

#13

AUG 15 2013



Chandler • Arizona
Where Values Make The Difference

MEMORANDUM

Transportation & Development - Council Memo No. RE14-003

DATE: AUGUST 15, 2013

TO: MAYOR AND COUNCIL

THRU: RICH DLUGAS, CITY MANAGER ^{RP}
MARSHA REED, ASSISTANT CITY MANAGER ^{MR}
R.J. ZEDER, TRANSPORTATION & DEVELOPMENT DIRECTOR ^{RJ}

FROM: ERICH KUNTZE, REAL ESTATE COORDINATOR ^{EK}

SUBJECT: RESOLUTION NO. 4704 ACCEPTING A ROADWAY AND UTILITY EASEMENT FROM THE ROOSEVELT WATER CONSERVATION DISTRICT (RWCD), AT NO COST, FOR VARIOUS ROADS WITHIN THE BELMONT ESTATES DEVELOPMENT LOCATED AT THE NORTHWEST CORNER OF GILBERT ROAD AND APPLEBY ROAD

RECOMMENDATION: Staff recommends City Council pass and adopt Resolution No. 4704 accepting a Roadway and Utility Easement from the Roosevelt Water Conservation District (RWCD), at no cost, for various roads within the Belmont Estates Development located at the northwest corner of Gilbert Road and Appleby Road.

BACKGROUND/DISCUSSION:

City Council approved the Final Plat for Belmont Estates at its March 14, 2013, meeting. The plat dedicated the roads within the development to the City of Chandler. RWCD owns a strip of land used for an irrigation facility that runs east to west through the Belmont Estates development. RWCD is granting a Roadway and Utility Easement to the City, at no cost, for the areas where these roadways cross the RWCD property.

Staff has determined the legal descriptions on the Roadway and Utility Easement are correct and recommends City Council accept the Easement.

Memo No. RE 14-003
Page Two
August 15, 2013

FINANCIAL IMPLICATIONS:

Costs:	None
Savings:	None
Long Term Costs:	None
Fund Source:	None

PROPOSED MOTION: Move City Council pass and adopt Resolution No. 4704 accepting a Roadway and Utility Easement from the Roosevelt Water Conservation District (RWCD), at no cost, for various roads within the Belmont Estates Development located at the northwest corner of Gilbert Road and Appleby Road.

Attachments: Location/Site Map
Resolution No. 4704



ACCEPT A ROADWAY AND UTILITY EASEMENT FROM ROOSEVELT WATER CONSERVATION DISTRICT



MEMO NO. RE14-003
RESOLUTION NO. 4704

ROADWAY EASEMENT



RESOLUTION NO. 4704

A RESOLUTION OF THE COUNCIL OF THE CITY OF CHANDLER, ARIZONA, AUTHORIZING THE ACCEPTANCE OF A ROADWAY AND UTILITY EASEMENT FROM THE ROOSEVELT WATER CONSERVATION DISTRICT (RWCD), AT NO COST, FOR VARIOUS ROADS WITHIN THE BELMONT ESTATES DEVELOPMENT LOCATED AT THE NORTHWEST CORNER OF GILBERT ROAD AND APPLEBY ROAD.

WHEREAS, the City is agreeable to accepting the Roadway and Utility Easement from the Roosevelt Water Conservation District, at no cost, for various roadways within the Belmont Estates development located at the northwest corner of Gilbert Road and Appleby Road, in Chandler, Arizona; and

WHEREAS, the Roosevelt Water Conservation District is willing to grant said Roadway and Utility Easement to the City of Chandler, at no cost;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Chandler, Arizona, as follows:

Section 1. That the City Council of the City of Chandler, Arizona is authorized to accept the Roadway and Utility Easement attached hereto as Exhibit "A" and made a part hereof by reference.

Section 2. That the Roadway and Utility Easement will be in the form as approved by the City Attorney.

Section 3. That the Mayor of the City of Chandler, Arizona, is hereby authorized to sign, accepting the Roadway and Utility Easement on behalf of the City.

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this _____ day of _____, 2013.

ATTEST:

CITY CLERK

MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 4704 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the _____ day of _____, 2013, and that a quorum was present thereat.

CITY CLERK

APPROVE AS TO FORM

CITY ATTORNEY

GAB

WHEN RECORDED RETURN TO:

Roosevelt Water Conservation District
P.O. Box 100
15400 S. Higley Road
Higley, AZ 85236

ROADWAY AND UTILITY EASEMENT
(Belmont Estates - Lat 15½ - 4½W to 4W - Appleby Road)

E ½ of Section 13 T2S R5E
Maricopa County G&SRM

ROOSEVELT WATER CONSERVATION DISTRICT, hereinafter called Grantor, for and in consideration of the sum of One Dollar, and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant and convey to **CITY OF CHANDLER**, a municipal corporation, and its agents, tenants, licensees, invitees, employees, contractors, representatives, successors and assigns, a non-exclusive easement over, across and upon Grantor's property for the installation, construction, operation, repair, modification, maintenance and replacement of a public roadway and public utilities. The location of the roadway and utility easement provided herein is described in Exhibit A attached hereto (hereinafter "Roadway and Utility Easement Property"). The public utilities described above and herein and for which this easement is granted include the utilities of third-parties permitted or licensed by Grantee to be located within the Roadway and Utility Easement Property.

