

MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION

Exhibit for the

Arizona Navigable Stream Adjudication Commission



AGGOBINDO

FOUR PART FOLDERS

15004 RED LETTER SIZE

714 GRAY LETTER SIZE

16004 RED LEGAL SIZE

16014 GRAY LEGAL SIZE

SIX BALT FOLDERS

15006 RED LETTER BOX

GRAY LETTER SIZE

16006 RED LEGAL SIZE

16016 GRAY LEGAL STZE

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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.

Roadway	Location	Map Parcel
115 th Avenue	Southern Ave Baseline Rd.	#1 A
107 th Avenue	Southern Ave GRIC* Boundary	#1A
91 st Avenue	Southern Ave Baseline	#1A
67 th Avenue	Roeser Ave Southern Ave.	#2A
51 st Avenue	Broadway Rd Southern Ave.	#2A
Hayden Road	1 st Street - Gilbert Drive	#3A
Alma School Road	McKellips Rd Red Mtn Fwy	#4A
McKellips Road	Alma School Rd Red Mtn Fwy	#4A
Gilbert Road	Indian School Rd. (alignment) - Thomas Rd	l. #4A

^{*} Gila River Indian Community

Arizona Navigable Stream Adjudication Commission Exhibit Index of Supporting Documents

Panel 1A

Recording Number	MCDOT X-Ref	Description
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
01-0831175	D20001	Easement
Dkt 3851 Pg. 533	D5452	Easement
Dkt 4873 Pg. 265	D6377	Easement
Dkt 4738 Pg. 496	D6262	Easement
85-013963	D16167	Easement
Dkt 4887 Pg. 36	D6415	Easement
Dkt 9737 Pg. 817	D11012	Easement
- -		

88-615943	D17622	Easement
85-1329972	D16288	Easement
97-685229	D16317	Easement
90-034739	D18050	Easement
90-034738	D18134	Easement
Dkt 16091 Pg. 225	D15301.000	Easement
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
Dkt 16109 Pg. 980	D15309.001	Easement
Dkt 16109 Pg. 987	D15310.000	Easement
Dkt 16109 Pg. 982	D15310.001	Easement
Dkt 16109 Pg. 985	D15311.000	Easement
83-065285	D15508	Easement
87-585641	D16918	Easement
83-161924	D16918.001	Easement
97-208945	D19275.000	Easement
97-208946	D19275.001	Easement
97-573359	D19313.001	Final Order of Condem
98-724652	D19314.005	Final Order of Condem
98-547753	D19315.004	Final Order of Condem
98-0086144	D19316.004	Final Order of Condem
97-0396194	D19336	Easement
97-0396195	D19337	Easement
97-0425427	D19338.000	Easement
97-396193	D19341	Easement
99-0673484	D19342.000	Easement
98-486565	D19343	Easement
97-425422	D19344.000	Deed
97-0425420	D19345	Deed
97-0566498	D19369	Deed
97-536740	D19374.000	Deed
97-0584160	D19381	Deed
97-0656466	D19393.000	Deed
97-749908	D19426	Deed
98-031604	D19443	Deed
29-103195(State Land Right of Entry)	D19454	Right of Entry
98-0595345	D19501	Deed
98-0449418	D19521	Easement
99-401104	D19635	Deed
99-757873	D19723	Deed
00-0197043A	D19912	Easement

Panel 2A

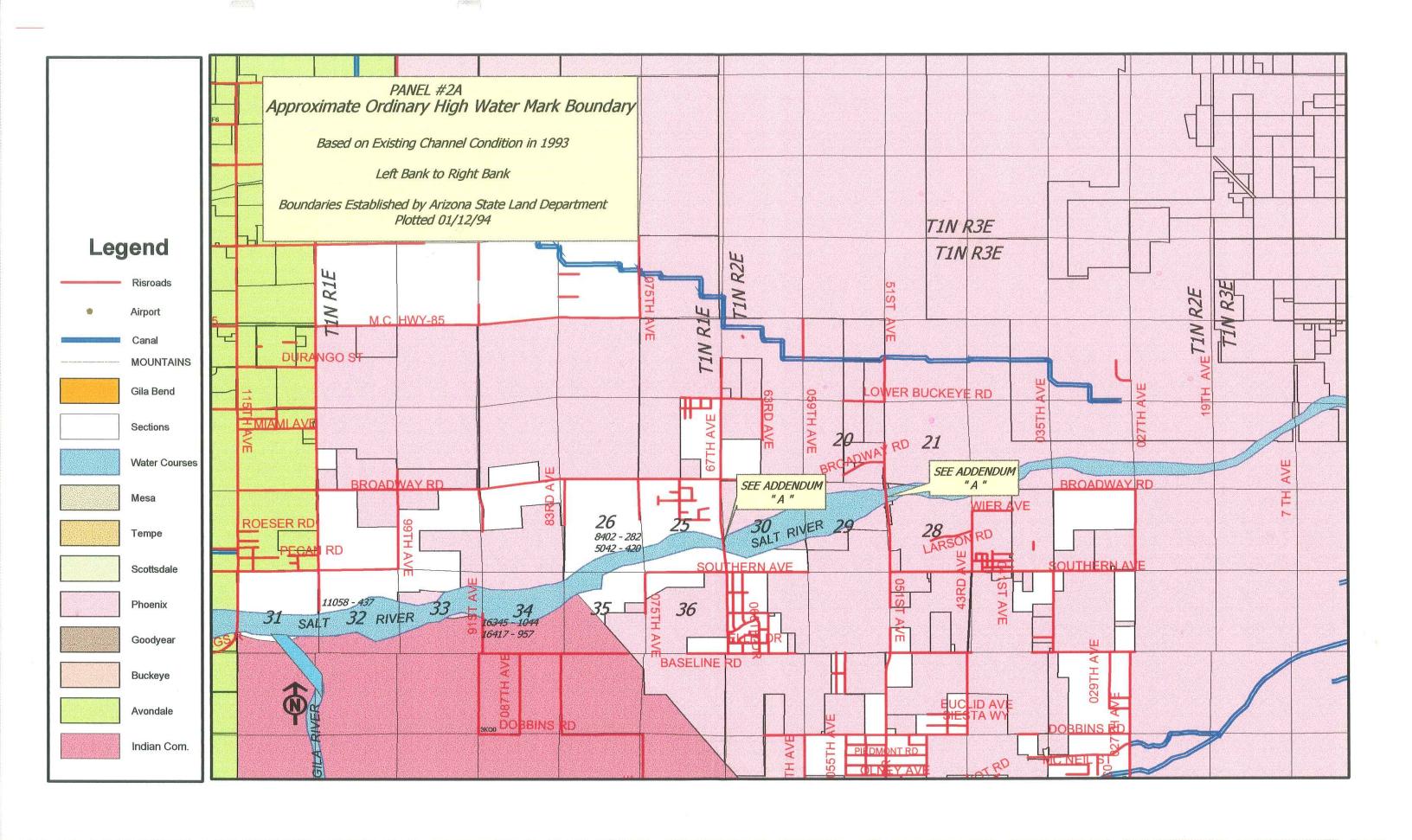
Recording Number	MCDOT X-Ref	Description
Dkt 16038 Pg. 284	D-15275	Easement
Dkt 16038 Pg. 286	D-15276	Easement
Dkt 15442 Pg. 067	D-15009	Easement
Dkt 2272 Pg. 245	D-02510	Quit Claim Deed
Dkt 15786 Pg. 704	D-15191	Easement
Dkt 16007 Pg. 1130	D-15268	Easement
Dkt 16038 Pg. 282	D-15274	Easement
Dkt 13834 Pg. 1048	D-14312	Easement
Dkt 15442 Pg. 056	D-15004	Easement
Dkt 15961 Pg. 1252	D-15256	Easement
88-162269	D-17395	Easement
Dkt 16038 Pg. 289	D-15277	Easement
Dkt 3921 Pg. 219	D-05529	Easement
Dkt 2994 Pg. 368	D-04419	Easement
01-0831175	D-20001	Easement
Dkt 3851 Pg. 533	D-05452	Easement
Dkt 4873 Pg. 265	D-06377	Easement
Dkt 4738 Pg. 496	D-06262	Easement
85-013963	D-16167	Easement
Dkt 4887 Pg. 036	D-06390	Easement
Dkt 3683 Pg. 029	D-05309	Easement
Dkt 8364 Pg. 170	D-09926	Easement
Dkt 14793 Pg. 102	D-14756	Easement
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

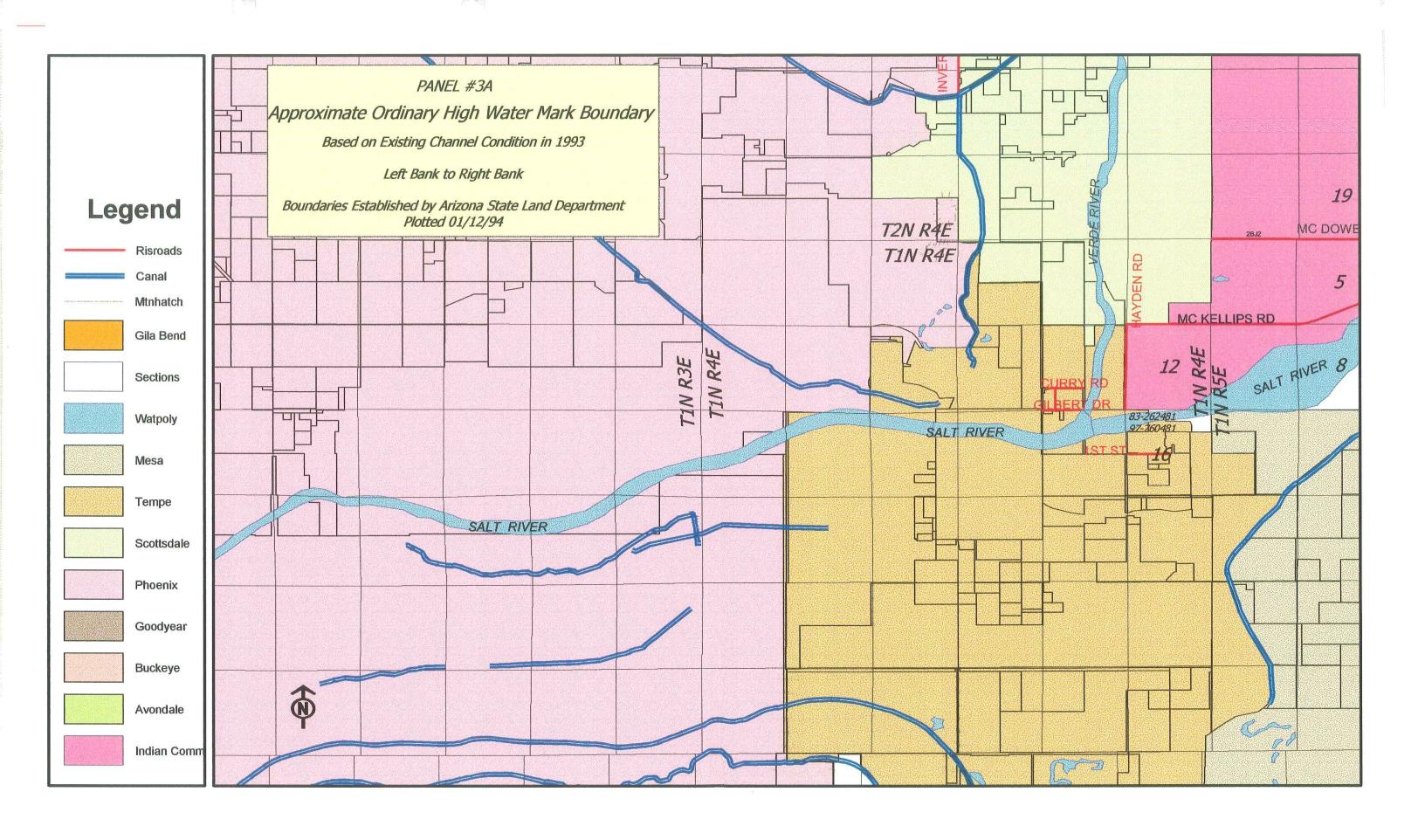
Panel 3A

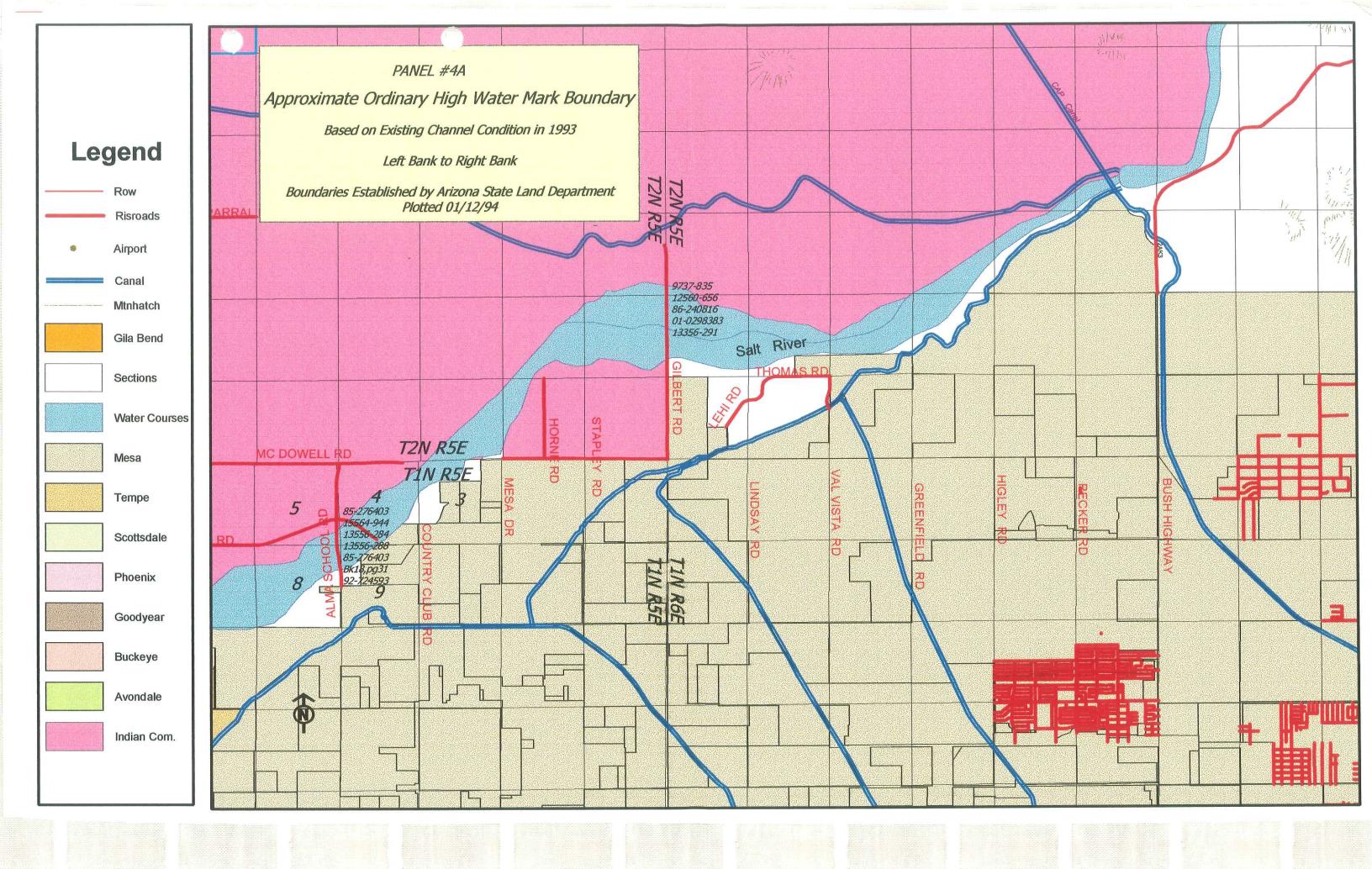
Recording Number	MCDOT X-Ref	Description
Book 18 of Road Maps, Page 30		T1N,R5E
83-262481	D15610	Easement
97-0760481	D19404	Easement

Panel 4A

Recording Number	MCDOT X-Ref	Description
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
Dkt. 12560 Pg. 656-662	D13520	Right-of-Way Grant
Dkt. 9737 Pg. 835-837	D 11005	Grant of Easement
86-240816	D16704	Easement







SUPPORTING

DOCUMENTS

For

PANEL 2A

I do hereby certify that the within hamed instrument was recorded at request of MARICOPA CO. BD. OF SUPERVISORS	Fee No.: D15009 269851
, Records of Maricopa County, Arizona. WITNESS my hand and official seal the day and year aforesaid.	Fee:
BILL HENRY. By RB1-200	I War
County Recorder Deputy Recorder When recorded return to: MARICOPA COUNTY BOARD OF SUPERVISORS	

DKT 15442PG 67

EASEMENT AND AGREEMENT FOR HIGHWAY PURPOSES 104-71-70 & 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 (SE½ of SE½) 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 (SE½ of SE½) 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 (SE½ of SE½) 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 (SE½ of SE½) 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.

8400-023

When recorded return to: MARICOPA COUNTY 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

Board of Supervisors.

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 (SE4 of SE4) 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.O.H.D.
Proofed
TX#

White
ANGLES
Checked
Lickles
Approved
Page
4/1/3/82

BEGINNING at the Northeast corner of the Southeast one-quarter of the Southeast one-quarter (SE½ of SE½) 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 (SE½ of SE½) 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

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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.

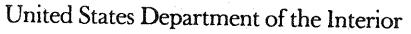
The said easement to include the right to cut back and trim such portion of the branches and tops of the trees now growing or that may hereafter grow upon the above described premises, as may extend over said right-of-way, so as to prevent the same from interfering with the efficient maintenance and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

PAN SAME SAME OF





BUREAU OF LAND MANAGEMENT

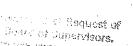
ARIZONA STATE OFFICE

2400 VALLEY BANK CENTER

PHOENIX, ARIZONA 85073 (602) 261-4774

EASEMENT (ES)

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



January 20, 1982

DKT 15786 PG 704

67 AVE / Shire iver xing

DECISION

RIGHT-OF-WAY GRANTED

Details of Grant

Serial Number of Grant: A-17221

LECTURE SETURN TO:

lating a Caraca Mighway Dept.

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:----

Title

When Payable by Grantee:-

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

plicant's Signature

BOARD OF SUPERVISORS

Maricopa County, Arizona

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

REC & Pub Purposoto Rio Salado Deste 12-5-01 See Attached

WITHDRAWN FOR

BLM - LAND



104=7-0000

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:

- 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.

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

Maricopa County Highway Department, 3325 West Durango Street, Phoenix, Arizona 85009

Phoenix District Office, BLM

JAN 2 5 1982 -4 45

STATE OF ARIZONA ss

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

in Docket <u>1.5786</u> on Page <u>707</u>

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

Bill Henry

County Recorder

n.C

eputy Recorder



United States Department of the Interior

BUREAU OF LAND MANAGEMENT

Phoenix Field Office 21605 North 7th 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, N1/2SE1/4, NE1/4SW1/4.

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.
- 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.
- 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 7th 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 7th Avenue, Phoenix, Arizona, 85027, (623) 580-5606.

Dated: December 5, 2001

Michael A. Taylor
Field Manager

MATEL RECORDED RELUMN TO: Mericodo Caselly Highway Dept. COUNTY Y 2 0 1982 -3 45

DKI 16038PG 282

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

MARICOPA CO. BD. OF SUPERVISORS

EASEMENT (ES)

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

BILL HENRY

County Recorder

Deputy Recorder

When recorded return to: MARICOPA COUNTY BOARD OF SUPERVISORS

Recorded at Request of

EASEMENT AND AGREEMENT FOR HIGHWAY PURPOSES 104-71-7D /

Project No	30107 -	67th Ave	@ Salt	River
Item No	บ-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 (SE4 of SE4) 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 (SE4 of SE4) 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 (SE4 of SE4) 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 O 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-quater (SE% of SE%) 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.

WHER RECOGNED RETURN TO:

Maricepa County Highway Dent

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

Records of Maricopa County, Arizona.

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

Records of Maricopa County, Arizona.

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

By Don't Recorder Recorder Recorded at Request of Recorded at Request of Recorded Recorded Supervisors.

EASEMENT AND AGREEMENT FOR HIGHWAY PURPOSES 104-71-10

Project No. 30107 - 67th Ave @ Salt River

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:

M.C.N.D.
Proofed

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WISH

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WISH

Approved

Did how

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_2 of SE_3) 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 said North one-half of the Southeast one-quarter (N½ of SE¼); 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 (N½ of SE¾) 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 (N½ of SE¼) 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 (N½ of SE¾) 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 (N½ of SE¾) 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.

Administ forteness to fulfilling Test	MARIGUPA CO	BD. OF SUPERVISORS
· Maricula County Highway Daill	R116-38 PG	189-290 : E. MENT (ES)
TINESS my hand and official scal	Maricona County Arizona	30 ···
	the day and year aforesaid. Whi	0 1302 - 5 - Fee:
BILL HENKA	By/	R:
County Recorder hen recorded return to: MARICOF	Deputy Rec PA COUNTY BOARD OF SUPER	
* Phoenix		104-71-2A
	DRAINAGE	DKT 16038PG 289
	EASEMENT Pro	ject # <u>30107 - 67th Ave @ Salt Riv</u> er
	Tro	ı #U−1097−2
OW ALL MEN BY THESE PRESENTS:		1 17
		17 4 70 74
That Amcord Inc., a Delaw	are Corporation	101-72-2A
luable consideration, receipt ant unto Maricopa County, a r	t of which is hereby acknow colitical subdivision of the agents, successors and ass	of the sum of One Dollar and other ledged, has granted and does hereby State of Arizona hereinafter ligns, the right, privilege and
onstruct and maintain a draina rough, over, under and across	s lands owned by the GRANTO	R, the particular location of said
asement being described as fo		
		30 NOE
The East 95 feet	of the West 150 feet of tha	t part of the South one-
M.C.H.D. half of the South	hwest one-quarter (S½ of SW½) of Section Thirty (30).
TRE Base and Meridia	North, Range Two (2) East o n, Maricopa County, Arizona	t the Gila and Salt River
Easterly prolong	ation of the line of Enginee	r's Highway Station 12+00
1/7/2 as shown on the	approved plans for 67th Aven	ue at the Salt River. Work
Checked Order No. 30107,	Maricopa County Highway Dep	artment, Maricopa County, reto and made a part hereof.)
7/38 AT 120114 (Map 1)	itustrating same actached he	reto and made a part hereor;
Approved		· .
Granton agrees	to indomnify and hold barml	ace Counton resinct any and all
	ts, actions, expenses, costs	ess Grantor against any and all and judgments that may be
		and judgments that may be
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brought or had against or damage to property its contractors, agent The GRANTEE or its agents, all and free ingress and egree The covenants and agreemen he benefit of and shall be bissigns and lessees of the restated this 19th day of January Gordon, INC. TEXAS STATE OF ANXIONA DALLAS COUNTY OF MANNOWA Subscribed and sworn to be My commission expires The Country Board Accepted: Recommended for approval: ACCEPTED: MARICOPA COUNTY BOARD	t Grantor for any injury or that is caused by the presents and employees. successors and assigns shall exist to said easement for the last to said easement	reasonable It at all times have the right of purposes heretofore specified. Extend and inure in favor and to ors in ownership and estate, Anulary, 1982 May January, 1982 County Engineer

AUG 1 5 1979 - 3 45 W113934M1048	D '4312
I do hereby certify that the within named instrument was recorded at request of Auch 13834 Want 1048-1049 MARICOPA CO. BD. OF SUR	Ege No. A COUNTY ERVISONSAY DEP
, Records of Maricopa County, Arizona. WITNESS my hand and official seal the day and year afpresaid.	79 AUG 3/ 299102 Fee:
BY Why Ong	EASEMENT (ES)
County Recorder When recorded return to: MARICOPA COUNTY BOARD OF SUPERVISORS	n.C.

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

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%, SE%), of said Section Twenty-five(25).



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.

15004

Fee No. EASEMENT (ES) I do hereby certify that the within named in rument was recorded at request of 1544% MARICOPA CO. BD. OF SUPERVISORS

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

BILL HENRY

Deputy Recorder

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

EASEMENT AND AGREEMENT FOR HIGHWAY PURPOSES 104-71-78 /

						Pre	oject No	DD 7202		
-				•		Ite	m No	Z 81-36	 	
Hyram	L.	"Gene"	Ne1son	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 (SE 2 of SE 2) 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:

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 (SE 2 of SE 2) 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.



AUG 1 5 1979 - 3 45 WILS 34WLO 48	14312
I do hereby certify that the within named instrument was recorded at request of 13831 Page 1048-1049 MARICOPA CO. BD. OF SUR	MARILOPA COUNTY
Records of Maricopa County, Arizona.	79 AUG 3/ 299102
WITNESS my hand and official seal the day and year aforesaid.	Fee: CASEMENT (ES)
County Recorder When recorded return to: MARICOPA COUNTY BOARD OF SUPERVISORS	h.e.

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(SE½, SE½), of said Section Twenty-five(25).



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.

15004 Fee No. EASEMENT (ES) I do hereby certify that the within named instrument was recorded at request of MARICOPA CO. BD. OF SUFERVISORS 15443

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

BILL HENRY

Deputy Recorder

County Recorder When recorded return to: MARICOPA COUNTY BOARD OF SUPERVISORS 269846

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

Project No	DD 7202	
		1
Itam No	z 81-36	

Hyram 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 (SE $rak{1}{4}$ of SE $rak{1}{4}$) 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 follows:

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 (SEt of SEt) 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 paralle1 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.



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

252-/253 MARICOPA CO. BD. OF SUPERVISORS

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

BILL HENRY

Deputy Recorder

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

DKT15961 PG1252

EASEMENT AND AGREEMENT FOR HIGHWAY PURPOSES 104-71-7.1

30107 - 67th Ave @ Salt Riv Project No. . U-1091 Item No.

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 & of SE &) 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 onequarter of the Southeast one-quarter (SE & of SE &) 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.



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 r	₹	Fee No.:
WITNESS my band and official seal the day and year afore	nty, Arizona esaid.	Fee: D17395
County Recorder When recorded return to: MARICOPA COUNTY BOARD	98-162269	
EASEMENT AND AGREEMEN	T FOR HIGHWAY	Y PURPOSES
tyen to: Hwy Dapt.	104-71	-7 F
1	Project No. DD-822	12

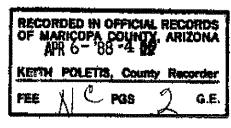
John L. Marty, an unmarried man

Item No. Z 86-243

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, culterts, 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 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%) 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.



MARICON COUNTY
SECTION OF SECTION

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 said easement, and an arizonal and unto its said easement, and arizonal 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 Ciantors hereby convenant that they are lawfully select 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 exement 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.

(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.

88 162269

THE GRANTOR AGREE:	· <u>.</u>
 To grant an easement for the above described land to the public. 	County of Maricopa for the general welfare and benefit of the
 That acceptance of this dedication in no vor maintain a roadway within the right-of- 	way obligates Maricopa County to construct -way granted by this document.
 It is further agreed that any existing en- by this easement will be removed or reloca expense to County. 	croachments within the right-of-way granted ated to Grantor's remaining property at no
Dated this 15th day of Lehnary,	19 <u>88</u> .
Chantor Sharts	Grantor
Cramor /	Grantor
STATE OF ARIZONA	
COUNTY OF MARICOPA	
The foregoing instrument was acknowledged before me th	is 15-12 day of
By John L. Marry	
My commission expires Lab a6, 1997	Janeir L. Francisco SEAL
Recommended for approval : Right of Way Agent	Notary Public
ACCEPTED: MARICOPA COUNTY BOARD OF SUPERVISORS	March A
by Junion Ch. Junione	A Collegeood
Chairman of the Soard MAR 2 1 1988	Laue Annuale
f '	Clerk of Board of Supervisors

bed	COR ADIZONA County of Maricona; SS. CANAGO CONTROL OF A DICK VIOLES	
TAGE I	E OF ARIZONA, County of Maricopa: ss. do hereby certify that the within instrument s files and seconded at request of	
 Pase	2/2-2/3 Records of Maricopa County, Arizona.	
W	on NOV. 1 Arizona. Thress my hand and official seal the day and year first above written. N. C. "KELLX" MOORE, County Recorder. By Deputy.	
51.12		
	Parcel No. 22 Phoenix	
	WHEREAS a document, dated October 25 , 19 61 , in the form of	
	an easementcovering the following described property:	-
1.0. [ed]	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 Iwo(2) East of the Gila and Salt River Base and Meridian, as shown in Book ll of Maps, page 38 records of Maricopa County Remeridian, as shown in Book ll of Maps, page 38 records of Maricopa County Remeridian, as shown in Book ll of Maps, page 38 records of Maricopa County Remeridian, as shown in Book ll of Maps, page 38 records of Maricopa County Remeridian, as shown in Book ll of Maps, page 38 records of Maricopa County Remeridian, as shown in Book ll of Maps, page 38 records of Maricopa County Remeridian, as shown in Book ll ine of said Section 29; thence Lot 58 at distance of 33 feet North of the South line of said Section 29 north 10 feet West of the East line of said Section 29 north 10 feet West of the East line of said Section 29; thence Northerly parallel with the East line of said lot 55; thence East 7 feet; Section 29 to a point on the North line of said Lot 55; thence East 7 feet; Section 29 to a point 33 feet West and 33 feet North of the Southerst 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 FARNS, a subdivision in Sections Twenty-eight(28) and Twenty-nine(29), Township One(1) North, Range Two(2) East of the eight(28) and Twenty-nine(29), Township One(1) North, Range Two(2) East of the South line of said Section 28; thence Westerly parallel to and 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 West line of said Section 28; thence Southerly parallel to and 40 feet East of the South 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 with and 40 feet East of the	
	Grantor	
	Grantor	
	STATE OF ARIZONA ss.	
	COTINGY OF MARICOPA	
	Subscribed and sworn to before me this 25th day of October, 196/	
	My commission expires linguist 10, 1962. Notary Public Notary Public	
:	SEAL! WITH BUILDING WITH SINGLE WITH SINGL	
1.4	Recommended for approval: Right of Way Agent Recommended for approval Walk of Way Agent Recommended for approval Chief Right-of-Way Agent	
	Recommended for approval:	
	ACCEPTED: ATTEST	
	MARICOPA COUNTY BOARD OF SUPERVISORS 1/1/2/2/2/2/2/2/2/2/2/2/2/2/2/2/2/2/2/2	
	by By Duna thear Guerice	

BOARD OF SUPERVISORS

95.23

* Phoenix 0x12994 MEE 368

Maricopa County Board of Supervisors XX Maricopa County Engineer

When recorded, return to:

EASEMENT

											^ .
							51 et.	Ave.	Southern	to	Backey
							74.0-				
D	Carolla		Dantha	100	Coak	his wife					Road
Drus	CHRII	and	DELANN	D:	recon	TITO STIE					
									_		

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:

164-75-9c, 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 M., Docket 2994 BEST 15 4 17 0 1 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	ğ
151988 N. C. "KELLA" MOORE, Jounty Recorder, DEED ByDeputy.	
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 / st day of Sept.	, 19_ <i>5-9</i>
, (Se	Bray Cash (Seal) Butha & Cash (Seal)
(Se	eal) (Seal)
STATE OF ARIZON Z. County of Markeofa] ss.	This instrument was acknowledged before me this / st day of Sept. , 1959, by
Braz Cash and Berth	na B. Cash, his wife
is Coston.	
	Celfied J Brittan Notary Public My commission expires My Commission Expires Aug. 10, 1962

FORM 95-18 (NEV. 4-59)

Right Of Way Contract Maricopa County, State of Arizona

Date SEPT. 1, 1959

Project No. S239(5) or 60-C-2	Date SEPT. 1, 1959
Parcel No. 21	Date SEPT. 1, 1959 D 4419
WHEREAS a document, dated Sept.	
GC-2, Parcel JR. The Hast Seven(7) feet of the West Forty(40) fee	t of Lats Forty five(45) and Forty-six(46)
MARICOPA GARDEN PARMS, a Subdivision in Section Range Two(2) East of the Gila and Salt River Bas page 38 records of Maricopa County Recorder. El Beginning at the Northwest corner of Lot 46; the a distance of 665.6 feet; thence East, parallel 503 feet; thence Earth to the Peninsular Ditch, to along the North line of Lots 45 and 46 to the pl	e and Heridian, as shown in Book II of Maps, CEPT that portion described as follows: noce South along the West line of Lot 46, to the North line of Lot 46, a distance of themse in a Northeasterly direction, the North line of Lot 45; thence West ace of beginning,
the trace made of the contract of the property of the trace of the tra	51669 masson.
To remove stump approximately 1 ft. insid	e new right-of-way line.
THE GRANTOR S AGREE :	
To give easement of Seven(7) feet for rig	ht-of-way purposes.
IN WITNESS WHEREOF, the parties have above pritten.	executed this agreement the day and year first By A Cash Grantor Grantor
COUNTY OF MARICOPA ss. Subscribed and sworn to before me this.	At day of SEPT. 19 59
My commission expires Aug. 10, 1962. SEAL:	Notary Public J. Kgnttan
Recommended for approval: Right of Yay Agent Recommended for approval: County Engineer	Recommended for approval Walter Link Right-of Wal Agent
ACCEPTED: MARICOPA COUNTY BOARD OF SUPERVISORS by Chairman of the Board Date 9/14/59	ATTEST: Jany Serga Acting Clerk of Board of Supervisors
, ps-23	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

INDY 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.

