County Highway Dept Book 16109 Page 987-988

195864

Records of Maricopa County, Arizona JUN 23 1982 -4 15  
WITNESS my hand and official seal the day and year aforesaid.

Fee:

DIS \$10

GILL HENRY By [Signature] Deputy Recorder  
County Recorder  
When recorded return to: MARICOPA COUNTY BOARD OF SUPERVISORS

EASEMENT AND AGREEMENT FOR HIGHWAY PURPOSES 101-44-3P

EASEMENT

Project No. 30118-115th Ave @ Gila River

Item No. U-1137 3 of 3

Herman Dickson, a single man

GRANTORS,

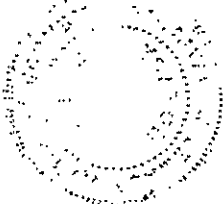
for and in consideration of the sum of One Dollar and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant to MARICOPA COUNTY, a political subdivision of the State of Arizona, its successors, and assigns, a permanent easement and right-of-way, for the following purposes, namely: The right to enter upon the hereinafter described land and grade, level, fill, drain, pave, build, maintain, repair and rebuild a road or highway, including incidental purposes consistent therewith, together with such bridges, culverts, ramps and cuts as may be necessary, on, over, under, and across the ground embraced within the right-of-way situated in the County of Maricopa, State of Arizona, and described as follows:

The East Twenty-two (22) feet of the West Fifty-five (55) feet of the South one-quarter of the North one-half of the Southwest one-quarter of the Northwest one-quarter (S 1/4 of N 1/2 of SW 1/4 of NW 1/4) of Section Thirty-one (31), Township One (1) North, Range One (1) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

16109 PG 987-988  
2/1/82  
Checked  
2/1/82  
Approved  
6/1/82



JUN 11 PM 1:25  
MARICOPA COUNTY  
RECORDS



To have and to hold the said easement and right-of-way unto Maricopa County, a political subdivision of the State of Arizona and unto its successors and assigns forever, together with the right of ingress and egress to permit the economical operation and maintenance of said public highway and all incidents thereto, and together with the right to authorize, permit, and license the use thereof for utilities or other public purposes not inconsistent with its primary use as a highway.

And the Grantors hereby covenant that they are lawfully seized and possessed of this aforementioned tract or parcel of land; that they have a good and lawful right to sell and convey it; and that they will warrant the title and quiet possession thereto against the lawful claim of all persons, subject to easements of record.

The said easement to include the right to cut back and trim such portion of the branches and tops of the trees now growing or that may hereafter grow upon the above described premises, as may extend over said right-of-way, so as to prevent the same from interfacing with the efficient maintenance and operation of said public highway.

In the event the right, privilege and easement herein granted shall be abandoned and permanently cease to be used for the purposes herein granted all rights herein granted shall cease and revert to the grantors, their heirs or assigns.

Wherever in the foregoing instrument the plural is used, it will be read as singular when necessary, and wherever words indicating gender are employed they will apply to either masculine, feminine or neuter as the context requires.

NOW THEREFORE, in consideration of ~~some~~ and further consideration, hereinafter set forth, agreed, that this instrument contains the entire agreement between the parties hereto there being no further consideration paid than herein specified.

DKT 16109P 988

THE COUNTY OF MARICOPA AGREES:

- A. To use the above described land for the general welfare and benefit of the public.
- B. To pay the sum of \$662 which includes \$291 for .083 acre, U-1137, Highway Purposes. \$371 for .106 acre, U-1137-2, Drainage Easement to Donald L. Carnahan and Alice L. Carnahan.
- C. To install one asphalt driveway turnout with one 29" x 18" x 30' arch pipe culvert crossing.

THE GRANTOR AGREE:

- 1. To grant an easement for the above described land to the County of Maricopa for the general welfare and benefit of the public.
- 2. To grant a Drainage Easement, U-1134-2, to the County of Maricopa for the general welfare and benefit of the public.
- 3. That payment of the \$662 as payment in full for granting easement U-1137 described herein and Drainage Easement U-1137-2 be paid as stated in B above.

Dated this 13<sup>TH</sup> day of MAY, 1982

*Harman Dickson*  
Grantor

\_\_\_\_\_  
Grantor

\_\_\_\_\_  
Grantor

\_\_\_\_\_  
Grantor



STATE OF ARIZONA }  
COUNTY OF MARICOPA } ss.

Subscribed and sworn to before me this 13<sup>TH</sup> day of MAY, 1982

My commission expires August 21, 1984 *James W. Davis, Jr.* SEAL:  
Notary Public

Recommended for approval: *James W. Davis, Jr.*  
Right of Way Agent

*H. H. Hatter*  
Deputy County Engineer

ACCEPTED:  
MARICOPA COUNTY BOARD OF SUPERVISORS  
by *Ben C. ...*  
Chairman of the Board

ATTEST:  
*Chris ...*  
Clerk of Board of Supervisors

Date JUN 7 1982

PHOTOSTATIC COPIES REQUESTED  
MARICOPA COUNTY HIGHWAY DEPT.  
MARICOPA COUNTY P & Z COMM.

I do hereby certify that the within named instrument was recorded at the request of

Fee No.

County Highway Dept. Sub 16109 Page 982

195861

Records of Maricopa County, Arizona JUN 23 1982 -4 45  
WITNESS my hand and official seal the day and year aforesaid.

Fee: 11c

BILL HENRY

By

*[Signature]*

County Recorder

Deputy Recorder

When recorded return to: MARICOPA COUNTY BOARD OF SUPERVISORS

DKT 16109PG 982

DRAINAGE  
EASEMENT

101-44-3F  
ER-900(10)P

Project # 30118-115th Ave @ Gila River

Item # U-1137-2 3 of 3

KNOW ALL MEN BY THESE PRESENTS:

EASEMENT ES

That Herman Dickson, a single man

hereinafter called the GRANTOR, for and in consideration of the sum of One Dollar and other valuable consideration, receipt of which is hereby acknowledged, has granted and does hereby grant unto MARICOPA COUNTY, a political subdivision of the State of Arizona, hereinafter called the GRANTEE, and to its agents, successors and assigns, the right, privilege and easement to: Construct and maintain a channel and dike as indicated on plan and profile of proposed County Highway Project #ER-900(10)P, Phase V through, over, under and across lands owned by the GRANTOR, the particular location of said easement being described as follows:

The East Twenty-eight (28) feet of the West Eighty-three (83) feet of the South one-quarter of the North one-half of the Southwest one-quarter of the Northwest one-quarter (S $\frac{1}{4}$  of N $\frac{1}{2}$  of SW $\frac{1}{4}$  of NW $\frac{1}{4}$ ) of Section Thirty-one (31), Township One (1) North, Range One (1) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

C.H.D.  
Proofed  
C-117  
2/1/82  
Checked  
C-117  
2/1/82  
Approved  
*[Signature]*  
6/19/82



The GRANTEE or its agents, successors and assigns shall at all times have the right of full and free ingress and egress to said easement for the purposes heretofore specified.

The covenants and agreements herein set forth shall extend and inure in favor and to the benefit of and shall be binding on the heirs, successors in ownership and estate, assigns and lessees of the respective parties hereto.

Dated this 13<sup>TH</sup> day of MAY, 1982.

*[Signature of Herman Dickson]*

Grantor

Grantor

Grantor

Grantor

STATE OF ARIZONA }  
COUNTY OF MARICOPA } ss.

Subscribed and sworn to before me this 13<sup>TH</sup> day of MAY, 1982.

My commission expires My Commission Expires August 21, 1984 *[Signature]* SEAL:

Notary Public

Recommended for approval *[Signature]*  
Right of Way Agent

ATTEST:

*[Signature]*  
County Engineer

ACCEPTED:  
MARICOPA COUNTY BOARD OF SUPERVISORS

by *[Signature]*  
Chairman of the Board

*[Signature]*  
Clerk of Board of Supervisors

Date JUN 7 1982

I do hereby certify that the within named instrument was recorded at request of

Fee No.:

Maricopa Co Highway Dept Dkt 16109 Page 985-986

195863

Records of Maricopa County, Arizona.

WITNESS my hand and official seal the day and year aforesaid

JUN 28 1982 -4 45

Fee:

11c  
D15311

BILL HENRY

By

*[Signature]*

County Recorder

Deputy Recorder

When recorded return to: MARICOPA COUNTY BOARD OF SUPERVISORS

EASEMENT AND AGREEMENT FOR HIGHWAY PURPOSES 101-44-3F

Project No. 30118-115th Ave @ Gila River

Item No. U-1137 2 of 3

EASEMENT [ES]

Allen J. McCarty and Joetta K. McCarty, his wife

GRANTORS,

for and in consideration of the sum of One Dollar and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant to MARICOPA COUNTY, a political subdivision of the State of Arizona, its successors, and assigns, a permanent easement and right-of-way, for the following purposes, namely: The right to enter upon the hereinafter described land and grade, level, fill, drain, pave, build, maintain, repair and rebuild a road or highway, including incidental purposes consistent therewith, together with such bridges, culverts, ramps and cuts as may be necessary, on, over, under, and across the ground embraced within the right-of-way situated in the County of Maricopa, State of Arizona, and described as follows:

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H.C.H.D. Proofing  
C/H  
W/Bh  
Checked  
C/H  
2/1/82  
Approved  
*[Signature]*  
6/19/82



MARICOPA COUNTY  
COUNTY RECORDER  
1982 JUN 11 1982 MAY 14 PM 2 32  
OFFICE: 1000 STATE R. BLDG.  
PHOENIX, ARIZONA

To have and to hold the said easement and right-of-way unto Maricopa County, a political subdivision of the State of Arizona and unto its successors and assigns forever, together with the right of ingress and egress to permit the economical operation and maintenance of said public highway and all incidents thereto, and together with the right to authorize, permit, and license the use thereof for utilities or other public purposes not inconsistent with its primary use as a highway.

And the Grantors hereby covenant that they are lawfully seized and possessed on this aforementioned tract or parcel of land; that they have a good and lawful right to sell and convey it; and that they will warrant the title and quiet possession thereto against the lawful claim of all persons, subject to easements of record.

The said easement to include the right to cut back and trim such portion of the branches and tops of the trees now growing or that may hereafter grow upon the above described premises, as may extend over said right-of-way, so as to prevent the same from interfering with the efficient maintenance and operation of said public highway.

In the event the right, privilege and easement herein granted shall be abandoned and permanently cease to be used for the purposes herein granted all rights herein granted shall cease and revert to the grantors, their heirs or assigns.

Wherever in the foregoing instrument the plural is used, it will be read as singular when necessary, and wherever words indicating gender are employed they will apply to either masculine, feminine or neuter as the context requires.

8000

(See Reverse Side For Agreement and Signatures)



NOW THEREFORE, in consideration of the same and further consideration hereinafter set forth, it is agreed, that this instrument contains the entire agreement between the parties hereto there being no further consideration paid than herein specified.

THE COUNTY OF MARICOPA AGREES:

- A. To use the above described land for the general welfare and benefit of the public.
- B. To pay the sum of \$662 which includes \$291 for .083 acre, U-1137, Highway Purposes, \$371 for .106 acre, U-1137-2, Drainage Easement to Donald L. Carnahan and Alice L. Carnahan.
- C. To install one asphalt driveway turnout with one 29" x 18" x 30' arch pipe culvert crossing.

THE GRANTOR AGREE:

- 1. To grant an easement for the above described land to the County of Maricopa for the general welfare and benefit of the public.
- 2. To grant a Drainage Easement, U-1134-2, to the County of Maricopa for the general welfare and benefit of the public.
- 3. That payment of the \$662 as payment in full for granting easement U-1137 described herein and Drainage Easement U-1137-2 be paid as stated in B above.

Dated this 12<sup>TH</sup> day of MAY, 1982

Jetta K. McCarty  
Grantor

Alice J. McCarty  
Grantor

\_\_\_\_\_  
Grantor

\_\_\_\_\_  
Grantor

STATE OF ARIZONA }  
COUNTY OF MARICOPA } ss.

Subscribed and sworn to before me this 12<sup>th</sup> day of May, 1982

My commission expires My commission expires April 29, 1985

Clifford L. Searcy SEAL:  
Notary Public

Recommended for approval: James W. Davis  
Right of Way Agent

[Signature]  
Deputy County Engineer

ACCEPTED: MARICOPA COUNTY BOARD OF SUPERVISORS

ATTEST:  
[Signature]  
Clerk of Board of Supervisors

by [Signature]  
Chairman of the Board  
JUN 7 1982

Date \_\_\_\_\_

I do hereby certify that the within named instrument was recorded at request of Fee No.:

Maricopa Co Highway to Pinal 16109 Page

195863

Records of Maricopa County, Arizona.

WITNESS my hand and official seal the day and year aforesaid JUN 28 1982 -4 45

Fee: 11c

BILL HENRY By [Signature]

County Recorder

Deputy Recorder

D15311

When recorded return to: MARICOPA COUNTY BOARD OF SUPERVISORS

EASEMENT AND AGREEMENT FOR HIGHWAY PURPOSES 101-44-37

Project No. 30118-115th Ave @ Gila River

EASEMENT EST

Item No. U-1137 2 of 3

Allen J. McCarty and Joetta K. McCarty, his wife

GRANTORS,

for and in consideration of the sum of One Dollar and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant to MARICOPA COUNTY, a political subdivision of the State of Arizona, its successors, and assigns, a permanent easement and right-of-way, for the following purposes, namely: The right to enter upon the hereinafter described land and grade, level, fill, drain, pave, build, maintain, repair and rebuild a road or highway, including incidental purposes, consistent therewith, together with such bridges, culverts, ramps and cuts as may be necessary, on, over, under, and across the ground embraced within the right-of-way situated in the County of Maricopa, State of Arizona, and described as follows:

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11.C.M.D.  
Proving  
C-11  
W.B.H.  
2/13/82  
Checked  
C-11  
2/14/82  
Approved  
[Signature]  
6/18/82



MARICOPA COUNTY  
RECORDS  
JUN 11 1982  
MAR 14 1982

To have and to hold the said easement and right-of-way unto Maricopa County, a political subdivision of the State of Arizona and unto its successors and assigns forever, together with the right of ingress and egress to permit the economical operation and maintenance of said public highway and all incidents thereto, and together with the right to authorize, permit, and license the use thereof for utilities or other public purposes not inconsistent with its primary use as a highway.

And the Grantors hereby covenant that they are lawfully seized and possessed on this aforementioned tract or parcel of land; that they have a good and lawful right to sell and convey it; and that they will warrant the title and quiet possession thereto against the lawful claim of all persons, subject to easements of record.

The said easement to include the right to cut back and trim such portion of the branches and tops of the trees now growing or that may hereafter grow upon the above described premises, as may extend over said right-of-way, so as to prevent the same from interfering with the efficient maintenance and operation of said public highway.

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NOW THEREFORE, in consideration of the same and further consideration hereinafter set forth, it is agreed, that this instrument contains the entire agreement between the parties hereto there being no further consideration paid than herein specified.

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- B. To pay the sum of \$662 which includes \$291 for .083 acre, U-1137, Highway Purposes, \$371 for .106 acre, U-1137-2, Drainage Easement to Donald L. Carnahan and Alice L. Carnahan.
- C. To install one asphalt driveway turnout with one 29" x 18" x 30' arch pipe culvert crossing.

THE GRANTOR AGREE:

- 1. To grant an easement for the above described land to the County of Maricopa for the general welfare and benefit of the public.
- 2. To grant a Drainage Easement, U-1134-2, to the County of Maricopa for the general welfare and benefit of the public.
- 3. That payment of the \$662 as payment in full for granting easement U-1137 described herein and Drainage Easement U-1137-2 be paid as stated in B above.

Dated this 12<sup>TH</sup> day of MAY, 1982.

Jetta K. McCarty  
 Grantor  
Allen J. McCarty  
 Grantor

\_\_\_\_\_  
 Grantor  
 \_\_\_\_\_  
 Grantor

STATE OF ARIZONA }  
COUNTY OF MARICOPA } ss.

Subscribed and sworn to before me this 12<sup>th</sup> day of May, 1982

My commission expires ~~My commission expires~~ April 22, 1985 Clifford L. Searcy SEAL:  
Notary Public

Recommended for approval: James W. Davis Deputy County Engineer  
Right of Way Agent

ACCEPTED:  
MARICOPA COUNTY BOARD OF SUPERVISORS

ATTEST:  
Chris Cunningham  
Clerk of Board of Supervisors

by Dennis P. Hill  
Chairman of the Board  
JUN 7 1982

Date \_\_\_\_\_

WHEN RECORDED RETURN TO:  
Maricopa County Highw pt.  
Real Estate Division

83 065285

COUNTY

C-11  
5508  
IN REPLY REFER TO



United States Department of the Interior

A-17917  
(025) BA

BUREAU OF LAND MANAGEMENT  
PHOENIX DISTRICT OFFICE  
2929 WEST CLARENDON AVENUE  
PHOENIX, ARIZONA 85017

115 Ave - Gila River Pms  
Work Order #30118  
Item #U-1133, 1133-1, 1133-2

101-00 -

EASEMENT (ES) February 14, 1983

MARICOPA COUNTY  
HIGHWAY DEPT.  
DATE RECORDED  
1983 FEB 22 AM 11:37

DECISION

RIGHT-OF-WAY GRANTED 1/

Details of Grant

Serial Number of Grant: A-17917

Name of Grantee: Maricopa County Board of Supervisors

Map Showing the Location and Dimensions of Grant:

Map Designations: W.O. 30118

Date Filed: June 18, 1982

Permitted Use by Grantee: Right-of-way for road way, earthen berm and flood protection being 150' wide on the north narrowing to 81.79' on the south in Lot 5, by 1400' and temporary construction area 206' by 228'.

Authority for Grant: Act of October 21, 1976, 90 Stat. 2776, 43 U.S.C. 1761 (Public Law 94-579)

Regulations Applicable to Grant:

Code Reference: 43 CFR 2800

Circular Numbers: 2468 and 2500

Date of Grant: February 14, 1983

Expiration Date of Grant: February 13, 2023

Rental:

Amount: None (Governmental Entity)

When Payable by Grantee: ----

RECORDED IN OFFICIAL RECORDS  
OF MARICOPA COUNTY, ARIZONA  
FEB 23 '83 - 2:30  
BILL HENRY, COUNTY RECORDER  
FEE N-C PGS 6

ACCEPTANCE BY APPLICANT: Applicant hereby accepts all terms and conditions of the grant, as set forth in the attachments hereto.

*Stanley Johnson*  
Applicant's Signature

JAN 31 1983

Date

*Cherie Pennington*  
Authorized Officer

1/ Grant effective when executed and dated by the Bureau of Land Management Authorized Officer.

Pursuant to the authority vested in the undersigned officer by Bureau Order No. 701 of July 23, 1964 (20 F.R. 10526), a right-of-way, the details of which are shown above, is hereby granted, subject to the following terms and conditions:

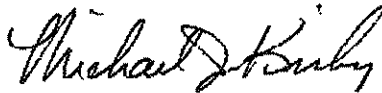
1. All valid rights existing on the date of the grant;
2. All applicable regulations in 43 CFR 2800 and regulations to be promulgated by the Secretary of the Interior pursuant to the Federal Land Policy and Management Act of October 21, 1976 (P.L. 94-579);
3. The right-of-way herein granted shall be subject to the express covenant that it will be modified, adapted, or discontinued if found by the Secretary to be necessary, without liability or expense to the United States, so as not to conflict with the use and occupancy of the land for any authorized works which may be hereafter constructed thereon under the authority of the United States;
4. At least 10 days in advance of beginning construction activities on the public lands, the grantee shall submit a timetable of construction to the appropriate BLM District Manager. (If construction is to begin upon receipt of the permit, the grantee shall immediately contact the District Manager to advise of the immediate construction, and to discuss the timetable of construction).
5. The permittee shall survey and clearly mark the exterior limits of the right-of-way during construction. All activities directly or indirectly associated with construction or maintenance must be conducted within the limits of the right-of-way; removal of vegetation shall be restricted to that absolutely essential to construction or maintenance;
6. The permittee shall immediately report to the Bureau of Land Management authorized Officer any archaeological (prehistoric and historic) or paleontological remains that are encountered during construction or maintenance, and will suspend all work in connection with the right-of-way until final archaeological or paleontological clearance is granted;

7. The permittee shall comply with the applicable Federal and State laws and regulations concerning the use of pesticides (i.e., insecticides, herbicides, fungicides, rodenticides, and other similar substances) in all activities/operations under this permit. The permittee shall obtain from the BLM Authorized Officer approval of a written plan prior to the use of such substances. The plan must provide the type and quantity of material to be used; the pest, insect, fungus, etc. to be controlled; the method of application; the location for storage and disposal of containers; and other information that the BLM Authorized Officer may require. The plan should be submitted no later than December 1 of any calendar year that covers the proposed activities for the next fiscal year (i.e., December 1 deadline for the Federal fiscal year beginning the following October 1). Emergency use of pesticides may at times be necessary; in these instances, notification shall be furnished the BLM Authorized Officer either by telephone or personal visit prior to application of the pesticide. The use of substances on or near the right-of-way shall be in accordance with the approved plan. A pesticide shall not be used if the Secretary of the Interior has prohibited its use. A pesticide shall be used only in accordance with its registered uses and within other limitations if the Secretary has imposed limitations. Pesticides shall not be permanently stored on public lands authorized for use under this permit.
8. The permittee shall, subsequent to construction and prior to commencing operations, submit to the BLM Authorized Officer a Certificate of Construction, verifying that the facility has been constructed and tested in accordance with the terms of the right-of-way grant, and in compliance with any required plans and specifications, and applicable Federal and State laws and regulations.
9. Upon completion of construction, the lands within the right-of-way, but lying outside the area of construction, shall be restored to as near their natural condition as possible, subject to approval by the District Manager;
10. This right-of-way reserves to the Secretary of the Interior, or lawful delegate, the right to grant additional rights-of-way or permits for compatible uses over, under or adjacent to the land involved in this grant;
11. This right-of-way may be renewed. If renewed, the right-of-way will be subject to regulations existing at the time of renewal, and such other terms and conditions deemed necessary to protect the public interest;

12. This permit shall be reviewed at the end of the twentieth year and at regular intervals thereafter.
13. Further terms and conditions:
  - a. This permit is issued subject to the enclosed Civil Rights Stipulations, Forms 1814-2 and 1814-3.
  - b. Grantee will construct a protective barrier along the road built to Arizona Game and Fish Commission specifications.
  - c. All salvageable plants on the Arizona Protected Plant List facing destruction will be preserved and turned over to the Arizona Game and Fish Commission.
  - d. The temporary construction area grant will expire upon completion of the construction phase.

Public land affected by this right-of-way is described as follows:

T. 1 N., R. 1 E., GSR Mer., Arizona  
Section 31, Lots 3, 5



*Acting* District Manager

Enclosures  
f 1814-2  
f 1814-3  
Certificate of Construction

TITLE VI--CIVIL RIGHTS ACT OF 1964  
Form of Assurance for Transfer Documents  
other than Patents

83 065285

(1) The grantee (lessee) covenants and agrees that he will comply with provisions of Title VI of the Civil Rights Act of 1964, and that he will not, for the period during which the property conveyed by this instrument is used for roadway purposes, or for another purpose involving the provision of similar services or benefits, engage in any discriminatory action prohibited by 43 CFR 17.3, to the end that no person in the United States shall, on grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the program for which the grantee received Federal financial assistance by this grant. This assurance shall obligate the grantee, or in the case of transfer of the property granted herein, any transferee, for the period of his grant (lease, etc.).

(2) The grantee (lessee) further agrees that he will not transfer the property conveyed by this instrument for the purposes designated in paragraph one hereof or for another purpose involving the provision of similar services or benefits, unless and until the transferee gives similar written assurance to the authorized officer, Bureau of Land Management, that he will comply with provisions of paragraph one hereof.

(3) The grantee (lessee) agrees that the right is reserved to the Department of the Interior to declare the terms of this grant terminated in whole or in part and to revest in the United States title to the property conveyed herein, in the event of a breach of the nondiscrimination provisions contained in paragraph one hereof at any time (or during the term of this lease, right-of-way, etc.).

(4) The grantee (lessee) agrees that as long as property conveyed hereby is used for the purpose designated in paragraph one hereof, or for another purpose involving the same or similar services or benefits, the obligation to comply with the provisions of Title VI of the Civil Rights Act of 1964 shall constitute a covenant running with the land for the term of this grant, lease etc.

(5) The grantee (lessee) agrees that in the event of violation or failure to comply with the requirements imposed by paragraph one the United States may seek judicial enforcement of such requirements.

(6) The grantee (lessee) agrees that he will, upon request of the Secretary of the Interior or his delegate, post and maintain on the property conveyed by this document signs and posters bearing a legend concerning the applicability of Title VI of the Civil Rights Act of 1964 to the area or facility granted.



83 065285

EQUAL EMPLOYMENT OPPORTUNITY  
& AFFIRMATIVE ACTION PLAN  
STIPULATIONS<sup>1/</sup>

By acceptance of this grant (lease), Grantee (Lessee) agrees to the following terms and conditions:

1. Grantee (Lessee) shall not exclude any person from participating in employment or procurement activity connected with this grant (lease) on the grounds of race, creed, color, national origin, and sex, and to ensure against such exclusions, upon request by this office, Grantee (Lessee) will develop and submit to the proper reviewing official specific goals and timetables with respect to minority and female participation in employment and procurement activity in connection with this grant (lease).

2. Grantee (Lessee) shall post in conspicuous places on its premises which are available to contractors, subcontractors, employees, and other interested individuals, notices which set forth equal opportunity terms; and shall notify interested individuals, such as bidders, contractors, purchasers and labor unions or representatives or workers with whom it has collective bargaining agreements, of the Grantee's (Lessee's) equal opportunity obligations.

3. Affirmative action will be taken by the Grantee (Lessee) to:<sup>2/</sup>

(a) Utilize business enterprises owned and controlled by minorities or women in its procurement practices connected with this grant (lease);

(b) Assure all minorities or women applicants full consideration of all employment opportunities connected with this grant (lease).

<sup>1/</sup> Stipulations inapplicable to companies or entities employing less than 15 people.

<sup>2/</sup> Not applicable to new company or enterprise formed which cannot reasonably be held accountable for past discrimination practices. A new company or enterprise is defined as one formed within one year prior to the date of issuance of subject grant (lease).

83 065285

EQUAL EMPLOYMENT OPPORTUNITY  
& AFFIRMATIVE ACTION PLAN  
STIPULATIONS<sup>1/</sup>

By acceptance of this grant (lease), Grantee (Lessee) agrees to the following terms and conditions:

1. Grantee (Lessee) shall not exclude any person from participating in employment or procurement activity connected with this grant (lease) on the grounds of race, creed, color, national origin, and sex, and to ensure against such exclusions, upon request by this office, Grantee (Lessee) will develop and submit to the proper reviewing official specific goals and timetables with respect to minority and female participation in employment and procurement activity in connection with this grant (lease).

2. Grantee (Lessee) shall post in conspicuous places on its premises which are available to contractors, subcontractors, employees, and other interested individuals, notices which set forth equal opportunity terms; and shall notify interested individuals, such as bidders, contractors, purchasers and labor unions or representatives or workers with whom it has collective bargaining agreements, of the Grantee's (Lessee's) equal opportunity obligations.

3. Affirmative action will be taken by the Grantee (Lessee) to:<sup>2/</sup>

- (a) Utilize business enterprises owned and controlled by minorities or women in its procurement practices connected with this grant (lease);
- (b) Assure all minorities or women applicants full consideration of all employment opportunities connected with this grant (lease).

<sup>1/</sup> Stipulations inapplicable to companies or entities employing less than 15 people.

<sup>2/</sup> Not applicable to new company or enterprise formed which cannot reasonably be held accountable for past discrimination practices. A new company or enterprise is defined as one formed within one year prior to the date of issuance of subject grant (lease).

---

WHEREAS THE RETURN TO:  
Maricopa County Highway Dept.  
Real Estate Division

AVONDALE/COUNTY  
D 16918.000  
PROJECT - 30118  
115TH AVE. @ GILA RIVER  
U-1131-2

**NOTICE TO ANYONE DEALING WITH THIS DOCUMENT**  
This document merely authorizes pursuit of its stated purposes;  
its existence does not constitute a finding by the Land Department  
that those purposes may be pursued profitably.

87 585641

Recorded at Request of  
Board of Supervisors.

MISC RCRD (XX)

Sale No. 628

County of Maricopa

Lease No. 16-91242

STATE LAND DEPARTMENT  
STATE OF ARIZONA  
RIGHT OF WAY  
SOLD WITHOUT PUBLIC AUCTION

RECORDED IN OFFICIAL RECORDS  
OF MARICOPA COUNTY, ARIZONA  
SEP 18 1987 -4 55  
KEITH POLETIS, County Recorder  
FEE NC PGS 5

THIS INDENTURE, made and entered into this 5th day of January, 1987, by and between the STATE OF ARIZONA, hereinafter called the Grantor, and MARICOPA COUNTY, hereinafter called the Grantee.

