

Water Utilities
Department

April 2, 2003



Mr. George Mehnert, Executive Director
Arizona Navigable Stream Adjudication Commission
1700 W. Washington St., Rm. 304
Phoenix, Arizona 85007

Subject: Hearing on Navigability of Lower Salt River

Dear Mr. Mehnert:

The City of Tempe submits these documents for consideration by the Commission:

1. Rio Salado Project Area Expenses, City of Tempe (3/03)
2. Special Warranty Deed, Flood Control District of Maricopa County to City of Tempe (12/02)
3. Correspondence, U.S. Army Corps of Engineers/City of Tempe (3/99)
4. Quit Claim Deed, Arizona Board of Regents/ASU to City of Tempe (11/98)
5. Quitclaim Deed, United States/BLM to Arizona Board of Regents/ASU (9/96)
6. State of Arizona Disclaimer of Ownership Interest in Real Property (2/96)
7. State of Arizona Disclaimer of Ownership Interest in Real Property (12/93)
8. BLM Grant Property Agreement, Arizona Board of Regents/ASU and City of Tempe (11/90)
9. Intergovernmental Agreement Among the State of Arizona, City of Tempe, and Flood Control District of Maricopa County (10/90)
10. Intergovernmental Agreement Salt River Channel Mill Avenue to McClintock Drive, Flood Control District of Maricopa County and City of Tempe (2/90)
11. Vision in the Desert, Jack L. August, Jr., TCU Press (1999)

The City of Tempe will appear as a party at the April 7 hearing, and will offer testimony through three witnesses: Jack L. August, Jr., (historian for Tempe and ASU); Chris Anaradian, Rio Salado Project Manager; and Grady Gammage, Jr.

Sincerely,



Charlotte Benson
Assistant City Attorney

Maricopa County, Lower Salt River
03-005-NAV

4/7/03

Evidence Item No. 028

Rio Salado Project Area

Actual Expenses 7/01/1985 - 12/31/2002

Capital Costs by Project	Total Project Cost to 12/31/02	Tempe Portion of Cost	Other Funding Sources
Arts Projects	\$268,921	\$268,921	\$0
Salt River Channelization (Hohokam to Price)	\$40,776,153	\$1,237,130	\$39,539,023
Associated Habitat Mitigation Project	\$938,993	\$757,772	\$181,221
Town Lake Feasibility - Engineering, Construction Drawings, Testing, & Miscellaneous Project Studies (92 - 99)	\$4,903,331	\$4,903,331	\$0
Town Lake	\$45,505,071	\$42,333,285	\$3,171,786
Town Lake Marina Project	\$2,282,745	\$1,451,717	\$831,028
Parks - Linear Parks, Loop Road	\$7,941,744	\$6,479,104	\$1,462,640
Parks - Tempe Beach Park	\$5,571,949	\$5,571,949	\$0
Parks - Other (Signage, Temporary Parking, Upgrades)	\$1,302,204	\$1,302,204	\$0
Land Purchases	\$12,949,861	\$12,949,861	\$0
Transportation			
2nd Mill Ave. Bridge	\$9,019,011	\$2,819,011	\$6,200,000
Mill Ave. Bridge Improvements	\$1,741,196	\$1,741,196	\$0
Rio Salado Parkway			
52nd St. to Priest	\$1,644,339	\$1,644,339	\$0
Priest to Farmer	\$3,299,438	\$3,299,438	\$0
Farmer to College	\$12,644,674	\$6,377,360	\$6,267,314
College to Rural	\$3,553,102	\$1,377,102	\$2,176,000
Rural to McClintock	\$1,704,183	\$1,704,183	\$0
McClintock to Price	\$7,028,994	\$5,028,994	\$2,000,000
Operations Center	\$347,341	\$347,341	\$0
Wildlife Habitat	\$1,037,315	\$1,037,315	\$0
TOTAL	\$164,460,564	\$102,631,552	\$61,829,012

Operations & Maintenance Costs	Total Project Cost to 12/31/02	Tempe Portion of Cost	Other Funding Sources
Rio Salado Administration	\$5,012,002	\$5,012,002	\$0
Rio Salado Community Facilities District	\$7,671,519	\$7,671,519	\$0
Bond Debt (includes interest earned)	\$6,166,383	\$6,166,383	\$0
TOTAL	\$18,849,904	\$18,849,904	\$0

TOTAL Rio Salado Project Area Costs	Total Project Cost to 12/31/02	Tempe Portion of Cost	Other Funding Sources
TOTAL	\$183,310,468	\$121,481,456	\$61,829,012
	100.00%	66.27%	33.73%

Projected Expenses 1/01/2003 - 1/1/2007

Capital Costs by Project	Projected Project Cost to 12/31/07	Tempe Portion of Cost	Other Funding Sources
Arts Projects	\$200,000	\$200,000	\$0
Consultant Studies - Wildlife, Environmental Assessment, Engineering, Testing, & Miscellaneous Project Studies	\$650,000	\$500,000	\$150,000
Town Lake Marina Project	\$5,600,000	\$4,000,000	\$1,600,000
Habitat Restoration Projects	\$7,300,000	\$2,700,000	\$4,600,000
Parks - Linear Parks	\$7,000,000	\$5,500,000	\$1,500,000
Parks - Tempe Beach Park	\$500,000	\$500,000	\$0
Park Enhancement Projects	\$450,000	\$100,000	\$350,000
Land Purchases	\$12,949,861	\$12,949,861	\$0
Transportation			

Capital Costs by Project	Total Project Cost to 12/31/02	Tempe Portion of Cost	Other Funding Sources
Light Rail Bridge	\$9,019,011	\$2,819,011	\$6,200,000
Miller Road Extension Project	\$7,500,000	\$7,500,000	\$0
Operations Center	\$400,000	\$400,000	\$0
Town Lake Boathouse Project	\$3,500,000	\$1,500,000	\$2,000,000
Powerline Undergrounding Projects	\$7,000,000	\$7,000,000	\$0
Ash Avenue Bridge Rehabilitation	\$1,600,000	\$1,200,000	\$400,000
Performing Arts Center	\$65,000,000	\$65,000,000	\$0
Downstream Pedestrian Bridge	\$2,750,000	\$2,000,000	\$750,000
TOTAL	\$131,418,872	\$113,868,872	\$17,550,000

Operations & Maintenance Costs	Projected Project Cost to 12/31/07	Tempe Portion of Cost	Other Funding Sources
Rio Salado Administration	\$3,523,433	\$3,523,433	\$0
Rio Salado Community Facilities District	\$11,785,042	\$11,785,042	\$0
Bond Debt (includes interest earned)	\$13,899,254	\$13,899,254	\$0
TOTAL	\$29,207,729	\$29,207,729	\$0

TOTAL Projected Rio Salado Project Area Costs	Projected Project Cost to 12/31/07	Tempe Portion of Cost	Other Funding Sources
TOTAL	\$160,626,601	\$143,076,601	\$17,550,000

Actual and Projected Expenses, 1985-2007: \$343,937,069 \$264,558,057 \$79,379,012

Typed: November 1, 2002

When Recorded, Interoffice Mail to:
Flood Control District
of Maricopa County (LLA)



OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
2002-1336180 12/12/02 15:52
2 OF 2

TELLEZH

Exempt ARS 11-1134, A3
Resolution FCD 86-21
C-69-03-022-B-00

SPECIAL WARRANTY DEED

Project: **SALT RIVER CHANNEL**
Item: **M-2101-EX1, M-2101-EX2, M-2101-EX3,
M-2101-EX4, M-2101-EX5, N-2600-EX2, and
N-2601-EX2**
Assessor's Parcel No. Portions of: **132-20-008F,
132-21-008B, 132-21-006B, 132-22-005E,
132-31-003B and 132-31-006**

The FLOOD CONTROL DISTRICT of MARICOPA COUNTY, a municipal corporation and political subdivision of the State of Arizona, **GRANTOR**, for the sum of Five Thousand Dollars and 00/100 (\$5,000.00), and other valuable consideration, receipt and sufficiency of which are hereby acknowledged, paid by The CITY of TEMPE, a municipal corporation of the State of Arizona, **GRANTEE**, herein has granted, sold, and conveyed and by this Deed does 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:

See Exhibits "A" through "G"
Attached hereto and incorporated herein

The **GRANTOR** binds itself and its successors to warrant the title against all persons whomsoever.

This property is conveyed subject to: Current (or prorated as necessary) real estate taxes, assessments, reservations, easements, rights-of-way, and deed restrictions as may appear of record.

GRANTOR warrants that no portion of the property is the subject of a threatened or pending investigation or lawsuit or administrative action by any person, firm, governmental body or other entity relating to or arising from any matter or circumstance subject to regulation pursuant to any statute, ordinance, rule or regulation, and **GRANTOR** has received no unofficial or official notice of any alleged violations of any statutes, ordinances, or regulations.

The specific purpose for which the subject property is to be utilized is Tempe Town Lake, and the right to operate, maintain and do periodic improvements as necessary. When these lands cease to be put to the above-referenced purposes, said real property shall revert to the Flood Control District of Maricopa County, from which they are being conveyed. Said reversion shall be effected through judicial proceedings instituted by or on behalf of the Chief Engineer and General Manager of the Flood Control District of Maricopa County, or his/her designee, in a court of general jurisdiction in the State of Arizona."

GRANTEE'S ACCEPTANCE AND APPROVAL

CITY OF TEMPE

By: *Neil H. Ruliano*
Mayor

ATTEST:
Kathy W. St *11/12/02*
City Clerk Date

APPROVED AS TO FORM:

C. Brad Woodford *11/12/02*
City Attorney Date

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RECOMMENDED FOR APPROVAL:

FLOOD CONTROL DISTRICT
OF MARICOPA COUNTY

11/5/02 11/29/02
Michael S. Ellegood, P. E. Date
Chief Engineer and General Manager

[Signature] 11/27/02
Jim L. Schwartzmann Date
Manager, Land Management Division

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ACCEPTED AND APPROVED:

BOARD OF DIRECTORS OF
FLOOD CONTROL DISTRICT
OF MARICOPA COUNTY

[Signature]
Chairman of the Board

ATTEST:

[Signature]
DEPUTY Clerk of the Board

Date 12/4/02

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EXHIBIT A

Parcel No. 1

That portion of the parcel described in Docket 11206, Page 113, Maricopa County Recorder, said parcel also being a portion of the North half of the Northwest quarter of Section 15, Township 1 North, Range 4 East, of the Gila and Salt River Base and Meridian, County of Maricopa, State of Arizona, being more particularly described as follows:

Commencing at the North quarter corner of said Section 15;

thence South 00°12'05" West, 855.91 feet along the north-south mid-section line of said Section 15 to the POINT OF BEGINNING;

thence continuing South 00°12'05" West, 467.44 feet along said north-south mid-section line to the Southeast corner of said North half of the Northwest quarter of Section 15;

thence South 88°57'14" West, 1573.11 feet along the South line of said North half of the Northwest quarter of Section 15 to the easterly line of a SRP power line parcel as described in Book 87 of Deeds, Page 555, Maricopa County Recorder;

thence departing said South line, North 21°10'00" West, 529.62 feet along said easterly line of a SRP power line parcel;

thence departing said easterly line of a SRP power line parcel, North 88°59'42" East, 316.34 feet to the beginning of a curve concave southerly having a radius of 2641.83 feet;

thence easterly 394.92 feet along said curve through a central angle of 08°33'54" to the POINT OF BEGINNING.

Said Parcel No. 1 contains 301,249 square feet or 6.9157 acres more or less.

Parcel No. 2

That portion of the parcel described in Docket 11206, Page 113, Maricopa County Recorder, said parcel also being a portion of the North half of the Northwest quarter of Section 15, Township 1 North, Range 4 East, of the Gila and Salt River Base and Meridian, County of Maricopa, State of Arizona, being more particularly described as follows:

Commencing at the North quarter corner of said Section 15;

thence South 00°12'05" West, 1323.35 feet along the north-south mid-section line of said Section 15 to the Southeast corner of said North half of the Northwest quarter of Section 15;

thence South 88°57'14" West, 542.96 feet along the South line of said North half of the Northwest quarter of Section 15 to the westerly line of a SRP power line parcel as described in

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Book 87 of Deeds, Page 555, Maricopa County Recorder, said point also being the POINT OF BEGINNING;

thence continuing South 88°57'14" West, 1030.15 feet along said South line to the easterly right of way of Mill Avenue and the beginning of a non-tangent curve concave southwesterly having a radius of 3919.72 feet and to which beginning a radial line bears North 74°47'17" East;

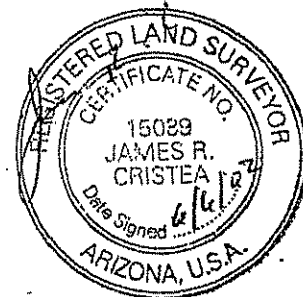
thence departing said South line of said North half of the Northwest quarter of Section 15, northwesterly 524.05 feet along said easterly right of way of Mill Avenue and said curve through a central angle of 07°39'37";

thence departing said easterly right of way on a non-tangent line, North 88°59'42" East, 1009.75 feet to said westerly line of the SRP power line parcel;

thence South 21°10'00" East, 529.62 feet along said westerly line of the SRP power line parcel to the POINT OF BEGINNING.

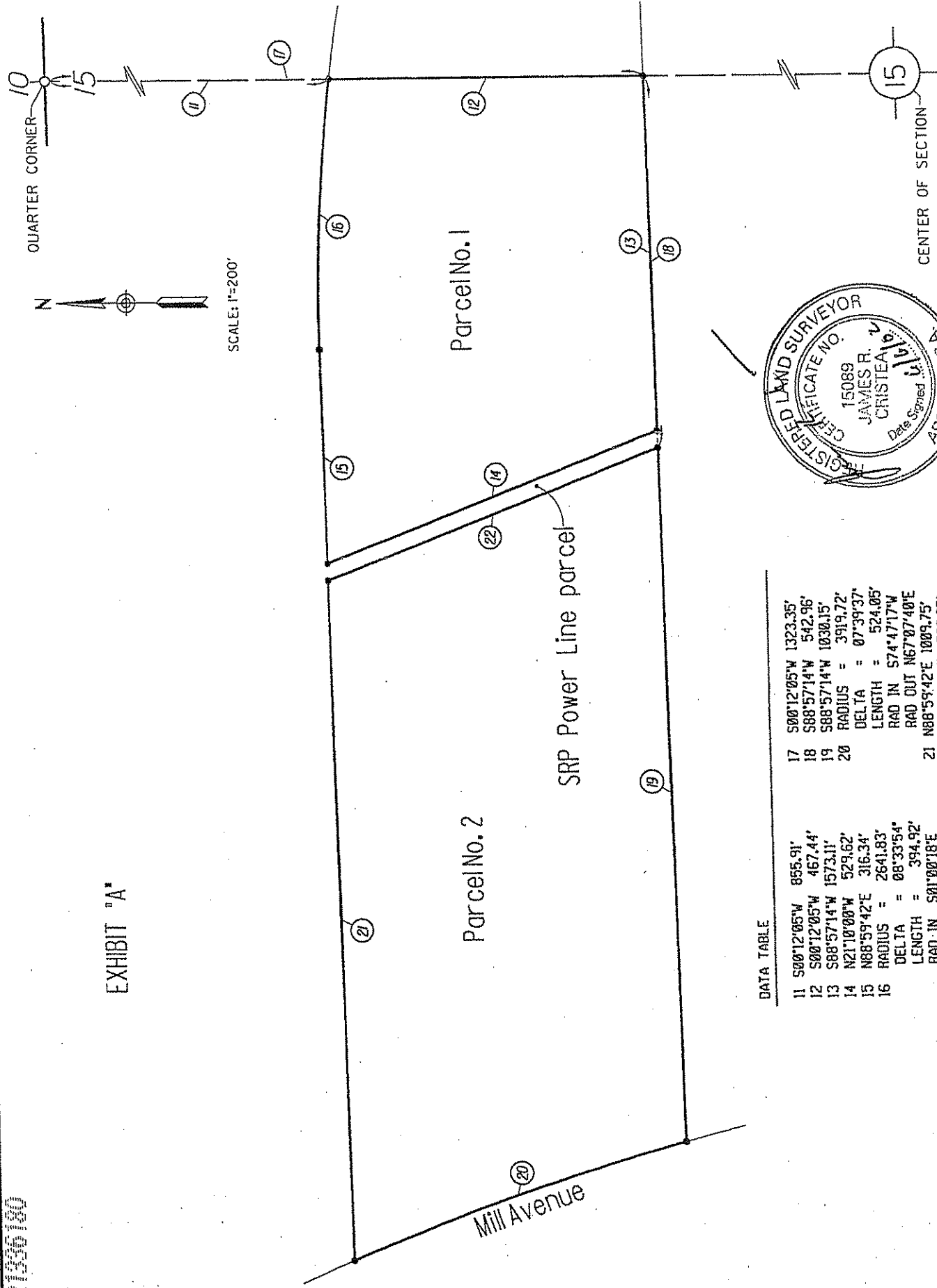
Said Parcel No. 2 contains 504,491 square feet or 11.5815 acres more or less.

Said Parcel No. 1 and Parcel No. 2 contain a total of 805,740 square feet or 18.4972 acres more or less.



20021556180

EXHIBIT "A"



SCALE: 1"=200'



DATA TABLE

11	S00°12'05"W	855.91'	S00°12'05"W	1323.35'
12	S00°12'05"W	467.44'	S88°57'14"W	542.96'
13	S88°57'14"W	1573.11'	S88°57'14"W	1030.15'
14	N21°10'00"W	529.62'	RADIUS =	3919.72'
15	N88°59'42"E	316.34'	DELTA =	07°39'37"
16	RADIUS =	2641.83'	LENGTH =	524.05'
	DELTA =	08°33'54"	RAD IN	S74°47'17"W
	LENGTH =	394.92'	RAD OUT	N67°07'40"E
	RAD IN	S01°00'18"E		
	RAD OUT	N07°33'35"E		
17	S00°12'05"W	1323.35'		
18	S88°57'14"W	542.96'		
19	S88°57'14"W	1030.15'		
20	RADIUS =	3919.72'		
	DELTA =	07°39'37"		
	LENGTH =	524.05'		
	RAD IN	S74°47'17"W		
	RAD OUT	N67°07'40"E		
21	N88°59'42"E	1009.75'		
22	S21°10'00"E	529.62'		

EXHIBIT B

That portion of the parcel described in Docket 11206, Page 113, Maricopa County Recorder, said parcel also being a portion of the Southwest quarter of the Northwest quarter of the Northeast quarter of Section 15, Township 1 North, Range 4 East, of the Gila and Salt River Base and Meridian, County of Maricopa, State of Arizona, being more particularly described as follows:

Commencing at the North quarter corner of said Section 15;

thence South $00^{\circ}12'05''$ West, 855.91 feet along the north-south mid-section line of said Section 15 to the POINT OF BEGINNING and the beginning of a non-tangent curve concave southwesterly having a radius of 2641.83 feet and to which beginning a radial line bears North $07^{\circ}33'36''$ East;

thence departing said north-south mid-section line easterly 487.68 feet along said curve through a central angle of $10^{\circ}34'36''$;

thence South $71^{\circ}51'48''$ East, 145.45 feet to the beginning of a curve concave northeasterly having a radius of 1941.83 feet;

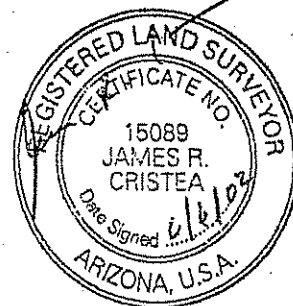
thence easterly 49.74 feet along said curve through a central angle of $01^{\circ}28'03''$ to the East line of said Southwest quarter of the Northwest quarter of the Northeast quarter of Section 15;

thence on a non-tangent line South $00^{\circ}10'48''$ West, 288.24 feet along said East line to the Southeast corner of said Southwest quarter of the Northwest quarter of the Northeast quarter of Section 15;

thence South $89^{\circ}04'08''$ West, 661.30 feet to the Southwest corner of said Southwest quarter of the Northwest quarter of the Northeast quarter of Section 15;

thence North $00^{\circ}12'05''$ East, 467.44 feet along said north-south mid-section line of Section 15 to the POINT OF BEGINNING.

Said parcel contains 257,620 square feet or 5.9142 acres more or less.

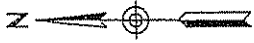


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QUARTER CORNER

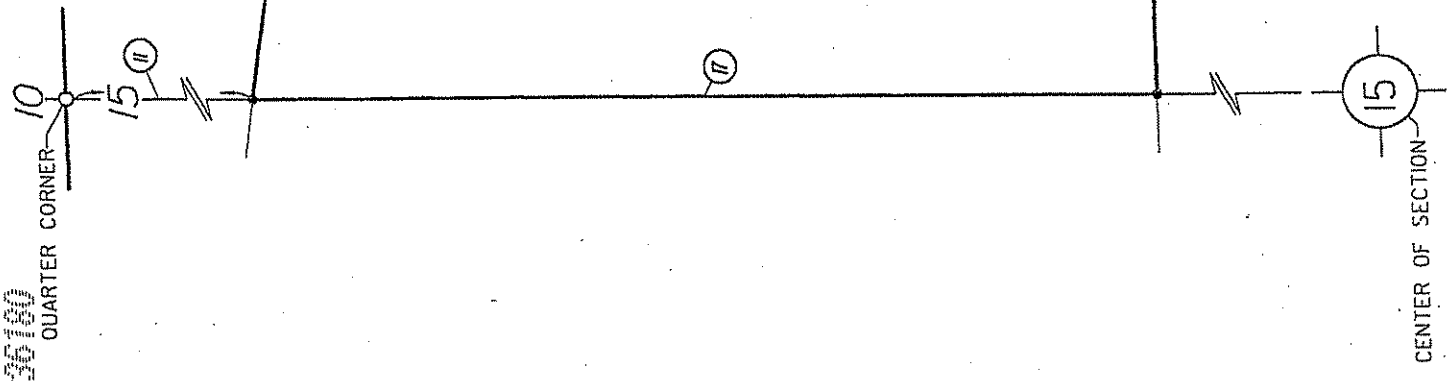
EXHIBIT 'B'

SCALE: 1"=100'



DATA TABLE

11	S00°12'05"W	855.91'
12	RADIUS =	2641.83'
	DELTA =	10°34'36"
	LENGTH =	487.68'
	RAD IN	S07°33'36"W
	RAD OUT	N18°08'12"E
13	S71°51'48"E	145.45'
14	RADIUS =	1941.83'
	DELTA =	01°28'03"
	LENGTH =	49.74'
	RAD IN	N18°08'12"E
	RAD OUT	S16°40'09"W
15	S00°10'48"W	288.24'
16	S89°04'08"W	661.30'
17	N00°12'05"E	467.44'



CENTER OF SECTION

20255100

EXHIBIT C

That portion of the parcel described in Document No. 00-0130027, Maricopa County Recorder, said parcel also being a portion of the Southeast quarter of the Northwest quarter of the Northeast quarter of Section 15, Township 1 North, Range 4 East, of the Gila and Salt River Base and Meridian, County of Maricopa, State of Arizona, being more particularly described as follows:

Commencing at the North quarter corner of said Section 15;

thence South $00^{\circ}12'05''$ West, 1323.35 feet along the north-south mid-section line of said Section 15 to the Southwest corner of said Northwest quarter of the Northeast quarter of Section 15;

thence North $89^{\circ}04'08''$ East, 661.30 feet to the Southwest corner of said Southeast quarter of the Northwest quarter of the Northeast quarter of Section 15 and the POINT OF BEGINNING;

thence North $00^{\circ}10'48''$ East, 288.24 feet along the West line of said Southeast quarter of the Northwest quarter of the Northeast quarter of Section 15 to the beginning of a non-tangent curve concave northerly having a radius of 1941.83 feet and to which beginning a radial line bears South $16^{\circ}40'09''$ West;

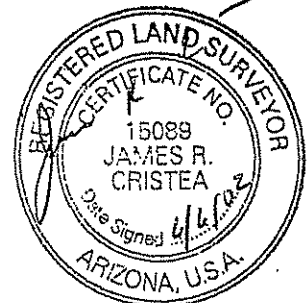
thence departing said West line easterly 567.35 feet along said curve through a central angle of $16^{\circ}44'25''$;

thence on a non-tangent line, South $71^{\circ}07'54''$ East, 107.10 feet to the East line of said Southeast quarter of the Northwest quarter of the Northeast quarter of Section 15;

thence South $00^{\circ}09'32''$ West, 161.26 feet along said West line to the Southeast corner of said Southeast quarter of the Northwest quarter of the Northeast quarter of Section 15;

thence South $89^{\circ}04'08''$ West, 661.30 feet along the South line of said Southeast quarter of the Northwest quarter of the Northeast quarter of Section 15 to the POINT OF BEGINNING.