D20001.000

WHEN RECORDED RETURN TO:

Maricopa County Department of Transportation Public Works Land and Right-of-Way Division

21.98.11425

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 – 51ST Avenue (Baseline Road to Broadway Road)

Item No.: Z1-0556 (GMS)

ELLIOTT HOMES, INC., an Arizona corporation 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.

11.3

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:

MAY 0 3 2000

Date

- 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.

1.	THE GRANTORAGREE: To grant an easement for the property described herei agents for the general welfare and benefit of the public To accept the sum of Eighty Thousand Six Hundred full for the property described herein. Dated this day of	ic. Γwenty Dollars (\$80,620.00) as payment in
Granto	2£	Grantor
	llie C. Evenson, Assistant Vice President	
STAT	E OF ARIZONA)	
COUN)ss. NTY OF MARICOPA)	
Arizon to be to \(\sigma i \cdot \) such h	na, on this day personally appeared Allie C. Enthe person whose name is subscribed to the foregoing of the Corporation de che/she acknowledged to me that he/she executed the sadderation therein expressed, as its free act and deed and	known to me instrument as Assistant known to me escribed in the foregoing instrument, and as me for said Corporation, for the purpose and by each of them voluntarily executed.
	Given under my hand and seal of office, this 12th	day of
МуС	0.0-00	Maleat effores
Recor	mmended for approval Right-of-Way Agent	Notary Public (signature) DEBRA L. EHLER-NEWCOMB Notary Public - State of Arizona MARICOPA COUNTY 2002
	EPTED:	My Comm. Expires Sept. 8, 2002
MAR	ICOPA COUNTY BOARD OF SUPERVISORS	_ / /
Ву	Miller Miller of his	& S.W \
ъу	Chairman of the Board	Right-of-Way Acquisition Manager

TTEST:

Clerk of the Board of Supervisors

20010831175

PARCEL NO.: 104-74-001A, 004, 006, 007

PROJECT NO.: 68943

51st Ave. (Baseline Road to Salt River Bridge)

ITEM NO.: Z1-0556 (S)

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 confain 102,321 square feet or 2.3490 acres.

MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION

PRELIM: 2-17-99 CHK/

APPR:1/1 11-30-9

REVISED: 4-22-99 8-3-99 10-11-99 11-10-99

PUBLIC WORKS LAND & RIGHT OF WAY DIVISION

Grantor Exhibit "A"

Grantor Explana

PARCEL NO.: 104-74-001A, 004, 006, 007

PROJECT NO.: 68943

51st 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 DEPART	MENT OF TRANSPORTATION
PRELIM: 8-9-00	CHK: JMG	APPR: UCI 5-16-01
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'	19
Grantor	Date	

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.

D20001.100

WHEN RECORDED RETURN TO:

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 IS 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 – 51ST Avenue (Baseline Road to Broadway Road)

Item No.: Z1-0556 (GMS)

ELLIOTT HOMES, INC., an Arizona corporation 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.

3379

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:

- To use the property described herein for the general welfare and benefit of the public. A.
- To pay the Grantor the sum of Eighty Thousand Six Hundred Twenty Dollars (\$80,620.00) as В. payment in full for the property described herein.
- That, if in the opinion of the Transportation Director it becomes necessary, private structures will C. 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 :

To grant an easement for the property described herein to the County of Maricopa and/or its 1.

agents for the general welfare and benefit of the public. To accept the sum of Eighty Thousand Six Hundred Twenty Dollars (\$80,620.00) as payment in 2. full for the property described herein. Dated this /2 day of ___ Grantor *by Allie C. Evenson, Assistant Vice President STATE OF ARIZONA)ss. COUNTY OF MARICOPA Before me. Debra L. Store , 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 My Commission Expires 4-2-08 Recommended for approval Right-of-Way Agent MARICOPA COUNTY My Comm. Expires Sept. 8, 2002 ACCEPTED: MARICOPA COUNTY BOARD OF SUPERVISORS Right-of-Way Acquisition Manager Chairman of the Board ATTEST: MAY 0 3 2000 Date DEPUTYCIER of the Board of Supervisors

PARCEL NO.: 104-74-001A, 004, 006, 007

PROJECT NO.: 68943

51st Ave. (Baseline Road to Salt River Bridge)

ITEM NO.: Z1-0556

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 &9°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!

REVISED: 4-22-99 8-3-99 10-11-99 11-10-99

PUBLIC WORKS LAND & RIGHT OF WAY DIVISION

Grantor Exhibit "A"

Grantor Date 4/12/00



PARCEL NO.: 104-74-001A, 004, 006, 007

PROJECT NO.: 68943

51st 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 DEPART	MENT OF TRANSPORTATION
		APPR: Ul7 5-16-01
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

	EXHIB	(T "A	,,
Grantor		Date	

STATE	ОF	ARIZONA	•
Countr	_ヘ ች አለ	forioons	

M.C.H.D. Proofed

Higg

2/23/61

11/2/4

1/2 4

I hereby certify that the within instrument was filed and recorded NOV 14'61-3 10

IN DOCKET & Page 219-22 O and indexed in

FRAGE SPACE OF BUILDING BUILDING

When recorded, return to: Maricopa County Board of Supervisors Witness my hand and official seal.

Car Balling County Recorder all.

Deputy Recorder

FAS

197481

UL-OFFT

Compared Photostated Fee:

EASEMENT

PURPOSES HIGHWAY

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 permament 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

Dated this 25 day of 25	(Seal)	(Seal)
	(Seal)	Mildred E. Dverfield (Seal)
	(Seal)	(Seal)
STATE OF ARIZONA SS.	This	instrument was acknowledged before me this 25 th day of
County of MARICOPA	_(_)	Cotobes, 1961 by
<u></u>). E. OVERFIELD and MI	LDRED E. OVERFIELD, his wife

in in its

Notary Public

My commission expires.

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 Twentynine(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.

	COUNTY	D063	577 /	16: 77
STATE OF ARIZONA County of Maricopa	I hereby certify that the wi	ithin instrument was filed 8 00 AM	and recorded	Fee No.
IN DOCKET &	Page & Trust Ca 4873	and indexed in PAGE 265		3579
When recorded, return to: Maricopa County Board of S NO CHARGE Recorded at Request of	Witn	Paul a. Th	y Recorder	Compared Photostated Fee:
Board of Supervisors.			y Recorder	
	EAS	EMENT	R/W 41-243, 6	104-67-7 7th Ave.
HIGHV	VAY PUR	POSES	ttem D-2064 Pol. No. 1116-2	231
JOHN W. WESSON AN	D PHYLLIS A. WESSEN,	husband and wife;	AND W. H. WESSO	ON AND
EMMA E. WESSON, h	usband and wife	**************************************		_GRANTORS,
Proofed Range One(1) East	um of One Dollar and other COUNTY, a political subdivide COUNTY, a political subdivide for the following purposes, build, maintain, repair and such bridges, culverts, raminof-way situated in the Coffeet of the East Forter(NE4) of Sections of the Gila and Salthereof, if any, lying	rty(40) feet of the Twenty-five(25), T t River Base and Me	East 17 7/9 recommended to East 17 7/9 recommend	ods of the North, oa County,
To have and to hold the said ease and unto its successors and assi and maintenance of said public ithe use thereof for utilities or And the Grantors hereby co land; that they have a good and thereto against the lawful claim	ement and right-of-way unto gns forever, together with highway and all incidents th other public purposes net it wenant that they are lawful lawful right to sell and col	Maricopa County, a politi the right of ingress and eg ereto, and together with th aconsistent with its primar y seized and possessed on your it; and that they will	ical subdivision of these to permit the eceright to authorize, y use as a highway, this aforementioned ways and the title at	ne State of Arizona onomical operation permit, and license
	le the right to cut back and	trim such portion of the bi	ranches and tops of t	he trees now grow-
same from interfering with the In the event the right, privi	efficient maintenance and dilege and easement herein g	operation of said public hi ranted shall be abandoned	ghway. and permanently co	ease to be used for
the purposes herein granted all Wherever in the foregoing indicating gender are employed	instrument the plural is use	d. it will be read as singula	ar when necessary, a	nd wherever words
Dated this 29 day of	8	,63	is an are convenient and	saat ver
Month li	LAAN (Seal		easor	(Seal)
Flyca W VI	(Seal) Emme	e Wee	(Seal)
TO THE STATE OF TH	(Sea)	i)	·····	(Seal)
ASTAGE OF ARIZONA County of MARICOPA	· ·	This instrument was acknow	wledged before me th	ais 394 day of
	WESSON AND PHYLLIS		and wife: AND W	н.
FORM 98-10 (REV. 0-15-01)	AND EMMA E. WESSON, I	nusband and wife		
_			Tony Lac	Notary Public F
4	My commission	.7	xpiron May 8, 1966	[
	OKT 48	73 PAGE 265	e e e ese at it	(Ž3)

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STATI I (E OF ARIZONA, County of Maricopa; ss. to hereby certify that the within instrument was filed a	nd recorded at requ	pest of Phoenix Title &]	Erus Ca. 17
eakd W	Records of Maricopa County, Ar		CLIFFORD H. WARD	6377
1-12	06-MISC 3580 By	Jan 11	Deputy.	.4*-
	WHEREAS a document, dated Nov an easement	ember 29 covering	, 19 <u>63</u> , in the f the following described pro	
10.0.	The West Seven(7) feet of the East For Northeast One-quarter(NE2) of Section One(1) East of the Gila and Salt River EXCEPT that part thereof, if any, lyin Canal.	Twenty-five(25 Base and Meri), Township One(1) Nor dian, Maricopa County,	th, Range Arizona;
	has been executed and delivered by GrantorS. NOW THEREFORE, in consideration of forth, it is agreed, that this instrument contain there being no further consideration paid than THE COUNTY OF MARICOPA AGREES	he same and fur is the entire agre herein specified.	ther consideration hereinst	ter set hereto
	A. To use the above described granted of the public. B. That in the event it becomes neces to relocate fences, ditches, struc be accomplished at no expense to G property and private tail water or property to clear the above descri C. Relocate the loading shutes	land for the sary, in the o tures, irrigat rantor. Fence drainage ditc bed granted ri	pinion of the County E ion or otherwise, that s to be relocated to p hes to be relocated to ght of way.	ngineer, it will rivate Grantor's
	 To grant an easement for the above for the general welfare and benefi That the County, or its agents, is remaining property of the Grantor 	t of the publi hereby grante	c. d the right to enter u	pon the
	Want I	روسته در در د	معدد المراجع ا المراجع المراجع المراج	ه مره س . د
	IN WATERS WHEREOF, the parties he	ve executed this	agreement the day and ye	ar first
	Above Written	Grantor Grantor	hy W. W. S.	bor
,	STATE OF ARIZONA COUNTY OF MARICOPA	Grantor W	, H WESSON	/ >
	Subscribed and sworn to before me this. My commission expires My Commission Expires May	8. 1965 On Notary Public	g Laver	19 😂
	Recommended for approval: Torry La ACCEPTED: MARICOPA COUNTY BOARD OF SUPERVISORS	ATTEST:	rueth tank	ny
	by Chairman of the Board	The	lerk of Board of Supervisors	
	Date 21 Rember 16, 1963		AARD OE CHBERGERON	?
?		₽ ₽	OARD OF SUPERVISION	1

SEP 20 1961-11 32 IN DOCKET Proper MARKOPA CG. BB. OF SUPERVISORS When recorded, return to: Witness my hand and official seal. N. C. 'Kelly' MORE Seconder Factoring County Beginer FAS 239(5), Parcel #20 BB arranty Brrh That CARMEN B. LLAMAS, wife of Antonio Llamas, dealing with her sole and separate DEPOPERTY MARKOPA COUNTY, a political subvision of the STATE OF ARIZONA, GRANTEE herein, ha.s. granted old and conveyed and by those presents do. SE. grant, sell and conveyed and by these presents do. SE. grant, sell and conveyed and by these presents do. SE. grant, sell and conveyed and by these presents do. SE. grant, sell and conveyed and by these presents do. SE. grant, sell and conveyed and by these presents do. SE. grant, sell and conveyed and by these presents do. SE. grant, sell and conveyed and by these presents do. SE. grant, sell and conveyed and by these presents do. SE. grant, sell and conveyed and by those presents do. SE. grant, sell and conveyed and by those presents do. SE. grant, sell and conveyed and by those presents do. SE. grant, sell and conveyed and by those presents do. SE. grant, sell and conveyed and by those presents do. SE. grant, sell and conveyed and by those presents do. SE. grant, sell and conveyed and by those presents do. SE. grant, sell and conveyed and by those presents do. SE. grant, sell and conveyed and by those presents do. SE. grant, sell and conveyed and by those presents do. SE. grant, sell and conveyed and by those presents do. SE. grant, sell and conveyed and by those presents do. SE. grant, sell and conveyed and by those presents do. SE. grant, sell and conveyed and by those presents do. SE. grant, sell and conveyed and by those presents do. SE. grant, sell and conveyed and by those presents do. SE. grant, sell and conveyed and by those presents do. SE. grant, sell and selling the sell and selling the sell and selling the sellin		* Thoe	tvix t	J0545Z	1 2736
When recorded, return to: Witness my hand and official seal. N. C. YK. Cliy MOMP Secondar Fast 239(5), Parcel #20 Witness my hand and official seal. N. C. YK. Cliy MOMP Secondar Fast 239(5), Parcel #20 Fast 239(5),	County of Maricopa J	SEP 20) 1961 -11 <u>30</u>		
When recorded, return to: Maricopa County Board of Supervisors 32 Maricopa County Engineer	MARICOPA CO. Bb.	OF SUPERVISORS	3851 PAGE 53	3	
N. C. Kelly Moders Recorder Compared Interiors County Engineer Department of the Secondary Engineer Department Department of the Secondary Engineer Department Depar					
Photosated Engineer County Board of Supervisors of Deputy Recorder Pres: 7/C PAS 239(5), Parcel #20 Pas 239(5), Pascel #20 Pascel #20 Pascel	When recorded, return to:				Compared
PAS 239(5), Parcel #20 **By Deputy Recorder* **Conv. 215. 3 **Harranty Brrd* **Conv. All Men By These Presents: **That.** CARMEN B. LLAMAS, wife of Antonio Llamas, dealing with her sole and separate **PEOPERTY** **MARICOPA COUNTY, STATE OF ARIZONA, for and in consideration of the sum of ONE AND NO/100 (\$1.00). **MARICOPA COUNTY, STATE OF ARIZONA, for and in consideration to her incomplete by MARICOPA COUNTY, a political and vision of the STATE OF ARIZONA, CRANTEE besie, has a granted old and conveyed and by these presents do. 85. grant sell and convey unto the said GRANTEE besie, has a granted old and conveyed and by these presents do. 85. grant sell and convey unto the said GRANTEE besie, has a granted old and conveyed and by these presents do. 85. grant sell and convey unto the said GRANTEE besie, has a granted old and conveyed and by these presents do. 85. grant sell and convey unto the said GRANTEE besie, has a granted old and conveyed and by the presents of the said of the said GRANTEE all that certain real property six the present of the West Forty (40) feet of that part of Lots Forty-five(45) and Forty-six[46], MARICOPA GRADEN FARMS, a Subdivision in Section Twenty-sight(28), commission for the West Forty (40) feet of that part of Lots fair and Said River Base and Meridian, collaborated and Meridian, and the said Carlon of the Said Lot 46 a distance of 565.6 feet; thence East, parallel to the North line of Lot 6, a distance of 565.6 feet; thence East, parallel to the North line of Lot 6, a distance of 565.6 feet; thence East, parallel to the North line of Lot 6, a distance of 565.6 feet; thence East, parallel to the North Line of Lot 6, a distance of 565.6 feet; thence East, parallel to the North Line of Lot 6, a distance of 565.6 feet; thence East, parallel to the North Line of Lot 45; thence feet along the North Line of Lot 45; thence feet along the North Line of Lot 45; thence feet along the North Line of Lot 45; thence feet along the North Line of Lot 45; thence feet along the North Line of L	Maricopa County Board of S	upervisors д		-	Photostated
That CARMEN B. LLAMAS, wife of Antonio Llamas, dealing with her sole and separate property (MARICOPA COUNTY, STATE OF ARIZONA, for and in consideration of the sum of ONE AND NO/100 (\$1.00) (MARICOPA COUNTY, STATE OF ARIZONA, for and in consideration of the sum of ONE AND NO/100 (\$1.00) (MARICOPA COUNTY, a political subdivision of the STATE OF ARIZONA, GRANTEE herein, has, granted old and conveyed and by these presents do. \$2. grant, sell and convey unto the said GRANTEE all that certain real propher is a state of the west forth (\$40) feet of that part of Lots Forty-Gipt(28), ownship One(1) North, Range Iwo(2) East of the Gila and Salt River Base and Meridian, shown in Book 11 of Maps, page 38 records of Maricopa County Recorder, described as ollows: Beginning at the Northwest corner of Lot 46; thence South along the West line f said Lot 46 a distance of 565.6 feet; thence East, parallel to the North line of Lot, 6, a distance of 503 feet; thence Rorth to the Peninsular Ditch; to the North line of Lot (6, a distance of 503 feet; thence South along the West line feet along the North line of Lot 45; thence said page the North line of Lot 45; thence along the North line of Lots 45 and 46 to the place of beginning. **CO HAYE AND TO HOLD the above described property, together with all and singular the rights and appartenances thereth any wise belonging unto the said GRANTEE, its nucessors and sasigns forever, and the GRANTOR here is any wise belonging unto the said GRANTEE is nucessors and sasigns forever, and the GRANTOR here is any wise belonging unto the said GRANTEE is nucessors and sasigns forever, and the GRANTOR here is any wise belonging unto the said GRANTEE is nucessors and sasigns forever, and the GRANTOR here is not all the said granter and page the said property and the said GRANTEE is nucessors and sasigns forever, and the GRANTOR here is not along the feet of the line of Lot 45; thence is a said to the line of Lot 45; thence is a said to the line of Lot 45; thence is a said to the li	Maricopa County Engineer		Ç., ,	L	Fee: 2/
The CARMEN B. LLAMAS, wife of Antonio Llamas, dealing with her sole and separate DEFORMEN B. LLAMAS, wife of Antonio Llamas, dealing with her sole and separate DEFORMEN B. LLAMAS, wife of Antonio Llamas, dealing with her sole and separate DEFORMEN B. LLAMAS, wife of Antonio Llamas, dealing with her sole and separate DEFORMEN B. LLAMAS, wife of Antonio Llamas, dealing with her sole and separate DEFORMEN B. LLAMAS, wife of Antonio Llamas, dealing with her sole and separate DEFORMEN B. LLAMAS, wife of Antonio Llamas, dealing with her sole and separate DEFORMEN B. LLAMAS, wife of Antonio Llamas, dealing with her sole and separate DEFORMEN B. LLAMAS, wife of Antonio Llamas, dealing with her sole and separate DEFORMEN B. LLAMAS, wife of Antonio Llamas, dealing with her sole and separate DEFORMEN B. LLAMAS, wife of Antonio Llamas, dealing with her sole and separate property DEFORMEN B. LLAMAS, wife of Antonio Llamas, dealing with her sole and separate property DEFORMEN B. LLAMAS, wife of Antonio Llamas, dealing with her sole and separate property DEFORMEN B. LLAMAS, wife of Antonio Llamas, dealing with her sole and separate property DEFORMEN B. LLAMAS, wife of Antonio Llamas, dealing with her sole and separate property DEFORMEN B. LLAMAS, wife of Antonio Llamas, dealing with her sole and separate property DEFORMEN B. LLAMAS, wife of Antonio Llamas, dealing with her sole and separate property This instrument was acknowledged before me this May of Sounty at Maripopa This instrument was acknowledged before me this May of Sounty at Maripopa This instrument was acknowledged before me this May of Sounty at Maripopa This instrument was acknowledged before me this May of Sounty at Maripopa This instrument was acknowledged before me this May of Sounty at Maripopa This instrument was acknowledged before me this May of Sounty at Maripopa This instrument was acknowledged before me this May of Sounty at Maripopa This instrument was acknowledged before me this May Sounty at Maripopa Notary Public DEFORMEN	FAS 239(5), Parcel #	20 <u> </u>	De De	puty Recorder	
That CARMEN B. LLAMAS, wife of Antonio Llamas, dealing with her sole and separate PEOPERTY ORANTOR. MARICOPA COUNTY, STATE OF ARIZONA, for and in consideration of the sum of ONE AND NO/100 (\$1.00) MARICOPA COUNTY, STATE OF ARIZONA, for and in consideration to the sum of ONE AND NO/100 (\$1.00) MARICOPA COUNTY, a political subdivision of the STATE OF ARIZONA, GRANTEE herein, ha.s. granted old and conveyed and by these presents do.&S. grant, sell and convey unto the said GRANTEE herein, ha.s. granted old and conveyed and by these presents do.&S. grant, sell and convey unto the said GRANTEE herein, ha.s. granted old and conveyed and by these presents do.&S. grant, sell and convey unto the said GRANTEE all that certain real prophe he East Seven(7) feet of the part of Lots forty-frie(45) for here is a sell of the grant of the grant of the grant of Lots forty-frie(45) and Forty-siz(46), MARICOPA GRANDEN FARMS, a Subdivision in Section Twenty-eight(28), on Appendix of the Section of Social Fall of the Northwest corner of Lot 46; thence South along the West line of said Lot 46 a distance of 503 feet; thence Korthwest corner of Lot 46; thence South along the West line of said Lot 46 a distance of 503 feet; thence Korth to the Peninsular Ditch; thence in a Northeaster irrection following the course of the Peninsular Ditch; to the North line of Lot 45; thence and the North line of Lot 45; thence are any wise belonging unto the said GRANTEE, its successors and sasigns forever, and the GRANTOR. hereby blade. Acc. and the South Contains		200	99 1		104-75-3
That CARMEN B. LLAMAS, wife of Antonio Llamas, dealing with her sole and separate PROPERTY GRANTOR MARICOPA COUNTY, STATE OF ARIZONA, for and in consideration of the sum of ONE AND NO/100 (\$1.00) MARICOPA COUNTY, STATE OF ARIZONA, for and in consideration of the sum of ONE AND NO/100 (\$1.00) MARICOPA COUNTY, a political subdivision of the STATE OF ARIZONA, GRANTEE Berein, ha.S. granted old and conveyed and by these presents do.S. grant, sell and convey unto the said GRANTEE all that certain real propring situated in the County of Maricopa, State of Arizona, described as follows: he East Seven(7) feet of the West Forty(40) feet of that part of Lots Forty-five(45) of Forty-five(45) o		mar	ranty ween	α	./
MARICOPA COUNTY, STATE OF ARIZONA, for and in consideration of the sum of ONE AND NO/100 (\$1.00). MARICOPA COUNTY, a political subdivision of the STATE OF ARIZONA, GRANTEE herein, ha.a granted old and conveyed and by these present do.S.S. grant, sell and convey unto the said GRANTEE all that certain real property situated in the County of Maricopa, State of Arizona, decretion as follows: he East Seven(7) feet of the West Forty(40) feet of that part of Lots Forty-fiv(45) and forty-sight(26), Maricopa (1000 AGRIDER PRIMES, a Subdivision in Section Twenty-sight(26), ownship One(1) Morth, Range Iwo(2) East of the Gila and Salt River Base and Meridian, so shown in Book 11 of Maps, page 38 records of Maricopa County Recorder, described as ollows: Beginning at the Northwest corner of Lot 46; thence South along the West line of Said Lot 46 a distance of 653.6 feet; thence East, parallel to the Morth line of Lot 6, a distance of 503 feet; thence North to the Peninsular Ditch; thence in a Northeaster; irrection, 361lowing the course of the Peninsular Ditch; to the North line of Lot 45; thence allowed the course of the Peninsular Ditch; to the North line of Lot 45; thence are 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 therete any wise belonging unto the said GRANTEE, its successors and assigns forever, and the GRANTON—hereby binds. Better, secucious and administrators to warrant and defend, all and singular the rights and appurtenances therete any wise belonging unto the said GRANTEE is successors and assigns forever, and the GRANTON—hereby binds. Better is successors and administrators to warrant and defend, all and singular the said property unto the said GRANTEE galant every person whomsoever, lawfully claiming or to claim the same or any part thereof. This instrument was acknowledged before me this. Notary Public The Commission Expires: Notary Public Notary Public					ν
MARICOPA COUNTY, STATE OF ARIZONA, for and in consideration of the sum of ONE AND NO/100 (\$1.00) BOLLARS, and other valuable considerations to her under the content of the STATE OF ANIZONA, GRANTEE herein, hasgranted old and conveyed and by these presents do.S.S. grant, sell and convey unto the said GRANTEE all that certain real property situated in the County of Maricopa, State of Arisona, decrebed as follows: He East Seven(7) feet of the West Forty(40) feet of that part of Lots Forty-five(45) om Forty-sity (46), Maricopa County Recorder, described as ollows: S shown in Book 11 of Maps, page 38 records of Maricopa County Recorder, described as ollows: Beginning at the Northwest corner of Lot 46; thence South along thest line of said Lot 46 a distance of 655.6 feet; thence East, parallel to the North line of Lot 6, a distance of 503 feet; thence North to the Peninsular Ditch; thence in a Northeasteri inection 5611 lowing the course of the Peninsular Ditch; to the North line of Lot 45; thence set along the North line of Lots 45 and 46 to the place of beginning. HAYE AND TO HOLD the above described property, together with all and singular the rights and appurtenances thereth as my wise belonging unto the said GRANTEE is successions and assigns forever, and the ORANTOR. hereby binds. More as any wise belonging unto the said GRANTEE is successions and assigns forever, and the ORANTOR. hereby binds. More as any part thereof. THATE OF ARIZONA This instrument was acknowledged before me this. That is a constant of the said of GRANTEE in the course of the ORANTOR. The said of GRANTEE in the course of the ORANTOR. The said of GRANTEE in any wise belonging unto the said GRANTEE in successions and assigns forever, and the ORANTOR. hereby binds. More as a said administrator to avarants of the orange of the or	That CARMEN B. L	LAMAS, wife of A	ntonio Llamas, dealing	with her sole	and separate
and paid by MARICOPA COUNTY, a political subdivision of the STATE OF ARIZONA, GRANTEE herein, ha.s granted old and conveyed and by these presents do. 28 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: he East Seven(7) feet of the West Forty(40) feet of that part of Lots Forty-fiye(42), ownship One(1) North, Range Two(2) East of the Gila and Salt River Base and Meridian, shown in Book 11 of Maps, page 38 records of Maricopa County Recorder, described as ollows: Beginning at the Northwest corner of Lot 46; thence South along the West line of said Lot 46 a distance of 655.6 feet; thence East, parallel to the North line of Lot 6, a distance of 503 feet; thence North to the Peninsular Ditch; thence in a Northeaster/lirection solilowing the course of the Peninsular Ditch; to the North line of Lot 45; thence along the North line of Lot 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 therein any wise belonging unto the sald GRANTEE, its successors and assigns forever, and the GRANTOR hereby binds here exists, executors and administrators to warrant and defend, all and singular the said property unto the said GRANTEE grainst every person whomsoever, lawfully claiming or to claim the same or any part thereof. CARRES B. LAMAS, wife of Antonio Llamas, dealing with her sole and separate property with the said GRANTEE Notary Public Carres and Carre	property				GRANTOR
and paid by MARICOPA COUNTY, a political subdivision of the STATE OF ARIZONA, GRANTEE herein, ha.s granted old and conveyed and by these presents do. 28 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: he East Seven(7) feet of the West Forty(40) feet of that part of Lots Forty-fiye(42), ownship One(1) North, Range Two(2) East of the Gila and Salt River Base and Meridian, shown in Book 11 of Maps, page 38 records of Maricopa County Recorder, described as ollows: Beginning at the Northwest corner of Lot 46; thence South along the West line of said Lot 46 a distance of 655.6 feet; thence East, parallel to the North line of Lot 6, a distance of 503 feet; thence North to the Peninsular Ditch; thence in a Northeaster/lirection solilowing the course of the Peninsular Ditch; to the North line of Lot 45; thence along the North line of Lot 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 therein any wise belonging unto the sald GRANTEE, its successors and assigns forever, and the GRANTOR hereby binds here exists, executors and administrators to warrant and defend, all and singular the said property unto the said GRANTEE grainst every person whomsoever, lawfully claiming or to claim the same or any part thereof. CARRES B. LAMAS, wife of Antonio Llamas, dealing with her sole and separate property with the said GRANTEE Notary Public Carres and Carre	A MADICODA COTINOV S	PATE OF ADIZONA #	on and in possideration of the	ONE AN	(00,18) 001\0N d
and paid by MARICOPA COUNTY, a political subdivision of the STATE OF ARIZONA, GRANTEE herein, ha.s. granted old and conveyed and by these presents do. 28. grant, sell and convey unto the said GRANTEE all that certain real propriys stuated in the County of Maricopa, State of Arizona, described as follows: he 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-sight(26) comship One(1) North, Range Two(2) East of the Gila and Salt River Base and Meriddian, so shown in Book 11 of Maps, page 38 records of Maricopa County Recorder, described as ollows: Beginning at the Northwest corner of Lot 46; thence South along the West line of said Lot 45 a distance of 655.6 feet; thence East, parallel to the North line of Lot 6, a distance of 503 feet; thence North to the Peninsular Ditch; thence in a Northeaster/lirection sfollowing the course of the Peninsular Ditch; to the North line of Lot 45; thence fest 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 theret in any wise belonging unto the said GRANTEE, its successors and assigns forever, and the GRANTOR—hereby binds—hereirs, executors and administrators to warrant and defend, all and singular the said property unto the said GRANTEE gainst every person whomsoever, lawfully claiming or to claim the same or any part thereof. DATED this 233 day of	of Maricopa County, S.	LALE OF ARIZUNA, I	or and in consideration of the	sum of whe un	
old and conveyed and by these presents do. SE. 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: he East Seven(7) feet of the West Forty(40) feet of that part of Lots Forty-fiye(45) nd Forty-six(46), MARICOPA GARDEN FARMS, a Subdivision in Section Twenty-eight(28), ownship One(1) North, Range Iwo(2) East of the Gila and Sait River Base and Meridian, s shown in Book 11 of Maps, page 38 records of Maricopa County Recorder, described as ollows: Beginning at the Northwest corner of Lot 46; thence South along the West line f said Lot 46 a distance of 650.5 feet; thence East, parallel to the North line of Lot 6, a distance of 503 feet; thence North to the Peninsular Ditch, to the North line of Lot 6, a distance of 650.3 feet; thence North to the Peninsular Ditch, to the North line of Lot 45; thence fest 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 theretaen any wise belonging unto the said GRANTEE, its successors and assigns forever, and the GRANTOR hereby binds here here, executors and administrators to warrant and defend, all and singular the rights and appurtenances theretaen any wise belonging unto the said GRANTEE gainst every person whomsoever, lawfully claiming or to claim the same or any part thereof. CARNEES IT. LAMMAS, wife of Antonio Llamas, dealing with her sole and separate property AND TO RIZONA This instrument was acknowledged before me this day of Commission Expires: Notary Public This instrument was acknowledged before me this day of Commission Expires: Notary Public Notary Public OKI 3851 PAGE 533	he sh ph per ser on the ten per ser ser shall be all the ser ser shall be		DOLLARS, and other valuable	considerations to	herin
CARMEN B LAMAS, wife of Antonio Llamas, dealing with her sole and separate property AS COMMISSION Expires: Notary Public This instrument was acknowledged before me this day of country at Maricopa My Commission Expires: Notary Public Notary Public Notary Public Notary Public Notary Public Notary Public	as snown in Book il of follows: Beginning a of said Lot 46 a dist 46, a distance of 503 direction following t West along the North TO HAVE AND TO HOLD to any wise belonging unto theirs, executors and administ against every person whomes	of Maps, page 38; it the Northwest is ance of 665.6 feet feet; thence No: the course of the line of Lots 45; it above described proper states to warrant and seever, lawfully claiming	records of Maricopa Cocorner of Lot 46; then et; thence East, paral rth to the Peninsular Peninsular Ditch, to and 46 to the place of t	unty Recorder, ce South along lel to the Nor Ditch; thence the North line beginning. beginning. and the GRANTOR esaid property unty part thereof.	described as the West line th line of Lot in a Northeasterl of Lot 45; thence d appurtenances thereto hereby binds her to the said GRANTEE,
Notary Public This instrument was acknowledged before me this day of the commission Expires: Notary Public Notary Public Notary Public Notary Public	County of Maricopa 1		ayt	for f, by Ca	me Bellen
Notary Public This instrument was acknowledged before me this day of the commission Expires: Notary Public Notary Public Notary Public Notary Public	My Commission Evolves		/	Juil	acin
My Commission Expires: Notary Public DKI 3851 PAGE 533	· m.	3 /563	· ·		Notary Public
My Commission Expires: Notary Public DKI 3851 PAGE 533	5 A L 1 S A C 1 S A S A S A S A S A S A S A S A S A S				
My Commission Expires: DKI 3851 PAGE 533 Notary Public	STATE OF ARIZONA)		This instrument was ack	nowledged before t	ne thisday of
My Commission Expires: DKI 3851 PAGE 533 Notary Public	County of Maricopa	77.		19 bv	
DKT 3851 PAGE 533 Notary Public					
DKT 3851 PAGE 533 Notary Public					and the second s
	Mr. Commission B				
	my Commission Expires:				NA-TALE.
	MIY COMMISSION EXPIRES:		DKT 3851 PAGE 53	3	Notary Public