Subject to the provisions set forth herein, Grantor reserves the right to use and occupy the Roadway and Utility Easement Property for any purpose consistent with the rights and privileges above granted, provided, however, that such use shall not unreasonably interfere with Grantee's right and ability to access the property it has been granted rights to by this Roadway and Utility Easement. The Roadway and Utility Easement granted herein does not under any circumstances abrogate or nullify Grantor's rights and interests in and to its property. The Roadway and Utility Easement does not provide to Grantee any right to the property described herein that is superior to Grantor's rights and interests in and to its property. Grantor retains rights to utilize its property for authorized purposes and activities, including, but not limited to, the transportation of water through irrigation system facilities constructed thereon, and Grantee through the exercise of the rights granted herein shall not unreasonably interfere with, impede, interrupt or disrupt such purposes and activities. Grantee agrees that any improvements permitted by this Roadway and Utility Easement shall satisfy Grantor's utility separation requirements.

Prior to making any improvements on, in or to the Roadway and Utility Easement Property, Grantee shall submit or require to be submitted by those undertaking such improvement activity to Grantor and for Grantor's approval final construction documents and plan showing the location of any such improvements. Grantor shall approve or disapprove of such improvements in writing within 10 working days of the submission of such documents and plan to Grantor. Grantor's approval of such improvements shall not be unreasonably withheld. If applicable, Grantee or those undertaking improvement activity shall obtain a construction permit from Grantor prior to the start of construction. Grantee or those undertaking improvement activity shall comply with all standard administrative requirements of Grantor for such improvements prior to the start of construction. Construction of the improvements shall be performed only in accordance with the approved construction documents and plan. Such constructed improvements shall comply with

Grantor's published requirements for the separation of the public roadway and public utility facilities from Grantor's irrigation system facilities.

Grantee shall indemnify, release, and hold harmless Grantor and the directors, officers, employees, agents, successors and assigns thereof, against and from any damage claim, demand, lawsuit or action of any kind for damages or loss, whether such damage or loss is to person or property, arising in whole or in part out of: (a) negligent or otherwise wrongful acts or omissions of Grantee, its agents, contractors, officers, directors, or employees; (b) Grantee's use or occupancy of the Roadway and Utility Easement Property for the purposes contemplated by this Agreement, including but not limited to claims by third parties who are invited or permitted onto the Roadway and Utility Easement Property, either expressly or impliedly, by Grantee or by the nature of Grantee's improvement or other use of the Roadway and Utility Easement Property pursuant to this Agreement; or (c) Grantee's failure to comply with or fulfill its obligations established by this Agreement or by law. Such obligation to indemnify shall extend to and encompass all costs incurred by Grantor in defending against such claims, demands, lawsuits or actions, including but not limited to attorney, witness and expert fees, and any other litigation related expenses. Grantee's obligation hereunder shall not extend to claims, demands, lawsuits or actions for liability attributable to the sole exclusive negligence or willful action of Grantor, its directors, officers, employees, agents, successors or assigns.

Grantor shall incur no liability for any costs of repairing or replacing Grantee's improvements as may be damaged as a result of Grantor's use of the Roadway and Utility Easement Property as defined herein or Grantor's operation and maintenance of its facilities, unless due to negligent or willful acts or omissions of Grantor or its agents or employees. When circumstances permit Grantee shall provide Grantor with as much notice as is reasonably possible as to anticipated repair or improvement activity within the Roadway and Utility Easement Property.

Grantee, at its own expense, shall maintain all of the Roadway and Utility Easement Property in reasonably good, sanitary and safe condition. Subject to the conditions set forth herein, Grantor reserves to itself a right of access to the Roadway and Utility Easement Property for the construction, use, operation, maintenance, relocation and removal of any existing and future irrigation system facilities. Any such construction, use, operation, maintenance, relocation or removal shall be performed in a manner designed to avoid, to the extent feasible, disturbance to Grantee's use and enjoyment of the Roadway and Utility Easement Property. Nothing in this Agreement shall be construed to deny or lessen the powers and privileges granted Grantor by the laws of the State of Arizona.

The Roadway and Utility Easement is subject to all existing encumbrances of record, including easements and licenses. Grantor consents only to the use of the Roadway and Utility Easement Property for the specific purposes described herein. Nothing in this document shall be construed as Grantor's representation, warranty, approval or consent regarding rights in the Roadway and Utility Easement Property. Grantee shall indemnify and hold Grantor harmless from any liability arising out of any dispute or claim regarding actual or alleged interests in the Roadway and Utility Easement Property affecting Grantee's interests created herein.

Grantee acknowledges and agrees that neither Grantor nor any other person acting on Grantor's behalf has made and does not make any representations whatsoever as to the physical condition or any other matter or thing affecting or relating to any of the Roadway and Utility Easement Property.

If Grantee abandons the use of all or any part of the Easement Property, Grantee's rights hereunder to the part or the property abandoned shall cease and the property shall revert to Grantor.