Said parcel contains 146,343 square feet or 3.3596 acres more or less.

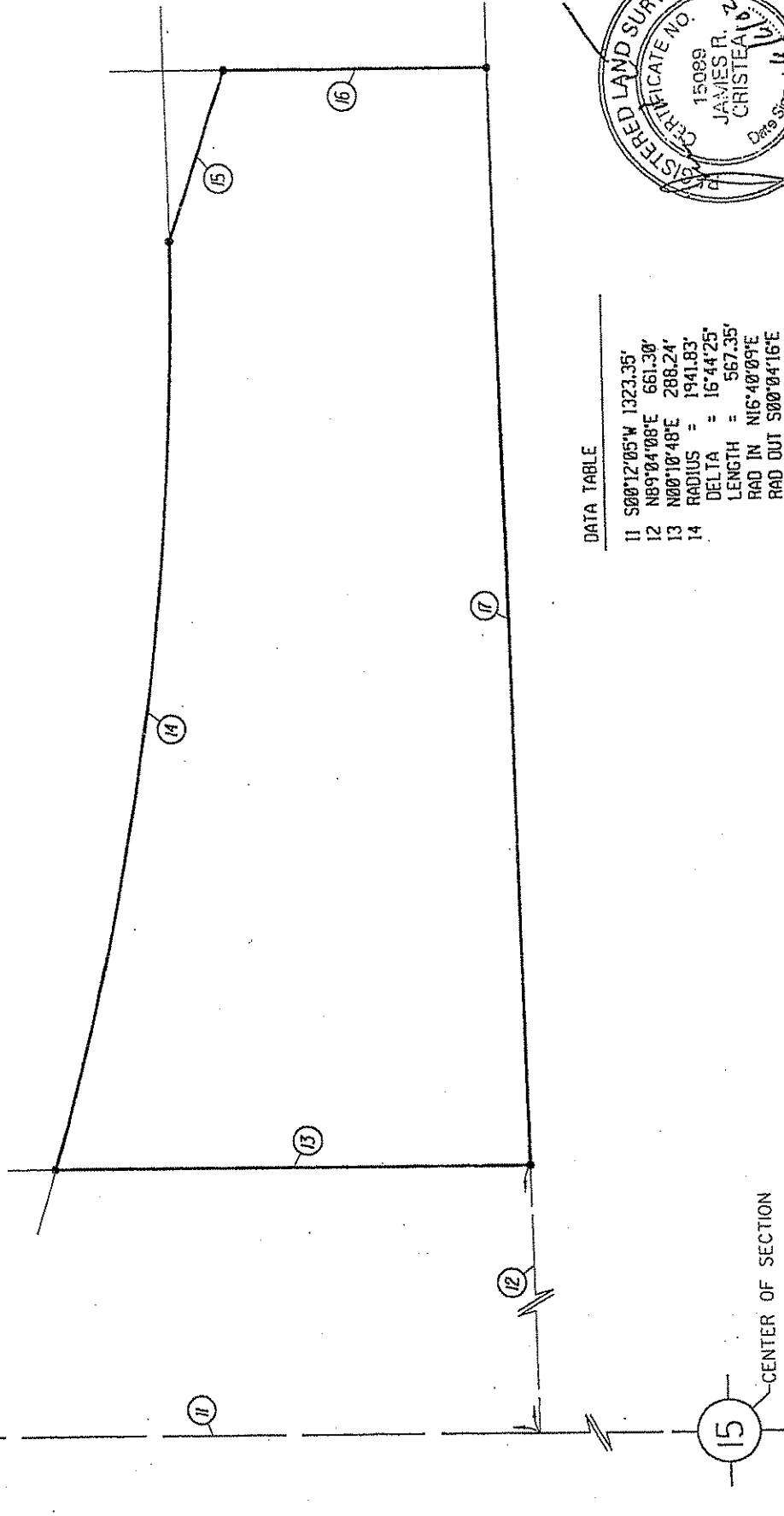


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10 QUARTER CORNER

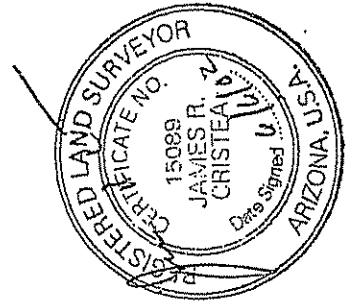
EXHIBIT "C"

SCALE: 1"=100'



DATA TABLE

11	S00°12'05"W	1323.35'
12	N89°04'08"E	661.30'
13	N00°10'48"E	288.24'
14	RADIUS =	1941.83'
	DELTA =	16°44'25"
	LENGTH =	567.35'
	RAD IN	N16°40'09"E
	RAD OUT	S00°04'16"E
15	S71°07'54"E	107.10'
16	S00°09'32"W	161.26'
17	S89°04'08"W	661.30'



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EXHIBIT D

That portion of the parcel described in Docket 11280, Page 995, Maricopa County Recorder, said parcel also being a portion of the Northeast quarter of the Northeast quarter of Section 15, Township 1 North, Range 4 East, of the Gila and Salt River Base and Meridian, County of Maricopa, State of Arizona, being more particularly described as follows:

Commencing at the Northeast corner of said Section 15;

thence South $00^{\circ}07'01''$ West, 1333.71 feet along the East line of said Section 15 to the Southeast corner of said Northeast quarter of the Northeast quarter of Section 15;

thence South $89^{\circ}04'08''$ West, 827.51 feet along the South line of said Northeast quarter of the Northeast quarter of Section 15 to the East line of the West 495.00 feet of said Northeast quarter of the Northeast quarter of Section 15, said point also being the POINT OF BEGINNING;

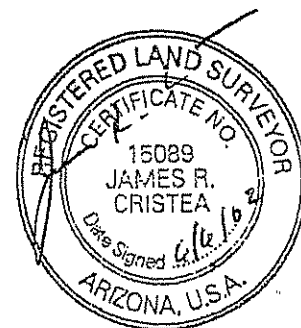
thence continuing South $89^{\circ}04'08''$ West, 495.09 feet along said South line of Northeast quarter of the Northeast quarter of Section 15 to the Southwest corner of said Northeast quarter of the Northeast quarter of Section 15;

thence North $00^{\circ}09'32''$ East, 167.40 feet along the West line of said Northeast quarter of the Northeast quarter of Section 15 to the southerly line of Parcel No. 1 as described Document No. 97-0237785, Maricopa County Recorder, and beginning of a non-tangent curve concave northeasterly having a radius of 3977.85 feet and to which beginning a radial line bears South $18^{\circ}33'51''$ West;

thence departing said West line southeasterly 512.14 feet along said southerly line and said curve through a central angle of $07^{\circ}22'36''$ to said East line of the West 495.00 feet of the Northeast quarter of the Northeast quarter of Section 15;

thence departing said southerly line on a non-tangent line, South $00^{\circ}09'32''$ West, 27.97 feet along said East line to the POINT OF BEGINNING.

Said parcel contains 45,542 square feet or 1.0455 acres more or less.

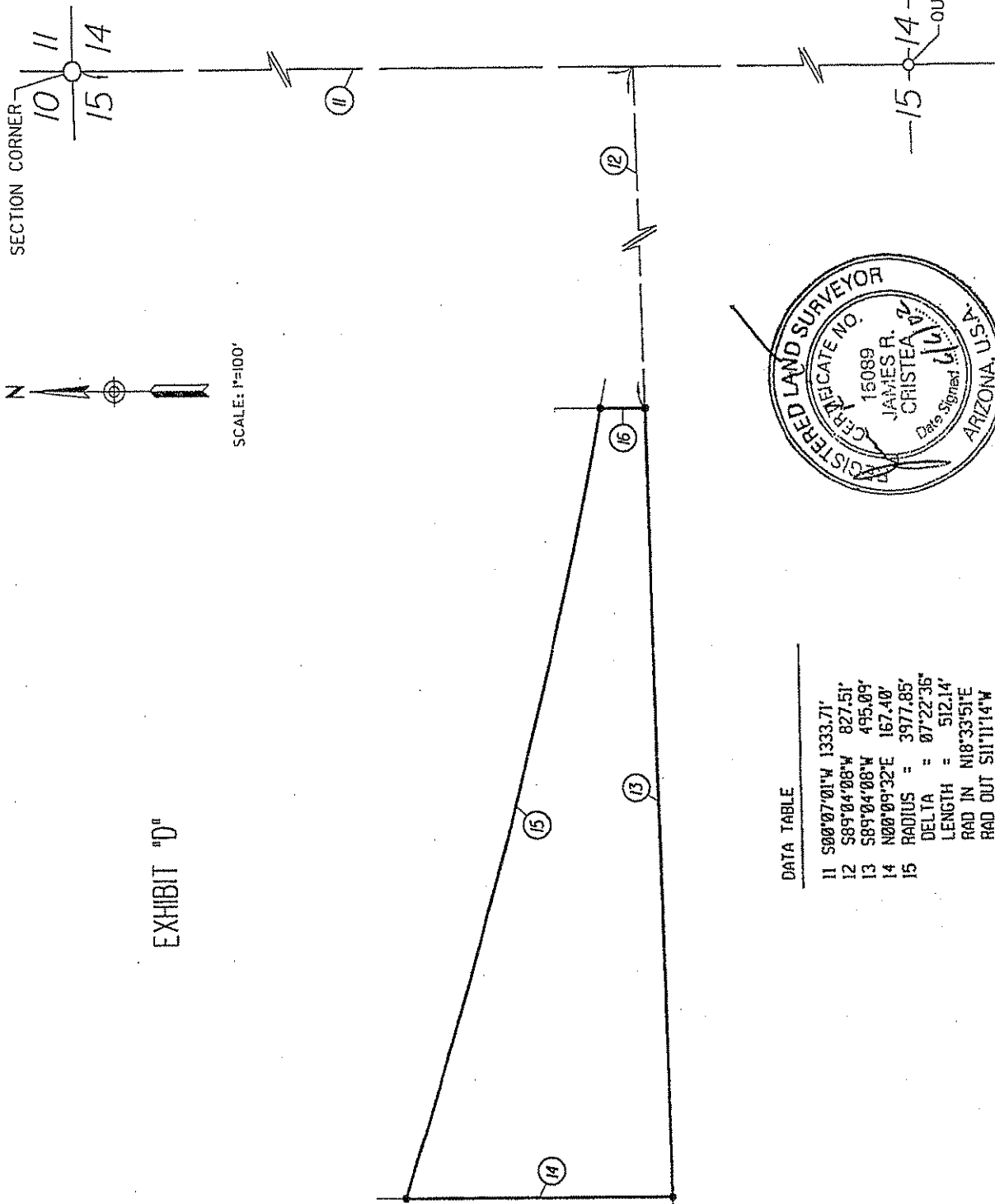


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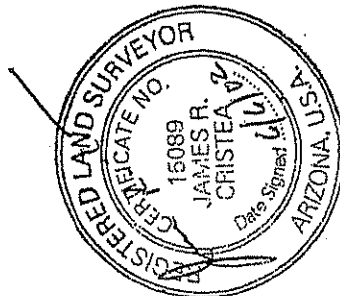
SCALE: 1"=100'

EXHIBIT "D"



DATA TABLE

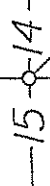
11	S00°07'01"W	1333.71'
12	S89°04'08"W	827.51'
13	S89°04'08"W	495.09'
14	N00°09'32"E	167.40'
15	RADIUS =	3977.85'
	DELTA =	07°22'36"
	LENGTH =	512.14'
	RAD IN	N18°33'51"E
	RAD OUT	S11°11'14"W
16	S00°09'32"W	27.97'



SECTION CORNER



QUARTER CORNER



200133690

EXHIBIT E

That portion of the parcel described in Docket 11373, Page 535, Maricopa County Recorder, said parcel also being a portion of the Northeast quarter of the Northeast quarter of Section 15, Township 1 North, Range 4 East, of the Gila and Salt River Base and Meridian, County of Maricopa, State of Arizona, being more particularly described as follows:

Commencing at the Northeast corner of said Section 15;

thence South 00°07'01" West, 1333.71 feet along the East line of said Section 15 to the Southeast corner of said Northeast quarter of the Northeast quarter of Section 15;

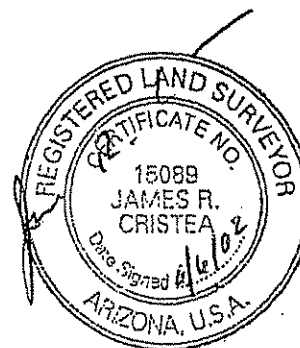
thence South 89°04'08" West, 684.05 feet along the South line of said Northeast quarter of the Northeast quarter of Section 15 to the POINT OF BEGINNING;

thence continuing South 89°04'08" West, 143.46 feet along said South line of Northeast quarter of the Northeast quarter of Section 15 to the East line of the West 495.00 feet of said Northeast quarter of the Northeast quarter of Section 15;

thence departing said South line, North 00°09'32" East, 27.97 feet along said East line of the West 495.00 feet of said Northeast quarter of the Northeast quarter of Section 15 to the southerly line of Parcel No. 1 as described Document No. 97-0237785, Maricopa County Recorder, and beginning of a non-tangent curve concave northeasterly having a radius of 3977.85 feet and to which beginning a radial line bears South 11°11'14" West;

thence departing said East, line easterly 145.65 feet along said southerly line and said curve through a central angle of 02°05'52" to the POINT OF BEGINNING.

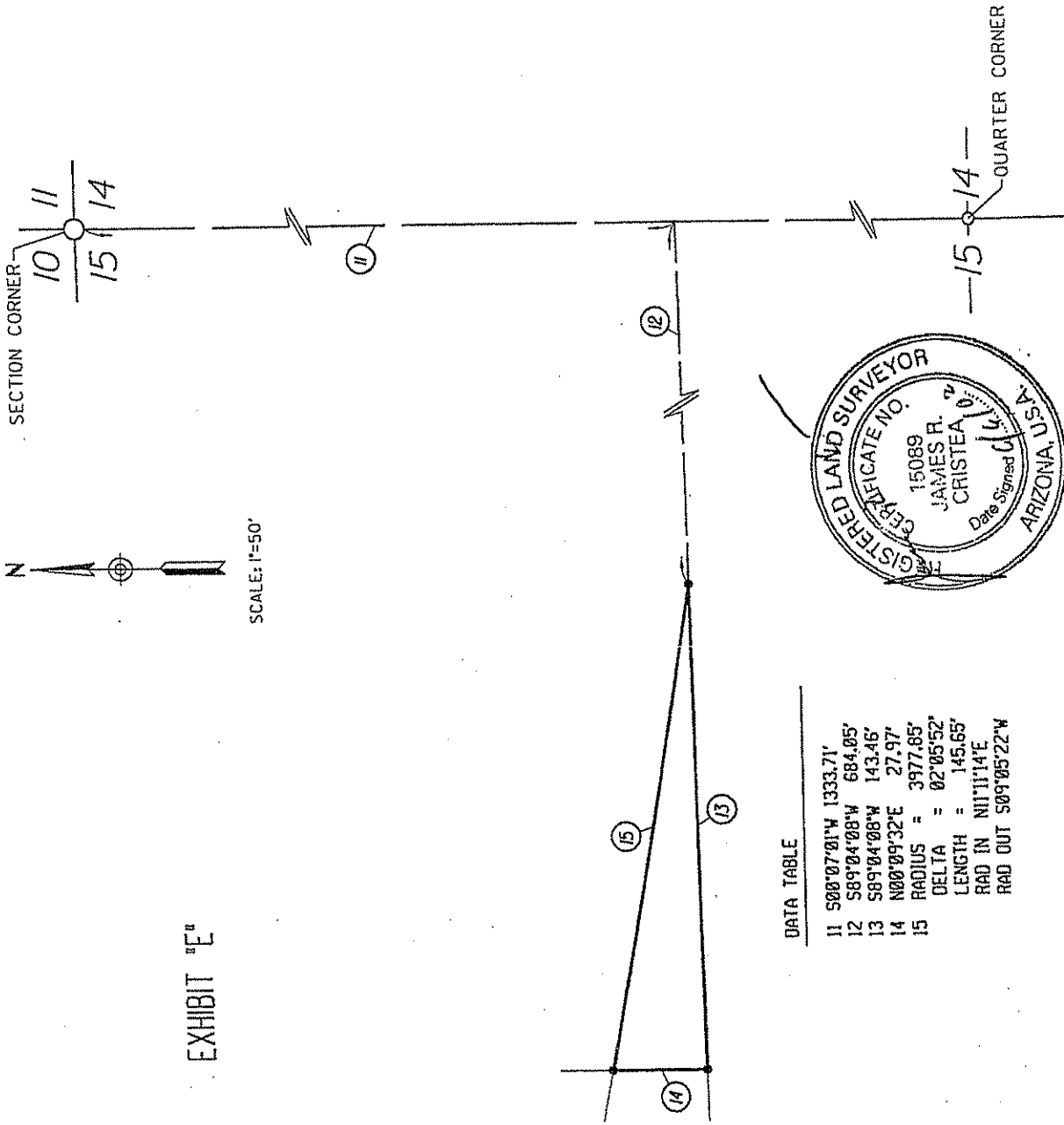
Said parcel contains 1941 square feet or 0.0446 acres more or less.





SCALE: 1"=50'

EXHIBIT "E"



DATA TABLE

11	S00°07'01"W	1333.71'
12	S89°04'08"W	684.05'
13	S89°04'08"W	143.46'
14	N00°09'32"E	27.97'
15	RADIUS =	3977.85'
	DELTA =	02°05'52"
	LENGTH =	145.65'
	RAD IN	N11°14'E
	RAD OUT	S09°05'22"W

EXHIBIT F

That portion of the parcel described in Docket 10837, Page 148, Maricopa County Recorder, said parcel also being a portion of the Northwest quarter of the Northwest quarter of Section 14, Township 1 North, Range 4 East, of the Gila and Salt River Base and Meridian, County of Maricopa, State of Arizona, being more particularly described as follows:

Commencing at the Northwest corner of said Section 14;

thence South $00^{\circ}07'01''$ West, 1333.71 feet along the West line of said Section 14 to the Southwest corner of said Northwest quarter of the Northwest quarter of Section 14;

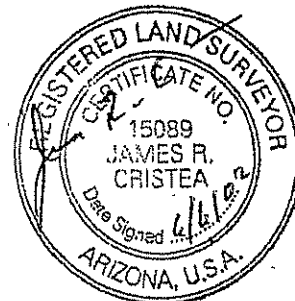
thence South $89^{\circ}49'34''$ East, 561.18 feet along the South line of said Northwest quarter of the Northwest quarter of Section 14 and the southerly line of Parcel No. 2 as described Document No. 97-0237785, Maricopa County Recorder, and to the POINT OF BEGINNING and the beginning of a non-tangent curve concave northwesterly having a radius of 2051.15 feet and to which beginning a radial line bears South $13^{\circ}05'17''$ East;

thence departing said South line, northeasterly 789.03 feet along said southerly line of Parcel No. 2 and said curve through a central angle of $22^{\circ}02'25''$ to the East line of said Northwest quarter of the Northwest quarter of Section 14;

thence departing said southerly line of Parcel No. 2 on a non-tangent line, South $00^{\circ}22'48''$ East, 322.49 feet along said East line of the Northwest quarter of the Northwest quarter of Section 14 to the Southeast corner of said Northwest quarter of the Northwest quarter of Section 14;

thence North $89^{\circ}49'34''$ West, 717.92 feet along said South line of Northwest quarter of the Northwest quarter of Section 14 to the POINT OF BEGINNING.

Said parcel contains 95,945 square feet or 2.2026 acres more or less.



20021356100

SECTION CORNER

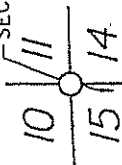
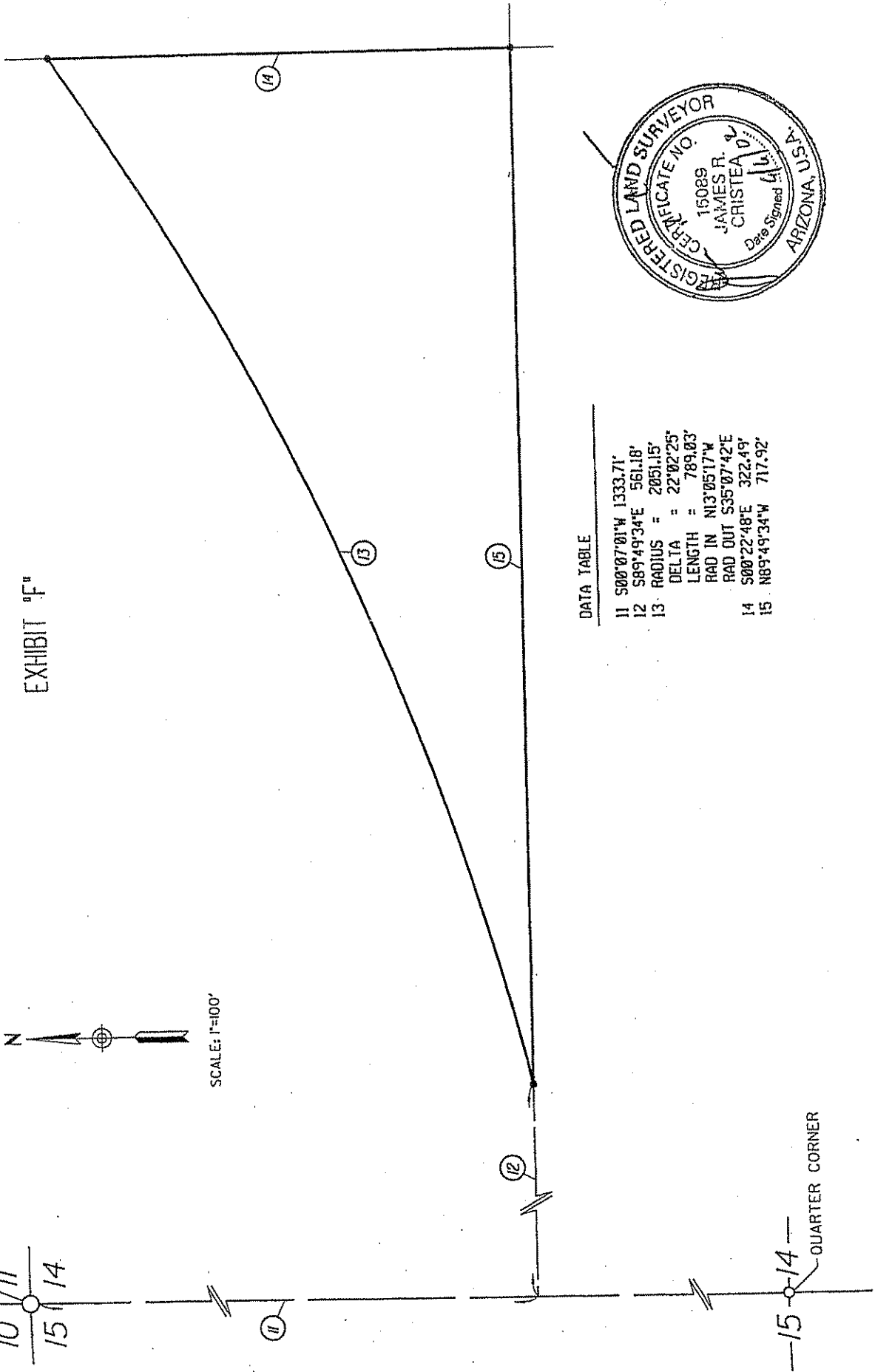


EXHIBIT 'F'



SCALE: 1"=100'

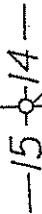


DATA TABLE

11	S00°07'01"W	1333.71'
12	S89°49'34"E	561.18'
13	RADIUS =	2051.15'
	DELTA =	22°02'25"
	LENGTH =	789.03'
	RAD IN	N13°05'17"W
	RAD OUT	S35°07'42"E
14	S00°22'48"E	322.49'
15	N69°49'34"W	717.92'



QUARTER CORNER



00000000

EXHIBIT G

That portion of the parcel described in Document No. 97-358072, Maricopa County Recorder, said parcel also being a portion of the Southeast quarter of the Northwest quarter of Section 14, Township 1 North, Range 4 East, of the Gila and Salt River Base and Meridian, County of Maricopa, State of Arizona, being more particularly described as follows:

Commencing at the Northwest corner of said Section 14;

thence South 00°07'01" West, 1333.71 feet along the West line of said Section 14 to the Southwest corner of the Northwest quarter of said Northwest quarter of Section 14;

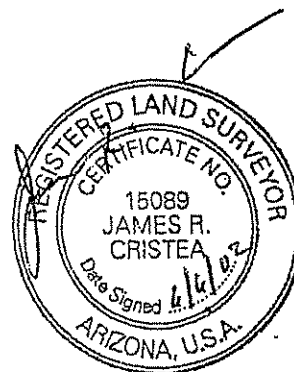
thence South 89°49'34" East, 1279.10 feet along the South line of said Northwest quarter of the Northwest quarter of Section 14 to the Northwest corner of said Southeast quarter of the Northwest quarter of Section 14, said corner also being the POINT OF BEGINNING;

thence continuing South 89°49'34" East, 496.92 feet along the North line of said Southeast quarter of the Northwest quarter of Section 14;

thence departing said North line, South 60°38'31" West, 568.01 feet to the West line of said Southeast quarter of the Northwest quarter of Section 14;

thence North 00°22'48" West, 279.99 feet along said West line to the POINT OF BEGINNING.