Cou	INTY	D06377	16 77	
STATE OF ARIZONA SS. I hereby	certify that the within instrumen	at was filed and recorded	Fee No.	
IN DOCKET & Page Phoenix Title & Tre	14873 PAGE 265		3579	
When recorded, return to: Maricona County Board of Superviso	Witness my hand ar CLIFFORD I		ED Compared Photostated Fee:	
NO CHARGE Recorded at Request of Board of Supervisors.	By Paul C	A. Showers Deputy Recorder	MAY	
* adillocation dark describes religious reviewed described by 1990 (1990) (1990) (1990)	EASEMENT	R/W_41-243	104-67-7 67th Ave.	
HIGHWAY	PURPOS	ES <u>Item D-2064</u> Pol. No. 11	16-231	
JOHN W. WESSON AND PHYLL	IS A. WESSEN, husband ar	nd wife; AND W. H. W	ESSON AND	
EMMA E. WESSON, husband	and wife		GRANTORS,	
for and in consideration of the sum of One do hereby grant to MARICOPA COUNTY, ment easement and right-of-way, for the i and grade, level, fill, drain, pave, build, m sistent therewith, together with such bric ground embraced within the right-of-way	Dollar and other valuable consider a political subdivision of the Statollowing purposes, namely: The aintain, repair and rebuild a rosiges, culverts, ramps and cuts as situated in the County of Marico	eration, receipt of which is te of Arizona, its successor- right to enter upon the her d or highway, including it may be necessary, on, over pa, State of Arizona, and o	thereby acknowledged, the and assigns, a perma- einafter described land icidental purposes con- the under, and across the described as follows:	
The West Seven(7) feet o C.H.D. Northeast One-quarter(NE Proofed Range One(1) East of the Arizona;	f the East Forty(40) fee	et of the East 17 7/ ve(25), Township One se and Meridian, Mar	9 rods of the (1) North, icopa County,	
EXCEPT that part thereof Canal.	, if any, lying within	the right of way of	the New State	
13 k2 WH 13 k3				
To have and to hold the said easement and and unto its successors and assigns forev and maintenance of said public highway a the use thereof for utilities or other pub	right-of-way unto Maricopa Cou er, together with the right of ing nd all incidents thereto, and toge lic purposes not inconsistent wit	enty, a political subdivision tress and egress to permit t ther with the right to autho h its primary use as a high	of the State of Arizona he economical operation rize, permit, and license way.	· .
And the Grantors hereby covenant the land; that they have a good and lawful ri thereto against the lawful claim of all per	at they are lawfully seized and p ght to sell and convey it; and th rsons.	ossessed on this aforement at they will warrant the ti	ioned tract or parcel of tle and quiet possession	
The said easement to include the rigiting or that may be reafter grow upon the same from interfering with the efficient	nt to cut back and trim such port above described premises, as may maintenance and operation of sa	ion of the branches and top extend over said right-of-v id public highway.	s of the trees now grow- vay, so as to prevent the	
In the event the right, privilege and the purposes herein granted all rights her Wherever in the foregoing instrumen	ein granted shall cease and rever t the plural is used, it will be re:	t to the grantors, their heir ad as singular when necessa	s or assigns. rv. and wherever words	
indicating gender are employed, they will bated this 29 day of her	ember 1963	une or neuter as the contex	t requires.	
Think well	(Seal)	Mellean	(Seal)	
Phillis a Wess	(Seal)	2011	(Seal)	
	(Seal)		(Seal)	
STATE OF ARIZONA County of MARICOPA	•	t was acknowledged before	me this 294 day of	:
Co. John W. Wessen	AND PHYLLIS A. WESSON,	husband and wife: Al	VD W. H.	
	A E. WESSON, husband and			
FORM, 05-18 (REV. 8-15-81)		You a	Eaver	
•	My commission expires	Commission Expired May 8, 10	Notary Public 6	•
	UKT 4873 PAGE 20	35	(23)	

The West Seven(7) feet of the East Forty (40) feet of the East Forty (40) feet of the East of the Country in the Country of the Northeast One-quarter(UE) of Section Twenty-rive(20), Township One(1) North, Range One(1) feet of the East Forty (40) feet of the East of the Country in Country in the Northeast One-quarter(UE) of Section Twenty-rive(20), Township One(1) North, Range One(1) feet of the Fast Forty (40) feet of the East Ty (9) good of the Northeast One-quarter(UE) of Section Twenty-rive(20), Township One(1) North, Range One(1) feet of the Gast In (1) North, Range One(1) feet of the Gast In (1) North, Range One(1) feet of the Gast In (1) North, Range One(1) feet of the Gast In (1) North, Range One(1) feet of the Gast In (1) North, Range One(1) feet of the Gast In (1) North, Range One(1) feet of the Gast In (1) North, Range One(1) feet of the Gast In (1) North, Range One(1) feet of the Gast In (1) North, Range One(1) feet of the Gast In (1) North, Range One(1) feet of the Gast In (1) North, Range One(1) feet of the Gast In (1) North, Range One(1) feet of the Gast In (1) North, Range One(1) feet of the Gast of the Gast In (1) North, Range One(1) feet of the Gast In (1) North, Range One(1) feet of the Gast In (1) North, Range One(1) feet of the Range One(1) North, Ran	ም ለ ጥሮ	OF ARIZONA, County of Maricona: ss -	management of the state of the
WITNESS my hand and official seath teday and user intra above intra low over the county Receding. WITNESS my hand and official seath teday and user intra above intra low overing the following described property: By County Receding. The West Seven(7) feet of the East Forty(40) feet of the East 17 7/9 rods of the Northeast One-quarter(NE) of Section Twenty-five(25), Township One(1) North, Range One(1) East of the Gila and Salt River Base and Meridain, Maricopa County, Arizona; EXERPI that part thereof, if any, lying within the right of way of the New State Canal. 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 spuils. B. That in the event it becomes necessary, in the opinion of the County Engineer, to relocate fences, disches, structures, irrigation or otherwise, that it will be accomplished at no expense to Grantor. Fences to be relocated to private property or clear the above described granted right of way. C. Relocate the loading shutepters and gates if necessary as determined by County Regineers. All work shall be done in a workern like same 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 sgents, is hereby granted the right to enter upon the remaining property of the Grantor for the purpose of accomplishing #B above. Foreign For Maricopa Subscribed and sworn to before me this. The day of Maricopa for the general welfare and b	Id	o hereby certify that the within instrument was filed	and recorded at request of Phoenix little & livet Ca. /
Item No. DEDITA - Wesson WHEREAS a document, dated November 29 10 63 in the form of Sh. Sassment Covering the following described property: The West Seven(7) feet of the East Forty(40) feet of the East 17 7/9 rods of the Northeast One-quarter(WE) 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; EXERPI that part thereof, if any, lying within the right of way of the New State Canal. In a seven the 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, disches, extrustures, irrigation or otherwise, that it will be accomplished at no expense to Grantor. Fences to be relocated to Grantor's property and private tail water or drainage disches to be relocated to Grantor's property and private tail water or drainage disches to be relocated to Grantor's property to clear the above described granted right of way. G. Relocate the loading shute pressets and gates if necessary as dotermined 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. STATE OF ARIZONA COUNTY OF MARICOPA Subscribed and sworn to before me this 29 day of Maricopa for the general welfare and benefit of the public. STATE OF ARIZONA Subscribed and sworn to before me this 29 day of Maricopa for the general welfare and benefit of the public. STATE OF ARIZONA Subscribed and sworn to before me this 29 day of Maricopa for the general welfare and benefit of the publ	and /		
Item No. D-2064 - Wesson. WHEREAS a document, dated November 29 19.63 in the form of an easement covering the following described property: The West Seven(7) feet of the East Forty(40) feet of the East 17 7/9 rods of the Northeast One-quarter(WE) of Section Twenty-five(25), Township One(1) North, Range One(1) East of the Gils and Sait River Base and Mentiann, Naticopa County, Arizona; EKEFIT that part thereof, if any, lying within the right of way of the New State Canal. And 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 and 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 and private tail water or drainage ditches to be relocated to private property to clear the above described granted right of way. G. Relocate the locating shutepderalls, 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. 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. STATE OF ARIZONA COUNTY OF MARICOPA Subscribed and sworn to before me this Private Parket Par	WI	TNESS my hand and official seal the day and year fit	County Recorder,
WHEREAS a document, dated November 29 19.63 in the form of an examinar of covering the following described property: The West Seven(7) feet of the East Forty(40) feet of the East 17.79 rods of the Northeast One-quarter(WE) 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. 8. 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 henefit of the public. B. That in the event it becomes necessary, in the opinion of the County Engineer, to relocate fences, disches, structures, irrigation or otherwise, that it will be accomplished at no expense to Grantor. Fences to be relocated to Grantor's property and private tail water or draining ditches to be relocated to Grantor's property to clear the above described granted right of way. C. Relocate the loading shute poterable, 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 eassment for the above described land to the County of Maricopa for the general welfare and henefit of the public. S. That the County, or its agenty, is hereby granted the right to enter upon the remaining property of the Grantor for the purpose of accomplishing #B above. STATE OF ARIZONA Subscribed and swom to before me this 29 day of Marieness and Page County and Page County Fable. My commission expires My Commission Expires May 8, 1965 My commission expires My County Fable. My Commission expires My County Fable. Marieness My County Fa	12	3580 B	y Jan Deputy.
n. easement. covering the following described property: The West Seven(7) feet of the East Forty(40) feet of the East 17 7/9 rods of the Northeast One-quarter(NEt) 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. As 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 it agreed that it agreed that it agreed that it agreed that sagreed the same and 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, disches, 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 Frantor's property and private tail water or drainage ditches to be relocated to Frantor's property to clear the above described granted right of way. G. Relocate the localing shutepocatells, and gates if necessary as determined by County Engineers. All work shall be done in a workman like namer 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. STATE OF ARIZONA COUNTY OF MARICOPA Subscribed and swom to before me this 3.7 day of Nortender SEAL: My commission expires My Commission Expires May County Fublic Human Human Human Human Human Human Human Human Huma		Item No. D-2064 - Wesson	
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Northeast One-quarter(Nith of Section Twenty-five(25), Township One(1) North, Range One(1) Rast of the Gila and Salt River Base and Meridian, Maricopa County, Arizona; EXEPT that part thereof, if any, lying within the right of way of the New State Canal. 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, disches, structures, irrigation or otherwise, that it will be accomplished at no expense to Grantor. Fences to be relocated to Grantor's property to clear the above described granted right of way.			
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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, disches, 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. G. Relocate the loading shutepearable, 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. BY INCOMPACTIONA COUNTY OF MARICOPA Subscribed and sworn to before me this 29 day of barrenter in the day and year first annowment of the second state of the public fraction of the purpose of accomplishing #B above. STATE OF ARIZONA COUNTY OF MARICOPA Subscribed and sworn to before me this 29 day of barrenter in the day and year first annowment of the second state of		NOW THEREFORE, in consideration of forth, it is agreed, that this instrument contains	the same and further consideration hereinafter set
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, disches, 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. G. Relocate the loading shutepersals, 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 fib above. STATE OF ARIZONA Subscribed and sworn to before me this 39 day of November 1965 My commission expires My Commission Expires May 8, 1965 Notary Public Recommended for approval: Organical Subscribed and sworn of the Board Chairman of the Board Chairman of the Board Chairman of the Board Chairman of the Board Cleak of Board of Supervisors Date Cleak of Board of Supervisors		there being no further consideration paid than	herein specified.
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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 and private tail water or drainage ditches to be relocated to Grantor's property and private tail water or drainage ditches to be relocated to Grantor's property to clear the above described granted right of way. G. Relocate the loading shute provided and to the relocated to Grantor as a 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. STATE OF ARIZONA STATE OF ARIZONA SUbscribed and sworn to before me this 29 day of Noteroster 19 complete the form of the Board of Supervisors. My Commission expires My Commission Expires May 8, 1965 Notary Public County BOARD OF ARIZONA Clear of Board of Supervisors Date Clear of Board of Supervisors Date Clear of Board of Supervisors			d land for the general welfare and benefit
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C. Relocate the loading shutepters. 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 VINESS WHEREOF, the parties have executed this agreement the day and year first above written. Grantor Grantor Grantor Grantor To My Commission Expires May 8, 1965 My commission expires My Commission Expires May 8, 1965 My commission expires My Commission Expires May 8, 1965 Recommended for approval: Form Sale South State of Board of Supervisors Date Clerk of Board of Supervisors Date Clerk of Board of Supervisors		property to clear the above descri	ibed 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. B. WITTESS WHEREOF, the parties have executed this agreement the day and year first aligned with the county of Maricopa State of Arizona COUNTY OF MARICOPA Subscribed and sworn to before me this 29 day of Maricopa State. My commission expires May Commission Expires May 8, 1965 Notary Public Coding Engineer ACCEPTED: Maricopa County Board OF Supervisors Date Chairman of the Board Clerk of Board of Supervisors		C. Relocate the loading shutes	contais, and gates if necessary
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STATE OF ARIZONA COUNTY OF MARICOPA Subscribed and sworn to before me this 39 day of Marienta 19 day My commission expires My Commission Expires May 8, 1965 Recommended for approval: Torry Lawy Agent ACCEPTED: MARICOPA COUNTY BOARD OF SUPERVISORS by Chairman of the Board Clerk of Board of Supervisors Date Learnden: 16, 1963		for the general welfare and benef: 2. That the County, or its agents, is	it of the public. s hereby granted the right to enter upon the
STATE OF ARIZONA STATE OF ARIZONA SUbscribed and sworn to before me this 39 day of Marient 19 43 My commission expires My Commission Expires May 8, 1965 Recommended for approval: Torry Law May Agent ACCEPTED: MARICOPA COUNTY BOARD OF SUPERVISORS Date Acceptant 16, 1963			
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STATE OF ARIZONA STATE OF ARIZONA COUNTY OF MARICOPA Subscribed and sworn to before me this 39 day of Marentar 19 day My commission expires My Commission Expires May 8, 1965 In a Care SEAL: Recommended for approval: Iona Saura Saura Seal: Recommended for approval: Iona Saura Saura Seal: ACCEPTED: MARICOPA COUNTY BOARD OF SUPERVISORS by Chairman of the Board Clerk of Board of Supervisors Date December 16, 1963	2		a i ga e managa da la coma de e coma de coma d
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STATE OF ARIZONA COUNTY OF MARICOPA Subscribed and sworn to before me this 29 day of Maricopa 19 63 My commission expires My Commission Expires May 8, 1966 Recommended for approval: Torry Lane County Public Recommended for approval: Right of Way Agent ACCEPTED: MARICOPA COUNTY BOARD OF SUPERVISORS by Chairman of the Board Clerk of Board of Supervisors Date Licensian 16, 1963		IN WITNESS WHEREOF, the parties h	have executed this agreement the day and year first
STATE OF ARIZONA COUNTY OF MARICOPA Subscribed and sworn to before me this 29 day of Maricopa 19 63 My commission expires My Commission Expires May 8, 1966 Recommended for approval: Torry Laury Public Recommended for approval: Right of Way Agent ACCEPTED: MARICOPA COUNTY BOARD OF SUPERVISORS by Chairman of the Board Clerk of Board of Supervisors Date December 19 63			x Hon W. Western
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STATE OF ARIZONA COUNTY OF MARICOPA Subscribed and sworn to before me this 29 day of Maricopa 19 63 My commission expires My Commission Expires May 8, 1966 Notary Public Recommended for approval: Torry Lanet Gounty Engineer ACCEPTED: MARICOPA COUNTY BOARD OF SUPERVISORS by Chairman of the Board Clerk of Board of Supervisors Date Learney 19 63 Clerk of Board of Supervisors	ij.	Constitution of the Consti	
Subscribed and sworn to before me this 39 day of Market 19 63 My commission expires My Commission Expires May 8, 1966 Recommended for approval: Torry Lanet Manuel Scale SEAL: Recommended for approval: Torry Lanet Seal: Recommended for approval: Tor		STATE OF ARIZONA	Grantor WH. WESSON
Subscribed and sworn to before me this 39 day of Market 1965 My commission expires May 8, 1966 Notary Public Recommended for approval: Torry Lancet January Engineer ACCEPTED: MARICOPA COUNTY BOARD OF SUPERVISORS by Chairman of the Board Chairman of the Board Clerk of Board of Supervisors		COTINETS OF MARICORA SS.	
My commission expires My Commission Expires May 8, 1965 Notary Public Recommended for approval: Torry Lance Seal: Recommended for approval: Torry Lance Seal: Right of Way Agent ACCEPTED: MARICOPA COUNTY BOARD OF SUPERVISORS by Chairman of the Board Clerk of Board of Supervisors Date Learnes 16, 1963		and the second s	29 the baresher 1063
Recommended for approval: Torrest Same Same Same Same Same Same Same Same		the state of the s	
Recommended for approval: Torny Land January Engineer ACCEPTED: MARICOPA COUNTY BOARD OF SUPERVISORS by Chairman of the Board Clerk of Board of Supervisors Date Described: 16, 1963		My commission expires my commission Expires Ma	
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STATE OF ARIZONA ss. I hereby certify that the wi	thin instrument was filed and recorded	O1-DEED
County of Maricopa See 681 20 IN HOCKET & Page KI 4 702 Print 4		Fee No.
AABICODA CO DO OF CISTO PROPERTY	and indexed in	
AP WICOFF CO. BD. OF SUPERVISORS	ss my hand and official seal.	184699
When recorded, return to:	N. C. 'Kelly' Moore	Compared
Maricopa County Board of Supervisors	County Recorder	Photostated Fee:
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The second of th	Deputy Recorder	<u> </u>
EASEMENT FOR HI	GHWAY PURPOSI	is /
TEM NO DD 2476	r/wZ-	464
` A.J. Evans and Mary R. Evans, his w	I P	21-34-43C
or and in consideration of the sum of One Dollar and other vi	duphia appaidametica possista de List	GRANTORS,
nent easement and right-of-way, for the following purposes, nand grade, level, fill, drain, pave, build, maintain, repair and ristent therewith, together with such bridges, culverts, ramp ground embraced within the right-of-way situated in the Cought. The South Twenty-two(22) fact of the No.	rebuild a road or highway, including s and cuts as may be necessary, on, ov- nty of Maricopa, State of Arizona, and	incidental purposes con- er, under, and across the described as follows:
C.H.D.) The South Twenty-two(22) feet of the Model 275 feet of the West 480 feet of the Mortheast One-quarter (National Control of the Mortheast One-quarter (National	orth 420 feet of the Norther	st One-
(3) 10wnship 1wo(2) North, Range Seven(7)	West of the Gila and Salt Di	ver Base
9/23 and Meridian, Maricopa County, Arizona	• '	
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My commission expires May 8, 1966

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Maricopa County Board		1 ~/ "	IFFORD H. WAR	rī⁄ Coa	mpared otostated
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Board of Gupervice				·············	
E.	ASEMENT FO	R HIGHW	AY PURP	OSES	-
ITEM NO. D-2171		104-67-4,5	R/W_	41-246 Bro	
MILD	RED M. HAULOT, deal	ing with her sol	Pol. Le and separate	No. 11167467	•
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Right Of Way Contract

6390 V

Pol. No. 1116-467

Maricopa County, State of Arizona

M.C.H.D. an easement covering the	
The South Seven(7) feet of the North Forty(40) feet of to of the Northeast One-quarter(NE1) of Section Twenty-five North, Range One(1) East of the Gila and Salt River Base County, Arizona.	the West 71 & 1/9ths rods
has been executed and delivered by Grantorto Maricopa County, NOW THEREFORE, in consideration of the same and further forth, it is agreed, that this instrument contains the entire agreement there being no further consideration paid than herein specified.	consideration hereinafter set
THE COUNTY OF MARICOPA AGREES: A. To use the above described granted land for the gene	and walfame and homefit
of the public. B. That in the event it becomes necessary, in the opinito relocate fences, ditches, structures, irrigation be accomplished at no expense to Grantor. Fences to property and private tail water or drainage ditches property to clear the above described granted right	ion of the County Engineer, or otherwise, that it will o be relocated to private to be relocated to Grantor's
THE GRANTOR AGREE S:	
1. To grant an easement for the above described land to for the general welfare and benefit of the public. 2. That the County, or its agents, is hereby granted the remaining property of the Grantor for the purpose of STATE OF ARIZONA, County of Maricopa; ss. I do hereby certify that the within instrument was filed and recorded at request of the county of Maricopa.	he right to enter upon the
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PHOENIX USLIFE TITLE COMPANY OF

I do hereby certify that the within named instrument was recorded at remember IN OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA

Records of Maricopa County, Arizona

JAN 1 1 1985 -8 00

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

KEITH POLETIS, County Recorder

..... Ву County Recorder

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

16167

Escrow No. 169591-8

EASEMENT AND AGREEMENT FOR HIGHWAY PURPOSES

104-66-2

eastrent (th

68229 - 67th Avenue Project No. (Broadway Rd. to S.R. 85)

V-1755 Item No.

Valley National Bank of Arizona, as Trustee, an undivided 2 interest; and Faye Shreve. wife of Lloyd Shreve, dealing with her sole and separate property, an undivided ½ interest

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 casement 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:



Parcels of land lying in the Northwest one-quarter of the Northwest onequarter (NW4 of NW4) of Section Thirty (30), Township One (1) North, Range Two (2) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as:

Parcel #1: The East Twelve (12) feet of the West Forty-five (45) feet of the South 260 feet of the North 300 feet of said Northwest one-quarter of the Northwest one-quarter (NW4 of NW4).

Parcel #2: A triangular shaped parcel of land described as:

Beginning at the Point of Intersection of the South line of the North Forty (40) feet and the East line of the West Forty-five (45) feet of said Northwest one-quarter of the Northwest one-quarter (NW4 of NW4) of Section Thirty (30); THENCE Easterly, Forty (40) feet along said South line of the North Forty (40) feet to a point; THENCE in a Southwesterly direction to a point on said East line of the West Forty-five (45) feet that is Forty (40) feet Southerly from said Point of Intersection; THENCE Northerly to the Point of Intersection.

To have and to hold the said casement 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 convenant 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.

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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.

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.

TLIE	GRANTOR	AGREE	
I TIT.	TAR AIN LUIK	ALVKE.	

- 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 day of
Tano Shreve
Grantor VALLEY NATIONAL BANK OF AZ, AS TRUSTEE
El Comon
Grantor E. C. STEGMANN ASSISTANT VICE PRESIDENT Grantor
STATE OF ARIZONA
COUNTY OF MARICOPA ss.
The foregoing instrument was acknowledged before me this day of December 1984
- · · · · · · · · · · · · · · · · · · ·
By FAYE SHREVE & E.C. STEGMANN AS AGSISTANT VICE RESIDENT OF VALLY NATIONAL BANK OF ADJOUR, AS PRUSTED
My commission expires Apr. 3 1988 Seman Fledechian SEAL:
Notary Publica Common C
Recommended for approval: Right of Way Agent Right of Way Agent
MARICADA COLARIZA
ACCEPTED: My Comm. Expires Sept. 3, 1988 MARICOPA COUNTY BOARD OF
SUPERVISORS
by Jon Musey Wellockus
Chairman of the Baard Deputy County Engineer ATTEST:
Date: JAN 7 1985 Cheue Elleg)

SIMIE OF AMAZONA	111.4887 PAUE 126 DOGS 90 1
County of Maricopa	I hereby certify that the within instrument was filed and recorded Fee No.
JAN 17'64-8 POTAMENET & THE	age 2007 Face 120 and indexed in
<u> </u>	Witness my hand and official seal. 10'736
When recorded, return to:	MADE Compared
Maricopa County Board of Super	visors County Becorder Photostated Fee:
NO CHARGE Recorded at Request of Board of Cupervisors.	By Schlattle March M. Deputy Recorder
EASE	MENT FOR HIGHWAY PURPOSES
TTEM NO. D-2171	104-67-4,5 R/W 41-246 Broadway Rd.
MTI DRED M.	Pol. No. 1116-467 HAULOT, dealing with her sole and separate property
1933-033-03-345	respect, destring most net over any departure property
	GRANTORS, n of One Dollar and other valuable consideration, receipt of which is hereby acknowledged,
nent easement and right-of-way, i and grade, level, fill, drain, pave, sistent therewith, together with s	OUNTY, a political subdivision of the State of Arizona, its successors, and assigns, a perma- for the following purposes, namely: The right to enter upon the hereinatter described land build, maintain, repair and rebuild a road or highway, including incidental purposes con- such bridges, culverts, ramps and cuts as may be necessary, on, over, under, and across the -of-way situated in the County of Maricopa, State of Arizona, and described as follows:
100 (3 100 (4) 11 (6) 10 (4)	
and unto its successors and assign and maintenance of said public hi, the use thereof for utilities or oth And the Grantors hereby cov land; that they have a good and l	nent and right-of-way unto Maricopa County, a political subdivision of the State of Arizona is forever, together with the right of ingress and egress to permit the economical operation ghrway and all incidents thereto, and together with the right to authorize, permit, and license her public purposes not inconsistent with its primary use as a highway. The energy of the energy o
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Right Of Way Contract

6390 V

Pol. No. 1116-467

Maricopa County, State of Arizona

	Proje Item	No	41-246 Broad D-2171 - Ma EAS a documen	ulot t, dated	November			10, 1963	he form of	
M.C.H.D. Proofed M.C. MES 0/29/18 Charles WAR 29/18 29/18 12/9/60	of Nor	the Nor th, Rar	Seven(7) feet theast One-qu	n easement of the North earter(NE½) of t of the Gila	Forty(40) Section) feet o Twenty-f	f the We ive(25)	Township	9ths rods One(1)	
	forth	NOW '	THEREFORE, in greed, that this	ered by Grantor. consideration of instrument conderation paid the	of the same tains the en	and furt	her consi			
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	Α.	of the	e public.	escribed grant						
	В	to rel be acc proper	locate fences, complished at rty and priva	it becomes nec ditches, str no expense to te tail water the above desc	uctures, Grantor. or draina	irrigati Fences ge ditch	on or o to be : ies to b	therwise, t relocated t e relocated	hat it willow	ill e
		тне (GRANTOR	ACREE S						
	1.			nt for the abo	ve descri	bed land	to the	County of	Maricona	
	2.	for that	ne general well the County, or	lfare and bene r its agents, of the Granto	fit of th is hereby	e public granted	i the ri	aht to ento	er unon ti	he
STA	TE O			aricopa; ss. strument was filed				hoenix Title		
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A gent	STA	TE OF	ARIZONA)	Grant	or			and here	05
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Chief I	Му	commiss	sion expires	ommission Expires Se	ot 9, 1997 Notar	y Public	<u>n[].</u> []	The P	State	202
Ä	Reco	mmend	ed for approval	Right of Way A	gent (Gina	ref Z	ty Engineer	ord"	Sauceston,
rova	MAI	EPTED CICOPA	COUNTY BOA	ARD OF	ATT	EST:		~ <i>[]</i>		
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of pe	pà	=	Chairman of the	Board		C	lerk of Boar	rd of Supervisor	5	• .
nend	Date	XX	cember	16,1963		-				12 mm 1970
atecommended for approval	95-29	•		DRT 4887	PAGE 127	I	Board o	F SUPERVISIO	N	į

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orded, retu	rn to:	, -	* ,	* ·		401
County Boar	d of Supervisors 🖸	EASE	AK IZ AT ID		Server	P
a County Engir		AASE.	W. E. N. T.		(m) m m m	,
	4	34 100		₽\\$ <u>239-</u>	(5) Parcel 1.6	>
FRANK	M. PETERSON, husb	and of Wald	a J. Peterso	on, as his so	le and	<i>(</i>
	ate property					
* .					***	, Granto
and in consideration	n of the sum of One Dolla	ar and other va	luable considerat	ion, receipt of wh	nich is hereby ack	nowledge
ment and right-of- le. level, fill drain	way, for the following p	urposes, namel	y: The right to e	rizona, its success inter upon the he	ors and assigns, a reinafter describe	permaner d land ar
ps, and cuts as ma County of Maricon	n of the sum of One Dolla RICOPA COUNTY, a politi- way, for the following p pave, build, maintain, re- y be necessary, on, over, oa, State of Arizona, and	under, and ac	ross the ground	inway, together embraced within	with such bridge: the right-of-way	s, culvert situated
		. deborroed as	10110WS.			
0. The E	ast Seven (7) feet	of the Wes	t Forty (40)) feet of the	Southwest	
Range	uarter (SW4) of Se Two (2) East, of	ction Twent the Gila an	y-one (21), d Salt Hive	Township One	(1) North,	
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E OF ARIZONA	\ _{eq}	This is	nstrument was ac	knowledged befo	re me this 14 ⁷	day of
of MARICOPA	ss.					-
Kan Cak	JED ANUX EL PROPERTIE	<u></u>	June _	, 19_£2_/, by		
	FRANK M. PETERSON	N, husband	of Walda J.	Peterson, as	his sole	
	and separate prop		**************************************			
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	Carrier Const		Alfre	a Jul	Notary P	ublic
	CKI 30133 PAGE	My con	mmission expires	U		

(10)

Jounty Board of Supervisors

EASEMENT

	TAC	239-	5
70 / 177	$\Gamma \Lambda \Omega$	239-	

Item Parcel #16

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

Grantors

or 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:

M.C.H.O. Proofed

M.C.H.O. Proofed

M.C.F.

M.C.F.

M.C.F.

Checked

C.P.C.

Approved

M.C.F.

Approved

M.C.F.

Approved

M.C.F.

Approved

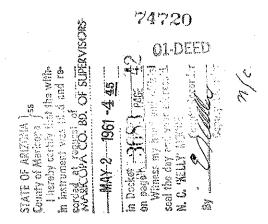
M.C.F.

M.C.F.

Approved

M.C.F.

The East Seven(7) feet of the West Forty(40) feet of the Southwest One-quarter (SW_4^1) of Section Twenty-one(21), Township One(1) North, Range Two(2) East of the Gila and Salt River Base and Meridian.



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 20th day	of april	, 19.6.(
demonstration and the second s		(Seal) Valda J. Peterson (Seal
98 K II.		(Seal) (Seal
The state of the s		(Seal)(Seal
100 Ave.	48 M	This instrument was acknowledged before me this 20 th day o
STATE OF ARIZONA County of MARICOPA	ss.	april 1961, by
,	WALDA J. PETERSO	N, wife of Frank M. Peterson.
		alshed 9 Buttan
		Notary Public
		My commission expires

I do hereby certify that the withing water entry	vas filed and recorded at request of M, Docket 13.5 at M, Docket 1
Page MAY 19	6 4 45 at Pookst
WITNESS my hand and official seal the day and	unty, Arizona. year first above written. N. C. "KELLY" MOORE, County Recorder, By Deputy.
51-12 74710 06-MIG	N. C. "KELLY" MOORE, County Recorder,
*****	Deputy.
Parcel No. 16	Phoenix
WHEREAS a document, dated	April 14 , 19.61 , in the form of
an Enganger	
	covering the following described property:
One-quarter (SW4) of Section Twent	y-one (21), Township One (1) North,
William to	Salt River Base and Meridian.
1.21 61 Conneg	
1 16 m	
has been executed and delivered by Granton	rto Maricopa County,
NOW THEREPORE	
there being no further consideration paid th	of the same and further consideration hereinafter set tains the entire agreement between the parties hereto an herein specified
	* · · · · · · · · · · · · · · · · · · ·
THE COUNTY OF MARICOPA AGR	EES:
1. 10 RELOCATE F.	ENCES IF NECESSARY
e. To use the above described on	cantod load C
benefit of the public.	anted land for the general welfare and
·	
THE GRANTOR AGREES_:	
1. To grant an easement for the abo	ove described land to the County of Maricopa
for the general welfare and bene	efit of the public
	one partice
IN WITNESS WHEREOF, the parties habove written.	nave executed this agreement the day and year first
The state of the s	and year nist
	Frank M. Votors
	Grantor
And the second second	Grantor
	WI WIELD!
STATE OF ARIZONA	Grantor
COUNTY OF MARICOPA	
Subscribed and sworn to before me this	14th day of ahril
My commission expires acres 10, 1962	(100 1196)
SEAL:	Notary Public J. Bullan
Recommended for approval: Ch. But	
Right of Way/Agent	Recommended for approval Watterfactual 4/19/01
Recommended for approval:	Chief Right-of-Way Agent
County Engineer	- / · · · · · · · · · · · · · · · · · ·
ACCEPTED: MARICOPA COUNTY BOARD OF	ATTEST:
SUPERVISORS ()	Let the second
by Burna	y y Comment
Chairman of the Board	Clerk of Board of Supervisors
Date	•
95-25 J OKT 3683 PA	~ 20
95.23	BOARD OF SUPERVISORS

STATE OF ARIZONA
County of Maricopa

SS. I hereby certify that the within instrument was filed and recorded
Fec No.