Exhibit A
to
Roadway Easement Agreement

DESCRIPTION OF EASEMENT PROPERTY

[To Be Attached]

JULY 10, 2013
PROJECT # 9601

LEGAL DESCRIPTION

PARCELS OF LAND LOCATED WITHIN THE EAST HALF (**E1/2**) OF SECTION 13, TOWNSHIP 2 SOUTH, RANGE 5 EAST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST QUARTER (**E1/4**) CORNER OF SAID SECTION 13, MONUMENTED WITH A FOUND BRASS CAP FLUSH, FROM WHICH THE SOUTHEAST CORNER THEREOF, MONUMENTED WITH A FOUND BRASS CAP IN A HANDHOLE, BEARS SOUTH $00^{\circ}05'57''$ WEST, A DISTANCE OF 2,650.74 FEET AND FROM WHICH THE CENTER QUARTER (**C1/4**) CORNER OF SAID SECTION 13, MONUMENTED WITH A FOUND REBAR AND CAP "LS 27742", BEARS SOUTH $89^{\circ}22'46''$ WEST, A DISTANCE OF 2642.08 FEET;

THENCE SOUTH $00^{\circ}05'57''$ WEST, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER (**SE1/4**) OF SAID SECTION 13, A DISTANCE OF 20.00 FEET TO A POINT ON A LINE PARALLEL WITH AND 20.00 FEET, SOUTH, AS MEASURED AT RIGHT ANGLES, FROM THE NORTH LINE OF SAID SOUTHEAST QUARTER (**SE1/4**) OF SECTION 13;

THENCE SOUTH $89^{\circ}22'46''$ WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 220.90 FEET TO A POINT ON A NON-TANGENT CURVE WHOSE CENTER BEARS NORTH $76^{\circ}49'25'$ EAST, A RADIAL DISTANCE OF 23.00 FEET;

THENCE NORTHWESTERLY, ALONG SAID CURVE, AN ARC DISTANCE OF 5.04 FEET AND THROUGH A CENTRAL ANGLE OF $12^{\circ}33'21''$ TO A POINT ON A TANGENT LINE;

THENCE NORTH $00^{\circ}37'14''$ WEST, ALONG SAID TANGENT LINE, A DISTANCE OF 15.00 FEET TO SAID NORTH LINE OF THE SOUTHEAST QUARTER (**SE1/4**) OF SECTION 13;

THENCE, CONTINUING, NORTH $00^{\circ}37'14''$ WEST, ALONG SAID TANGENT LINE, A DISTANCE OF 20.00 FEET TO A POINT ON A LINE PARALLEL WITH AND 20.00 FEET, NORTH, AS MEASURED AT RIGHT ANGLES, FROM SAID NORTH LINE OF THE SOUTHEAST QUARTER (**SE1/4**) OF SECTION 13;

THENCE NORTH 89°22'46" EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 221.94 FEET TO THE EAST LINE OF NORTHEAST QUARTER (**NE1/4**) OF SAID SECTION 13;

THENCE SOUTH 00°02'54" WEST, ALONG EAST LINE OF THE NORTHEAST QUARTER (**NE1/4**) OF SECTION 13, A DISTANCE OF 20.00 FEET TO THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINS **8,867** SQUARE FEET OR **0.2036** ACRES, MORE OR LESS.

TOGETHER WITH:

COMMENCING AT THE EAST QUARTER (**E1/4**) CORNER OF SAID SECTION 13, MONUMENTED WITH A FOUND BRASS CAP FLUSH, FROM WHICH THE SOUTHEAST CORNER THEREOF, MONUMENTED WITH A FOUND BRASS CAP IN A HANDHOLE, BEARS SOUTH 00°05'57" WEST, A DISTANCE OF 2,650.74 FEET AND FROM WHICH THE CENTER QUARTER (**C1/4**) CORNER OF SAID SECTION 13, MONUMENTED WITH A FOUND REBAR AND CAP "LS 27742", BEARS SOUTH 89°22'46" WEST, A DISTANCE OF 2642.08 FEET;

THENCE SOUTH 89°22'46" WEST, ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER (**SE1/4**) OF SECTION 13, A DISTANCE OF 663.16 FEET TO THE INTERSECTION OF SAID NORTH LINE AND THE PROLONGATION OF THE WEST LINE OF THE PARCEL OF LAND DESCRIBED IN DOCUMENT NO. 2003-0380509, MARICOPA COUNTY RECORDS (**MCR**) AND THE **POINT OF BEGINNING**;

THENCE SOUTH 00°06'38" WEST, ALONG SAID PROLONGATED LINE, A DISTANCE OF 20.00 FEET TO A POINT ON A LINE PARALLEL WITH AND 20.00 FEET, SOUTH, AS MEASURED AT RIGHT ANGLES, FROM SAID NORTH LINE OF THE SOUTHEAST QUARTER (**SE1/4**) OF SECTION 13;

THENCE SOUTH 89°22'46" WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 20.00 FEET TO A POINT ON A LINE PARALLEL WITH AND 20.00 FEET, WEST, AS MEASURED AT RIGHT ANGLES, FROM SAID WEST LINE OF THE PARCEL DESCRIBED IN DOCUMENT NO. 2003-0380509, **MCR**;

THENCE NORTH 00°06'38" EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 20.00 FEET TO SAID NORTH LINE OF THE SOUTHEAST QUARTER (**SE1/4**) OF SECTION 13;

THENCE NORTH 89°22'46" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 20.00 FEET TO THE **POINT OF BEGINNING**;

SAID PARCEL CONTAINS **400** SQUARE FEET OR **0.0092** ACRES, MORE OR LESS.