Said parcel contains 95,945 square feet or 2.2026 acres more or less.



SECTION CORNER

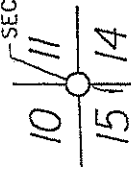
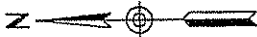


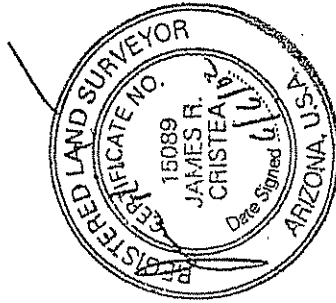
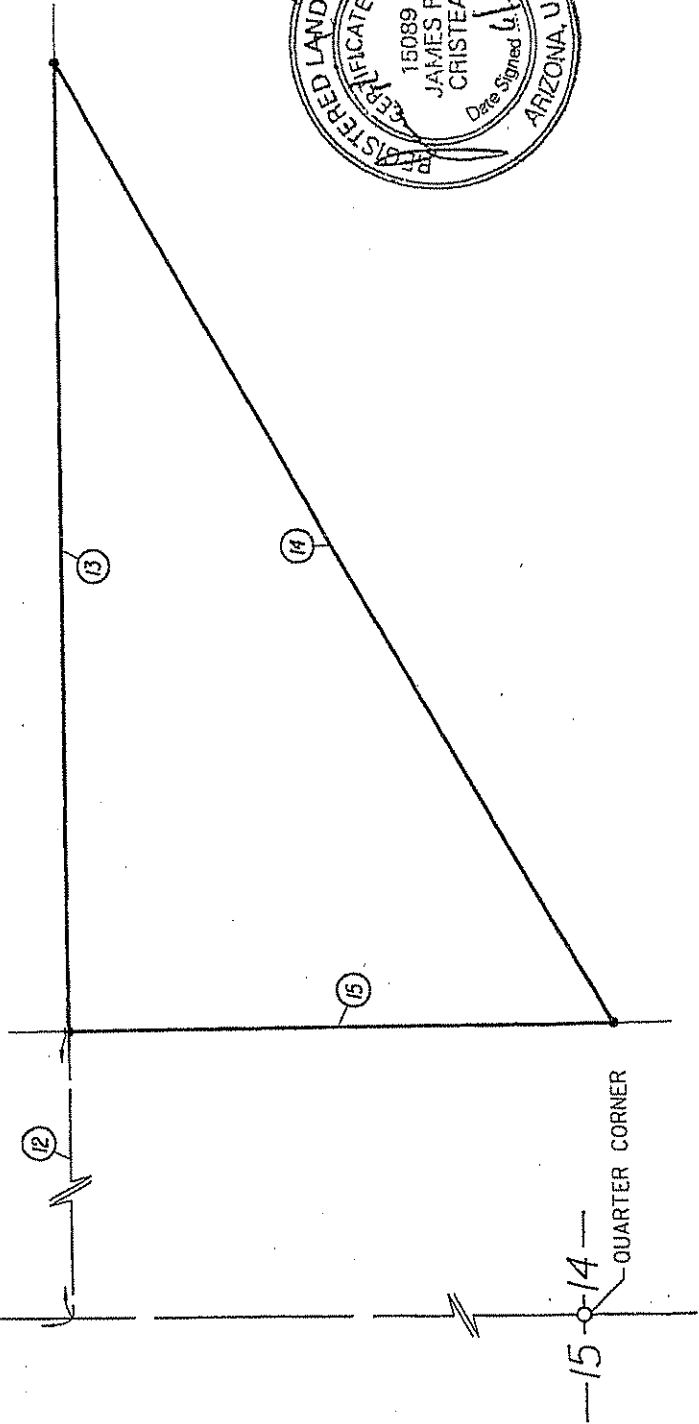
EXHIBIT 'C'



SCALE: 1"=100'

DATA TABLE

11	S00°07'01"W	1333.71'
12	S89°49'34"E	1279.10'
13	S89°49'34"E	496.92'
14	S60°38'31"W	568.01'
15	N00°22'48"W	279.99'



City of Tempe
Economic Development, Rio Salado
P. O. Box 5002
31 East Fifth Street
Tempe, AZ 85281



(602) 350-8625 (office)
(602) 350-8294 (direct)
(602) 350-2951 (fax)

March 24, 1999

Ms. Cindy Lester
Chief, Arizona Section
Regulatory Branch
U.S. Army Corps of Engineers
3636 North Central Avenue, Suite 760
Phoenix, Arizona 85012-1936

Re: Clarification of Federal Jurisdiction

Dear Ms Lester:

In October of 1993, the City of Tempe received a letter of clarification from your office indicating that the "ordinary high water level" would follow the low flow channel, designed and constructed as part of a channelization effort by the City of Tempe, Arizona Department of Transportation and the Flood Control District of Maricopa County. The area discussed covered the Salt River around the Mill Avenue Bridges. At the time, upstream channelization had not been completed and additional excavation and placement of fill material was required.

Now that channelization has been complete through Tempe, we seek further clarification of the "ordinary high water level" to mean that of the fully improved low flow channel, identical to the Mill Avenue stretch running from Price Road to 48th Street. This designation will also follow the nearly complete Town Lake Edge and provide a well-defined point of jurisdictional control in the future. We are in the process of developing landscape plans for the public park areas adjacent to the low flow channel and seek clarification that these improvements will not require further permits under Section 404 of the Clean Water Act.

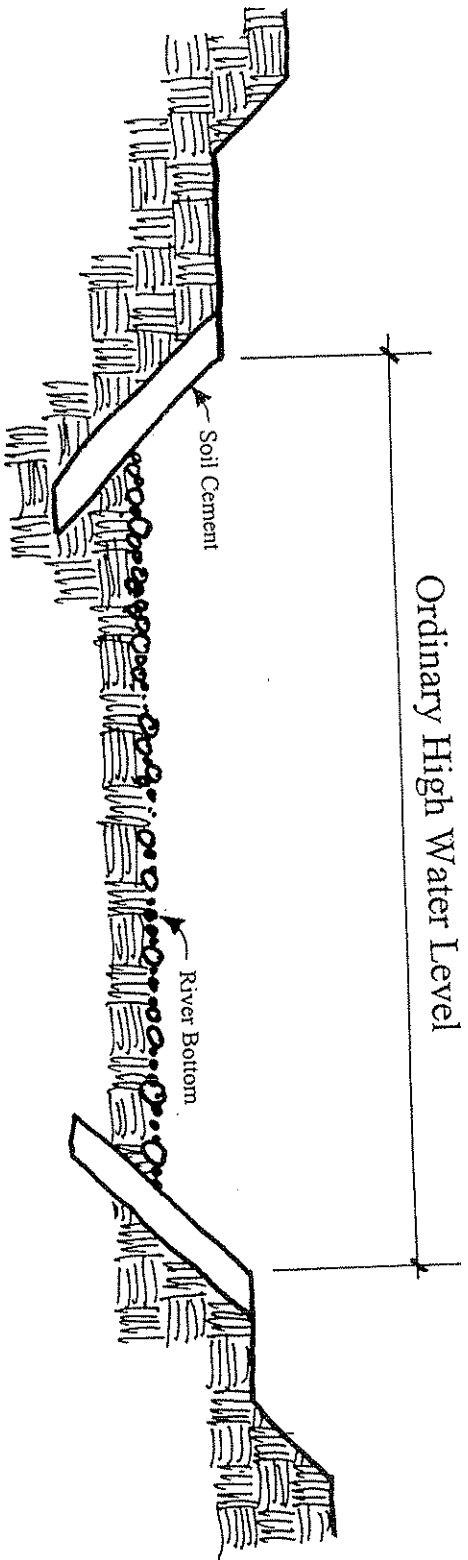
To assist in your ruling on this issue, I have attached a map and typical section identifying the low flow channel through Tempe. Please let me know if additional information is necessary for your review of the jurisdictional boundaries.

As always, we appreciate your prompt attention to this issue.

Sincerely,

A handwritten signature in black ink that reads 'Steve L. Nielsen'. The signature is fluid and cursive, with a large initial 'S'.

Steve L. Nielsen
Rio Salado Project Manager



Typical River Section

Not to Scale

404 Permit file

Schaefer, Jan

From: Nielsen, Steve
Sent: Friday, April 09, 1999 11:36 AM
To: Messer, Chris; Hargis, Howard; Bond, Jim
Cc: Schaefer, Jan
Subject: FW: Clarification of Federal (CWA) jurisdiction (Corps' file 944-0904)

Exemption of 404 permit requirements for Rio Salado Park Landscaping. Steve

-----Original Message-----

From: clester@spl.usace.army.mil [mailto:clester@spl.usace.army.mil]
Sent: Thursday, April 08, 1999 10:38 AM
To: steve_nielsen@tempe.gov
Subject: Clarification of Federal (CWA) jurisdiction (Corps' file 944-0904)

Steve,

This is in reference to your March 24, 1999 letter and attached map which depicts the boundaries of the "ordinary high water mark" (in orange) now that channelization has been completed in the Salt River through Tempe.

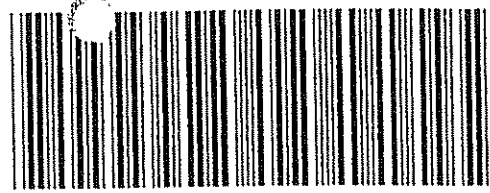
You have correctly defined the extent of the "ordinary high water mark" (you also call it the "low flow" channel) both laterally on the plan map and vertically on the "Typical River Section" graphic. Any activity that would occur outside or above the "ordinary high water mark" does not require a Clean Water Act Section 404 permit or authorization.

Please let me know if you need anything else.

Cindy Lester

WHEN RECORDED, RETURN TO:

City of Tempe Basket



OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL

98-1039366 11/18/98 09:23

RES2 6 OF 9

QUIT CLAIM DEED

FOR THE CONSIDERATION of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, ARIZONA BOARD OF REGENTS, for and on behalf of Arizona State University, a body corporate under the laws of the State of Arizona ("Grantor"), does hereby quit claim to the CITY OF TEMPE, an Arizona municipal corporation ("Grantee"), all right, title and interest of Grantor, if any, in and to the following described real property ("Property") situated in Maricopa County, Arizona, together with all interests, privileges and easements appurtenant thereto, if any:

See Exhibits "A-1" and "A-2" attached hereto and incorporated herein by this reference.

SUBJECT TO: (i) current taxes not yet due and payable, assessments and other liens arising therefrom, (ii) all reservations in patents, deed restrictions, if any, easements, rights-of-way, covenants, conditions, restrictions, liens, encumbrances, obligations, liabilities and other matters as may appear of record, (iii) all matters that could be disclosed by an inspection of the Property or an accurate survey of the Property, and (iv) all other matters that have been disclosed to the Grantor by the Grantee.

SUBJECT FURTHER TO The following Affirmative Covenants and Releases:

Grantee accepts the Property (including, without limitation, any improvements on the Property) "AS IS", that is in its present condition, and agrees to bear all risks regarding all attributes and conditions of the Property, latent or otherwise. Grantor makes no representation or warranty whatsoever concerning the Property, express or implied, of any kind or nature (including, without limitation, any warranty of habitability, of good and workmanlike construction or of suitability or fitness for an intended purpose), all of which the Grantee hereby waives. Grantee is acquiring the

Exempt per ARS 42-1614 A3

Property, including, without limitation, any improvements thereon with all faults and defects, apparent, latent and otherwise.

Grantee has conducted its own inspection of and investigation relating to the Property and the surrounding area, including, without limitation, its surface, its subsurface, its soil, environmental, engineering and other conditions and requirements. Grantee is acquiring the Property (including, without limitation, any improvements thereon) based upon its own inspection and investigation and is not relying upon any statement, representation, warranty, inducement, covenant or agreement. Grantee agrees that neither Grantor nor any officers, employees or agents of Grantor or Arizona State University has made any representation, warranty, inducement, covenant, or agreement whatsoever, either written or oral, concerning the Property (including, without limitation, the improvements thereon).

Grantor shall have no obligation, liability or other responsibility to the Grantee relating to the physical condition of the Property.

The provisions of this Quit Claim Deed are in addition to and supplement the provisions of (i) the Construction and Maintenance Agreement and Agreement to Purchase Rio Salado Lake Improvements, dated June 12, 1997, between Grantor and Grantee and recorded June 26, 1997 as Instrument Number 97-0432440, official records of Maricopa County, Arizona, (ii) the Intergovernmental Agreement, dated as of October __, 1998, among Grantor, Grantee and the Rio Salado Community Facilities District ("CFD"), recorded contemporaneously herewith, and (iii) any other agreements, documents or instruments among or between Grantor, Grantee and/or CFD relating to the Rio Salado.

In consideration of the transfer of the Property herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee for itself and its successors and assigns agrees as follows:

The public lake ("Lake") shall be in the Salt River bed and shall be approximately two (2) miles long from approximately one-half (1/2) mile west of McClintock Drive to approximately one-half (1/2) mile west of Mill Avenue. The public lakeshore park ("Lakeshore Park") shall be all of the Property on the north and south banks of the Salt River along the Lake from the back of the top of the flood control levee on the south bank to the back of the top of the levee on the north bank. Grantee or CFD shall continuously use, operate and maintain the Lake and the Lake Shore Park and continuously use, operate and maintain the Property only as part of the Lake and Lakeshore Park.

All of the above covenants of Grantee are covenants running with the land, shall continue in full force and effect indefinitely until expressly terminated by Grantor, shall be enforceable against any subsequent owner or holder of a lease or other interest in the Property and shall be for the benefit of and enforceable by Grantor (regardless of whether Grantor still owns any interest in the adjoining property) and any other owner or holder of an interest in and to any of the real property legally described in Exhibit "B-1" and depicted on Exhibit "B-2" (collectively, the "Benefitted Parties").


Should any of the following events occur, title to the Property shall automatically revert to Grantor after thirty (30) days written notice and opportunity to cure has been given by Grantor to Grantee:

- (a) Grantee, or an approved successor, attempts to transfer title to or control over the Property to another without the prior written consent of Grantor;
- (b) The Property has been devoted to a use other than that for which the Property was conveyed; or
- (c) The Property has not been used for the purpose for which the Property was conveyed for a six (6) month period.

Grantor hereby declares its express intent that the affirmative covenants set forth above (the "Affirmative Covenants") shall be deemed covenants running with the Property for the benefit of the Benefitted Parties and shall be an encumbrance on the Property and shall be enforceable by each of the Benefitted Parties. Each and every contract, deed or other instrument hereafter executed conveying, transferring or otherwise disposing of all or any portion of the Property or granting an interest therein, shall conclusively be held to have been executed, delivered and accepted by the grantee, transferee or lessee, subject to the Affirmative Covenants regardless of whether the same are set forth in such contract, deed or other instrument. The Affirmative Covenants shall continue in full force and effect until expressly terminated by Grantor, it being understood that such provisions are intended to survive the transfer of title to the Property. No delay or omission of any of the Benefitted Parties in exercising any right accruing upon any breach of the foregoing shall impair any right or shall be construed to be a waiver of any breach or any acquiescence thereto.

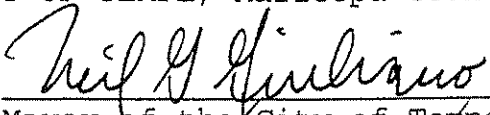
DATED as of the 29th day of October, 1998.

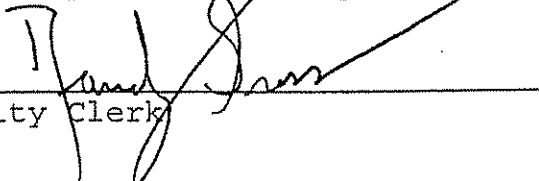
ARIZONA BOARD OF REGENTS, on behalf
of Arizona State University

By: 
Allan H. Price,
Vice President for
Institutional Advancement

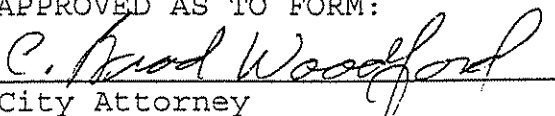
ACCEPTED AND AGREED TO BY:

CITY OF TEMPE, Maricopa County, Arizona

By: 
Mayor of the City of Tempe


City Clerk

APPROVED AS TO FORM:


City Attorney

STATE OF ARIZONA)
) ss.
County of Maricopa)

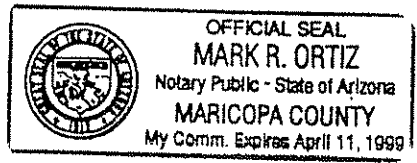
29th The foregoing instrument was acknowledged before me this day of October, 1998, by ALLAN H. PRICE, the Vice President for Institutional Advancement of Arizona State University, on behalf of the Arizona Board of Regents on behalf of Arizona State University.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Mark R. Ortiz
Notary Public

My commission expires:

April 11, 1999



STATE OF ARIZONA)
) ss.
County of Maricopa)

5th The foregoing instrument was acknowledged before me this day of ~~October~~ ^{November}, 1998, by NEIL G. GIULIANO, the Mayor of the CITY OF TEMPE, Maricopa County, Arizona, on behalf of the City.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Kay Savard
Notary Public

My commission expires:

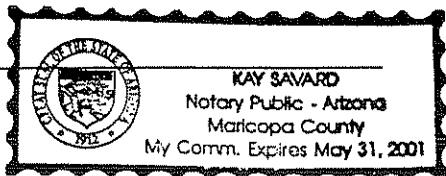


Exhibit "A-1"
(Page 1 of 4)

**LEGAL DESCRIPTION
FOR
CITY OF TEMPE PURCHASE PARCEL – SECTION 14**

That portion of the Northwest quarter of Section 14, Township 1 North, Range 4 East, of the Gila and Salt River Base and Meridian, County of Maricopa, State of Arizona, being more particularly described as follows:

Commencing at the West quarter corner of said Section 14;

thence North 00°07'01" East, 150.97 feet along the West line of said Section 14;

thence departing said West line of Section 14, North 89°52' 59" West, 65.00 feet to the East line of the West 65.00 feet of said Section 14 and to the point of beginning;

thence North 00°07'01" East, 181.98 feet along said East line of the West 65.00 feet of Section 14 to the North line of the South half of the South half of the Southwest quarter of the Northwest quarter of said Section 14;

thence departing said East line of the West 65.00 feet of Section 14, South 89°28'10" East, 1061.90 feet along said North line of the South half of the South half of the Southwest quarter of the Northwest quarter of Section 14 to the Southwest corner of the Southeast quarter of the Northeast quarter of the Southeast quarter of the Southwest quarter of said Northwest quarter of Section 14;

thence North 00°19'06" West, 167.89 feet along the West line of said Southeast quarter of the Northeast quarter of the Southeast quarter of the Southwest quarter of the Northwest quarter of Section 14 to the Northwest corner of the Southeast quarter of the Northeast quarter of the Southeast quarter of the Southwest quarter of said Northwest quarter of Section 14;

thence South 89°31'43" East, 160.80 feet along the North line of said Southeast quarter of the Northeast quarter of the Southeast quarter of the Southwest quarter of the Northwest quarter of Section 14 to the Northeast corner of the Southeast quarter of the Northeast quarter of the Southeast quarter of the Southwest quarter of said Northwest quarter of Section 14;

thence South 00°22'49" East, 151.14 feet along said East line of the Southwest quarter of the Northwest quarter of Section 14;

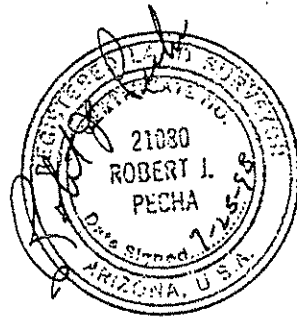
thence departing said East line of the Southwest quarter of the Northwest quarter of Section 14, South 78°28'01" West, 0.01 feet to the beginning of a non-tangent curve concave northwesterly having a radius of 5111.41 feet and to which beginning a radial line bears South 13°07'48" East;

thence southwesterly 956.01 feet along said curve through a central angle of $10^{\circ}42'59''$;

thence on a non-tangent line South $75^{\circ}30'29''$ West, 235.12 feet to the beginning of a non-tangent curve concave northerly having a radius of 5165.75 feet and to which beginning a radial line bears South $00^{\circ}08'17''$ West;

thence westerly 49.59 feet along said curve through a central angle of $00^{\circ}33'00''$ to the point of beginning.

Said parcel contains 133,899 square feet or 3.0739 acres more or less.