WITNESSETH, that in accordance with the provisions of Section 37-461, Article 10, Arizona Revised Statutes, the Grantee herein has filed with the State Land Commissioner an application for a right-of-way for the purpose of constructing, operating and maintaining a public roadway, and

WHEREAS, the said map and field notes thereon have been adopted by the Grantee herein as the line of definite location of the aforesaid right-of-way, and which said right-of-way map is herein referred to and made a part hereof as fully as though set out herein, and

WHEREAS, it is understood and agreed by the Grantee herein that, as a condition precedent to the granting of the right-of-way applied for, the land covered by the said right-of-way shall be used for no purpose other than the location, construction and maintenance of said right-of-way over and across the following State lands, to-wit:

STATE OF ARIZONA  
LAND DEPARTMENT

01 14 87  
MO. DAY YR.

MARICOPA COUNTY  
3325 W DURANGO  
PHOENIX AZ 85009

16 91242 00  
KE LEASE NUMBER

COUNTY	LOCATION				DESCRIPTION	ACRES	REGR. FUND	FUND
	SEC	TOWNSHIP	RANGE	SECTION				
07	36	01	0 N	01	0 W	1.31	M51	030 04
07	36	01	0 N	01	0 W	0.00	M51	300 48

LESSEE SIGNATURE: *Frank Rooney*  
Chairman, Board of Supervisors

DATE: FEB 2 1987

TOTAL ACRES: 1.31

COMMISSIONER: *Paul Ryan*

TO HAVE AND TO HOLD the same for so long as it may be used for the purpose designated, and subject to the conditions and reservations elsewhere set forth herein, for which the Grantee agrees to pay the State of Arizona the sum of Four thousand two hundred fifty seven dollars and 50/100 said sum to be paid upon the execution of the within right-of-way contract.

IT IS UNDERSTOOD AND AGREED that in case the necessity for the right-of-way shall no longer exist, or the Grantee should abandon or fail to use the same, then this grant shall become void, and the right to use the land and all the rights granted hereunder shall revert to the State of Arizona, whereupon the Grantee agrees to execute and deliver a complete release of all right, title and interest therein.

This grant is, and shall be binding upon the said Grantee, his successors and assigns.

IT IS FURTHER UNDERSTOOD AND AGREED that this right-of-way conveys no fee to the land described above and no rights to any of the minerals, oil, gas, coal, natural products, etc., in said land and the State of Arizona reserves the right to grant mineral and/or oil and gas leases upon said land.

IT IS FURTHER UNDERSTOOD AND AGREED that the said Grantee shall not fence the said right-of-way, nor exclude from the use of the surface thereof the State of Arizona or its lessees or grantees.

THE SAID GRANTOR further reserves the right to grant to others easements and rights-of-way over and across the lands described.

The Lessee agrees to indemnify, hold and save Lessor harmless against all loss, damage, liability, expense, costs and charges incident to or resulting in any way from any injuries to person or damage to property caused by or resulting from the use, condition or occupation of the land.

In further consideration of the granting of said right-of-way without public auction, the grantee herein, for itself, its successors and assigns does hereby agree to indemnify, save and hold harmless, the State Land Commissioner of the State of Arizona, the Board of Appeals of the State Land Department and the members thereof, the State Land Department of the State of Arizona, its agents, officers, employees, and servants and the State of Arizona against any and all loss, damage, liability, expense, cost or charge incident to or arising at any time and any manner from the determination of the value of said lands.

NOW THEREFORE, in accordance with the provisions of Section 37-461, Arizona Revised Statutes, and agreeable to the conditions heretofore set forth, the Grantee herein is hereby authorized to locate, construct, operate and maintain said right-of-way over and across the State land described herein.

IN WITNESS WHEREOF, the said Grantor has caused these presents to be signed at Phoenix, Arizona, and the Grantee herein has executed and properly signed the same on the date first above written.

STATE OF ARIZONA

*Dale L. Papp*  
For the State Land Commissioner  
MARICOPA COUNTY:

*Fred Kooy*  
Grantee, Chairman, Board of Supervisors

*Cherie Pennington*  
Grantee

2

D 16918

87 585641

**ADDITIONAL TERMS & CONDITIONS**

Attached and made a part of this Right of Way:

1. With regard to the location, construction and maintenance of the authorized project:
  - (a) Grantee shall ensure full compliance with the terms and conditions of this grant by its agents, employees and contractors (including sub-contractors of any tier), and the employees of each of them.
  - (b) Unless clearly inapplicable, the requirements and prohibitions imposed upon Grantee by these terms and conditions are also imposed upon Grantee's agents, employees, contractors, and sub-contractors, and the employees of each of them.
  - (c) Failure or refusal of Grantee's agents, employees, contractors, sub-contractors, or their employees to comply with these terms and conditions shall be deemed to be the failure or refusal of Grantee.
  - (d) Grantee shall require its agents, contractors or sub-contractors to include these terms and conditions in all contracts and sub-contracts which are entered into by any of them, together with a provision that the other contracting party, together with its agents, employees, contractors and sub-contractors, and the employees of each of them, shall likewise be bound to comply with these terms and conditions.
2. All access roads over State land outside the right of way must be applied for and authorized in accordance with applicable regulations.
3. No material may be removed by Grantee or its contractors without the written approval of the Commissioner.
4. Grantee shall promptly notify the Commissioner of the amount of flora, if any, which will be cut, removed, or destroyed in the construction and maintenance of the project and shall pay the State Land Department such sum of money as the Commissioner may determine to be the full value of the flora to be so cut, removed or destroyed. Grantee shall notify the State Land Department and the Commission of Agriculture and Horticulture 30 days prior to any destruction or removal of native plants to allow salvage of those plants where possible.
5. Grantee shall conduct all construction and maintenance activities in a manner that will minimize disturbance to all land values including, but not limited to vegetation, drainage channels, and streambanks. Construction methods shall be designed to prevent degradation of soil conditions in areas where such degradation would result in detrimental erosion or subsidence. Grantee shall take such other soil and resource conservation and protection measures on the land under grant or permit as determined necessary by the State Land Department.
6. The Grantee shall be required, upon completion of right of way construction, to make such rehabilitation measures on the State lands, including, but not limited to, restoration of the surface, revegetation, and fencing as determined necessary by the State Land Department.
7. Upon revocation or termination of the Right-of-Way or authorized project, the Grantee shall remove all equipment or facilities and, so far as is reasonably possible, restore and/or rehabilitate the land to its original condition, to the satisfaction of the Commissioner.
8. Costs incurred by the Grantee in complying with restoration and rehabilitation requirements as determined by the State Land Department on State Trust lands shall be borne by the Grantee.

D16918

ADDITIONAL LEASE CONDITIONS

87 585641

Notice of State authority to cancel this contract:

- A. The State may cancel any contract, without penalty or further obligation, made after September 4, 1978 by the State or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the State or any of its departments or agencies is, at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.
- B. The cancellation shall be effective when written notice from the Governor is received by all other parties to the contract unless the notice specifies a later time.

Native Plant Law:

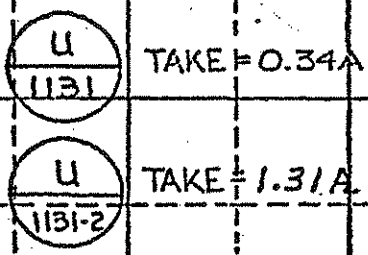
If the removal of plants protected under the Arizona native plant law is necessary to enjoy the privilege of this document, the permittee hereunder must previously acquire the written permission of the Arizona State Land Department and Arizona Commission of Agriculture and Horticulture to remove those plants.

D 16918  
 SEC 36 TWP 11  
 RGE 1  
 5

87 585641

**AMENDED APPLICATION**

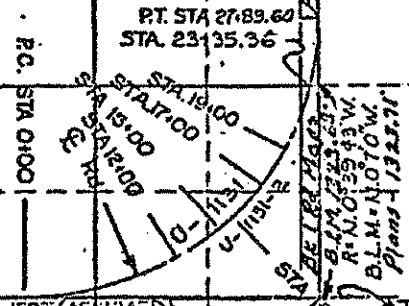
NOTE: C. Rd. is a 110' WIDE R/W LYING 55 FEET ON EACH SIDE OF THE C. (D&A 4733, A 751 M.D.P.)  
 NOTE: ADDITIONAL R/W TAPERS FROM 95 FEET RIGHT AT STA. 12+00 TO 55 FEET RIGHT AT STA. 19+00.  
 NOTE: A 95' DRAINAGE EASEMENT LIES FROM 55 FEET RIGHT TO 150 FEET RIGHT BEGINNING AT STA. 15+50 AND ENDING AT THE SEC LINE FOR THIS APPLICATION.



**CURVE DATA**

R = 1762.55'  
 L = 2789.60'  
 D = 3° 15' 00"  
 T = 1783.44'  
 Δ = 90° 39' 43"

N. LINE (S. & S-W) 1/4 SEC.



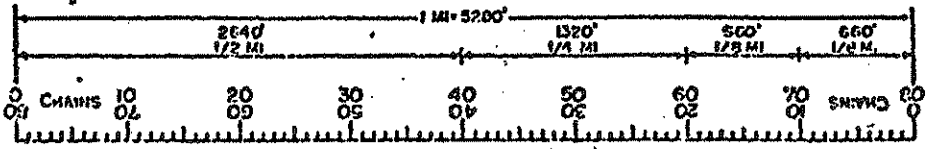
TIN, R/W.  
 35 36  
 2 1

BASELINE ALIGNMENT R = WEST (ASSUMED)  
 B.L.M. = N. 09° 32' W.

115th AVE.  
 (PRIME MERIDIAN)

NOTE: FOR ADDITIONAL DATA SEE REFERENCE SHEET IN FILE.

1-ROD = 16 1/2 FEET  
 1-CHAIN = 66 FEET  
 1-ACRE = 43560 SQ. FT.



1 MILE =  
 5280 FEET  
 80 CHAINS  
 320 RODS  
 1760 YARDS  
 1609.3 METERS

Feet 1000 2000 3000 4000 5000 6000 7000 8000

NOTICE TO ANYONE DEALING WITH THIS DOCUMENT  
 This document merely authorizes pursuit of its stated purposes; its existence does not constitute a finding by the Land Department that those purposes may be pursued profitably.

D16918.001  
~~83 161924~~  
**83 161924**

Sale No. R/W 218

Lease No. 16-83812

County of Maricopa

WHEN RECORDED RETURN TO:  
 Maricopa County Highway Dept.  
 Real Estate Division

STATE LAND DEPARTMENT  
 STATE OF ARIZONA

Project #30118 - 115th Avenue  
 at Gila River  
 Item #U-1131

RIGHT OF WAY  
 SOLD AT PUBLIC AUCTION

500-69- **EASEMENT (ES)**

THIS INDENTURE, made and entered into this 13th day of October, 1982, by, and between the STATE OF ARIZONA, hereinafter called the Grantor, and MARICOPA COUNTY, hereinafter called the Grantee.

WITNESSETH, that in accordance with the provisions of Section 37-461, Article 9, Arizona Revised Statutes, the Grantee herein has filed with the State Land Commissioner an application for a right-of-way for the purpose of constructing, operating and maintaining and widening an existing roadway and installing public utilities

WHEREAS, the said map and field notes thereon have been adopted by the Grantee herein as the line of definite location of the aforesaid right-of-way, and which said right-of-way map is herein referred to and made a part hereof as fully as though set out herein; and

WHEREAS, it is understood and agreed by the Grantee herein that, as a condition precedent to the granting of the right-of-way applied for, the land covered by the said right-of-way shall be used for no purpose other than the location, construction and maintenance of said right-of-way over and across the following State lands, to-wit:

STATE OF ARIZONA  
 LAND DEPARTMENT

02 08 83  
 MO. DAY YR.

MARICOPA COUNTY  
 3325 W DURANGO ST  
 PHOENIX AZ 85009

16 83812 00  
 KE LEASE NUMBER

TOWNSHIP	LOCATION			DESCRIPTION	ACRES	BEGINNING C.C.	FUND
	SEC	TOWNSHIP	RANGE				
	07	35	01.0 N 01.0 W	M&B THRU SESE	0.34	M38	030 04
PLEASE NOTE SPECIAL CONDITIONS UNDER LAND DESCRIPTION.							
<div style="border: 2px solid black; padding: 5px; width: fit-content; margin: auto;">           RECORDED IN OFFICIAL RECORDS            OF MARICOPA COUNTY, ARIZONA             APR 29 '83-4 55             BILL HENRY, COUNTY RECORDER            FEE <b>N-C</b> PGS <b>6</b> </div>							
LESSOR SIGNATURE:				DATE:			
<i>[Signature]</i>				3-20-83			
						TOTAL ACRES	



TO HAVE AND TO HOLD the same for so long as it may be used for the purpose designated, and subject to the conditions and reservations elsewhere set forth herein, for which the Grantee agrees to pay to the State of Arizona the sum of One thousand, twenty dollars and no cents (\$1,020.00) said sum to be paid upon the execution of the within right-of-way contract.

IT IS UNDERSTOOD AND AGREED that in case the necessity for the right-of-way shall no longer exist, or the Grantee should abandon or fail to use the same, then this grant shall become void, and the right to use the land and all the rights granted hereunder shall revert to the State of Arizona, whereupon the Grantee agrees to execute and deliver a complete release of all right, title and interest therein.

This grant is, and shall be binding upon the said Grantee, his successors and assigns.

IT IS FURTHER UNDERSTOOD AND AGREED that this right-of-way conveys no fee to the land described above and no rights to any of the minerals, oil, gas, coal, natural products, etc., in said land and the State of Arizona reserves the right to grant mineral and/or oil and gas leases upon said land.

IT IS FURTHER UNDERSTOOD AND AGREED that the said Grantee shall not fence the said right-of-way, nor exclude from the use of the surface thereof the State of Arizona or its lessees or grantees, or the general public the right of ingress and egress over the roadway.

THE SAID GRANTOR further reserves the right to grant to others easements and rights-of-way over and across the lands described.

NOW THEREFORE, in accordance with the provisions of Section 37-461, Arizona Revised Statutes, and agreeable to the conditions heretofore set forth, the Grantee herein is hereby authorized to locate, construct, operate and maintain said right-of-way over and across the State land described herein.

The Lessee agrees to indemnify, hold and save Lessor harmless against all loss, damage, liability, expense, costs and charges incident to or resulting in any way from any injuries to person or damage to property caused by or resulting from the use, condition or occupation of the land.

IN WITNESS WHEREOF, the said Grantor has caused these presents to be signed at Phoenix, Arizona, and the Grantee herein has executed and properly signed the same on the date first above written.

STATE OF ARIZONA

*Betty J. Daniels*  
State Land Commissioner

Deputy State Land Commissioner

*Stanley Robinson*  
Grantee

19 APR 21 AM 11:19

RECORDED  
DATE RECEIVED  
MARICOPA COUNTY

D 16918  
SPECIAL CONDITIONS: Attached to and made a part of this Right of Way.

83 161924 8

1. With regard to the location, construction and maintenance of the authorized project:
  - (a) Grantee shall ensure full compliance with the terms and conditions of this grant by its agents, employees and contractors (including sub-contractors of any tier), and the employees of each of them.
  - (b) Unless clearly inapplicable, the requirements and prohibitions imposed upon Grantee by these terms and conditions are also imposed upon Grantee's agents, employees, contractors, and sub-contractors, and the employees of each of them.
  - (c) Failure or refusal of Grantee's agents, employees, contractors, sub-contractors, or their employees to comply with these terms and conditions shall be deemed to be the failure or refusal of Grantee.
  - (d) Grantee shall require its agents, contractors or sub-contractors to include these terms and conditions in all contracts and sub-contracts which are entered into by any of them, together with a provision that the other contracting party, together with its agents, employees, contractors and sub-contractors, and the employees of each of them, shall likewise be bound to comply with these terms and conditions.
2. All access roads over State land outside the Right-of-Way must be applied for and authorized in accordance with applicable regulations.
3. No material may be removed by Grantee or its contractors without the written approval of the Commissioner.
4. Grantee shall promptly notify the Commissioner of the amount of flora, if any, which will be cut, removed, or destroyed in the construction and maintenance of the project and shall pay the State Land Department such sum of money as the Commissioner may determine to be the full value of the flora to be so cut, removed or destroyed. Grantee shall notify the State Land Department and the Commission of Agriculture and Horticulture 30 days prior to any destruction or removal of native plants to allow salvage of those plants where possible.
5. Grantee shall conduct all construction and maintenance activities in a manner that will minimize disturbance to all land values including, but not limited to, vegetation, drainage channels, and streambanks. Construction methods shall be designed to prevent degradation of soil conditions in areas where such degradation would result in detrimental erosion or subsidence. Grantee shall take such other soil and resource conservation and protection measures on the land under grant or permit as determined necessary by the State Land Department.
6. The Grantee shall be required, upon completion of Right-of-Way construction, to make such rehabilitation measures on the State lands, including, but not limited to, restoration of the surface, revegetation, and fencing as determined necessary by the State Land Department.
7. Upon revocation or termination of the Right-of-Way or authorized project, the Grantee shall remove all equipment or facilities and, so far as is reasonably possible, restore and/or rehabilitate the land to its original condition, to the satisfaction of the Commissioner.
8. Costs incurred by the Grantee in complying with restoration and rehabilitation requirements as determined by the State Land Department on State Trust lands shall be borne by the Grantee.

EXHIBIT A

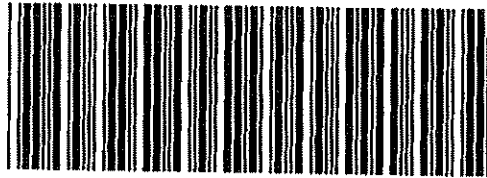
That part of the Southeast one-quarter of the Southeast one-quarter (SE $\frac{1}{4}$  of SE $\frac{1}{4}$ ) of Section Thirty-six (36), Township One (1) North, Range One (1) West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona described as having for its Southeasterly line the Northwesterly line of the right-of-way described in Docket 4732 on Page 74, M.C.R. as being that part of said Southeast one-quarter of the Southeast one-quarter (SE $\frac{1}{4}$  of SE $\frac{1}{4}$ ) of Section 36 lying within a strip of land 110.0 feet in width being Fifty-five (55) feet on each side of the following described center line; beginning at the Southwest corner of said Section 36; thence East along the South line of Section 36 for a distance of 3468.57 feet to the point of curve of a 3°15' curve concave Northwesterly, having a central angle of 90°39'43"; thence Northeasterly along the arc of said curve 2789.6 feet to the intersection of the East line of Section 36 at a point North 0°39'43" West 1783.43 feet from the Southeast corner of said Section 36;

M.C.R.D.
Prepared
<i>M.A.C.</i>
Checked
<i>J.R.B.</i>
Approved
<i>J.R.B.</i>

EXCEPT that part as covered in Book 2 of Road Maps, Page 14, M.C.R.

With its Northwesterly line beginning at the Northwesterly prolongation (measured radially) of Engineer's Highway Station 12+00 and lying Southeasterly of a line extended in a straight line from a point 90 feet left of said Station 12+00 to a point 80 feet left of Engineer's Highway Station 15+00; thence in a straight line to a point 65 feet left of Engineer's Highway Station 17+00; thence in a straight line to a point 55 feet left of Engineer's Highway Station 19+00 and the terminus of the herein described permanent right-of-way.

For the purpose of this description the P.C. of the herein described curve is on the South line of said Section 36 and is also Engineer's Highway Station 0+00.



WHEN RECORDED RETURN TO:  
Maricopa County Department of Transportation  
Right-of-Way Division  
GRAND CANYON TITLE AGENCY, INC.

OFFICIAL RECORDS OF  
MARICOPA COUNTY RECORDER  
HELEN PURCELL  
97-0208946 03/31/97 04:40  
CATHY 21 OF 221

## TEMPORARY CONSTRUCTION EASEMENT AND AGREEMENT FOR HIGHWAY PURPOSES

Parcel No.: 500-69-002V  
Project No.: 68832- 116th Avenue Bridge  
at the Gila River  
Item No.: Z3-0054-1 (TC)

*Handwritten signature and number: MJ 2702311*

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, MANUEL MORALES, a single man, GRANTOR, for and in consideration of the sum of One Dollar and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant and convey to MARICOPA COUNTY, a political subdivision of the State of Arizona, its successors, and assigns, a Temporary Easement on, over, under and across the ground embraced within a parcel of land situated in the County of Maricopa, State of Arizona, and described as follows:

### SEE EXHIBIT "A" FOR LEGAL DESCRIPTION

That said Temporary Easement is granted for use of the above described property during the construction of the improvement of a public highway.

That the undersigned shall not incur any expense as a result of the use of the above described property by Maricopa County, and that the property shall be used during the period of construction of: Project Number 68832 - 116th Avenue Bridge at the Gila River.

(See Reverse Side For Agreement and Signatures)

NOW THEREFORE, in consideration of the same and further consideration hereinafter set forth, it is agreed, that this instrument contains the entire agreement between the parties hereto and there being no further consideration paid than herein specified.

**THE COUNTY OF MARICOPA AGREES:**

- A. To use the property described herein for the general welfare and benefit of the public.
- B. That, if in the opinion of the Transportation Director it becomes necessary, fences and private structures will be relocated in kind to the Grantor's property, clear of the above described right of way, at no expense to the Grantor except as may be herein otherwise agreed.
- C. To perform all of the road construction for Maricopa County Project No. 68832 - 116th Avenue Bridge at the Gila River.

**THE GRANTOR AGREES:**

- 1. To grant a temporary construction easement for the property described herein to the County of Maricopa and/or its agents for the general welfare and benefit of the public.
- 2. That the County, or its agents, are hereby granted the right to enter upon the remaining property of the Grantor for the purpose of accomplishing "B" and "C" above.
- 3. That, upon the Grantor's signing of this easement, the County shall have immediate use of the property described herein.

Dated this 17<sup>th</sup> day of January, 1997.

Manuel Morales  
Grantor Manuel Morales

STATE OF ARIZONA       )  
  )ss.  
COUNTY OF MARICOPA   )

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of January, 1997 by **MANUEL MORALES**, a single man.

My Commission Expires 5-8-00

Heather M. Clarke  
Notary Public (signature)

Recommended for approval Tony Chavez  
Right-of-Way Agent



ACCEPTED:  
MARICOPA COUNTY BOARD OF SUPERVISORS

By Betsy Bayless  
Vice Chairman of the Board

[Signature]  
Real Estate Administrator

Date FEB 12 1997

ATTEST:  
[Signature]  
Clerk of the Board of Supervisors

Parcel No.: 500-69-002V  
Project No. 68832 - 116th Avenue Bridge  
at the Gila River  
Item No.: Z3-0054-1

**EXHIBIT "A"**

**MANUEL MORALES, a single man**

The South 2.000 meters (6.56 feet) of the West 4.000 meters (13.12 feet) of the East 20.764 meters (68.12 feet) of the following described parcel of land;

BEGINNING at the Northeast corner of Section Thirty-six (36), Township One (1) North, Range One (1) West, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona; THENCE South 249.326 meters (818 feet) along the East line of Section Thirty-six (36) of the True Point of Beginning; THENCE West 210.312 meters (690 feet); THENCE South 48.158 meters (158 feet); THENCE East 210.312 meters (690 feet); THENCE North 48.158 meters (158 feet) to the True Point of Beginning.

NOTE: (1 meter = 3.2808 feet)



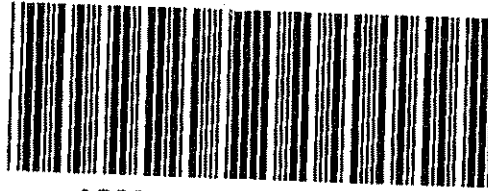
GRANTOR TM DATE 11/17/97  
EXHIBIT "A"  
Page 1 of 1

**PLEASE HOLD FOR PICK-UP**

When recorded mail to:

**MARICOPA COUNTY ATTORNEY**  
Division of County Counsel  
BY: JEAN RICE  
Deputy County Attorney  
Security Center Building  
222 North Central Avenue, Suite 1100  
Phoenix, Arizona 85004  
(602) 506-8541

Attorney for Plaintiff Maricopa County



OFFICIAL RECORDS OF  
MARICOPA COUNTY RECORDER  
HELEN PURCELL

97-0573359 08/21/97 03:44

HARYANK 2 OF 3

**CAPTION HEADING:** Maricopa County v. Randy D. Harper, et al.  
Superior Court No. CV 97-11420

**DO NOT REMOVE**

**This is part of the official document.**

THIS COPY FOR CERTIFICATION ONLY

MARICOPA COUNTY ATTORNEY  
DIVISION OF COUNTY COUNSEL

BY: JAMES R. MINTER  
DEPUTY COUNTY ATTORNEY  
State Bar No. 003823

JEAN RICE  
DEPUTY COUNTY ATTORNEY  
State Bar No. 004434

FILED  
8-8-97 11:15 AM  
JUDITH ALLEN, Clerk  
By *J. Chapman*  
Deputy

Security Center Building  
222 North Central Avenue, Suite 1100  
Phoenix, Arizona 85004  
Telephone: (602) 506-8541

Attorney for Plaintiff Maricopa County

CERTIFIED COPY

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

IN AND FOR THE COUNTY OF MARICOPA

MARICOPA COUNTY, a political  
subdivision,

Plaintiff,

vs.

RANDY D. HARPER and JANE DOE  
HARPER, his wife; unknown heirs and  
devises of any of the above-named  
Defendants; and unknown owners,

Defendants.

NO. CV 97-11420

JUDGMENT IN CONDEMNATION

(Assigned to the Honorable  
Donald F. Daughton, Div. 71)

Pursuant to stipulation, and good cause appearing therefor,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

1. That Plaintiff, Maricopa County, have judgment against Defendants Randy D. Harper and Terri Harper, his wife, (hereafter referred to as "Defendants"), condemning in fee simple for highway purposes all of Defendants' right, title and interest in and to the real property described in Exhibit "C" attached hereto and incorporated herein;

...

...

OFFICE OF THE MARICOPA COUNTY ATTORNEY  
DIVISION OF COUNTY COUNSEL  
222 NORTH CENTRAL, SUITE 1100  
PHOENIX, ARIZONA 85004  
(602) 506-8541 (602) 506-8567 (FAX)



1 2. That Defendants have judgment against Plaintiff Maricopa County in the sum of THREE  
2 HUNDRED FORTY THOUSAND and No/Dollars (\$340,000.00) as payment for same, which sum shall  
3 be paid by Plaintiff Maricopa County to Randy D. Harper;

4 3. That upon the Court's entry of this Judgment, Plaintiff Maricopa County shall have right  
5 of entry and immediate possession of the real property described in Exhibit "C" attached hereto;

6 5. That each party shall bear its own costs and fees;

7 6. That when Defendants have received the sums specified above, that Defendants shall  
8 immediately execute and file a Satisfaction of Judgment and the Court shall enter its Final Order of  
9 Condemnation vesting in Plaintiff, Maricopa County, the interests set forth above to the real property  
10 described in Exhibit "C."

11 DONE IN OPEN COURT this 4<sup>TH</sup> day of August, 1997.

12   
13 THE HONORABLE DONALD F. DAUGHTON  
14 Judge of the Superior Court

15 ORIGINAL filed and COPY of the  
16 foregoing hand-delivered this 1<sup>st</sup>  
day of August, 1997, to:

17 The Honorable Donald F. Daughton  
18 Judge of the Superior Court  
19 Old Courthouse  
125 West Washington, #209  
Phoenix, Arizona 85003

20 COPY mailed to:

21 David R. Baker, Esq.  
22 6902 East First Street, Suite 200  
23 Scottsdale, Arizona 85251  
24 Attorney for Defendants Harper



25 S:\COUNSEL\CIVIL\RICEM\DOT\CONFILES\HARPER\PLEAD\JUDGMENT.WPD  
26  
27  
28

OFFICE OF THE MARICOPA COUNTY ATTORNEY  
DIVISION OF COUNTY COUNSEL  
222 NORTH CENTRAL, SUITE 1100  
PHOENIX, ARIZONA 85004  
(602) 506-8541 (602) 506-8567 (FAX)

EXHIBIT

PROJECT NUMBER 68832  
116TH AVENUE BRIDGE AT THE GILA RIVER

ASSESSOR NUMBER 500-69-001D  
ITEM NUMBER Z3-0070 (TC)

LEGAL DESCRIPTION

RANDY D. HARPER

A 25.439 acre tract of land lying within the North one-half of the Southeast one-quarter (N1/2 of SE1/4) of Section Thirty-six (36), Township One (1) North, Range One (1) West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona; said tract also shown on document executed between the State of Arizona, acting by and through it's Arizona Game and Fish Commission and Randy D. Harper and his heirs, dated July 8, 1988, said tract also being described as follows:

BEGINNING at the East one-quarter (E1/4) corner of said Section Thirty-six (36); THENCE South along the East line of said Section Thirty-six (36), 431.58 feet to the TRUE POINT OF BEGINNING; THENCE South 00°00'07" East, along the East line of Section Thirty-six (36), 279.50 feet to a point; THENCE North 89°35'04" West, 229.50 feet to a point; THENCE North 00°00'07" West, 229.50 feet to a point; THENCE North 89°35'04" West, 1242.20 feet to a point; THENCE Southerly and parallel, to the West line of the Northeast one-quarter of the Southeast one-quarter (NE1/4 of SE1/4), 842.62 feet to a point on the South line of the North one-half of the Southeast one-quarter (N1/2 of SE1/4); THENCE Westerly, 1100.00 feet to the Southwest corner of said North one-half of the Southeast one-quarter (N1/2 of SE1/4); THENCE Northerly along the West line of the North one-half of the Southeast one-quarter, 892.62 feet to a point; THENCE South 89°35'04" East, 2571.70 feet to the TRUE POINT OF BEGINNING.