TOGETHER WITH:

COMMENCING AT THE EAST QUARTER (**E1/4**) CORNER OF SAID SECTION 13, MONUMENTED WITH A FOUND BRASS CAP FLUSH, FROM WHICH THE SOUTHEAST CORNER THEREOF, MONUMENTED WITH A FOUND BRASS CAP IN A HANDHOLE, BEARS SOUTH 00°05'57" WEST, A DISTANCE OF 2,650.74 FEET AND FROM WHICH THE CENTER QUARTER (**C1/4**) CORNER OF SAID SECTION 13, MONUMENTED WITH A FOUND REBAR AND CAP "LS 27742", BEARS SOUTH 89°22'46" WEST, A DISTANCE OF 2642.08 FEET;

THENCE SOUTH 89°22'46" WEST, ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER (**SE1/4**) OF SECTION 13, A DISTANCE OF 1,111.04 FEET TO THE INTERSECTION OF SAID NORTH LINE AND A LINE PARALLEL WITH AND 209.98 FEET, EAST, AS MEASURED AT RIGHT ANGLES, FROM THE WEST LINE OF THE EAST HALF (**E1/2**) OF SAID SOUTHEAST QUARTER (**SE1/4**) OF SECTION 13 AND THE **POINT OF BEGINNING**;

THENCE SOUTH 00°06'57" WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 20.00 FEET TO A POINT ON A LINE PARALLEL WITH AND 20.00 FEET, SOUTH, AS MEASURED AT RIGHT ANGLES, FROM SAID NORTH LINE OF THE SOUTHEAST QUARTER (**SE1/4**) OF SECTION 13;

THENCE SOUTH 89°22'46" WEST, ALONG SAID PARALLEL LINE A DISTANCE OF 58.00 FEET TO A POINT ON A LINE PARALLEL WITH AND 151.98 FEET, EAST, AS MEASURED AT RIGHT ANGLES, FROM SAID WEST LINE OF THE EAST HALF (**E1/2**) OF THE SOUTHEAST QUARTER (**SE1/4**) OF SECTION 13;

THENCE NORTH 00°06'57" EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 14.76 FEET;

THENCE NORTH 45°15'09" WEST, DEPARTING SAID PARALLEL LINE, A DISTANCE OF 7.36 FEET TO SAID NORTH LINE OF THE SOUTHEAST QUARTER (**SE1/4**) OF SECTION 13;

THENCE NORTH 89°22'46" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 63.24 FEET TO THE **POINT OF BEGINNING**;

SAID PARCEL CONTAINS **1,174** SQUARE FEET OR **0.0270** ACRES, MORE OR LESS.

TOGETHER WITH:

COMMENCING AT THE EAST QUARTER (**E1/4**) CORNER OF SAID SECTION 13, MONUMENTED WITH A FOUND BRASS CAP FLUSH, FROM WHICH THE SOUTHEAST CORNER THEREOF, MONUMENTED WITH A FOUND BRASS CAP IN A HANDHOLE, BEARS SOUTH 00°05'57" WEST, A DISTANCE OF 2,650.74 FEET AND FROM WHICH THE CENTER QUARTER (**C1/4**) CORNER OF SAID SECTION 13, MONUMENTED WITH A FOUND REBAR AND CAP "LS 27742", BEARS SOUTH 89°22'46" WEST, A DISTANCE OF 2642.08 FEET;

THENCE SOUTH 89°22'46" WEST, ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER (SE1/4) OF SECTION 13, A DISTANCE OF 1,756.21 FEET TO A POINT ON A LINE PERPENDICULAR TO THE NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF THE SOUTH HALF OF THE NORTHEAST QUARTER (S1/2, S1/2, S1/2, NE1/4) OF SAID SECTION 13 AND **THE POINT OF BEGINNING**;

THENCE SOUTH 00°37'38" EAST, ALONG SAID PERPENDICULAR LINE, A DISTANCE OF 20.00 FEET TO A POINT ON A LINE PARALLEL WITH AND 20.00 FEET, SOUTH, AS MEASURED AT RIGHT ANGLES, FROM SAID NORTH LINE OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION 13;

THENCE SOUTH 89°22'46" WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 58.00 FEET TO A POINT ON A LINE PERPENDICULAR TO SAID NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF THE SOUTH HALF OF THE NORTHEAST QUARTER (S1/2, S1/2, S1/2, NE1/4) OF SECTION 13;

THENCE NORTH 00°37'38" WEST, ALONG SAID PERPENDICULAR LINE, A DISTANCE OF 20.00 FEET TO SAID NORTH LINE OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION 13;

THENCE NORTH 89°22'46" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 58.00 FEET TO THE **POINT OF BEGINNING**;

SAID PARCEL CONTAINS 1,160 SQUARE FEET OR 0.0266 ACRES, MORE OR LESS.

TOGETHER WITH:

COMMENCING AT THE EAST QUARTER (E1/4) CORNER OF SAID SECTION 13, MONUMENTED WITH A FOUND BRASS CAP FLUSH, FROM WHICH THE SOUTHEAST CORNER THEREOF, MONUMENTED WITH A FOUND BRASS CAP IN A HANDHOLE, BEARS SOUTH 00°05'57" WEST, A DISTANCE OF 2,650.74 FEET AND FROM WHICH THE CENTER QUARTER (C1/4) CORNER OF SAID SECTION 13, MONUMENTED WITH A FOUND REBAR AND CAP "LS 27742", BEARS SOUTH 89°22'46" WEST, A DISTANCE OF 2642.08 FEET;

THENCE SOUTH 89°22'46" WEST, ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER (SE1/4) OF SECTION 13, A DISTANCE OF 2,168.33 FEET TO A POINT ON A LINE PERPENDICULAR TO THE NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF THE SOUTH HALF OF THE NORTHEAST QUARTER (S1/2, S1/2, S1/2, NE1/4) OF SAID SECTION 13 AND **THE POINT OF BEGINNING**;