URS Greiner

***LEGAL DESCRIPTION
FOR
CITY OF TEMPE PURCHASE PARCEL – SECTION 15***

That portion of the Northeast quarter of Section 15, Township 1 North, Range 4 East, of the Gila and Salt River Base and Meridian, County of Maricopa, State of Arizona, being more particularly described as follows:

Commencing at the East quarter corner of said Section 15;

thence North 00°07'01" East, 154.85 feet along the East line of said Section 15;

thence departing said East line of Section 15, North 89°52' 59" West, 90.00 feet to the West line of the East 90.00 feet of said Section 15 and to the point of beginning, said point also being the beginning of a non-tangent curve concave northeasterly having a radius of 5165.75 feet and to which beginning a radial line bears South 02°24'28" West;

thence departing said West line of the East 90.00 feet of Section 15, northwesterly 1893.74 feet along said curve through a central angle of 21°00'16";

thence North 66°35'16" West, 220.40 feet to the beginning of a curve concave southwesterly having a radius of 2865.40 feet;

thence northwesterly 543.56 feet along said curve through a central angle of 10°52'08";

thence North 80°25'32" West, 0.01 feet to the north-south mid-section line of said Section 15;

thence North 00°12'05" East, 459.86 feet along said north-south mid-section to the North line of the South half of said Northeast quarter of Section 15;

thence departing said north-south mid-section line, North 89°04'08" East, 1952.98 feet along said North line of the South half of the Northeast quarter of Section 15;

thence departing said North line of the South half of the Northeast quarter of Section 15, South 79°34'01" East, 21.43 feet;

thence South 83°44'51" East, 283.82 feet;

thence North 84°35'26" East, 294.39 feet;

thence North 87°55'36" East, 20.83 feet to the West line of the East 75.00 feet of said Section 15;

thence South 00°07'01" West, 684.90 feet along said West line of the East 75.00 feet of Section 15;

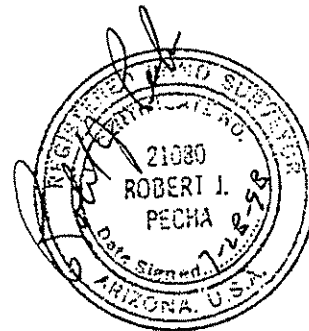
thence departing said West line of the East 75.00 feet of Section 15, North 89°04'08" East, 20.00 feet to the West line of the East 55.00 feet of said Section 15;

thence South 00°07'01" West, 382.25 feet along said West line of the East 55.00 feet of Section 15;

thence South 89°17'38" West, 35.00 feet to said West line of the East 90.00 feet of Section 15;

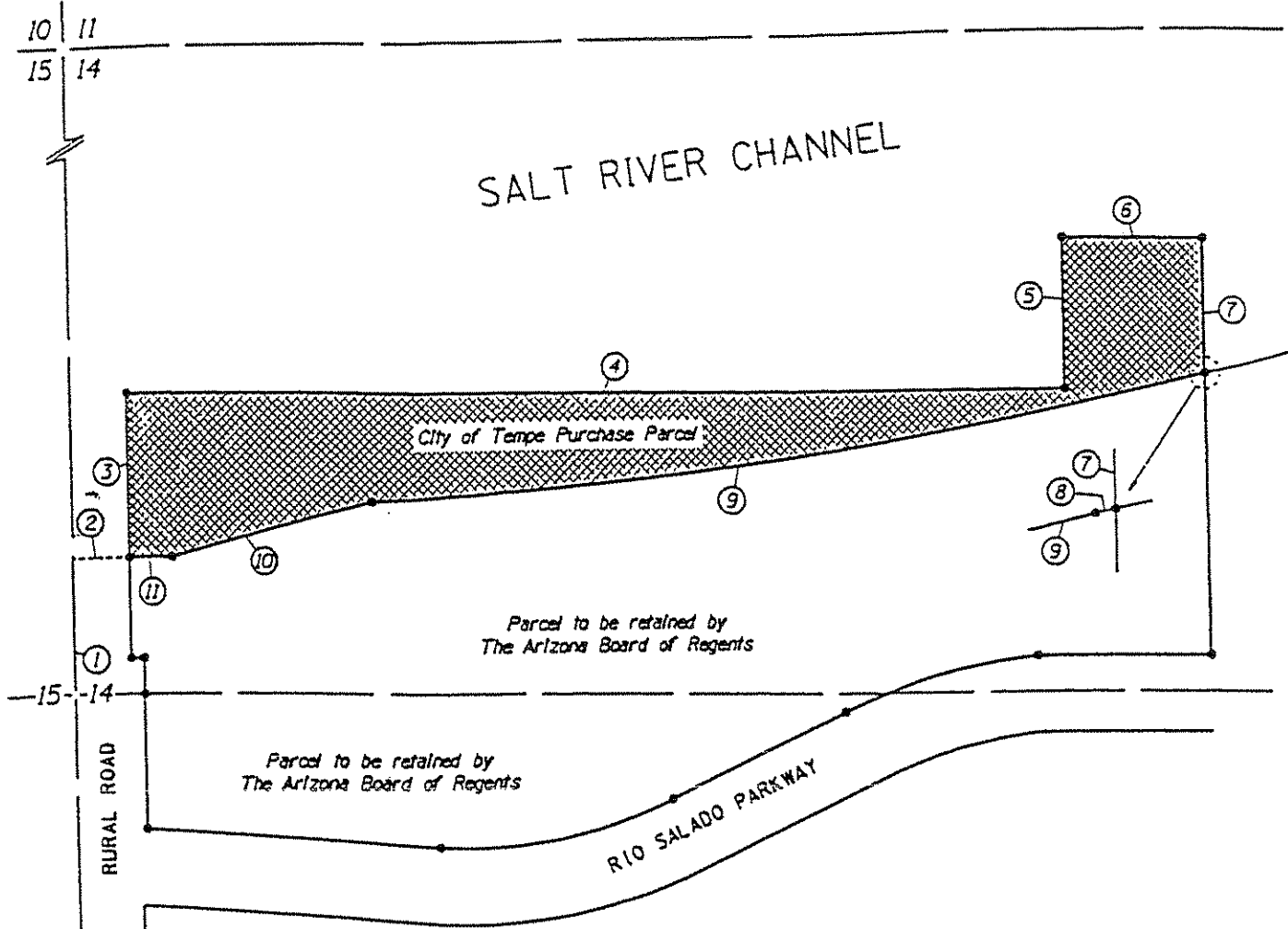
thence South 0°07'01" West, 93.89 feet along said West line of the East 90.00 feet of said Section 15 to the point of beginning.

Said Parcel No. 2 contains 2,282,054 square feet or 52.3888 acres more or less.





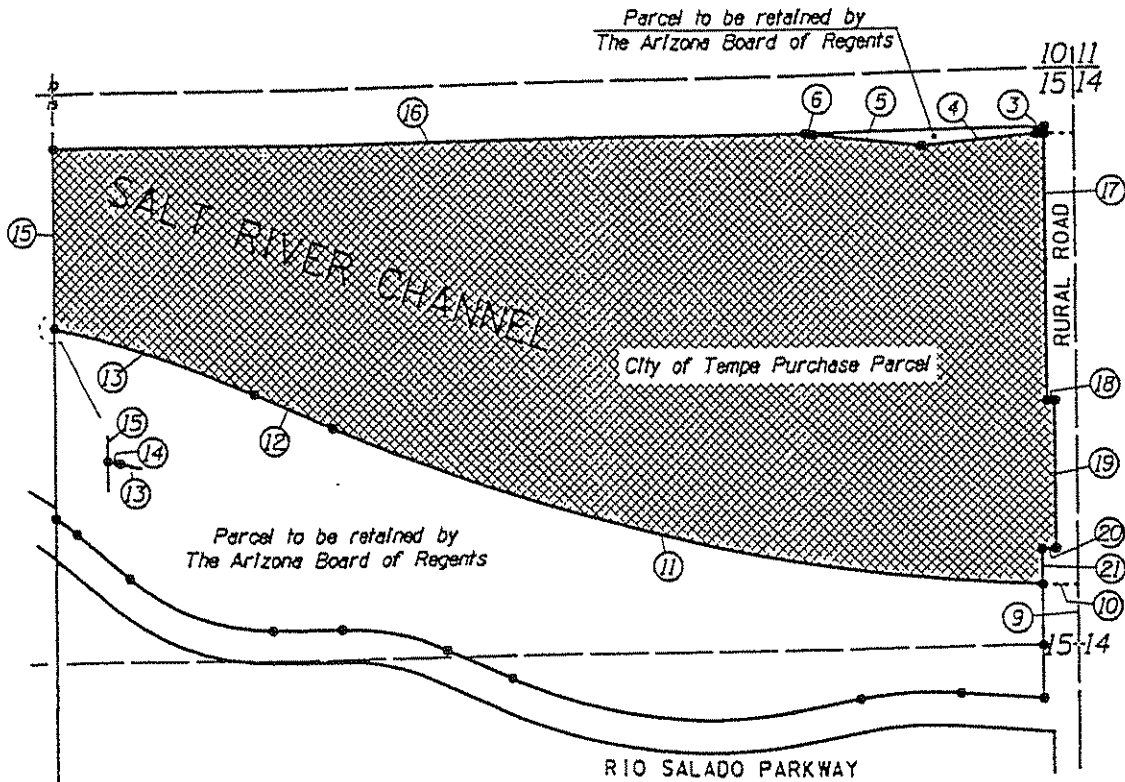
City of Tempe Purchase Parcel - Section 14



DATA TABLE

1	N00°07'01"E	150.97'
2	S89°52'59"E	65.00'
3	N00°07'01"E	181.98'
4	S89°28'10"E	1061.90'
5	N00°19'06"W	167.89'
6	S89°31'43"E	160.80'
7	S00°22'49"E	151.14'
8	S78°28'01"W	0.01'
9	R=5111.41' L=956.01'	
	Δ=10°42'59"	
	RAO IN N13°07'48"W	
	RAO OUT S02°24'49"E	
10	S75°30'29"W	235.12'
11	R=5165.75' L=49.59'	
	Δ=00°33'00"	
	RAO IN N00°08'17"E	
	RAO OUT S00°41'17"W	
12	S89°21'06"E	80.00'

City of Tempe Purchase Parcel - Section 15



DATA TABLE

3	S87°55'36"W	20.83'
4	S84°35'26"W	294.39'
5	N83°44'51"W	283.32'
6	N73°34'01"W	21.43'
9	N00°07'01"E	154.85'
10	N89°52'59"W	90.00'
11	R=5165.75' L=1893.74'	
	Δ=21°00'16"	
	RAD IN N02°24'28"E	
	RAD OUT S23°24'44"W	
12	N66°35'16"W	220.40'
13	R=2865.40' L=543.56'	
	Δ=10°52'08"	
	RAD IN S23°24'44"W	
	RAD OUT N12°32'36"E	
14	N80°25'32"W	0.01'
15	N00°12'05"E	459.96'
16	N89°04'08"E	1952.98'
17	S00°07'01"W	684.90'
18	N89°04'08"E	20.00'
19	S00°07'01"W	382.25'
20	S89°17'38"W	35.00'
21	S00°07'01"W	93.35'

**LEGAL DESCRIPTION
FOR
PARCEL TO BE RETAINED (SECTION 14)
BY THE ARIZONA BOARD OF REGENTS**

That portion of the Southwest quarter of the Northwest quarter and of the Northwest quarter of the Southwest quarter of Section 14, Township 1 North, Range 4 East, of the Gila and Salt River Base and Meridian, County of Maricopa, State of Arizona, being more particularly described as follows:

Commencing at the West quarter corner of said Section 14;

thence South 89°21'06" East, 80.00 feet along the east-west mid-section line of said Section 14 to the East line of the West 80.00 feet of said Section 14, said point also being the point of beginning;

thence departing said east-west mid-section line, North 00° 07'01" East, 40.00 feet along said East line of the West 80.00 feet of said Southwest quarter of the Northwest quarter of Section 14;

thence departing said East line of the West 80.00 feet of the Southwest quarter of the Northwest quarter of Section 14, North 89°21'06" West, 15.00 feet to the East line of the West 65.00 feet of said Southwest quarter of the Northwest quarter of Section 14;

thence North 00°07'01" East, 111.57 feet along said East line of the West 65.00 feet of the Southwest quarter of the Northwest quarter of Section 14 to the beginning of a non-tangent curve concave northerly having a radius of 5165.75 feet and to which beginning a radial line bears South 00°41' 17" West;

thence departing said East line of the West 65.00 feet of the Southwest quarter of the Northwest quarter of Section 14, easterly 49.59 feet along said curve through a central angle of 00°33'00";

thence on a non-tangent line North 75°30'29" East, 235.12 feet to the beginning of a non-tangent curve concave northwesterly having a radius of 5111.41 feet and to which beginning a radial line bears South 02°24'49" East;

thence northeasterly 956.01 feet along said curve through a central angle of 10°42'59" ;

thence on a non-tangent line North 78°28'01" East, 0.01 feet to the East line of said Southwest quarter of the Northwest quarter of Section 14;

thence South 00°22'49" East, 313.02 feet along said East line of Southwest quarter of the Northwest quarter of Section 14 to the northerly right of way the Rio Salado Parkway;

thence departing said East line of the Southwest quarter of the Northwest quarter of Section 14, North 89°21'06" West, 198.29 feet along said northerly right of way of the Rio Salado Parkway to the beginning of a non-tangent curve concave southeasterly having a radius of 615.46 feet and to which beginning a radial line bears North 04°31'04" West;

thence southwesterly 225.29 feet along said curve through a central angle of 20°58'22";

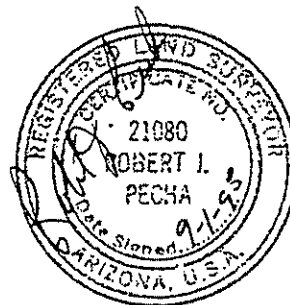
thence South 64°30'34" West, 219.29 feet to the beginning of a curve concave northwesterly having a radius of 530.46 feet;

thence westerly 274.31 feet along said curve through a central angle of 29°37'42";

thence North 85°51'44" West, 332.52 feet to the East line of the West 80.00 feet of said Northwest quarter of the Southwest quarter of Section 14;

thence departing said northerly right of way of the Rio Salado Parkway, North 00°08'02" East, 150.09 feet along said East line of the West 80.00 feet of said Northwest quarter of the Southwest quarter of Section 14 to the point of beginning.

Said parcel contains 399,074 square feet or 9.1615 acres more or less.



***LEGAL DESCRIPTION
FOR
SOUTH PARCEL – SECTION 15
(TO BE RETAINED BY THE ARIZONA BOARD OF REGENTS)***

That portion of the East half of Section 15, Township 1 North, Range 4 East, of the Gila and Salt River Base and Meridian, County of Maricopa, State of Arizona, being more particularly described as follows:

Commencing at the East quarter corner of said Section 15;

thence South $89^{\circ}17'38''$ West, 90.01 feet along the east-west mid-section line of said Section 15 to the West line of the East 90.00 feet of said Section 15, said point also being the point of beginning;

thence departing said east-west mid-section line of said Section 15, South $00^{\circ}08'02''$ West, 137.62 feet along said West line of the East 90.00 feet of Section 15 to the northerly right of way of the Rio Salado Parkway;

thence departing said West line of the East 90.00 feet of Section 15, North $85^{\circ}51'36''$ West, 211.80 feet along said northerly right of way of the Rio Salado Parkway to the beginning of a curve concave southerly having a radius of 1042.50 feet;

thence westerly 259.28 feet along said curve through a central angle of $14^{\circ}15'00''$;

thence South $79^{\circ}53'24''$ West, 175.66 feet to the beginning of a curve concave to the northerly having a radius of 1252.50 feet;

thence westerly 750.60 feet along said curve through a central angle of $34^{\circ}20'10''$;

thence North $65^{\circ}46'26''$ West, 184.97 feet to the beginning of a curve concave southerly having a radius of 639.50 feet;

thence westerly 279.66 feet along said curve through a central angle of $25^{\circ}03'23''$;

thence South $89^{\circ}10'11''$ West, 179.35 feet to the beginning of a curve concave northeasterly having a radius of 554.50 feet;

thence northwesterly 400.01 feet along said curve through a central angle of $41^{\circ}19'57''$;

thence North $49^{\circ}29'52''$ West, 179.55 feet to the beginning of a curve concave southwesterly having a radius of 692.50 feet;

Exhibit "B-1"
(Page 4 of 5)

thence northwesterly 68.85 feet along said curve through a central angle of $05^{\circ}41'49''$ to the north-south mid-section line of said Section 15;

thence departing said northerly right of way of the Rio Salado Parkway on a non-tangent line, North $0^{\circ}12'05''$ East, 486.73 feet along said north-south mid-section line of Section 15;

thence departing said north-south mid-section line of Section 15, South $80^{\circ}25'32''$ East, 0.01 feet to the beginning of a curve concave southwesterly having a radius of 2865.40 feet;

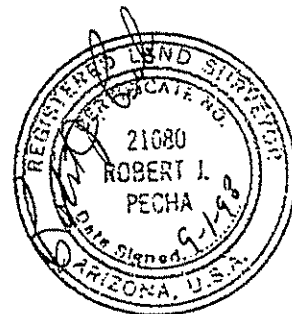
thence easterly 543.56 feet along said curve through a central angle of $10^{\circ}52'08''$;

thence South $66^{\circ}35'16''$ East, 220.40 feet to the beginning of a curve concave northeasterly having a radius of 5165.75 feet;

thence easterly 1893.74 feet along said curve through a central angle of $21^{\circ}00'16''$ to said West line of the East 90.00 feet of Section 15;

thence on a non-tangent line South $00^{\circ}07'01''$ West, 156.14 feet along said West line of the East 90.00 feet of Section 15 to the point of beginning.

Said parcel contains 1,183,505 square feet or 27.1695 acres more or less.



**LEGAL DESCRIPTION
FOR
NORTH PARCEL – SECTION 15
(TO BE RETAINED BY THE ARIZONA BOARD OF REGENTS)**

That portion of the Northeast quarter of Section 15, Township 1 North, Range 4 East, of the Gila and Salt River Base and Meridian, County of Maricopa, State of Arizona, being more particularly described as follows:

Commencing at the East quarter corner of said Section 15;

thence North 00°07'01" East, 1316.02 feet along the East line of said Section 15;

thence departing said East line of Section 15, North 89°52' 59" West, 75.00 feet to the West line of the East 75.00 feet of said Section 15 and to the point of beginning;

thence departing said West line of the East 75.00 feet of Section 15, South 87°55'36" West, 20.83 feet;

thence South 84°35'26" West, 294.39 feet;

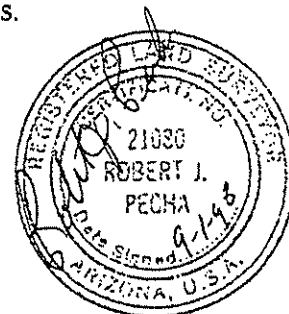
thence North 83°44'51" West, 283.82 feet;

thence North 79°34'01" West, 21.43 feet to the North line of the South half of said Northeast quarter of Section 15;

thence North 89°04'08" East, 617.21 feet along said North line of the South half of the Northeast quarter of Section 15 to said West line of the East 75.00 feet of Section 15;

thence departing said North line of the South half of the Northeast quarter of Section 15, South 00°07'01" West, 16.31 feet along said West line of the East 75.00 feet of Section 15 to the point of beginning.

Said parcel contains 14,859 square feet or 0.3411 acres more or less.



Arizona Board of Regents Parcel - Section 14



10 | 11
15 | 14

SALT RIVER CHANNEL

SOUTH SHORE CONTROL LINE (PER PLAN)

City of Tempe Purchase Parcel

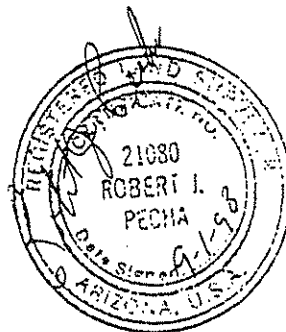
Parcel to be retained by
The Arizona Board of Regents

RIO SALADO PARKWAY

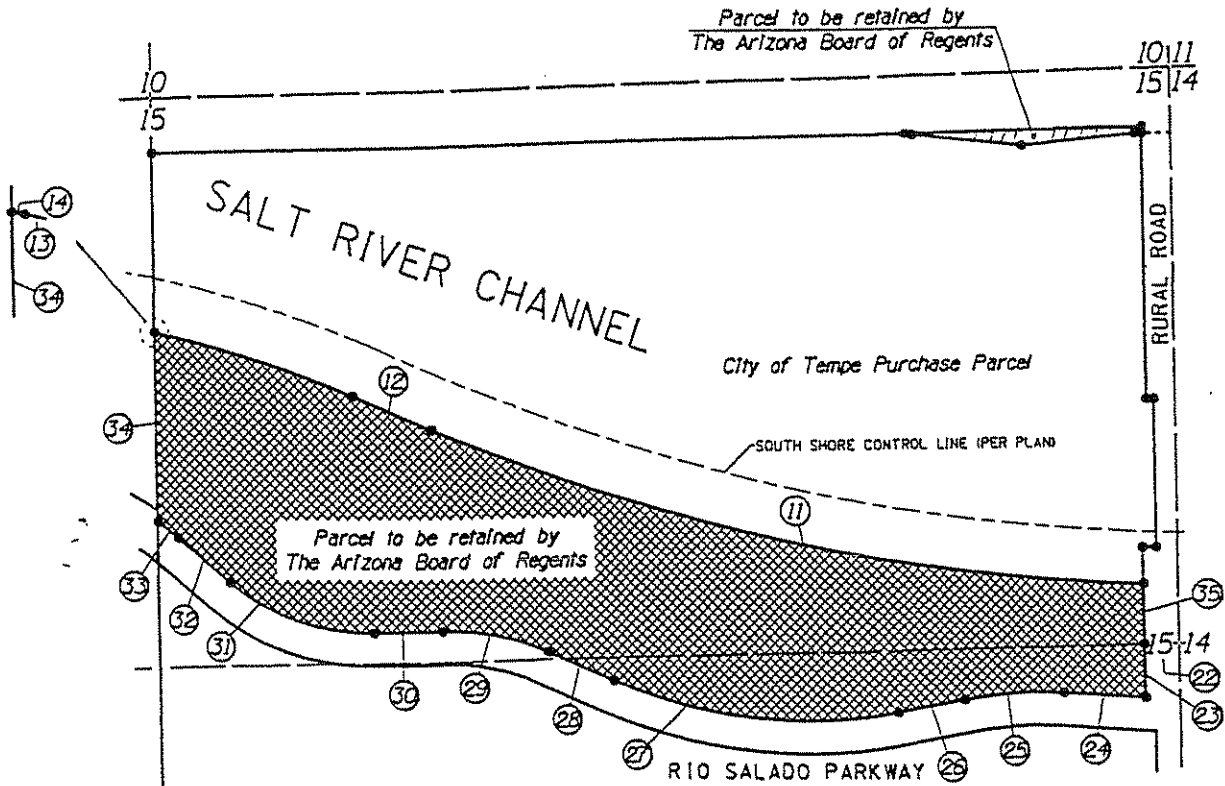
RURAL ROAD

DATA TABLE

8	S78°28'01"W	0.01'
9	R=5111.41' L=956.01'	
	Δ=10°42'59"	
	RAO IN N13°07'48"W	
	RAO OUT S02°24'49"E	
10	S75°30'29"W	235.12'
11	R=5165.75' L=49.59'	
	Δ=00°33'00"	
	RAO IN N00°08'17"E	
	RAO OUT S00°41'17"W	
12	S89°21'06"E	80.00'
13	N00°07'01"E	40.00'
14	N89°21'06"W	15.00'
15	N00°07'01"E	111.57'
16	S00°22'49"E	313.02'
17	N89°21'06"W	198.29'
18	R=615.46' L=225.29'	
	Δ=20°58'22"	
	RAO IN S04°31'04"E	
	RAO OUT N25°29'26"W	
19	S64°30'34"W	219.29'
20	R=530.46' L=274.31'	
	Δ=29°37'42"	
	RAO IN N25°29'26"W	
	RAO OUT S4°08'16"W	
21	N85°51'44"W	332.52'
22	N00°08'02"E	150.09'

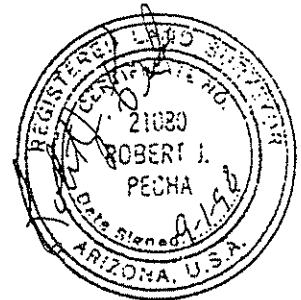


Arizona Board of Regents Parcel
(South Parcel) - Section 15

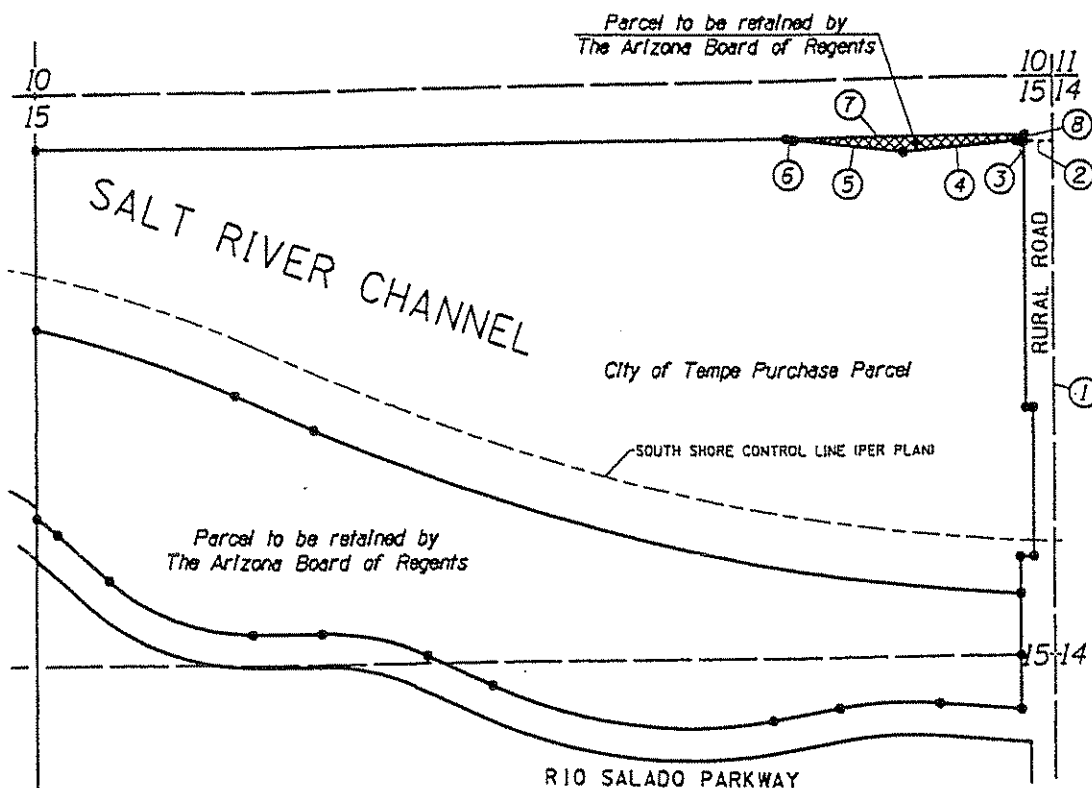


DATA TABLE

11	R=5165.75' L=1893.74'
	Δ=21°00'16"
	RAD IN N02°24'28"E
	RAD OUT S23°24'44"W
12	N66°35'16"W 220.40'
13	R=2865.40' L=543.56'
	Δ=10°52'08"
	RAD IN S23°24'44"W
	RAD OUT N12°32'36"E
14	N80°25'32"W 0.01'
22	S89°17'38"W 90.01'
23	S00°08'02"W 137.62'
24	N85°51'36"W 211.80'
25	R=1042.50' L=259.28'
	Δ=14°15'00"
26	S79°53'24"W 175.66'
27	R=1252.50' L=750.60'
	Δ=34°20'10"
28	N65°46'26"W 184.97'
29	R=639.50' L=279.66'
	Δ=25°03'23"
30	S89°10'11"W 179.35'
31	R=554.50' L=400.01'
	Δ=41°19'57"
32	N49°29'52"W 179.55'
33	R=692.50' L=68.95'
	Δ=5°41'49"
	RAD IN S40°30'08"W
	RAD OUT N34°48'19"E
34	N00°12'05"E 486.73'
35	S00°07'01"W 156.14'



Arizona Board of Regents Parcel
(North Parcel) - Section 15



DATA TABLE

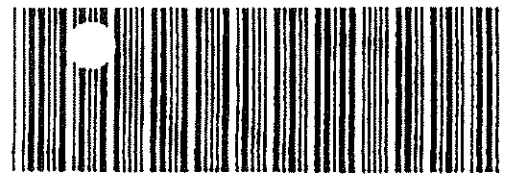
1	N00° 07' 01" E	1316.02'
2	N89° 52' 59" W	75.00'
3	S87° 55' 36" W	20.83'
4	S84° 35' 26" W	294.39'
5	N83° 44' 51" W	283.82'
6	N79° 34' 01" W	21.43'
7	N89° 04' 08" E	617.21'
8	S00° 07' 01" W	16.31'



FIRST AMERICAN TITLE

226-100-1030377

4 of 4
Hold for picks up



OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL

96-0694030 09/30/96 03:34

LILIAN 68 OF 389

The United States of America

QUITCLAIM DEED

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING:

AZA 29298

THIS INDENTURE, made this 25th day of September, 1996, between the UNITED STATES OF AMERICA, acting by and through the State Director, Arizona State Office, Bureau of Land Management, Department of Interior, pursuant to the authority contained in Sections 203 and 209 of the Federal Land Policy and Management Act of 1976, 43 U.S.C. 1713, 1719, hereinafter called Grantor, and the Arizona Board of Regents, for and on behalf of Arizona State University, hereinafter called Grantee.