The foregoing instrument is a full, true and correct copy of the original on file in this office.

AUG 20 1997

Attest \_\_\_\_\_ 19\_\_\_\_  
JUDITH ALLEN, Clerk of the Superior Court of the State of Arizona, in and for the county of Maricopa.

TOTAL AREA  
25.439 acres

By \_\_\_\_\_ Deputy

Page 1 of 1

EXHIBIT C

Case # CV 97-11420 Maricopa County v. Randy D. Harper, et al.

3 No. Court Personnel Use (to be completed by Deputy Clerk)
4 Date Judgment Signed
5 File Date Time
6 Clerk's Initials

JUDGMENT INFORMATION FORM
(Attachment to Judgment)

Pursuant to Maricopa County Local Rule 3.7(b), the following information will be used by the Clerk in meeting obligations for the provision of the Judgment Docket.

1 Judgment Debtor(s) Maricopa County c/o Debtor's Atty, 222 N. Central Ave., #1100, Phoenix, AZ 85004
2 Judgment Creditor(s) Randy D. Harper, et al., c/o Creditors' Atty, 6902 E. 1st St., David R. Baker #200, Scottsdale, AZ 85251
3 Attorney for Creditor(s)
4 Total Judgment Amount \$340,000.00
5 Bar # Phone
6 Bar # Phone
7 Bar # Phone
8 Bar # Phone

9 Are there any non-adjudicated claims outstanding? Yes No X

10 OR [Signature] Attorney for Creditor

X0012125HXK&PC4100KX

# Instructions for completing the Judgment Information Form

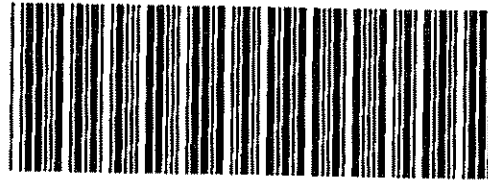
Type or print clearly using black ink

1. a) Page \_\_\_\_\_ b) of \_\_\_\_\_
  - a) The number of the page being prepared
  - b) The total number of pages being prepared
2. Case Number  
The Court Case Number appearing on the caption of the Judgment
3. For Court Personnel Use  
Numbers 4, 5 and 6 to be completed by the Deputy Clerk after reviewing the Judgment Information Form
4. Date Judgment Signed  
The date the Judgment was signed by the Court
5. File Date \_\_\_\_\_ Time \_\_\_\_\_  
The date and time the Judgment was filed in
6. Clerk's Initials  
The initials of the Deputy Clerk reviewing the Judgment Information Form
7. Judgment Debtor(s)  
List the name(s) of the party(ies), as it (they) appear(s) on the Judgment, who owe(s) the money to the creditor
8. Judgment Creditor(s)  
List the name(s) of the party(ies), as it (they) appear(s) on the Judgment, to whom the money is owed
9. Attorney for Creditor  
List the information for the attorney who represents the creditor
  - a) The name of the attorney
  - b) The Bar Number of the attorney
  - c) The phone number of the attorney
10. Total Judgment Amount  
The total amount of the adjudicated debt (money amounts only)
11. Are there non-adjudicated claims outstanding? Yes \_\_\_\_\_ No \_\_\_\_\_  
Place an "X" on the appropriate line
  - a) If there are claims for judgment amounts that remain to be addressed by the Court, check Yes
  - b) If all claims for judgment amounts have been adjudicated by the Court, check No
12. Judgment Creditor/Attorney for Creditor  
The signature of the party completing the Judgment Information Form (only one signature is required)
  - a) The pro per who is awarded the judgment amount OR
  - b) The attorney representing the party who is awarded the judgment amount

**PLEASE HOLD FOR PICK-UP**

When recorded mail to:  
MARICOPA COUNTY ATTORNEY  
Division of County Counsel  
BY: JEAN RICE  
Deputy County Attorney  
Security Center Building  
222 North Central Avenue, Suite 1100  
Phoenix, Arizona 85004-2208  
(602) 506-8541

Attorney for Plaintiff Maricopa County



OFFICIAL RECORDS OF  
MARICOPA COUNTY RECORDER  
HELEN PURCELL

98-0724652 08/18/98 03:22

This

ANN 1 OF 1

**CAPTION HEADING:** Maricopa County v. Silverio Reyes, et al.  
Superior Court No. CV 97-11848

**DO NOT REMOVE**

**This is part of the official document.**

CERTIFIED COPY

1 RICHARD M. ROMLEY  
2 MARICOPA COUNTY ATTORNEY

COPY FOR  
CERTIFICATION

3 BY: JEAN RICE  
4 Deputy County Attorney  
5 State Bar No. 004434

6 DIVISION OF COUNTY COUNSEL  
7 Security Center Building  
8 222 North Central Avenue, Suite 1100  
9 Phoenix, Arizona 85004-2208  
10 Telephone: (602) 506-8541

11 Attorney for Plaintiff Maricopa County

FILED  
8-11-98  
MICHAEL K. JEANES, Clerk  
By: C. J. Miller  
Deputy

12 IN THE SUPERIOR COURT OF THE STATE OF ARIZONA  
13 IN AND FOR THE COUNTY OF MARICOPA

14 MARICOPA COUNTY, a political  
15 subdivision,  
16 Plaintiff,

NO. CV 97-11848

FINAL ORDER OF  
CONDEMNATION

17 vs.

[Honorable Jeffrey S. Cates,  
Division 2]

18 SILVERIO REYES, an unmarried man;  
19 DANA K. JONES, Personal  
20 Representative for GEORGE E. RILEY,  
21 deceased; ARIZONA DEPARTMENT OF  
22 REVENUE; STATE OF ARIZONA, ex rel.;  
23 THE DEPARTMENT OF ECONOMIC  
24 SECURITY (DOMETILA PEREZ);  
25 unknown heirs and devisees of any of the  
26 above-named Defendants; and unknown  
27 owners,

28 Defendants.

OFFICE OF THE MARICOPA COUNTY ATTORNEY  
DIVISION OF COUNTY COUNSEL  
222 NORTH CENTRAL, SUITE 1100  
PHOENIX, ARIZONA 85004-2208  
(602) 506-8541 (602) 506-8567 (FAX)

29 In this cause, a Judgment in Condemnation was entered on the 20th day of May, 1998,  
30 and it has been shown to the Court that all the terms and conditions of said Judgment have  
31 been fully satisfied, therefore,

32 IT IS HEREBY ORDERED that Plaintiff Maricopa County have a Final Order of  
33 Condemnation in connection with the Judgment in Condemnation entered herein, and that fee  
34 simple title to the real property described in said Judgment, as set forth on Exhibit "C,"  
35 attached hereto and incorporated herein, be and hereby is vested in Maricopa County for

1 highway purposes, free and clear of any and all estates, rights, claims, liens and  
2 encumbrances, upon the recording of a copy of this Final Order of Condemnation with the  
3 County Recorder of Maricopa County.

4 DONE IN OPEN COURT this 10<sup>th</sup> day of August, 1998.

5  
6   
7 JEFFREY S. CATES  
8 Judge of the Superior Court

8 ORIGINAL of the foregoing lodged and  
9 hand-delivered this 22<sup>nd</sup> day of  
10 May, 1998, with:

11 Riley  
12 The Honorable Jeffrey S. Cates  
13 Judge of the Superior Court  
14 Old Courthouse  
15 125 West Washington, #101  
16 Phoenix, Arizona 85003

17 and COPY of the foregoing mailed  
18 this 22<sup>nd</sup> day of May, 1998,  
19 1998, to: Riley

20 Silverio Reyes  
21 3512 West McDowell Road  
22 Phoenix, Arizona 85038  
23 Defendant Pro Per

24 Dana K. Jones  
25 Personal Representative for  
26 George E. Riley, Deceased  
27 141 La Cienega Avenue  
28 Goodyear, Arizona 85338  
29 Defendant Pro Per

30   
31 \_\_\_\_\_  
32 CON 87-045

33 S:\COUNSEL\CIVIL\RICE\MCDOT\CONFILES\REYES\PLEAD\FINORD.WPD

OFFICE OF THE MARICOPA COUNTY ATTORNEY  
DIVISION OF COUNTY COUNSEL  
222 NORTH CENTRAL, SUITE 1100  
PHOENIX, ARIZONA 85004-2208  
(602) 506-8541 (602) 506-8567 (FAX)

Z3-0040  
101-44-005W  
W.O.68832

116 TH AVENUE BRIDGE AT THE GILL RIVER  
Silverio Reyes, an unmarried man

The West 6.706 meters (22.00 feet) of the following described parcel of land:

That portion of the South half of the North half of the South half of G.L.O. Lot 1, Section 31, Township 1 North, Range 1 East of the Gill and Salt River Base and Meridian Maricopa County, Arizona, described as follows:

COMMENCING at the Northwest corner of said Section 31; thence South 00 degrees 00 minutes 02 seconds East, a distance of 255.276 meters (837.52 feet) along the West line of said Lot 1 to the POINT OF BEGINNING; thence North 89 degrees 14 minutes 00 seconds East, a distance of 399.331 meters (1310.14 feet); thence South 00 degrees 05 minutes 51 seconds East, a distance of 45.979 meters (150.85 feet); thence South 89 degrees 21 minutes 06 seconds West, a distance of 399.398 meters (1310.36 feet); thence North 00 degrees 00 minutes 02 seconds West, a distance of 45.156 meters (148.15 feet) along the West line of said Lot 1 to the POINT OF BEGINNING;

EXCEPT the West 10.058 meters (33.00 feet) thereof for road.

(NOTE: 1 meter = 3.2808 feet)

The foregoing instrument is a full, true and correct copy of the original on file in this office

AUG 17 1998

Attest  
MICHAEL K. JEANES Clerk of the Superior Court of the State of Arizona, in and for the County of Maricopa.

By  Deputy

EXHIBIT C

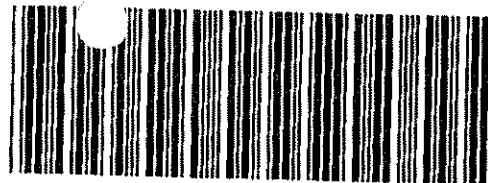


**PLEASE HOLD FOR PICK-UP**

When recorded mail to:

**MARICOPA COUNTY ATTORNEY**  
Division of County Counsel  
BY: JEAN RICE  
Deputy County Attorney  
Security Center Building  
222 North Central Avenue, Suite 1100  
Phoenix, Arizona 85004-2208  
(602) 506-8541

Attorney for Plaintiff Maricopa County



OFFICIAL RECORDS OF  
MARICOPA COUNTY RECORDER  
HELEN PURCELL

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ANN

1 OF 1

**CAPTION HEADING:** Maricopa County v. Kendall J. Britt, et al.  
Superior Court No. CV 97-11849

**DO NOT REMOVE**

**This is part of the official document.**

THIS COPY FOR  
CERTIFICATION ONLY

FILED  
JUN 25 1998 9:04am  
MICHAEL K. JEANES, Clerk  
By T. Elbert  
Deputy

1 RICHARD M. ROMLEY  
2 MARICOPA COUNTY ATTORNEY

3 BY: JEAN RICE  
4 Deputy County Attorney  
5 State Bar No. 004434

6 DIVISION OF COUNTY COUNSEL  
7 Security Center Building  
8 222 North Central Avenue, Suite 1100  
9 Phoenix, Arizona 85004-2208  
10 Telephone: (602) 506-8541

CERTIFIED COPY

11 Attorney for Plaintiff Maricopa County

12 IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

13 IN AND FOR THE COUNTY OF MARICOPA

14 MARICOPA COUNTY, a political  
15 subdivision,  
16  
17 Plaintiff,

NO. CV 97-11849

FINAL ORDER OF  
CONDEMNATION

18 vs.

[Honorable John Foreman,  
Division 21]

19 KENDALL J. BRITT and ELIZABETH P.)  
20 BRITT, husband and wife; PHH US  
21 MORTGAGE CORPORATION, a New  
22 Jersey Corporation; ARIZONA  
23 DEPARTMENT OF REVENUE; UNITED  
24 STATES DEPARTMENT OF TREASURY,  
25 INTERNAL REVENUE SERVICE;  
26 CHARLES A. JEFFRIES and SANDRA M.)  
27 JEFFRIES, husband and wife; ROBERT  
28 TROY MOBLY and UNKNOWN SPOUSE  
OF ROBERT TROY MOBLY; SUSAN  
EDWINA MOBLY and UNKNOWN  
SPOUSE OF SUSAN EDWINA MOBLY;  
PATRICIA ANN JEFFRIES-GRANT and  
UNKNOWN SPOUSE OF PATRICIA ANN  
JEFFRIES-GRANT; unknown heirs and  
devises of any of the above-named  
Defendants; and unknown owners,

Defendants.

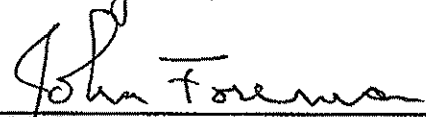
OFFICE OF THE MARICOPA COUNTY ATTORNEY  
DIVISION OF COUNTY COUNSEL  
222 NORTH CENTRAL, SUITE 1100  
PHOENIX, ARIZONA 85004-2208  
(602) 506-8541 (602) 506-8567 (FAX)

26 In this cause, a Judgment in Condemnation was entered on the 16th day of April 1998,  
27 and it has been shown to the Court that all the terms and conditions of said Judgment have  
28 been fully satisfied, therefore,

THIS COPY FOR  
CERTIFICATION ONLY

1 IT IS HEREBY ORDERED that Plaintiff Maricopa County have a Final Order of  
2 Condemnation in connection with the Judgment in Condemnation entered herein, and that fee  
3 simple title to the real property described in said Judgment, as set forth on Exhibit "C,"  
4 attached hereto and incorporated herein, be and hereby is vested in Maricopa County for  
5 highway purposes, free and clear of any and all estates, rights, claims, liens and  
6 encumbrances, upon the recording of a copy of this Final Order of Condemnation with the  
7 County Recorder of Maricopa County.

8 DATED this 24<sup>th</sup> day of June 1998.

9  
10   
11 THE HONORABLE JOHN FOREMAN  
Judge of the Superior Court

12 ORIGINAL of the foregoing lodged  
13 and hand-delivered this 23<sup>rd</sup>  
day of June 1998 with:

14 The Honorable John Foreman  
15 Judge of the Superior Court  
16 East Court Building  
101 West Jefferson, #811  
Phoenix, Arizona 85003

17 and COPY of the foregoing mailed  
18 this 23<sup>rd</sup> day of June 1998 to:

19 Kendall J. Britt & Elizabeth P. Britt  
6247 South 115th Avenue  
Tolleson, Arizona 85353  
20 Defendants Pro Per

21 Tracy S. Essig, Esq.  
22 OFFICE OF THE ATTORNEY GENERAL  
1275 West Washington  
Phoenix, Arizona 85007  
23 Attorney for Defendant  
Arizona Department of Revenue

24 UNITED STATES DEPARTMENT OF TREASURY,  
25 INTERNAL REVENUE SERVICE  
26 210 East Earll Drive  
Phoenix, Arizona 85012  
27 Defendant Pro Per  
28

The foregoing instrument is a full, true and correct copy of  
the original on file in this office.

Attest JUN 26 1998 19  
MICHAEL K. JEANES, Clerk of the Superior Court of the  
State of Arizona, in and for the County of Maricopa.

By  Deputy

OFFICE OF THE MARICOPA COUNTY ATTORNEY  
DIVISION OF COUNTY COUNSEL  
222 NORTH CENTRAL, SUITE 1100  
PHOENIX, ARIZONA 85004-2208  
(602) 506-8541 (602) 506-8567 (FAX)

*AW*

CON 97-048

S:\COUNSEL\CIVIL\RICE\MCDOT\CONFILES\BRITT\PLEAD\FINORD.WPD

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OFFICE OF THE MARICOPA COUNTY ATTORNEY  
DIVISION OF COUNTY COUNSEL  
222 NORTH CENTRAL, SUITE 1100  
PHOENIX, ARIZONA 85004-2208  
(602) 506-8541 (602) 506-8567 (FAX)

Z3-0066 ✓  
101-44-005U  
W.O.68832

116 TH AVENUE BRIDGE AT THE GILA RIVER

Kendall J. Britt and Elizabeth P. Britt, husband and wife

The East 6.706 meters (22.00 feet) of the West 16.764 meters (55.00 feet) of that property described below:

That parcel of land 36.576 meters (120 feet) by 109.728 meters (360 feet) starting at the Northwest corner and going South 36.579 meters (120 feet), then East 109.728 meters (360 feet) and then North 36.576 meters (120 feet) and then 109.728 meters (360 feet) to the starting point of the following described property:

The South 51.581 meters (169.23 feet) of the South half of the Northwest quarter of the Northwest quarter of Section 31, Township 1 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

(NOTE: 1 meter = 3.2808 feet)

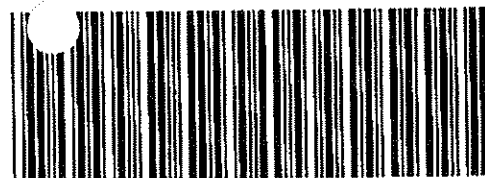


EXHIBIT C

**PLEASE HOLD FOR PICK-UP**

When recorded mail to:  
MARICOPA COUNTY ATTORNEY  
Division of County Counsel  
BY: JEAN RICE  
Deputy County Attorney  
Security Center Building  
222 North Central Avenue, Suite 1100  
Phoenix, Arizona 85004  
(602) 506-8541

Attorney for Plaintiff Maricopa County



OFFICIAL RECORDS OF  
MARICOPA COUNTY RECORDER  
HELEN PURCELL

98-0086144 02/04/98 10:38

RNH 2 OF 2

This space reserved

**CAPTION HEADING:** Maricopa County v. Louis Michael Michelena, et al.  
Superior Court No. CV 97-11847

**DO NOT REMOVE**

**This is part of the official document.**

FILED

2/2/98 2:03 PM

JUDITH ALLEN, Clerk

By AS

**COPY FOR CERTIFICATION**

1 RICHARD M. ROMLEY  
MARICOPA COUNTY ATTORNEY

2 BY: JEAN RICE  
3 Deputy County Attorney  
4 State Bar No. 004434

5 DIVISION OF COUNTY COUNSEL  
6 Security Center Building  
7 222 North Central Avenue, Suite 1100  
8 Phoenix, Arizona 85004  
9 Telephone: (602) 506-8541

10 Attorney for Plaintiff Maricopa County

11 IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

12 IN AND FOR THE COUNTY OF MARICOPA

13 MARICOPA COUNTY, a political  
14 subdivision,

NO. CV 97-11847

FINAL ORDER OF CONDEMNATION

15 Plaintiff,

16 vs.

CERTIFIED COPY

17 LOUIS MICHAEL MICHELENA, a  
18 divorced man; JAMES C. CASEY and  
19 MARIAM M. CASEY, husband and wife;  
20 unknown heirs and devisees of any of the  
21 above-named Defendants; and unknown  
22 owners,

[Honorable Norman D. Hall,  
Division 31]

23 Defendants.

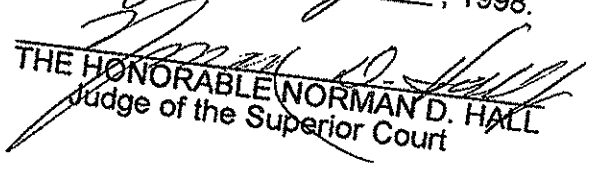
24 In this cause, a Judgment in Condemnation was entered on the 25th day of September,  
25 1997, and it has been shown to the Court that all the terms and conditions of said Judgment  
26 have been fully satisfied, therefore,

27 IT IS HEREBY ORDERED that Plaintiff Maricopa County have a Final Order of  
28 Condemnation in connection with the Judgment in Condemnation entered herein, and that fee  
simple title to the real property described in said Judgment, as set forth on Exhibit "C,"  
attached hereto and incorporated herein, be and hereby is vested in Maricopa County for  
highway purposes, free and clear of any and all estates, rights, claims, liens and

OFFICE OF THE MARICOPA COUNTY ATTORNEY  
DIVISION OF COUNTY COUNSEL  
222 NORTH CENTRAL, SUITE 1100  
PHOENIX, ARIZONA 85004  
(602) 506-8541 (602) 506-8567 (FAX)

1 encumbrances, upon the recording of a copy of this Final Order of Condemnation  
2 County Recorder of Maricopa County.

3 DONE IN OPEN COURT this 28<sup>th</sup> day of January, 1998.

4  
5  
6   
THE HONORABLE NORMAN D. HALL  
Judge of the Superior Court

7 ORIGINAL of the foregoing lodged and  
8 hand-delivered this 27<sup>th</sup> day of  
January, 1998, with:

9 The Honorable Norman D. Hall  
10 Judge of the Superior Court  
11 Old Courthouse  
12 125 West Washington, #301  
13 Phoenix, Arizona 85003

14 and COPY of the foregoing mailed  
15 this 27<sup>th</sup> day of January, 1998,  
16 to:

17 Louis Michael Michelena  
18 1812 West Madero Street  
19 Gilbert, Arizona 85233  
20 Defendant Pro Per

21 

22 CON 97-044

23 S:\COUNSEL\CIVIL\RICE\MCDOT\CONFILES\MICHELEN\PLEAD\FINORD.WPD

24 OFFICE OF THE MARICOPA COUNTY ATTORNEY  
25 DIVISION OF COUNTY COUNSEL  
26 222 NORTH CENTRAL, SUITE 1100  
27 PHOENIX, ARIZONA 85004  
28 (602) 506-8541 (602) 506-8567 (FAX)



EXHIBIT

PROJECT NUMBER 68832

116th Avenue Bridge at the Gila River

ASSESSOR NUMBER 104-44-009

ITEM NUMBER Z3-0043 (TC)

LEGAL DESCRIPTION

WARRANTY DEED

**LOUIS MICHAEL MICHELENA, a divorced man.**

A parcel of land lying within the North one-half of the Southwest one-quarter of the Northwest one-quarter (N1/2 of SW1/4 of NW1/4) of Section Thirty-one (31), Township One (1) North, Range One (1) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the West one-quarter (W1/4) corner of Section Thirty-one (31); THENCE North 00°06'56" West along the West line of said Northwest one-quarter (NW1/4) a distance of 353.176 meters (1158.71 feet) to a point on the North line of the parcel described in Docket 13715, page 348 records of Maricopa County; THENCE North 88°57'48" East along said North line a distance of 10.060 meters (33.00 feet) to a point on the East line of the West 10.058 meters (33.00 feet) of said North one-half of the Southwest one-quarter of the Northwest one-quarter (N1/2 of SW1/4 of NW1/4) said point being also the TRUE POINT OF BEGINNING; THENCE continuing North 88°57'48" East along said North line a distance of 6.867 meters (22.53 feet); THENCE South 00°06'56" East a distance of 50.465 meters (165.56 feet) to a point on the South line of the parcel described in Docket 13715, page 348 records of Maricopa County; said point being on the East line of the West 55.00 feet of said North one-half of the Southwest one-quarter of the Northwest one-quarter (N1/2 of SW1/4 of NW1/4); THENCE along said South line South 88°55'34" West a distance of 6.706 meters (22.00 feet) to a point on the East line of the West 10.058 meters (33.00 feet) of said North one-half of the Southwest one-quarter of the Northwest one-quarter (N1/2 of SW1/4 of NW1/4); THENCE North 00°06'56" West along said East line a distance of 50.465 meters (165.57 feet) to the TRUE POINT OF BEGINNING.

(NOTE: 1 meter = 3.2808)



Total Right of Way  
3,730 square feet 0.0856 acres

The foregoing instrument is a full, true and correct copy of the original on file in this office 3 1998

EXHIBIT

Attest

FEB 03 1998

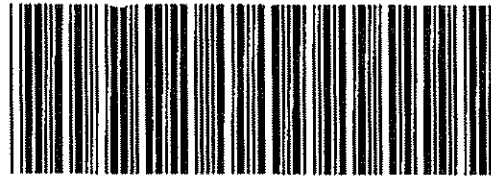
19

JUDITH ALLEN, Clerk of the Superior Court of the State of Arizona, in and for the County of Maricopa.

**EXHIBIT C**

By

Deputy



WHEN RECORDED, INTEROFFICE MAIL TO:  
Maricopa County Department of Transportation  
Right-of-Way Division

OFFICIAL RECORDS OF  
MARICOPA COUNTY RECORDER  
HELEN PURCELL

97-0396194 06/12/97 03:19

CHRISTINA 2 OF 3

## EASEMENT AND AGREEMENT FOR HIGHWAY PURPOSES

Parcel No.: 500-69-011M

Project No.: 68832 - 116th Avenue Bridge  
at the Gila River

Item No.: Z3-0061 (TC)

**THE FLOOD CONTROL DISTRICT OF MARICOPA COUNTY**, a municipal corporation and a political subdivision of the State of Arizona, **GRANTOR**, for and in consideration of the sum of One Dollar and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant to **MARICOPA COUNTY**, a political subdivision of the State of Arizona, its successors, and assigns, **GRANTEE**, a permanent easement and right-of-way, for the following purposes, namely: The right to enter upon the hereinafter described land and grade, regrade, level, fill, drain, pave, elevate, build, maintain, repair and rebuild including changing the grade, a road or highway, including incidental purposes consistent therewith, together with such bridges, culverts, ramps and cuts as may be necessary, on, over, under, and across the ground embraced within the right-of-way situated in the County of Maricopa, State of Arizona, and described as follows:

### SEE EXHIBIT "A" ATTACHED

To have and to hold the said easement and right-of-way unto **GRANTEE** forever, together with the right of ingress and egress to permit the economical operation and maintenance of said public highway and all incidents thereto, and together with the right to authorize, permit, and license the use thereof for utilities or other public purposes not inconsistent with its primary use as a highway.

And **GRANTOR** hereby covenants that it is lawfully seized and possessed of this aforementioned tract or parcel of land; that **GRANTOR** has a good and lawful right to sell and convey it; and that **GRANTOR** will warrant the title and quiet possession thereto against the lawful claim of all persons, subject to easements of record; that **GRANTOR** accepts the consideration paid hereunder as full payment for all damages to their property including any severance damages resulting from the grant of this easement and right-of-way.

The said easement to include the right to cut back and trim such portion of the branches and tops of the trees now growing or that may hereafter grow upon the above described premises, as may extend over said right-of-way, so as to prevent the same from interfering with the efficient maintenance and operation of said public highway.

In the event the right, privilege and easement herein granted shall be abandoned and permanently cease to be used for the purposes herein granted all rights herein granted shall cease and revert to the **GRANTOR**.

(See Reverse Side For Agreement and Signatures)

NOW THEREFORE, in consideration of the same and further consideration hereinafter set forth, it is agreed, that this instrument contains the entire agreement between the parties hereto and there being no further consideration paid than herein specified.

**GRANTEE AGREES:**

1. To use the property described herein for the general welfare and benefit of the public.

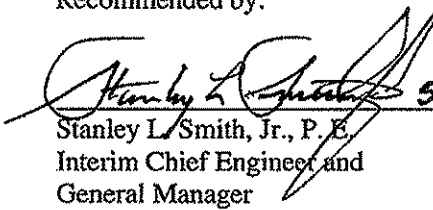
**GRANTOR AGREES:**

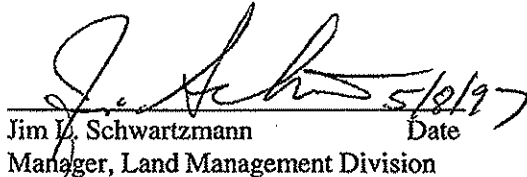
1. To grant an easement for the property described herein to GRANTEE and/or its agents for the general welfare and benefit of the public.
2. That acceptance of this dedication in no way obligates GRANTEE to construct or maintain a roadway within the right-of-way granted by this document.