THENCE SOUTH 00°37'38" EAST, ALONG SAID PERPENDICULAR LINE, A DISTANCE OF 20.00 FEET TO A POINT ON A LINE PARALLEL WITH AND 20.00 FEET, SOUTH, AS MEASURED AT RIGHT

ANGLES, FROM SAID NORTH LINE OF THE SOUTHEAST QUARTER (**SE1/4**) OF SECTION 13;

THENCE SOUTH 89°22'46" WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 58.00 FEET TO A POINT ON A LINE PERPENDICULAR TO SAID NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF THE SOUTH HALF OF THE NORTHEAST QUARTER (**S1/2, S1/2, S1/2, NE1/4**) OF SAID SECTION 13;

THENCE NORTH 00°37'38" WEST, ALONG SAID PERPENDICULAR LINE, A DISTANCE OF 20.00 FEET TO SAID NORTH LINE OF THE SOUTHEAST QUARTER (**SE1/4**) OF SECTION 13;

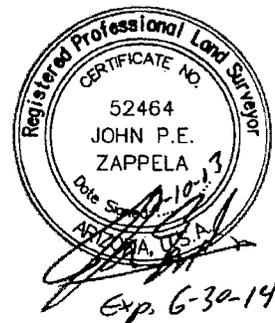
THENCE, CONTINUING, NORTH 00°37'38" WEST, ALONG SAID PERPENDICULAR LINE, A DISTANCE OF 20.00 TO A POINT ON A LINE PARALLEL WITH AND 20.00 FEET, NORTH, AS MEASURED AT RIGHT ANGLES, FROM SAID NORTH LINE OF THE SOUTHEAST QUARTER (**SE1/4**) OF SECTION 13;

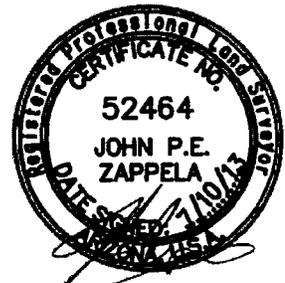
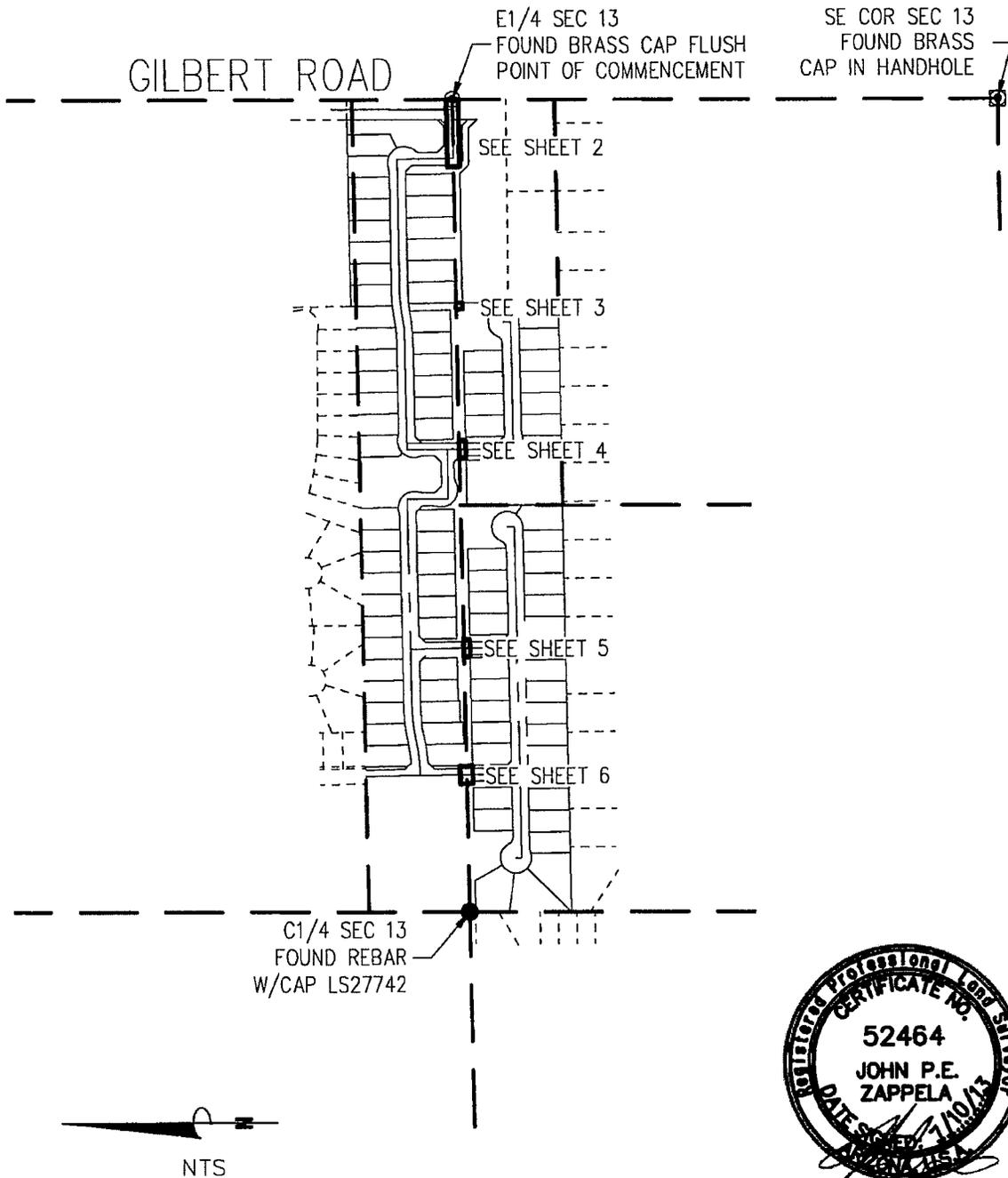
THENCE NORTH 89°22'46" EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 58.00 FEET TO A POINT ON SAID LINE PERPENDICULAR TO THE NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF THE SOUTH HALF OF THE NORTHEAST QUARTER (**S1/2, S1/2, S1/2, NE1/4**) OF SECTION 13;