WITNESSETH, that the Grantor does convey, remise, release and forever quitclaim unto the Grantee, and to their successors or assigns, forever, all right, title, and interest, if any, to and in the following described land:

Gila and Salt River Meridian, Arizona

T. 1 N., R. 4 E.,
sec. 14, S $\frac{1}{2}$ S $\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$.

The area described contains 10.625 acres.

TO HAVE AND TO HOLD, all and singular, the said premises, with appurtenances unto the said Grantee and its successors or assigns forever.

EXCEPTING AND RESERVING TO THE UNITED STATES a right-of-way thereon for ditches or canals constructed by the authority of the United States. Act of August 30, 1890. 43 U.S.C. 945.

This Transfer is Exempt
from the Affidavit
and Transfer Tax
under AFS 42-1614

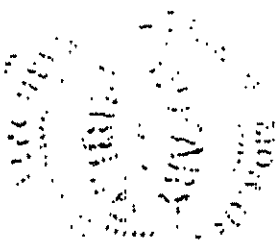
A 3

Deed Number AZ-96-003

SUBJECT TO:

1. Those rights for storm drainage, road, channelization and water pipeline purposes granted to the City of Tempe, its successors or assigns, by Rights-of-Way No. AZA 1119, AZA 7244, AZA 24632, and AZA 25254, pursuant to Title V of the Federal Land Policy and Management Act of 1976.
2. Those rights for highway and bridge construction, river channelization and grading construction purposes granted to Maricopa County Highway Department, its successors or assigns, by Right-of-Way No. AZA 4283, pursuant to the Act of August 4, 1939, as amended, 53 Stat. 1196.
3. Those rights for flood control structure purposes granted to Maricopa County Flood Control District, its successors or assigns, by Right-of-Way No. AZA 8887, pursuant to the Act of February 15, 1901, 43 U.S.C. 959.
4. Those rights for gas pipeline purposes granted to Southwest Gas Corporation, its successors or assigns, by Right-of-Way No. AZAR 024876, pursuant to Sec. 28 of the Act of February 25, 1920, as amended, 30 U.S.C. 185.
5. Those rights for transmission line purposes granted to Arizona Public Service Company, its successors or assigns, by Right-of-Way No. AZAR 025230, pursuant to the Act of March 4, 1911, 43 U.S.C. 961.
6. Restrictions which may be imposed by the Maricopa County Board of Supervisors in accordance with county floodplain regulations.

IN TESTIMONY WHEREOF, I, Joan B. Losacco, Acting State Director, Arizona State Office, Bureau of Land Management, Department of the Interior of the United States of America, have caused this quitclaim deed to be executed.



Given under my hand at the City of PHOENIX, ARIZONA, on the 25th day of September in the year of our Lord ONE THOUSAND NINE HUNDRED and NINETY-SIX.


Joan B. Losacco
Acting State Director

COUNTY OF MARICOPA)

STATE OF ARIZONA)

On this 25th day of September, 1996, before me, the undersigned, a Notary Public in and for said State, personally appeared Joan B. Losacco, Acting State Director, Arizona State Office, Bureau of Land Management of the United States of America, to me known to be the identical person who executed the foregoing instrument and acknowledged to me that she executed the same as a free and voluntary act and deed for the uses and purposes set forth therein.

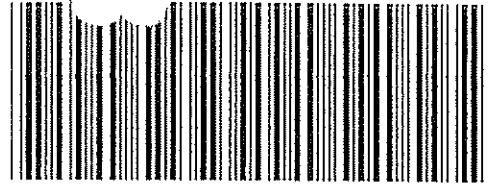
Witness my hand and official seal.


Arrie Morrison

My Commission Expires
June 27, 1997

Deed Number AZ-96-003

When Recorded Mail To:
C. Brad Woodford
Senior City Attorney
P. O. Box 5002
Tempe, AZ 85280



OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL

96-0119646 02/23/96 01:52

LILTAN 28 OF 24

STATE OF ARIZONA
ARIZONA STATE LAND DEPARTMENT

DISCLAIMER OF
OWNERSHIP INTEREST IN REAL PROPERTY

On December 14, 1993, at Fee No. 93-0875472, Records of the Maricopa County Recorder's Office, the State of Arizona recorded a disclaimer of any claim of right, title or interest, based on the navigability of the Salt River as of February 14, 1912, to real property situated outside the presently existing left and right banks of the Salt River from Granite Reef Dam to the confluence with Gila River, as designated on a map attached to the Disclaimer.

The State Land Commissioner, acting in accord with Section 37-132(A) (2) and 37-1131(A) and after reviewing the best evidence available to the State Land Department, has determined that the real property situated in Maricopa County, Arizona, and described as follows:

Sections 9, 10, 11, 14, 15, 16 and 17, Township 1 North, Range 4 East of the Gila and Salt River Meridian, City of Tempe, County of Maricopa, State of Arizona (depicted on Exhibit B). **EXCEPTING** therefrom any portion lying within the above sections as described in Exhibits A-1, A-2, A-3 and A-4 attached hereto (the "Channel").

is situated outside the presently existing banks of the Salt River. Therefore, the State of Arizona hereby disclaims any claim of right, title or interest, based on the navigability of the Salt River as of February 14, 1912, to the above described real property.

19646

Page 2, DISCLAIMER, Sec. 9,10,11,14,15,16,17; T1N, R4E

The State Land Commissioner finds that no clear evidence exists to rebut the statutory presumption that any state ownership based on navigability is limited to the existing bed of the Salt River in the above reach.

DATED this 14th day of February, 1996.

STATE OF ARIZONA

By M. Hassell
M.J. Hassell
State Land Commissioner

STATE OF ARIZONA)
) s.s
COUNTY OF MARICOPA)

The foregoing Disclaimer was acknowledged before me, the undersigned Notary Public, this 14th day of February, 1996, by M.J. Hassell, State Land Commissioner, State of Arizona, for the purposes stated therein.

Joseana L. Sedillo
Notary Public

Commission expires 9/11/96

Exempt from affidavit and Filing Fee pursuant to A.R.S. § 42-1614(A)(3).

**LEGAL DESCRIPTION
SALT RIVER CHANNELIZED FLOODWAY
SECTION 14, T1N, R4E**

A parcel of land being a portion of the North half of Section 14, Township 1 North, Range 4 East of the Gila and Salt River Meridian, City of Tempe, County of Maricopa, State of Arizona being more particularly described as follows:

The existing Salt River Channel lying 15.00 feet North of and parallel with the South "Limits of Flood Control Maintenance Easement" line as shown on Sheet 2 of 2 of that certain Exhibit recorded in Book 365, page 34 of maps at the office of the Maricopa County Recorder; and 15.00 feet South of and parallel with the following described line:

Commencing at the West quarter corner of said Section 14;

Thence North 00°07'02" East along the West line of said Section 14, 1318.89 feet to the True Point of Beginning;

Thence departing said East line, South 63°33'57" East, 98.79 feet;

Thence North 85°15'12" East, 260.76 feet;

Thence North 79°36'43" East, 205.37 feet;

Thence North 74°39'01" East, 150.52 feet;

Thence North 69°29'55" East, 215.42 feet;

Thence North 64°04'00" East, 165.69 feet;

Thence North 59°33'21" East, 188.54 feet;

Thence North 54°23'43" East, 205.19 feet;

Thence North 48°21'01" East, 154.66 feet;

Thence North 47°57'19" East, 247.82 feet;

Thence North 48°41'35" East, 256.27 feet;

Thence North 48°28'25" East, 85.94 feet;

Thence North 48°23'58" East, 71.54 feet to a point on the right of way of State Route 202;

Thence continuing along said South right of way of State Route 202, South 89°59'37" East, 879.43 feet;

Thence continuing along said South right of way, South 79°52'31" East, 31.36 feet;

Thence departing said right of way, South 36°49'45" West, 99.09 feet;

Thence South 22°08'01" West, 33.96 feet;

Thence South 08°05'13" East, 23.39 feet;

Thence South 53°50'00" East, 21.94 feet;

Thence North 84°37'04" East, 31.31 feet;

Thence North 76°19'22" East, 211.87 feet;

Thence North 77°18'42" East, 146.77 feet;

Thence North 82°33'10" East, 132.56 feet;

Thence North 86°44'55" East, 112.35 feet;

Thence North 89°43'14" East, 176.05 feet;

Thence South 88°28'44" East, 188.11 feet;

Thence South 89°01'14" East, 111.04 feet;

Thence North 83°48'46" East, 132.44 feet;

Thence North 75°39'14" East, 119.24 feet;

Thence North 71°37'17" East, 245.77 feet;

Thence North 70°06'55" East, 217.41 feet;

Thence North 79°23'14" East, 104.00 feet;

Thence North 82°56'42" East, 134.01 feet;

Thence North 89°57'54" East, 223.70 feet to a point on the East line of said Section 14, said point also being the terminus of said line, and from which point the Northeast corner of said Section 14 bears North 03°41'07" West, 234.67 feet.

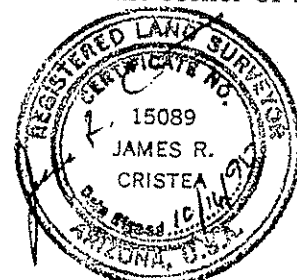
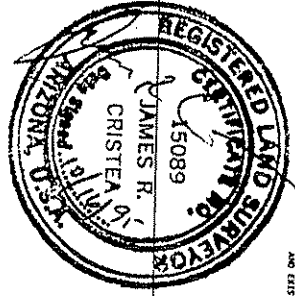
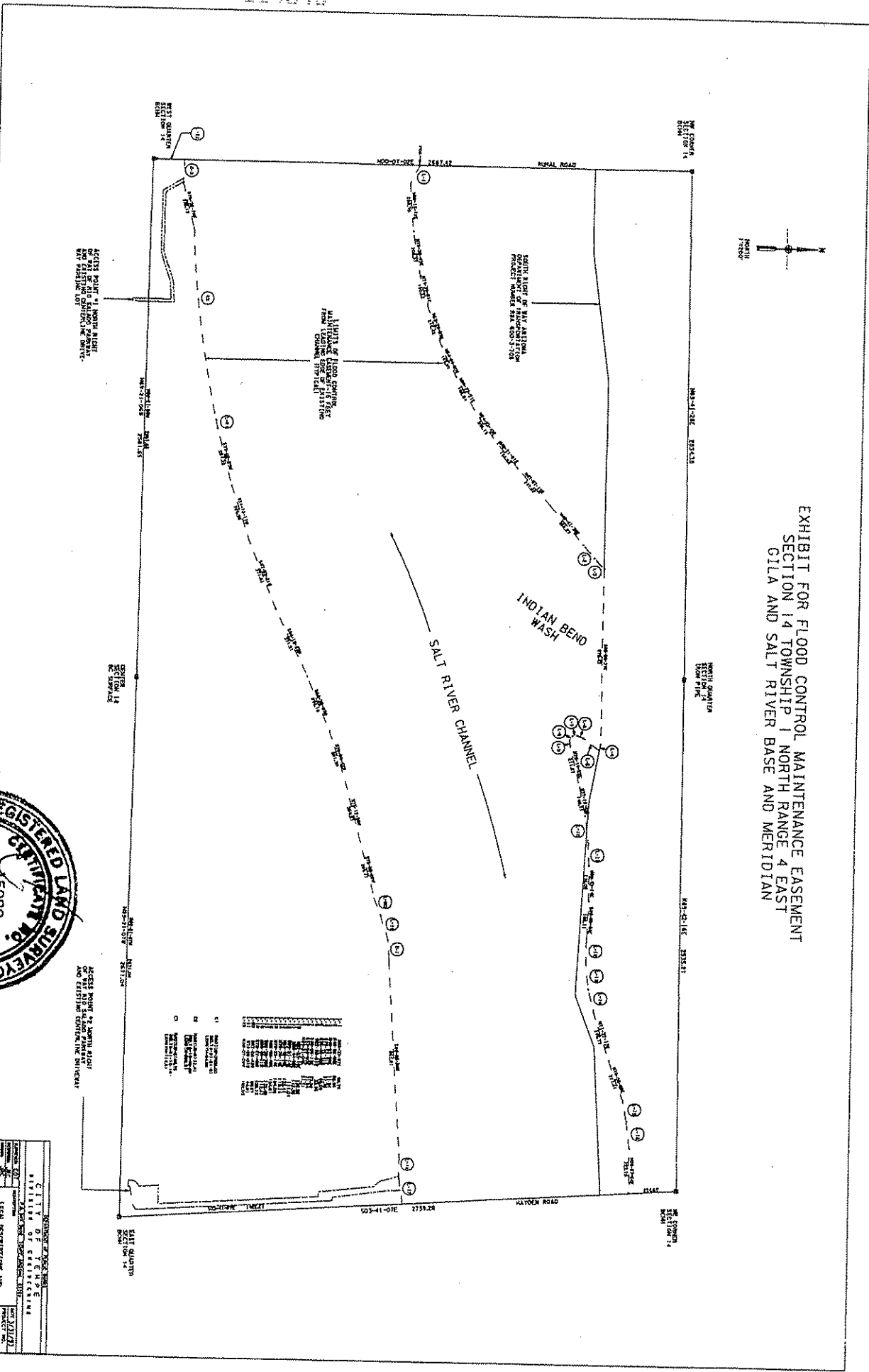


EXHIBIT FOR FLOOD CONTROL MAINTENANCE EASEMENT
 SECTION 14 TOWNSHIP 1 NORTH RANGE 4 EAST
 GILA AND SALT RIVER BASE AND MERIDIAN



SECTION 14 TOWNSHIP 1 NORTH RANGE 4 EAST GILA AND SALT RIVER BASE AND MERIDIAN	
DATE	12-11-03
BY	JAMES R. CRISTEA
FOR	CITY OF GILBERT
PROJECT	FLOOD CONTROL MAINTENANCE EASEMENT
SCALE	AS SHOWN
DATE	12-11-03
BY	JAMES R. CRISTEA
FOR	CITY OF GILBERT
PROJECT	FLOOD CONTROL MAINTENANCE EASEMENT
SCALE	AS SHOWN

EXHIBIT A-1

**LEGAL DESCRIPTION
SALT RIVER CHANNELIZED FLOODWAY
SECTION 15, TOWNSHIP 1 NORTH, RANGE 4 EAST**

A parcel of land being a portion of the North half of Section 15, Township 1 North, Range 4 East of the Gila and Salt River Meridian, City of Tempe, County of Maricopa, State of Arizona being more particularly described as follows:

The existing Salt River Channel lying 15.00 feet North of and parallel with the South "Limits of Flood Control Maintenance Easement" line and also being 15.00 feet South of and parallel with the North "Limits of Flood Control Maintenance Easement" line as shown on Sheet 5 of 5 of that certain exhibit recorded in Book 365, page 34 of Maps at the Office of the Maricopa County Recorder.

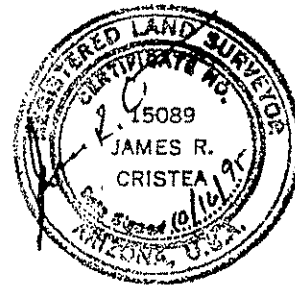
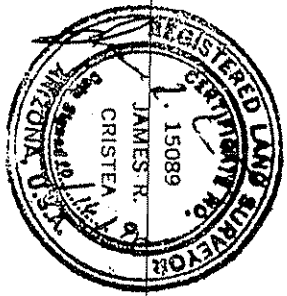
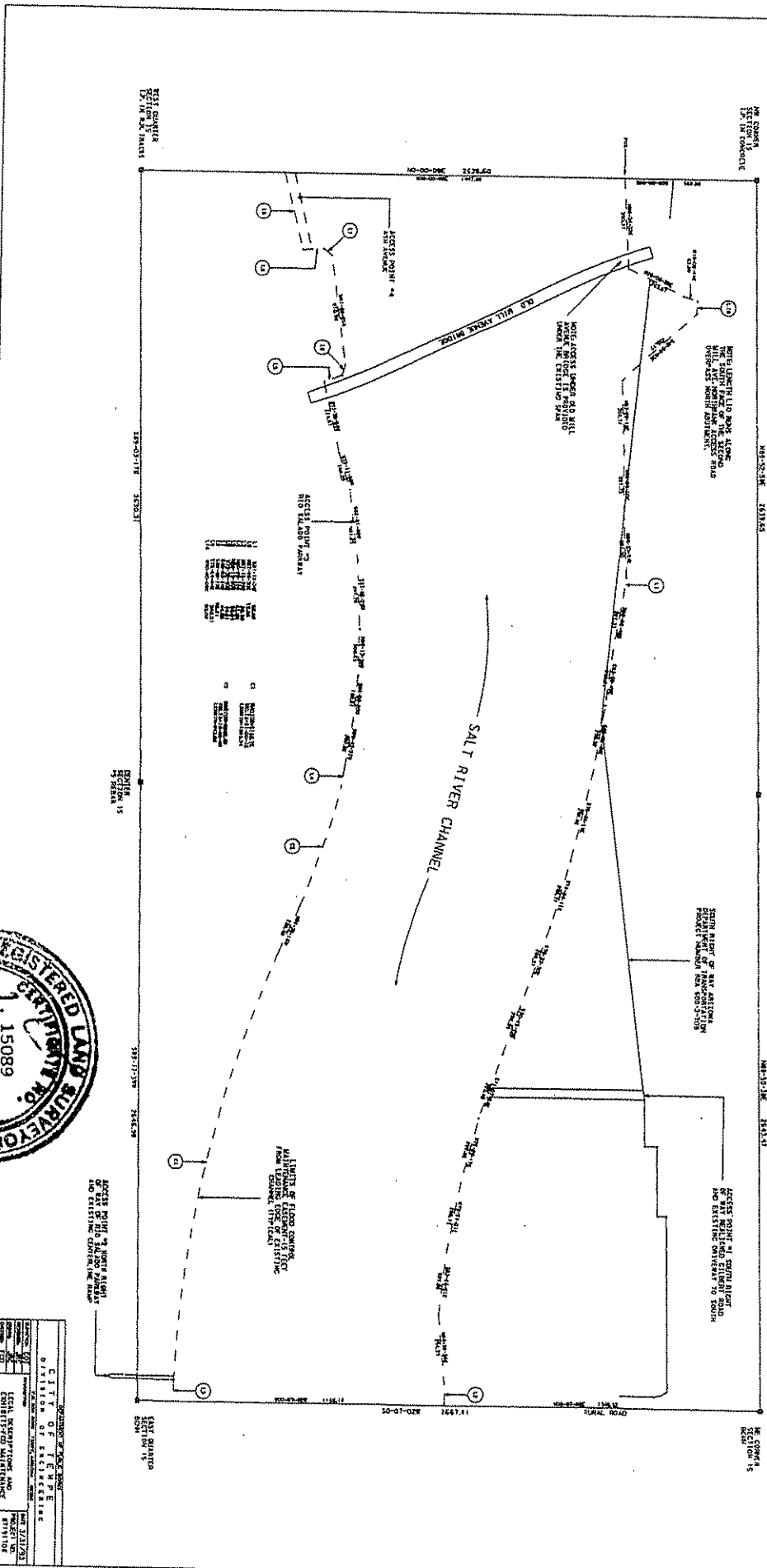




EXHIBIT FOR FLOOD CONTROL MAINTENANCE EASEMENT
SECTION 15 TOWNSHIP 1 NORTH RANGE 4 EAST
GILA AND SALT RIVER BASE AND MERIDIAN



OFFICE OF THE REGISTERED LAND SURVEYOR	
CITY OF TEMPE	
STATE OF ARIZONA	
PROJECT NO.	15089
DATE OF SURVEY	11/17/00
DATE OF RECORDING	11/17/00
PROJECT NO.	15089
DATE OF SURVEY	11/17/00
DATE OF RECORDING	11/17/00

119646

**LEGAL DESCRIPTION
SALT RIVER CHANNELIZED FLOODWAY
SECTIONS 16 AND 9, TOWNSHIP 1 NORTH, RANGE 4 EAST**

A parcel of land being a portion of the Southwest quarter of Section 9, and the North half of Section 16, Township 1 North, Range 4 East of the Gila and Salt River Meridian, City of Tempe, County of Maricopa, State of Arizona, being more particularly described as follows:

The existing Salt River Channel lying 15.00 feet North of and parallel with the South "Limits of Flood Control Maintenance Easement" line and also lying 15.00 feet South of and parallel with the North "Limits of Flood Control Maintenance Easement" line as shown on Sheet 3 of 5 of that certain exhibit recorded in Book 365, page 34 of Maps at the Office of the Maricopa County Recorder.