**RECOMMENDED FOR APPROVAL:**

**FLOOD CONTROL DISTRICT  
OF MARICOPA COUNTY**

Recommended by:

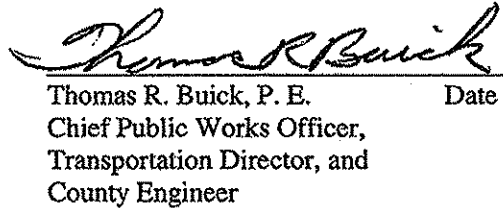
  
Stanley L. Smith, Jr., P. E. Date  
Interim Chief Engineer and  
General Manager

  
Jim L. Schwartzmann Date  
Manager, Land Management Division

**ACCEPTED AND APPROVED:**

**MARICOPA COUNTY**

Recommended by:

  
Thomas R. Buick, P. E. Date  
Chief Public Works Officer,  
Transportation Director, and  
County Engineer

  
Eric B. Hoffman Date  
Real Estate Administrator

**Approved and Accepted:**

By:   
Chairman, Board of Directors Date


**Approved and Accepted**

By:  MAY 14 1997  
Chairman, Board of Supervisors Date

**ATTEST:**

By:   
Clerk of the Board Date

**ATTEST:**

By:  MAY 14 1997  
Clerk of the Board Date

Parcel No.: 500-69-011M  
Project No.: 68832 - 116th Avenue Bridge at the Gila River  
Item No: Z3-0061 (TC)

**EXHIBIT "A"**

**THE FLOOD CONTROL DISTRICT OF MARICOPA COUNTY, a municipal corporation and a political subdivision of the State of Arizona**

A parcel of land lying within the Southeast one-quarter of the Southeast one-quarter of the Northeast one-quarter (SE1/4 of SE1/4 of NE1/4) of Section Thirty-six (36), Township One (1) North, Range One (1) West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

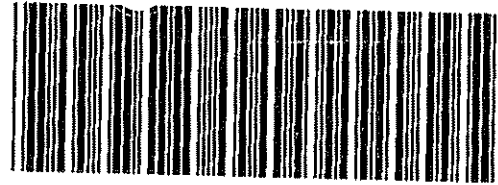
COMMENCING at the Southeast corner of said Southeast one-quarter of the Southeast one-quarter of the Northeast one-quarter (SE1/4 of SE1/4 of NE1/4); THENCE North 89°37'21" West along the South line of said Southeast one-quarter (SE1/4) a distance of 73.535 meters (241.26 feet) to the TRUE POINT OF BEGINNING; THENCE continuing North 89°37'21" West along said South line a distance of 63.272 meters (207.58 feet); THENCE North 18°53'04" East a distance of 12.086 meters (39.65 feet) to a point on the North line of the South 11.460 meters (37.60 feet) of said Southeast one-quarter (SE1/4); THENCE South 89°37'21" East along said North line a distance of 63.272 meters (207.58 feet); THENCE South 18°53'04" West a distance of 12.086 meters (39.65 feet) to the TRUE POINT OF BEGINNING.

(NOTE: 1 meter = 3.2808 feet)



GRANTOR \_\_\_\_\_ DATE \_\_\_\_\_  
**EXHIBIT "A"**  
Page 1 of 1

WHEN RECORDED, INTEROFFICE MAIL TO:  
Maricopa County Department of Transportation  
Right-of-Way Division



OFFICIAL RECORDS OF  
MARICOPA COUNTY RECORDER  
HELEN PURCELL

97-0396195 06/12/97 03:19

CHRISTINA 3 OF 3

## EASEMENT AND AGREEMENT FOR HIGHWAY PURPOSES

Parcel No.: 500-69-011V

Project No.: 68832 - 116th Avenue Bridge  
at the Gila River

Item No.: Z3-0063 (TC)

**THE FLOOD CONTROL DISTRICT OF MARICOPA COUNTY**, a municipal corporation and a political subdivision of the State of Arizona, **GRANTOR**, for and in consideration of the sum of One Dollar and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant to **MARICOPA COUNTY**, a political subdivision of the State of Arizona, its successors, and assigns, **GRANTEE**, a permanent easement and right-of-way, for the following purposes, namely: The right to enter upon the hereinafter described land and grade, regrade, level, fill, drain, pave, elevate, build, maintain, repair and rebuild including changing the grade, a road or highway, including incidental purposes consistent therewith, together with such bridges, culverts, ramps and cuts as may be necessary, on, over, under, and across the ground embraced within the right-of-way situated in the County of Maricopa, State of Arizona, and described as follows:

### SEE EXHIBIT "A" ATTACHED

To have and to hold the said easement and right-of-way unto **GRANTEE** forever, together with the right of ingress and egress to permit the economical operation and maintenance of said public highway and all incidents thereto, and together with the right to authorize, permit, and license the use thereof for utilities or other public purposes not inconsistent with its primary use as a highway.

And **GRANTOR** hereby covenants that it is lawfully seized and possessed of this aforementioned tract or parcel of land; that **GRANTOR** has a good and lawful right to sell and convey it; and that **GRANTOR** will warrant the title and quiet possession thereto against the lawful claim of all persons, subject to easements of record; that **GRANTOR** accepts the consideration paid hereunder as full payment for all damages to their property including any severance damages resulting from the grant of this easement and right-of-way.

The said easement to include the right to cut back and trim such portion of the branches and tops of the trees now growing or that may hereafter grow upon the above described premises, as may extend over said right-of-way, so as to prevent the same from interfering with the efficient maintenance and operation of said public highway.

In the event the right, privilege and easement herein granted shall be abandoned and permanently cease to be used for the purposes herein granted all rights herein granted shall cease and revert to the **GRANTOR**.

(See Reverse Side For Agreement and Signatures)

NOW THEREFORE, in consideration of the same and further consideration hereinafter set forth, it is agreed, that this instrument contains the entire agreement between the parties hereto and there being no further consideration paid than herein specified.

**GRANTEE AGREES:**

1. To use the property described herein for the general welfare and benefit of the public.

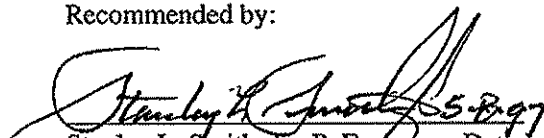
**GRANTOR AGREES:**

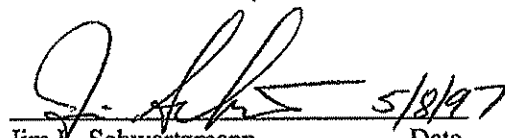
1. To grant an easement for the property described herein to GRANTEE and/or its agents for the general welfare and benefit of the public.
2. That acceptance of this dedication in no way obligates GRANTEE to construct or maintain a roadway within the right-of-way granted by this document.

**RECOMMENDED FOR APPROVAL:**

**FLOOD CONTROL DISTRICT  
OF MARICOPA COUNTY**

Recommended by:

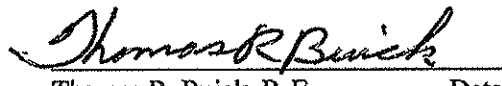
  
Stanley L. Smith, Jr., P. E. Date  
Interim Chief Engineer and  
General Manager

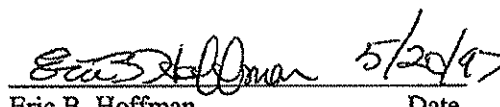
  
Jim J. Schwartzmann Date  
Manager, Land Management Division

**ACCEPTED AND APPROVED:**

**MARICOPA COUNTY**

Recommended by:

  
Thomas R. Buick, P. E. Date  
Chief Public Works Officer,  
Transportation Director, and  
County Engineer

  
Eric B. Hoffman Date  
Real Estate Administrator

**Approved and Accepted:**

By:  MAY 14 1997  
Chairman, Board of Directors Date

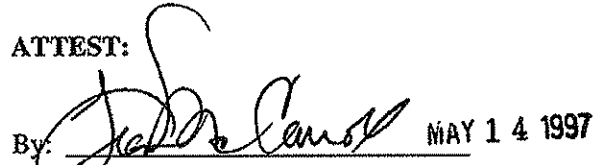
**Approved and Accepted**

By:  MAY 14 1997  
Chairman, Board of Supervisors Date

**ATTEST:**

By:   
Clerk of the Board Date

**ATTEST:**

By:   
Clerk of the Board Date

Parcel No.: 500-69-011V  
Project No.: 68832 - 116th Avenue Bridge at the Gila River  
Item No: Z3-0063 (TC)

**EXHIBIT "A"**

**THE FLOOD CONTROL DISTRICT OF MARICOPA COUNTY, a municipal corporation and a political subdivision of the State of Arizona**

A parcel of land lying within the South one-half of the Northeast one-quarter of the Southeast one-quarter of the Northeast one-quarter (S1/2 of NE1/4 of SE1/4 of NE1/4); and the Southeast one-quarter of the Southeast one-quarter of the Northeast one-quarter (SE1/4 of SE1/4 of NE1/4) of Section Thirty-six (36), Township One (1) North, Range One (1) West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

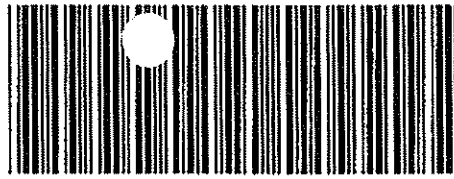
COMMENCING at the Northeast corner of said South one-half of the Northeast one-quarter of the Southeast one-quarter of the Northeast one-quarter (S1/2 of NE1/4 of SE1/4 of NE1/4); THENCE North 89°39'47" West along the North line of said South one-half (S1/2) a distance of 16.764 meters (55.00 feet) to a point on the West line of the East 16.764 meters (55.00 feet) of said South one-half (S1/2); THENCE South 00°06'56" East along said West line of the East 16.764 meters (55.00 feet) a distance of 15.586 meters (51.13 feet) to a point on the most Northerly line of a parcel described in Document 84-026119, Maricopa County Records, said point being also the TRUE POINT OF BEGINNING; THENCE continuing South 00°06'56" East along said West line of the East 16.764 meters (55.00 feet) a distance of 121.754 meters (399.45 feet); THENCE South 18°53'04" West a distance of 37.631 meters (123.46 feet) to a point on the most Southerly line of a parcel described in Document 84-026119, Maricopa County Records; THENCE South 81°07'51" West a distance of 67.800 meters (222.44 feet); THENCE North 18°53'04" East a distance of 66.795 meters (219.14 feet) to a point on the most Northerly line of a parcel described in Document 85-373446 Maricopa County Records; THENCE along said parcel North 82°57'40" East a distance of 25.238 meters (82.80 feet) to a point on a parcel described in Document 84-026119 Maricopa County Records; THENCE continuing along said parcel North 47°53'33" East a distance of 14.969 meters (49.11 feet); THENCE continuing along said parcel North 00°06'56" West a distance of 77.730 meters (255.02 feet); THENCE North 09°12'56" East a distance of 13.893 meters (45.58 feet) to a point on the most Northerly line of a parcel described in Document 84-026119 Maricopa County Records; THENCE along said parcel North 89°53'04" East a distance of 19.083 meters (62.61 feet) to the TRUE POINT OF BEGINNING.

(NOTE: 1 meter = 3.2808 feet)



GRANTOR [Signature] DATE 5/14/97  
EXHIBIT "A"  
Page 1 of 1

GRAND CANYON TITLE AGENCY, INC.



WHEN RECORDED RETURN TO:  
Maricopa County Department of Transportation  
Right of Way Division  
2901 W. DURANGO ST.  
PHOENIX, AZ 85009  
EXEMPT ARS 42-1614, A3

OFFICIAL RECORDS OF  
MARICOPA COUNTY RECORDER  
HELEN PURCELL

97-0425427 06/24/97 03:59

LILIAN 31 OF 89

WARRANTY DEED

170<sup>v</sup>  
2202308

Parcel No.: 500-69-002Q  
Project No.: 68832 - 116th Avenue Bridge  
at the Gila River  
Item No.: Z3-0051 (TC)

For the consideration of the sum of One Hundred and Fifty-two Dollars (\$152.00), we, WILLIAM L. AMATOR and EVELYN J. AMATOR, his wife, GRANTORS, do hereby convey to Maricopa County, a political subdivision of the State of Arizona, GRANTEE, the following real property situated in Maricopa County, Arizona:

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION  
SEE ATTACHED EXHIBIT "B" FOR "RIGHT OF WAY CONTRACT"

Subject to current taxes and other assessments, reservations in patents and all easements, rights of way, encumbrances, liens, covenants, restrictions, obligations and liabilities as may appear of record, the GRANTORS warrant the title against all persons whomsoever.

Dated this April day of 29, 1997.

William L. Amator  
Grantor William L. Amator

Evelyn J. Amator  
Grantor Evelyn J. Amator

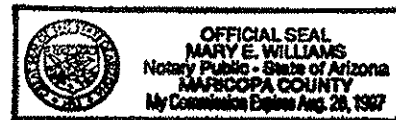
STATE OF ARIZONA )  
)ss.  
COUNTY OF MARICOPA )

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of April, 1997, by WILLIAM L. AMATOR and EVELYN J. AMATOR, his wife.

My Commission Expires Aug. 28, 1997

Mary E. Williams  
Notary Public (signature)

Recommended for approval Tony Chavez  
Right-of-Way Agent



ACCEPTED:  
MARICOPA COUNTY BOARD OF SUPERVISORS

By Don Stepler  
Chairman of the Board

[Signature]  
Right-of-Way Acquisition Manager

Date MAY 14 1997

ATTEST:  
[Signature] MAY 14 1997  
Clerk of the Board of Supervisors



**EXHIBIT "B"**  
**RIGHT OF WAY CONTRACT**

Parcel No.: 500-69-002Q  
Project No.: 68832 - 116th Avenue Bridge  
at the Gila River  
Item No.: Z3-0051 (TC)

WHEREAS in consideration hereinafter set forth, it is agreed, that this instrument contains the entire agreement between the Grantors and Maricopa County. No further consideration is being paid than described in this contract.

**THE COUNTY OF MARICOPA AGREES:**

- A. To use the real property described in Exhibit "A" for the general welfare and benefit of the public.
- B. To pay the Grantor the sum of One Hundred and Fifty-two Dollars (\$152.00) as payment in full for the property described herein.
- C. That, if in the opinion of the Transportation Director it becomes necessary, private structures will be relocated in kind to the Grantors property, clear of the property described herein, at no expense to the Grantors except as may be herein otherwise agreed.
- D. To perform all of the road construction for Project Number 68832 - 116th Avenue Bridge at the Gila River at no cost to the Grantors.

**THE GRANTORS AGREE:**

- 1. To grant a Warranty Deed for the real property described in Exhibit "A" to the County of Maricopa for the general welfare and benefit of the public.
- 2. To accept the sum of One Hundred and Fifty-two Dollars (\$152.00) as payment in full for the property described herein.
- 3. That the County, or its agents, are hereby granted the right to enter upon the remaining property of the Grantors for the purpose of accomplishing "C" and "D" above.
- 4. That, upon the Grantors signing of this Warranty Deed, the County and/or it's agents shall have immediate use of the property described herein.

GRANTOR <sup>EM</sup> DATE 4-29-97  
EXHIBIT "B"  
Page 1 of 1

Parcel No.: 500-69-002Q  
Project No.: 68832 - 116th Avenue Bridge at the Gila River  
Item No: Z3-0051 (TC)

**EXHIBIT "A"**

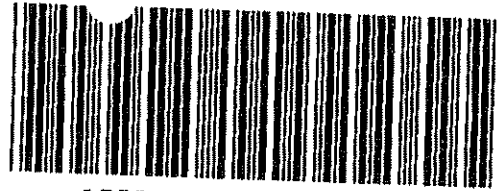
**WILLIAM L. AMATOR and EVELYN J. AMATOR, his wife**

The West 6.706 meters (22.00 feet) of the East 16.764 meters (55.00 feet) of the South 9.144 meters (30.00 feet) of the South one-half of the Northeast one-quarter of the Northeast one-quarter (S1/2 of NE1/4 of NE1/4) of Section Thirty-six (36), Township One (1) North, Range One (1) West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

(NOTE: 1 meter = 3.2808 feet)



*WLA*  
GRANTOR WLA DATE 4-29-97  
EXHIBIT "A"  
Page 1 of 1



OFFICIAL RECORDS OF  
MARICOPA COUNTY RECORDER  
HELEN PURCELL

97-0396193 06/12/97 03:19

CHRISTINA 1 OF 3

WHEN RECORDED, INTEROFFICE MAIL TO:  
Maricopa County Department of Transportation  
Right-of-Way Division

## EASEMENT AND AGREEMENT FOR HIGHWAY PURPOSES

Parcel No.: 500-69-N/A

Project No.: 68832 - 116th Avenue Bridge  
at the Gila River

Item No.: Z3-0064 (TC)

**THE FLOOD CONTROL DISTRICT OF MARICOPA COUNTY**, a municipal corporation and a political subdivision of the State of Arizona, **GRANTOR**, for and in consideration of the sum of One Dollar and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant to **MARICOPA COUNTY**, a political subdivision of the State of Arizona, its successors, and assigns, **GRANTEE**, a permanent easement and right-of-way, for the following purposes, namely: The right to enter upon the hereinafter described land and grade, regrade, level, fill, drain, pave, elevate, build, maintain, repair and rebuild including changing the grade, a road or highway, including incidental purposes consistent therewith, together with such bridges, culverts, ramps and cuts as may be necessary, on, over, under, and across the ground embraced within the right-of-way situated in the County of Maricopa, State of Arizona, and described as follows:

### SEE EXHIBIT "A" ATTACHED

To have and to hold the said easement and right-of-way unto **GRANTEE** forever, together with the right of ingress and egress to permit the economical operation and maintenance of said public highway and all incidents thereto, and together with the right to authorize, permit, and license the use thereof for utilities or other public purposes not inconsistent with its primary use as a highway.

And **GRANTOR** hereby covenants that it is lawfully seized and possessed of this aforementioned tract or parcel of land; that **GRANTOR** has a good and lawful right to sell and convey it; and that **GRANTOR** will warrant the title and quiet possession thereto against the lawful claim of all persons, subject to easements of record; that **GRANTOR** accepts the consideration paid hereunder as full payment for all damages to their property including any severance damages resulting from the grant of this easement and right-of-way.

The said easement to include the right to cut back and trim such portion of the branches and tops of the trees now growing or that may hereafter grow upon the above described premises, as may extend over said right-of-way, so as to prevent the same from interfering with the efficient maintenance and operation of said public highway.

In the event the right, privilege and easement herein granted shall be abandoned and permanently cease to be used for the purposes herein granted all rights herein granted shall cease and revert to the **GRANTOR**.

(See Reverse Side For Agreement and Signatures)

NOW THEREFORE, in consideration of the same and further consideration hereinafter set forth, it is agreed, that this instrument contains the entire agreement between the parties hereto and there being no further consideration paid than herein specified.

**GRANTEE AGREES:**

1. To use the property described herein for the general welfare and benefit of the public.

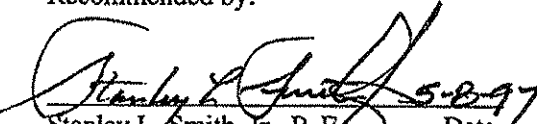
**GRANTOR AGREES:**


1. To grant an easement for the property described herein to GRANTEE and/or its agents for the general welfare and benefit of the public.
2. That acceptance of this dedication in no way obligates GRANTEE to construct or maintain a roadway within the right-of-way granted by this document.

**RECOMMENDED FOR APPROVAL:**

**FLOOD CONTROL DISTRICT  
OF MARICOPA COUNTY**

Recommended by:


  
Stanley L. Smith, Jr., P. E. Date  
Interim Chief Engineer and  
General Manager


  
Jim L. Schwartzmann Date  
Manager, Land Management Division

**ACCEPTED AND APPROVED:**

**MARICOPA COUNTY**

Recommended by:

  
Thomas R. Buick, P. E. Date  
Chief Public Works Officer,  
Transportation Director, and  
County Engineer

  
Eric B. Hoffman Date  
Real Estate Administrator

**Approved and Accepted:**

By:  MAY 14 1997  
Chairman, Board of Directors Date


**Approved and Accepted**

By:  MAY 14 1997  
Chairman, Board of Supervisors Date

**ATTEST:**

By:  MAY 14 1997  
Clerk of the Board Date

**ATTEST:**

By:  MAY 14 1997  
Clerk of the Board Date

Parcel No.: 500-69-N/A  
Project No.: 68832 - 116th Avenue Bridge at the Gila River  
Item No: Z3-0064 (TC)

**EXHIBIT "A"**


**THE FLOOD CONTROL DISTRICT OF MARICOPA COUNTY, a municipal corporation and a political subdivision of the State of Arizona**

A parcel of land lying within the South one-half (S1/2) of Section Thirty-six (36), Township One (1) North, Range One (1) West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

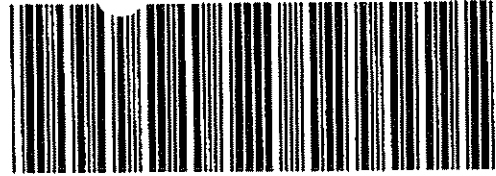
COMMENCING at the Southeast corner of said Section Thirty-six (36); THENCE North 00°07'04" West along the East line of said Section a distance of 1103.20 feet to a point on the South line of Arizona State Land Department Patent No. 54-98972-01; THENCE South 88°12'07" West along said South line a distance of 782.18 feet to the TRUE POINT OF BEGINNING; THENCE continuing South 88°12'07" West a distance of 210.41 feet; THENCE North 18°53'04" East a distance of 273.56 feet to a point on the North line of the South one-half of the Southeast one-quarter (S1/2 of SE1/4) of said Section Thirty-six (36); THENCE South 89°34'09" East along said North line a distance of 207.52 feet; THENCE South 18°53'04" West a distance of 264.93 feet to the TRUE POINT OF BEGINNING.

(NOTE: 1 meter = 3.2808 feet)



GRANTOR  DATE 2/14/97  
EXHIBIT "A"  
Page 1 of 1

WHEN RECORDED RETURN TO:  
Maricopa County Department of Transportation  
Public Works Land and Right of Way Division



OFFICIAL RECORDS OF  
MARICOPA COUNTY RECORDER  
HELEN PURCELL

99-0673484 07/16/99 11:37

BECKY 1 OF 1

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## WARRANTY DEED

**Parcel No.: 500-69-002T (part of)**  
**Project No.: 68832-116th Avenue Bridge at the Gila River**  
**Item No.: Z3-0052 (TC)**

THIS DOCUMENT IS BEING RE-RECORDED TO CORRECT THE  
ITEM NUMBER AND THE LEGAL DESCRIPTION

DO NOT REMOVE

This is part of the official document

GRAND CANYON TITLE AGENCY, INC.

WHEN RECORDED RETURN TO:  
Maricopa County Department of Transportation  
Right of Way Division  
2901 W. DURANGO ST.  
PHOENIX, AZ 85009  
EXEMPT ARS 42-1614, A3

OFFICIAL RECORDS OF  
MARICOPA COUNTY RECORDER  
HELEN PURCELL  
97-0425425 06/24/97 03:59  
LILIAN 29 OF 89

WARRANTY DEED

D19342 .000

Parcel No.: 500-69-~~002R~~ 002T (part of)  
Project No.: 68832 - 116th Avenue Bridge  
at the Gila River  
Item No.: Z3-0052 (TC)

182  
2202309

For the consideration of the sum of One Thousand Five hundred and Ninety-six Dollars (\$1,596.00), we, WILLIAM L. AMATOR and EVELYN J. AMATOR, his wife, GRANTORS, do hereby convey to Maricopa County, a political subdivision of the State of Arizona, GRANTEE, the following real property situated in Maricopa County, Arizona:

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION  
SEE ATTACHED EXHIBIT "B" FOR "RIGHT OF WAY CONTRACT"

Subject to current taxes and other assessments, reservations in patents and all easements, rights of way, encumbrances, liens, covenants, restrictions, obligations and liabilities as may appear of record, the GRANTORS warrant the title against all persons whomsoever.

Dated this 29 day of April, 1997.

William L. Amator  
Grantor William L. Amator

Evelyn J. Amator  
Grantor Evelyn J. Amator

STATE OF ARIZONA )  
)ss.  
COUNTY OF MARICOPA )

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of April, 1997, by WILLIAM L. AMATOR and EVELYN J. AMATOR, his wife.

My Commission Expires Aug. 28, 1997

Mary E. Williams  
Notary Public (signature)

Recommended for approval Tony Chavez  
Right-of-Way Agent



ACCEPTED:  
MARICOPA COUNTY BOARD OF SUPERVISORS

By Don Poyly  
Chairman of the Board

[Signature]  
Right-of-Way Acquisition Manager

Date MAY 14 1997

ATTEST:  
[Signature]  
Clerk of the Board of Supervisors

MAY 14 1997

976.25425

D19342.000

Parcel No.: 500-69-002R  
Project No.: 68832 - 116th Avenue Bridge at the Gila River  
Item No: Z3-0052 (TC)

**EXHIBIT "A"**

**WILLIAM L. AMATOR and EVELYN J. AMATOR, his wife**

The West 6.706 meters (22.00 feet) of the East 16.764 meters (55.00 feet) of the South one-half of the Northeast one-quarter of the Northeast one-quarter (S1/2 of NE1/4 of NE1/4) of Section Thirty-six (36), Township One (1) North, Range One (1) West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT the South 9.144 meters (30.00 feet) of the East 200.254 meters (657.00 feet).

(NOTE: 1 meter = 3.2808 feet)



<sup>2004</sup>  
GRANTOR W.A. DATE 4-29-97  
EXHIBIT "A"  
Page 1 of 1



976...5425

**EXHIBIT "B"**  
**RIGHT OF WAY CONTRACT**

D19342.000

Parcel No.: 500-69-~~002R~~ 002T (part of)  
Project No.: 68832 - 116th Avenue Bridge  
at the Gila River  
Item No.: Z3-0052 (TC)

WHEREAS in consideration hereinafter set forth, it is agreed, that this instrument contains the entire agreement between the Grantors and Maricopa County. No further consideration is being paid than described in this contract.

**THE COUNTY OF MARICOPA AGREES:**

- A. To use the real property described in Exhibit "A" for the general welfare and benefit of the public.
- B. To pay the Grantor the sum of One Thousand Five Hundred and Ninety-six Dollars (\$1,596.00) as payment in full for the property described herein, and One Thousand One Hundred and Twenty Dollars (\$1,120.00) as payment in full for the improvements to the property.
- C. That, if in the opinion of the Transportation Director it becomes necessary, private structures will be relocated in kind to the Grantors property, clear of the property described herein, at no expense to the Grantors except as may be herein otherwise agreed.
- D. To perform all of the road construction for Project Number 68832 - 116th Avenue Bridge at the Gila River at no cost to the Grantor.

**THE GRANTORS AGREE:**

1. To grant a Warranty Deed for the real property described in Exhibit "A" to the County of Maricopa for the general welfare and benefit of the public.
2. To accept the sum of One Thousand Five Hundred and Ninety-six Dollars (\$1,596.00) as payment in full for the property described herein, and One Thousand One Hundred and Twenty Dollars (\$1,120.00) as payment in full for the improvements to the property.
3. That the County, or its agents, are hereby granted the right to enter upon the remaining property of the Grantors for the purpose of accomplishing "C" and "D" above.
4. That, upon the Grantor's signing of this Warranty Deed, the County and/or it's agents shall have immediate use of the property described herein.

<sup>2004</sup>  
GRANTOR W.A. DATE 4-29-97

EXHIBIT "B"

Page 1 of 1

**Parcel No. 500-69-002T (Part of)**  
**Project No. 68832**  
**116<sup>th</sup> Avenue Bridge at the Gila River**  
**Item No. Z3 - 0052 (T.C.)**

**Corrective Legal Description**

WILLIAM L. AMATOR and EVELYN J. AMATOR, his wife

The East 22.00 feet of Parcel Two (2) described in Docket 15104, page 169 and 170, Maricopa County Records, lying in the South half of the Northeast quarter of the Northeast quarter (S1/2,NE1/4,NE1/4) of Section 36, Township 1 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

Said Parcel 2 is described as the West 25 feet of the East 58 feet of said S1/2,NE1/4,NE1/4;

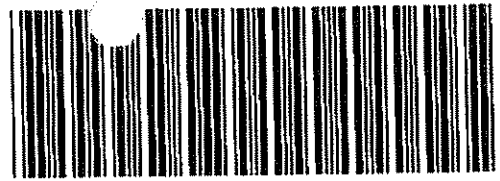
EXCEPT, the North 316 feet; and  
 EXCEPT, the South 30 feet .

MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION		
Prelim:	Chk.: <i>WLL</i>	Appr.: <i>WLL</i> 5-14-99
Rev.:		Final:
Maricopa County Public Works Land & R/W Division		

*W. A.*  
*EJA* 6-10-99

GRANTOR \_\_\_\_\_ DATE \_\_\_\_\_

When recorded mail to:



OFFICIAL RECORDS OF  
MARICOPA COUNTY RECORDER  
HELEN PURCELL

98-0486565 06/09/98 09:58

IRNHV 1 OF 1

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**CAPTION HEADING:** \_\_\_\_\_

**DO NOT REMOVE**

**This is part of the official document.**

GRAND CANYON TITLE AGENCY, INC.