190802

190802

Witness my hand and official seal.
When recorded, return to:
Maricopa County Board of Supervisors

Witness my hand and official seal.
PAUL N. MARSTON
County Recorder

Exament for Highway Purposes

EASEMENT FOR HIGHWAY PURPOSES

TTEM NO. J-2777

104-60-2

R/W# 23-039 5lst 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, culvarts, 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 Thirty (30) feet of the West Seventy (70) feet of the South 455.79 feet of the Southwest one-quarter (SW2) 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 Muricopa 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 musculine, feminine or neuter as the context requires.

Dated this 4th day of	L August	<u>t</u>		1	
		(Seal)	Frank	m. Teters	Lorsa (Seel)
		(Seal)	Wieda	Leters	2n / (Seel)
STATE OF ARIZONA	} ss.	This	instrument was ackn	owledged before i	ne this 4 day of
County of MARICOPA	1 ***		Myunx	19 20 by	
Frenk M.	Peterson	and Walda Peterso	n, his wife		
			\mathcal{A}		
EDM# 95-16 (REV. 7-24-63)			nch	DO	86.
		My commission expires	Jan 1- 1	97/	Notary Public
				•	

STATE OF ARIZONA

COUNTY OF MARICOPA

Project No. #23-039, 51st Ave.

Recommended for approval:

ACCURATED P & Z Chief Cartegrapher ATTEST:

PHOTOSTATIC COPYS REQUESTED
MARICOPA COUNTY HIGHWAY DEPT.

190803 Right Of Way Contract 24-R. AGR. Maricopa County, State of Arizona

DKT 8364 9976 PAGE 172

Project No. 23-039 51st Avenue, Date August 4, 1970 [sem No. J-2777 (Sgit River Bridge)]	
tem 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:	
The East Thirty(30) feet of the West Seventy(70) feet of the South 455.79 feet of the Southwest one-quarter(SWA) 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 5 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.	
Ido hereby certify that the within named instrument was cappided at request of MARLUM CO. 2007 CO., Arizona OCT 20 70-2 25 Docket DKTOJEFScePACE 1 A Records of Maricopa Co., Arizona WITNESS my hand and official seat the dev and year efforced. PAUL N. MARSTON, Maricopa County Recorder, By DEVISION Deputy	
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.	
Grantor Grantor	
STATE OF ARIZONA COUNTY OF MARICOPA	
Subscribed and sworn to before me this daffor dugle 19	
My commission expires Au 1 SEAL:	
ACCEPTED: MARICOPA COUNTY BOARD OF	
by Chairman of the Roard Clerk of Board of Supervisors	
pare October 13,1920	
BOARD OF SUPERVISORS	



52501 21-1N2F

104-60-2A

Project No. 11501 51st Ave. Bridge @ Salt River Item No. U-374

353269 EASEMENT (ES)

1,3700

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_2^1 SW $_4^1$) 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.

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 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.

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

A. Ordway, Director Arizona Department of Transportation

STATE OF ARIZONA SS. COUNTY OF MARICOPA

On this the 35th day of September , 1980, before me, DEUERLY W.GRIECITH , 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.

IN WITNESS WHEREOF I	hereunto set my hand and official seal.
My Commission expires:	0 1
My Commission Expires Oct. 17, 1983	Beverley W. Driffith
U.D. & 1 C.	NOTARY PUBLIC
Recommended for approval:	Morean Rester & Cosler Works
10 mg	Agent County Engineer
ACCEPTED:	ATTEST:
MARICOPA COUNTY BOARD OF SUPERVISORS	
10/000	St. G.) 0.00
Chairman of the Byar	clerk of Board of Supervisors
Date OCT 201980	SORS

WRL:pa 8-28-80

SUPER I hereby certify that the winstrument was filed and a led at request of ď . ც O CV. ಕ್ಟ

WHERE RECORDED RETU Maricopa County Fighwa	RN TO: * Phoeni	C DKT 14753PG	753 D14755
CATE OF ARIZONA S Estate Chiliston Certify of Maricopa	· · · · · · · · · · · · · · · · · · ·		Fee No.
	MARICOPA CO. BD.	OF SUPERVISORS	4.
14733.4	, ,		330650
	OCT 10 1	***	
When recorded, return to:	Witness my hand and		Compared Photostated P
faricopa County Board of Supervisors	GEL INCHAN	County Recorder	1000 miles
faricopa County Engineer	By /	Deputy Recorder	Ponneded at Request of
	I Juny on	£.2.	ve Bridge @ Salt Rive
(Quit-Claim Beed	ับ-376 104-63-4B	
For the consideration of One Dollar, and of			. /
Ado1ph & Sophie Bulleri ereby quit-claim to MARICOPA COUNTY, a p			
a the following real property situated in Mari			
		27-111	8 27
	•	708-63	JAB 1,610 AG
•		19 D	1100
	See Exhibit A		month of the second
		13678	
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	•	1	0033
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		2000	<u> </u>
Recommended for approval: Thorne	rush Testa	Here I	
Right-o	f-way Agent		ngineer
ACCEPTED: MARICOPA COUNTY BOARD OF SUPERVISC	RS		
Fred ADDark		1/5/1	00 / .
Chairman of the Board		Clerk of the Bo	ard
Date 0CT 6 1980			,
	•		
TO HAVE AND TO HOLD the same toge	the will all the enumeronous	thereunte belonging	to the grantee, its suc-
cossors and assigns forever, for the use and b	enefit to the public as a right	of way, for highway p	urposes.
Dated this 17th day or September & Soph a Buller	l 19 60	•	
Dated this day of the s	v Di	shopph Bu	Please
A SOPPHIC PRANCEZE		0	The second secon
			And the forest transfer of the first researcher convents (44) should be about the convents of the first firs
	The second secon		and the second s
			The second section of the sect
STATE OF ARIZONA	This instrument w	as acknowledged befor	e me this 19th day of
Courty of MARICOPA ss.	San Voil 10.	80	
	0 ,	III Sale, by	en la
Adolph & So	phie Bulleri		
	Thomas	K. Foeter	
i		Mr. Pararet	Notary Public

My commission expires My Commission Expires June 20, 140

Exhibit "A"

That portion of the South three-quarters of the Northwest one-quarter (\$3/4, NW₂) 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 (E_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 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 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 (E4) 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.

	, Records of Maricopa Co	unty, Arizona.	M., Docket	X ('''
WILLYESS MY DARG	and official seal the day and	l year first above written. N. C. "KELLY" MC By		
-12	/ OI / C	Ву	Collen	Deputy,
Parcel No. 12		* Phi	oenix	D05294
WHERE	AS a document, dated	April 6	, 19 <u>_61</u>	, in the form of
an Eas	ement	covering	g the following de	escribed property:
Southeast On Range Two(2) Easement for point situat	en(/) leet of the Eds e-quarter (St of SEt) East, of the Gila an road purposes over t ed North 1008 West 6	of Section Twenty(d Salt River Base a he following descri 59.95 feet and Sout	20), Township nd Meridian; S bed tract; Beg n 70°25; West	One(1) North, Subject to an inning at a 34,78 feet from
the Southeas thence South point on the the place of	ement en(7) feet of the Eas e-quarter (50 of SE2) East, of the Gila an road purposes over t ed North 108 West of corner of said Sect 19°35' East 20.00 fe West line of the Cou beginning.	ion 20; thence Sout et; thence North 70 nty Road; thence No	h 70°25' West '°25' East 889. rth 1°08' West	896.06 feet; 39 feet to a 21.08 feet to
has been execu	ted and delivered by Gra	ntorto Maricopa C	ounty,	
forth, it is agr	EREFORE, in considerat eed, that this instrument further consideration pai	contains the entire agr	eement between	on hereinafter set the parties hereto
6. `	UNTY OF MARICOPA A	GREES: oh.LV	Lor The bu	rposes state
1. To use t	he above described gr ablic. I'm sai'd hav	anted land for the	goneral welfer	a and benefit
2. To move	approximately 100 fee	t of chain link fer	ice 10 feet bac	k of the 40 foot
line, ga 3. To reloc	te houses to be in th ate or replace cattle	e ten feet back of	R/W line.	
	•			
				•
mirana au-				
	ANTORAGREE	:		
, 1. To grant	an easement for the	_: above described lar	d to the Count	y of Maricopa for
1. To grant	an easement for the	it of the public.		
1. To grant	an easement for the	it of the public.		
1. To grant	an easement for the	it of the public.		
1. To grant	an easement for the	it of the public.		
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IN WITT above written.	an easement for the ral welfare and benefice purposes ment, TESS WHEREOF, the particular and sworn to before m	stated in s rties have executed thi Grantor Grantor e this 6th day of	and here is agreement the constant of the Aurth	n Mentionet
In with above written.	an easement for the ral welfare and benefice purposes ment, TESS WHEREOF, the particular and sworn to before m	rties have executed this Grantor Grantor Grantor Woodary Published	and here is agreement the constant of the Aurth	n Mentionet
IN WITT above written.	an easement for the ral welfare and benefice purposes nent, TESS WHEREOF, the particles and sworn to before meaning the repires 8/4/64 for approval: Right of War	stated in s rties have executed thi Grantor Grantor e this 6th day of	and here is agreement the constant of the Aurth	n Mentionet
IN WITT above written. IN WITT above written. IN GONTA OF CONTRACTOR CONTRACTOR COMMISSION SEAL:	an easement for the ral welfare and benefice purposes The	stated in s rties have executed thi Grantor	and here is agreement the constant of the Aurth	in mentione in the lay and year first ton.
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IN WITT above written. IN WITT above written.	an easement for the ral welfare and benefice purposes The	stated in s rties have executed thi Grantor Grantor	and here is agreement the constant of the Aurth	lay and var first ton 1961 Chief Right of Way
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IN WITH above written.	an easement for the ral welfare and benefice purposes The	rties have executed this Grantor Grantor Grantor Grantor Hospital Agent ATTEST:	and here is agreement the constant of the Aurth	In Mentione Day and rear first form. (on 1961 (on Chief Right of Way

When recorded, return to g When recorded, return to g Maricopa County Board of Supervisors & EASEMENT Maricopa County Engineer R/W Southern Ave. to Road, Parcel #12	Avenus Buckeye
Henderson Stockton and Lois M. Stockton, hid wife	~
for and in consideration of the sum of One Dollar and other valuable consideration, receipt of which is hereby ack; do hereby grant to MARICOPA COUNTY, a political subdivision of the State of Arizona, its successors and assigns, a easement and right-of-way, for the following purposes, namely: The right to enter upon the hereinafter describe grade, level, fill, drain, pave, build, maintain, repair and rebuild a road or highway, together with such bridger ramps, and cuts as may be necessary, on, over, under, and across the ground embraced within the right-of-way the County of Maricopa, State of Arizona, and described as follows:	nowledged, permanent i land and culverts, situated in
The West Seven(7) feet of the East Forty(40) feet of the South One-half of the South One-quarter (S ₂ of SE ₄) of Section Twenty(20), Township One(1) North, Range Two(2 of the Gila and Salt River Base and Meridian; Subject to an Easement for road purpover the following described tract: Beginning at a point situated North 1° 08' West 659.95 feetland 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. feet to a point on the west line of the County Road; thence North 1° 08' West 21.00 to the place of beginning.) East, poses t
SUBJECT TO all taxes, liens, encumbrances, easements and right-of-way of record against the herein described property and the easement and of-way hereby conveyed.	iys l right-
70177 01-DEED	
STATE OF ARTEON Country of Sharksons In Instruction of Sharksons Corrected As Persons Correct	
To have and to hold the said easement and right-of-way unto Maricopa County, a political subdivision of the State and unto its successors and assigns forever, together with the right of ingress and egress to permit the economica and maintenance of said public highway and all incidents thereto. And the Grantors bereby covernant that they are lawfully seized and possessed on this aforementioned tract, land; that they have a good and lawful right to sell and convey it, that it is free from all oncumbaneous and that	
The said easement to include the right to cut back and trim such portion of the branches and tops of the growing or that may hereafter grow upon the above described premise, as may extend over said right-of-wa 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 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, an words indicating gender are employed, they will apply to either masculine, feminine or neuter as the context required this 6th day of April 1961	be used for
(Seal) Volo M. Stockston	(Seal)
(Seal)	(Seal)
STATE OF ARIZONA County of MARICOPA Storatori and Loes M. Stockton. This instrument was acknowledged before me this 6t April 1961, by Henderson	h day of
Claire Harder To	Public
My commission expires 8/4/64	3

््राचे अपन्त निर्माण कार्य के अपन

Return to: Maricopa County Board of Supervisors

5 294

Parcel No. #12

Project FAS 289(5), 51st Ave. Southern Ave. to Buckeye Road

CONSENT TO EASEMENT

KNOW ALL MEN BY THESE PRESENTS:
THAT WHEREAS, Lois A. Holcombe, wife of John M. Holcombe, as her
sole and separate property , has an interest in the below described real
property, such interest being evidenced by a certain instrument dated 2/13/58
and recorded in Docket <u>2413</u> at Page <u>s 196-199</u> , Records of Maricopa Caunty,
Arizona; and
WHEREAS, there has been granted to MARICOPA COUNTY, a political sub-
division of the State of Arizona; across the lands described in said instrument,
a permanent easement and right-of-way, dated April 6, 1961 , for
the purpose of the construction and maintenance of a road or highway and appurtenances
on, over and across the following described land:
The West Seven(7) feet of the East Forty(40) feet of the South One-half of the Southeast One-quarter (So of SE1) 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 wer the following described tract; Beginning at a point situated North 1º08' West 659.95 feet and South 70º25' West
34.78 feet from the Southeas, corner of said Section 20; thence South 70°25' West 896.06 feet; thence South 12 35' East 20 10 feet thence North 70°25' East 889.39
fort to a made a like the like
Trace to the brace of pasting the : 1 - 15
66423
41 Sp3=20 + 81 > 2 N
DE LE SE LE
NOW, THEREFORE, SEL LOSS & Hoscombe hereby
magnisents to the grant of said easement and right-of-way and agrees that any sale,
made under the provisions of said instrument, shall be subject thereto.
EXECUTED April 6, 1961

EXECUTED April 6, 1961

BY A Lois A. Holcombe

STATE OF ARIZONA...) County of Herropeles.

(100 pg 100 m

This instrument was acknowledged before me this

day of April

, 1961, by Lois A. Holcombe

Notary Public

My Commission expires 8/4/

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

9208-745-745

Records of Maricopa County, Arizona.

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

PAUL N. MARSTON

County Recorder

White recorder return to: MARICOPA COUNTY BOARD OF SUPERVISORS

EASEMENT AND AGREEMENT FOR HIGHWAY PURPOSES

104-59-1

Project No. 11500 (23-039), 51st Ave. (Salt River Bridge)

Item No. 1-2776

HENDERSON STOCKTON and LOIS M. STOCKTON,

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 casement 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

MARICOPA COUNTY CARESTON OF THE HIGHWAY DEPT.

of the South one-half of the Southeast one-quarter(St of SEt) of Section Twenty(20), Township One(1) North, Range Two(2) East of the Cila and Sait River Base and Meridian, Maricopa County, Arizons.

To have and to hold the said easement and right-of-way unto Maricopa County, a political subdivision of the State of Arizona and unio 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 essement 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.

4

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.

THE GRANTOR AGREE

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

- 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 TN above.

Dated this 3 rd day of January,	10-72
Grantor	Grantor J.
Grantor	Grantor Vico my
STATE OF ARIZONA, COUNTY SIMARICONA SS.	Grantor Too M. Stockton
Substribed and prom to before me this 3/2	day of January , 1972
My commission expres 1/20/2 -	Marine E. Merrie SPAL.
Recommended for approve habeland	NOCEST PRINCES OF THE
ACCEPTED: Right of Way Agent MARICOPA COUNTY BOARD OF SUPERVISORS	ATTEST: County Engineer
by Chairman of the Board	ast, Clerk of Board of Supervisors
Date January 24, 1972	
	, ,

OF MAUTEST CELLS m 14634% 595 and Highway Dept. do hereby certify that the within named asstrument was recorded at request of MARICOPA CO. BD. OF SUPERVISORS WITNESS my hand and official seal the day and year aforesaid. BILL HENRY County Recorder peputy Recorder ecorded at Request of When recorded return to: MARICOPA COUNTY BOARD OF SUPERVISORS

EASEMENT AND AGREEMENT FOR HIGHWAY PURPOSES 104-63-2

Project No. 11501 = 51st Ave @ Salt River

OF PHOENIX, a municipal corporation

Board of Supervisors.

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



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.

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.

Mentod as to form grk	
There there	
CTING OLLY ALLOT NOT	
ATTEST: Lowet Vinkinger	
Dated this 30 day of kell,	19.80 MARVIN A. ANDREWS City Manager Authority
Grantor	Grantopy Real Estate Administrator
Grantor	Grantor
STATE OF ARIZONA COUNTY OF MARICOPA Subscribed and sworn to before me this My commission expires Commission Expires Feb. 1, 1981	day of John SEAL:
Recommended for approval: Month Right of Way Agent ACCEPTED: MARICOPA GOUNTY BOARD OF SUPERVISORS by Chairman of the Board AUG 18 1980	ATTEST: Deputy County/Engineer ACTEST: Clerk of Board of Supervisors
Date AUU 10 1000	

That portion of west one-quarter (1) North, Range Maricopa County: lying 100 feet (1) North, One (1) North, Maricopa County along the East herein describe Highway Station No. 11501, Brith 672, 28 feet al

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:

hereby authorized to execute a permanent right of way easement and a temporary roadway and construction easement across cityowned 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:

- 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 day of JULY , 1980.

MARGARET T. HANCE M A Y O R

ATTEST:

Tracky miel

ACTING City Clerk

APPROVED AS TO FORM:

ACTING

__City Attorney

REVIEWED BY

MARVIN A. ANDREWS

City Manager

PARCEL NO	104-63-	-2	
PROJECT N			
& NAME_	51st Ave	Bridge	<u>@ Salt</u>
	Ríver	;	
TTEM NO	11_275_1 5	. 2	

Know all persons by these presents:

That	CITY	OF	PHOENIX,	a	municipal		·

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 oundersigned, 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 38 | ZSPN 80 CITY CLERK DEPT.

Date.

Approved as 10 Toral Res.		• *
ACTINO CITY ATTORNA		
ACTING City Attorney	•	
ATTEST:		
_ shat minego		
acting city, clear.		
Dated this 30 day of 4, 1	9 8 MARVIN A. ANDREWS	7
	City Manager	
Grantor	Grantor Real Estate Administrator	The state of the s
Grantor	Grantor	· ·
STATE OF ARIZONA		
COUNTY OF MARICOPA ss.	ta Ni)
Subscribed and sworn to before me this 30	day of July	
My commission expires My Commission Expires Feb. 1, 1981	Hay Banken	SEAL:
of a min	Notary Public	**
Recommended for approval: Right of Way Agent	- Mattires	
ACCEPTED: MARICOPA COUNTY BOARD OF	ATTEST: Deputy County Engineer	
SUPERVISORS	A Comment	-
by That North	Theate bold	
Chairman of the Board AUG 181980	Clerk of Board of Supervisors	HINA

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 $_2$ of NW $_4$ of NW $_4$) 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 2007wide 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.

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 $12^{\circ}33'57"$ 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 24036'29"; 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 $22^{\circ}38$ '59"; thence Northeasterly, Northerly and Northwesterly, 491.26 feet along the arc of said curve to the beginning of a tangent; thence North $10^{\circ}36'27"$ 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 $24^{\circ}35'27''$; 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 2900'00"; 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 $100\text{-}\mathrm{foot}$ wide temporary construction easement.

DESC OK WW/ 7-11-80

M.C.R.S.
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Concern
S/// SO
Approved

TEMPORARY CONSTRUCTION AND ROADWAY EASEMENT

EXHIBIT A

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DESC. OK WW.

M.C.II.D.
Proofed
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J.J. S.C.

Appaved

P.J. S.C.

GRANTORS,

9.2	0.8	-748	- 74	9	•	VARICOPA.	CO. B	d of super		223	94
WITNESS	rds o	f Maricop	а Сош	tv, Ariz	ona. e day an	d year af	oresaid	JM 28	72 -2 55	24	R AGR
Which reco	rded	- PAUL county Reco	der				Zolo Dep D OF	nutra Recorder SUPERVISO	 RS		n/c
	703 203	EASEM	ENT	AND	AGRE	EMENT	FOR	HIGHWA	Y PURPO	SES	
· "	ež.							Project No.	11500 (Sale R J-2776	iver Brid	51st Ave.
	н	NDERSO	N ST	OCKTON	and]	LOIS M.	STO				

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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.

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 projecty line to the south property line adjacent to our west right-of-way line. The County will not maintain this private roadway.

THE GRANTOR AGREE :

PHOTOSTATIC COPYS REQUESTED

MARICOPA COUNTY HIGHWAY DEPT.

MARICOPA COUNTY P & Z COMM.

- 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.

Dated this 3rd day of January , 11	72
Grantor	Grantor J.
STATE OF ARIZONA.	Grantor Trio M. Stockton
Subscribed and spring to before me this 3 MM	no 1/2 E Acris
Recommended for approve ASSIGNATION ACCEPTED.	Notary Public County Engineer
MARICOPA COUNTY BOARD OF SUPERVISORS	Emma L. Cantwell
Date January 24, 1972	Clast, Clerk of Board of Supervisors
	,



131273



nt Daques**f of**

United States Department of the Interior

BUREAU OF LAND MANAGEMENT ARIZONA STATE OFFICE PHOENIX, ARIZONA 85073 EASEMENT (ES) 2400 VALLEY BANK CENTER

(602) 261-4774

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

11501 - 51st Avenue Item U-378

April 9, 1981

DECISION

RIGHT-OF-WAY GRANTED 1/

Details of Grant

Serial Number of Grant: AR-030568 (Amendment)

(T)

Name of Grantee: Maricopa County Highway Department

Map Showing the Location and Dimensions of Grant:

DKT 15182 PC 961

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)

STATE OF ARIZONA ss County of Maricopa

I hereby certify that the within instrument was filed and re-APR 22 1981 -1 30 gorded at request of .

Code Reference: 43 CFR 2800

Regulations Applicable to Grant:

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: ____

in Docket on page

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

Bell Henry

County Recorder Deputy Recorde

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

MAR 3 1) 1301

Date

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

Terms and Conditions of Grant

(機能性の) 東京などできます。

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:

- 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 BIM 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.

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- 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 rightof-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 an:

T. 1 N., R. 2 E., GSR Mer., Arizona sec. 29, NEWNEW.

Mario L. Lopez

Chief, Branch of Lands and Minerals Operations

Enclosures:

STATES AND STATES OF STATES OF STATES

Encl. 1 - Fence Instructions

Encl. 2 - Certificate of Construction

Encl. 3 - Form 1814-2 Encl. 4 - Form 1814-3

cc: Phoenix District Office, BLM

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- 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, NEWNEY.

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

Enclosures:

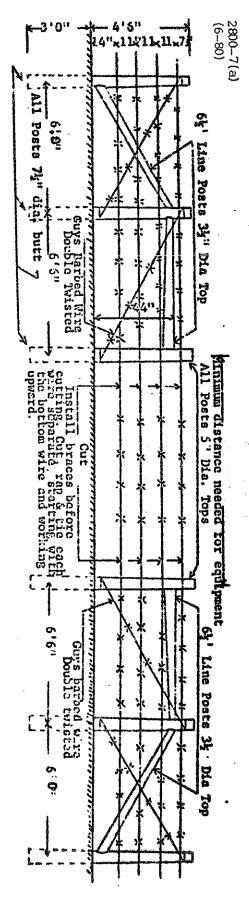
Encl. 1 - Fence Instructions

Encl. 2 - Certificate of Construction

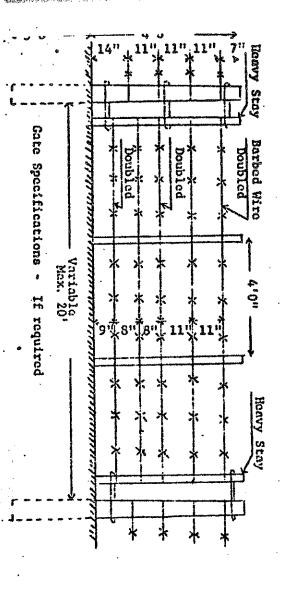
Encl. 3 - Form 1814-2 Encl. 4 - Form 1814-3

cc: Phoenix District Office, BLM

DKT 15182 PG 965



Note: Gap should be filled with a funce 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 fance 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 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.

AR-030568

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

EQUAL EMPLOYMENT OPPORTUNITY & AFFIRMATIVE ACTION PLAN STIPULATIONS1/

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:2/
 - (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).
- 1/ Stipulations inapplicable to companies or entities employing less than 15 people.
- 2/ 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).

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11501 - 51st Avenue Bridge @ Salt River 104-64-007 U 372

DKT 14747/8 427

Exhibit "A"

That portion of the North one-half of the Southeast one-quarter of the Northeast one-quarter (N_2 , SE_4 , NE_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 (E4) 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 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 lie North 6°11'54" West, 1634.61 feet to the East one-quarter (E%) 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.

M.C.H.D.
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0/9/80
Approved

Right Of Way Contract

Recorded at Request of Board of Supervisors.

Maricopa County, State of Arizona 11501 - 51st Ave. Bridge at

	EASEMENT (ES)		Salt River, U-372
Project No.	CHOLIMIC	Date_September_5	. 1980
Item No	Cambantas C	10.0	O in the form of
WHEREAS a document, dated	September_9,	_covering the followin	g described property:

DKI 1474716 428

BOARD OF SUPERVISORS

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:

- To use the above described land for the general welfare and benefit of the public.
- To pay the sum of One Thousand Seven Hundred Forty dollars (\$1,740.00) for the right of way as described herein.
- 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

- 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.
- 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. STATE OF ARIZONA COUNTY OF MARICOPA Subscribed and sworn to before me this My commission expires. Recommended for approval: Thomas K. ATTEST: ACCEPTED: MARICOPA COUNTY BOARD OF

DKT 14747FG 429

Exhibit "A"

That portion of the North one-half of the Southeast one-quarter of the Northeast one-quarter (N₂, SE $_4$, Ne $_4$) 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:

M.C.H.B. Proofad T.R.K. 177/8 Obechad T.R.F 7/9/8 Approvi

Beginning at the East one-quarter (E%) 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 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 (E^{I}_{λ}) 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 -3 15

STATE OF ARIZONA STATE County of Maricopa

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

MARICOPA CO. BD. OF SUPERVISORS

in Docket 14747
on Page 726-925

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

Bill Henry

Gounty Throutler

N-C

Mali Junty Highway Dept.	DKI 1463496	595 EASEMENT (ES)
	was recorded at reques	Fee No.:
Darley 14630 Vage 595-602	MARICOPA CO. BD. OF	SUPERVISORS 268651
AUG 22 1980 -11 90 , Records of Maricopa County A WITNESS my hand and official seal the day and year af	rizona. oresaid.	Fee: n C
BILL HENRY, By By	in Ono	
County Recorder When recorded return to: MARICOPA COUNTY BOAR	D OF SUPERVISORS	Recorded at Request of Board of Supervisors.

EASEMENT AND AGREEMENT FOR HIGHWAY PURPOSES 104-63-2

Project No.	11501	- 51st Ave @	Salt River
		Bridge	
Team No	11-375		

PHOENIX, a municipal corporation

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for and in consideration of the sum of One Dollar and other valuable consideration, receipt of which is hereby acknowledged, for and in consideration of the sum of the Donar and other variable 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



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.



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 (N $\frac{1}{2}$ of NW $\frac{1}{2}$ of NW $\frac{1}{2}$) 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 $6^{\circ}11'54"$ 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.G.H.D.
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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 MX)

, ii:

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:

- 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.

	· · · · · · · · · · · · · · · · · · ·
	PARCEL NO. 104-63-2
	PROJECT NO. 11501 & NAME 51st Ave Bridge @ Sal
	River ITEM NO. <u>U-375-1 & 3</u>
Know all persons by these presents:	•
That CITY OF PHOENIX, a municipa	il corporation
As	
of Maricopa County State of Arizona do here	eby grant permission to Maricopa County, a

SEE EXHIBIT A

political subdivision of the State of Arizona the right to enter upon a parcel of land

> 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:

described as follows:

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.

DKI 14634PG 601

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 | 26 PM 30 COLY CLERK DEPT.

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Approved as to form KTR	,
Jellet flur	
ACTING CLTY Attorney	•
ATTEST	
ATTESCA	
Lollist Willinger	
ACTINE CITY CLERK	
Dated this 30 day of	An
day of the	, 19
	Oity Manages
Grantor	Grantor Real Estate Administrator
	non count minimum of the country
Grantor	Grantor
STATE OF ARIZONA	176
COUNTY OF MARICOPA Ss.	
•	2) 4
Subscribed and sworn to before me this	day of 19
My commission expires My Commission Expires Feb. 1.	
James date	Notary Public MA
Recommended for approval: Thomas Fold	the Matters
ACCEPTED: Right of Way Agen	ATTEST: Deputy County Engineer
MARICOPA COUNTY BOARD OF SUPERVISORS	
The Korry	2/ 4/10
Chairman of the Board	Clerk of Board of Supervisors
Chairman of the goard AUG 8 980) South of Board of Bullet Aisota
Date	

11501 - 51st Avenue Bridge at Salt River 104-63-2 U 375-1 & 3

TEMPORARY CONSTRUCTION AND ROADWAY EASEMENT

EXHIBIT A

That portion of the North one-half of the Northwest one-quarter of the Northwest one-quarter (Nz of NW4 of NW4) 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 striptoft land 100 feet wide having for its westerly line the easterly line of the 200/wide 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
TRP

C BOKO
Checked
TRF

CH4BO
Approved

2414/80

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 29000'00"; 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.

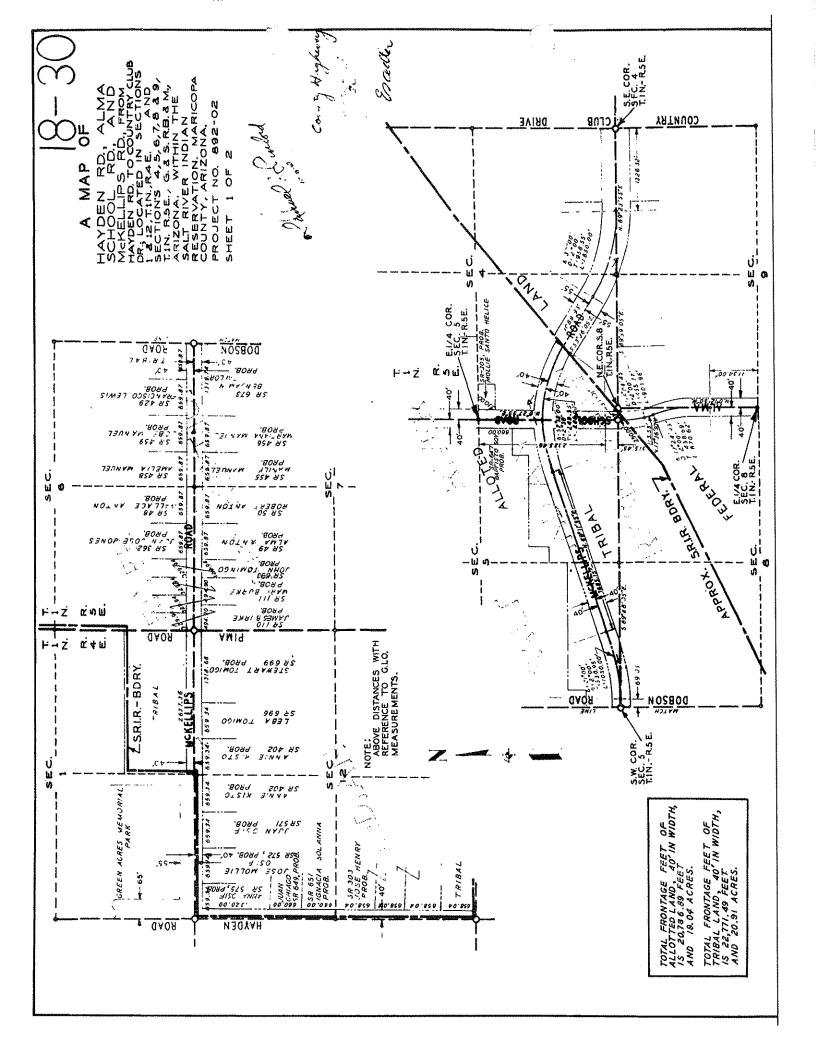
DESC OK WX

SUPPORTING

DOCUMENTS

For

PANEL 3A





MARICOPA COUNTY RECORDER HELEN PURCELL

97-0760481

10/30/97

12:51

UNITED STATES GOVERNMENT DEPARTMENT OF THE INTERIOR **BUREAU OF INDIAN AFFAIRS**

- WHEN RECORDED RETURN TO:

Right-of-Way Division

Maricopa County Department of Transportation

GRANT OF EASEMENT FOR RIGHT-OF-WAY

Project Number 68859 HAYDEN ROAD (MCCLINTOCK DRIVE) RED MOUNTAIN FREEWAY TO MCKELLIPS ROAD ITEM NUMBERS

Z1-0321,

Z1-0322,

Z1-0323,

Z1-0324,

Z1-0325

DO NOT REMOVE

This is part of the official document

GRANT OF EASEMENT FOR RIGHT-OF-WAY

KNOW ALL MEN BY THESE PRESENT:

That the United States of America, acting by and through its Superintendent, Salt River Agency, Phoenix Area Office, Bureau of Indian Affairs, Department of the Interior, Phoenix, Arizona, hereinafter referred to as "Grantor" under the authority contained in 209 DM 8, 10 BIAM 11, and pursuant to the provision of the Act of February 5, 1948 (62 Stat. 17 25 U.S.C. 323-328), and Part 169, Title 25 Code of Federal Regulations, in consideration of Three Hundred Twenty-three Thousand Three Hundred and Thirty-one Dollars (\$323,331.00) compliance with the conditions set out in Exhibit "C" attached hereto and made a part hereof and which provides for the construction of certain defined improvements and the design of other improvements and the agreement to abide by certain standards involving among other things employment preference, material supply and archaeological mitigation and other good and valuable consideration, the receipt of which or the commitment of which is acknowledged, does hereby grant to MARICOPA COUNTY, for a term as long as the right-of-way shall be used for such purposes as specified in this Grant of Right-of-Way and subject to earlier termination for violation of this Grant of Right-of-Way, hereinafter referred to as "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, build, maintain, repair, and rebuild a public roadway, 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 on lands located within the SALT RIVER PIMA-MARICOPA INDIAN COMMUNITY, County of Maricopa, State of Arizona, and more fully described on Exhibit "A" and Exhibit "B" attached hereto and made a part of this Grant and according to the map attached to said exhibit.