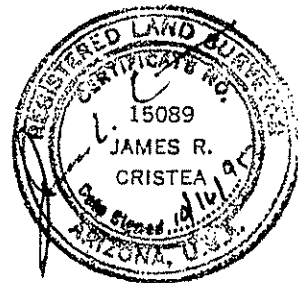
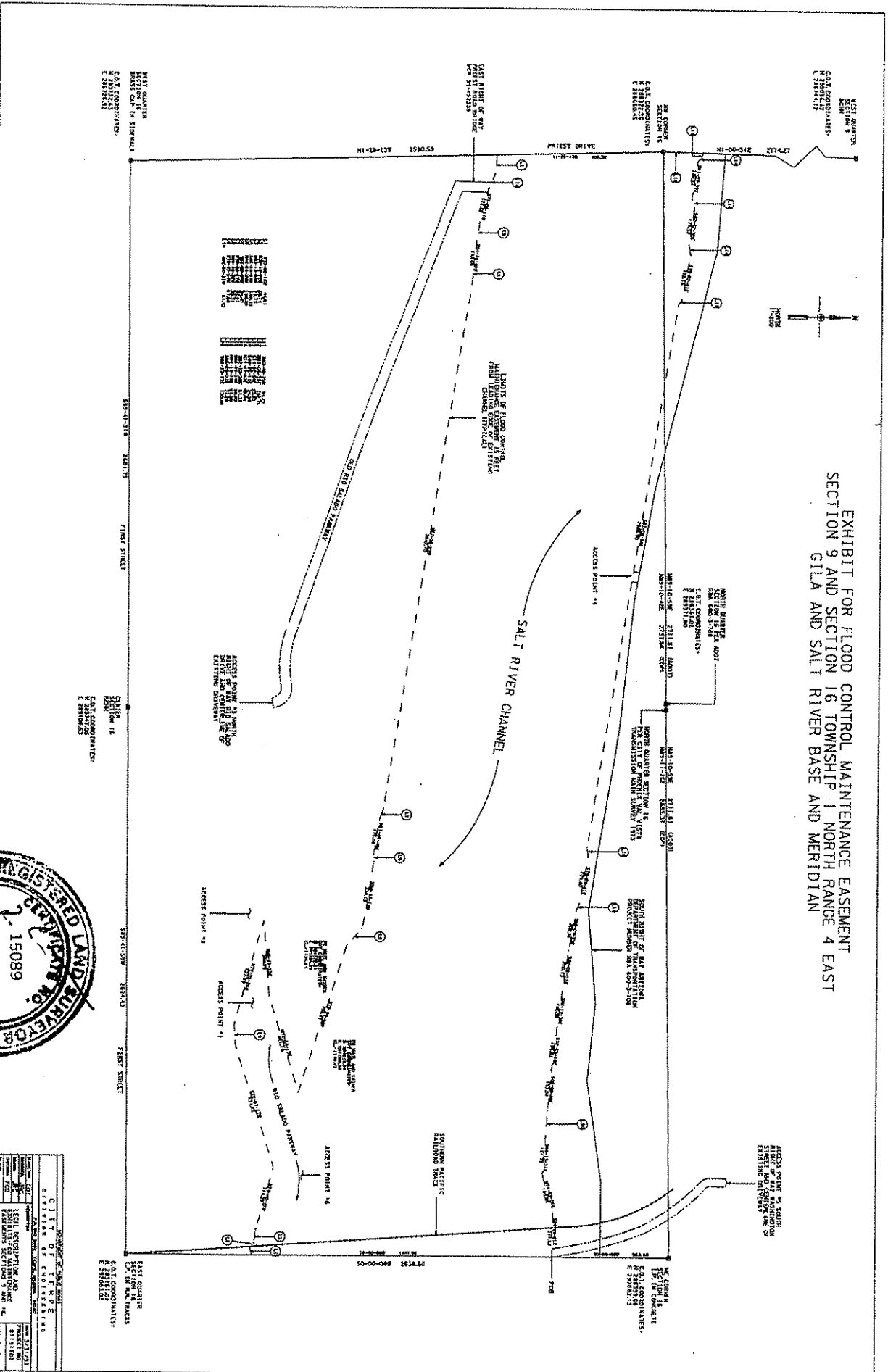


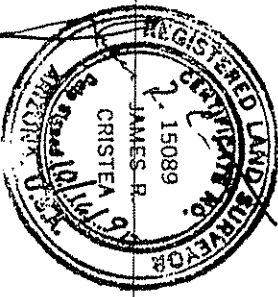
EXHIBIT FOR FLOOD CONTROL MAINTENANCE EASEMENT
SECTION 9 AND SECTION 16 TOWNSHIP 1 NORTH RANGE 4 EAST
GILA AND SALT RIVER BASE AND MERIDIAN



WEST QUARTER
SECTION 16
TOWNSHIP 1 NORTH
RANGE 4 EAST
GILA AND SALT RIVER
BASE AND MERIDIAN

WEST QUARTER
SECTION 16
TOWNSHIP 1 NORTH
RANGE 4 EAST
GILA AND SALT RIVER
BASE AND MERIDIAN

WEST QUARTER
SECTION 16
TOWNSHIP 1 NORTH
RANGE 4 EAST
GILA AND SALT RIVER
BASE AND MERIDIAN



PROPERTY INFORMATION	
OWNER	UNITED STATES OF AMERICA
PROJECT NAME	EXHIBIT FOR FLOOD CONTROL MAINTENANCE EASEMENT
DATE	NOVEMBER 14, 2007
SCALE	AS SHOWN
PROJECT NO.	15089
DATE OF SURVEY	NOVEMBER 14, 2007
DATE OF PLOTTING	NOVEMBER 14, 2007
DATE OF RECORDING	NOVEMBER 14, 2007
DATE OF EXPIRATION	NOVEMBER 14, 2012

**LEGAL DESCRIPTION
SALT RIVER CHANNELIZED FLOODWAY
SECTION 17, TOWNSHIP 1 NORTH, RANGE 4 EAST**

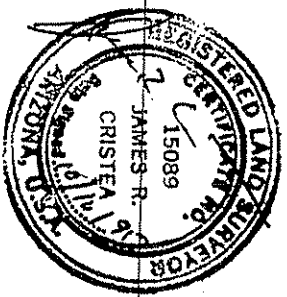
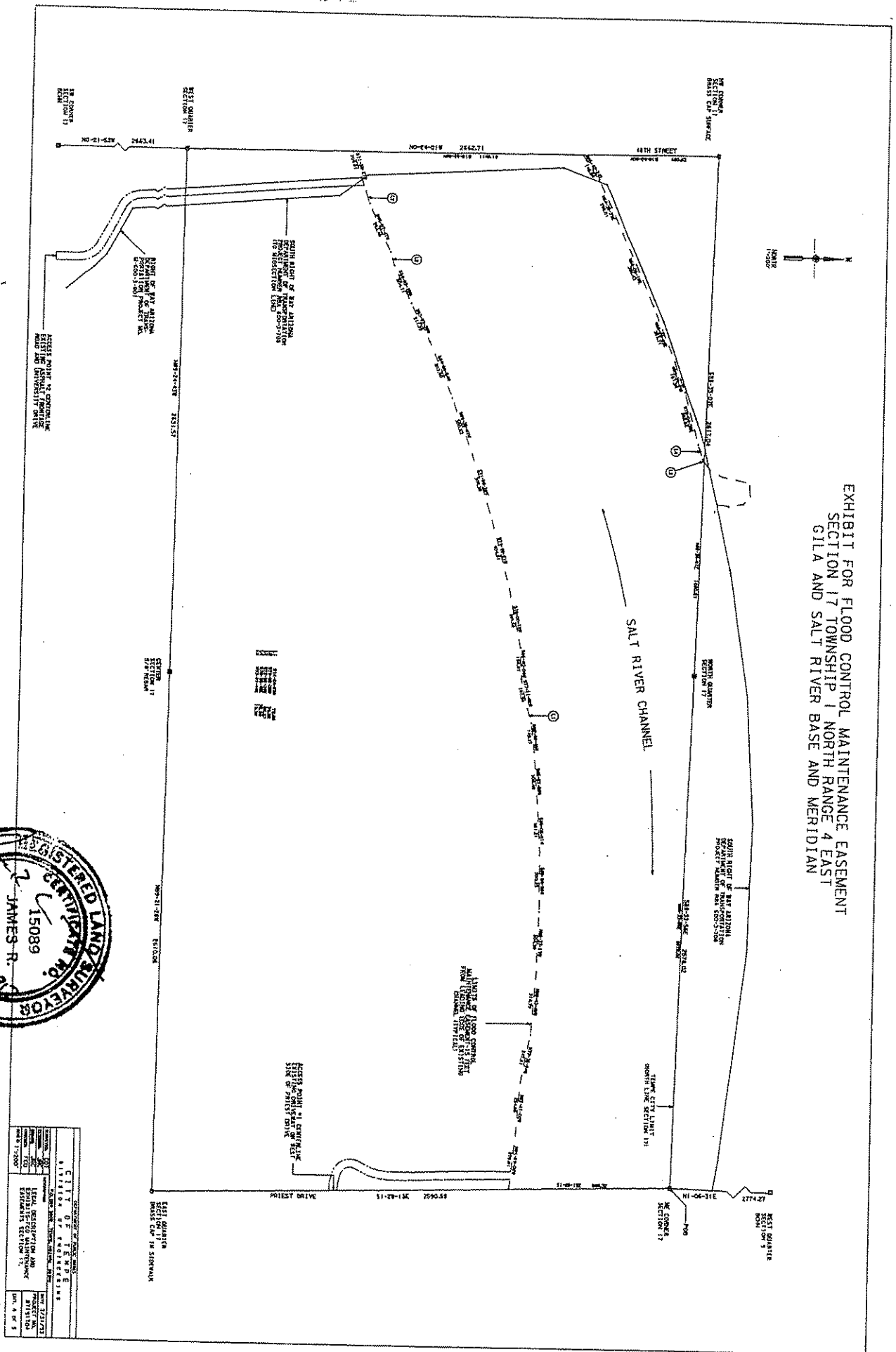
A parcel of land being a portion of the North half of Section 17, Township 1 North, Range 4 East of the Gila and Salt River Meridian, City of Tempe, County of Maricopa, State of Arizona, being more particularly described as follows:

The existing Salt River Channel lying 15.00 feet North of and parallel with the South "Limits of Flood Control Maintenance Easement" line and also lying 15.00 feet South of and parallel with the North "Limits of Flood Control Maintenance Easement" line as shown on Sheet 4 of 5 of that certain exhibit recorded in Book 365, page 34 of Maps at the Office of the Maricopa County Recorder.

Except any portion lying outside the City of Tempe.



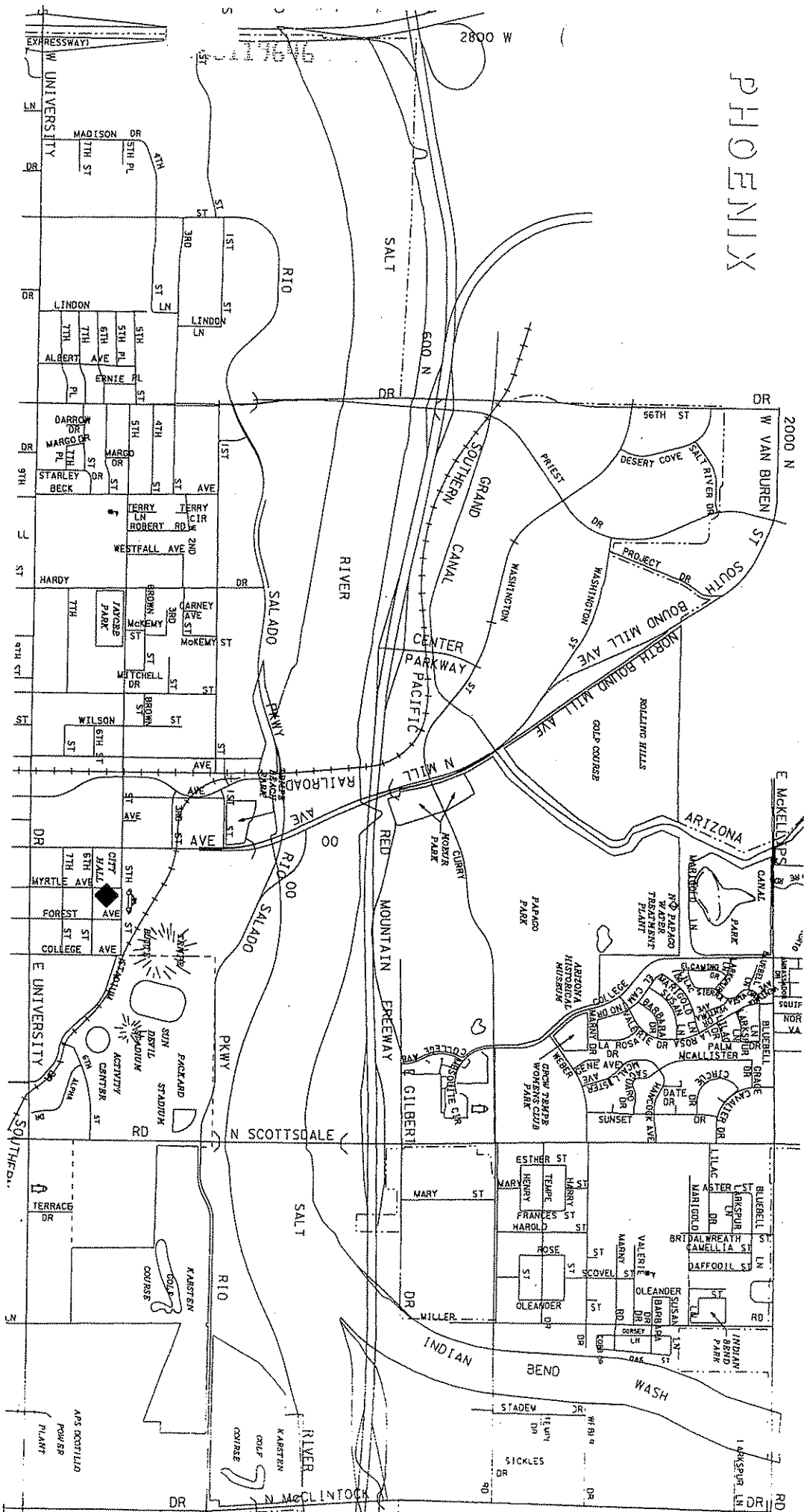
EXHIBIT FOR FLOOD CONTROL MAINTENANCE EASEMENT
 SECTION 17 TOWNSHIP 1 NORTH RANGE 4 EAST
 GILA AND SALT RIVER BASE AND MERIDIAN



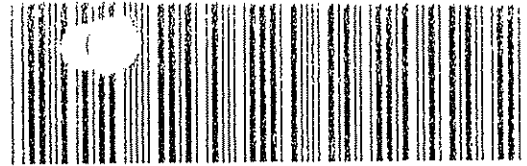
REGISTERED LAND SURVEYOR	
NAME	CRISTEA JAMES R.
NO.	15089
EXPIRES	12/31/2008
STATUS	ACTIVE
PROJECT NO.	15089
DATE	11/11/08
SCALE	AS SHOWN
SECTION	SECTION 17
TOWNSHIP	TOWNSHIP 1 NORTH
RANGE	RANGE 4 EAST
MERIDIAN	GILA AND SALT RIVER
DATE	11/11/08

EXHIBIT A-4

PHOENIX



When Recorded Mail To:
State Land Commissioner
1616 W. Adams
Phoenix, AZ 85007



OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL

93-0875472 12/14/93 04:43

PAGE 1 OF 1

STATE OF ARIZONA
STATE LAND DEPARTMENT

DISCLAIMER OF
OWNERSHIP INTEREST IN REAL PROPERTY

The State of Arizona hereby disclaims any claim of right, title or interest, based on the navigability of the Salt River as of February 14, 1912, to real property situated outside the presently existing left and right banks of the Salt River from Granite Reef Dam to the confluence with the Gila River as designated on the map attached hereto and incorporated herein. The approximate location of the existing banks of the Salt River in this reach is shown on the attached map and is based on the best information presently available to the State Land Department, which consists of recent aerial photographs of the bed and banks of the Salt River.

The State Land Commissioner, acting in accord with Section 37-1131(A), Arizona Revised Statutes, finds that no clear evidence exists to rebut the statutory presumption that any state ownership based on navigability is limited to the existing bed of the Salt River in the above reach.

DATED this 14th day of December, 1993.

STATE OF ARIZONA

By M.J. Hassell
M.J. Hassell
State Land Commissioner

STATE OF ARIZONA)
) s.s
COUNTY OF MARICOPA)

The foregoing Disclaimer was acknowledged before me, the undersigned Notary Public, this 14th day of December, 1993, by M.J. Hassell, State Land Commissioner, State of Arizona, for the purposes stated therein.

Eduick G. Duran
Notary Public

Commission expires 03-05-95

Exempt from affidavit and Filing Fee pursuant to A.R.S. § 42-1614(A)(3).

BLM GRANT PROPERTYAGREEMENT

BY THIS AGREEMENT ("Agreement") entered into as of this 29th day of November, 1990, the ARIZONA BOARD OF REGENTS for and on behalf of ARIZONA STATE UNIVERSITY ("ASU"), and the CITY OF TEMPE, a municipality incorporated under the laws of the State of Arizona ("City"), agree as follows:

RECITALS

A. Contemporaneously with the execution of this Agreement, ASU and City will enter into that Construction and Maintenance Easement (the "Easement") regarding the construction and maintenance of improvements to alter the channel of the Salt River on real property owned by ASU and described in the Easement (the "Property").

B. ASU holds a leasehold interest in certain real property adjacent to the Property that is described on attached Exhibit "A" (the "BLM Property") pursuant to the terms of that Recreation or Public Purposes Lease (the "BLM Lease") dated August 29, 1978 between ASU and the Bureau of Land Management (the "BLM").

C. City and the BLM have entered into that Right of Way Grant/Temporary Use Permit dated August 31, 1990 (the "BLM Grant"), whereby the BLM granted City certain rights in a portion of the BLM Property (the "BLM Grant Property") regarding the channelization of the Salt River.

D. City and ASU desire to clarify certain aspects of City's rights with respect to the BLM Grant Property, and to set forth City's responsibilities to ASU with respect to the exercise of such rights, as provided in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein and in the Easement and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1. Purpose of the BLM Grant. City acknowledges and agrees that the BLM Grant was entered into in order to permit City to construct, at City's sole expense, improvements that will alter the channel of the Salt River ("Channel Improvements") in accordance with those plans and specifications described as Rio Salado Park Salt River Channelization - Hardy Drive to McClintock Drive, 100% Submittal, dated August 20, 1990, Addendum Number 3, dated September 14, 1990, approved by City Engineer and Chief Engineer Flood Control on August 29, 1990, and prepared by CRSS, Inc. (the "Plans") on the BLM Grant Property.

2. BLM Grant Property.

(a) Notwithstanding the legal description contained in the BLM Grant, City acknowledges and agrees that the BLM Grant Property

is intended to be that real property described on attached Exhibit "B" and that all rights granted to City under the BLM Grant shall only apply to such property. City and ASU shall cooperate with each other to obtain an amendment to the BLM Grant acknowledging that the BLM Grant Property is that property described on attached Exhibit "B" and depicted on attached Exhibit "B-1".

(b) City agrees that ASU shall have the right to backfill all or any portion of the BLM Grant Property located south of the south edge of the Top of the South Levee (as defined in the Plans). As ASU backfills such portion of the BLM Grant Property, the southern boundary of the BLM Grant Property shall be automatically moved north so that such southern boundary is eighteen (18) feet south of the toe of the slope of the south edge of the Top of the South Levee. If on any portion of the BLM Grant Property ASU backfills to the south edge of the Top of the South Levee, the southern boundary of the BLM Grant Property shall automatically be 18 feet south of the south edge of the Top of the South Levee. Although any redefinition of the boundary of the BLM Grant Property pursuant to this subparagraph (b) shall be effective without further action by the parties, upon the request of ASU, the parties shall execute and deliver an amendment to this Agreement indicating the new boundary line of the BLM Grant Property. The parties further agree to cooperate with each other to obtain (i) an amendment to the BLM Grant incorporating the boundary adjustment provisions of this subparagraph (b) and (ii) such further amendment(s) as either party may request to acknowledge any adjustment of the boundary line as provided herein.

3. Construction Standards.

(a) The construction of the Channel Improvements by City shall be performed in a good and workmanlike manner, in compliance with all applicable laws, regulations and codes, (including all required licenses and permits) and in accordance with the Plans. City shall have no right to amend or alter the Plans without the prior written consent of ASU, which shall not be unreasonably withheld, and shall have no right to construct or install any improvements on the BLM Grant Property other than the Channel Improvements.

(b) City shall obtain in its own name and at its sole cost and expense any and all licenses, permits (including, without limitation, all necessary Section 404 permits) and approvals required to construct or maintain the Channel Improvements and shall upon the request of ASU, provide ASU with copies of all permits, licenses and approvals. If any license, permit or approval or any condition or stipulation thereto could potentially negatively impact ASU, ASU shall have the prior right to approve such license, permit, approval, condition or stipulation. Notwithstanding any approval by ASU, City shall be solely responsible for the performance of all obligations under all licenses, permits, approvals, conditions and

stipulations and ASU shall have no obligations under any licenses, permits, approvals, conditions or stipulations whatsoever.

(c) The construction of the Channel Improvements shall be performed in a manner that will not damage the improvements made by ASU on the BLM Adjacent Property (defined below). To the extent City permits the Arizona Department of Transportation or any independent contractor to construct the Channel Improvements, City shall make every effort to cause the construction of the Channel Improvements to be diligently pursued to completion.

(d) The Channel Improvements shall be constructed to have a capacity to contain a 100 year flood (215,000 cfs), plus 4 feet of freeboard. City represents and warrants to ASU that upon completion of the Channel Improvements that portion of the BLM Property described on attached Exhibit "C" and depicted on attached Exhibit "C-1" (the "BLM Adjacent Property") will be outside of the 100 year flood plain. Upon completion of the Channel Improvements, City shall cause the Federal Emergency Management Agency maps to be amended to reflect the fact that the BLM Adjacent Property is outside of the 100 year flood plain. City agrees that all river bottom materials extracted from the BLM Grant Property in connection with the construction of the Channel Improvements shall be used solely to backfill the BLM Adjacent Property, as directed by ASU, or to provide flood protection for the BLM Adjacent Property.

4. Construction Access. ASU and City shall cooperate with each other in order to obtain an amendment to the BLM Grant that, during the construction of the Channel Improvements, would permit the City to cross the BLM Adjacent Property for purposes of ingress and egress to and from the BLM Property in connection with construction of the Channel Improvements. ASU consents to such rights provided that (i) City shall not disturb any existing or future improvements on the BLM Adjacent Property, (ii) upon completion of the Channel Improvements, City shall restore the surface of the BLM Adjacent Property to the state existing as of the date of this Agreement, (iii) City shall not unreasonably interfere with ASU's use of the BLM Adjacent Property, and (iv) any right of City to cross the BLM Adjacent Property for purposes of ingress and egress to and from the BLM Grant Property shall terminate immediately upon completion of the Channel Improvements and City shall execute and deliver any documents required by ASU evidencing such termination.

5. Prior Rights. City shall have no right to engage in or permit any act that would be contrary to or inconsistent with the BLM Lease or any rights or reservations of third parties relating to the BLM Grant Property. ASU makes no representations or warranties as to the condition of title to the BLM Grant Property or ASU's right to enter into this Agreement. This Agreement is intended only to clarify City's rights with respect to the BLM Grant Property and shall in no event be construed to grant any rights in violation of the BLM Lease or federal law. City acknowledges that ASU is attempting to acquire title to a portion of the BLM Grant Property and release a portion of the BLM Grant Property from the BLM Lease. Upon request by ASU, City shall execute, acknowledge and

deliver any documents or instruments deemed necessary by ASU in connection with any such acquisition or release.

6. Insurance. City shall cause the insurance required pursuant to Section 6 of the Easement to be maintained with respect to the BLM Grant Property.

7. Bonds. City shall cause the bonds required pursuant to Section 7 of the Easement to be obtained with respect to the BLM Grant Property.

8. No Liens. City shall cause any lien filed against the BLM Grant Property or the BLM Adjacent Property, in connection with the construction or maintenance of the Channel Improvements, to be discharged in the manner described in Section 8 of the Easement.

9. Maintenance. City shall, at its sole expense, maintain the Channel Improvements in good condition and in compliance with all laws, statutes, ordinances, orders, codes, rules, regulations and requirements, including without limitation all environmental laws and all required licenses and permits, of all municipal, county, state, federal and other applicable governmental authorities.