WHEN RECORDED RETURN TO:  
Maricopa County Department of Transportation  
Right of Way Division  
2901 W. DURANGO ST.  
PHOENIX, AZ 85009  
EXEMPT ARS 42-1614, A3

OFFICIAL RECORDS OF  
MARICOPA COUNTY RECORDER  
HELEN PURCELL

97-0425424 06/24/97 03:59

LILIAN 28 OF 89

WARRANTY DEED

D19343

Parcel No.: 500-69-010C  
Project No.: 68832 - 116th Avenue Bridge  
at the Gila River  
Item No.: Z3-0056 (TC)

1071 7202313

For the consideration of the sum of Twenty-nine Thousand Nine Hundred and Forty-two Dollars (\$29,942.00), we, WILLIAM L. AMATOR and EVELYN JANETTE AMATOR, husband and wife, GRANTORS, do hereby convey to Maricopa County, a political subdivision of the State of Arizona, GRANTEE, the following real property situated in Maricopa County, Arizona:

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION

SEE ATTACHED EXHIBIT "B" FOR "RIGHT OF WAY CONTRACT"

Subject to current taxes and other assessments, reservations in patents and all easements, rights of way, encumbrances, liens, covenants, restrictions, obligations and liabilities as may appear of record, the GRANTOR warrants the title against all persons whomsoever.

Dated this 29 day of April, 1997.

William L. Amator  
Grantor William L. Amator

Evelyn J. Amator  
Grantor Evelyn Janette Amator

STATE OF ARIZONA )  
 )ss.  
COUNTY OF MARICOPA )

THIS DOCUMENT IS BEING RE-RECORDED TO CORRECT  
THE LEGAL DESCRIPTION

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of April, 1997, by WILLIAM L. AMATOR and EVELYN JANETTE AMATOR, husband and wife.

My Commission Expires Aug. 28, 1997

Mary E. Williams  
Notary Public (signature)

Recommended for approval Toy Chau  
Right-of-Way Agent



ACCEPTED:  
MARICOPA COUNTY BOARD OF SUPERVISORS

By Don Stepley  
Chairman of the Board

Eric M. [Signature]  
Right-of-Way Acquisition Manager

Date MAY 14 1997

ATTEST:  
Janet Carroll MAY 14 1997  
Clerk of the Board of Supervisors

Parcel No.: 500-69-010C  
 Project No.: 68832 - 116th Avenue Bridge at the Gila River  
 Item No: Z3-0056 (TC)

D19343

**EXHIBIT "A"****WILLIAM L. AMATOR and EVELYN JANETTE. AMATOR, husband and wife**

The West one-half of the Southeast one-quarter of the Northeast one-quarter (W1/2 of SE1/4 of NE1/4) of Section Thirty-six (36), Township One (1) North, Range One (1) West of the Gila and Salt River Base and Meridian;

EXCEPT any portion thereof lying within the following described parcels:

**PARCEL NO. 1:**

That part of the West one-half of the Southeast one-quarter of the Northeast one-quarter of Section Thirty-six (36), Township One (1) North, Range One (1) West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

BEGINNING at the Northeast corner of said West one-half of the Southeast one-quarter of the Northeast one-quarter (W1/2 of SE1/4 of NE1/4); THENCE along the East line thereof South 00°18'00" East 846.16 feet to the TRUE POINT OF BEGINNING; THENCE continuing South 00°18'00" East 141.17 feet; THENCE South 87°51'18" West 570.53 feet; THENCE South 00°29'00" East 310.00 feet to the South line of said West one-half of the Southeast one-quarter of the Northeast one-quarter (W1/2 of SE1/4 of NE1/4); THENCE along said line North 89°38'00" West 75.00 feet to the Southwest corner thereof; THENCE along the West line of said West one-half of the Southeast one-quarter of the Northeast one-quarter (W1/2 of SE1/4 of NE1/4), North 00°29'00" West 425.93 feet; said point bears South 00°29'00" East 895.93 feet from the Northwest corner of said West one-half of the Southeast one-quarter of the Northeast one-quarter (W1/2 of SE1/4 of NE1/4); THENCE North 85°54'33" East 647.01 feet to the TRUE POINT OF BEGINNING.

**PARCEL NO. 2:**

That part of the West one-half of the Southeast one-quarter of the Northeast one-quarter (W1/2 of SE1/4 of NE1/4) of Section Thirty-six (36), Township One (1) North, Range One (1) West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

COMMENCING at the Northeast corner of said West one-half of the Southeast one-quarter of the Northeast one-quarter (W1/2 of SE1/4 of NE1/4); THENCE along the East line thereof South 00°18'00" East 846.16 feet to the TRUE POINT OF BEGINNING; said point being on

GRANTOR <sup>grat</sup> *W/A* DATE 4-29-97

EXHIBIT "A"

Page 1 of 2

D19343

the existing Northerly right of way line of the Flood Control District of Maricopa County right of way as shown on Document No. 84-26119, Maricopa County Records; THENCE South 85°54'33" West 647.01 feet to the West line of said West one-half of the Southeast one-quarter of the Northeast one-quarter (W1/2 of SE1/4 of NE1/4); THENCE North 00°29'00" West along said West line 30.00 feet; THENCE North 84°23'15" East 228.19 feet; THENCE North 87°17'06" East 418.85 feet to said East line of the West one-half of the Southeast one-quarter of the Northeast one-quarter (W1/2 of SE1/4 of NE1/4); THENCE South 00°18'00" East 26.00 feet along said East line to the TRUE POINT OF BEGINNING.

PARCEL NO. 3:

The South 37.60 feet

EXCEPT all oil, gas and other hydrocarbon substances, helium or other substances of a gaseous nature, coal, metals, minerals, fossils, fertilizer of every name and description and

EXCEPT all material which may be essential to the production of fissionable material as reserved in Arizona Revised Statutes.



<sup>800</sup>  
GRANTOR W.A. DATE 4-29-97  
EXHIBIT "A"  
Page 2 of 2

Parcel No.: 500-69-010C  
Project No.: 68832 - 116th Avenue Bridge at the Gila River  
Item No: Z3-0056 (TC)

**EXHIBIT "A"**

**WILLIAM L. AMATOR and EVELYN JANETTE. AMATOR, husband and wife**

The West one-half of the Southeast one-quarter of the Northeast one-quarter (W1/2 of SE1/4 of NE1/4) of Section Thirty-six (36), Township One (1) North, Range One (1) West of the Gila and Salt River Base and Meridian;

EXCEPT any portion thereof lying within the following described parcels:

**PARCEL NO. 1:**

That part of the West one-half of the Southeast one-quarter of the Northeast one-quarter of Section Thirty-six (36), Township One (1) North, Range One (1) West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

BEGINNING at the Northeast corner of said West one-half of the Southeast one-quarter of the Northeast one-quarter (W1/2 of SE1/4 of NE1/4); THENCE along the East line thereof South 00°18'00" East 846.16 feet to the TRUE POINT OF BEGINNING; THENCE continuing South 00°18'00" East 141.17 feet; THENCE South 87°51'15" West 570.53 feet; THENCE South 00°29'00" East 310.00 feet to the South line of said West one-half of the Southeast one-quarter of the Northeast one-quarter (W1/2 of SE1/4 of NE1/4); THENCE along said line North 89°38'00" West 75.00 feet to the Southwest corner thereof; THENCE along the West line of said West one-half of the Southeast one-quarter of the Northeast one-quarter (W1/2 of SE1/4 of NE1/4), North 00°29'00" West 425.93 feet; said point bears South 00°29'00" East 895.93 feet from the Northwest corner of said West one-half of the Southeast one-quarter of the Northeast one-quarter (W1/2 of SE1/4 of NE1/4); THENCE North 85°54'33" East 647.01 feet to the TRUE POINT OF BEGINNING.

**PARCEL NO. 2:**

That part of the West one-half of the Southeast one-quarter of the Northeast one-quarter (W1/2 of SE1/4 of NE1/4) of Section Thirty-six (36), Township One (1) North, Range One (1) West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

COMMENCING at the Northeast corner of said West one-half of the Southeast one-quarter of the Northeast one-quarter (W1/2 of SE1/4 of NE1/4); THENCE along the East line thereof South 00°18'00" East 846.16 feet to the TRUE POINT OF BEGINNING; said point being on

*W.L.A.*  
GRANTOR                      DATE 6-4-98

EXHIBIT "A"

Page 1 of 2

TC

the existing Northerly right of way line of the Flood Control District of Maricopa County right of way as shown on Document No. 84-26119, Maricopa County Records; THENCE South 85°54'33" West 647.01 feet to the West line of said West one-half of the Southeast one-quarter of the Northeast one-quarter (W1/2 of SE1/4 of NE1/4); THENCE North 00°29'00" West along said West line 30.00 feet; THENCE North 84°23'15" East 228.19 feet; THENCE North 87°17'06" East 418.85 feet to said East line of the West one-half of the Southeast one-quarter of the Northeast one-quarter (W1/2 of SE1/4 of NE1/4); THENCE South 00°18'00" East 26.00 feet along said East line to the TRUE POINT OF BEGINNING.

**PARCEL NO. 3:**

The South 37.60 feet

EXCEPT all oil, gas and other hydrocarbon substances, helium or other substances of a gaseous nature, coal, metals, minerals, fossils, fertilizer of every name and description and

EXCEPT all material which may be essential to the production of fissionable material as reserved in Arizona Revised Statutes.

**PARCEL NO. 4:**

That part of the West one-half of the Southeast one-quarter of the Northeast one-quarter (W1/2 of SE1/4 of NE1/4) of Section Thirty-six (36), Township One (1) North, Range One (1) West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona lying North of the following described line:

COMMENCING at the Northeast corner of said West one-half of the Southeast one-quarter of the Northeast one-quarter (W1/2 of SE1/4 of NE1/4); THENCE along the East line thereof South 00°18'00", East 820.16 feet, to the True Point of Beginning; said point being on the existing Northerly right of way line of the Flood Control District of Maricopa County right of way as shown in Document No. 84-26119, Maricopa County Records; THENCE South 87°17'06" West, 418.85 feet; THENCE South 84°23'15" West, 228.19 feet to the West line of the West one-half of the Southeast one-quarter of the Northeast one-quarter (W1/2 of SE1/4 of NE1/4) and the Point of Terminus.

M.S.A. *[Signature]*  
GRANTOR \_\_\_\_\_ DATE 6-4-98  
EXHIBIT "A"  
Page 2 of 2 TC



**EXHIBIT "B"**  
**RIGHT OF WAY CONTRACT**

D19343

Parcel No.: 500-69-010C  
Project No.: 68832 - 116th Avenue Bridge  
at the Gila River  
Item No.: Z3-0056 (TC)

WHEREAS in consideration hereinafter set forth, it is agreed, that this instrument contains the entire agreement between the Grantors and Maricopa County. No further consideration is being paid than described in this contract.

**THE COUNTY OF MARICOPA AGREES:**

- A. To use the real property described in Exhibit "A" for the general welfare and benefit of the public.
- B. To pay the Grantor the sum of Twenty-nine Thousand Nine Hundred and Forty-two Dollars (\$29,942.00) as payment in full for the property described herein.
- C. That, if in the opinion of the Transportation Director it becomes necessary, private structures will be relocated in kind to the Grantors property, clear of the property described herein, at no expense to the Grantors except as may be herein otherwise agreed.
- D. To perform all of the road construction for Project Number 68832 - 116th Avenue Bridge at the Gila River at no cost to the Grantor.

**THE GRANTORS AGREE:**

1. To grant a Warranty Deed for the real property described in Exhibit "A" to the County of Maricopa for the general welfare and benefit of the public.
2. To accept the sum of Twenty-nine Thousand Nine Hundred and Forty-two Dollars (\$29,942.00) as payment in full for the property described herein.
3. That the County, or its agents, are hereby granted the right to enter upon the remaining property of the Grantors for the purpose of accomplishing "C" and "D" above.
4. That, upon the Grantors signing of this Warranty Deed, the County and/or it's agents shall have immediate use of the property described herein.

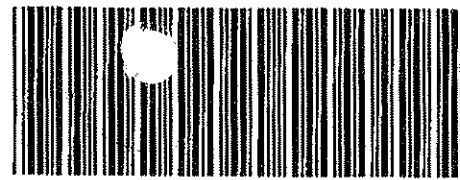
GRANTOR <sup>294</sup> DATE 4-29-97

EXHIBIT "B"

Page 1 of 1

GRAND CANYON TITLE AGENCY, INC.

WHEN RECORDED RETURN TO:  
Maricopa County Department of Transportation  
Right of Way Division  
2901 W. DURANGO ST.  
PHOENIX, AZ 85009  
EXEMPT ARS 42-1614, A3



OFFICIAL RECORDS OF  
MARICOPA COUNTY RECORDER  
HELEN PURCELL  
97-0425422 06/24/97 03:59  
LILIAN 26 OF 89

220 2317

1/2

WARRANTY DEED

Parcel No.: 500-69-011U  
Project No.: 68832 - 116th Avenue Bridge  
at the Gila River  
Item No.: Z3-0060 (TC)

For the consideration of the sum of Four Thousand Nine Hundred and Thirty-three Dollars (\$4,933.00) we, WILLIAM L. AMATOR and EVELYN JANETTE AMATOR, husband and wife, GRANTORS, do hereby convey to Maricopa County, a political subdivision of the State of Arizona, GRANTEE, the following real property situated in Maricopa County, Arizona:

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION  
SEE ATTACHED EXHIBIT "B" FOR "RIGHT OF WAY CONTRACT"

Subject to current taxes and other assessments, reservations in patents and all easements, rights of way, encumbrances, liens, covenants, restrictions, obligations and liabilities as may appear of record, the GRANTORS warrant the title against all persons whomsoever.

Dated this 29 day of April, 1997.

William L. Amator  
Grantor William L. Amator

Evelyn Janette Amator  
Grantor Evelyn Janette Amator

STATE OF ARIZONA )  
)ss.  
COUNTY OF MARICOPA )

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of April, 1997, by WILLIAM L. AMATOR and EVELYN JANETTE AMATOR, husband and wife.  
My Commission Expires Aug 28, 1997

Mary E. Williams  
Notary Public (signature)

Recommended for approval Tony Chavez  
Right-of-Way Agent



ACCEPTED:  
MARICOPA COUNTY BOARD OF SUPERVISORS  
By Don Stepley  
Chairman of the Board

[Signature]  
Right-of-Way Acquisition Manager

Date MAY 14 1997

ATTEST:  
[Signature] MAY 14 1997  
Clerk of the Board of Supervisors

**EXHIBIT "B"**  
**RIGHT OF WAY CONTRACT**

Parcel No.: 500-69-011U  
Project No.: 68832 - 116th Avenue Bridge  
at the Gila River  
Item No.: Z3-0060 (TC)

WHEREAS in consideration hereinafter set forth, it is agreed, that this instrument contains the entire agreement between the Grantor and Maricopa County. No further consideration is being paid than described in this contract.

**THE COUNTY OF MARICOPA AGREES:**

- A. To use the real property described in Exhibit "A" for the general welfare and benefit of the public.
- B. To pay the Grantor the sum of Four Thousand Nine Hundred and Thirty-three Dollars (\$4,933.00) as payment in full for the property described herein, and Three Hundred and Thirty Dollars (\$330.00 as payment in full for the improvements to the property.
- C. That, if in the opinion of the Transportation Director it becomes necessary, private structures will be relocated in kind to the Grantors property, clear of the property described herein, at no expense to the Grantors except as may be herein otherwise agreed.
- D. To perform all of the road construction for Project Number 68832 - 116th Avenue Bridge at the Gila River at no cost to the Grantors.

**THE GRANTORS AGREE:**

- 1. To grant a Warranty Deed for the real property described in Exhibit "A" to the County of Maricopa for the general welfare and benefit of the public.
- 2. To accept the sum of Four Thousand Nine Hundred and Thirty-three Dollars (\$4,933.00) as payment in full for the property described herein, and Three Hundred and Thirty Dollars (\$330.00) as payment in full for the improvements to the property.
- 3. That the County, or its agents, are hereby granted the right to enter upon the remaining property of the Grantors for the purpose of accomplishing "C" and "D" above.
- 4. That, upon the Grantors signing of this Warranty Deed, the County and/or it's agents shall have immediate use of the property described herein.

GRANTOR <sup>2004</sup> W.A. DATE 4-29-97  
**EXHIBIT "B"**  
Page 1 of 1

Parcel No.: 500-69-011U  
Project No.: 68832 - 116th Avenue Bridge at the Gila River  
Item No: Z3-0060 (TC)  
**EXHIBIT "A"**

**WILLIAM L. AMATOR and EVELYN JANETTE AMATOR, husband and wife**

Two parcels of land lying within the South one-half of the Northeast one-quarter of the Southeast one-quarter of the Northeast one-quarter (S1/2 of NE1/4 of SE1/4 of NE1/4); and the Southeast one-quarter of the Southeast one-quarter of the Northeast one-quarter (SE1/4 of SE1/4 of NE1/4) of Section Thirty-six (36), Township One (1) North, Range One (1) West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

**PARCEL NO. 1:**

COMMENCING at the Northeast corner of said South one-half of the Northeast one-quarter of the Southeast one-quarter of the Northeast one-quarter (S1/2 of NE1/4 of SE1/4 of NE1/4); THENCE North 89°39'47" West along the North line of said South one-half (S1/2) a distance of 16.764 Meters (55.00 feet) to a point on the West line of the East 16.764 meters (55.00 feet) of said South one-half (S1/2), said point being also the TRUE POINT OF BEGINNING; THENCE South 00°06'56" East along said West line of the East 16.764 meters (55.00 feet) a distance of 15.586 meters (51.13 feet) to a point on the most Northerly line of a parcel described in Document 84-026119 Maricopa County Records; THENCE along said parcel North 89°53'04" West a distance of 19.083 meters (62.61 feet); THENCE North 09°12'56" East a distance of 15.927 meters (52.25 feet) to a point on the North line of said South one-half (S1/2); THENCE along said North line South 89°39'47" East a distance of 16.501 meters (54.14 feet) to the TRUE POINT OF BEGINNING.

**PARCEL NO. 2:**

COMMENCING at the Northeast corner of said South one-half of the Northeast one-quarter of the Southeast one-quarter of the Northeast one-quarter (S1/2 of NE1/4 of SE1/4 of NE1/4); THENCE North 89°39'47" West along the North line of said South one-half (S1/2) a distance of 16.764 meters (55.00 feet) to a point on the West line of the East 16.764 meters (55.00 feet) of said South one-half (S1/2); THENCE South 00°06'56" East along said West line of the East 16.764 meters (55.00 feet) a distance of 15.586 meters (51.13 feet) to a point on the most Northerly line of a parcel described in Document 84-026119 Maricopa County Records; THENCE along said parcel North 89°53'04" West a distance of 19.083 meters (62.61 feet); THENCE South 09°12'56" West a distance of 13.893 meters (45.58 feet) to a point on a parcel described in Document 84-026119 Maricopa County Records, said point being also the TRUE POINT OF BEGINNING; THENCE along said parcel South 00°06'56" East a distance of 77.730 meters (255.02 feet); THENCE continuing along said parcel South 47°53'33" West a distance of 14.969 meters (49.11 feet); THENCE South 82°57'40" West a distance of 33.113 meters (108.64 feet); THENCE North 27°08'27" East a distance of 92.730 meters (304.23 feet); THENCE North 09°12'56" East a distance of 9.427 meters (30.93 feet) to the TRUE POINT OF BEGINNING.

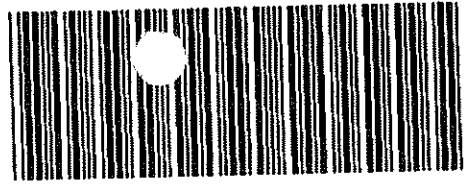
(NOTE: 1 meter = 3.2808 feet)

*WLA*  
GRANTOR *WLA* - DATE *4-29-97*  
EXHIBIT "A"  
Page 1 of 1



GRAND CANYON TITLE AGENCY, INC.

WHEN RECORDED RETURN TO:  
Maricopa County Department of Transportation  
Right of Way Division  
2901 W. DURANGO ST.  
PHOENIX, AZ 85009  
EXEMPT ARS 42-1614, A3



OFFICIAL RECORDS OF  
MARICOPA COUNTY RECORDER  
HELEN PURCELL

97-0425420 06/24/97 03:59

LILIAN 24 OF 89

WARRANTY DEED

1001 2702293

Parcel No.: 101-44-003G  
Project No.: 68832 - 116th Avenue Bridge  
at the Gila River  
Item No.: Z3-0036 (TC)

For the consideration of the sum of Nine Thousand Four Hundred and Fifty-nine Dollars (\$9,459.00) we, **CLIFFORD SWINDLE** and **NANCY SWINDLE**, his wife, as joint tenants with right of survivorship, GRANTORS, do hereby convey to Maricopa County, a political subdivision of the State of Arizona, the following real property situated in Maricopa County, Arizona:

**SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION**  
**SEE ATTACHED EXHIBIT "B" FOR "RIGHT OF WAY CONTRACT"**

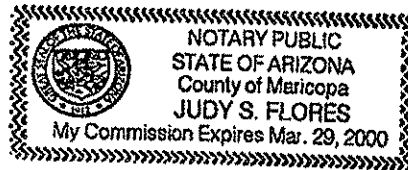
Subject to current taxes and other assessments, reservations in patents and all easements, rights of way, encumbrances, liens, covenants, restrictions, obligations and liabilities as may appear of record, the GRANTOR warrants the title against all persons whomsoever.

Dated this 16 day of April, 1997.

Clifford Swindle  
Grantor Clifford Swindle

Nancy Swindle  
Grantor Nancy Swindle

STATE OF ARIZONA )  
 )ss.  
COUNTY OF MARICOPA )



The foregoing instrument was acknowledged before me this 16 day of April, 1997, by **CLIFFORD SWINDLE** and **NANCY SWINDLE**, his wife, as joint tenants with right of survivorship.

My Commission Expires 3/29/2000

Judy S. Flores  
Notary Public (signature)

Recommended for approval Tony Chavez  
Right-of-Way Agent

ACCEPTED:  
MARICOPA COUNTY BOARD OF SUPERVISORS

By Don Stealey  
Chairman of the Board

Carla Inman  
For: Eric Hoffman  
Real Estate Administrator

Date MAY 28 1997

ATTEST:  
Jan McCarroll  
Clerk of the Board of Supervisors

Parcel No. 101-44-003G  
Project No. 68832  
116th Avenue Bridge at the Gila River  
Item No. Z3-0036 (TC)

**EXHIBIT "A"**

**CLIFFORD SWINDLE AND NANCY SWINDLE, his wife, as joint tenants with right of survivorship**

The North one-half (N1/2) of the West 887.26 feet of the South one-half of the South one-half of the Southwest one-quarter of the Northwest one-quarter (S1/2 of S1/2 of SW1/4 of NW1/4) of Section Thirty-one (31), Township One (1) North, Range One (1) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT the West 33.00 feet thereof;

TOGETHER WITH an easement for irrigation over the North 8.00 feet of the following described property;

The South one-half of the South one-half of the Southwest one-quarter of the Northwest one-quarter (S1/2 of S1/2 of SW1/4 of NW1/4) of Section Thirty-one (31), Township One (1) North, Range One (1) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT the West 887.26 feet thereof.

*es*  
GRANTOR *NS* DATE *4-16-97*  
EXHIBIT "A"  
Page 1 of 1

**EXHIBIT "B"**  
**RIGHT OF WAY CONTRACT**

Parcel No.: 101-44-003G  
Project No.: 68832 - 116th Avenue Bridge  
at the Gila River  
Item No.: Z3-0036 (TC)

WHEREAS in consideration hereinafter set forth, it is agreed, that this instrument contains the entire agreement between the Grantor and Maricopa County. No further consideration is being paid than described in this contract.

**THE COUNTY OF MARICOPA AGREES:**

- A. To use the real property described in Exhibit "A" for the general welfare and benefit of the public.
- B. To pay the Grantor the sum of Nine Thousand Four Hundred and Fifty-nine Dollars (\$9,459.00) as payment in full for the property described herein.
- C. To perform all of the road construction for Project Number 68832 - 116th Avenue Bridge at the Gila River at no cost to the Grantor.

**THE GRANTORS AGREE:**

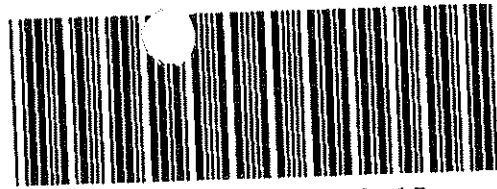
- 1. To grant a Warranty Deed for the real property described in Exhibit "A" to the County of Maricopa for the general welfare and benefit of the public.
- 2. To accept the sum of Nine Thousand Four Hundred and Fifty-nine Dollars (\$9,459.00) as payment in full for the property described herein.
- 3. That, upon the Grantor's signing of this Warranty Deed, the County and/or it's agents shall have immediate use of the property described herein.

GRANTOR <sup>LS</sup> <sub>NS</sub> DATE 4-16-97

EXHIBIT "B"

Page 1 of 1

GRAND CANYON TITLE AGENCY, INC.



OFFICIAL RECORDS OF  
MARICOPA COUNTY RECORDER  
HELEN PURCELL

WHEN RECORDED RETURN TO:  
Maricopa County Department of Transportation  
Right of Way Division

97-0566498 08/19/97 04:06

TNNV 1 OF 79

EXEMPT ARS 42-1614, A3

1/1 2202302

WARRANTY DEED

Parcel No.: 101-44-013  
Project No.: 68832 - 116th Avenue Bridge  
at the Gila River  
Item No.: Z3-0045 (TC)

For the consideration of the sum of Twenty-nine Thousand Nine Hundred Seventy-seven Dollars and Fifty Cents (\$29,977.50), I or we, JOHNNY C. CARNAHAN, a married man, as his sole and separate property, GRANTOR, does hereby convey to Maricopa County, a political subdivision of the State of Arizona, GRANTEE, the following real property situated in Maricopa County, Arizona:

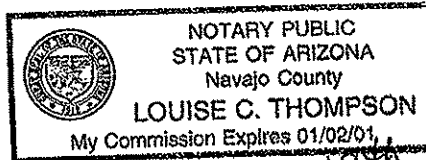
SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION  
SEE ATTACHED EXHIBIT "B" FOR "RIGHT OF WAY CONTRACT"

Subject to current taxes and other assessments, reservations in patents and all easements, rights of way, encumbrances, liens, covenants, restrictions, obligations and liabilities as may appear of record, the GRANTOR warrants the title against all persons whomsoever.

Dated this 18<sup>th</sup> day of June, 19 97.

Johnny C. Carnahan  
Grantor Johnny C. Carnahan

STATE OF ARIZONA )  
 )ss.  
COUNTY OF NAVAJO )  
 )



The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of June, 19 97 by JOHNNY C. CARNAHAN, a married man, as his sole and separate property.

My Commission Expires 01/02/01

Louise C. Thompson  
Notary Public (signature)

Recommended for approval Toy Chausy  
Right-of-Way Agent

ACCEPTED:  
MARICOPA COUNTY BOARD OF SUPERVISORS

By Don Stepley  
Chairman of the Board

Eric Sedlman  
Right-of-Way Acquisition Manager

Date JUL 09 1997

ATTEST  
Pat Carnahan  
Clerk of the Board of Supervisors



Parcel No.: 101-44-013  
Project No.: 68832 - 116th Avenue Bridge at the Gila River  
Item No: Z3-0045 (TC)

**EXHIBIT "A"**

**JOHNNY C. CARNAHAN, a married man, as his sole and separate property**

The North one-half of the South one-half of the Southwest one-quarter of the Northwest one-quarter (N1/2 of S1/2 of SW1/4 of NW1/4) of Section Thirty-one (31), Township One (1) North, Range One (1) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT the West 33.00 feet for roads;

AND EXCEPTING that portion of the North one-half of the South one-half of the Southwest one-quarter of the Northwest one-quarter (N1/2 of S1/2 of SW1/4 of NW1/4) of Section Thirty-one (31), Township One (1) North, Range One (1) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

BEGINNING at the Northwest corner of said North one-half of the South one-half of the Southwest one-quarter of the Northwest one-quarter (N1/2 of S1/2 of SW1/4 of NW1/4); THENCE along the North line thereof North 88°56'37" East 700.00 feet; THENCE South 70°45'52" West 529.12 feet to the South line of the North one-half of the North one-half of the South one-half of the Southwest one-quarter of the Northwest one-quarter (N1/2 of N1/2 of S1/2 of SW1/4 of NW1/4) of said Section; THENCE along said line South 88°55'05" West 200.00 feet to the West line of said Section; THENCE along said line North 00°07'00" West 165.19 feet to the Point of Beginning.

GRANTOR for DATE 18 June 97  
EXHIBIT "A"  
Page 1 of 1

**EXHIBIT "B"**  
**RIGHT OF WAY CONTRACT**

Parcel No.: 101-44-013  
Project No.: 68832 - 116th Avenue Bridge  
at the Gila River  
Item No.: Z3-0045 (TC)

WHEREAS in consideration hereinafter set forth, it is agreed, that this instrument contains the entire agreement between the Grantor and Maricopa County. No further consideration is being paid than described in this contract.

**THE COUNTY OF MARICOPA AGREES:**

- A. To use the real property described in Exhibit "A" for the general welfare and benefit of the public.
- B. To pay the Grantor the sum of Twenty-nine Thousand Nine Hundred Seventy-seven Dollars and Fifty Cents (\$29,977.50) as payment in full for the property described herein.
- C. To perform all of the road construction for Project Number 68832 - 116th Avenue Bridge at the Gila River at no cost to the Grantor.