TO HAVE AND TO HOLD the said easement and right-of-way unto the Grantee and unto its successors together with the right of exclusive use by the aforementioned parties and the right to authorize, permit and license the use thereof for utility lines, including water and sewer lines, when these are not inconsistent with the use of the property for a public road and to authorize such use by SRPMIC without cost and upon reasonable conditions and upon appropriate notice.

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 road.

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

PROVIDED, that this right-of-way shall be terminable in whole or in part by the Grantor for any of the following causes upon 30 days written notice and failure of the Grantee within said notice period to correct the basis for termination (25 CFR 169.20):

- A. Failure to comply with any terms or condition of the grant including the conditions set out in Exhibit "A" and Exhibit "B" or the applicable regulations.
- B. A nonuse of the right-of-way for a consecutive two year period for the purpose for which it was granted.
- C. An abandonment of the right-of-way.
- D. Failure of the Grantee, upon completion of construction, to file with the Grantor an affidavit of completion pursuant to 25 CFR 169.16.
- E. Failure to construct and maintain the right-of-way in a workmanlike manner.
- F. Failure to meet all requirements of 25 CFR 169.4 and 169.5 to the extent legally permissible.
- G. Failure to indemnify to the extent legally permissible the landowners, lessees and authorized users and occupants against liability for loss of life, personal injury and property damage arising from the construction, maintenance, occupancy or use of the lands by the applicant, the applicants employees, contractors and their employees or subcontractors and their employees.
- H. Failure to restore the lands as nearly as may be possible to their original condition upon the completion of construction to the extent compatible with the purpose for which the right-of-way was granted.

- I. Failure to clear and keep clear the lands within the right-of-way to the extent compatible with the purpose thereof; and to dispose of all vegetative and other material cut, uprooted or otherwise accumulated during the construction and maintenance of the project.
- J. Failure to take soil and resource conservation and protection measures, including weed control, on the land covered by the right-of-way.
- K. Failure to do everything reasonable within the Grantee's power to prevent and suppress fires on or near the lands to be occupied in the right-of-way.
- L. Failure to build and repair such roads, fences and trails as may be destroyed or injured by construction work and to build and maintain necessary and suitable crossings for all roads and trails that intersect the works constructed, maintained or operated under the right-of-way except.
- M. That upon revocation or termination of the right-of-way, the applicant shall, so far as is reasonably possible, restore the land to its original condition.
- N. Failure to at all times keep the Secretary informed of its address.
- O. That the applicant will not interfere with the use of lands by or under the authority of the landowners for any purpose inconsistent with the primary purpose for which the right-of-way is granted.

The condition of this easement shall extend to and be binding upon and shall inure to the benefit of the successors and assigns of the Grantee.

IN WITNESS WHEREOF, Grantor has executed this grant of easement this 28th day of October, 1997.

UNITED STATES OF AMERICA

Superintendent Salt River Agency

ACKNOWLEDGMENT

STATE OF ARIZONA)	
COUNTY OF MARICOPA)	
Before me, Notary Public, in and for said County	and State, on this <u> </u>
Otober 1997, personally appeared V.	
whose names is subscribed to the foregoing Grant of Ease	ement for Right-of-Way as Superintendent, Salt
River Agency, Bureau of Indian Affairs, and who acknow	vledged that she is and was at the time of signing
the same, Acting Superintendent, Salt River Agency, Bur	eau of Indian Affairs; and she personally
acknowledged to me that he executed the said Grant of Ea	asement for Right-of-Way in his official capacity
and pursuant to authority delegated to her for the uses and	d purposes set forth therein.
	Bame Sum Simus Notary Public
<u>J.b. A. 2000</u> My Commission Expires	OFFICIAL SEAL BARRIE ANN THOMAS NOTARY PUBLIC ARIZONA MARICOPA COUNTY My Carra Expires Feb. 2, 2003

PROJECT NO. 68859 - McClintock Road (Red Mountain Freeway To McKellips Road)

EXHIBIT "A"

ROADWAY AND UTILITY RIGHT-OF-WAY

PARCEL NO. 1: TRIBAL LAND

A parcel of land lying within the Southwest Quarter of the Southwest Quarter of the Southwest Quarter (SW1/4 of SW1/4) of Section Twelve (12), Township One (1) North, Range Four (4) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, also lying within the Salt River Pima-Maricopa Indian Reservation, said parcel lying west of a line being more particularly described as follows:

Beginning at a point on the north line of said Southwest Quarter of the Southwest Quarter of the Southwest Quarter (SW1/4 of SW1/4) of said Section Twelve (12), 20.251 meters (66.44 feet) easterly from the centerline of McClintock Drive, said centerline also being the west line of said Section Twelve (12); Thence southerly, 51.703 meters (169.63 feet) to a point lying easterly of and 21.336 meters (70 feet) normal to said centerline of McClintock Drive; Thence southerly along a line parallel with and 21.336 meters (70 feet) easterly of said centerline of McClintock Drive 84.430 meters (277 feet) to the intersection with the taper of the existing right of way line of said McClintock Drive as recorded in Recorders No. 83-262481, MCR and the terminus of said described line.

Except that portion lying within the existing road right of way as recorded in Bk. 18 of Rd. Maps, Pg 30, MCR and Recorders No. 83-262481 MCR.

Area of new right of way: 722 square meters (7,772 square feet) or 0.178 acres.

PARCEL NO. 2: ALLOTMENT NO. 303

A parcel of land lying within the Southwest Quarter of the Northwest Quarter of the Southwest Quarter (SW1/4 of NW1/4 of SW1/4) and within the Northwest Quarter of the Southwest Quarter of the Southwest Quarter of the Southwest Quarter (NW1/4 of SW1/4 of SW1/4), of Section Twelve (12), Township One (1) North, Range Four (4) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, also lying within the Salt River Pima-Maricopa Indian Reservation, said parcel lying west of a line being more particularly described as follows:

Beginning at a point on the north line of said Southwest Quarter of the Northwest Quarter of the Southwest Quarter (SW1/4 of NW1/4 of SW1/4) 18.288 meters (60 feet) easterly from the centerline of McClintock Drive, also being the west line of said Section Twelve (12); Thence southerly along a line parallel with and 18.288 meters (60 feet) easterly of said centerline of McClintock Drive 309.372 meters (1,015 feet); Thence southerly 92.964 meters (305 feet), to a point on the south line of said Northwest Quarter of the Southwest Quarter of the Southwest Quarter (NW1/4 of SW1/4), lying 20.251 meters (66.44 feet) easterly of said centerline of McClintock Drive, the terminus of said described line.

Except that portion lying within the existing road right of way as recorded in Bk. 18 of Rd. Maps, Pg. 30 MCR.

Area of new right of way: 2,545 square meters (27,395 square feet) or 0.629 acres.

PARCEL NO. 3: ALLOTMENT NO. 303A

A parcel of land lying within the Northwest Quarter of the Northwest Quarter of the Southwest Quarter (NW1/4 of NW1/4 of SW1/4), of Section Twelve (12), Township One (1) North, Range Four (4) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, also lying within the Salt River Pima-Maricopa Indian Reservation, said parcel being more particularly described as follows:

The East 6.096 meters (20 feet) of the West 18.288 meters (60 feet) of said Northwest Quarter of the Northwest Quarter (NW1/4 of NW1/4 of S/W) of said Section Twelve (12).

Area of new right of way: 1228 square meters (13,218 square feet) or 0.303 acres.

PARCEL NO. 4: ALLOTMENT NO. 651

A parcel of land lying within the South Half of the Southwest Quarter of the Northwest Quarter (S1/2 of SW1/4 of NW1/4), of Section Twelve (12), Township One (1) North, Range Four (4) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, also lying within the Salt River Pima-Maricopa Indian Reservation, said parcel being more particularly described as follows:

The East 6.096 meters (20 feet) of the West 18.288 meters (60.00 feet) of said South Half of the Southwest Quarter of the Northwest Quarter (S1/2 of SW1/4 of NW1/4) of said Section Twelve (12).

Area of new right of way: 1,226 square meters (13,196 square feet) or 0.303 acre.

PARCEL NO. 5: ALLOTMENT NO. 649

A parcel of land lying within the North Half of the Southwest Quarter of the Northwest Quarter (N1/2 of SW1/4 of NW1/4), of Section Twelve (12), Township One (1) North, Range Four (4) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, also lying within the Salt River Pima-Maricopa Indian Reservation, said parcel being more particularly described as follows:

The East 6.096 meters (20 feet) of the West 18.288 meters (60 feet) of said North Half of the Southwest Quarter of the Northwest Quarter (N1/2 of SW1/4 of NW1/4) of said Section Twelve (12).

Except that portion lying within the existing road right of way as recorded in Bk. 18 of Rd. Maps, Pg. 30 MCR.

Area of new right of way: 1,018 square meters (10,962 square feet), or 0.252 acre.

PARCEL NO. 6: ALLOTMENT NO. 575

Three parcels of land lying within the West Half of the Northwest Quarter of the Northwest Quarter (W1/2 of NW1/4 of NW1/4) of Section Twelve (12), Township One (1) North, Range Four (4) West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, also lying within the Salt River Pima-Maricopa Indian Reservation, said parcels being more particularly described as follows:

Parcel 1

The East 1.524 meters (5.00 feet) of the West 18.288 meters (60.00 feet) of said West Half of the Northwest Quarter (W1/2 of NW1/4 of NW1/4) of said Section Twelve (12),

Except the North 138.684 meters (455.00 feet) thereof.

Parcel 2

The East 3.048 meters (10.00 feet) of the West 19.812 meters (65.00 feet) of the South 121.920 meters (400.00 feet) of the North 138.684 meters (455.00 feet) of said West Half of the Northwest Quarter of the Northwest Quarter (W1/2 of NW1/4 of NW1/4) of said Section Twelve (12).

Parcel 3

Beginning at the point of intersection of the South line of the North 16.764 meters (55.00 feet) and the East line of the West 19.812 meters (65.00 feet) of said West Half of the Northwest Quarter of the Northwest Quarter (W1/2 of NW1/4 of NW1/4) of said Section Twelve (12); Thence Easterly along the South line of said North 16.764 meters (55.00 feet) a distance of 9.144 meters (30.00 feet); Thence Southwesterly to a point on the East line of said West 19.812 meters (65.00 feet), said point being 9.144 meters (30.00 feet) Southerly of the point of beginning; Thence Northerly along said East line 9.144 meters (30.00 feet) to the point of beginning.

Area of new right of way 815.769 square meters (8,781 square feet) or 0.202 acres.

16559 DANIEL L. KAMINSKI

PROJECT NO. 68859 - McClintock Road (Red Mountain Freeway To McKellips Road)

EXHIBIT "B"

TEMPORARY CONSTRUCTION EASEMENT

PARCEL NO. 1: TRIBAL LAND

A parcel of land lying within the Southwest Quarter of the Southwest Quarter of the Southwest Quarter (SW1/4 of SW1/4) of Section Twelve (12), Township One (1) North, Range Four (4) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, also lying within the Salt River Pima-Maricopa Indian Reservation, said parcel lying east of a line being more particularly described as follows:

A 7.620 meters (25 feet) wide strip of land lying coincident with and easterly of a line described as follows:

Beginning at a point on the north line of said Southwest Quarter of the Southwest Quarter of the Southwest Quarter (SW1/4 of SW1/4) of said Section Twelve (12), 20.251 meters (66.44 feet) easterly from the centerline of McClintock Drive, said centerline also being the west line of said Section Twelve (12); Thence southerly, 51.703 meters (169.63 feet) to a point lying easterly of and 21.336 meters (70 feet) normal to said centerline of McClintock Drive; Thence southerly along a line parallel with and 21.336 meters (70 feet) easterly of said centerline of McClintock Drive 84.430 meters (277 feet), to the intersection with the taper of the existing right of way line of said McClintock Drive as recorded in Recorders No. 83-262481, MCR; Thence continuing along the existing right of way line of said McClintock Drive, southerly to a point on the south line of said Section Twelve (12) and the terminus of said described line. Said 7.620 meters (25 feet) wide strip of land to begin and end on the north line and the south line respectively of said Southwest Quarter of the Southwest Quarter (SW1/4 of SW1/4) of said Section Twelve (12).

Area of temporary construction easement: 1,533 square meters (16,500 square feet) or 0.379 acres.

PARCEL NO. 2: ALLOTMENT NO. 303

A parcel of land lying within the Southwest Quarter of the Northwest Quarter of the Southwest Quarter (SW1/4 of NW1/4 of SW1/4) and within the Northwest Quarter of the Southwest Quarter of the Southwest Quarter (NW1/4 of SW1/4 of SW1/4), of Section Twelve (12), Township One (1) North, Range Four (4) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, also lying within the Salt River Pima-Maricopa Indian Reservation, said parcel lying east of a line being more particularly described as follows:

A 7.620 meters (25 feet) wide strip of land lying coincident with and easterly of a line described as, Beginning at a point on the north line of said Southwest Quarter of the Northwest Quarter of the Southwest Quarter (SW1/4 of NW1/4 of SW1/4) 18.288 meters (60 feet) easterly from the centerline of McClintock Drive, also being the west line of said Section Twelve (12); Thence southerly along a line parallel with and 18.288 meters (60 feet) easterly of said centerline of McClintock Drive 309.372 meters (1,015 feet); Thence southerly 92.964 meters (305 feet), to a point on the south line of said Northwest Quarter of the Southwest Quarter of the Southwest Quarter (NW1/4 of SW1/4) lying 20.251 meters (66.44 feet) easterly of said centerline of McClintock Drive, and the terminus of said described line.

Area of temporary construction easement: 3,067 square meters (33,012 square feet), or 0.758 acres.

PARCEL NO. 3: ALLOTMENT NO. 303A

A parcel of land lying within the Northwest Quarter of the Northwest Quarter of the Southwest Quarter (NW1/4 of NW1/4 of SW1/4), of Section Twelve (12), Township One (1) North, Range Four (4) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, also lying within the Salt River Pima-Maricopa Indian Reservation, said parcel being more particularly described as follows:

The East 7.620 meters (25 Feet) of the West 25.908 meters (85 feet) of said Northwest Quarter of the Northwest Quarter (NW1/4 of NW1/4 of SW1/4) of said Section Twelve (12).

Area of temporary construction easement: 1,533 square meters (16,502 square feet) or 0.379 acres.

PARCEL NO. 4: ALLOTMENT NO. 651

A parcel of land lying within the South Half of the Southwest Quarter of the Northwest Quarter (S1/2 of SW1/4 of NW1/4), of Section Twelve (12), Township One (1) North, Range Four (4) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, also lying within the Salt River Pima-Maricopa Indian Reservation, said parcel being more particularly described as follows:

The East 7.620 meters (25 feet) of the West 25.908 meters (85 feet) of said South Half of the Southwest Quarter of the Northwest Quarter (S1/2 of SW1/4 of NW1/4) of said Section Twelve (12).

Area of temporary construction easement: 1,532 square meters (16,490 square feet) or 0.379 acre.

PARCEL NO. 5: ALLOTMENT NO. 649

A parcel of land lying within the North Half of the Southwest Quarter of the Northwest Quarter (N1/2 of SW1/4 of NW1/4), of Section Twelve (12), Township One (1) North, Range Four (4) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, also lying within the Salt River Pima-Maricopa Indian Reservation, said parcel being more particularly described as follows:

The East 7.620 meters (25 feet) of the West 25.908 meters (85 feet) of said North Half of the Southwest Quarter of the Northwest Quarter (N1/2 of SW1/4 of NW1/4) of said Section Twelve (12).

Area of temporary construction easement: 1,534 square meters (16,511 square feet) or 0.379 acres.

PARCEL NO. 6: ALLOTMENT NO. 575

Three parcels of land lying within the West Half of the Northwest Quarter of the Northwest Quarter (W1/2 of NW1/4 of NW1/4) of Section Twelve (12), Township One (1) North, Range Four (4) West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, also lying within the Salt River Pima-Maricopa Indian Reservation, said parcels being more particularly described as follows:

Parcel 1

The East 7.620 meters (25.00 feet) of the West 25.908 meters (85.00 feet) of said West Half of the Northwest Quarter of the Northwest Quarter (W1/2 of NW1/4 of NW1/4) of said Section Twelve (12),

Except the North 138.684 meters (455.00 feet) thereof.

Parcel 2

The East 7.620 meters (25.00 feet) of the West 27.432 meters (90.00 feet) of the South 121.920 meters (400.00 feet) of the North 138.684 meters (455.00 feet) of said West Half of the Northwest Quarter of the Northwest Quarter (W1/2 of NW1/4 of NW1/4) of said Section Twelve (12).

Excepting therefrom any portion of a parcel of land described as follows:

Beginning at the point of intersection of the South line of the North 16.764 meters (55.00 feet) and the East line of the West 19.812 meters (65.00 feet) of said West Half of the Northwest Quarter of the Northwest Quarter (W1/2 of NW1/4 of NW1/4) of said Section Twelve (12); Thence Easterly along the South line of said North 16.764 meters (55.00 feet) a distance of 9.144 meters (30.00 feet); Thence Southwesterly to a point on the East line of said West 19.812 meters (65.00 feet), said point being 9.144 meters (30.00 feet) Southerly of the point of beginning; Thence Northerly along said East line 9.144 meters (30.00 feet) to the point of beginning.

Parcel 3

Beginning at the point of intersection of the South line of the North 16.764 meters (55.00 feet) and the East line of the West 27.432 meters (90.00 feet) of said West Half of the Northwest Quarter of the Northwest Quarter (W1/2 of NW1/4 of NW1/4) of said Section Twelve (12); Thence Easterly along the South line of said North 16.764 meters (55.00 feet) a distance of 9.144 meters (30.00 feet); Thence Southwesterly to a point on the East line of said West 19.812 meters (65.00 feet), said point being 9.144 meters (30.00 feet) southerly of the point of beginning; Thence Northerly along said East line 9.144 meters (30.00 feet) to the point of beginning.

Excepting therefrom any portion of a parcel of land described as follows:

Beginning at the point of intersection of the South line of the North 16.764 meters (55.00 feet) and the East line of the West 19.812 meters (65.00 feet) of said West Half of the Northwest Quarter of the Northwest Quarter (W1/2 of NW1/4 of NW1/4) of said Section Twelve (12); Thence Easterly along the South line of said North 16.764 meters (55.00 feet) a distance of 9.144 meters (30.00 feet); Thence Southwesterly to a point on the East line of said West 19.812 meters (65.00 feet), said point being 9.144 meters (30.00 feet) Southerly of the point of beginning; Thence Northerly along said East line 9.144 meters (30.00 feet) to the point of beginning.

Area of new right of way 2,970.668 square meters (31,976 square feet) or 0.734 acres.

EXHIBIT "C"

CONDITIONS TO GRANT OF RIGHT-OF-WAY

This Grant of Right-of-Way is conditioned on the faithful performance of the covenants described below:

- 1. ARCHAEOLOGY. Grantee will faithfully adhere to the provisions of the Antiquities Act and the National Historic Preservation Act in the construction of the improvements on the property subject of this Grant. Grantee agrees that all antiquities, artifacts and remains found within the right-of-way shall be turned over to the custody of SRPMIC and that Grantee, its contractors, agents and employees, have no right or authority to otherwise determine the disposition of them. SRPMIC may determine that all or some of such antiquities, artifacts and remains ought to be preserved and curated in the Salt River Museum.
- 2. MATERIALS AND SRPMIC EMPLOYMENT. Grantee shall specify that such aggregate, rip rap, sand and gravel, portland cement, portland cement concrete, portland cement slurry, portland cement redi-mix grout and asphaltic concrete to be used in the construction of future improvements as are produced or manufactured by Salt River Sand & Rock Company, Phoenix Cement Company or other business enterprises owned by or divisions of the Community (collectively "SRPMIC companies") shall be purchased from SRPMIC companies. As to such of the products listed above that the SRPMIC companies agree to supply the Grantee shall specify that all such materials shall be purchased from SRPMIC companies. In the event SRPMIC companies cannot supply such specified material, Grantee contractors may purchase material from any other supplier. Materials will be supplied according to specifications and at a market price. Members of SRPMIC will have preference in hiring, training and promotion of all jobs relating to the construction of the improvements on the subject property of the Grant.
- 3. **AESTHETICS.** Grantee will design and construct at no cost to SRPMIC in a manner consistent to the aesthetic guidelines of SRPMIC.
- 4. PLAN REVIEW AND CONSTRUCTION REQUIREMENTS. Grantee will provide reasonable opportunity for plans review and comment by SRPMIC during plans development for future improvements. The construction of the improvements will be conditioned on approval of the SRPMIC construction permit.

Maricopa County agrees to pay the Salt River Pima-Maricopa Indian Community Three Hundred Twenty-three Thousand Three Hundred and Thirty-one Dollars (\$323,331.00) for the right-of-way described as **PARCEL NO. 1 through PARCEL NO. 6** (Exhibit "A" and Exhibit "B") in this application for right-of-way submitted to the U.S. Department of the Interior, Bureau of Indian Affairs. Said right-of-way is necessary for the construction of Project No. 68859 ---McClintock Road Red Mountain Freeway to McKellips Road.

MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION

Recommended for Approval

Right-of-Way Agent

ATTEST

Real Estate Administrator

MARICOPA COUNTY BOARD OF SUPERVISORS

Sand Deland AUG 1 3 1997

Clerk of the Board

Chairman of the Board

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

Secorded at Sections d Board of Supervisors

Iribal Owned	XXXXX
ndividually O	wned
Government (Dwned
Zoute No.	

MCHD Project No. 68109 Name Hayden Road Bridge @ Salt River

V-28 and 132-74

OF

PLACIN

D15610

KNOW ALL MEN BY THESE PRESENT:

BIA, SALT RIVER AGENCY , Bureau of Indian Affairs, Department of Interior, Scottsdale, Arizona, 85256 , 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

GRANT OF EASEMENT FOR RIGHT-OF-WAY

EASEMENT (EST

 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 and other good and \$35,000 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 cuts 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 Salt River Pima-Maricopa Indian Community,

The East Fifteen (15) feet of the West Fifty-five (55) feet of the South 426.64 feet of the Southwest one-quarter of the Southwest one-quarter (SW% of SW%) of Section Twelve (12), Township One (1) North, Range Four (4) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona. (Contains 0.147 Acres)

AND ALSO a Permanent

County of Maricopa, State of Arizona:

Easement described as:

Beginning at the Point of Intersection of the East line of the West Fifty-five (55) feet and the South line of the Southwest one-quarter of the Southwest one-quarter (SW% of SW%) of said Section 12; thence Northerly, 426.64 feet along said East line of the West Fifty-five (55) feet to a point; thence in a South, Southeasterly direction to a point on said South line of Section 12 that is Thirty (30) feet East of said Point of Intersection; thence Westerly to the said Point of Intersection and Point of Beginning. (Contains 0.147 Acres)

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.

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 road.

> RECORDED IN OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA

BILL HENRY, COUNTY RECORDER PGS

JU 5-183-415

This easement is subject to any prior valid existing right or adverse claim and is without limitation as to tenure, so long as said easement shall be actually used for the purpose above specified; PROVIDED, that this right-of-way shall be terminable in whole or in part by the Grantor for any of the following causes upon 30 days written notice and failure of the Grantee within said notice period to correct the basis for termination (25 CFR 1169.20

- A. Failure to comply with any term or condition of the grant or the applicable regulations.
- A nonuse of the right-of-way for a consecutive two-year period for the purpose for which it was granted.
- C. An abandonment of the right-of-way.
- D. Failure of the Grantee, upon the completion of construction, to file with the Grantor an affidavit of completion pursuant to 25 CFR 169.46

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

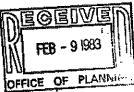
This easement is expressly subject to the stipulations required by 25 CFR, 167, 5 except those required by subsection (c) thereof which are hereby waived.

IN WITNE	SS WHEREOF	, Grantor has	executed	this graut	of easement	this	2155
day of	MARCK	-	19 Eight		_		

All references to 25 CFR 161 have been changed to 25 CFR. 169 per Manual release April 1, 1982

HE INTERIOR BUREAU OF INDIAN AFFAIRS James A. Barber, Coordinator 615, Salt River Agency

ACKNOWLEDGMENT



STATE OF ARIZONA)
COUNTY of Maricopa)

BEFORE ME, a Notary Pub	lic. in and for said Co	unty and State, on this 2	elst day of
March	. 1983	·	- v-v
whose name is subscribed t Coordinator			of-Way as
	au of Indian Affairs; a	nd he personally acknow	ledged to me that
he executed the said Grant to authority delegated to h			
My Commission Expires:	My Commission Explans (br. 78.)	325	3454-y-++++++++
Recommended for Approva	l:X////////////////////////////////////	Deputy County	TULBS Engineer
培养传播非常水水水水水水水水水水水水水水水水水水水水	**********	**************************************	******
ATTEST:	•	ACCEPTED: MARICOPA CO OF SUPERVISO	
Clerk of the Board Dates JAN 3 1 1983	glon	Chairmen of the	things Board

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 ac169.

cordance with Departmental Regulations 25 CFR 1618 for a road right-of-way, varible in width and 427 feet in length across lands of the Salt River Pima-Maricopa Indian Community 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 #68109 which has been prepared in compliance with 25 CFR 1618, and which by this reference is made a part 169.6

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 164. 169.

MARICOPA COUNTY HIGHWAY DEPARTMENT

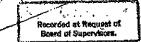
By: K Selliflerope
County Engineer

ATTEST:

MARICOPA COUNTY BOARD OF SUPERVISORS

Clerk of the Board

Chairman of the Boar



COUNT.

when recorded return to:

Maricopa County Highway Dock Resi Estate Division

APPLICATION FOR RIGHT-OF-WAY

EASEMENT IE

85 276403

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 CFRXIII for a road right-of-way, variable in width and variable in length over lands located within the Salt River Pima-Maricopa Indian Community 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 159.6 #60401-A and 30115-A which has been prepared in compliance with 25 CFR ** 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 CFRAM. 169

IN WITNESS WHEREOF, the undersigned applicant has caused this instrument to be executed

RECORDED IN OFFICIAL RECORDS OF MARROWN COUNTY, KIERDINA Recorder 11,0

MARICOPA COUNTY HIGHWAY DEPARTMENT

ATTEST:

MARICOPA COUNTY BOARD OF SUPERVISORS

D164-3 85 276403

MCHD Project No. 60401-A & 30115-A# Tribal Owned Name Alma School Road & McKellips Individually Owned Government Owned Roads both at Salt River Route No. **30**5 GRANT OF EASEMENT FOR RIGHT-OFapr 2 **0 198**3 KNOW ALL MEN BY THESE PRESENT: That the United States of America, acting by and through JAMES ADEROF OF ORLANDING BIA, SALT RIVER AGENCY , Bureau of Indian Affairs, Department of Interior, SCOTTSDALE, ARIZONA, 85256 , 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 169 Act of February 5, 1948 (62 Stat. 17, 25 U.S.C. 323-328), and Part 151, Title 25 Code of Federal Regulations, in consideration of \$184,705 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 cuts 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 Salt River Pima-Maricopa Indian Community, County of Maricopa, State of Arizona:

W.O. #30115-A McKellips Road at Salt River Item V-416

A parcel of land lying in the Southwest one-quarter (SW%) of Section Four (4), Township One (1) North, Range Five (5) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona more particularly described as follows:

A strip of land 80.00 feet in width lying 40.00 feet on each side of the center line (measured at right angles and radially) as shown and described in Book 18 of Road Maps on Pages 30 and 31 and also in Book 18 of Road Maps on Page 56, all in M.C.R. extending from the approximate Salt River Indian Reservation Boundary Line as shown on said Road Maps to the Salt River Indian Reservation Boundary Line as established by Public Law 95-399. (Contains 2.9 acres.)

W.O. #60401-A Alma School Road at Salt River Item V-421 /35-6

That part of Lots 9 and 10, Section Eight (8), Township One (1) North, Range Five (5) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona more particularly described as follows:

That part of a strip of land 80.00 feet in width, lying 40.00 feet on each side of the center line (measured at right angles and radially) as shown and described in Book 18 of Road Maps on Pages 30 and 31 and Book 18 of Road Maps on Page 56, all in M.C.R. lying within the 110.00-foot wide strip of land described in Docket 15564 on Pages 944, 945 and 946, M.C.R. extending from the approximate Salt River Indian Reservation Line as shown on said Road Maps to the Salt River Indian Reservation Line as established by Public Law 95-399. (Contains 0.9 acres.)

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.

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 road.

This easement is subject to any prior valid existing right or adverse claim and is without limitation as to tenure, so long as said easement shall be actually used for the purpose above specified; FROVIDED, that this right-of-way shall be terminable in whole or in part by the Grantor for any of the following causes upon 30 days written notice and failure of 169.20 the Grantee within said notice period to correct the basis for termination (25 CFRXXXX.20).

- A. Failure to comply with any term or condition of the grant or the applicable regulations.
- B. A nonuse of the right-of-way for a consecutive two-year period for the purpose for which it was granted.
- C. An abandonment of the right-of-way.
- D. Failure of the Grantee, upon the completion of construction, to file with the Grantor an affidavit of completion pursuant to 25 CFR 161186. 169.16

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

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

UNITED STATES OF AMERICA

U.S DEPARTMENT OF THE INTERIOR BUREAU OF INDIAN AFFAIRS JAMES A. BARBER, Coordinator Salt River Agency, BIA, 515

All references to 25 C.F.R 161 have been changed to 25 C.F.R. 169 per Manual release April 1, 1983

D 164 3 276403

ACKNOWLEDGMENT

STATE OF ARIZONA)

COUNTY of Maricopa) BEFORE ME, a Notary Public, in and for said County and State, on this day of , 19 83 personally appeared JAMES A. BARBER . whose name is subscribed to the foregoing Grant of Easement for Right-of-Way as Coordinator ____, Bureau of Indian Affairs, and who acknowledge that he is and was at the time of signing the same, Coordinator, SALT RIVER AGENCY , Bureau of Indian Affairs; and he personally acknowledged to me that he executed the said Grant of Easement for Right-of-Way in his official capacity and pursuant to authority delegated to him for the uses and purposes set forth therein. Recommended for Approval: ACCEPTED: ATTEST: MARICOPA COUNTY BOARD OF SUPERVISORS Dates

SUPPORTING

DOCUMENTS

For

PANEL 4A

A roadway right of way in the Salt River Indian Reservation described as inflows:

MCKELLIPS ROAD, SALT RIVER INDIAN RESERVATION SHEET 2 PROJECT NO. 899-02 OF R

ENGINEER'S AFFIDAVIT

STATE OF ARIZONA :)SS

Samuel F. Lanford, being first duly sworn, deposes and states that he is the County Engineer, for Maricopa County, that the survey hereom shown was made under his direction; that he has examined the field notes of the Survey for a Right-of-Way described and shown on this map; that this map was prepared under his direction from said survey field notes; and that said parcel of right-of-way is accurately located on this map to the cest of his knowledge and belief. under

Samuel F. Lanford County Engineer

Subscribed and sworn to before me this

ualic

Watery wo

w c

My Commission Expires:

iday of

APPLIGANT'S CERTIFICATE

APPLICANT SUCRETIVALE

i, William S. Andrews, do hereby certify that i am the Chairman of the Board of Sunervisors for Maricopa County, hereinafter designated the applicant: that samuel F. Lanford who subscribed to the foregoing affidavit, is employed by the applicant as County Engineer and he was directed by the applicant to Survey the location of a Right-of-way and to prepare this map, that the location of said parcel of right of way is accurately represented on this map; that such survey as represented on this map has been prepared been adopted by the applicant as the definite location of the location of the survey as the series of the first personal of the Subscript of the Assertant of the survey of the Assertant of the survey and assigns, with the right to construct, ambiguitation and signs, with the right to construct, ambiguitation the further right to the applicant, its Successes and Asserts to transfer this right of way by assignment, grant or otherwise.