THENCE SOUTH 00°37'38" EAST, ALONG SAID PERPENDICULAR LINE, A DISTANCE OF 20.00 FEET TO THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINS **2,320** SQUARE FEET OR **0.0532** ACRES, MORE OR LESS.

SAID PARCELS CONTAIN 13,921 SQUARE FEET OR 0.3196 ACRES, MORE OR LESS





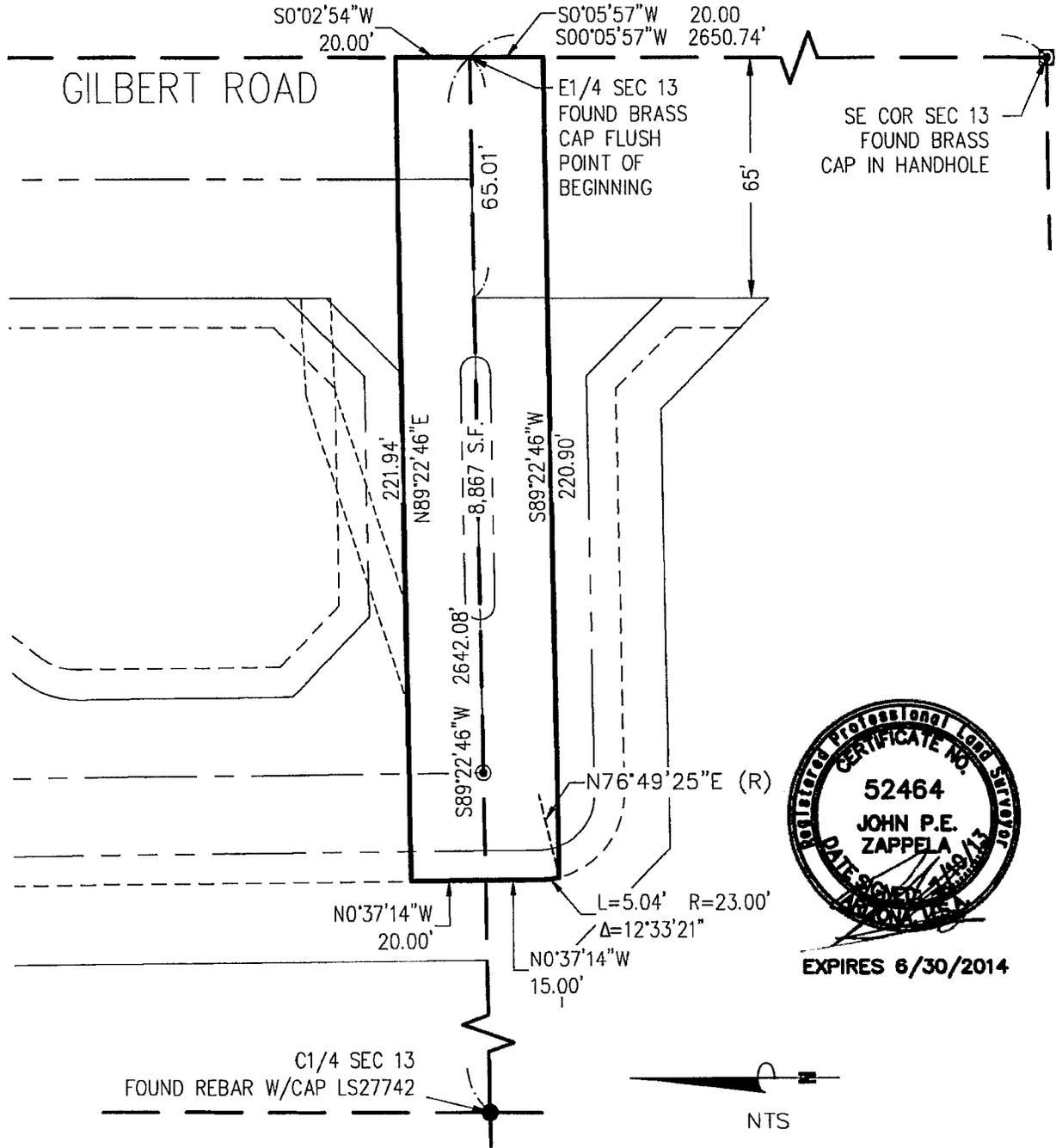
LOCATED IN THE EAST HALF (E1/2) OF SECTION 13,
 TOWNSHIP 02 SOUTH, RANGE 05 EAST, G&SRM
 MARICOPA COUNTY, PHOENIX, ARIZONA

SHEET 1 OF 6
 DATE: 05/07/13

RWCD			
EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION			
BY: JZ	CHK: JD	QC: JZ	
BCG PROJECT NO: 9601		TASK: 007	
CLIENT REF NO:			