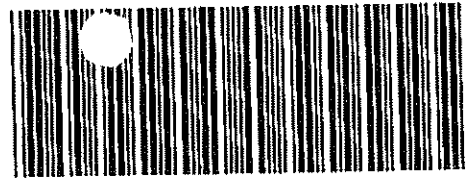
**THE GRANTOR AGREES:**

- 1. To grant a Warranty Deed for the real property described in Exhibit "A" to the County of Maricopa for the general welfare and benefit of the public.
- 2. To accept the sum of Twenty-nine Thousand Nine Hundred Seventy-seven Dollars and Fifty Cents (\$29,977.50) as payment in full for the property described herein.
- 3. That, upon the Grantor's signing of this Warranty Deed, the County and/or it's agents shall have immediate use of the property described herein.

GRANTOR JR DATE 18 JUNE 97  
EXHIBIT "B"  
Page 1 of 1

GRAND CANYON TITLE AGENCY, INC.

WHEN RECORDED RETURN TO:  
Maricopa County Department of Transportation  
Right of Way Division



OFFICIAL RECORDS OF  
MARICOPA COUNTY RECORDER  
HELEN PURCELL

97-0536740 08/06/97 04:04

EXEMPT ARS 42-1614, A3

LTL:IAN 17 OF 103

WARRANTY DEED

102

Parcel No.: 101-44-018  
Project No.: 68832 - 116th Avenue Bridge  
at the Gila River  
Item No.: Z3-0048 (TC)

For the consideration of the sum of Three Thousand Dollars (\$3,000.00), I or we, CLEO WEST and VENITA WEST, husband and wife, GRANTORS, do hereby convey to Maricopa County, a political subdivision of the State of Arizona, GRANTEE, the following real property situated in Maricopa County, Arizona:

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION  
SEE ATTACHED EXHIBIT "B" FOR "RIGHT OF WAY CONTRACT"

Subject to current taxes and other assessments, reservations in patents and all easements, rights of way, encumbrances, liens, covenants, restrictions, obligations and liabilities as may appear of record, the GRANTOR warrants the title against all persons whomsoever.

Dated this 16 day of June, 1997.

Cleo West  
Grantor Cleo West

Venita West  
Grantor Venita West

STATE OF ARIZONA )  
)ss.  
COUNTY OF MARICOPA )

The foregoing instrument was acknowledged before me this 16th day of June, 1997 by CLEO WEST and VENITA WEST, husband and wife.

My Commission Expires My Commission Expires Dec. 31, 1999

Charles W. Doyle  
Notary Public (signature)

Recommended for approval Tony Chavez  
Right-of-Way Agent

ACCEPTED:  
MARICOPA COUNTY BOARD OF SUPERVISORS

By Don Staley  
Chairman of the Board

Barbara Hill  
Right-of-Way Acquisition Manager

Date JUL 09 1997

ATTEST:  
John C. Cause  
Clerk of the Board of Supervisors

**EXHIBIT "B"**  
**RIGHT OF WAY CONTRACT**

Parcel No.: 101-44-018  
Project No.: 68832 - 116th Avenue Bridge  
at the Gila River  
Item No.: Z3-0048 (TC)

WHEREAS in consideration hereinafter set forth, it is agreed, that this instrument contains the entire agreement between the Grantor and Maricopa County. No further consideration is being paid than described in this contract.

**THE COUNTY OF MARICOPA AGREES:**

- A. To use the real property described in Exhibit "A" for the general welfare and benefit of the public.
- B. To pay the Grantor the sum of Three Thousand Dollars (\$3,000.00) as payment in full for the property described herein.
- C. That, if in the opinion of the Transportation Director it becomes necessary, private structures will be relocated in kind to the Grantor's property, clear of the property described herein, at no expense to the Grantor except as may be herein otherwise agreed.
- D. To perform all of the road construction for Project Number 68832 - 116th Avenue Bridge at the Gila River at no cost to the Grantor.

**THE GRANTORS AGREE:**

- 1. To grant a Warranty Deed for the real property described in Exhibit "A" to the County of Maricopa for the general welfare and benefit of the public.
- 2. To accept the sum of Three Thousand Dollars (\$3,000.00) as payment in full for the property described herein.
- 3. That the County, or its agents, are hereby granted the right to enter upon the remaining property of the Grantor for the purpose of accomplishing "C" and "D" above.
- 4. That, upon the Grantor's signing of this Warranty Deed, the County and/or it's agents shall have immediate use of the property described herein.

GRANTOR \_\_\_\_\_ DATE 6-16-97 *cew*

EXHIBIT "B"

Parcel No.: 101-44-018  
Project No.: 68832 - 116th Avenue Bridge at the Gila River  
Item No: Z3-0048 (TC)

**EXHIBIT "A"**

**CLEO WEST and VENITA WEST, husband and wife**

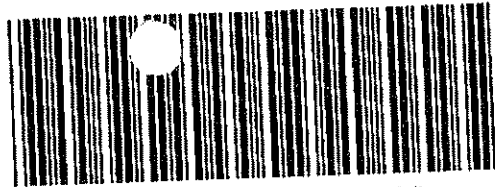
A parcel of land lying within the North one-half of the Southwest one-quarter of the Northwest one-quarter (N1/2 of SW1/4 of NW1/4) of Section Thirty-one (31), Township One (1) North, Range One (1) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the Northwest corner of said North one-half of the Southwest one-quarter of the Northwest one-quarter (N1/2 of SW1/4 of NW1/4); THENCE North 88°59'41" East along the North line of said North one-half (N1/2) a distance of 10.059 meters (33.00 feet) to a point on the East line of the West 10.058 meters (33.00 feet) of said North one-half (N1/2), said point being also the TRUE POINT OF BEGINNING; THENCE North 88°59'41" East along said North line a distance of 6.706 meters (22.00 feet) to a point on the East line of the West 16.764 meters (55.00 feet) of said North one-half (N1/2); THENCE South 00°06'56" East along said East line of the West 16.764 meters (55.00 feet) a distance of 0.477 meters (1.57 feet) to a Point of Curvature of a 596.764 meter (1957.764 foot) radius curve to the right with a central angle of 04°48'14"; THENCE Southerly along said curve an arc distance of 50.036 meters (164.16 feet) to a point on the North line of that parcel described in Docket 13715, Page 348 records of Maricopa County; THENCE South 88°57'48" West along the above said North line a distance of 4.610 meters (15.12 feet) to a point on the said East line of the West 10.058 meters (33.00 feet) of said North one-half (N1/2); THENCE North 00°06'56" West along said East line a distance of 50.424 meters (165.43 feet) to the TRUE POINT OF BEGINNING.

(NOTE: 1 meter = 3.2808 feet)

GRANTOR \_\_\_\_\_ DATE 7/16/97  
EXHIBIT "A"  
Page 1 of 1  
CU

GRAND CANYON TITLE AGENCY, INC.



WHEN RECORDED RETURN TO:  
Maricopa County Department of Transportation  
Right of Way Division

OFFICIAL RECORDS OF  
MARICOPA COUNTY RECORDER  
HELEN PURCELL

97-0584160 08/25/97 04:14

IRENE 6 OF 92

EXEMPT ARS 42-1614, A3

Y/ 2202295

WARRANTY DEED

Parcel No.: 101-44-005L  
Project No.: 68832 - 116th Avenue Bridge  
at the Gila River  
Item No.: Z3-0038 (TC)

For the consideration of the sum of Two Thousand Five Hundred and Sixty-eight Dollars (\$2,568.00), I or we, JERALD L. HORTON, a married man, as his sole and separate property, GRANTOR, does hereby convey to Maricopa County, a political subdivision of the State of Arizona, GRANTEE, the following real property situated in Maricopa County, Arizona:

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION

SEE ATTACHED EXHIBIT "B" FOR "RIGHT OF WAY CONTRACT"

Subject to current taxes and other assessments, reservations in patents and all easements, rights of way, encumbrances, liens, covenants, restrictions, obligations and liabilities as may appear of record, the GRANTOR warrants the title against all persons whomsoever.

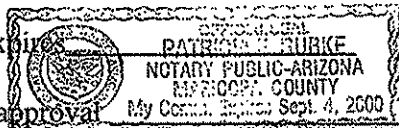
Dated this 20th day of June, 1997.

Jerald L. Horton  
Grantor Jerald L. Horton

STATE OF ARIZONA )  
 )ss.  
COUNTY OF MARICOPA )

The foregoing instrument was acknowledged before me this 20th day of June, 1997 by JERALD L. HORTON, a married man, as his sole and separate property.

My Commission Expires



Recommended for approval

Right-of-Way Agent

Toy Chave

Patricia E. Burke  
Notary Public (signature)

ACCEPTED:  
MARICOPA COUNTY BOARD OF SUPERVISORS

By Don Stapley  
Chairman of the Board

[Signature]  
Right-of-Way Acquisition Manager

Date JUL 09 1997

ATTEST:  
[Signature]  
Clerk of the Board of Supervisors

Parcel No.: 101-44-005L  
Project No.: 68832 - 116th Avenue Bridge at the Gila River  
Item No: Z3-0038 (TC)

**EXHIBIT "A"**

**JERALD L. HORTON, a Marrried man, as his sole and separate property**

The East 6.706 meters (22.00 feet) of the West 16.764 meters (55.00 feet) of the North 51.581 meters (169.23 feet) of the South 103.163 meters (338.46 feet) of the South one-half of the Northwest one-quarter of the Northwest one-quarter (S1/2 of NW1/4 of NW1/4) of Section Thirty-one (31), Township One (1) North, Range One (1) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

(NOTE: 1 meter = 3.2808 feet)

GRANTOR *JLH* DATE 6/20/97  
EXHIBIT "A"  
Page 1 of 1

**EXHIBIT "B"**  
**RIGHT OF WAY CONTRACT**

Parcel No.: 101-44-005L  
Project No.: 68832 - 116th Avenue Bridge  
at the Gila River  
Item No.: Z3-0038 (TC)

WHEREAS in consideration hereinafter set forth, it is agreed, that this instrument contains the entire agreement between the Grantor and Maricopa County. No further consideration is being paid than described in this contract.

**THE COUNTY OF MARICOPA AGREES:**

- A. To use the real property described in Exhibit "A" for the general welfare and benefit of the public.
- B. To pay the Grantor the sum of Two Thousand Five Hundred and Sixty-eight Dollars (\$2,568.00) as payment in full for the property described herein.
- C. That, if in the opinion of the Transportation Director it becomes necessary, private structures will be relocated in kind to the Grantor's property, clear of the property described herein, at no expense to the Grantor except as may be herein otherwise agreed.
- D. To perform all of the road construction for Project Number 68832 - 116th Avenue Bridge at the Gila River at no cost to the Grantor.

**THE GRANTOR AGREES:**

- 1. To grant a Warranty Deed for the real property described in Exhibit "A" to the County of Maricopa for the general welfare and benefit of the public.
- 2. To accept the sum of Two Thousand Five Hundred and Sixty-eight Dollars (\$2,568.00) as payment in full for the property described herein.
- 3. That the County, or its agents, are hereby granted the right to enter upon the remaining property of the Grantor for the purpose of accomplishing "C" and "D" above.
- 4. That, upon the Grantor's signing of this Warranty Deed, the County and/or it's agents shall have immediate use of the property described herein.


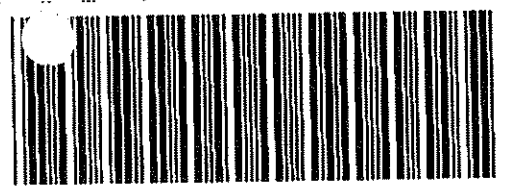
  
GRANTOR \_\_\_\_\_ DATE 6/20/17

EXHIBIT "B"

Page 1 of 1





OFFICIAL RECORDS OF  
MARICOPA COUNTY RECORDER  
HELEN PURCELL

97-0656466 09/22/97 04:24

PLACROIX 18 OF 63

WHEN RECORDED RETURN TO:  
Maricopa County Department of Transportation  
Right of Way Division

EXEMPT ARS 42-1614, A3

1/3 220231P

WARRANTY DEED

Parcel No.: 500-69-011F  
Project No.: 68832 - 116th Avenue Bridge  
at the Gila River  
Item No.: Z3-0059 (TC)

For the consideration of the sum of Two Thousand and Fifty Dollars (\$2,050.00) we, WILLIAM L. AMATOR and EVELYN JANETTE AMATOR, husband and wife, as joint tenants with right of survivorship, GRANTORS, do hereby convey to Maricopa County, a political subdivision of the State of Arizona, GRANTEE, the following real property situated in Maricopa County, Arizona:

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION  
SEE ATTACHED EXHIBIT "B" FOR "RIGHT OF WAY CONTRACT"

Subject to current taxes and other assessments, reservations in patents and all easements, rights of way, encumbrances, liens, covenants, restrictions, obligations and liabilities as may appear of record, the GRANTORS warrant the title against all persons whomsoever.

Dated this 29 day of April, 1997.

William L. Amator  
Grantor William L. Amator

Evelyn J. Amator  
Grantor Evelyn Janette Amator

STATE OF ARIZONA )  
)ss.  
COUNTY OF MARICOPA )

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of April, 1997, by WILLIAM L. AMATOR and EVELYN JANETTE AMATOR, husband and wife, as joint tenants with right of survivorship.

My Commission Expires Aug 28, 1997

Mary E. Williams  
Notary Public (signature)

Recommended for approval Tony Chong  
Right-of-Way Agent



ACCEPTED:  
MARICOPA COUNTY BOARD OF SUPERVISORS

By Don Stepley  
Chairman of the Board

[Signature]  
Right-of-Way Acquisition Manager

ATTEST:

Date MAY 14 1997

[Signature] MAY 14 1997  
Clerk of the Board of Supervisors

Parcel No.: 500-69-011F  
Project No.: 68832 - 116th Avenue Bridge at the Gila River  
Item No: Z3-0059 (TC)

**EXHIBIT "A"**

**WILLIAM L. AMATOR and EVELYN JANETTE AMATOR, husband and wife**

A parcel of land lying within the North one-half of the Northeast one-quarter of the Southeast one-quarter of the Northeast one-quarter (N1/2 of NE1/4 of SE1/4 of NE1/4) of Section Thirty-six (36), Township One (1) North, Range One (1) West of the Gila River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the Northeast corner of said North one-half of the Northeast one-quarter of the Southeast one-quarter of the Northeast one-quarter (N1/2 of NE1/4 of SE1/4 of NE1/4); THENCE North 89°40'35" West along the North line of said North one-half (N1/2) a distance of 16.764 meters (55.00 feet) to a point on the West line of the East 16.764 meters (55.00 feet) of said North one-half (N1/2); THENCE South 00°06'56" East along said West line of the East 16.764 meters (55.00 feet) a distance of 0.345 meters (1.13 feet) to the TRUE POINT OF BEGINNING; THENCE continuing South 00°06'56" East along said West line of the East 16.764 meters (55.00 feet) a distance of 100.552 meters (329.90 feet) to a point on the South line of said North one-half (N1/2); THENCE North 89°39'47" West along said South line a distance of 16.501 meters (54.14 feet); THENCE North 09°12'56" East a distance of 101.768 meters (333.89 feet) to the TRUE POINT OF BEGINNING.

(NOTE: 1 meter = 3.2808 feet)



<sup>good</sup>  
GRANTOR W. L. A. DATE 4-29-97  
EXHIBIT "A"  
Page 1 of 1

**EXHIBIT "B"**  
**RIGHT OF WAY CONTRACT**

Parcel No.: 500-69-011F  
Project No.: 68832 - 116th Avenue Bridge  
at the Gila River  
Item No.: Z3-0059 (TC)

WHEREAS in consideration hereinafter set forth, it is agreed, that this instrument contains the entire agreement between the Grantors and Maricopa County. No further consideration is being paid than described in this contract.

**THE COUNTY OF MARICOPA AGREES:**

- A. To use the real property described in Exhibit "A" for the general welfare and benefit of the public.
- B. To pay the Grantor the sum of Two Thousand and Fifty Dollars (\$2,050.00) as payment in full for the property described herein.
- C. That, if in the opinion of the Transportation Director it becomes necessary, private structures will be relocated in kind to the Grantors property, clear of the property described herein, at no expense to the Grantors except as may be herein otherwise agreed.
- D. To perform all of the road construction for Project Number 68832 - 116th Avenue Bridge at the Gila River at no cost to the Grantor.

**THE GRANTORS AGREE:**

- 1. To grant a Warranty Deed for the real property described in Exhibit "A" to the County of Maricopa for the general welfare and benefit of the public.
- 2. To accept the sum of Two Thousand and Fifty Dollars (\$2,050.00) as payment in full for the property described herein.
- 3. That the County, or its agents, are hereby granted the right to enter upon the remaining property of the Grantors for the purpose of accomplishing "C" and "D" above.
- 4. That, upon the Grantors signing of this Warranty Deed, the County and/or it's agents shall have immediate use of the property described herein.

GRANTOR <sup>8284</sup>W.A. DATE 4-29-97

EXHIBIT "B"

Page 1 of 1



WHEN RECORDED RETURN TO:  
Maricopa County Department of Transportation  
Right of Way Division

OFFICIAL RECORDS OF  
MARICOPA COUNTY RECORDER  
HELEN PURCELL

97-0749908 10/27/97 04:14  
MARTHA 19 OF 77

EXEMPT ARS 42-1614, A3

WARRANTY DEED

2202296

Parcel No.: 101-44-005V  
Project No.: 68832 - 116th Avenue Bridge  
at the Gila River  
Item No.: Z3-0039 (TB)

For the consideration of the sum of One Thousand Seven Hundred and Eleven Dollars (\$1,711.00), I or we, **ROBERT TROY MOBLEY** and **SUSAN EDWINA MOBLEY** and **PATRICIA ANN JEFFRIES - GRANT**, not as Tenants in Common and not as a community property estate, but as joint tenants with right of survivorship, GRANTORS, do hereby convey to Maricopa County, a political subdivision of the State of Arizona, GRANTEE, the following real property situated in Maricopa County, Arizona:

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION  
SEE ATTACHED EXHIBIT "B" FOR "RIGHT OF WAY CONTRACT"

Subject to current taxes and other assessments, reservations in patents and all easements, rights of way, encumbrances, liens, covenants, restrictions, obligations and liabilities as may appear of record, the GRANTORS warrant the title against all persons whomsoever.

Dated this 20 day of JULY, 1997.

*Robert Troy Mobley*  
Grantor Robert Troy Mobley  
*Patricia Ann Jeffries-Grant*  
Grantor Patricia Ann Jeffries-Grant  
*Susan Edwina Mobley*  
Grantor Susan Edwina Mobley  
*sm*

STATE OF ARIZONA )  
                                  )ss.  
COUNTY OF MARICOPA )

The foregoing instrument was acknowledged before me this 22 day of JULY, 1997 by **ROBERT TROY MOBLEY** and **SUSAN EDWINA MOBLEY** and **PATRICIA ANN JEFFRIES - GRANT**, not as Tenants in Common and not as a community property estate, but as joint tenants with right of survivorship.

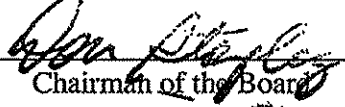


My Commission Expires \_\_\_\_\_

*Algia E King*  
Notary Public (signature)


Recommended for approval *[Signature]*  
Right-of-Way Agent

ACCEPTED:  
MARICOPA COUNTY BOARD OF SUPERVISORS

By   
Chairman of the Board

  
Right-of-Way Acquisition Manager

Date AUG 13 1997

ATTEST:  
  
Clerk of the Board of Supervisors


Parcel No. 101-44-005V  
Project No. 68832  
116th Avenue Bridge at the Gila River  
Item No. Z3-0039 (TC)

**EXHIBIT "A"**

**ROBERT TROY MOBLEY and SUSAN EDWING<sup>A SM</sup> MOBLEY and PATRICIA ANN JEFFRIES  
- GRANT, not as Tenants in Common and not as a community property estate, but as joint  
tenants with right of survivorship**

The East 6.706 meters (22.00 feet) of the West 16.764 meters (55.00 feet) of the South 51.581 meters (169.23 feet) of the South one-half of the Northwest one-quarter of the Northwest one-quarter (S1/2 of NW1/4 of NW1/4) of Section Thirty-one (31), Township One (1) North, Range One (1) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT the North 36.576 meters (120 feet) of the West 109.728 meters (360.00 feet) thereof.

 7-20-97  
7-20-97  
GRANTOR SM DATE 7-20-97  
**EXHIBIT "A"**  
Page 1 of 1

**EXHIBIT "B"**  
**RIGHT OF WAY CONTRACT**

Parcel No.: 101-44-005V  
Project No.: 68832 - 116th Avenue Bridge  
at the Gila River  
Item No.: Z3-0039 (TB)

WHEREAS in consideration hereinafter set forth, it is agreed, that this instrument contains the entire agreement between the Grantor and Maricopa County. No further consideration is being paid than described in this contract.

**THE COUNTY OF MARICOPA AGREES:**

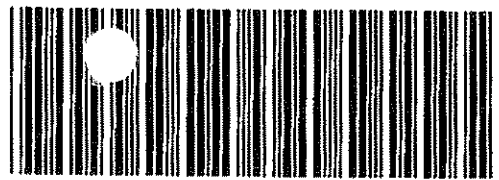
- A. To use the real property described in Exhibit "A" for the general welfare and benefit of the public.
- B. To pay the Grantor the sum of One Thousand Seven Hundred and Eleven Dollars (\$1,711.00) as payment in full for the property described herein.
- C. That, if in the opinion of the Transportation Director it becomes necessary, private structures will be relocated in kind to the Grantor's property, clear of the property described herein, at no expense to the Grantor except as may be herein otherwise agreed.
- D. To perform all of the road construction for Project Number 68832 - 116th Avenue Bridge at the Gila River at no cost to the Grantor.

**THE GRANTORS AGREE:**

- 1. To grant a Warranty Deed for the real property described in Exhibit "A" to the County of Maricopa for the general welfare and benefit of the public.
- 2. To accept the sum of One Thousand Seven Hundred and Eleven Dollars (\$1,711.00) as payment in full for the property described herein.
- 3. That the County, or its agents, are hereby granted the right to enter upon the remaining property of the Grantor for the purpose of accomplishing "C" and "D" above.
- 4. That, upon the Grantor's signing of this Warranty Deed, the County and/or it's agents shall have immediate use of the property described herein.

*[Handwritten Signature]* 7-20-97  
*[Handwritten Signature]* 7-20-97  
GRANTOR *[Handwritten Signature]* DATE 7-20-97

**EXHIBIT "B"**



WHEN RECORDED RETURN TO:  
Maricopa County Department of Transportation  
Right of Way Division

98-0031604 01/15/98 04:11

EXEMPT ARS 42-1614, A3

MARYANN 67 OF 67

3/2 220457

WARRANTY DEED

Parcel No.: 101-44-003J  
Project No.: 68832 - 116th Avenue Bridge  
at the Gila River  
Item No.: Z3-0067 (TC)

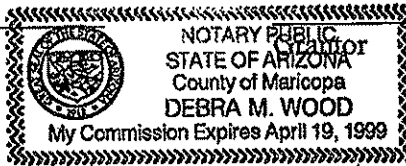
For the consideration of the sum of Fifteen Thousand Seven Hundred and Sixty-five Dollars (\$15,765.00), I or we, **C. W. MOORHEAD** and **LEONA MOORHEAD**, his wife, **FRANK MOORHEAD** and **LAVOY MOORHEAD**, his wife, GRANTORS, do hereby convey to Maricopa County, a political subdivision of the State of Arizona, GRANTEE, the following real property situated in Maricopa County, Arizona:

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION  
SEE ATTACHED EXHIBIT "B" FOR "RIGHT OF WAY CONTRACT"

Subject to current taxes and other assessments, reservations in patents and all easements, rights of way, encumbrances, liens, covenants, restrictions, obligations and liabilities as may appear of record, the GRANTORS warrant the title against all persons whomsoever.

Dated this 13<sup>th</sup> day of OCTOBER, 1997.

C. W. Moorhead  
Grantor C. W. Moorhead  
STATE OF ARIZONA )  
)ss.  
COUNTY OF MARICOPA )



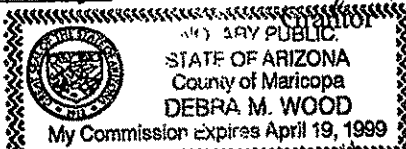
Leona Moorhead  
Grantor Leona Moorhead

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of October, 1997, by **C. W. MOORHEAD** and **LEONA MOORHEAD**, his wife.  
My Commission Expires 4-19-99

Debra M. Wood  
Notary Public (signature)

Dated this 13<sup>th</sup> day of OCTOBER, 1997.

Frank Moorhead  
Grantor Frank Moorhead  
STATE OF ARIZONA )  
)ss.  
COUNTY OF MARICOPA )



Lavoy Moorhead  
Grantor Lavoy Moorhead

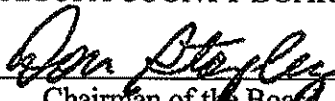
The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of October, 1997, by **FRANK MOORHEAD** and **LAVOY MOORHEAD**, his wife.  
My Commission Expires 4-19-99

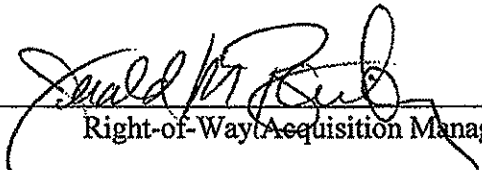
Debra M. Wood  
Notary Public (signature)

Recommended for approval Tony Chavez  
Right-of-Way Agent




ACCEPTED:  
MARICOPA COUNTY BOARD OF SUPERVISORS

By   
Chairman of the Board

  
Right-of-Way Acquisition Manager

Date NOV 19 1997

ATTEST:  
  
Clerk of the Board of Supervisors

Parcel No.: 101-44-003J  
Project No.: 68832 - 116th Avenue Bridge at the Gila River  
Item No: Z3-0067 (TC)

**EXHIBIT "A"**

**C. W. MOORHEAD and LEONA MOORHEAD, his wife, FRANK MOORHEAD and LAVOY MOORHEAD, his wife**

The South one-half (S1/2) of the West 270.437 meters (887.26 feet) of the South one-half of the South one-half of the Southwest one-quarter of the Northwest one-quarter (S1/2 of S1/2 of SW1/4 of NW1/4) of Section Thirty-one (31), Township One (1) North, Range One (1) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT the West 16.764 meters (55.00 feet) thereof.

Containing 3.153 acres or 137,322 square feet more or less.

GRANTOR \_\_\_\_\_ DATE 10-13-97  
EXHIBIT "A"

Page 1 of 1

*C.W.M.*  
*L.M.*  
*C.W.M.*  
*d.c.m.*

**EXHIBIT "B"**  
**RIGHT OF WAY CONTRACT**

Parcel No.: 101-44-003J  
Project No.: 68832 – 116th Avenue Bridge  
at the Gila River  
Item No.: Z3-0067 (TC)

WHEREAS in consideration hereinafter set forth, it is agreed, that this instrument contains the entire agreement between the Grantor and Maricopa County. No further consideration is being paid than described in this contract.

**THE COUNTY OF MARICOPA AGREES:**

- A. To use the real property described in Exhibit "A" for the general welfare and benefit of the public.
- B. To pay the Grantor the sum of Fifteen Thousand Seven Hundred and Sixty-five Dollars (\$15,765.00) as payment in full for the property described herein.
- C. That, if in the opinion of the Transportation Director it becomes necessary, private structures will be relocated in kind to the Grantor's property, clear of the property described herein, at no expense to the Grantor except as may be herein otherwise agreed.
- C. To perform all of the road construction for Project Number 68832 – 116th Avenue Bridge at the Gila River at no cost to the Grantor.

**THE GRANTORS AGREE:**

- 1. To grant a Warranty Deed for the real property described in Exhibit "A" to the County of Maricopa for the general welfare and benefit of the public.
- 2. To accept the sum of Fifteen Thousand Seven Hundred and Sixty-five Dollars (\$15,765.00) as payment in full for the property described herein.
- 3. That the County, or its agents, are hereby granted the right to enter upon the remaining property of the Grantor for the purpose of accomplishing "C" and "D" above.
- 4. That, upon the Grantor's signing of this Warranty Deed, the County and/or its agents shall have immediate use of the property described herein.