10. Environmental Conditions. ASU and City recognize that due to the uncertain and unknown nature of former activities on the BLM Grant Property by third persons, including without limitation the potential past disposal of hazardous substances or other industrial wastes and the proximity of the BLM Grant Property to the federal South Indian Bend Wash Superfund Site, "environmental conditions" may exist or have existed in the past on the BLM Grant Property. For purposes of this Agreement the term "environmental conditions" shall mean any condition with respect to soil, ambient air, surface waters, groundwaters or other waters of the United States or the State of Arizona on the BLM Grant Property which could require remedial action and/or may result in claims, demands and/or liabilities to third parties including, without limitation, governmental entities. If at any time after the date of this Agreement, including without limitation during the course of construction or maintenance of the Channel Improvements, City becomes aware of any environmental condition on the BLM Grant Property, City shall cease all work hereunder and shall within 24 hours thereafter notify ASU in writing of such environmental condition. Upon receiving such notice, ASU shall be entitled to take whatever actions ASU deems appropriate in order to avoid or minimize any liability of ASU that could arise as a result of the environmental condition. City shall reasonably cooperate with ASU in dealing with such environmental condition, which cooperation may include, without limitation, altering or suspending the construction of the Channel Improvements. City shall have no responsibility for the remediation of the environmental condition, except to the extent the environmental condition is caused, permitted, suffered or aggravated by City. Nothing contained herein shall be construed as an assumption of liability by ASU resulting from any environmental condition on the BLM Grant Property. City represents and warrants to ASU that City is not aware of any environmental condition on any portion of the BLM Grant Property as of the date of this Agreement.

11. Indemnity. City shall defend, protect and indemnify ASU, its successors and assigns, against all claims and all costs, expenses and

liabilities (including, without limitation, reasonable attorneys' fees) arising as a result of any activity, work or occurrence performed, permitted or suffered by City on or about the BLM Grant Property or the BLM Adjacent Property, any violation of the BLM Lease or the existing rights and reservations described in Section 5 and any other default under this Agreement by City, excluding any costs, expenses and liabilities relating to environmental conditions for which City is not responsible pursuant to the terms of Section 10.

12. Notices. All notices, demands, requests, consents and approvals which may, or are required to, be given by any party to any other party hereunder, or by law, shall be given in the manner and to the addresses described in Section 15 of the Easement.

13. Assignment. Notwithstanding that City may permit certain other parties to exercise its rights and perform its obligations hereunder, City shall remain fully liable to ASU hereunder.

14. Attorneys' Fees. In the event either party hereto finds it necessary to bring an action at law or other proceeding against the other party to enforce any of the terms, covenants or conditions hereof or any instrument executed pursuant to this Agreement, or by reason of any breach or default hereunder or thereunder, the party prevailing in any such action or proceeding shall be paid all costs and reasonable attorneys' fees by the other party, and in the event any judgment is secured by such prevailing party all such costs and attorneys' fees shall be included in any such judgment. The reasonableness of such costs and attorneys' fees shall be determined by the court and not the jury.

15. Amendment. The terms and provisions of this Agreement may be amended, modified or canceled, in whole or in part, only by an instrument in writing executed by City and ASU or ASU's successors or assigns.

16. Governing Law. This Agreement, its construction, validity and effect, shall be governed and construed by and in accordance with the laws of the State of Arizona.

17. No Partnership. It is understood and agreed between the parties hereto that nothing herein contained shall be deemed, held or construed as the creation of a partnership or joint venture as between the parties hereto.

18. Incorporation of Exhibits. All exhibits attached hereto are by this reference incorporated herein as though set forth in full.

19. Captions. The captions and headings of the various sections of this Agreement are for convenience and identification only, and shall not be deemed to limit or define the contents of the respective sections.

20. Partial Validity. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any of the other provisions hereof.

21. Conflict of Interest. The parties acknowledge that this Agreement is subject to and may be canceled in accordance with the provisions of Section 38-511, Arizona Revised Statutes.

22. Arbitration. In the event of a dispute under this Agreement, the parties agree to use arbitration to the extent required by Sections 12-1518 and 12-133, Arizona Revised Statutes, and rules promulgated thereunder.

23. Nondiscrimination. The parties agree to comply at all times with all applicable state and federal laws, rules, regulations and executive orders governing equal employment opportunity, immigration, nondiscrimination and affirmative action.

24. Failure of Legislature to appropriate. The parties agree that notwithstanding any provision of this Agreement to the contrary, if performance under this Agreement by ASU shall ever be dependent upon the appropriation of funds by the State Legislature of Arizona (the "Legislature"), and if the Legislature should fail to appropriate the necessary funds for such performance, then, by written notice to City, ASU may cancel this Agreement and have no further duty or obligation to City hereunder. City recognizes and understands that appropriation is a legislative act and is beyond the control of ASU.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first set forth above.

ARIZONA BOARD OF REGENTS for and on behalf of ARIZONA STATE UNIVERSITY

By Victor Zafra
Victor Zafra
Vice President for Business Affairs
Arizona State University

CITY OF TEMPE,
a municipal corporation

By Harry E. Mitchell
Mayor

ATTEST:

Helen R. Fowler
City Clerk

THE FOREGOING AGREEMENT IS APPROVED FOR CITY AS TO FORM:

By C. Brad Woodford
City Attorney

STATE OF ARIZONA)
County of Maricopa) ss.

The foregoing instrument was acknowledged before me this 30th day of November, 1990, by Harry E Mitchell and Helen R Fowler, the Mayor and City Clerk, respectively, of the CITY OF TEMPE.

Kay E Pederson
Notary Public

My commission expires:

My Commission Expires May 31, 1993

STATE OF ARIZONA)
County of Maricopa) ss.

The foregoing instrument was acknowledged before me this 7th day of December, 1990, by VICTOR ZAFRA, the Vice President for Business Affairs of Arizona State University on behalf of the ARIZONA BOARD OF REGENTS.

Beth Anne DeShoff
Notary Public

My commission expires:

My Commission Expires Aug. 4, 1993

EXHIBIT "A"

The BLM Property

The Southwest Quarter of the Northwest Quarter of Section 14, Township 1 North, Range 4 East, of the Gila and Salt River Meridian, Maricopa County, Arizona.

(Page 1 of 1)

EXHIBIT "B"

BLM Grant Property

That part of the Southwest Quarter of the Northwest Quarter of Section 14, Township 1 North, Range 4 East, of the Gila and Salt River Meridian, Maricopa County, Arizona, described as follows:

Commencing at the West Quarter corner of said Section 14;
thence North 00° 07' 01" East along the west line of the Northwest Quarter of said Section 14, a distance of 45.14 feet to the POINT OF BEGINNING;
thence continuing North 00° 07' 01" East along said west line, a distance of 1,288.57 feet to the northwest corner of said Southwest Quarter of the Northwest Quarter;
thence South 89° 49' 34" East along the north line of said Southwest Quarter of the Northwest Quarter, a distance of 1,279.10 feet to the northeast corner of said Southwest Quarter of the Northwest Quarter;
thence South 00° 22' 49" East along the east line of said Southwest Quarter of the Northwest Quarter, a distance of 1,130.82 feet;
thence South 56° 14' 13" West, a distance of 39.79 feet;
thence North 77° 15' 06" West, a distance of 226.59 feet;
thence South 83° 15' 27" West, a distance of 204.41 feet;
thence South 79° 32' 54" West, a distance of 209.48 feet;
thence South 86° 39' 58" West, a distance of 206.35 feet;
thence South 79° 03' 47" West, a distance of 210.83 feet;
thence South 72° 21' 39" West, a distance of 223.66 feet to the POINT OF BEGINNING.

Containing 34.4709 acres

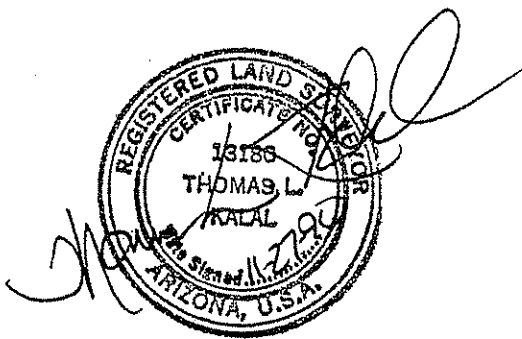
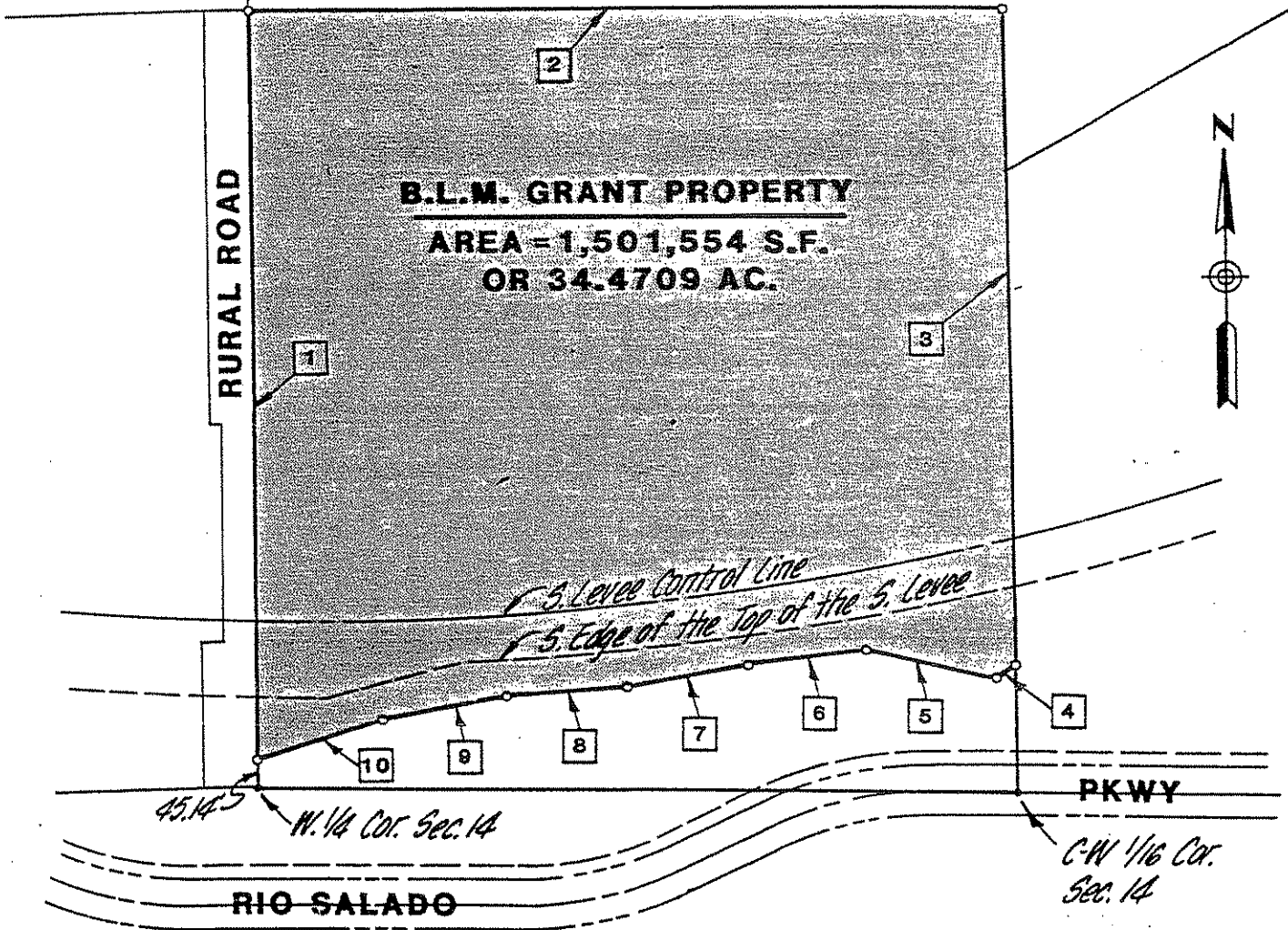


Exhibit "B"
(Page 1 of 1)



EXHIBIT "B-1"

B.L.M. Grant Property



LINE TABLE

<input type="checkbox"/> No.	Bearing	Distance
1	N. 00-07-01 E.	1288.57'
2	S. 89-49-34 E.	1279.10'
3	S. 00-22-49 E.	1130.82'
4	S. 56-14-13 W.	39.79'
5	N. 77-15-06 W.	226.59'
6	S. 83-15-27 W.	204.41'
7	S. 79-32-54 W.	209.48'
8	S. 86-39-58 W.	206.35'
9	S. 79-03-47 W.	210.83'
10	S. 72-21-39 W.	223.66'

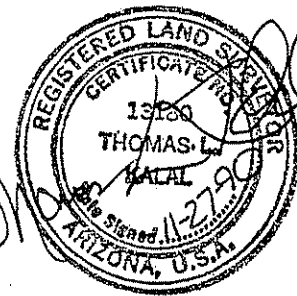


EXHIBIT "B-1"

JOHANNESSEN & GIRARD
 CONSULTING ENGINEERS INC.
 PHOENIX, ARIZONA

EXHIBIT "C"

BLM Adjacent Property

That part of the Southwest Quarter of the Northwest Quarter of Section 14, Township 1 North, Range 4 East, of the Gila and Salt River Meridian, Maricopa County, Arizona, described as follows:

BEGINNING at the West Quarter corner of said Section 14;
thence North 00° 07' 01" East along the west line of said Southwest Quarter, a distance of 152.03 feet to a point on a non-tangent curve from which the radius bears North 01° 24' 33" East, a distance of 5,165.75 feet;
thence easterly along said curve, through a central angle of 01° 16' 16", a distance of 114.61 feet to a point of non-tangency;
thence North 75° 30' 29" East, a distance of 235.12 feet to a point on a non-tangent curve from which the radius bears North 02° 24' 47" West, a distance of 5,111.41 feet;
thence northeasterly along said curve, through a central angle of 10° 42' 58", a distance of 956.01 feet to the east line of said Southwest Quarter of the Northwest Quarter;
thence South 00° 22' 49" East along said east line, a distance of 353.01 feet to the southeast corner of said Southwest Quarter of the Northwest Quarter;
thence North 89° 21' 07" West along the south line of said Southwest Quarter of the Northwest Quarter, a distance of 1,290.82 feet to the POINT OF BEGINNING.

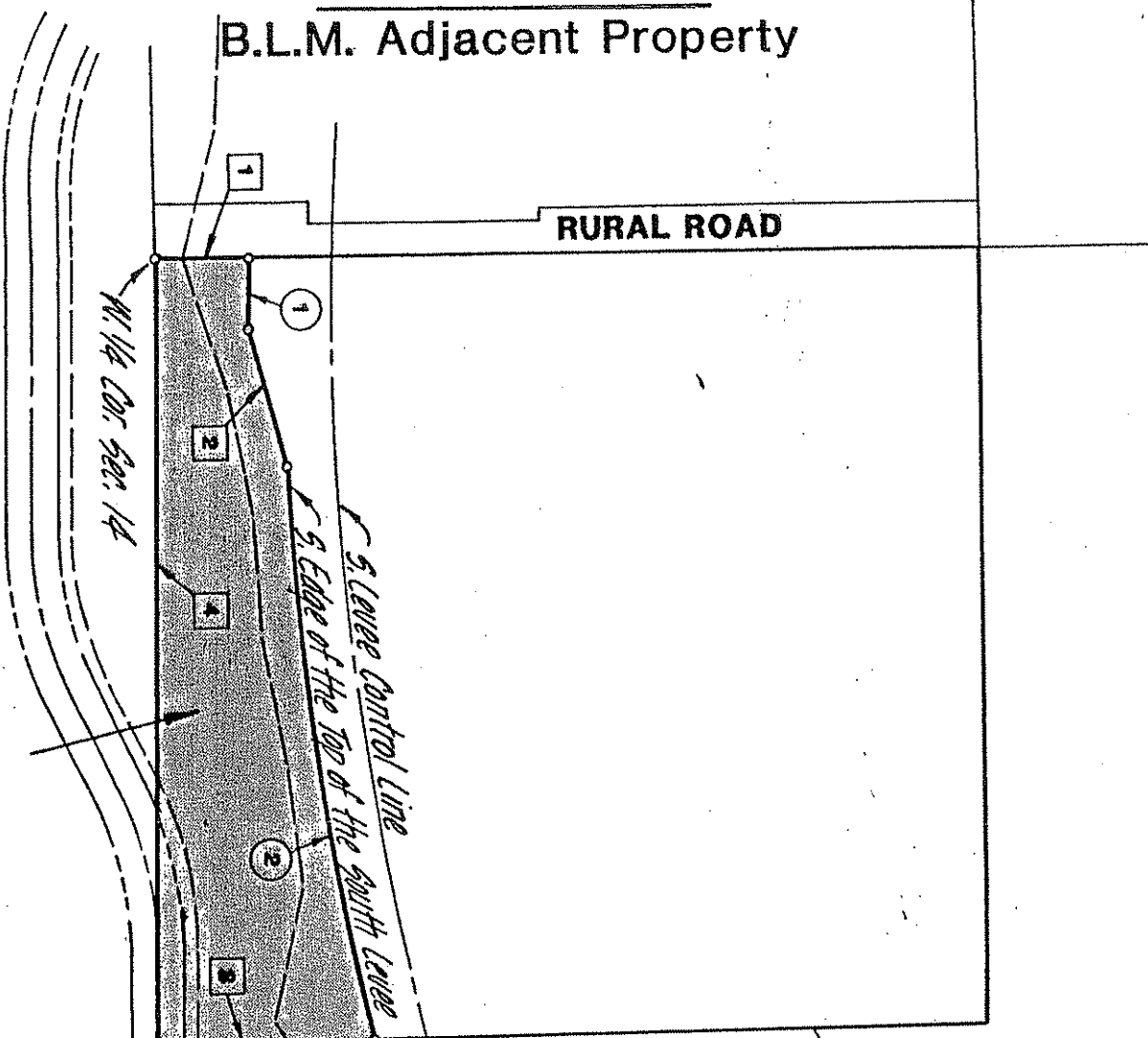
Containing 7.1832 Acres





EXHIBIT "C-1"

B.L.M. Adjacent Property



B.L.M. ADJACENT PROPERTY

**AREA = 312,898 S.F.
OR 7.1832 AC.**

RIO SALADO PKWY

No.

Bearing

Distance

- 1 N. 00-07-01 E. 152.03'
- 2 N. 75-30-29 E. 235.12'
- 3 S. 00-22-49 E. 353.01'
- 4 N. 89-21-07 W. 1290.82'

No.

Δ

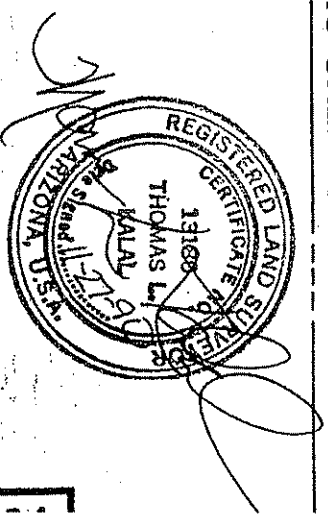
R

L

T

- 1 01-16-16 5165.75' 114.61' 57.31'
- 2 10-42-58 5111.41' 956.01' 479.40'

CURVE TABLE



A. G. Contract No. KR90-0643-TRD
ECS File: JPA-89-155
Tempe File:
District File: IGA-FC90008
Project: 2021MA151/H0861 01C
Section: Salt River Channelization
SPRRTC Bridge to
McClintock Drive

INTERGOVERNMENTAL AGREEMENT

AMONG
THE STATE OF ARIZONA,
CITY OF TEMPE
AND
FLOOD CONTROL DISTRICT OF MARICOPA COUNTY

THIS AGREEMENT is entered into October 11, 1990,
pursuant to Arizona Revised Statutes, Sections 11-951 through
11-954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "STATE"), the
CITY OF TEMPE, acting by and through its City Council (the
"CITY") and the FLOOD CONTROL DISTRICT OF MARICOPA COUNTY,
acting by and through its Board of Directors (the "DISTRICT").

I. RECITALS

1. The STATE is empowered by Arizona Revised Statutes
Section 28-108 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the STATE.

2. The CITY is empowered by Arizona Revised Statutes
Section 48-572 and CITY Charter Section 103 to enter into this
agreement and has by resolution, a copy of which is attached
hereto and made a part hereof, resolved to enter into this
agreement and has authorized the undersigned to execute this
agreement on behalf of the CITY.

3. The DISTRICT is empowered by Arizona Revised Statutes
Section 48-3603 to enter into this agreement and has authorized
the undersigned to execute this agreement on behalf of the
DISTRICT.

*What Does Flood
Control Mean
for Lake?*

NO. <u>15240</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>10/11/90</u>
<u>Jim Shumway</u> Secretary of State
By <u>Vinny J. Greenwood</u>

4. The CITY and the DISTRICT desire to improve the Salt River specifically between the railroad bridge (west of Mill Avenue) and McClintock Drive, hereinafter referred to as the Project. Incident to the Project, the STATE desires to acquire the borrow necessary for the construction of the East Papago Freeway (SR 202L), in the vicinity of Priest Drive to Indian Bend Wash.

5. A separate agreement, Intergovernmental Agreement No. FCD-89025, dated 2 February 1990, between the CITY and the DISTRICT defines responsibilities for the Project design and future operation and maintenance of the Project.

6. Based on Geotechnical analysis by the CITY, no known landfill deposits are within the rights of way proposed for channel construction.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The CITY will:

a. Provide design plans, specifications and such other documents necessary for the construction of the Project, all in accordance with STATE standards and compatible with STATE format, at least 30 days prior to bid advertisement. Incorporate STATE and DISTRICT review comments.

b. Obtain all necessary right of way, and grant necessary rights of entry prior to the start of construction. Certify to the STATE and to the DISTRICT, prior to advertising, that all rights of way and easements are controlled by the CITY for construction of the Project. Said rights of way and easements shall be provided by the CITY to the DISTRICT and the STATE at no cost.

c. Provide necessary environmental or geotechnical analyses and permits required to acquire the project rights of way and construct the Project. All costs associated with obtaining the necessary environmental permit(s) and all costs associated with the implementation and continuing maintenance of any mitigation plan required to obtain the permit(s) will be the responsibility of the CITY.

d. Prior to construction bid advertisement, coordinate and obtain for the STATE all necessary permits for construction, at no cost to the STATE.

e. Be responsible for coordinating the relocation of utilities that are determined to be in conflict with the Project. The cost for these relocations will be considered as part of the total Project costs using District utility relocation policies.

f. Be responsible for any construction contractor claims for extra compensation due to delays or whatever reason attributable to the CITY.

g. Monitor construction of the Channel; inspect and approve the completed facility.

h. Provide final mitigation plans associated with this Project to the DISTRICT for review and approval for hydraulic compatibility with the Project. Mitigation areas for this Project may be located within other segments of the Salt River channel.

i. Be responsible for all costs associated with any landscaping and other aesthetic treatments within the Project.

2. The STATE will:

a. Review the CITY design plans and provide comments. Incorporate the CITY's plans for the Project into STATE's project for the construction of segment five of the East Papago Freeway.

b. Participate in the cost of the Project in the amount of \$5,670,000. The STATE shall invoice the DISTRICT quarterly for reimbursement of construction costs related to the Project in excess of \$5,670,000.

c. Call for bids and award one or more construction contracts for the Project. Administer same and make all payments to the contractor.

d. Obtain written concurrence from the CITY and the DISTRICT prior to executing any construction change orders or supplemental agreements which will substantially alter the Project plans or specifications or will result in additional cost of the Project over and above the initial contract amount(s).

e. Upon completion, and upon written approval of the CITY and the DISTRICT, accept the Project on behalf of the parties hereto.

f. Be responsible for any contractor claims for extra compensation due to delays or whatever reason attributable to the STATE.

3. The DISTRICT will:

a. Review the CITY design plans and specifications and provide comments.

b. Monitor construction of the Project. The DISTRICT will inspect and approve the completed facility.

c. If certain areas of the Project are not available for the acquisition of the borrow, allow other means for the STATE to obtain the borrow within the Project limits, including excavating below the proposed finish grade of the channel.

d. Upon completion and acceptance of the Project, maintain the flood control features of the Project after receiving all necessary easements from the CITY.

e. Within thirty days after receipt of an approved invoice, reimburse the STATE for any costs of the Project over \$5,670,000, plus engineering and construction administration, at a rate of 3.5% for the total Project cost.

f. Be responsible for any contractor claims for extra compensation due to delays or whatever reason attributable to DISTRICT.

g. Review for approval of hydraulic compatibility with the channel conveyance, the CITY final mitigation plans associated with the Project. After all comments have been addressed, the DISTRICT shall approve in writing the final mitigation plans.

h. Be responsible for the cost for the relocation of other utilities determined to be in conflict with the Project channelization, which are not relocated as part of a STATE construction contract for the Project.