Bowman
 CONSULTING

3010 S Priest Dr, #103
 Tempe, Az 85282
 Phone: (480) 629-8830
 Fax: (480) 629-8841
 www.bowmanconsulting.com

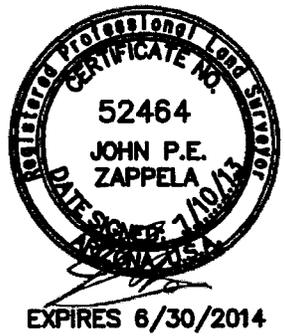
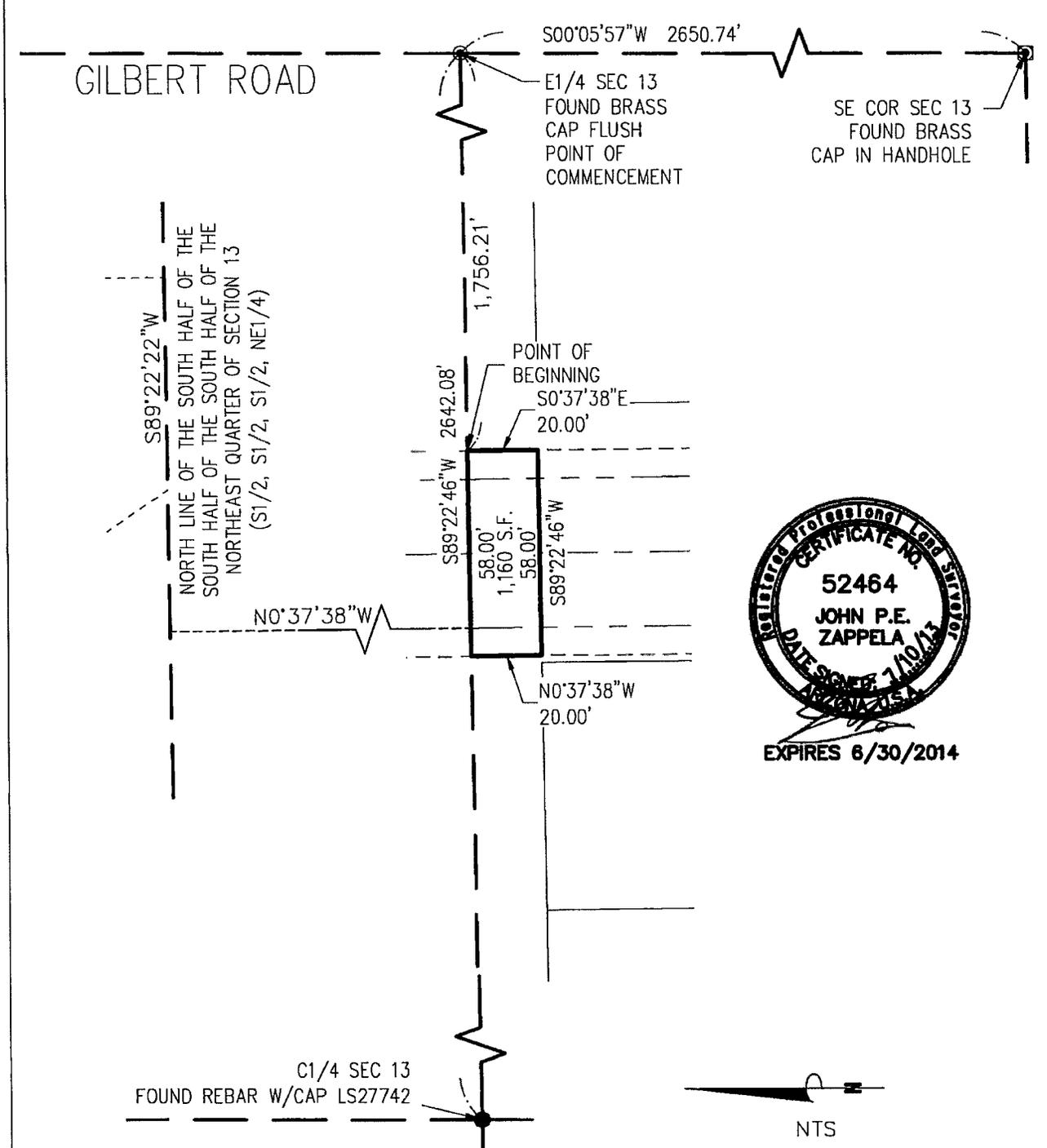


LOCATED IN THE EAST HALF (E1/2) OF SECTION 13,
TOWNSHIP 02 SOUTH, RANGE 05 EAST, G&SRM
MARICOPA COUNTY, PHOENIX, ARIZONA

SHEET 2 OF 6	RWCD			
	EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION			
	DATE: 05/07/13	BY: JZ	CHK: JD	QC: JZ
	BCG PROJECT NO: 9601		TASK: 007	
	CLIENT REF NO:			