MARICOPA COUNTY BUARD OF SUPERVISORS

WELTAM S. ANDREWS, CHARMAN OF THE BEARD

This map is become approved pursuant to the provisions of the debted February 5, 1948 [43 5 etc. 17] And D. 13 CFR 144, for a peried without limitation as to number of years from this beyond, subject to any prior you determine that may be about 1. 3 for the subject to any prior you are determed total that the subject to any prior you determine the subject to any prior you are determined by the chiral total that the subject of the subject to any prior you are determined by the chiral total tota

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Tribat Owned XXXXX	MCHD Project No. 60401-A & 30115-A#
Individually Owned	Name Alma School Road & McKellips
Government Owned	Roads both at Salt River
Route No.	Item No. y 421 5 35 416
GRANT (OF EASEMENT FOR RIGHT-OF-VAN
KNOW ALL MEN BY THESE PRI	11771 APR 2 0 1983 11 11
That the United States of American	ca, acting by and through JAMES OFFIGER OF OF ANNING
BIA, SALT RIVER AGENCY	Bureau of Indian Affairs, Department of Interior,
SCOTTSDALE, ARIZONA, 85256	, 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.	169 17, 25 U.S.C. 323-328), and Part IAA, Title 25 Code of
Federal Regulations, in considera	tion of \$184,705 and other good and valuable consideration,
the receipt of which is acknowled	iged, 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	l a public road, or highway including incidental purposes
therewith, together with such bri	dges, culverts, ramps and cuts 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	salt River Pima-Maricopa Indian Community, County
of Maricopa, State of Arizonar	. 100
. "	136-1

W.O. #30115-A McKellips Road at Salt River Item V-416

A parcel of land lying in the Southwest one-quarter (SW%) of Section Four (4), Township One (1) North, Range Five (5) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona more particularly described as follows:

A strip of land 80.00 feet in width lying 40.00 feet on each side of the center line (measured at right angles and radially) as shown and described in Book 18 of Road Maps on Pages 30 and 31 and also in Book 18 of Road Maps on Page 56, all in M.C.R. extending from the approximate Salt River Indian Reservation Boundary Line as shown on said Road Maps to the Salt River Indian Reservation Boundary Line as established by Public Law 95-399. (Contains 2.9 acres.)

W.O. #60401-A Alma School Road at Salt River Item V-421 135-6

That part of Lots 9 and 10, Section Eight (8), Township One (1) North, Range Five (5) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona more particularly described as follows:

That part of a strip of land 80.00 feet in width, lying 40.00 feet on each side of the center line (measured at right angles and radially) as shown and described in Book 18 of Road Maps on Pages 30 and 31 and Book 18 of Road Maps on Pages 56, all in M.C.R. lying within the 110.00-foot wide strip of land described in Docket 15564 on Pages 944, 945 and 946, M.C.R. extending from the approximate Salt River Indian Reservation Line as shown on said Road Maps to the Salt River Indian Reservation Line as established by Public Law 95-399. (Contains 0.9 acres.)

Recorded at Request of Board of Supervisors.

COUNTY

16403
WHEN RECORDED RETURN TOO
Marieopa County Highway Dept.

Cod Estata Division

APPLICATION FOR RIGHT-OF-WAY

SEMENT 1888 2

85 276403

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 according to the Act of February 5, 1948 and in accor

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 CFRNSK. 169

REGORDED IN OFFICIAL RECORDS OF HARROUN OCCURNY, RESIDENA JUN 1 4 1985 -4 15 RESIDENCE FEE N-C POS 4 16.0.

MARICOPA COUNTY HIGHWAY DEPARTMENT

By: Acting County Engineer

ATTEST:

MARICOPA COUNTY BOARD OF SUPERVISORS

Clerk of the Board

Chairman of the

A CHANGE TO A CONTRACT OF

D14103

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.

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 road.

- A. Failure to comply with any term or condition of the grant or the applicable regulations.
- B. A nonuse of the right-of-way for a consecutive two-year period for the purpose for which it was granted.
- C. An abandonment of the right-of-way.
- D. Failure of the Grantee, upon the completion of construction, to file with the Grantor an affidavit of completion pursuant to 25 CFR 161XKs. 169.16

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

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

IN WITNESS WHEREOF, Grantor has executed this grant of easement this 25 day of ______ APRIL _____, 19 Eighty Three_____

UNITED STATES OF AMERICA

U.S DEPARTMENT OF THE INTERIOR BUREAU OF INDIAN AFFAIRS JAMES A. BARBER, Coordinator Salt River Agency, BIA, 615

All references to 25 C.F.R 161 have been changed to 25 C.F.R. 169 per Manual release April 1, 1983

D 164 3 276403

ACKNOWLEDGMENT

STATE OF ARIZONA)

COUNTY of Maricopa) BEFORE ME, a Notary Public, in and for said County and State, on this 25th day of , 19 83 personally appeared JAMES A. BARBER whose name is subscribed to the foregoing Grant of Easement for Right-of-Way as _ Coordinator ____, Bureau of Indian Affairs, and who acknowledge that he is and was at the time of signing the same, Coordinator, SALT RIVER AGENCY , Bureau of Indian Affairs; and he personally acknowledged to me that he executed the said Grant of Easement for Right-of-Way in his official capacity and pursuant to authority delegated to him for the uses and purposes set forth therein-Recommended for Approval: ACCEPTED: ATTEST: MARICOPA COUNTY BOARD OF SUPERVISORS Date:

Recorded at Maquest of Board of Supervicors

COUNT

WHEN RECORDED RETURN TOL Maricopa County Highway Dept. **Exate Division**

APPLIC ATION FOR RIGHT-OF-WAY

EASEMENT 123

85 276403

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 CFRANT for a road right-of-way, variable in width and variable in length over lands located within the Salt River Pima-Maricopa Indian Community 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 169.6 #60401-A and 30115-A which has been prepared in compliance with 25 CFRXXX 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 76% 169

IN WITNESS WHEREOF, the undersigned applicant has caused this instrument to be executed

RECORDED IN OFFICIAL RECORDS OF MARROWN COUNTY, RESIDEA Recorder 11.0

MARICOPA COUNTY HIGHWAY DEPARTMENT

ATTEST:

MARICOPA COUNTY BOARD OF SUPERVISORS

COUNTY

335048

Recorded at Request of Board of Supervisors.

GRANT OF EASEMENT FOR RIGHT-OF-WAY

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

EASEMENT (ES)

Xi 1556/00 944

TRIBAL L. D. XXXX
LNDIVIDUALLY OWNED
GOVERNMENT OWNED
ROUTE NO.

D 15078

035 07-06-08

PROJECT McKellips Road @ Salt River - South Channel W.O. #30115 Ttem U-1076

KNOW ALL MEN BY THESE PRESENT:

That the United States of American, acting by and through JAMES A. BARBER, BIA, Salt , Bureau of Indian Affairs, Department of Interior, Scottsdale, River Agency , hereinafter referred to as "Grantor" under the authority con-Arizona, 85256 tained 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 \$146,250 and other good and valuable consideration, the receipt of which is acknowledged, does hereby grant to 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 Salt River Indian Reservation, County of Maricopa, State of Arizona:

A right-of-way, variable feet in width and 2760 feet in length across a portion of the Salt River Indian Reservation, Arizona located in Section Four (4), Township One (1) North, Range Five (5) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona. The said easement as shown on Map No. M.C.H.D. Work Order No. 30115 attached hereto, is limited to and whose center line is more particularly described as follows:

That part of the Southwest one-quarter (SW_h) of Section Four (4), Township One (1) North, Range Five (5) East of the GiJa and Salt River Base and Meridian, Maricopa County, Arizona more particularly described as follows:

A strip of land 15 feet wide (measured at right angles and radially) having for its Southwesterly line the Northeasterly right-of-way line of the 80-foot wide roadway described in Book 18 of Road Maps, Pages 30 & 31 and also in Book 18 of Road Maps, Page 56, M.C.R., BECINNING at Engineer's Highway Station 165+00 as shown on the approved plans for Maricopa County Highway Department Work Order No. 30115 and having its terminus at a point on the South boundary of the Salt River Indian Reservation according to the plat on file in the Office of the United States Bureau of Land Management, Phoenix, Arizona entitled Sheet 2 of 4 sheets of the South boundary of the Salt River Indian Reservation approved by Clark L. Gumma on August 17, 1972.

ALSO a strip of land 15 feet wide (measured at right angles and radially) having for its Northeasterly line the Southwesterly right-of-way line of said 80-foot wide roadway and having for its BECINNING said Engineer's Highway Station 165+00 and having its terminus at said South boundary of the Salt River Indian Reservation with the end lines of both herein described 15-foot wide strips of land to be shortened or lengthened to end on said South boundary of the Salt River Indian Reservation.

ALSO a parcel of land having for its Northeasterly line the new Southwesterly 55-foot right-of-way line as shown on said approved plans and having its True Point of Beginning 55 feet right of Engineer's Highway Station 183+28.31 and with the tangent portion of its Northeasterly line being 55 feet at right angles to and parallel with the center line of said roadway on a bearing of South 53°36'05" East; thence South 36°23'55" West, 85 feet; thence South 69°23'55" West, 113.59 feet; thence South 20°36'05" East, 159.24 feet; thence South 36°23'55" West, 28.01 feet; thence South 53°36' 05" East, 604.71 feet; thence North 36°23'55" East, 307.57 feet to a point on the new Southwesterly 55-foot right-of-way line as shown on said approved plans; thence in a Northwesterly direction 270.98 feet along a curve concave Northeasterly, said curve having a radius of 2919.79 feet to a point that is 55 feet right of Engineer's Highway P.C. Station 187+34.12; thence North 53°36'05" West, 334.12 feet to the True Point of Beginning for the herein described parcel of land.

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.

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 road.

This easement is subject to any prior valid existing right or udverse claim and is without limitation as to tenure, so long as said easement shall be actually used for the purpose above specified; PROVIDED, that this right-of-way shall be terminable in whole or in part by the Grantor for any of the following causes upon 30 days written notice and failure of the Grantee within said notice period to correct the basis for termination (25 CFR 161.20).

- A. Failure to comply with any term or condition of the grant or the applicable regulations.
- B. A nonuse of the right-of-way for a consecutive two-year period for the purpose for which it was granted.
 - C. An abandonment of the right-of-way.
- D. Failure of the Grantee, upon the completion of construction, to file with the Grantor an affidavit of completion pursuant to 25 CFR 161.16.

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

This easement is expressly subject	to the stipulations required by 25 CFR
161.5 except those required by subsection	n (c) thereof which are hereby waived.
IN WITNESS WHEREOF, Grantor has exc	cuted this grant of easement this
19 7# day of august	, 19 <u></u> %\
	UNITED STATES OF AMERICA
	ONTINE STATES OF MEALER
	JAMES A. BARBER, Coordinator U.S. DEPARTMENT OF THE INTERIOR BUREAU OF INDIAN AFFAIRS SALT RIVER AGENCY ROUTE 1, BOX 117 SCOTTSDALE, ARIZONA 85256
A_C_K N_O W L	E D G M E N T
STATE OF ARIZONA)	The state was the same of the same
) COUNTY of Maricopa)	
•	
	for said County and State, on this $24H$ day of
Lugust , 198/	personally appeared <u>JAMES A. BARBER</u>
whose name is subscribed to the foregoing	g Grant of Easement for Right-of-Way as
Coordinator , Bureau of Indian Ai	ffairs, and who acknowledge that he is and was
	ator, Salt River Agency, Bureau of Indian Affairs
	he executed the said Grant of Easement for
	l pursuant to authority delegated to him for
the uses and purposes set forth therein.	personal to additionally somewhat to them tot
parpass our randi marcant	
	Dort . 111
	Motary Public
My Commission Expires: Que. 24.198	notary rabine
in desired and its first	
Recommended for approval: Thomas R.	Poster Hathrib
Right-of-Way /	gent Daputy County Engineer
ATTEST:	
- 0	ACCEPTED: HARICOPA COUNTY BOARD OF SUPERVISORS
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Clark of the Board	Chairma of the Boulet
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Date: SEP 2 8 1981	a de
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86	Cope of the part o
0CT 7 - 1981 -2 <u>00</u>	STATE OF ARIZONA SS County of Maricopa SS L hereby certify that the with in instrument was filed and recorded at request-of in Docket 15564 on page 90-900 Nitness my hand and official witness my hand and official seal the day and year aforesaid \$Sulf(Almary County Recorded Opputy
	STATE OF AR County of Ma I hereby of minstrument corded at recorded at recorded at recorded at reason page Witness m seal the day Bull (Alency Bull (Alency Call))
)	5 H - F - S - S - S - S - S - S - S - S - S
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EASEMENT (ES)

Project (60500, Mo)

over Salt Rivers

WHEN RECORDED RETURN TO: County Highway Department Real Estate Division

EASEMENT AND AGREEMENT FOR HIGHWAY PURPOSES

Hecorded et Request of Board of Supervisors

This Agreement made this 2 day of 1979, between the Salt River Pima Maricopa Indian Community Council, hereinafter referred to as the Council, and Maricopa County, a political subdivision of the state of Arizona, hereinafter referred to as the County,

WITNESSETH THAT:

The Council hereby consents to a grant to the County, its successors, and assigns, and the County agrees to purchase an easement and right-of-way on the land as described in the attached legal description upon the following terms and conditions:

- 1. The interest conveyed shall be an easement and right-ofway for the following purposes, namely: the right to enter upon the 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. The easement and right-of-way shall revert to the Salt River Pima-Maricopa Indian Community at such time as it has been abandoned as to the uses described in this paragraph.
- 2. The purchase price for said easement and right-of-way is Sixty Thousand Six Hundred Dollars (\$60,600).
- 3. The purchase price shall be deposited in escrow with Minnesota Title of Phoenix, Arizona, at the time of the granting of the easement by the United States of America pursuant to the Right Of-Way Act of February 5, 1948, and shall be paid plus any interest earned to the Council only at such time as the County has acquired funding for the proposed construction of a bridge over the Salt River on McKellips Road.

The County shall have four (4) years from the date of the granting of said easement as described horein to acqu for the proposed construction.

corded at 1

- proposed construction within the four (4) year/period, the easement shall terminate and the purchase price returned to the County and the interest earned on said amount shall be paid to the Council.
 - 6. The four (4) year period described herein may be extended upon agreement by the parties.
 - 7. This Agreement shall remain in force and effect until all terms herein have been fulfilled.
 - 8. This Agreement shall be filed with the Maricopa County
 Recorder and shall become effective on the date becombefore mentioned.
 - 9. Attached to this Agreement are copies of appropriate action by resolution or otherwise authorizing the respective parties to enter into this Agreement.

COUNTY OF MARICOPA, a political subdivision of the State of Arizona

Chaifman of the Board

Approved as to form:

County Attorney

APPEST:

Clerk of the Board

SALT RIVER PIMA-MARICOPA INDIAN COMMUNITY COUNCIL

By The shell and hence

ATTEST:

Project #60500, McKellipa Rd. Bridge over Salt Kiver

LECAL DESCRIPTION

A roadway and bridge right-of-way of varying widths located on the Salt River Indian Reservation and Lying within Section Four (4), Township One (1) North, Pange Five (5) East of the Gila and Salt River Base and Meridian, Haricapa County, Arizona, described as follows:

PARCEL 1:

BEGINNING at the South quarter corner of Section Four (4), Tomship One (1) Morth; Range Five (5) East of the GLSRB&M, Martcopa County Arizona; Sthence North 89° 12'00" East 227.42 feet along the South line of said Section 4 to a point on the tangent line of a curve that bears in a southensterly direction, being concave northeast, with the centerline of said curve bein, also the centerline of the existing Hekelling Road; thence Horth 54°06'61" West 958.95 feet along said tangent line to the northwesterly end and P.T. of said curve and the True Point of Beginning for the said varying strip curve and the true roint of negiming for the Said varying strip, of right-of-way for McKellips Read; thence North 54°06'41" West, 334'12 feet along the centerline of a stripport and 110 feet wide, lying 55 feet on each side of said centerline, to a point that it also designated as Engineers Highway Station 184'+ 00 on the plat. strached to and made a part of this description and titled A Road way and bridge hight-of-way for Mckelling Road Bridge over Salt River, Maricopa County Highway Repartment Work Order #60500, Revised January 27, 1977; Thence North 54°06'41" West 600.00 Feet along the centerline of a strip of land that tapers in straight lines and varys from 110 feet wide at Engineers Highway Station 184 + 00 to 150 feet wide at Engineers Highway Station 180 + 60; thence Borth 54.06.41 West 354.81 feet along said centerline of a strip of land 150 feet wide and lying 75 feet on each side of said centerline to a point that is designated as Engineers Highway Station 176 + 45.19 end is the beginning of a circular curve concave Southwesterly, having a radius of 2291.64 feet and a central angle of 23°37'47% thence continuing along said circular curve concave Southwesterly, and centerline of a strip of land 150 feet vide, lying 75 feet on each side of said centerline to a point on said circular curve and contecline that is designated as Engineers Highway Station 167 + 00; thence continuing along a circular curve having a radius of 2291.84 feet and a central angle of 12°54'28" and the centerline of a strip of land 110 fact wide, lying 55 fact on each side of said centerline 516.43 fact to a point on the east right-of-way line of Alea School Road and the end of the description for this strip of land; thence along a circular curve concave Southerly, having a radius of 2291.84 feet and a central angle of 1.00 000, 40.00 feet to a point on the centerline of Alma School Road, being also the West line of the shore anid Section 4, Township 1 North, Range 5 East; Thence Nort 0.23:000 East, 994,31 feet to the West quarter corner of Section 4.

Project 060503, Amellips Rd. Bridge over Salt River

legal description, page 2

PARCEL 2:

A parcel of land having its True boint of Beginning on the North-easterly line of that strip of land described in Parcel 1 at Engineers Highway Station 182 + 75; thence North 35°53'19" Last, 103.75 feet to a point; thence North 54°06'41" West, 141.57 feet to a point; thence North 88°06'41" West, 160.95 feet to a point to a point; thence Rorth 88°06'41" West, 160.95 feet to a point on the Northeasterly line of the strip of land described in Parcel 1 at Engineers Highway Station 180 + 00; thence Southeasterly along the tapered line described in Parcel 1 to the True Point of Beginning.

PARCEL: 3:

A parcel of land having its True Point of Benining on the Northesasterly line of the strip of land described in Parcel 1 at Engineers, Highway Station 170 + 50; thence North 67°50'59" Last 72.27 feet to a point; thence North 22°14'56" East 100.00 feet to a point; thence South 66°20'54" East 100.81 feet to a point; thence South 66°20'54" East 100.81 feet to a point; thence South 24°44'56" Nest 150.00 feet to a point on said Northeasterly line of the strip of land described in Parcel 1; thence in a Northeasterly direction along said Northeasterly line of Parcel 1 to the True Point of Beginning.

All recitation of distance on each side of the centerline in this description is to be measured at right angles and radially to the described centerline.

EXCEPT any part lying within the parcel of land described in Book of Road Maps 18, pages 30 and 31 and Pook of Road Maps 18, page 56, all in M.C.R.

This description is based on the Official Plat of the Dependent Re-survey and Survey of the South Boundary of the Salt River Indian Reservation, Sheet 1 of 4, accepted by Clark Guess, Chief, Division of Cadastral Survey, dated August 17, 1972 and on file in the Office of the United States boreau of Land Hanngement, Phoenix, AZ.

CONSTRUCTION EASEMENT . Temporary Detour

Construction Ensement to be as shown on Sheet 2 of 2 of the plat a part of this description.

**3642 1 14195

Project #60400, Alma School Bridge over Salt River

WHEN RECORDED RETURN TO County Highway Department Real Estate Division

EASEMENT AND
AGRESSIENT FOR DEGINAL PURPOSES

Recorded at Request of Board of Supervisors.

This Agreement made this 2nd day of 1979, between the Salt River Pima-Maricopa Indian Community Council, hereinafter referred to as the Council, and Maricopa County, a political subdivision of the State of Arizona, hereinafter referred to as the County,

WITRESSETH THAT:

The Council hereby consents to a grant to the County, its successors, and assigns, and the County agrees to purchase an easement and right-of-way on the land as described in the attached legal description upon the following terms and conditions.

- 1. The interest conveyed shall be an easement and rightof-way for the following purposes, namely: the right to enter upon
 the 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. The easement and right-of-way shall
 revert to the Salt River Pima-Maricopa Indian Community at such time as
 it has been abandoned as to the uses described in this paragraph.
- 2. The purchase price for said easement and right-of-way is Sixty-seven Thousand Two Hundred Dollars (\$67,200).
- 3. The purchase price shall be deposited in escrow with Minnesota Title of Phoenix, Arizona, at the time of the granting of the easement by the United States of America pursuant to the Right-of-Way Act of February 5, 1948, and shall be paid plus any interest council to the Council only at such time as the County has acquired funding for the proposed construction of a bridge over the Salt River on Alma School Road.
- 4. The County shall have four (4) years from the date of the granting of said easement as described herein to acquire funding for the proposed construction.

- 5. Should the County fail to acquire the funding for the proposed construction within the four (4) year period, the easement shall terminate and the purchase price returned to the County and the interest earned on said amount shall be paid to the Council.
- 6. The four (4) year period described herein may be extended upon agreement by the parties.
- 7. This Agreement shall remain in force and effect until all terms herein have been fulfilled.
- 8. This Agreement shall be filed with the Maricopa County Recorder and shall become effective on the date hereinbefore mentioned.
- 9. Attached to this Agreement are copies of appropriate action by resolution or otherwise authorizing the respective parties to enter into this Agreement.

COUNTY OF MARICOPA, a political subdivision of the State of Arizona

Chairman of the Board of Supervisors

Approved as to form:

County Attorney

Clerk of the Board

SALT RIVER PIMA-MARICOPA INDIAN COMMUNITY COUNCIL

ATTEST:

LEGAL PESCREPTION

All that part of Sections Four(4) and Five(5), Township One(1) North, Range Five(5) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, lying within the Salt River Indian Reservation described as follows:

A strip of land Seventy(70) feet in width on each side of, adjacent to, and parallel with the west line of Section 4, Township 1 North, Kange 5 East, (also being the centerline of Alma School Road), and further described as follows: The West 70 feet of the South 1618.00 feet, except the South 278.90 feet of the Southwest one-quarter(5Wk) of Section 4, Township 1 North, Range 5 East; and the East 70 feet of the South 1618.00 feet, except the South 278.90 feet, of the Southeast one-quarter(5Ek) of Section Five(5), Township 1 North, Range 5 East, with the northern terminus points of these two 70-feet wide atrips of land being coincidental with the South 40-foot right-of-way line of McKellips Road, being on a curve concave South and having a central angle of 57°12'00" and a radius of 2251.84 feet.

Also, the East 180 feet of the West 250 feet of the North 200 feet of the South 778.90 feet of the Southwest one-quarter(SW\) of Section 4. Township 1 North, Range 5 East; and the East 180 feet of the West 250 feet of the North 200 feet of the South 1428.90 feet of the Southwest one-quarter(SW\) of Section 4. Township 1 North, Range 5 East; and the West 50 feet of the East 120 feet of the North 150 feet of the South 678.90 feet of the Southeast one-quarter(SE\) of Section 5. Township 1 North, Range 5 East; and the West 180 feet of the East 250 feet of the North 200 feet of the South 1328.90 feet of the Southeast one-quarter(SE\) of Section 5. Township 1 North, Range 5 East.

All Sections, Townships and Ronges above refer to Gila and Salt River Base and Maridian, Maricopa County, Arizona.

All recitation of distance on each side of the centerline in this description is to be measured at right angles and radially to the described centerline.

EXCEPT ony part lying within the parcel of land described in Rook of Road Maps 18, pages 30 and 31.

This description is based on the Official Plat of the Dependent Rusurvey and Survey of the South Boundary of the Salt River Indian Reservation, Sheet 1 of 4, Accepted by Clark L. Gures, Chief, Division of Cadastral Survey, dated August 17, 1972 and on file in the Office of the United States Bureau of Land Management, Phoenix, AZ.

OFFICIAL RECORDS OF MARICOPA COUNTY RECORDER HELEN PURCELL

92-0724593

12/21/92 10:17

DIANA 1 OF 1

MCDOT PROJECT NO. 68434
NAME: ALMA SCHOOL ROAD
(MCKELLIPS RD. TO MCDOWELL RD.)
ITEM NOS. W-4721 & W-4722

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 (62 Stat. 17, 25 U.S.C. 323-328) and in accordance with Departmental Regulations 25 CFR 169 for road and utility right-of-way, seventeen (17) parcels variable in shape and in dimension over lands located within the Salt River Pima-Maricopa Indian Community to be granted to MARICOPA COUNTY, the right to construct, maintain and repair improvements thereon and thereover for such purposes for a term as long as the right-of-way shall be used for such purposes and in the Grant of Right-of-Way specified, and subject to earlier termination for violation of the conditions of the Grant of Right-of-Way. The location of said road and utility right-of-way and its extent are more particularly shown and delineated on Exhibit A, made a part hereof and attached hereto and which consists of certain maps which have been prepared in compliance with 25 CFR 169.6

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 169, and will abide by every condition to the Consent of Grant of Right-of-Way and as summarily described in Exhibit B, attached hereto. It is understood by MARICOPA COUNTY that the

Recorded At The Request Of: Maricopa County Board Of Supervisors consideration for the Grant of Right-of-Way shall include as direct payment to the owners of the land burdened with the right-of-way, the value of the rights to be acquired in the interests in land within the right-of-way. The anticipated value of the rights to be acquired in the interests in land within the right-of-way is Seven Hundred Ninety-four Thousand Five Hundred Seventy-four Dollars (\$794,574).

Exhibit B attached hereto is a summary description of conditions which will be fully described as conditions to the Grant of Right-of-Way. From and after the execution of a Consent to the Grant of Right-of-Way by the owners of a majority of the interests in any allotment or parcel or by the Community as the owner of any parcel of land, shall be entitled to the amount set out in such owner's executed Consent to Grant of Right-of-Way. Payment of the consideration described shall be made upon the execution and delivery of the Grant of Right-of-Way by the Secretary of the Interior or his authorized representative to MARICOPA COUNTY (through the Maricopa County Department of Transportation) for the whole of the land described in Exhibit A hereof

MARICOPA COUNTY, by and through its Department of Transportation, hereby agrees to comply with the following stipulations in the event the said right-of-way herein applied for is granted.

- (a) To construct and maintain the right-of-way in a workmanlike manner and in strict conformity with Exhibit A hereto.
- (b) To meet all requirements of 25 CFR 169.4 and 169.5 to the extent legally permissible.
- (c) Maricopa County Department of Transportation, as a Department of Maricopa County a political subdivision of the State of Arizona, is precluded from entering into an indemnity contract.

- (d) To restore lands as nearly as may be possible to their original condition upon the completion of construction to the extent compatible with the purposes for which the right-of-way was granted.
- (e) To clear and keep clear the lands within the right-of-way to the extent compatible with the purposes of the right-of-way; and to dispose of vegetative and other material cut, uprooted or otherwise accumulated during the construction and maintenance of the project.
- (f) To take soil and resource conservation and protection measures, including weed control, on the land covered by the right-of-way.
- (g) To do everything reasonably within its power to prevent and suppress fires on or near the lands to be occupied under the right-of-way.
- (h) To build, repair such roads, fences and trails as may be destroyed or injured by construction work and to build and maintain necessary and suitable crossings for all roads and trails that intersect the works constructed, maintained or operated under the right-of-way except as may interfere with limited access roadways.
- (i) That upon revocation or termination of the right-of-way, the applicant shall, so far as is reasonably possible, restore the land to its original condition.
- (j) To at all times keep the Secretary informed of its address.
- (k) That the applicant will not interfere with the use of lands by or under the authority of the landowners for any purpose not inconsistent with the primary purpose for which the right-of-way is granted.
- (1) The utility right-of-way shall be used only for utility lines and improvements which supply lands within the SALT RIVER PIMA-MARICOPA INDIAN COMMUNITY or as may be allowed by action of the SALT RIVER PIMA-MARICOPA INDIAN COMMUNITY COUNCIL.
- (m) To abide by all of the conditions of the Grant of Right-of-Way.

IN WITNESS WHEREOF, the undersigned app	
executed this day of	
	MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION
	By_Debyramon
	Transportation Director
ATTEST	MARICOPA COUNTY BOARD OF SUPERVISORS
Transon Canoll	Betrey Bayless Chairman of the Board
Clerk of the Board	Citalinan of the toat o

GRANT OF EASEMENT FOR RIGHT-OF-WAY

KNOW ALL MEN BY THESE PRESENT:

That the United States of America, acting by and through the Superintendent, Salt River Agency, Phoenix Area Office, Bureau of Indian Affairs, Department of the Interior, Phoenix, Arizona, hereinafter referred to as "Grantor" under the authority contained in 209 DM 8, 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 169, Title 25 Code of Federal Regulations, in consideration of \$794,574.00, compliance with the conditions set out in Exhibit B attached hereto and made a part hereof and which provides for the construction of certain defined improvements and the design of other improvements and the agreement to abide by certain standards involving among other things employment preference, material supply and archaeological mitigation and other good and valuable consideration, the receipt of which or the commitment to which is acknowledged, does hereby grant to Maricopa County, hereinafter referred to as "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, build, maintain, repair, and rebuild a public road, 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 on lands located within the Salt River Indian Reservation, County of Maricopa, State of Arizona, and more fully described on Exhibit A attached hereto and made a part of this Grant and according to the map attached to said exhibit.

TO HAVE AND TO HOLD the said easement and right-of-way unto the Grantee and unto its successors together with the right of exclusive use by the aforementioned parties and the right to authorize, permit and license the use thereof for utility lines, including water and sewer lines, when these are not inconsistent with the use of the

property for a public road and to authorize such use by SRPMIC without cost and upon reasonable conditions and upon appropriate notice.

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 road.

This easement is subject to any prior valid existing right of adverse claim and is without limitation as to tenure, so long as said easement shall be actually used for the purpose above specified; PROVIDED, that this right-of-way shall be terminable in whole or in part by the Grantor for any of the following causes upon 30 days written notice and failure of the Grantee within said notice period to correct the basis for termination (25 CFR 169.20):

- A. Failure to comply with any term or condition of the grant including the conditions set out in Exhibit A or the applicable regulations.
- B. A nonuse of the right-of-way for a consecutive two-year period for the purpose for which it was granted.
- C. An abandonment of the right-of-way.
- D. Failure of the Grantee, upon the completion of construction, to file with the Grantor an affidavit of completion pursuant to 25 CFR 169.16
- E. Failure to construct and maintain the right-of-way in a workmanlike manner.
- F. Failure to meet all requirements of 25 CFR 169.4 and 169.5 to the extent legally permissible.
- G. Failure to indemnify to the extent legally permissible the landowners, lessees and authorized users and occupants against liability for loss of life, personal injury and property damage arising from the construction, maintenance, occupancy or use of the lands by the applicant, the applicants employees, contractors and their employees or subcontractors and their employees.

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- i. Failure to restore the lands as nearly as may be possible to their original condition upon the completion of construction to the extent compatible with the purpose for which the right-of-way was granted.
- I. Failure to clear and keep clear the lands within the right-of-way to the extent compatible with the purpose thereof; and to dispose of all vegetative and other material cut, uprooted or otherwise accumulated during the construction and maintenance of the project.
- J. Failure to take soil and resource conservation and protection measures, including weed control, on the land covered by the right-of-way.
- K. Failure to do everything reasonably within the Grantee's power to prevent and suppress fires on or near the lands to be occupied in the right-of-way.
- L. Failure to build and repair such roads, fences and trails as may be destroyed or injured by construction work and to build and maintain necessary and suitable crossings for all roads and trails that intersect the works constructed, maintained or operated under the right-of-way except.
- M. That upon revocation or termination of the right-of-way, the applicant shall, so far as is reasonably possible, restore the land to its original condition
- N. Failure to at all times keep the Secretary informed of its address.
- O. That the applicant will not interfere with the use of lands by or under the authority of the landowners for any purpose inconsistent with the primary purpose for which the right-of-way is granted.

The condition of these easement shall extend to and be binding upon and shall inure to the benefit of the successors and assigns of the Grantee.

IN WITNESS WHEREOF, Grantor has executed this grant of easement this $\frac{18}{18}$ day of $\frac{1}{18}$ of $\frac{1}{18}$ of $\frac{1}{18}$ day

UNITED STATES OF AMERICA

Superintendent Salt River Agency

<u>ACKNOVLEDGMENT</u>

STATE OF ARIZONA

County of Maricopa



day of December 19 92, personally appeared Lagran V. Curstan whose name is subscribed to the foregoing Grant of Easement for Right-of-Way as Superintendent, Salt River Agency Bureau of Indian Affairs, and who acknowledged that he is and was at the time of signing the same, Acting Superintendent, Salt River Agency, Bureau of Indian Affairs; and he personally acknowledged to me that he executed the said Grant of Easement for Right-of-Way in his official capacity and pursuant to authority delegated to him for the uses and purposes set forth therein.