GRANTOR \_\_\_ DATE 10-13-97

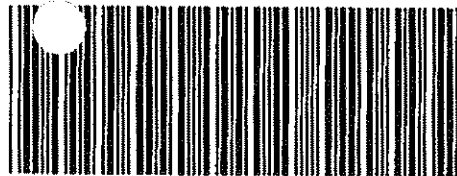
EXHIBIT "B"

Page 1 of 1

*CWM*  
*L.C.M.*

*C&M*  
*F.M.*

GRAND CANYON TITLE AGENCY, INC.  
WHEN RECORDED RETURN TO:  
Maricopa County Department of Transportation  
Right of Way Division  
#2204373  
EXEMPT ARS 42-1614, A3



OFFICIAL RECORDS OF  
MARICOPA COUNTY RECORDER  
HELEN PURCELL

98-0595345 07/10/98 04:18

IRENE 27 OF 66

### WARRANTY DEED

Parcel No.: 101-44-003K  
Project No.: 68832 - 116th Avenue Bridge  
at the Gila River  
Item No.: Z3-0068 (TC)

For the consideration of the sum of Nine Thousand and Eighty-four Dollars (\$9,084.00), and other valuable consideration, I, **ARTURO VALENCIA**, an unmarried man, GRANTOR, do hereby convey to Maricopa County, a political subdivision of the State of Arizona, the following real property situated in Maricopa County, Arizona:

**The South one-half of the South one-half of the Southwest one-quarter of the Northwest one-quarter (S1/2 of S1/2 of SW1/4 of NW1/4) of Section Thirty-one (31), Township One (1) North, Range One (1) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;**

**EXCEPT the West 887.26 feet thereof;**

**TOGETHER WITH an easement for ingress, egress and utilities, and road, over the South 5.00 feet of the West 887.26 feet of the North one-half of the South one-half of the Southwest one-quarter of the Northwest one-quarter (N1/2 of S1/2 of S1/2 of SW1/4 of NW1/4) of said Section Thirty-one (31); also,**

**TOGETHER WITH an easement for irrigation purposes over the East 8.00 feet of the West 887.26 feet of the North one-half of the South one-half of the Southwest one-quarter of the Northwest one-quarter (N1/2 of S1/2 of S1/2 of SW1/4 of NW1/4) of said Section Thirty-one (31).**

#### SEE ATTACHED EXHIBIT "B" FOR "RIGHT OF WAY CONTRACT"

Subject to current taxes and other assessments, reservations in patents and all easements, rights of way, encumbrances, liens, covenants, restrictions, obligations and liabilities as may appear of record, the GRANTOR warrants the title against all persons whomsoever.

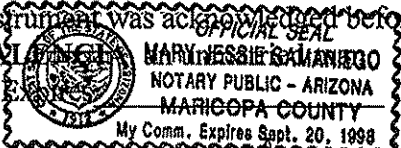
Dated this 28<sup>th</sup> day of March, 1998.

Arturo B. Valencia  
Grantor Arturo Valencia

STATE OF ARIZONA )  
 )ss.  
COUNTY OF MARICOPA )

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of April, 1998  
by ARTURO VALENCIA

My Commission Expires Sept. 20, 1998



Mary Jessie Samaniego  
Notary Public (signature)

Recommended for approval [Signature]  
Right-of-Way Agent

ACCEPTED:  
MARICOPA COUNTY BOARD OF SUPERVISORS

By Jan Brewer  
Chairman of the Board

Sue Stahl  
Right of Way Acquisition Manager

Date 5/6/98

ATTEST:  
Ann McCarroll  
Clerk of the Board of Supervisors

**EXHIBIT "B"**  
**RIGHT OF WAY AGREEMENT**

Parcel No.: 101-44-003K  
Project No.: 68832 - 116th Avenue Bridge  
at the Gila River  
Item No.: Z3-0068 (TC)

WHEREAS in consideration hereinafter set forth, it is agreed, that this instrument contains the entire agreement between the Grantor and Maricopa County. No further consideration is being paid than described in this agreement.

**THE COUNTY OF MARICOPA AGREES:**

- A. To use the real property described herein for the general welfare and benefit of the public.
- B. To pay the Grantor the sum of Nine Thousand and Eighty-four Dollars (\$9,084.00) as payment in full for the property described herein.
- C. To perform all of the road construction for Project Number 68832 - 116th Avenue Bridge at the Gila River at no cost to the Grantor.

**THE GRANTOR AGREES:**

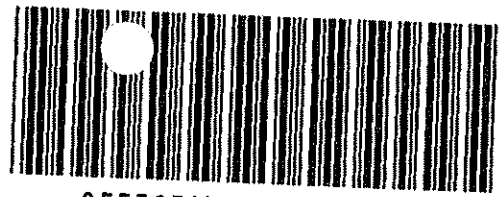
- 1. To grant a Warranty Deed for the real property described herein to the County of Maricopa for the general welfare and benefit of the public.
- 2. To accept the sum of Nine Thousand and Eighty-four Dollars (\$9,084.00) as payment in full for the property described herein.
- 3. That, upon the Grantor's signing of this Warranty Deed, the County and/or it's agents shall have immediate use of the property described herein.

GRANTOR \_\_\_ DATE \_\_\_

EXHIBIT "B"

Page 1 of 1

When Recorded Return to:  
Maricopa County Department  
of Transportation - Right of  
Way Division - (TC)



OFFICIAL RECORDS OF  
MARICOPA COUNTY RECORDER  
HELEN PURCELL

98-0779418 09/01/98 12:21

VIRGINIA 1 OF 1

**STATE LAND DEPARTMENT  
STATE OF ARIZONA**

**RIGHT-OF-WAY  
SOLD AT PUBLIC AUCTION**

Parcel No. 500-69-N/A  
Project No. 68832 - 115th  
Ave. at the Gila River  
Item No. Z1-0069 (TC)  
R/W No. 16 - 100396

THIS INDENTURE, made June 1, 1998, by and between the State of  
Arizona, hereinafter called the Grantor, and

MARICOPA COUNTY

hereinafter called the Grantee.

WITNESSETH, that in accordance with the provisions of A.R.S. §37-461, the Grantee herein  
has filed with the State Land Commissioner an application for a right-of-way for the purpose  
of constructing, operating, and maintaining

a public roadway and bridge

and

WHEREAS, the said map and field notes thereon have been adopted by the Grantee herein  
as the line of definite location of the aforesaid Right-of-Way, and which said right-of-way map  
is herein referred to and made a part hereof as fully as though set out herein, and

WHEREAS, it is understood and agreed by the Grantee herein that, as a condition precedent  
to the granting of the Right-of-Way applied for, the land covered by the said Right-of-Way  
shall be used for no purpose other than the location, construction and maintenance of said  
Right-of-Way over and across the following State lands, to-wit described in Appendix A.

**TO HAVE AND TO HOLD** the same for so long as it may be used for the purpose designated, and subject to the conditions and reservations set forth herein.

**IT IS UNDERSTOOD AND AGREED** that in case the necessity for the Right-of-Way shall no longer exist, or the Grantee should abandon or fail to use the same, then this grant shall become void, and the right to use the land and all the rights granted hereunder shall revert to the State of Arizona, whereupon the Grantee agrees to execute and deliver a complete release of all right, title and interest therein.

This grant is, and shall be binding upon the said Grantee, his successors and assigns.

**IT IS FURTHER UNDERSTOOD AND AGREED** that this Right-of-Way conveys no fee to the land described herein and no rights to any of the minerals, oil, gas, coal, natural products, etc., in said land and the State of Arizona reserves the right to grant mineral and/or oil and gas leases upon said land.

**IT IS FURTHER UNDERSTOOD AND AGREED** that the said Grantee shall not fence the said Right-of-Way, nor exclude from the use of the surface thereof the State of Arizona or its lessees or grantees.

**THE SAID GRANTOR** further reserves the right to grant to others, easements and rights-of-way over and across the lands described.

**NOW THEREFORE**, in accordance with the provisions of A.R.S. §37-461 and agreeable to the conditions heretofore set forth, the Grantee herein is hereby authorized to locate, construct, operate and maintain said Right-of-Way over and across the State land described herein.

Grantee agrees to indemnify, hold and save Grantor harmless against all loss, damage, liability, expense, costs and charges incident to or resulting in any way from any injuries to person or damage to property caused by Grantee or resulting from the use, condition or occupation of the land.

#### EASEMENT CONDITIONS

1. With regard to the location, construction and maintenance of the Right-of-way:
  - (a) Grantee shall ensure full compliance with the terms and conditions of this grant by its agents, employees and contractors (including sub-contractors of any tier), and the employees of each of them.
  - (b) Unless clearly inapplicable, the requirements and prohibitions imposed upon Grantee by these terms and conditions are also imposed upon Grantee's agents, employees, contractors, and sub-contractors, and the employees of each of them.



- (c) Failure or refusal of Grantee's agents, employees, contractors, sub-contractors, or their employees to comply with these terms and conditions shall be deemed to be the failure or refusal of Grantee.
  - (d) Grantee shall require its agents, contractors or sub-contractors to include these terms and conditions in all contracts and sub-contracts which are entered into by any of them, together with a provision that the other contracting party, together with its agents, employees, contractors and sub-contractors, and the employees of each of them, shall likewise be bound to comply with these terms and conditions.
2. All access roads over State land outside the Right-of-Way must be applied for and authorized in accordance with applicable regulations.
  3. No material may be removed by Grantee or its contractors without the written approval of the Commissioner.
  4. Grantee shall promptly notify the Commissioner of the amount of flora, if any, which will be cut, removed, or destroyed in the construction and maintenance of the project and shall pay the State Land Department such sum of money as the Commissioner may determine to be the full value of the flora to be so cut, removed or destroyed. Grantee shall notify the State Land Department and the Arizona Department of Agriculture 30 days prior to any destruction or removal of native plants to allow salvage of those plants where possible.
  5. Grantee shall conduct all construction and maintenance activities in a manner that will minimize disturbance to all land values including, but not limited to vegetation, drainage channels, and streambanks. Construction methods shall be designed to prevent degradation of soil conditions in areas where such degradation would result in detrimental erosion or subsidence. Grantee shall take such other soil and resource conservation and protection measures on the land under grant as determined necessary by the State Land Department.
  6. Grantee shall be required, upon completion of right-of-way construction, to make such rehabilitation measures on the State lands, including, but not limited to, restoration of the surface, revegetation, and fencing as determined necessary by the State Land Department.
  7. Upon revocation or termination of the Right-of-Way, the Grantee shall remove all equipment or facilities and, so far as is reasonably possible, restore and/or rehabilitate the land to its original condition, to the satisfaction of the Commissioner.
  8. Costs incurred by the Grantee in complying with restoration and rehabilitation requirements as determined by the State Land Department on State trust lands shall be borne by the Grantee.

9. Prior to surface disturbance, the Grantee hereof shall provide evidence of archaeological clearance to the Arizona State Land Department. Archaeological surveys and site mitigation must be conducted in accordance with rules and regulations promulgated by the Director, Arizona State Museum. In the event additional archaeological resources are detected by Grantee after receipt of archaeological clearance, all work shall cease and notification shall be given to the Director, Arizona State Museum.
10. THIS DOCUMENT is submitted for examination and shall have no binding effect on the parties unless and until executed by the Grantor (after execution by the Grantee), and a fully executed copy is delivered to the Grantee.
11. IN THE EVENT OF A DISPUTE between the parties to this Agreement, it is agreed to use arbitration to resolve the dispute but only to the extent required by A.R.S. §12-1518; and, in no event shall arbitration be employed to resolve a dispute which is otherwise subject to administrative review by the Department pursuant to statute or Department Administrative Rule.
12. Grantor reserves the right to relinquish to the United States pursuant to the U.S. Act of August 30, 1890, land needed for irrigation works in connection with a government reclamation project.
13. Notice of authority to cancel this contract:  
  
This contract is subject to cancellation pursuant to A.R.S. § 38-511.
14. Native Plant Law:  
  
If the removal of plants protected under the Arizona Native Plant Law is necessary to enjoy the privilege of this Document, the Grantee hereunder must previously acquire the written permission of the Arizona State Land Department and the Arizona Department of Agriculture to remove those plants.
15. The State of Arizona, through its State Land Department, retains ownership of the land. The use of this Right-of-Way is to be non-exclusive. This easement is sold SUBJECT to existing reservations, easements or rights-of-way heretofore legally obtained and now in full force and effect.
16. The Department does not represent or warrant that access exists over other State lands which intervene respectively between this Right-of-Way easement and the nearest public roadway.
17. SUBJECT to the express condition that when the lands cease to be put to the stated purpose, said easement shall cease and terminate. Said termination shall be effected through judicial proceedings instituted by or on behalf of any officer or employee of the State of Arizona in a court of general jurisdiction of the State.

## ENVIRONMENTAL INDEMNITY

Grantee shall protect, defend, indemnify and hold harmless the Grantor from and against all liabilities, costs, charges and expenses, including attorneys' fees and court costs arising out of or related to the presence of or existence of any substance regulated under any applicable federal, state or local environmental laws, regulations, ordinances or amendments thereto because of: (a) any substance that came to be located on the Right-of-Way due to Grantee's use or occupancy of the lands by the Grantee before or after the issuance of the Right-of-Way; or (b) any release, threatened release or escape of any substance in, on, under or from said Right-of-Way that is caused, in whole or in part, by any conduct, actions or negligence of the Grantee, regardless of when such substance came to be located on the Right-of-Way.

For the purposes of this Right-of-Way, the term "regulated substances" shall include substances defined as "regulated substances", "hazardous waste", hazardous substances", "hazardous materials", "toxic substances" or "pesticides" in the Resource Conservation and Recovery Act, as amended by the Hazardous and Solid Waste Amendments of 1984, the Comprehensive Environmental Response, Compensation and Liability Act, the Hazardous Materials Transportation Act, the Toxic Substance Control Act, the Federal Insecticide, Fungicide and Rodenticide Act, the relevant local and state environmental laws, and the regulations, rules and ordinances adopted and publications promulgated pursuant to the local, state and federal laws. This indemnification shall include, without limitation, claims or damages arising out of any violations of applicable environmental laws, regulations, ordinances or subdivisions thereof, regardless of any real or alleged strict liability on the part of Grantor. This environmental indemnity shall survive the expiration or termination of this Right-of-Way and/or any transfer of all or any portion of the Premises and shall be governed by the laws of the State of Arizona.

In the event any such action or claim is brought or asserted against the Grantor, the Grantee shall have the right, subject to the right of the Grantor to make all final decisions with respect to Grantor's liability for claims or damages, (i) to participate with Grantor in the conduct of any further required cleanup, removal or remedial actions and/or negotiation and defense of any claim indemnifiable under this environmental indemnity provision, having reasonable regard to the continuing conduct of the operation/business located on the Premises and (ii) to participate with the Grantor in negotiating and finalizing any agreement or settlement with respect to any such claim or cleanup.

ROAD RIGHT OF WAY ADDITIONAL CONDITIONS  
16-100396

1. Grantee agrees to abide by any applicable County or State air pollution control statutes, rules and regulations, and all other applicable State and Federal laws, rules and regulations.
2. Grantee shall acquire any permits necessary from the Arizona Department of Transportation prior to construction, if required.
3. Grantee shall conduct all construction and maintenance activities in a manner that will minimize disturbance to adjacent land including, but not limited to, effects upon vegetation, drainage channels, and stream banks. Construction methods shall be designed to prevent degradation of soil conditions in areas where such other soil and resource conservation and protection measures on the land under grant or permit as determined necessary by the Commissioner of the State Land Department.
4. Grantee will not alter or cause ponding or any damage up or down stream of any water crossing.
5. Grantee shall not exclude from use the State of Arizona, its lessees or grantees, or the general public the right of ingress and egress over the roadway.
6. If flap gates are used, the State Land Department will not be held liable in the event of an injury.

STATE OF ARIZONA LAND DEPARTMENT  
516 W. ADAMS  
PHOENIX, AZ 85007

RUN DATE: 17-jun-1998  
RUN TIME: 09:51:09

LEASE NUMBER: 016-100396-00-000  
AMENDMENT NUMBER: 0

Page 1

LAND#	LEGAL DESCRIPTION	C.C.	ACREAGE
1.0-N-01.0-W-36-07-030-9008	M&B IN S2S2 (10.50AC) M&B IN S2S2 ( 3.28AC) TCE	0.0	13.780
TOTALS:		0.0	13.780

IN WITNESS HEREOF, the parties hereto have signed this Document effective the day and year set forth previously herein.

STATE OF ARIZONA, GRANTOR  
Arizona State Land Commissioner

By: *Arina Mendez* 8-20-98  
Date

(SEAL)

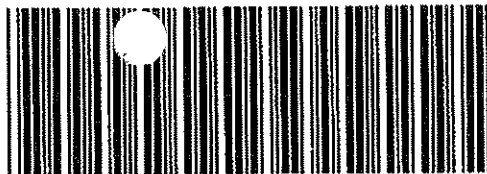
MARICOPA COUNTY AUG 05 1998  
GRANTEE Date

*Janis K. Brewer*  
By Chairman of the Date  
Board of Supervisors

MARICOPA COUNTY

2901 West Durango Street  
Address

Phoenix, Arizona 85009  
City State Zip



WHEN RECORDED RETURN TO:  
Maricopa County Department of Transportation  
Right of Way Division

OFFICIAL RECORDS OF  
MARICOPA COUNTY RECORDER  
HELEN PURCELL

99-0401104 04/28/99 11:18

JANIE 1 OF 1

EXEMPT ARS 42-1614, A3

### SPECIAL WARRANTY DEED

Parcel No.: 400-01-001C  
Project No.: 68832 - 116th Avenue Bridge  
at the Gila River  
Item No.: Z3-0065 (TC)

For the consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, I or we, **PHOENIX SPEEDWAY CORP.**, a Delaware corporation, GRANTORS, do hereby convey to Maricopa County, a political subdivision of the State of Arizona, the following real property situated in Maricopa County, Arizona:

**SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION  
SEE ATTACHED EXHIBIT "B" FOR "RIGHT OF WAY CONTRACT"**

Subject to current taxes and other assessments, reservations in patents and all easements, rights of way, encumbrances, liens, covenants, restrictions, obligations and liabilities as may appear of record and to matters that would be revealed by an accurate survey and inspection of such real property, the GRANTORS warrant the title against all acts of the Grantor herein and none other.

Dated this 6th day of October, 1997.

James C. France  
Grantor

\_\_\_\_\_  
Grantor

Florida  
STATE OF ~~ARIZONA~~ )  
Volusia ) ss.  
COUNTY OF ~~MARICOPA~~ )

Before me, Dawn L. Gilmore, Notary Public in and for said County, State of Florida ~~Arizona~~, on this day personally appeared James C. France known to me to be the person whose name is subscribed to the foregoing instrument as Vice President of the Corporation described in the foregoing instrument, and as such he/she acknowledged to me that he/she executed the same for said Corporation, for the purpose and consideration therein expressed, as its free act and deed and by each of them voluntarily executed.

Given under my hand and seal of office, this 6th day of October, 1997.

My Commission Expires 2/11/2001

Dawn L. Gilmore  
Notary Public (signature)


Recommended for approval Tony Chavez  
Right-of-Way Agent

(See reverse side for approval signatures)




DAWN L. GILMORE  
My Com. Exp. 2/11/2001  
Bonded by Service Ins  
No. CC614791  
Personally Known 11 Other 10

ACCEPTED:  
MARICOPA COUNTY BOARD OF SUPERVISORS

By   
Chairman of the Board

  
Right-of-Way Acquisition Manger

Date OCT 22 1997

ATTEST:  
  
Clerk of the Board of Supervisors



**EXHIBIT "B"**  
**RIGHT OF WAY CONTRACT**

Parcel No.: 400-01-001C  
Project No.: 68832 - 116th Avenue Bridge  
at the Gila River  
Item No.: Z3-0065 (TC)

WHEREAS in consideration hereinafter set forth, it is agreed, that this instrument contains the entire agreement between the Grantor and Maricopa County. No further consideration is being paid than described in this contract.

**THE COUNTY OF MARICOPA AGREES:**

- A. To use the real property described in Exhibit "A" for the general welfare and benefit of the public.
- B. To pay the Grantor the sum of Ten Dollars (\$10.00) as payment in full for the property described in Exhibit "A".

**THE GRANTORS AGREE:**

- 1. To grant a Special Warranty Deed for the real property described in Exhibit "A" to the County of Maricopa for the general welfare and benefit of the public.
- 2. To accept the sum of Ten Dollars (\$10.00) as payment in full for the property described in Exhibit "A".

GRANTOR Jef DATE 10/6/97  
Page 1 of 1  
EXHIBIT "B"

Parcel No.: 400-01-001C  
 Project No.: 68832 - 116th Avenue Bridge at the Gila River  
 Item No: Z3-0065 (TC)

**EXHIBIT "A"**

**Phoenix Speedway Corp., a Delaware corporation**

Two parcels of land lying within the North one-half (N1/2) of Section One (1), Township One (1) South, Range One (1) West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

PARCEL NO. 1: COMMENCING at the Northwest corner of said Section One (1); THENCE South 00°19'13" East along the West line of said Section a distance of 200.966 meters (659.34 feet) to a point on the centerline of Indian Springs Road; THENCE South 89°33'32" East along said centerline a distance of 58.971 meters (193.47 feet) to the Point of Intersection with the centerline of El Mirage Road; THENCE North 00°19'13" West along the centerline of El Mirage Road a distance of 12.031 meters (39.47 feet); THENCE North 89°40'47" East a distance of 12.192 meters (40.00 feet) to a point on the East line of El Mirage Road, said point being also the TRUE POINT OF BEGINNING; THENCE North 00°19'13" East along said East line a distance of 6.587 meters (21.61 feet); THENCE South 89°29'01" East a distance of 72.633 meters (238.30 feet); THENCE North 00°30'59" East a distance of 3.236 meters (10.62 feet); THENCE South 89°29'01" East a distance of 37.577 meters (123.28 feet) to the Point of Curvature of a 680.000 meter (2230.97 foot) radius curve to the left; THENCE 46.068 meters (151.14 feet) along the arc of said curve, through a central angle of 03°52'54"; THENCE North 03°21'55" West a distance of 4.000 meters (13.12 feet) to a point on a 676.000 meter (3317.85 foot) non-tangent radius curve to the left, the radial point bears North 03°21'55" West; THENCE 111.057 meters (364.36 feet) along the arc of said curve, through a central angle of 09°24'46"; THENCE South 12°46'41" East a distance of 2.000 meters (6.56 feet) to a point on a 678.000 meter (2224.41 foot) non-tangent radius curve to the left, the radial point bears North 12°46'41" West; THENCE 200.009 meters (656.20 feet) along the arc of said curve, through a central angle of 16°54'08" to a Point of Tangency; THENCE North 60°19'11" East a distance of 68.501 meters (224.74 feet); THENCE North 29°40'49" West a distance of 4.000 meters (13.12 feet); THENCE North 60°19'11" East a distance of 25.134 meters (82.46 feet) to a Point of Curvature of a 456.000 meter (1496.06 foot) radius curve to the right; THENCE 38.322 meters (125.73 feet) along the arc of said curve, through a central angle of 04°48'54" to the South line of the North 16.764 meters (55.00 feet) of said Section One (1); THENCE South 89°30'52" East along said South line of the North 16.764 meters (55.00 feet) a distance of 42.088 meters (138.08 feet) to a point on the existing Northerly right of way line of Indian Springs Road said point being also a point on a 361.468 meter (1185.92 foot) non-tangent radius curve to the left, the radial point bears South 17°45'54" East;

**EXHIBIT "A"**

Page 1 of 2

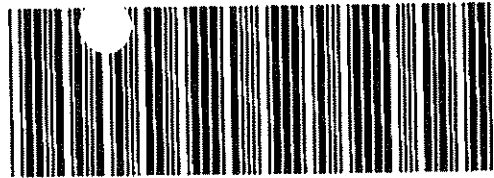
THENCE continuing along said right of way line 75.644 meters (248.18 feet) along the arc of said curve, through a central angle of  $11^{\circ}59'25''$ ; THENCE continuing along said right of way line South  $60^{\circ}14'40''$  West a distance of 94.192 meters (309.03 feet) to a Point of Curvature of a 686.358 meter (2251.83 foot) radius curve to the right; THENCE continuing along said right of way line 361.732 meters (1186.78 feet) along the arc of said curve, through a central angle of  $30^{\circ}11'48''$  to a Point of Tangency; THENCE continuing along said right of way line North  $89^{\circ}33'32''$  West a distance of 110.752 meters (363.36 feet) to the TRUE POINT OF BEGINNING.

PARCEL NO. 2: COMMENCING at the Northwest corner of said Section One (1); THENCE South  $00^{\circ}19'13''$  East along the West line of said Section a distance of 200.966 meters (659.34 feet) to a point on the centerline of Indian Springs Road; THENCE South  $89^{\circ}33'32''$  East along said centerline a distance of 71.326 meters (234.01 feet); THENCE South  $00^{\circ}26'28''$  West a distance of 12.192 meters (40.00 feet) to a point on the existing South line of Indian Springs Road, said point being also the TRUE POINT OF BEGINNING; THENCE along said right of way line South  $89^{\circ}33'32''$  East a distance of 110.427 meters (362.29 feet) to a Point of Curvature of a 710.742 meters (2331.83 foot) radius curve to the left; THENCE continuing along said right of way line 374.583 meters (1228.95 feet) along the arc of said curve, through a central angle of  $30^{\circ}11'48''$ ; THENCE continuing along said right of way line North  $60^{\circ}14'40''$  East a distance of 94.192 meters (309.03 feet) to a Point of Curvature of a 337.084 meter (1105.92 foot) radius curve to the right; THENCE continuing along said right of way line 110.563 meters (362.74 feet) along the arc of said curve, through a central angle of  $18^{\circ}47'34''$  to a point on a 413.236 meter (1355.76 foot) non-tangent radius curve to the left, the radial point bears South  $14^{\circ}30'01''$  East; THENCE 119.060 meters (359.19 feet) along the arc of said curve, through a central angle of  $15^{\circ}10'48''$  to a Point of Tangency; THENCE South  $60^{\circ}19'11''$  West a distance of 25.134 meters (82.46 feet); THENCE South  $29^{\circ}40'49''$  East a distance of 7.236 meters (23.74 feet); THENCE South  $60^{\circ}19'11''$  West a distance of 68.501 meters (224.74 feet) to a Point of Curvature of a 724.000 meter (2375.33 foot) radius curve to the right; THENCE 381.571 meters (1251.87 feet) along the arc of said curve, through a central angle of  $30^{\circ}11'48''$  to a Point of Tangency; THENCE North  $89^{\circ}29'01''$  West a distance of 12.577 meters (41.26 feet); THENCE North  $00^{\circ}30'59''$  East a distance of 7.236 meters (23.74 feet); THENCE North  $89^{\circ}29'01''$  West a distance of 97.143 meters (318.71 feet); THENCE North  $00^{\circ}19'13''$  West a distance of 2.559 meters (8.39 feet) to the TRUE POINT OF BEGINNING

Containing 3.056 acres or 133,106 square feet more or less

(NOTE: 1 meter = 3.2808 feet)

GRANTOR dcf DATE 10/6/97  
EXHIBIT "A"  
Page 2 of 2



OFFICIAL RECORDS OF  
MARICOPA COUNTY RECORDER  
HELEN PURCELL

99-0757873 08/10/99 03:11

BECKY 1 OF 1

WHEN RECORDED RETURN TO:  
Maricopa County Department of Transportation  
Public Works Land and Right of Way Division

EXEMPT ARS 42-1614, A3

### WARRANTY DEED

Parcel Nos.: 500-69-011L (all) & 011N (all)  
Project No.: 68832 - 116th Avenue Bridge  
At the Gila River  
Item No.: Z1-1000 (TC)

For the consideration of the sum of Ten Dollars (\$10.00), we, William L. Amator and Evelyn J. Amator, his wife, GRANTORS, do hereby convey to Maricopa County, GRANTEE, a political subdivision of the State of Arizona, the following real property situated in Maricopa County, Arizona:

#### SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION

Subject to current taxes and other assessments, reservations in patents and all easements, rights of way, encumbrances, liens, covenants, restrictions, obligations and liabilities as may appear of record, the GRANTORS warrants the title against all persons whomsoever.

Dated this June day of 10, 1999.

William L. Amator  
Grantor William L. Amator

Evelyn J. Amator  
Grantor Evelyn J. Amator

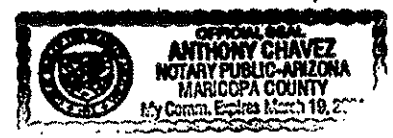
STATE OF ARIZONA )  
 )ss.  
COUNTY OF MARICOPA )

The foregoing instrument was acknowledged before me this 10 day of June, 1999, by William L. Amator and Evelyn J. Amator, his wife.

My Commission Expires March 19, 2001

Anthony Chavez  
Notary Public (signature)

Recommended for approval Anthony Chavez  
Right-of-Way Agent



ACCEPTED:  
MARICOPA COUNTY BOARD OF SUPERVISORS

By John Stapley  
VICE Chairman of the Board

Eric S. [Signature]  
Right of Way Acquisition Manager

Date 7/26/99

ATTEST:  
[Signature]  
Clerk of the Board of Supervisors

Parcel No. 500-69-011L & 011N  
 Project No. 68832  
 116<sup>th</sup> Avenue Bridge at the Gila River  
 Item No. Z1-1000 (T.C.)