III. MISCELLANEOUS PROVISIONS

1. The DISTRICT agrees to indemnify and save harmless the STATE and CITY or any of their departments, agencies, officers or employees, from and against all loss, expense, damage or claim of any nature whatsoever which is caused by any activity, condition or event arising out of the performance or non-performance by the DISTRICT of any of the provisions of this Agreement. The STATE and CITY shall in all instances be

indemnified against all liability, losses and damages of any nature for or on account of any injuries to, or death of persons, or damages to or destruction of property arising out of, or in any way connected with the DISTRICT's performance or non-performance of this Agreement, except such injury or damage as shall have been occasioned by the negligence of the STATE or CITY. The above cost of damages incurred by the STATE or CITY or any of their departments, agencies, officers or employees, shall include in the event of an action, court costs, expenses for litigation and reasonable attorney's fees.

2. The STATE agrees to indemnify and save harmless the DISTRICT and CITY or any of their departments, agencies, officers or employees, from and against all loss, expense, damage or claim of any nature whatsoever which is caused by any activity, condition or event arising out of the performance or non-performance by the STATE of any of the provisions of this Agreement. The DISTRICT and CITY shall in all instances be indemnified against all liability, losses and damages of any nature for or on account of any injuries to, or death of persons, or damages to or destruction of property arising out of or in any way connected with the STATE's performance or non-performance of this Agreement, except such injury or damage as shall have been occasioned by the negligence of the DISTRICT or CITY. The above cost of damages incurred by the DISTRICT or CITY or any of their departments, agencies, officers or employees, shall include in the event of an action, court costs, expenses for litigation and reasonable attorney's fees.

3. CITY agrees to indemnify and save harmless the DISTRICT and the STATE or any of their departments, agencies, officers or employees, from and against all loss, expense, damage or claim of any nature whatsoever which is caused by any activity, condition or event arising out of the performance or non-performance by CITY of any of the provisions of this Agreement. The DISTRICT and the STATE shall in all instances be indemnified against all liability, losses and damages of any nature for or on account of any injuries to, or death of persons, or damages to or destruction of property arising out of or in any way connected with the CITY's performance or non-performance of this Agreement, except such injury or damage as shall have been occasioned by the negligence of the DISTRICT or the STATE. The above cost of damages incurred by the DISTRICT or the STATE or any of their departments, agencies, officers or employees, shall include in the event of an action, court costs, expenses for litigation and reasonable attorney's fees.

4. If unsuitable borrow is encountered during construction of the Project, the removal of said borrow will be

considered incident to the construction, if the removal and disposal cost is estimated to be less than \$100,000. If the cost for removal of the unsuitable borrow exceeds \$100,000, the CITY and DISTRICT may negotiate additional cost responsibility over the \$100,000, or request the STATE to stop work in the areas of unsuitable borrow.

5. This agreement shall remain in force and effect until completion of said Project; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other parties. Upon mutual written agreement of all parties, the agreement may be amended.

6. This agreement shall become effective upon filing with the Secretary of STATE.

7. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

8. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

9. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518 (B) and (C).

10. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Engineering Consultants Services
205 South 17 Avenue, Room 118E
Phoenix, AZ 85007

City of Tempe
City Manager
PO Box 5002
Tempe, AZ 85280

Flood Control District of Maricopa County
Planning and Project Management
3335 West Durango Street
Phoenix, AZ 85009

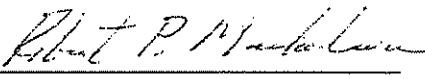
11. Attached hereto and incorporated herein is a copy of the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

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

CITY OF TEMPE

STATE OF ARIZONA
Department of Transportation

By 
HARRY E. MITCHELL
Mayor

By 
ROBERT P. MICKELSON
Deputy State Engineer

ATTEST:

By 
City Clerk

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY
a Municipal Corporation

RECOMMENDED BY:

APPROVED AND ACCEPTED:

By D. E. Sagramoso 7-31-90
D.E. SAGRAMOSO, P.E. Date
Chief Engineer and
General Manager

By Jim Bruner
Chairman, Board of Directors

Attest:

By Cherie Pennington SEP 4 1990
Clerk of the Board Date

This Intergovernmental Agreement has been reviewed pursuant to Arizona Revised Statutes 11-952, as amended, by the undersigned General Counsel, who has determined that it is in proper form and within the powers and authority granted to the Flood Control District of Maricopa County under the laws of the State of Arizona.

By Julie M. Lemmon
General Counsel 8/6/90

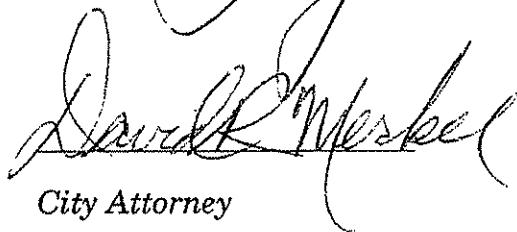
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APPROVAL OF THE TEMPE CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, FLOOD CONTROL DISTRICT OF MARICOPA COUNTY and the CITY OF TEMPE and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

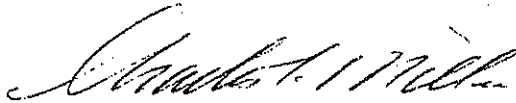
DATED this 30th day of July, 1990.


City Attorney

RESOLUTION

BE IT RESOLVED on this 7th day of December 1989, that I, CHARLES L. MILLER, as Director of the Arizona Department of Transportation, have determined that it is in the best interest of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the City of Tempe and Maricopa County Flood Control District for the purpose of constructing the Salt River channelization, in conjunction with East Papago construction.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted for approval and execution by the Deputy State Engineer.



CHARLES L. MILLER, Director
Arizona Department of
Transportation

RESOLUTION NO. 90.42

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA, AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH THE STATE OF ARIZONA, DEPARTMENT OF TRANSPORTATION, AND THE MARICOPA COUNTY FLOOD CONTROL DISTRICT.

WHEREAS, the City of Tempe and the Maricopa County Flood Control District are desirous to improve the Salt River between the railroad bridge at Ash Avenue to McClintock Drive and

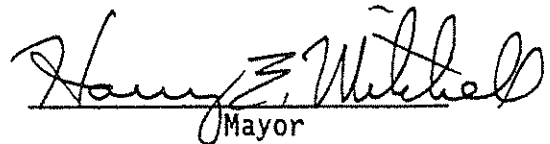
WHEREAS, the State of Arizona acting through its Department of Transportation desires to acquire the borrow necessary for the construction of the East Papago Freeway.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA as follows:

That the Mayor of the City of Tempe hereby be authorized to execute an agreement with the State of Arizona, Department of Transportation and the Maricopa County Flood Control District setting forth the terms and conditions for construction of the Salt River Channelization, City of Tempe Project No. 876191.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA

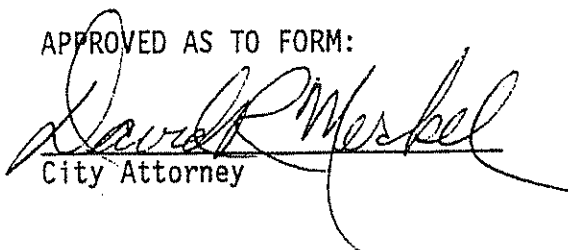
this 9th day of August, 1990.


Mayor

ATTEST:


City Clerk

APPROVED AS TO FORM:


City Attorney



Attorney General

1275 WEST WASHINGTON

Phoenix, Arizona 85007

Robert K. Corbin

INTERGOVERNMENTAL AGREEMENT

DETERMINATION

A. G. Contract No. KR90-0643-TRD, is an agreement between public agencies has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 2nd day of October, 1990.

ROBERT K. CORBIN
Attorney General

A handwritten signature in cursive script, appearing to read "James R. Regan".

Assistant Attorney General
Transportation Division

C 89-265

RECORDED IN OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA		
FEB 2 '90 - 12 00		
HELEN PURCELL, County Recorder		
FEE ^{N/k}	PGS 7	TS
	90 051004	

When Recorded Return to:
Flood Control District
3335 West Durango Street
Phoenix, Arizona 85009

AGREEMENT (XG)

INTERGOVERNMENTAL AGREEMENT
SALT RIVER CHANNEL
VICINITY OF MILL AVENUE TO MCCLINTOCK DRIVE
IGA FCD-89025

This Agreement is entered into by and between the City of Tempe, a municipal corporation of the State of Arizona, hereinafter called TEMPE, and the Flood Control District of Maricopa County, a municipal corporation and political subdivision of the State of Arizona, hereinafter called DISTRICT.

This Agreement shall become effective as of the date it is filed with the Maricopa County Recorder pursuant to Arizona Revised Statutes 11-952, as amended. DATE: FILED WITH THE MARICOPA COUNTY RECORDER February 2, 1990.

STATUTORY AUTHORIZATION

1. TEMPE is empowered by Arizona Revised Statutes 11-952 to enter into this Agreement.
2. The DISTRICT is empowered by Arizona Statutes 48-3603 to enter into this Agreement.

BACKGROUND

3. The DISTRICT has previously agreed to operate and maintain a channel in the Salt River between 40th Street and Mill Avenue. The Arizona Department of Transportation will be constructing the East Papago Freeway between Mill Avenue and McClintock Drive starting in mid-1990. The concurrent construction of the Freeway and a channel between Mill Avenue and McClintock Drive will provide the opportunity for agency cost sharing and public savings. If the channel plans and specifications can be ready at the same time as the freeway plans, the projects can be closely coordinated or combined. It is proposed that TEMPE and the DISTRICT cost share in the design of the channel from the vicinity of Mill Avenue to McClintock Drive, called the Project, at an estimated cost of \$600,000.

PURPOSE

4. The purpose of this Intergovernmental Agreement is to identify and define the responsibilities of TEMPE and the DISTRICT for the design and the operation and maintenance of channelization of the Salt River in the vicinity of Mill Avenue to McClintock Drive.

5. TEMPE agrees to the following:

5.1. To be the lead agency for the design and preparation of construction plans and specifications for the Project. TEMPE shall contract with a consulting engineer to design the Project in accordance with the design and construction criteria provided by the DISTRICT. An executed copy of the design contract and scope of work will be provided to the DISTRICT.

5.2. Provide to the DISTRICT preliminary plans and specifications for the Project, prior to finalization by TEMPE, for review and comment. TEMPE will also coordinate the plans and specifications with the Arizona Department of Transportation (ADOT) so that the Project documents are available to be included for advertising and construction concurrent with Segment 5 of the East Papago Freeway.

5.3. Submit to the DISTRICT, for review and approval, final plans and specifications for the Project.

5.4. Pay 50 percent of the costs for the design and preparation of the plans and specifications for the Project up to the total cost of \$600,000 and pay 100 percent of all design and preparation costs over \$600,000.

5.5. Invoice the DISTRICT for reimbursement of 50 percent of the design and preparation costs at the 50 percent and 100 percent completion phase of the design contract.

5.6. Obtain all required Federal, State and local environmental discharge or other flood and regulatory permits required for the construction of the Project. TEMPE agrees to take reasonable and necessary actions within its authority to assure that any water discharged into the Project from within its jurisdiction meets applicable discharge requirements of the Clean Water Act, NPDES and other applicable discharge requirements.

5.7. Certify to the DISTRICT and ADOT, prior to advertisement for construction, that all rights-of-way and easements are owned or controlled by TEMPE that are necessary for the construction of the Project.

5.8. Grant to the DISTRICT a perpetual and assignable easement to operate and maintain the Project and to occasionally overflow, flood and submerge the lands within the banks of the Project and all future improvements thereon, if any, upon completion of Project construction within its ownership.

5.9. Not permit any mining or excavation to occur in or adjacent to the Project without first reviewing the permit application with the DISTRICT and receiving the DISTRICT's written concurrence.

5.10. Coordinate with the DISTRICT any and all proposed future modifications, additions or landscaping within the Project and receive written concurrence from the DISTRICT prior to issuing a permit for the modification, addition or landscaping. TEMPE shall be responsible for the maintenance of any and all landscaping or aesthetic features which are constructed within the Project.

6. The DISTRICT agrees to the following:

6.1. Provide to TEMPE, Project design and construction criteria similar to and compatible with that criteria used in the design and construction of the Salt River Channel, west of Mill Avenue.

6.2. Review and comment on, in a timely manner, all preliminary Project plans and specifications provided by TEMPE. The DISTRICT shall, after all comments have been addressed, approve in writing the final Project plans and specifications.

6.3. Reimburse TEMPE for 50 percent of the design and preparation costs for plans and specifications, in accordance with Paragraphs 5.4 and 5.5 above.

6.4. Reserve the right to approve design and construction of any future modifications, additions or improvements to the Project. The DISTRICT acknowledges that TEMPE will be planning and constructing recreational improvements within the Project limits.

6.5. At its own expense, operate and maintain the Project after it is constructed and any necessary easements for maintenance purposes have been transferred to the DISTRICT. The DISTRICT shall be solely responsible for determining which future facilities within the Project, not constructed by the DISTRICT, it will be required to maintain when the DISTRICT assumes operation and maintenance of the Project.

6.6. Not be responsible for the operation and maintenance of any landscaping or aesthetic features which may be installed as part of the Project or added to it in the future.

7. This Agreement shall remain in force and effect in perpetuity unless modified or terminated by written agreement of both

parties. It is anticipated that future agreements with other interested parties will further define the responsibilities for construction and cost sharing of the Project.


8. All parties hereto acknowledge that this Agreement is subject to cancellation pursuant to the provisions of Section 38-511 of Arizona Revised Statutes.

9. Attached to this Agreement are copies of appropriate action by ordinance, resolution or otherwise authorizing the respective parties to enter into this Agreement.

CITY OF TEMPE

RECOMMENDED BY:

APPROVED AND ACCEPTED:

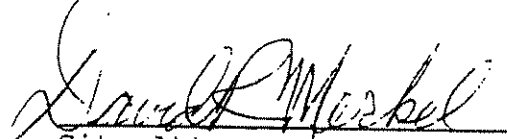

Director of Public Works

By: 
Mayor of Tempe

ATTEST:

Deputy Karen L. Buttingham 12-29-89
City Clerk Date

The foregoing Intergovernmental Agreement has been reviewed pursuant to Arizona Revised Statutes 11-952, as amended, by the undersigned attorney who has determined that it is in proper form and within the power and authority granted to the City of Tempe under the laws of the State of Arizona.

 12-29-89
City Attorney Date

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY

Recommended by:

D. E. Sagramoso 1-4-⁹⁰~~89~~
D. E. Sagramoso, P. E. Date
Chief Engineer and General
Manager

Approved and Accepted:

Jim Bruner
By: Chairman, Board of Directors

ATTEST:

Cheryl Cunningham JAN 22 1990
By: Clerk of the Board Date

This Intergovernmental Agreement has been reviewed pursuant to Arizona Revised Statutes 11-952, as amended, by the undersigned General Counsel, who has determined that it is in proper form and within the powers and authority granted to the Flood Control District of Maricopa County under the laws of the State of Arizona.

[Signature] 1-5-90
General Counsel Date

AGENDA INFORMATION FORM

90 051004

Contract/Lease for NEW RENEWAL AMENDMENT CANCELLATION
(for existing record Encumbrance No. below)

LOW ORG. NO. 6900 DEPARTMENT: Flood Control District CONTROL NUMBER: FCD-1073

ENCUMBRANCE NO. CS90108 AGENCY: Public Works CONTROL NUMBER: PW-1073

1. BRIEF DESCRIPTION OF PROPOSAL AND REQUESTED BOARD ACTION: The Arizona Department of Transportation will be constructing the East Papago Freeway between Mill Avenue and McClintock Drive starting in mid-1990. The concurrent construction of the freeway and a channel between Mill Avenue and McClintock Drive will provide public savings. If the channel plans and specifications can be ready at the same time as the freeway plans, the projects can be closely coordinated or combined. The Board of Directors signed Resolution FCD 89-13 on November 20, 1989, authorizing the Chief Engineer and General Manager to prepare and negotiate an IGA with the City of Tempe to cost share 50% of the design costs, with the District's share not to exceed \$300,000.00. This IGA provides for the cost sharing of the design of this channel between Tempe and the District at an estimated cost to each agency of \$300,000.00. A budget adjustment in the amount of \$300,000.00 is required along with the approval of the Salt River Channel Project. Funds are available by decreasing the District's Project Reserve. This adjustment will leave the District's overall budget and the amount budgeted for the District's Capital Improvements Program unchanged. The Flood Control Advisory Board recommended approval of this project at its October 25, 1989, meeting.

2. Compliance with Maricopa County Procurement Code N/A article N/A paragraph Donald Brandy Procurement Officer

3. CONTINUED FROM MEETING OF DISCUSSED IN MEETING OF **4. THIS DEPARTMENT WILL CAUSE PUBLICATION CLERK OF THE BOARD TO CAUSE PUBLICATION**

5. MOTION: It is moved that the Flood Control District of Maricopa County Board of Directors... approve and authorize the Chairman to sign IGA FCD-89025 between the Flood Control District and the City of Tempe for equally cost sharing the design of the Salt River Channel between Mill Avenue and McClintock Drive. The District's participation shall not exceed \$300,000.00. Also, approve a budget adjustment to the District's Capital Improvements Program in the amount of \$300,000.00. The District's overall budget and the amount budgeted for the District's Capital Improvements Program remains unchanged.

6. FINANCIAL: Expenditure Revenue Budgeted Contingency Budget Amendment Transfer Grant or other
 \$ _____ Total _____ Fund _____ Financial Officer _____ Date _____

7. PERSONNEL:
 Personnel Director _____ Date _____

8. FLOOD CONTROL DISTRICT:
Donald Brandy 12-29-89
 Action Recommended by _____ Date _____

9. MATERIALS MANAGEMENT:
 Materials Management Director _____ Date _____
 W/MBE Representative _____ Date _____

10. LEGAL: Approved as to form and within the powers and authority granted under the laws of the State of Arizona to the Flood Control District of Maricopa County Board of Directors.
[Signature] 1-2-90
 General Counsel _____ Date _____

11. INFORMATION SYSTEMS: FISC _____ Date _____

12. APPROVED FOR AGENDA:
[Signature] 1-8-90
 Approving Official _____ Date _____

13. OTHER:
 Signature _____ Date _____

15. RECOMMENDATION OF COUNTY MANAGER:
 Approve Disapprove
 Comments: _____

14. BOARD OF DIRECTORS: Action taken: Approved Amended Disapproved Deleted
 Continued to: _____
[Signature] JAN 22 1990
 Clerk of the Board _____ Date _____

THIS PAGE WILL NOT REPRODUCE SATISFACTORILY
 County Manager _____ Date _____

on the west and south facades only, to 45'3" for two corporate logos, each 64 s.f. in area, one each on the north and east facades only, and to 43' for the words "America West Airlines" on the south side only.

and with the following conditions of approval:

1. Sign permits shall be obtained prior to installing signs.
 2. Signs are limited to the designs, sizes and locations approved by the Council.
- **24. PLANNED DEVELOPMENT (0406)** Withdrew a public hearing for **NOT JUST AEROBICS** for an Amended General and Final Plan of Development #SGF-89.54 for McClintock Fountains located at 1840 E. Warner Road.

- *25. FLOOD CONTROL ADM (0808-01)** Approved Contract #89-265, an Intergovernmental Agreement (IGA) between the Maricopa County Flood Control District and the City of Tempe for the purpose of Cost Sharing of the Channelization Design for the Salt River, between the Tempe Railroad Bridge and McClintock Drive. The agreement allows 50% participation with the Flood Control District's cost not to exceed a total of \$600,000. The City of Tempe is responsible for any costs above the \$600,000 amount.

- *26. PLANNED DEVELOPMENT (0406)** Public hearing set for January 18, 1990 for **NOT JUST AEROBICS** for an Amended General and Final Plan of Development #SGF-90.03 for McClintock Fountains located at 1840 E. Warner Road. In addition the following is requested:

Use Permit

Allow a C-2 use/use permit for an athletic club (3,037 s.f. aerobic center) in the PCC-1 Zoning District.

- *27. PLANNED DEVELOPMENT (0406)** Public hearing set for January 11, 1990 for the **PAVILION GROUP** for a site plan #SIP-90.04 for the Laird and Dines Building consisting of 25,609 gross s.f. on .17 net acres located at 501 S. Mill Avenue. In addition the following are also requested:

Variances

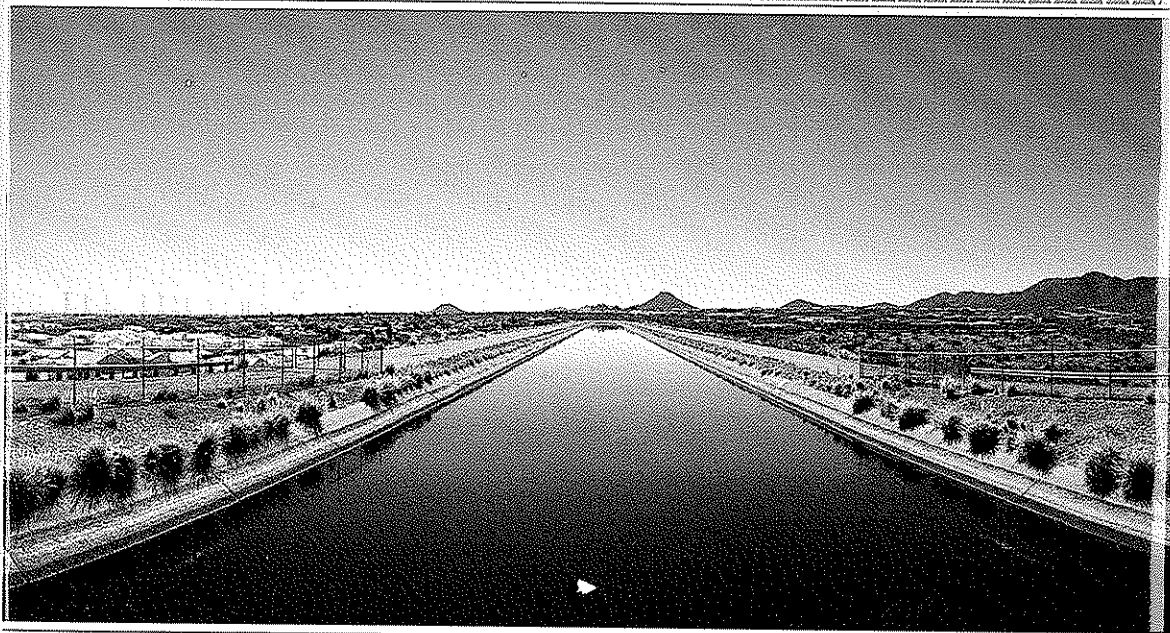
- a. Reduce front yard setback from 10' to 0' in the CCD Commercial District.
- b. Reduce street side yard setback from 10' to 0' in the CCD Commercial District.
- c. Increase building height from 35' to 42'-6" (47' to top of parapet, 46' to top of cupola) in the CCD Commercial District.
- d. Reduce required parking from 245 spaces to 76 spaces (plus 47 to be provided by the City of Tempe).
- e. Allow required parking to be provided on a non-contiguous parcel.
- f. Reduced minimum front and street side yard landscaping from 15' to 0' in the CCD Commercial District.
- g. Reduce minimum required on-site landscaping from 15% to 0%.
- h. Allow veranda support columns to exceed the 2' height limit in the 33' corner cutoff triangle.

I, Helen R. Fowler, the duly appointed City Clerk of the City of Tempe, Maricopa County, do hereby certify the following to be a true and exact excerpt of the Minutes of the Regular City Council Meeting of December 28, 1989, of the City of Tempe Arizona. DATED this 29th day of January, 1990.

Helen R. Fowler

Helen R. Fowler, CMC
City Clerk

VISION IN THE DESERT



**Carl Hayden and Hydropolitics in the
American Southwest**

Jack L. August, Jr.
with an introduction by Bruce Babbitt

VISION IN THE DESERT



**Carl Hayden
and Hydropolitics in
the American
Southwest**

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Texas Christian University Press
Fort Worth

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I. Title.

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Unless otherwise indicated the illustrations in this volume can be found in the Arizona Collection, Arizona State University Libraries. Hereafter cited as ASU followed by the call number.

Design: Hal Normand

Contents

Introduction: Bruce Babbitt, U.S. Secretary of the Interior	1
I: The Vision	9
II: "A Man of Sterling Character"	35
III: The Indian Card	43
IV: Origins of the Colorado River Controversy in the Southwest	69
V: The Battle Within	95
VI: Leader of the Opposition	119
VII: Adversity and Opportunity	139
VIII: "My Patience Has Been Exhausted": Passage and Triumph	175
IX: "Arizona's Most Distinguished Citizen"	205
Notes	215
Bibliography	269
Index	283

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