OFFICIAL SEAL
LETICIA OSIFE
MOTARY PUBLIC—ARIZONA
MARICOPA COUNTY
My CAMIRIC EXPLIES Apr. 28, 1996

Notary Public

My Commission Expires

ACKNOVLEDGMENT

STATE OF ARIZONA

County of Maricopa

)

1		OFFICIAL SEAL
- 81 /		LETICIA OSIFE
B #		NOTARY PUBLIC ARIZONA
- }} \		MARICOPA COUNTY
1	~002	My comm. expires Apr. 28, 1995

day of December 19 92, personally appeared Lagran V. Zurfan whose name is subscribed to the foregoing Grant of Easement for Right-of-Way as Superintendent, Salt River Agency Bureau of Indian Affairs, and who acknowledged that he is and was at the time of signing the same, Acting Superintendent, Salt River Agency, Bureau of Indian Affairs; and he personally acknowledged to me that he executed the said Grant of Easement for Right-of-Way in his official capacity and pursuant to authority delegated to him for the uses and purposes set forth therein.

OFFICIAL SEAL
LETICIA OSIFE
NOTARY PUBLIC—ARIZONA
MARTICOPA COUNTY
My CADIRIL expires Apr. 28, 1988

Notary Public

My Commission Expires

EXHIBIT "A"

PARCEL NO. 1: TRIBAL LANDS Item No. W-4722

Three parcels of land lying within the South one-half of the Southwest one-quarter of the Northeast one-quarter of the Southeast one-quarter (S^1_2 of SW^1_3 of NE^1_4 of SE^1_4). Southeast one-quarter of the Northeast one-quarter of the Southeast one-quarter (SE^1_4 of NE^1_4 of SE^1_4) and the North one-half of the Northwest one-quarter of the Southeast one-quarter of the Southeast one-quarter (N^1_2 of NW^1_4 of SE^1_4 of SE^1_4) of Section Five (5), Township One (1) North, Range Five (5) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, and within the Salt River Indian Reservation, also lying adjacent to and parallel with the existing Northerly and Southerly right-of-way line of McKellips Road and lying adjacent to the parallel with the existing Westerly right-of-way line of Alma School Road as shown in Book 18 of Road Maps, page 30, Maricopa County Records; said parcels being more particularly described as follows:

Parcel No. 1: COMMENCING at the centerline intersection of McKellips Road and Alma School Road, said centerline of Alma School Road also being the East line of said Section; THENCE along the centerline of said McKellips Road from a tangent line bearing of South 88°37'21" West, Southwesterly along a curve to the left, having a radius of 2291.83 feet, through a central angle of 19°25'26" an arc distance of 776.95 feet to the Point of Tangency; THENCE continuing along said centerline South 69°11'55" West, a distance of 277.19 feet; THENCE perpendicular to said centerline of McKellips Road North 20°48'05" West, a distance of 40.00 feet to a point on the existing Northerly right-of-way line of said McKellips Road, as shown in said Book 18 of Road Maps, Page 30, Maricopa County Records, said point being the TRUE POINT OF BEGINNING; THENCE leaving said existing Northerly right-of-way line North 20°48'05" West, a distance of 25.00 feet; THENCE parallel with said existing Northerly rightof-way line North 69°11'55" East, a distance of 277.19 feet to a Point of Curvature to the right; THENCE continuing parallel with said existing right-of-way line along said curve to the right, having a radius of 2356.83 feet, through a central angle of 17°31'43" an arc distance of 721.03 feet; THENCE North 34°49'40" East, a distance of 44.21 feet to a point on a line which is 55.00 feet perpendicular to the East line of said Section; THENCE South 00°27'55" West, a distance of 60.04 feet to a point on the Northerly right-of-way line of said McKellips Road; THENCE from a tangent line bearing of South 87°18'05" West, Southwesterly along said existing Northerly rightof-way line along a curve to the left, having a radius of 2331.83 feet, through a central angle of 18°06'10" an arc distance of 736.75 feet to the Point of Tangency; THENCE continuing along said existing Northerly right-of-way line South 69°11'55" West, a distance of 277.19 feet to the TRUE POINT OF BEGINNING.

Parcel No. 2: COMMENCING at the centerline intersection of McKellips Road and Alma School Road, said centerline of Alma School Road also being the East line of said Section; THENCE along the centerline of said McKellips Road, from a tangent line bearing of South 88°37'21" West, Southwesterly along a curve to the left, having a radius of 2291.83 feet through a central angle of 19°25'26" an arc distance of 776.95 feet to the Point of Tangency; THENCE continuing along said centerline South 69°11'55" West, a distance of 577.19 feet; THENCE perpendicular to said centerline of McKellips Road South 20°48'05" East, a distance of 40.00 feet to a point on the existing Southerly right-of-way line of said McKellips Road, as shown in said Book 18 of Road Maps, page 30, Maricopa County Records, said point being the TRUE POINT OF BEGINNING; THENCE along said existing Southerly right-of-way line North 69°11'55" East, a distance of 577.16 feet to a Point of Curvature to the right; THENCE along said curve to the right, having a radius of 2251.83 feet through a central angle of 17°36'28" an arc distance of 692.02 feet to a point on said curve which is 70.00 feet perpendicular to the East line of said Section, said point also being the existing West right-of-way line of said Alma School Road as recorded in Docket 14008, page 720 through 722, Maricopa County Records; THENCE along said existing West right-of-way line South 00°27'55" West, a distance of 50.07 feet; THENCE leaving said existing West right-of-way line North 46°30'06" West, a distance of 20.48 feet; THENCE parallel with said existing Southerly right-of-way line from a tangent line bearing of South 86°21'39" West, Southwesterly along a curve to the left, having a radius of 2216.83 feet through a central angle of 17°09'44" an arc distance of 664.02 feet to the Point of Tangency; THENCE South 69°11'55" West, a distance of 277.19 feet; THENCE perpendicular to said existing centerline of McKellips Road North 20°48'05" West, a distance of 20.00 feet; THENCE continuing parallel with said existing Southerly right-of-way line South 69°11'55" West, a distance of 300.00 feet; THENCE North 20°48'05" West, a distance of 15.00 feet to the TRUE POINT OF BEGINNING.

Parcel No. 3: The West 15.00 feet of the East 55.00 feet of said Southeast one-quarter of the Northeast one-quarter of the Southeast one-quarter (SE¼ of NE¼ of SE¼), lying adjacent to and parallel with the existing Westerly right-of-way line of Alma School Road and lying North of the existing Northerly right-of-way line of McKellips Road as shown in said Book 18 of Road Maps, page 30, Maricopa County Records.

PARCEL NO. 2: TRIBAL LANDS Item No. W-4721

Three parcels of land lying within the South one-half of the Northwest one-quarter of the Southwest one-quarter (S½ of NW¼ of SW¼) also known as G.L.O. Lot 31 of Section Four (4), Township One (1) North, Range Five (5) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, also lying within the Salt River Indian Reservation, also lying adjacent to and parallel with the existing Northerly and Southerly right-of-way line of McKellips Road along said as shown in Book 18 of Road Maps, page 30, Maricopa County Records, and as recorded in Docket 15564, page 944 through 946, Maricopa County Records; said parcels being more particularly described as follows:

Parcel No. 1: COMMENCING at the centerline intersection of McKellips Road and Alma School Road, said centerline of Alma School Road also being the West line of said Section; THENCE along the centerline of said McKellips Road from a tangent line bearing of North 88°37'21" East, Northeasterly along a tangent curve to the right, having a radius of 2291.83 feet through a central angle of 01°22'31" an arc distance of 55.01 feet; THENCE leaving said centerline, along a line parallel with the West line of said Section, North 00°27'55" East, a distance of 40.00 feet to a point on the existing Northerly right-of-way line of said McKellips Road as shown in said Book 18 of Road Maps, page 30, Maricopa County Records, said point being the TRUE POINT OF BEGINNING; THENCE along said line which is 55.00 feet perpendicular to and parallel with the centerline of said Alma School Road, North 00°27'55" East, a distance of 60.00 feet; THENCE South 44°33'07" East, a distance of 49.49 feet to a point that is 65.00 feet radial to the centerline of said McKellips Road; THENCE parallel with the centerline of said McKellips Road, from a tangent line bearing of South 88°08'18" East, Southerly along a curve to the right, having a radius of 2356.83 feet through a central angle of 11°54'26" an arc distance of 489.80 feet to a non-tangent point; THENCE along a radial line bearing of South 12°46'08" West, a distance of 10.00 feet to a point on said existing Northerly right-of-way line of McKellips Road as recorded in said Docket 15564, page 944 through 946, Maricopa County Records; THENCE along said existing Northerly right-of-way line from a tangent line bearing of North 77°13'52" West, Northwesterly along a curve to the left, having a radius of 2346.83 feet, through a central angle of 05°00'00" an arc distance of 204.80 feet to a nontangent point; THENCE along a radial line bearing of South 07°46'08" West, a distance of 15.00 feet to a point which is 40.00 feet from said centerline of McKellips Road, as shown in Book 18 of Road Maps, page 30, Maricopa County Records; THENCE along said existing Northerly right-of-way line from a tangent line bearing North 82°13'52" West, Northwesterly along a tangent curve to the left, having a radius of 2331.83 feet through a central angle of 07°45'47" an arc distance of 315.94 feet to the TRUE POINT OF BEGINNING.

Parcel No. 2: COMMENCING at the centerline intersection of McKellips Road and Alma School Road, said centerline of Alma School Road also being the West line of said Section; THENCE continuing along the centerline of said McKellips Road from a tangent line bearing of North 88°37'21" East, Northerly along a tangent curve to the right, having a radius of 2291.83 feet through a central angle of 01°45'01" an arc distance of 70.01 feet; THENCE leaving said centerline, along a line parallel with the West line of said Section, South 00°27'55" West, a distance of 40.00 feet to a point on the existing Southerly right-of-way line of said McKellips Road as shown in said Book 18 of Road Maps, page 30, Maricopa County Records, said point also being on the existing East right-of-way line of said Alma School Road as shown in Book 28 of Road Maps, page 81, Maricopa County Records, said point being the TRUE POINT OF BEGINNING; THENCE along said existing Southerly right-of-way line from a tangent line bearing of South 89°37'44" East, Southeasterly along a tangent curve to the right, through a central angle of 07°23'52" an arc distance of 290.75 feet to a tangent point; THENCE along a radial line bearing of South 07°46'08" West, a distance of 15.00 feet to a point on the existing Southerly right-of-way line of McKellips Road as recorded in said Docket 15564, page 944 through 946, Maricopa County Records; THENCE continuing along said existing Southerly right-of-way line from a tangent line bearing of South 82°13'52" East, Southeasterly along a curve to the right, through a central angle of 05°00'00" an arc distance of 195.20 feet to a point; THENCE along a radial line bearing of South 12°46'08" West, a distance of 10.00 feet to a point that is 65.00 feet from said centerline of McKellips Road; THENCE along a line parallel with said centerline of McKellips Road, from a tangent line bearing of North 77°13'52" West, Northwesterly along a curve to the left, having a radius of 2226.83 feet through a central angle of 11°45'20" an arc distance of 456.89 feet to a point; THENCE South 45°34'37" West, a distance of 35.28 feet to a point on the existing East right-of-way line of said Alma School Road as shown in said Book 28 of Road Maps, page 81, Maricopa County Records: THENCE along said existing East right-of-way line North 00°27'55" East, a distance of 50.00 feet to the TRUE POINT OF BEGINNING.

Parcel No. 3: The East 15.00 feet of the West 55.00 feet of said South one-half of the Northwest one-quarter of the Southwest one-quarter (S_2^{k} of NW_3^{k}), lying adjacent to and parallel with the existing Easterly right-of-way line of Alma School Road and lying North of the existing Northerly right-of-way line of McKellips Road as shown in said Book 18 of Road Maps, page 30, Maricopa County Records.

PARCEL NO. 3: TRIBAL LANDS

The East 15.00 feet of the West 55.00 feet of the South one-half of the Northwest one-quarter of the Northwest one-quarter of the Southwest one-quarter (S^{1}_{2} of NW^{1}_{4} of NW^{1}_{4} of SW^{1}_{4}) of Section Four (4), Township One (1) North, Range Five (5) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, also lying withing the Salt River Indian Reservation.

PARCEL NO. 4: ALLOIMENT NO. 305

The East 15.00 feet of the West 55.00 feet of the North one-half of the Northwest one-quarter of the Northwest one-quarter of the Southwest one-quarter (N_7^1) of NW_8^1 of NW_8^1) of Section Four (4), Township One (1) North, Range Five (5) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, also lying within Allotment No. 305 in the Salt River Indian Reservation.

PARCEL NO. 5: ALLOIMENT NO. 647

Two parcels of land lying within the Northeast one-quarter of the Northeast one-quarter of the Southeast one-quarter (NE½ of NE½ of SE½) of Section Five (5), Township One (1) North, Range Fiver (5) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, also lying within Allotment No. 647 in the Salt River Indian Reservation, also lying West and adjacent to the existing West right-of-way line for Alma School Road; said parcels being more particularly described as follows:

Parcel No. 1: The West 25.00 feet of the East 80.00 feet of the North 65.13 feet (as measured along said existing West right-of-way line of Alma School Road) of said Northeast one-quarter of the Northeast one-quarter of the Southeast one-quarter (NE_4 of NE_4 of NE_4);

EXCEPT that part lying Southwesterly from the following described line:

COMMENCING at the Northwest corner of said Northeast one-quarter of the Northeast one-quarter of the Southeast one-quarter (NE $\frac{1}{4}$) of NE $\frac{1}{4}$), said Northwest corner also being the East one-quarter (E $\frac{1}{4}$) corner of said Section; THENCE along the North line of said Northeast one-quarter of the of the Northeast one-quarter of the Southeast one-quarter (NE $\frac{1}{4}$) of NE $\frac{1}{4}$ of SE $\frac{1}{4}$) North 89°51'24" West, a distance of 80.00 feet; THENCE along a line parallel with the East line of said Northeast one-quarter of the Northeast one-quarter of the Southeast one-quarter (NE $\frac{1}{4}$) of NE $\frac{1}{4}$ of NE $\frac{1}{4}$) of SE $\frac{1}{4}$) South 00°27'55" West, a distance of 40.00 feet to the TRUE POINT OF BEGINNING; THENCE South 44°32'05" East, a distance of 35.36 feet to a point on said existing West right-of-way line that is parallel with and 55.00 feet perpendicular to the East line of said Northeast one-quarter of the Northeast one-quarter of the Southeast one-quarter (NE $\frac{1}{4}$) of NE $\frac{1}{4}$ 0 of SE $\frac{1}{4}$) and the terminus of the herein described line.

Parcel No. 2: The West 15.00 feet of the East 55.00 feet of the Northeast one-quarter of the Northeast one-quarter of the Southeast one-quarter (NE^{1}_{4} of NE^{1}_{4} of SE^{1}_{4}) of said Section Five (5).

PARCEL NO. 6: ALLOTMENT NO. 720 Item No. 4722

A parcel of land lying within the Southeast one-quarter of the Southeast one-quarter of the Northeast one-quarter (SE½ of SE½ of NE½) of Section Five (5), Township One (1) North, Range Five (5) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, also lying within Allotment No. 720 in the Salt River Indian Reservation, also lying West and adjacent to the existing West right-of-way line of Alma School Road as recorded in Recorder's No. 90-291838, Maricopa County Records; said parcel being more particularly described as follows:

BEGINNING at a point on the South line of said Southeast one-quarter of the Southeast one-quarter of the Northeast one-quarter (SE¼ of SE¼ of NE¼) and the existing West right-of-way line of said Alma School Road, said point being 55.00 feet West from the East one-quarter (E¼) corner of said Section; THENCE along the South line of said Southeast one-quarter of the Southeast one-quarter of the Northeast one-quarter (SE¼ of SE¼ of NE¾) North 89°50'24" West, a distance of 25.00 feet to a point on a non-tangent curve to the right; THENCE from a tangent line bearing of North 00°09'36" East, Northerly along said curve to the right, having a radius of 2371.83 feet through a central angle of 00°57'59" an arc distance of 40.00 feet; THENCE North 46°52'27" East, a distance of 34.12 feet to a point on the existing West right-of-way line of said Alma School Road; THENCE along said existing West right-of-way line and parallel with the East line of said Section South 00°30'20" West (South 00°23'00" West B.L.M.) a distance of 63.40 feet to the POINT OF BEGINNING.

PARCEL NO. 7: ALLOTMENT NO. 307 Item No. W-4721

A parcel of land lying within the Southwest one-quarter of the Southwest one-quarter of the Northwest one-quarter (SW\(^1\) of SW\(^1\) of NW\(^1\)) of Section Four (4), Township One (1) North, Range Five (5) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, also lying within Allotment No. 307 of the Salt River Indian Reservation, also lying East and adjacent to the existing East right-of-way line of Alma School Road as recorded in Recorder's No. 90-291838 Maricopa County Records; said parcel being more particularly described as follows:

COMMENCING at the West one-quarter (W1/4) corner of said Section; THENCE along the East-West mid-section line of said Section, said mid-section line also being the South line of said Southwest one-quarter of the Southwest one-quarter of the Northwest one-quarter (SW\u00e4 of SW\u00e4 of NW\u00e4) South 89°56'52" East (South 89°57'00" East B.L.M.), a distance of 55.00 feet to a point on the existing East right-ofway line of said Alma School Road as recorded in said Recorder's No. 90-291838, Maricopa County Records, said point also being on a Point of Curvature on the realigned East right-of-way line of said Alma School Road and the TRUE POINT OF BEGINNING; THENCE leaving said existing East-West mid-section line and continuing along said existing East right-of-way line of Alma School Road Northerly, a distance of 655.27 feet to a point on the North line of said Southwest one-quarter of the Southwest one-quarter of the Northwest one-quarter (SW4 of SW4 of NW4), said point being 55.00 feet East and perpendicular to the West line of said Section; THENCE leaving said existing East right-of-way line of Alma School Road, continuing along the North line of said Southwest one-quarter of the Southwest one-quarter of the Northwest one-quarter (SW\(\frac{1}{4}\) of SW\(\frac{1}{4}\) of SW\(\frac{1}{4}\), North 89°40'10" East (North 89°32'15" East B.L.M.), a distance of 39.46 feet to a Point of Curvature on said realigned East right-of-way line of Alma School Road; THENCE from a tangent line bearing of South 00°54'42" West, Southwesterly along a curve to the right, having a radius of 2346.83 feet through a central angle of 04°15'14" an arc distance of 174.24 feet to the Point of Tangency; THENCE continuing along said realigned East right-of-way line, South 05°09'56" West, a distance of 299.80 feet to a Point of Curvature of a tangent curve to the left; THENCE Southerly along said curve to the left, having a radius of 2236.83 feet through a central angle of 04°41'24" an arc distance of 183.10 feet to the TRUE POINT OF BEGINNING.

PARCEL NO. 8: ALLOIMENT NO. 667 Item No. 4721

A parcel of land lying with the Northwest one-quarter of the Southwest one-quarter of the Northwest one-quarter (NW_4 of SW_4 of NW_4) of Section Four (4), Township One (1) North, Range Five (5) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, also lying within Allotment No. 667 in the Salt River Indian Reservation, also lying East and adjacent to the existing East right-of-way line of Alma School Road as recorded in Recorder's No. 90-291838, Maricopa County Records; said parcel being more particularly described as follows:

COMMENCING at the Southwest corner of said Northwest one-quarter of the Southwest one-quarter of the Northwest one-quarter (NW 1_4) of SW 1_4 of SW 1_4) from which the West one-quarter (W 1_4) corner of said Section bears South 00°30'20" West (South 00°23'00" West B.L.M.) a distance of 654.90 feet (654.72 feet B.L.M.), the West line of said Section also being the existing centerline of said Alma School Road; THENCE leaving the Southwest corner of said Northwest one-quarter of the Southwest one-quarter of the Northwest one-quarter (NW 1_4) of SW 1_4 0 of NW 1_4 1) and along the South line of said Northwest one-quarter of the Southwest one-quarter of the Northwest one-quarter (NW 1_4 0 of SW 1_4 0 of NW 1_4 1) North 89°40'10" East (North 89°32'15" East B.L.M.) a distance of 55.01 feet to a point on the existing East right-of-way line of said Alma School Road as recorded in said Recorder's No. 90-291838, Maricopa County Records, and the TRUE POINT OF BEGINNING; THENCE along said existing East right-

of-way line, parallel with and 55.00 feet perpendicular to the West line of said Northwest one-quarter of the Southwest one-quarter of the Northwest one-quarter (NW\(of SW\(a \) of NW\(b) North 00°30'20" East (North 00°23'00" East B.L.M.) a distance of 655.26 feet to a point on the North line of said Northwest one-quarter of the Southwest one-quarter of the Northwest one-quarter (NW1/4 of SW1/4 of NW1/4); THENCE leaving said existing East right-of-way line and continuing along the North line of said Northwest one-quarter of the Southwest one-quarter of the Northwest onequarter (NW% of SW% of NW%) North 89°17'11" East (North 89°07'30" East B.L.M.) a distance of 39.89 feet to a point on a curve on the realigned East right-of-way line of said Alma School Road; THENCE along said curve to the left of said realigned East right-of-way line of said Alma School Road Southwesterly from a tangent line bearing of South 02°00'25" West having a radius of 2236.83 feet through a central angle of 01°32'30" an arc distance of 60.19 feet to the Point of Tangency; THENCE continuing along said realigned East right-of-way line, South 00°27'55" West, a distance of 577.06 feet to a Point of Curvature of a curve to the right; THENCE along said curve to the right, having a radius of 2346.83 feet through a central angle of 00°26'47" an arc distance of 18.28 feet to a point on the South line of said Northwest one-quarter of the Southwest one-quarter of the Northwest one-quarter (NW4 of SW4 of NW4); THENCE along the South line of said Northwest one-quarter of the Southwest one-quarter of the Northwest one-quarter (NW\(\frac{1}{2}\) of SW\(\frac{1}{2}\) of NW\(\frac{1}{2}\) North 89°40'10" East (North 89°32'15" East B.L.M.) a distance of 39.46 feet to the TRUE POINT OF BEGINNING.

PARCEL NO. 9: TRIBAL LANDS Item No. 4721

Three parcels of land lying within the North one-half of the West one-half of the Northwest one-quarter of the Northwest one-quarter ($N_2^{\rm l}$ of $W_2^{\rm l}$ of $N_3^{\rm l}$) also known as G.L.O. Lot 16 and within the South one-half of the West one-half of the Northwest one-quarter of the Northwest one-quarter ($S_2^{\rm l}$ of $W_3^{\rm l}$ of $N_3^{\rm l}$) of Section Four (4), Township One (1) North, Range Five (5) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, also lying within the Salt River Indian Reservation, also lying South and adjacent to the existing South right-of-way line of McDowell Road, as shown in Book 9 of Road Maps, page 95, Maricopa County Records, also lying East, and West and adjacent to the existing right-of-way lines of Alma School Road as recorded in Recorder's No. 90-219838, Maricopa County Records; said parcels being more particularly described as follows:

Parcel No. 1: COMMENCING at the Northwest corner of said Section; THENCE along the West line of said Section, South 00°30'20" West (South 00°23'00" West B.L.M.) a distance of 40.00 feet to a point on the existing South right-of-way line of McDowell Road as shown in said Book 9 of Maps, page 95, Maricopa County Records, and the TRUE POINT OF BEGINNING: THENCE East along said existing South right-ofway line, a distance of 111.23 feet to a point on curve of the existing West right-of-way line of Alma School Road as recorded in Recorder's No. 90-291838, Maricopa County Records; THENCE continuing along said existing West right-of-way line from a tangent line bearing of South 01°32'04" West, Southwesterly along a curve to the right, having a radius of 2236.83 feet, through a central angle of 01°51'01" an arc distance of 72.23 feet to a point on the new South right-of-way line of McDowell Road; THENCE leaving said existing West right-of-way line of Alma School Road and along said new South right-of-way line of McDowell Road, North 44°34'50" West, a distance of 59.56 feet to a point that is 70.00 feet South and perpendicular to the North line of said Section; THENCE continuing along said new South right-of-way line parallel with said North line of said Section Westerly, a distance of 66.59 feet to a point on the West line of said Section; THENCE along

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the West line of said Section Northerly, a distance of 30.00 feet to the TRUE POINT OF BEGINNING.

Parcel No. 2: The South 15.00 feet of the North 55.00 feet of said North one-half of the West one-half of the Northwest one-quarter of the Northwest one-quarter (N_{3} of N_{4} of N_{4} of N_{4} also known as G.L.O. Lot 16 of that portion lying Easterly of the existing East right-of-way line of said Alma School Road as recorded in Recorder's No. 90-291838, Maricopa County Records.

EXCEPT, COMMENCING at the Intersection of the South line of the North 50.00 feet of said North one-half of the West one-half of the Northwest one-quarter of the Northwest one-quarter (N_2 of W_2 of NW_3 of NW_3) and the existing East right-of-way line of said Alma School Road; THENCE Easterly a distance of 20.49 feet along said South line of the North 50.00 feet to the POINT OF BEGINNING: THENCE continuing along said South line, Easterly a distance of 11.70 feet to a point; THENCE along a line perpendicular to the North line of said North one-half of the West one-half of the Northwest one-quarter (N_2 of W_3), Southerly a distance of 5.00 feet to a point on the South line of the North 55.00 feet; THENCE Westerly a distance of 16.87 feet along said South line to a point; THENCE in a Northeasterly direction a distance of 7.19 feet to the POINT OF BEGINNING.

Parcel No. 3: COMMENCING at the West one-quarter (W1/4) corner of said Section; THENCE along the West line of said Section North 00°30'20" East (North 00°23'00" East B.L.M.) a distance of 1309.79 feet (1309.44 feet B.L.M.) to a point on the South line of said South one-half of the West one-half of the Northwest onequarter of the Northwest one-quarter (S1/2 of W1/2 of NW1/4 of NW1/4) said West line also being the existing centerline of Alma School Road as recorded in Recorder's No. 90-291838, Maricopa County Records; THENCE leaving the West line of said Section North 89°17'11" East (North 89°07'30" East B.L.M.) a distance of 55.00 feet along the South line of said South one-half of the West one-half of the Northwest onequarter of the Northwest one-quarter (St of Wt of NW of NW) to a point on the existing East right-of-way line of said Alma School Road as recorded in Recorder's No. 90-291838, Maricopa County Records and the TRUE POINT OF BEGINNING; THENCE along said existing East right-of-way line North 00°30'20" East (North 00°23'00" East B.L.M.) a distance of 46.45 feet to a Point of Curvature of a tangent curve to the right; THENCE Northeasterly along said curve to the right, having a radius of 2236.83 feet through a central angle of 12°11'14" an arc distance of 475.79 feet to the point of Tangency; THENCE North 12°41'34" East (North 12°34'14" East record) a distance of 299.78 feet (300.00 feet record) to a Point of Curvature of a tangent curve to the left; THENCE Northeasterly along said curve to the left, having a radius of 2346.83 feet through a central angle of 11°00'43" an arc distance of 451.05 feet to a point on the new right-of-way line of McDowell Road, said point being 50.00 feet South and perpendicular to the North line of said G.L.O. Lot 16; THENCE leaving said existing East right-of-way line of Alma School Road North 88°31'15" East (North 88°18'00" East B.L.M.) a distance of 20.49 feet along said new right-of-way line of McDowell Road to a point; THENCE along the East right-of-way line of the realignment of Alma School Road South 44°30'47" West, a distance of 28.77 feet to a point that is 55.00 feet East and perpendicular to the realigned centerline of said Alma School Road; THENCE continuing along said new East right-of-way line South 00°30'20" West (South 00°23'00" West record) a distance of 185.18 feet to a Point of Curvature of a tangent curve to the right; THENCE Southwesterly along said curve to the right, having a radius of 2346.83 feet through a central angle of 10°24'30" an arc distance of 426.21 feet to the Point of Tangency; THENCE South 10°54'40" West, a distance of 288.43 feet to a Point of Curvature of a tangent curve to the left; THENCE Southwesterly along said curve to the left, having a radius of 2236.83 feet through a central angle of $08^{\circ}54^{\circ}16^{\circ}$ an arc distance of 347.63 feet to a point on the South line of said South one-half of the West one-half of the Northwest one-quarter of the Northwest one-quarter (S^{1}_{2} of W^{1}_{2} of NW^{1}_{3} of NW^{1}_{3}) of said Section; THENCE South 89°17'11" West (South 89°07'30" West B.L.M.) a distance of 39.89 feet along said South line to the TRUE POINT OF BEGINNING.

PARCEL NO. 10: ALLOIMENT NO. 658 Item No. W-4721

The South 15.00 feet of the North 55.00 feet of the West one-half of the Northeast one-quarter of the Northwest one-quarter of the Northwest one-quarter (W_2^1) of NE $_2^1$ of NW $_3^1$) also known as G.L.O. Lot 15 of Section Four (4), Township One (1) North, Range Five (5) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, also lying within Allotment No. 658, in the Salt River Indian Reservation.

PARCEL NO. 11: ALLOIMENT NO. 112 Item No. W-4721

The South 15.00 feet of the North 55.00 feet of the East one-half of the Northeast one-quarter of the Northwest one-quarter of the Northwest one-quarter (E_2^{1} of NE_3^{1} of NW_3^{1} of NW_3^{1} also known as G.L.O. Lot 14 and the Northwest one-quarter of the Northwest one-quarter of the Northwest one-quarter (NW_3^{1} of NW_3^{1} of NE_3^{1} of NW_3^{1}) also known as G.L.O. Lot 13, of Section Four (4), Township One (1) North, Range Five (5) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, also lying within Allotment No. 112 in the Salt River Indian Reservation.

PARCEL NO. 12: ALLOIMENT NO. 642 Item No. W-4722

The South 15.00 feet of the North 55.00 feet of the East 476.81 feet of the North one-half of the Northwest one-quarter of the Northeast one-quarter of the Northeast one-quarter (N½ of NW¼ of NE¾ of NE¾) also being a portion of G.L.O. Lot 6 of Section Five (5), Township One (1) North, Range Five (5) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, also lying within Allotment No. 642 in the Salt River Indian Reservation.

PARCEL NO. 13: ALLOIMENT NO. 643 Item No. W-4722

The South 30.00 feet of the North 70.00 feet of the Northeast one-quarter of the Northeast one-quarter of the Northeast one-quarter (NE^{1}_{4} of NE^{1}_{4}) also known as G.L.O. Lot 5 of Section Five (5), Township One (1) North, Range Five (5) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, also lying within Allotment No. 643 in the Salt River Indian Reservation;

EXCEPT the South 15.00 feet of the North 70.00 feet of the West 123.19 feet thereof.

PARCEL NO. 14: ALLOIMENT NO. 644

The West 15.00 feet of the East 55.00 feet of the Southeast one-quarter of the Southeast one-quarter of the Southeast one-quarter (SE½ of SE½ of SE½) also known as G.L.O. Lot 12 of Section Thirty-two (32), Township Two (2) North, Range Five (5) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, also lying within Allotment No. 644 in the Salt River Indian Reservation;

EXCEPT the South 40.00 feet thereof as shown in Book 18 of Road Maps, Page 30, Maricopa County Records.

PARCEL NO. 15: ALLOIMENT NO. 296

The West 15.00 feet of the East 55.00 feet of the South 21.95 feet of the Northeast one-quarter of the Southeast one-quarter of the Southeast one-quarter (NE¼ of SE¼ of SE¼) of Section Thirty-two (32), Township Two (2) North, Range Five (5) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, also lying within Allotment No. 296 in the Salt River Indian Reservation.

PARCEL NO. 16: ALLOTMENT NO. 531

The East 15.00 feet of the West 55.00 feet of the Southwest one-quarter of the Southwest one-quarter of the Southwest one-quarter (SW_4 of SW_4) also known as G.L.O. Lot 1 of Section Thirty-three (33), Township Two North, Range Fiver (5) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, also lying within Allotment No. 531 in the Salt River Indian Reservation;

EXCEPT the South 40.00 feet thereof as shown in Book 18 of Road Maps, Page 30, Maricopa County Records.

PARCEL NO. 17: ALLOIMENT NO. 516

The East 15.00 feet of the West 55.00 feet of the South 171.95 feet of the Northwest one-quarter of the Southwest one-quarter of the Southwest one-quarter (NW_4 of SW_4) of Section Thirty-three (33), Township Two (2) North, Range Five (5) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, also lying within Allotment No. 516 in the Salt River Indian Reservation.

PARCEL NO. 15: ALLOIMENT NO. 296

The West 15.00 feet of the East 55.00 feet of the South 21.95 feet of the Northeast one-quarter of the Southeast one-quarter of the Southeast one-quarter (NE¼ of SE¼ of SE¼) of Section Thirty-two (32), Township Two (2) North, Range Five (5) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, also lying within Allotment No. 296 in the Salt River Indian Reservation.

PARCEL NO. 16: ALLOIMENT NO. 531

The East 15.00 feet of the West 55.00 feet of the Southwest one-quarter of the Southwest one-quarter of the Southwest one-quarter (SW_4^1 of SW_4^1) also known as G.L.O. Lot 1 of Section Thirty-three (33), Township Two North, Range Fiver (5) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, also lying within Allotment No. 531 in the Salt River Indian Reservation;

EXCEPT the South 40.00 feet thereof as shown in Book 18 of Road Maps, Page 30, Maricopa County Records.