WILLIAM L. AMATOR and EVELYN J. AMATOR, his wife

That part of the Southeast quarter of the Southeast quarter of the Northeast quarter (SE1/4 of the SE1/4 of the NE1/4) of Section 36, Township 1 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona; lying south of the most southerly line of a parcel described in Record No. 84-026119, Maricopa County Records, said line being described as follows:

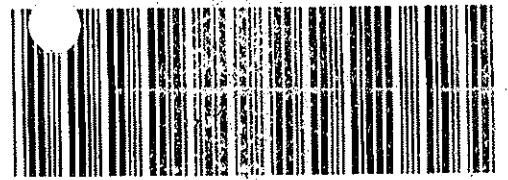
Beginning at the Northeast corner of the South half of the Northeast quarter of the Southeast quarter of the Northeast quarter (S1/2 of the NE1/4 of the SE1/4 of the NE1/4) of said Section 36; Thence, along the east section line South 00° 07' East 50.70 feet; Thence, South 89° 53' West 55.00 feet to the West line of the East 55.00 feet of said Section 36; Thence, along said line South 00° 07' East 510.00 feet to the beginning of said southerly line; Thence, South 81° 04' 43" West 597.37 feet to a point on the West line of the Southeast quarter of the Southeast quarter of the Northeast quarter of said section;

EXCEPT, the South 37.6 feet of said SE1/4 of the SE1/4 of the NE1/4.

MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION		
Prelim:	Chk:: <i>WML</i>	Appr: <i>WML</i> 5-14-99
Rev.:		Final:
Maricopa County Public Works Land & R/W Division		

GRANTOR *W. A.* DATE *6-10-99*

WHEN RECORDED RETURN TO:  
Maricopa County Department of Transportation  
Public Works Lands and Right-of-Way Division  
2901 West Durango Street  
Phoenix, Arizona 85009



OFFICIAL RECORDS OF  
MARICOPA COUNTY RECORDER  
HELEN PURCELL

00-0197043 03/16/00 09:40

BECKY 4 OF 4

**MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION  
Public Works Lands and Right-of-Way Division**

**CAPTION HEADING: TEMPORARY CONSTRUCTION EASEMENT AND AGREEMENT FOR  
HIGHWAY PURPOSES**

**Project No. 16092; Item No. W-6210-1**

**DO NOT REMOVE  
THIS IS PART OF THE OFFICIAL DOCUMENT**

**THIS DOCUMENT IS BEING RE-RECORDED FOR THE SOLE PURPOSE OF ATTACHING  
THE CORRECT LEGAL DESCRIPTION ON DOCUMENT PREVIOUSLY RECORDED IN  
RECORDER NO. 99-1083661**

CITY OF MARICOPA PUBLIC WORKS AGENCY

02 949431  
2/15 (SI-0451A)

D19804.002

WHEN RECORDED RETURN TO:  
Maricopa County Department of Transportation  
Public Works Land and Right of Way Division

OFFICIAL RECORDS OF  
MARICOPA COUNTY RECORDER  
HELEN PURCELL  
99-1083661 11/30/99 05:00  
DEBORAH 36 OF 41

## TEMPORARY CONSTRUCTION EASEMENT AND AGREEMENT FOR HIGHWAY PURPOSES

Parcel No.: 402-21-007N  
Project No.: 16092, Main Street (Gila Bend)  
(Washington St. to Business I-8)  
Item No.: W-6210-1 (RW)

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, <sup>PER</sup> REYMONDO G. GONZALEZ, JR., as married man, dealing with his sole and separate property, GRANTOR, for and in consideration of the sum of One Hundred Seventy Five and no/100 Dollars (\$175.00) and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant and convey to MARICOPA COUNTY, a political subdivision of the State of Arizona, its successors, and assigns, a Temporary Easement on, over, under and across the ground embraced within a parcel of land situated in the County of Maricopa, State of Arizona, and described as follows:

### SEE EXHIBIT "A" FOR LEGAL DESCRIPTION

That said Temporary Easement is granted for use of the above described property during the construction of the improvement of a public highway.

That the undersigned shall not incur any expense as a result of the use of the above described property by Maricopa County, and that the property shall be used during the period of construction of: Project Number 16092.

That Maricopa County shall hold the Grantors harmless in case of any accident arising on and during the use of the above described property until the completion of the aforementioned project.

(See Reverse Side for Agreement and Signatures)

NOW THEREFORE, in consideration of the same and further consideration hereinafter set forth, it is agreed, that this instrument contains the entire agreement between the parties hereto and there being no further consideration paid than herein specified.

**THE COUNTY OF MARICOPA AGREES:**

- A. To use the property described herein for the general welfare and benefit of the public.
- B. That, if in the opinion of the Transportation Director it becomes necessary, private structures will be relocated in kind to the Grantor's property, clear of the property described herein, at no expense to the Grantor except as may be herein otherwise agreed.
- C. To perform all of the road construction for Project Number 16092 at no cost to the Grantor.

**THE GRANTOR AGREES:**

- 1. To grant a temporary construction easement for the property described herein to the County of Maricopa and/or its agents for the general welfare and benefit of the public.
- 2. To accept the sum of One Hundred Seventy-Five and no/100 Dollars (\$175.00), as payment in full for the this easement.
- 3. That the County, or its agents, are hereby granted the right to enter upon the remaining property of the Grantor for the purpose of accomplishing "B" and "C" above.
- 4. That, upon the Grantor's signing of this Warranty Deed, the County and/or its agents shall have immediate use of the property described herein.

Dated this 5th day of October, 1999.

[Signature]  
Grantor

STATE OF ARIZONA )  
(ss. )  
COUNTY OF MARICOPA )

The foregoing instrument was acknowledged before me this 5th day of October, 1999 by Raymundo Gonzalez  
My Commission Expires 1-12-2000

[Signature]  
Notary Public (Signature)

Recommended for approval [Signature]  
Right-of-Way Agent

ACCEPTED  
MARICOPA COUNTY BOARD OF SUPERVISORS  
[Signature]  
Chairman of the Board

[Signature]  
Right of Way Acquisition Manager

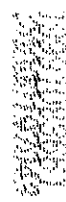
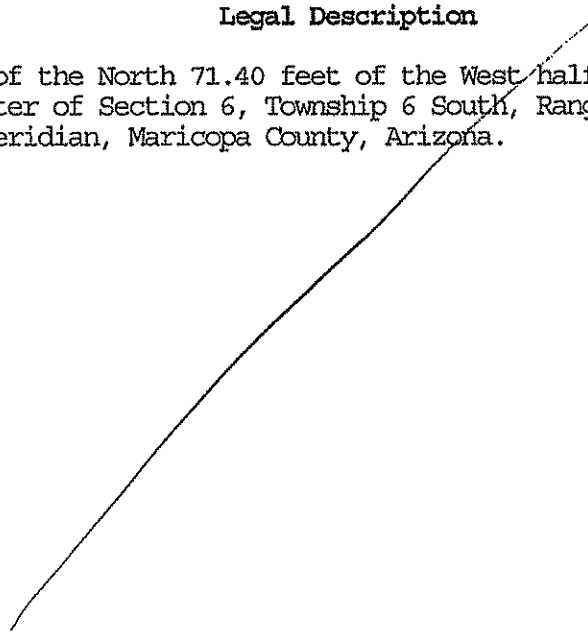
ATTEST:  
[Signature]  
Clerk of the Board of Supervisors  
DEPUTY

Date NOV 02 1999



**Legal Description**

The South 16.40 feet of the North 71.40 feet of the West half of the Northwest quarter of the Northeast quarter of Section 6, Township 6 South, Range 4 West, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.



**PARCEL NO.: 402-21-07N**  
**PROJECT NO. 16092**  
Main Street – Washington Ave. to Business I-8  
Item No. W-6210-1 (RW)

STANDARD

**EXHIBIT 'A'**

A portion of the Northeast quarter of Section Six (6), Township Six (6) South, Range Four (4) West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

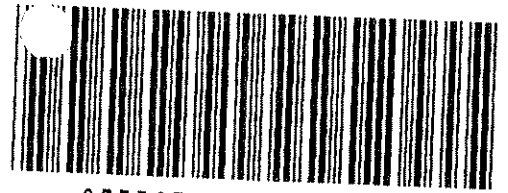
The the South 16.40 feet of the North 71.40 feet of that certain property described in Recorders Number 93-474319, Maricopa County Recorders Office.

The above described parcel contains 5,412.0 square feet or 0.1242 acre.

<b>MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION</b>		
Prelim: 11-2-98	Chk: <i>11/7 12/3/98</i>	Appr: <i>T. [unclear] 10-98</i>
Rev:		Final:
Maricopa County Public Works Land & R/W Division		Titles & Right-of-way

GRANTOR *RW* DATE *10-5-97*

When recorded mail to:



OFFICIAL RECORDS OF  
MARICOPA COUNTY RECORDER  
HELEN PURCELL  
00-0197043A 03/16/00 09:40

JOANN

---

**CAPTION HEADING:** \_\_\_\_\_

DO NOT REMOVE

**This is part of the official document.**

WHEN RECORDED RETURN TO  
Maricopa County Department  
Of Transportation  
Right of Way Division

**LICENSE**

Salt River Project License No.: 01880-0  
Salt River Project File No.: 1359  
License Date: August 19, 1999

Parcel No.:101-43-006A  
Project No.:69017 115<sup>th</sup> Ave Bridge  
Buckeye Feeder Ditch  
(Chambers St to Roeser Rd)

**1. License Granted:**

WHEREAS, it is understood by the parties hereto that Licensor manages the Licensed Property pursuant to contracts with the United States, which assign to Licensor the responsibility and authority for the care, operation, maintenance and management of the Salt River Reclamation Project (Reclamation Project), of which the Licensed Property is a part, and;

WHEREAS, Licensor is willing to consent to Licensee's use of the Licensed Property in a manner that does not in any way compromise the contractual obligation or authority of Licensor to manage the Reclamation Project.

For valuable consideration acknowledged and received by Licensor, the **SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT**, an agricultural improvement district organized and existing under the laws of the State of Arizona ("Licensor"), grants **MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION**, a political subdivision ("Licensee"), a revocable License conveying the nonexclusive right and privilege to enter upon and use certain real property, the Licensed Property, (as defined below) under the following terms and conditions.

**2. Purpose:**

Licensee shall make the Licensed Property available for use by the general public and may use the Licensed Property only for ingress and egress of residential traffic. Licensee shall not use the Licensed Property for any other purpose without the prior written approval of Licensor.

**3. Licensed Property:**

The Licensed Property shall mean: the east maintenance road of the Buckeye Feeder located in that portion of the Northwest quarter of the Southwest quarter of Section 30, Township 1 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

**4. License Fee's and Default of Payment:**

4.1 All amounts paid by Licensee to Licensor as a result of damages, costs, expenses and sums incurred by Licensor hereunder as a result of Licensee's default shall be deemed to be amounts due.

4.2 Any payment due under this License that is not paid within 30 days after notice of such default shall bear interest from the date such payment was due at a rate that is equal to the "prime rate" which means the "prime rate" announced and published from time to time by Bank One of Arizona ("Bank One"), or if Bank One ceases to announce and publish a "prime rate", then the "prime rate" as published and announced from time to time by Wells Fargo Bank ("WFB"), or if WFB ceases to announce and publish a "prime rate", or index rate mutually selected by Licensor and Licensee, which Licensor and Licensee, in their reasonable discretion, deem comparable to such "prime rate".

4.3 Within 30 days of receipt of an invoice therefore, Licensee shall pay any incremental increase in Licensor's operation and maintenance costs on the Licensed Property resulting from Licensee's exercise of its rights hereunder; Licensor shall incur no liability for any costs of repairing or replacing Licensee's improvements within the Licensed Property, damaged as a result of Licensor's operation and maintenance of its facilities, unless due to negligent or willful acts or omissions of Licensor or its agents or employees.

4.5 In the event of non-payment by Licensee of any amount due hereunder, Licensor's remedies shall include, though not be limited to the collection of past due amounts and termination of this License.

**5. Term:**

The term of this License shall be for six (6) months beginning August 23, 1999 and ending February 29, 2000.

**6. Rights of the United States of America:**

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

("Association") and Licensor regarding the management, care, operation and maintenance of the Reclamation Project.

**7. Assignment:**

Licensee shall not assign this License, in whole or in part, without Licensor's prior written consent, and absent such consent, any attempted assignment shall be void. Licensor shall not withhold or delay consent unreasonably. Licensee shall make all requests for Licensor's consent to an assignment, modification or amendment of this License in writing and shall accompany each request with a non-refundable service charge of Two Hundred Fifty and No/100 Dollars (\$250.00). This Section 7 shall not prohibit Licensee from delegating its responsibilities hereunder to third parties. However, such delegation shall not relieve Licensee of its obligations to Licensor pursuant to this License, nor restrict Licensor's remedies against Licensee in the event of Licensee's default on such obligations.

**8. Termination of the License:**

8.1 If a party (the "Defaulting Party") fails to make payment required herein or perform a material obligation under this License within 30 days after written notice is given to the Defaulting Party of its failure to perform such obligation on the date when such performance was due (or, if such default cannot reasonably be cured within 30 days, then within such longer period as is determined by the non-defaulting party to be necessary to cure such default, provided the Defaulting Party commences to cure such default within the 30 day period), then, upon the expiration of the applicable cure period, the non-defaulting party may terminate this License upon not less than 30 days prior written notice to the Defaulting Party (such notice of termination must be in addition to the notice of default).

8.2 Either party may terminate this License without cause upon not less than 360 days written notice; provided, however, that each party will exercise this right in good faith and will not act arbitrarily.

8.3 In the event either party terminates this License, Licensee shall, unless Licensor otherwise provides, remove, at Licensee's own cost, within ninety (90) calendar days after written notice from Licensor, any improvements placed on the Licensed Property by Licensee, its directors, officers, employees, or agents, and restore the Licensed Property to the condition in which it existed on the date this License was executed, subject to improvements to the Licensed Property made by parties other than Licensee. If Licensee has failed to remove any of the improvements that it is required to move or fails to restore the Licensed Property within such ninety (90) day period, Licensee shall reimburse Licensor for the reasonable costs incurred by Licensor for the removal or storage of Licensee's improvements and restoration of the Licensed Property. Licensee shall release Licensor, Association and U.S.A. from all damages resulting to Licensee as a result of such removal, storage, or restoration. The provisions of this Section 8.3 shall survive termination of this License.

**9. Maintenance of Licensed Property & Interface with Licensor's Use of Licensed Property:**

9.1 Licensee, at its own expense, shall maintain all of the Licensed Property in reasonably good, sanitary and safe condition. Subject to the conditions set forth herein, Licensor reserves to itself, Association and the U.S.A., a right of access to the Licensed Property for the construction, use, operation, maintenance, relocation and removal of any existing and future electric or water distribution or transmission facilities. Any such construction, use, operation, maintenance, relocation or removal shall be performed in a manner designed to avoid, to the extent feasible, disturbance to Licensee's improvements and Licensee's and the general public's use and enjoyment of the Licensed Property. Licensor shall give Licensee at least ninety (90) days prior written notice of any such construction, use, operation, maintenance, relocation or removal that will materially disrupt the Licensee's or the general public's use and enjoyment of the Licensed Property or the Licensee's improvements; provided, however, that such notice may be given in such shorter period as Licensor determines to be reasonable under prevailing circumstances, or with no notice in the event of an emergency where no notice is feasible. Nothing in this License shall be construed to deny or lessen the powers and privileges granted Licensor by the laws of the State of Arizona and the U.S.A. Licensor shall not be liable to Licensee for any damage to Licensee's improvements located upon the Licensed Property, unless due to negligent or willful acts or omissions of Licensor or its agents or employees.

9.2 If Licensee defaults in the performance of the obligations set forth in Section 9.1, and Licensor gives notice of the default, Licensee shall correct such default to the reasonable satisfaction of Licensor within the required period of time set forth in the notice of default (the "Correction Period"), which period of time shall be reasonable under the circumstances. If Licensee fails to correct the default within the Correction Period, Licensor may take any action reasonably determined by Licensor to be necessary to correct such default, including without limitation making any repair or modification to or removing any of the Licensee's improvements. Licensee shall reimburse Licensor for the reasonable costs it incurs to correct such default within thirty (30) calendar days after Licensor presents Licensee with a statement of such costs. Licensee shall release Licensor, Association and U.S.A. from all damages resulting to Licensee from the correction of such default, including, without limitation, those damages arising from all repairs or modifications to or removal of any of Licensee's improvements.

**10. Nonexclusive Rights:**

This License is nonexclusive and nothing herein shall be construed to prevent or restrict Licensor from granting other privileges to use the Licensed Property in a manner not inconsistent with Licensee's use of the Licensed Property in accordance with this License.

**11. Existing Easements and Licenses:**

This License is subject to all existing encumbrances of record, including easements and licenses. It shall be Licensee's obligation and responsibility to ascertain the rights of all third parties in the Licensed Property. Licensor consents only to the use of the Licensed Property for the purposes described herein. Nothing in this License shall be construed as Licensor's representation, warranty, approval or consent regarding rights in the Licensed Property held by other parties, except as have been created by Licensor. Licensee shall indemnify and hold Licensor harmless from any liability arising out of any dispute or claim regarding actual or alleged interests in the Licensed Property, affecting Licensee's interests created herein.

**12. Indemnification:**

To the extent not prohibited by law, specifically including but not limited to Article IX, Section 7 of the Arizona Constitution if applicable, Licensee, its successors and assigns, shall indemnify, release and hold harmless Licensor, Association and the United States of America, and the directors, officers, employees, agents, successors and assigns thereof against and from any claim, demand, lawsuit or action of any kind for damages or loss, whether such damage or loss is to person or property, arising out of: (a) negligent or otherwise wrongful acts or omissions of Licensee, its agents, contractors, officers, directors, or employees; (b) Licensee's use or occupancy of the Licensed Property for the purposes contemplated by this License, including but not limited to claims by third parties who are invited or permitted onto the Licensed Property, either expressly or impliedly, by Licensee or by the nature of Licensee's improvements or other use of the Licensed Property pursuant to this License; or (c) Licensee's failure to comply with or fulfill its obligations established by this License or by law. Such obligation to indemnify shall extend to and encompass all costs incurred by Licensor in defending against such claims, demands, lawsuits or actions, including but not limited to attorney, witness and expert fees, and any other litigation related expenses. Licensee's obligation pursuant to this Section 12 shall not extend to claims, demands, lawsuits or actions for liability attributable to the sole exclusive negligence or willful action of Licensor, its directors, officers, employees, agents, successors or assigns, for which Licensor shall indemnify Licensee, to the same extent of obligation as provided for Licensee's indemnification of Licensor provided herein. The provisions of this Section shall survive termination of this License.

**13. Insurance:**

Without limiting any liabilities or any other obligations of Licensee, Licensee shall provide and maintain, with forms and insurers acceptable to Licensor, and until all obligations under the License are satisfied, the minimum insurance coverages, as follows:

13.1 If applicable, worker's compensation insurance to cover obligations imposed by applicable federal and state statutes and employer's liability insurance with a minimum limit of One Million and No/100 Dollars (\$1,000,000.00).



13.2 Commercial general liability insurance with a minimum combined single limit of Two Million and No/100 Dollars (\$2,000,000.00) each occurrence. The policy shall include coverage for bodily injury liability, property damage liability, personal injury liability, and contractual liability for liability assumed under this License. The policy shall contain a severability of interests provision.

13.3 Comprehensive automobile liability insurance with a combined single limit for bodily injury and property damage of not less than One Million and No/100 Dollars (\$1,000,000.00) each occurrence with respect to Licensee's vehicle, whether owned, hired or non-owned, assigned to or used in the performance of the work.

13.4 The policies required by Sections 13.2 and 13.3 hereof shall be endorsed to include Licensor, members of its governing bodies, its officers, agents and employees as additional insureds and shall stipulate that the insurance afforded for Licensor, members of its governing bodies, its officers, agents and employees shall be primary insurance and that any insurance carried by Licensor, members of its governing bodies, its officers, agents or employees shall be excess and not contributory insurance.

13.5 Licensee and its insurers providing the required coverages shall waive all rights of subrogation against Licensor and members of its governing bodies, its officers, agents and employees for matters arising out of this License that are covered by insurance.

13.6 Prior to commencing any work, Licensee shall furnish Licensor with Certificates of Insurance as evidence that policies providing the required coverages, conditions and limits are in full force and effect. Such certificates shall provide that not less than thirty (30) days advance notice of cancellation, termination, or alteration shall be sent directly to Licensor addressed as follows:

Supervisor, Property Management, PAB348  
Salt River Project  
P.O. Box 52025  
Phoenix, Arizona 85072-2025

13.7 In lieu of providing for all or any specified insurance coverage by policy, Licensee shall have the option to self-insure the minimum limits set forth above by providing to Licensor, for its approval, evidence of Licensee's financial ability to self-insure.

#### **14. Construction:**

14.1 Licensee shall fax to Licensor a sketch showing the improvements prior to construction. Prior to the signing of this agreement, Licensor shall approve sketch.

14.2 Licensee's improvements constructed, installed, operated and maintained on the Licensed Property shall not interfere with Licensor's use of Licensor's existing or any future irrigation or electric facilities on or adjacent to the Licensed Property.

14.3 Licensor may request Licensee to alter the scheduling of construction undertaken pursuant to Section 14.1 but only when and to the extent necessary to prevent any material interference with Licensor's use of the Licensed Property.

14.4 If relocation of Licensee's materials, facilities, or improvements is necessitated by Licensor's use of existing facilities or the construction of improvements by or on behalf of Licensor, Licensee shall bear the entire actual cost of relocating said materials, facilities and improvements.

14.5 Licensor shall not exercise its right to require relocation of Licensee's facilities, materials, and improvements in an unreasonable or arbitrary manner, and warrants to Licensee that as of the date of this License, relocation of Licensee's facilities is not expected or anticipated as a result of Licensor's existing plans for the Licensed Property.

**15. Permits, Statutes and Codes:**

Licensee shall comply with all requirements of all statutes, acts, ordinances, regulations, codes, and standards of legally constituted authorities with jurisdiction, applicable to Licensee's use of the Licensed Property. Licensee shall obtain or cause to be obtained at its expense, all permits, approvals and authorizations required by Licensee's actions pursuant to this License.

**16. Licensor's Right to Inspect:**

16.1 Licensor may enter any part of the Licensed Property at all reasonable times to make an inspection thereof. During any construction by Licensee, Licensor may inspect all trenching, backfilling and other related construction activity that potentially affects Licensor's facilities and requires conformance with all Licensor's requirements and specifications related thereto.

16.2 Licensee shall release Licensor, Association and the U.S.A. from any claims for damages arising out of any delay caused by Licensor in permitting or inspecting any work on the Licensed Premises. The provisions of this Section shall survive termination of this License.

**17. Service of Notice:**

All notices and demands required or permitted by this License shall be in writing and shall be deemed to have been given properly when (i) sent by certified mail (postage fully prepaid) to the respective address below or to such other address furnished by either party to the other pursuant to this Section; or (ii) delivered personally to either party hereto.

**Notices to Licensor**

Attn: Supervisor, PAB348  
 SALT RIVER PROJECT  
 Property Management Division  
 P.O. Box 52025  
 Phoenix, AZ 85072-2025

**Notices to Licensee**

Attn: Kent Hamm  
 Operations Divisions Manager  
 Maricopa County Dept. of Transportation  
 2901 W. Durango St.  
 Phoenix, AZ 85009

**18. Waiver:**

No waiver by either party of any breach of any of the covenants or conditions of this License which are to be performed by the other party shall be construed as a waiver of any succeeding breach of the same or any other covenant or conditions.

**19. Attorneys' Fees Upon Default:**

If either party brings or defends any legal action, suit or proceeding based on rights or obligations arising from this License, the successful party shall be entitled to recover reasonable litigation expenses, court costs and reasonable attorneys' fees, as determined by a court, in any such action, suit or proceeding. The foregoing shall not in any way limit or restrict any other right or remedy at law or equity otherwise available to such party.

**20. Force Majeure:**

If either party is rendered unable, wholly or in part, by force majeure to carry out its obligations under this License, other than the obligation of Licensee to make payments of amounts due hereunder, then the obligations of both Licensee and Licensor, so far as they are affected by such force majeure, shall be suspended during the continuance of any inability so caused, but for no longer period, and such cause shall so far as possible be remedied within a reasonable time. The term "force majeure" as used herein shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemies, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, interruptions by government not due to the fault of the parties, civil disturbances, explosions, or unforeseeable action or nonaction by governmental bodies in approving the applications for approvals or permits or any material change in circumstances arising out of legislation, regulation or litigation. Nothing in this Section shall require Licensor to settle a strike.

**21. Entire Agreement; Changes After Execution:**

This License, including its specified addenda and exhibits, if any, constitutes the entire agreement between the parties, and any amendment hereto must be in writing, signed by both parties.

**22. Water Damage:**

Except when the result of the negligent or willful act or omission of Licensor or its directors, officers, employees, agents or assigns, neither Licensor, Association nor the U.S.A. shall be liable for any loss sustained by Licensee, its officers, employees, agents or invitees on the Licensed Property because of water damage resulting from any source whatsoever, including, but not limited to, flood, drainage or run-off, irrespective of any prior knowledge by Licensor of the possibility of such flood, drainage or run-off, arising from or in connection with the operation or maintenance of any Reclamation Project dam, canal or other facility.

**23. Transactional Conflict of Interest**

The parties hereto acknowledge that this License is subject to the cancellation provisions of A.R.S. § 38-511.

**24. Approvals**

Each party agrees that if any consent or approval shall be required of such party, such consent or approval shall not be unreasonably withheld.

**25. Reservation of Remedies**

Unless otherwise provided herein, each party shall have available to it, all remedies provided by law or equity.

**26. Archaeological and Environmental Compliance**

26.1 Licensee shall notify Licensor's staff archaeologist should any cultural resources or human remains be found on the Licensed Property, and when appropriate, shall be responsible for other notifications and legal requirements as required by the Archeological Resource Protection Act and the Native American Graves Protection and Repatriation Act and ensuing 43 CFR 10 regulations. All costs are the responsibility of the Licensee.

26.2 Licensee hereby assumes and accepts all liability and responsibility for initiation and completion of response, cleanup, and corrective and remedial action, and the cost thereof, required on the Licensed Property and any other affected premises due to any action taken by Licensee, its agents, officers, directors, or employees that results in release of any hazardous substance within the meaning of the Federal Comprehensive Environmental Response, Compensation and Liability Act -- 42 U.S.C. § 9601 et seq., or the Arizona Environmental Quality Act -- A.R.S. § 49-101 et seq., as such laws have been or are amended from time to time, or regulated substance within the meaning of Subtitle I of the Federal Resource

Conservation and Recovery Act (Underground Storage Tanks) -- 42 U.S.C. § 6991a et seq., or the Arizona Underground Storage Tank Law -- A.R.S. § 49-1001 et seq., as such laws have been or are amended from time to time. This Section 26.2 shall survive termination of this License.

**27. Miscellaneous**

27.1 Licensee to install Jersey barricades or appropriate safety measures as agreed upon pursuant to Section 14.1, a minimum of 12" clear of the "top of ditch bank", using precautions so that spoil/debris does not enter ditch. Barricades or other appropriate safety measures shall be removed at License termination.

27.2 Licensee shall address dust control on maintenance road pursuant to appropriate County standards.

27.3 Licensor shall be responsible for returning County right of way at 115<sup>th</sup> Ave. and Roeser and 115<sup>th</sup> Ave. and Chambers to its original condition once the removal of the culverts is complete.

27.4 Licensor shall grade the east maintenance road to meet Licensor standards prior to construction.

IN WITNESS WHEREOF, the parties hereto have executed this License this 25<sup>th</sup> day of August, 1999.

LICENSOR:

SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT

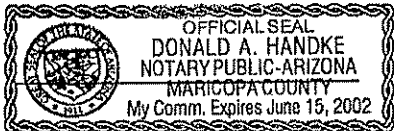
By: *Linda M. Huber*  
Its: *Land Agent*

STATE OF ARIZONA     )  
  ) ss.  
County of Maricopa     )

On this 25<sup>th</sup> day of August, 1999, the foregoing instrument was acknowledged before me by *Linda Huber*, a *Land Agent* of the Land Department, SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT DISTRICT, an agricultural improvement district organized and existing under the laws of the State of Arizona ("SRP"), on behalf of SRP.

*Donald A. Handke*  
Notary Public

My Commission Expires:



20000197043A

IN WITNESS WHEREOF, MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION, a political subdivision of the State of Arizona, has caused its name to be executed by its duly authorized representative(s) this \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_.

LICENSEE:

MARICOPA COUNTY, a political subdivision of the State of Arizona

By: S.R. Holverson

Its: Superintendent of Streets

STATE OF Arizona )  
 ) ss.  
COUNTY OF Maricopa )

On this 24 day of August, 1999, before me, the undersigned, personally appeared S.R. Holverson, the \_\_\_\_\_, of MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION, a political subdivision of the State of Arizona, and such authorized representative(s) acknowledged that this document was executed on behalf of the corporation for the purposes therein contained.

My Commission Expires:

June 6, 2002

Kenneth W. Johnson  
Notary Public

\_\_\_\_\_  
(Notary Stamp/Seal)