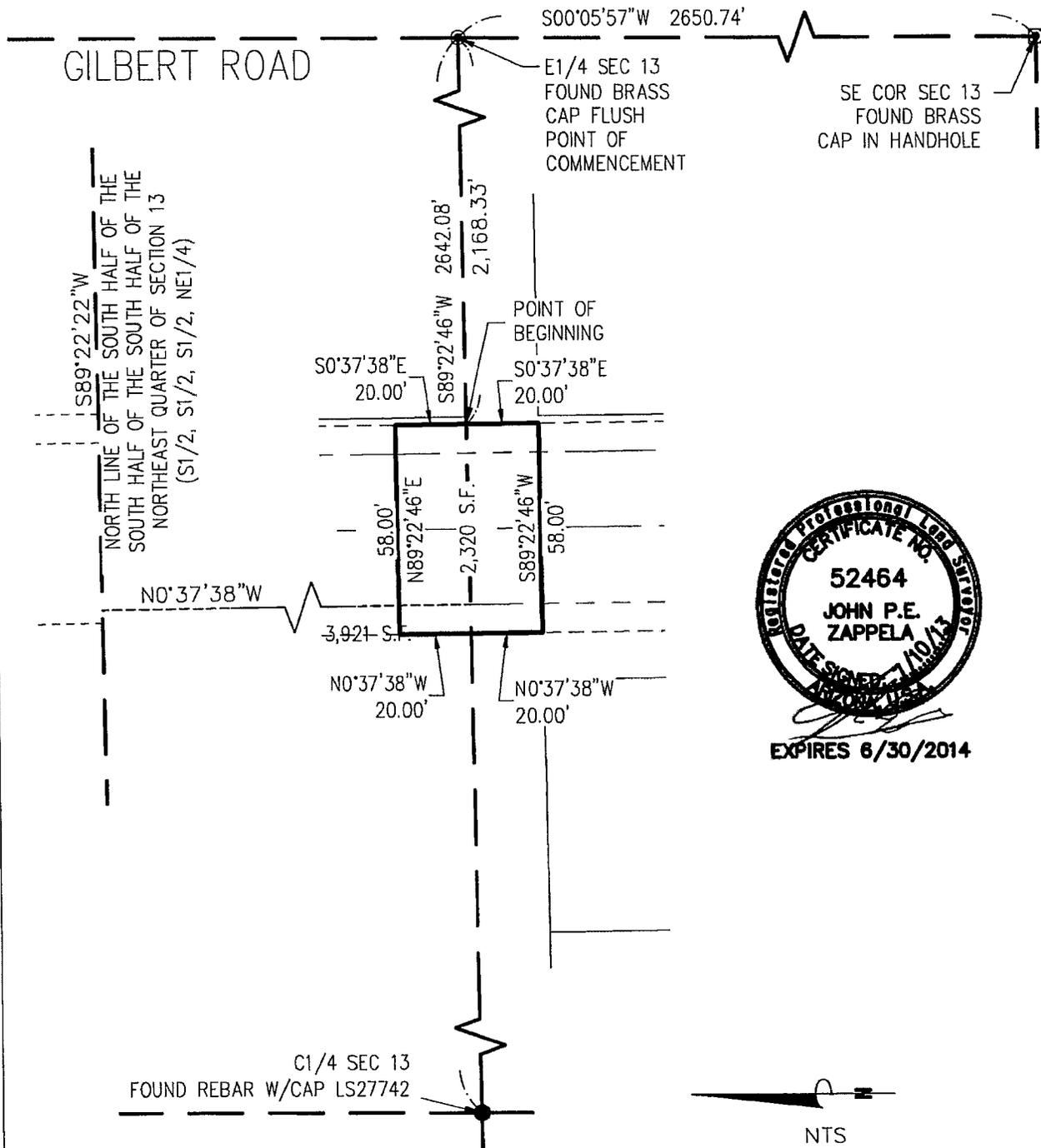
Bowman
CONSULTING

3010 S Priest Dr, #103
Tempe, Az 85282
Phone: (480) 629-8830
Fax: (480) 629-8841
www.bowmanconsulting.com



LOCATED IN THE EAST HALF (E1/2) OF SECTION 13,
 TOWNSHIP 02 SOUTH, RANGE 05 EAST, G&SRM
 MARICOPA COUNTY, PHOENIX, ARIZONA

SHEET 5 OF 6	DATE: 05/07/13	RWCD EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION				3010 S Priest Dr, #103 Tempe, Az 85282 Phone: (480) 829-8830 Fax: (480) 829-8841 www.bowmanconsulting.com
		BY: JZ	CHK: JD	QC: JZ		
		BCC PROJECT NO: 9601	TASK: 007			
		CLIENT REF NO:				



LOCATED IN THE EAST HALF (E1/2) OF SECTION 13,
TOWNSHIP 02 SOUTH, RANGE 05 EAST, G&SRM
MARICOPA COUNTY, PHOENIX, ARIZONA

SHEET 6 OF 6	DATE: 05/07/13	RWCD EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION		
		BY: JZ	CHK: JD	QC: JZ
		BCG PROJECT NO: 9601		TASK: 007
		CLIENT REF NO:		

Bowman

CONSULTING

3010 S Priest Dr, #103
Tempe, Az 85282
Phone: (480) 629-8830
Fax: (480) 629-8841
www.bowmanconsulting.com

ACCEPTANCE

The CITY OF CHANDLER, an Arizona Municipal Corporation, does hereby accept the foregoing Roadway and Utility Easement and the terms and conditions thereof.

In witness whereof, the CITY OF CHANDLER has caused this ACCEPTANCE to be executed by its Mayor pursuant to authority granted by its City Council this ____ day of _____, 2013.

ATTEST:

CITY OF CHANDLER

By: _____
City Clerk

By: _____
Mayor

APPROVED AS TO FORM:

CITY ATTORNEY GAB