PARCEL NO. 17: ALLOIMENT NO. 516

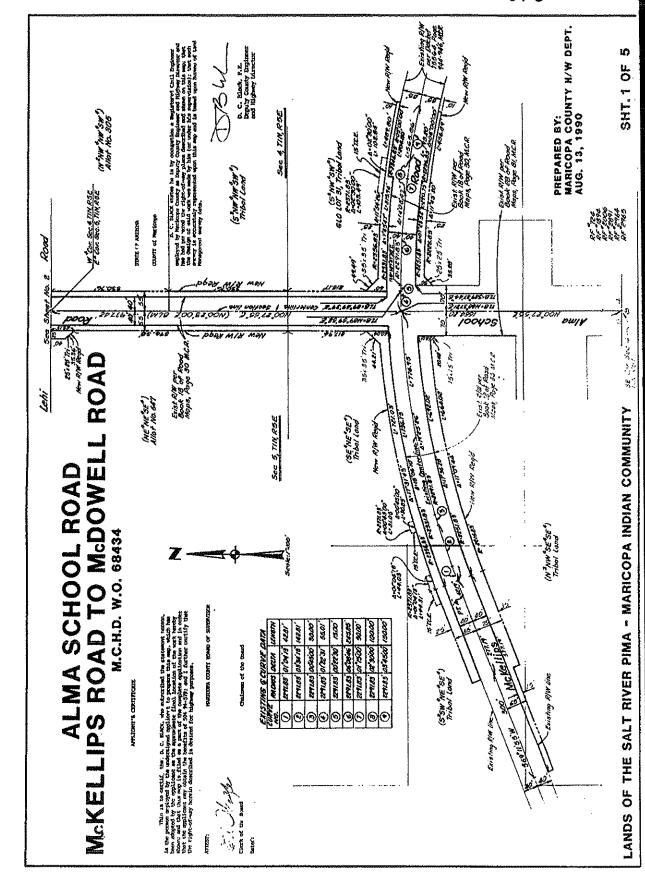
The East 15.00 feet of the West 55.00 feet of the South 171.95 feet of the Northwest one-quarter of the Southwest one-quarter of the Southwest one-quarter (NW_4 of SW_4) of Section Thirty-three (33), Township Two (2) North, Range Five (5) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, also lying within Allotment No. 516 in the Salt River Indian Reservation.

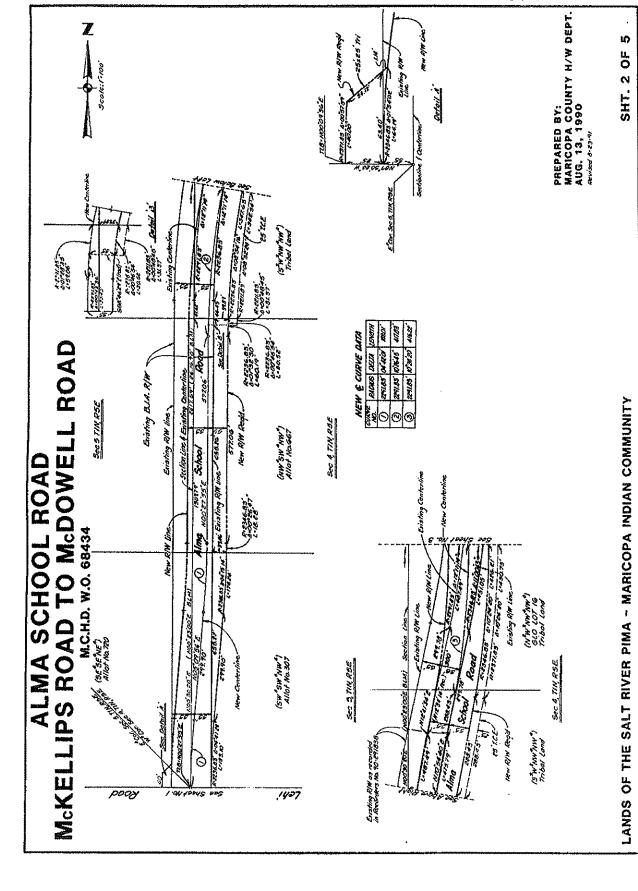
EXHIBIT B

CONDITIONS TO GRANT OF RIGHT-OF-WAY

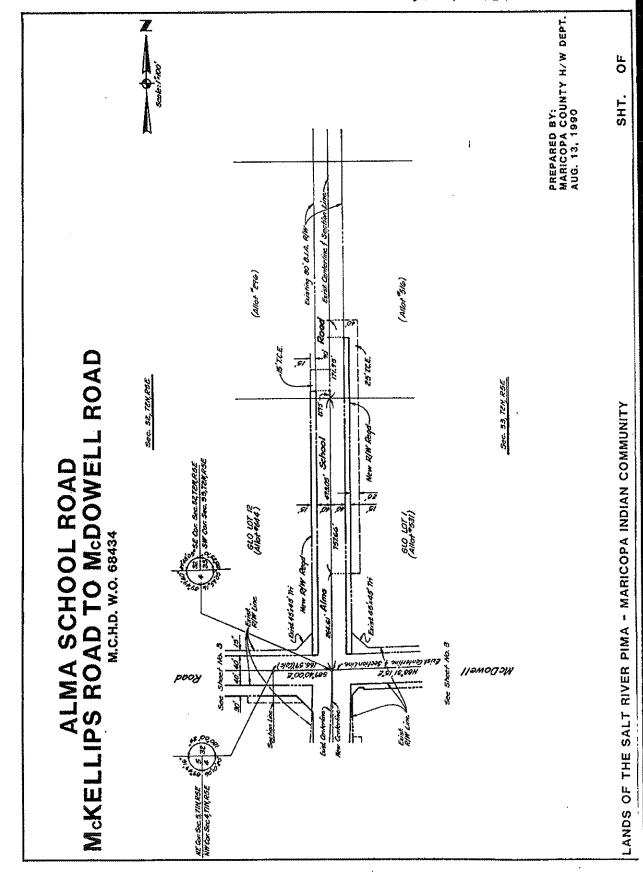
This Grant of Right-of-Way is conditioned on the faithful performance of the covenants described below:

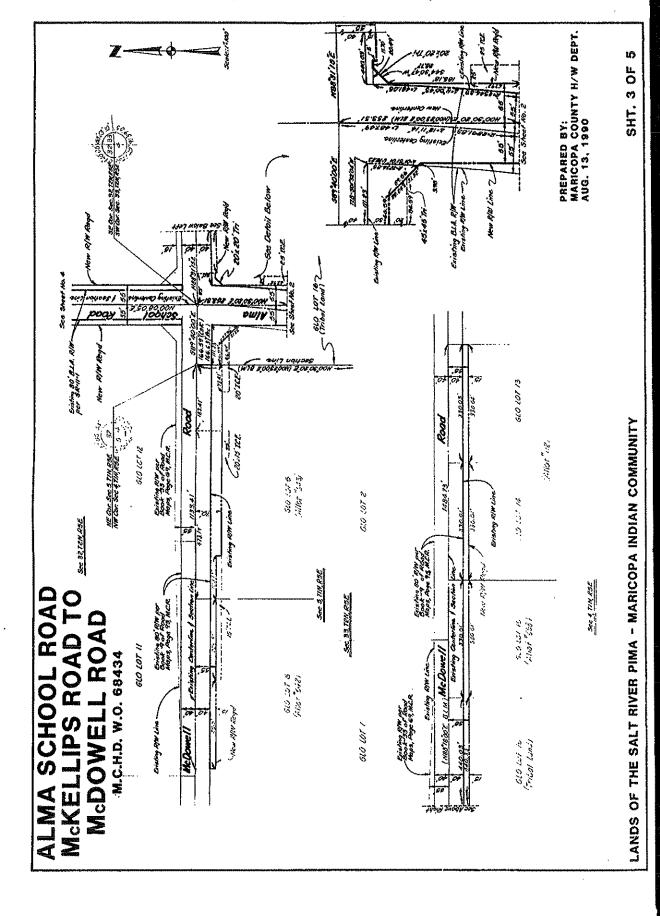
- 1. MCDOWELL AND ALMA SCHOOL ROAD INTERSECTION DESIGN. The intersection geometry at the McDowell Road and Alma School Road intersection will be in accordance with Exhibit C.
- 2. MCKELLIPS AND ALMA SCHOOL ROAD INTERSECTION DESIGN. The intersection geometry at the McKellips Road and Alma School Road intersection will be in accordance with Exhibit D.
- 3. ARCHAEOLOGY. Grantee will faithfully adhere to the provisions of the Antiquities Act and the National Historic Preservation Act in the construction of the improvements on the property subject of this Grant. Grantee agrees that all antiquities, artifacts and remains found within the right-of-way shall be turned over to the custody of SRPMIC and that Grantee, its contractors, agents and employees, have no right or authority to otherwise determine the disposition of them. SRPMIC may determine that all or some of such antiquities, artifacts and remains ought to be preserved and curated in the Salt River Museum.
- 4. MATERIALS AND SRPMIC EMPLOYMENT. Grantee shall specify that such aggregate, rip rap, sand and gravel, portland cement, portland cement concrete, portland cement slurry, portland cement redi-mix grout and asphaltic concrete to be used in the construction on the Alma School Road improvements as are produced or manufactured by Salt River Sand & Rock Company, Phoenix Cement Company or other business enterprises owned by or divisions of the Community (collectively "SRPMIC companies") shall be purchased from SRPMIC companies. As to such of the products listed above that the SRPMIC companies agree to supply the Grantee shall specify that all such materials shall be purchased from SRPMIC companies. In the event SRPMIC companies cannot supply such specified material, Grantee contractors may purchase material from any other supplier. Materials will be supplied according to specifications and at a market price. Members of SRPMIC will have preference in hiring, training and promotion on all jobs relating to the construction of the improvements on the subject property of the Grant.
- 5. <u>AESTHETICS</u>. Grantee will design and construct at no cost to SRPMIC an entry feature at a location determined by SRPMIC in a manner consistent to the aesthetic guidelines required under the Grant of Easement for Right-of-Way for ADOT Project H82901R Northeast Outer Loop, and similar in regard to the entry feature described in sheet of those Aesthetic Guidelines which will be located on SRPMIC land near the intersection of Alma School and McKellips Roads intersection. (If the entry feature can fit within the right-of-way under normal ADOT safety criteria, and the SRPMIC chooses to locate it within the right-of-way, it will be located within the right-of-way).
- 6. MCDOT will provide reasonable opportunity for plans review and comment by SRPMIC during plans development for the Alma School Road improvements. The constructions of the improvements will be conditioned on approval of the SRPMIC construction permit and that the SRPMIC Community Council enacts an ordinance pursuant to Article III. Chapter 17 of the SRPMIC Code of Ordinance, authorizing the construction of the roadway on the Alma School Road improvements.





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PRIDATE SAMES
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GRANT OF PASIENCENT FOR RIGHT-OF-WAY

KNOW ALL HER BY THESE PRECENTS:

That the Helted States of America, acting by and through Mr. Lawrence R. Warling, Acting Superintendent, Sureau of Indian Affairs, Department of the Interior, Salt Siver Agency, hereinefter referred to na "Grapter," under surportly contained in Secretarial Coder So. 1988, And: A (00 F.R. 107-208), 10 SIAM 3 (14 F.M. 637), and Physicist Ares. Office Redelegation Order 3 (36 P.H. 11103); and personne to the proriston of the Act of February 5, 1948 (62 Stat. 17, 25 U.S.C., 323-328) and Part 161. Title Engineer rederal Regulations, in consideration of our philade (21.00) and other good and valuable consideration, the receipt of guide to semmualedged, dose bereby grant to Marienga County, a political admiración ar sue State of Arizona, its successors with . anyigns, hereitadier referred to as "Granter," an easement for a rightof may for the rollinging purposes, makely: The right to enter upon the berringfour described land and grade, level, fill, drain, page, build, maintein, wegetm, and remisid, a public wood, including incidental purpoure constanent therewith; together with such bridges, enlyerts, tempe and make an ear be necessary, on, over, index, and somes the ground mebranes within the right-or-way situated on the following describedlands themsel in the County of Marinopa, State of Artsums lib Section th and if, Touriship I Borth, Barge S Mail, and Sections 19 and 20, Tour and a Borth, Barge & Part, Bellist, within the Salt Hiver Indian Reports tito from Throne Road to Phoenix-Payson Bankton State Rightsy Mr. 47.4 The said endmont, as shows on a map consisting of S sheets figurafiles. as Project No. 01500 secompositing their application and is limited to and more particularly described ass à Right-of-Way 80 Feet in width, being 40 fest pessured at right angles on each ride of the section line on to the area requested above, the centerline and distance of which is delicated thereon and made a part barant to interests.

TO HAVE AND TO WOLD The said emperated and right-of-way date the

Exertes and ento lie auconsum and assigns, and of the real property for a public road.

The wald ensemble to include the right to cut back and trie such pertions of the branches and tops of the trees new growing by that pay become the above described premines, so may extend over paid right-of-way, so me to present the same from lateriaring with the still what delices and operation of said public room.

This enhance is subject to any prior valid existing right or adverse whate and is extend limitation as to tentes, so long extends each constant shall be notually used for the purpose obeys specified; and further applicant to the nerve and conditions recited in tribal resolution grains operated to the law object. The purpose to Tribal powers, then the School of the purpose by the Grancos for more of the following course upon 30 days infitted active and facilities who desired a tribal active and facilities of the Grancos for the Grancos within each during a vertex to convent the best was terminated for [25 CFR 163.79].

- A. Sublime to scooply with any term on condition of the grant by the applicable segulations.
- B. A niverse of the right-polerar for a consequitive the year period for the purpose the which it was greated.
 - Do . he apaddument of the right-of-vey.
- D. Fallure of the grantes, upon the completion of construction, to Film with the Granter on affiderit of completion pursuant to PS CFR-MALLS.

The condition of this ensurement small extend to and all binding upon and hapli inere to the according to the according and ensurement and constant of the according to the design of the condition.

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TAYTOGE E. Hanline, Acting Supt. U. S. DEFARCHENT OF THE INTERIOR BUREAU OF INDIAS AFFAIRS SALT RIVER ASSECT

st. 1, Box 117 Scottedale, Arizona 85850

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ACKEDULEDOMEST

State of Arlanus | Commey of Marleopa

Before Mis. a Montery Poulin. In and for said Sounty and State, partitle little day of Sund, 1970, personally appeared Mr. Laurence E. Banling, washes make to subscribed to the foregoing Grant of Statement for Signification of Asting Superintendent, Sait River Agency, Bureau of Indian infection, and who ammortalized that he He and was at the time of signing the piece. Acting Superintendent, Sait River Agency, Bureau of Indian Affaire; and he phraomally acknowledged to me that he accounted the said front of Edenman for Might-of-Way as his free and voluntary act and physical sous for the therein.

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STATE OF MAILONER &.

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See Map File for Maps I and 2 under Fre # 182063 35%

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2800 (943)



WHEN RECORDED RETURN TO:

Maricopa County Highway Dept.

United States Department of the Interior

COUNTY BUREAU OF LAND MANAGEMENT

ARIZONA STATE OFFICE 2400 VALLEY BANK CENTER PHOENIX, ARIZONA 85073

(602) 261-4774

Project #38 EASEMENT (ES) Gilbert Rd. Brdg

141-2-000A

Clerk Down

October 25, 1977

Recorded at Request of Board of Supervisors.

Real Estate Division

DECISION

RIGHT-OF-WAY GRANTED

Details of Grant

Serial Number of Grant: A 7298

Maricopa County, A political subdivision of the Name of Grantee:

State of Arizona

Map Showing the Location and Dimensions of Grant:

Map Designations: Gilbert Road Bridge over Salt River

W.O. No. 38700

Date Filed: March 30. 1977

Permitted Use by Grantee: A 200' x 307' easement for construction,

operation, and maintenance of a bridge on

Gilbert Road

Act of October 21, 1976, 90 Stat. 2776, Authority for Grant:

43 U.S.C. 1761 (Public Law 94-579)

Regulations Applicable to Grant:

Code Reference: 43 CFR 2800

Circular Numbers: 2384

Date of Grant: October 25, 1977

Expiration Date of Grant: October 24, 2007

STATE OF ARIZONA ! County of Maricopa (

khereby certify that the within instrument was lived and recorded at request of MARICOP

in Docket

on page 229

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

Jom Freestone

County Recorder

ALL Deputy Records

RE-RECORD, for correction

6th paragraph on page

Terms and Conditions of Grant

Pursuant to the authority vested in the undersigned officer by Bureau Order No. 701 of July 23, 1964 (29 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 Public Law 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 BLM District Manager, Phoenix District, 2929 West Clarendon, Phoenix, Arizona 85017;
 - (If construction is to begin upon receipt of the permit, the grantee shall immediately contact the District Manager to advise him of the immediate construction, and to discuss the timetable of construction.)
- 5. Permittee shall survey and clearly mark the centerline of the right-of-way. The exterior limits shall be clearly marked in an approved manner when required by the Authorized Officer or his delegate. 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;

3.

- 7. The permittee shall not use any pesticides on the Federal lands herein involved without specific prior authorization from the BLM authorized officer;
- 8. Within 90 days after completion of construction or after all restoration stipulations have been complied with, whichever is later, proof of construction, on forms approved by the Director, shall be submitted to the authorized officer;
- 9.. Upon completion of construction, the lands shall be restored to as near their natural condition as possible, subject to approval by the District Manager, Phoenix District;
- 10. This right-of-way reserves to the Secretary of the Interior, or his 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. Further terms and conditions:
 - a. This right-of-way is subject to the Reclamation Stipulations attached (Form 300-8(a)).
 - b. This right-of-way is subject to the Civil Rights Stipulations attached (Form ASO 1814-2).

Public lands affected by this right-of-way are:

T. 2 N., R. 6 E., GSR Mer., Arizona sec. 30, Lot 3.

Mario L. Lopez

Chief, Branch of Lands and Minerals Operations

DKT 12560P6 659

A 7298 R/W

Enclosures (4) 1-Reclamation Stipulations 2-Fence Instructions 3-P.L. 94-579 4-Civil Rights Stipulations

cc:
Phoenix District Manager
 (w/out encl.)
Bureau of Reclamation
 (w/cy of signed Stipulations)

4.

R/W

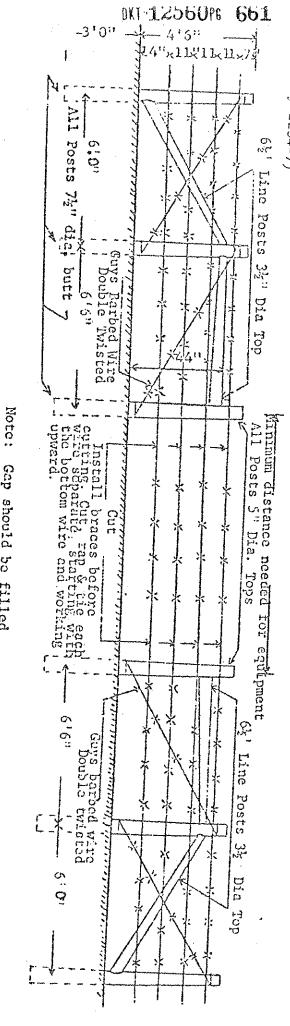
Form 300-8(a)

DKT 12560PG 660 A 7298

STIPULATION

There is reserved to the United States, its successors and assigns, the prior right to use any of the land herein described to construct, reconstruct, operate and maintain dams, dikes, levees, reservoirs, canals, wasteways, laterals, ditches, drainage works, flood channels, telephone and telegraph lines, electric transmission lines, roadways and appurtenant irrigation structures, without any payment made by the United States, or its successors and assigns, for such right, with the agreement on the part of the applicant that if the construction or reconstruction of any or all of such dams, dikes, levees, reservoirs, canals, wasteways, laterals, ditches, telephone and telegraph lines, electric transmission lines, roadways or appurtenant irrigation structures across, over or upon said lands should be made more expensive by reason of the existence of improvements or workings of the applicant thereon, such additional expense is to be estimated by the Secretary of the Interior, whose estimate is to be final and binding upon the parties hereto, and that within thirty days after demand is made upon the applicant for payment of such sums, the applicant will make payment thereof to the United States, or its successors and assigns, constructing or reconstructing such dams, dikes, levees, reservoirs, canals, wasteways, laterals, ditches, telephone and telegraph lines, electric transmission lines, roadways, or appurtenant irrigation structures across, over or upon said lands. There is also reserved to the United States the right of its officers, agents, employees, licensees and permittees, at all proper times and places freely to have ingress to, passage over, and egress from all of said lands for the purpose of exercising, enforcing and protecting the rights reserved herein.

Applicant further agrees that the United States, its officers, agents, employees and assigns, shall not be liable for any damage to the improvements or works of the applicant resulting from the construction, reconstruction, operation or maintenance of any of the works hereinabove enumerated.



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

14" 11 Meavy Stay Gate Specifications -Barbed Wire Doubled Doubled Doubled Variable Max. 20' **** If required 11水 9 Heavy Stay × 水 丬

> specifications for bracing and The grant of right of way is subjec be cut. and it is necessary that said fence allotment fence on Federal Hange right of way crosses a drift or modification in the event the DUREAU OF LAND MANAGEMENT

to these conditions.

I do hereby certify that the within named instrument was recorded at request of	D 16704
	6 240816
, Records of Maricopa County, Arizona WITNESS my hand and official seal the day and year aforesaid.	Fee:
County Recorder When recorded return to: MARICOPA COUNTY BOARD OF SUPERVISORS	Recorded at Request of Beand of Supervisors.

EASEMENT AND AGREEMENT FOR HIGHWAY PURPOSES

4

Project No. 68103 - Gilbert Road
(Bridge @ Salt River)

Hem No. V-42

Hunter Contracting Company, an Arizona Corporation

GRANTORS,

tor and in consultration 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:



Two parcels of land lying within FARM UNIT "A" or Lot 4, Section Thirty (30), Township Two (2) North, Range Six (6) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, said parcels are more particularly described as:

Parcel #1: The East Seven (7) feet of the West Forty (40) feet of said FARM UNIT "A" or Lot 4;

EXCEPT the South 400.40 feet thereof.

Parcel #2: The North 19.01 feet of the East 260.00 feet of the West 300.00 feet of said FARM UNIT "A" or Lot 4.

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 convenant 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 reven 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.

(See Reverse Side For Agreement and Signatures)

NOW THEREFORE, in consideration of the same and further consideration hereinafter 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:

86 240816

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

SEE EXHIBIT "B"

THE GRANTOR AGREE:	. '	
 To grant an easement for the above description general welfare and benefit of the public 	ribed land to the County of Mario	opa for the
SEE EXH	IIBIT "B"	
Dated this 16th day o	e april 19	<u> </u>
luck to h.		
Grantor	Grantor	=0
Grantor	Grantor	25p
STATE OF ARIZONA)		=
· County of MANICOPA)ss.		<u>.</u>
Before me, <u>RAYMUNDOF</u> ROSMUS SA of Arizona, on this day personally appeared to me to be the person whose name 15 instrument as <u>PRESIDENT</u>	subscribed to of the Corporation described	known the foregoing in the foregoing
instrument, and as such #50 executed the consideration therein expressed, as its freexecuted.	acknowledged to me same for said Corporation, for the sect and deed and by each of the	be nurpose and
Given under my hand and seal of office	this With day of April)	A.D., 19 <u>84</u>
(My Commission Expires Nov. 4, 1989)	May pundo tros	ξ
Recommended for approval: Right-of-Way Agen	the Bry Coses	Notary Public
	• "	znglueer
ACCEPTED: MARICOPA COUNTY BOARD OF SUPERVISORS	ATTEST:	
Whenas Campbell	Chevi Elle	
Chairman of the Board	Clerk of the Board of Supervi	sore
Date		
		40

EXHIBIT "B"

D 6704 141-2-1A 86 240816 68103 - Gilbert Road (Bridge ar Salt River) V-42

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 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. 68103 Gilbert Road (Bridge at Salt River) without cost to the Grantor.
- D. Install a six-foot chain link fence topped by a one foot, three strand barbed wire cap to be tied into the existing fence on the west boundary and thence continuing north to the north boundary and thence eastward along the north boundary to the east boundary and tying into the existing fence on the east boundary of the above-referenced parcel owned by Hunter Contracting Company, said fence to be in lieu of a cash payment for the right-of-way described herein. Included will be two sixteen-foot gates, one to be installed at the well site and the other at the northeast corner of the property. Each gate will have a lock with two keys one key held by Hunter Contracting and the other by Maricopa County Highway Department.
- E. Material taken from the Temporary Construction Easement will be used in the construction of slope easement, and channelizing to protect Grantor's property. Any excess material shall be deposited on Grantor's property congruent to the Temporary Construction Easement.

THE	GRANTOR	AGREE	2

- 1. To grant an easement for the above described lend to the County of Maricopa 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 "C" and "D" above.
- 3. That, upon the Grantor's signing of this easement, the County shall have immediate use of the above-described land.
- 4. To accept a six-foot chain link fence topped by a one foot, three strand barbed wire cap to be tied into the existing fence on the west boundary and thence continuing north to the north boundary and thence eastward along the north boundary to the east boundary and tying into the existing fence on the east boundary of the above-referenced parcel owned by Hunter Contracting Company, said fence to be in lieu of a cash payment for the right-of-way described herein. Included will be two sixteen-foot gates, one to be installed at the well site and the other at the northeast corner of the property. Each gate will have a lock with two keys one key held by Hunter Contracting and the other by Maricopa County Highway Department.
- 5. Material taken from the Temporary Construction Easement will be used in the construction of slope easement, and channelizing to protect Grantor's property. Any excess material shall be deposited on Grantor's property congruent to the Temporary Construction Easement.

PLEASE HOLD FOR \CK-UP - FC

When recorded mail to:
MARICOPA COUNTY ATTORNEY
Division of County Counsel
BY: RICHARD W. GARNETT III
Deputy County Attorney
Security Center Building
222 North Central Avenue, Suite 1100
Phoenix, Arizona 85004-2206
(602) 506-8541

Attorney for Plaintiff Maricopa County



OFFICIAL RECORDS OF MARICOPA COUNTY RECORDER HELEN PURCELL

2001-0298383

04/13/2001

11:04

This space

ESPERANZA 1 OF 2

CAPTION HEADING: Maricopa County v. Chandler Redi-Mix, Inc.
Superior Court No. CV 2000-003249

DO NOT REMOVE

This is part of the official document.

20010298383

MARICOPA COUNTY ATTORNEY 2 BY: RICHARD W. GARNETT III Deputy County Attorney State Bar No. 010244 Firm ID No. 00032000 5 6 DIVISION OF COUNTY COUNSEL Security Center Building 222 N. Central Avenue, Suite 1100 Phoenix, Arizona 85004-2206 9 Attorney for Plaintiff Maricopa County 10 IN THE SUPERIOR COURT OF THE STATE OF ARIZONA 11 IN AND FOR THE COUNTY OF MARICOPA 12 MARICOPA COUNTY, a political 13 subdivision, 14 Plaintiff, 15 VS. 16 CHANDLER REDI-MIX, INC., an 17 Arizona corporation; unknown heirs and devisees of any of the above-18 named Defendants; and unknown 19 owners, 20 Defendants. 21 22 23 IS HEREBY ORDERED as follows: 24 1. 25 subject property; 26 2. 27 28

RICHARD M. ROMLEY

No. CV 2001-003249

ORDER OF IMMEDIATE POSSESSION

[Honorable Norman Davis, Division 46]

The Court deeming itself fully advised and good cause appearing, IT

- That Defendant, Chandler Redi-Mix, Inc., is the fee owner of the
- That this Defendant has been properly served with respect to this Application for Immediate Possession and the return date of the Order to Show Cause:

	3.	That the use for which the subject property is sought to be
conde	mned	is both a necessary and a public use;

- 4. That Plaintiff, Maricopa County, can have the right of entry and immediate possession to that portion of real property set forth in Plaintiff's Complaint and described in Exhibit "C", effective immediately.
- 5. That the probable damages alleged by Plaintiff resulting from this condemnation are in the amount of TWO HUNDRED EIGHTY SIX THOUSAND EIGHT HUNDRED AND NO/DOLLARS (\$286,800.00). That Plaintiff will deposit this sum with the Court pursuant to A.R.S. § 12-1116, as probable damages for the taking.
- 6. That nothing in this Order for Immediate Possession shall be introduced in evidence or used to the prejudice of any party in interest on the trial of this action.

DONE IN OPEN COURT this ______ day of April 2001.

THE HONORABLE NORMAN DAVIS

Judge of the Superior Court

20010298383 GILBERT ROAD (MCDOWELL ROAD TO SR-87) Item No. X - 0150 & X-0151 (T.C.)

CHANDLER REDI-MIX

A portion of all of Farm Unit "A", also known as G.L.O. Lot 4 and the Southeast quarter of the Southwest quarter (SE1/4 SW1/4) of Section 30, Township 2 North, Range 6 East, G&SRB&M, Maricopa County, Arizona, described in Recorders No. 97-0914758, M.C.R. EXCEPT, that property described in, Recorders No. 90-561307, 86-240816, and Docket. No. 9576, pg. 695;

Said portion lies west of the line described as follows: Beginning at the Southwest corner of said Section 30; Thence, N89°34'29"E, along the South section line, a distance of 246.02 feet to the True Point of Beginning of said line; Thence, from a local tangent bearing of N05°19'51"E, on a curve to the right, with a radius of 8052.10 feet, a central angle of 03°20'19", a distance of 469.19 feet to a point of tangency; Thence, N08°40'10"E, a distance of 577.19 feet to a point on curve of a tangent curve to the left, with a radius of 8352.10 feet, a central angle of 01°58'26", a distance of 287.74 feet to the terminus of the herein described line at point on the North line of Farm Unit "A", also known as G.L.O. Lot 4, said point bears, N00°01'54"E, along the West line of said Section 30, a distance of 1320.03 feet to the Northwest corner of G.L.O. Lot 4 and N89°34'30"E, a distance of 429.39 feet from the Southwest corner of said Section 30.

The above parcel contains 382,366 square feet or 8.78 acres

TOGETHER with all rights, title and interest in those portions of the property described in Book 2 of Road Maps, page 15, M.C.R. (West 33 feet), Docket 9576, page 695 (West 40 feet of South 400.40 feet), Recorders No. 90-561307 (East 5 of the West 45.00 feet of North 319.01 feet) and Recorders No. 86-240816 (North 19.01 fet of the East 260 feet of the West 300 feet) of said Farm Unit "A".

MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION		
Techinician: CEnerge 12/8/00	Chk: 12-8-00	Appr: Ui
Rev:		Final:
Maricopa County Public Works Land & R/W Division		Titles & Right-of-Way

GRANTOR DATE Page 1 of 2

EXHIBIT C

SCAN

The foregoing instrument is copy of the original on file i	a tull, true n this offic	e and correct
Attest april	11	19.200/
MICHAEL K. JEANES, Clerk	of the Sup	erior Court of
the State of Arizona, in and to	r the Count	y of Maricopa.
By / Male	(12)	Deputy

EASEMENT (ES)

Project #38700, Gilbert Road Bridge

1364; ショ4196

T BECODDED DETUDN TO

WHEN RECORDED RETURN TO: County Highway Department Real Estate Division

EASEMENT AND AGREEMENT FOR HIGHWAY PURPOSES

Recorded at Request of Beard of Supervisors.

over Salt River

This Agreement made this ______ day of ______,
1979, between the Salt River Pima-Maricopa Indian Community Council,
hereinafter referred to as the Council, and Maricopa County, a political subdivision of the State of Arizona, hereinafter referred to as the County,

WITNESSETH THAT:

The Council hereby consents to a grant to the County, its successors, and assigns, and the County agrees to purchase an easement and right-of-way on the following described land, to-wit:

The West Sixty (60) feet of the East 100.0 feet of the South 307.0 feet of the North 869.32 feet of the Southeast one-quarter (SE 1/4) of Section Twenty-five (25), Township Two (2) North, Range Five (5) East of the Fila and Salt River Base and Meridian, Maricopa County, Arizona,

upon the following terms and conditions.

- 1. The interest conveyed shall be an easement and right-of-way for the following purposes, namely: the right to enter upon the 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. The easement and right-of-way shall revert to the Salt River Pima-Maricopa Indian Community at such time as it has been abandoned as to the uses described in this paragraph.
- 2. The purchase price for said easement and right-of-way is Six Thousand Three Hundred and Forty-five Dollars (\$6,345.00).
- 3. The purchase price shall be deposited in escrow with Minnesota Title of Phoenix, Arizona, at the time of the granting of the easement by the United States of America pursuant to the Right-Of-Way Act of February 5, 1948, and shall be paid plus any interest earned to the Council only at such time as the County has acquired funding for the proposed construction of a bridge over the Salt River on Gilbert Road.

- 4. The County shall have four (4) years from the date of the granting of said easement as described herein to acquire funding for the proposed construction.
- 5. Should the County fail to acquire the funding for the proposed construction within the four (4) year period, the easement shall terminate and the purchase price returned to the County and the interest earned on said amount shall be paid to the Council.
- 6. The four (4) year period described herein may be extended upon agreement by the parties.
- 7. This Agreement shall remain in force and effect until all terms herein have been fulfilled.
- 8. This Agreement shall be filed with the Maricopa County Recorder and shall become effective on the date hereinbefore mentioned.
- 9. Attached to this Agreement are copies of appropriate action by resolution or otherwise authorizing the respective parties to enter into this Agreement.

COUNTY OF MARICOPA, a political subdivision of the State of Arizona

Lauly Moinson
Charman of the Board
of Supervisors

Approved as to form:

County Atto

ATTEST:

Clark of the Board

SALT RIVER PIMA-MARICOPA INDIAN COMMUNITY COUNCIL

ATTEST: