

#6

NOV 20 2014



Chandler • Arizona
Where Values Make The Difference

MEMORANDUM Transportation & Development Dept. – Memo No. RE 15-046

DATE: NOVEMBER 20, 2014

TO: MAYOR AND COUNCIL

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

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

SUBJECT: INTRODUCTION AND TENTATIVE ADOPTION OF ORDINANCE NO. 4582 AUTHORIZING THE ASSIGNMENT TO SALT RIVER PROJECT (SRP) OF A GROUND EASEMENT AND AN AERIAL EASEMENT ACQUIRED BY THE CITY OF CHANDLER FOR THE DOBSON ROAD AND CHANDLER BOULEVARD INTERSECTION IMPROVEMENT PROJECT, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE ASSIGNMENT OF A GROUND EASEMENT AND AN AERIAL EASEMENT AGREEMENT

RECOMMENDATION: Staff recommends introduction and tentative adoption of Ordinance No. 4582 authorizing the assignment to Salt River Project (SRP) of a ground easement and an aerial easement acquired by the City of Chandler for the Dobson Road and Chandler Boulevard Intersection Improvement Project, and authorizing the City Manager to execute the assignment of a ground easement and an aerial easement agreement.

BACKGROUND/DISCUSSION: In connection with a City road project for the widening and improvement of the Dobson Road and Chandler Boulevard intersection (the "Project"), the City acquired right-of-way and easements needed for the Project, that also included acquisition of ground and aerial easements ultimately intended for use by Salt River Project (SRP). The easements that were conveyed to the City through a Final Order of Condemnation have been processed through the court system and are now ready to be assigned. The easements are needed to accommodate SRP's facilities that were previously relocated as a consequence of the Project.

Memo No. RE15-046
November 20, 2014
Page 2

Upon recording the assignment, the City would have no further obligation, responsibility, liability, or rights, pursuant to or because of the easements.

FINANCIAL IMPLICATIONS:

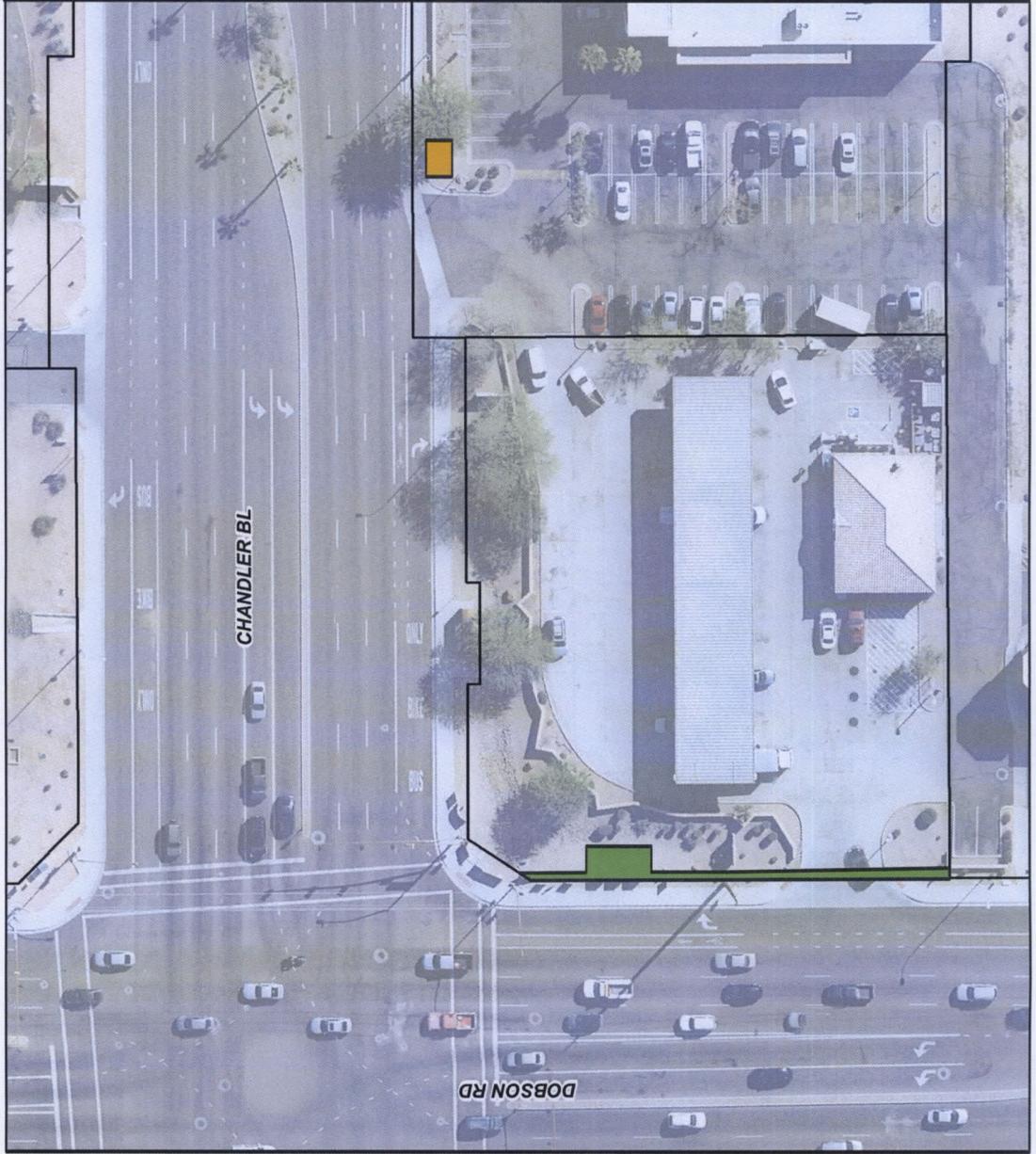
Cost: N/A
Savings: N/A
Long Term Costs: N/A

PROPOSED MOTION: Move City Council introduce and tentatively adopt Ordinance No. 4582 authorizing the assignment to Salt River Project (SRP) of a ground easement and an aerial easement acquired by the City of Chandler for the Dobson Road and Chandler Boulevard Intersection Improvement Project, and authorizing the City Manager to execute the assignment of a ground easement and an aerial easement agreement.

Attachments: Ordinance No. 4582
Map
Assignment of a Ground Easement and an Aerial Easement
Final Order of Condemnation 2014-0636102



A GROUND AND AERIAL EASEMENT ACQUIRED BY THE CITY OF CHANDLER FOR DOBSON RD AND CHANDLER BL INTERSECTION IMPROVEMENTS



MEMO NO. RE15-046

ORDINANCE NO. 4582

-  12Kv UNDERGROUND EASEMENT
-  69kV GROUND EASEMENT



ORDINANCE NO. 4582

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, AUTHORIZING THE ASSIGNMENT TO SALT RIVER PROJECT (SRP) OF A GROUND EASEMENT AND AN AERIAL EASEMENT ACQUIRED BY THE CITY OF CHANDLER FOR THE DOBSON ROAD AND CHANDLER BOULEVARD INTERSECTION IMPROVEMENT PROJECT.

WHEREAS, the City of Chandler filed a condemnation action to acquire roadway and easements necessary to widen and improve the intersection of Dobson Road and Chandler Boulevard; and

WHEREAS, the easements acquired included a ground easement and an aerial easement needed to accommodate the relocation of existing electrical facilities of Salt River Project Agricultural Improvement and Power District (“Salt River Project”); and

WHEREAS, the easements were acquired under terms that permit the recording of an assignment of said easements directly to Salt River Project, after which the City will have no further obligation, responsibility, liability, or rights associated with the easement;

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

Section 1. The City may proceed to execute the agreement attached hereto as Exhibit “A” to assign over to Salt River Project the easements acquired by the City through a condemnation action filed in connection with the Dobson Road and Chandler Boulevard Intersection Improvement Project.

Section 2. The City Manager is authorized to execute such agreements, which shall be in a form approved by the City Attorney.

INTRODUCED AND TENTATIVELY APPROVED by the City of Chandler, Arizona,
this _____ day of _____, 2014.

ATTEST:

CITY CLERK

MAYOR

PASSED AND ADOPTED by the Mayor and City Council of the City of Chandler,
Arizona, this _____ day of _____, 2014.

ATTEST:

CITY CLERK

MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Ordinance No.4582 was duly passed
and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting
held on _____ day of _____, 2014, and that a quorum was present
thereat.

CITY CLERK

PUBLISHED:

APPROVED AS TO FORM:

CITY ATTORNEY *GAB*

When recorded, mail to:
Salt River Project
P.O Box 52025
Mail Station PAB 350
Phoenix, AZ 85072

ASSIGNMENT OF A GROUND EASEMENT AND AN AERIAL EASEMENT
(Dobson Road and Chandler Boulevard)

THIS ASSIGNMENT OF A EASEMENTS (the "Assignment") is made this ____ day of _____, 2014, by and between CITY OF CHANDLER, an Arizona municipal corporation, as Assignor ("City"), and SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT, an agricultural improvement district organized and existing under the laws of the State of Arizona, as Assignee ("SRP"), in order to complete all transactions and perform all acts necessary for the completion of the road project described below.

1. **Recitals.** As background to this transaction, the parties recite and acknowledge as follows:

1.1. In connection with a City road project for the widening and improvement of the Dobson Road and Chandler Boulevard Intersection in Chandler, Arizona (the "Project"), the City filed a condemnation action in the Maricopa County Superior Court to acquire roadway and easements needed for the Project that also included acquisition of a ground easement and an aerial easement ultimately intended for use by SRP. The easements were needed to assure clear space to accommodate SRP's transmission lines and supporting structures that were required to be located as a consequence of the Project.

1.2. In the court action, a Judgment in Condemnation was entered; City satisfied its obligations under the Judgment; and a Final Order of Condemnation was entered by the Court and recorded with the Maricopa County Recorder to complete the acquisition of the property interests described in the Final Order, which included the required easements over described real property in accordance with the terms and conditions for the easements as stated in the Final Order. In this case, the terms and conditions for the easements provided that City could assign the easements to SRP, and, upon recording the assignment, City would have no further obligation, responsibility or liability, and no further rights, pursuant to or because of the easements.

1.3. City and SRP, through the execution and recording of this Assignment, desire to complete the assignment to SRP of the easements acquired through the recording of the Final Order of Condemnation entered in the condemnation action. The condemnation action is listed below by case name and number followed by the recording date and recording number for the Final Order of Condemnation:

| <u>Case Name (City v.)</u> | <u>Case Number</u> | <u>F.O. Recording Date</u> | <u>F.O. Recording Number</u> |
|-----------------------------|--------------------|----------------------------|------------------------------|
| EXXON MOBIL OIL CORPORATION | CV2009-091054 | 9/25/14 | 2014-0636102 |

2. **Agreement.** For Ten and No/100 Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and SRP agree as follows:

2.1. **Assignment and Acceptance.** City hereby assigns and transfers to SRP all of City's right, title and interest in and to the two (2) aerial easements acquired pursuant to the Final Order of Condemnation entered in the above-listed court action and subsequently recorded. SRP hereby accepts such assignment and agrees to be bound by the terms and conditions of the two (2) aerial easements as stated in the aforementioned Final Order of Condemnation for the above-listed court action.

2.2. **No Warranties.** City makes no warranties regarding the Assignment, the aerial easements, or the property affected by the easements, except that City does warrant that the person executing this Assignment on behalf of City is authorized to do so. SRP acknowledges and agrees that City makes no warranties regarding the Assignment, the aerial easements, or the property affected by the easements, except as stated above. SRP does warrant that the person executing this Assignment on behalf of SRP is authorized to do so.

3. **Binding Effect.** This Assignment shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date set forth above.

ASSIGNOR: CITY OF CHANDLER, an
Arizona municipal corporation

By: _____
Rich Dlugas, City Manager

Approved as to Form

City Attorney *GAB*

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing Assignment of a ground easement and an aerial easement was acknowledged before me this ____ day of _____, 20__, by Rich Dlugas, as City Manager for the City of Chandler, an Arizona municipal corporation, for the municipal corporation, being authorized so to do.

Notary Public

My Commission Expires:

ASSIGNEE: SALT RIVER PROJECT
AGRICULTURAL IMPROVEMENT AND
POWER DISTRICT, an agricultural
improvement district organized and existing
under the laws of the State of Arizona

By: _____

Its: _____

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing Assignment of a ground easement and an aerial easement was acknowledged before me this ____ day of _____, 20__, by _____, as _____ for Salt River Project Agricultural Improvement and Power District, an agricultural improvement district organized and existing under the laws of the State of Arizona, for the district, being authorized so to do.

Notary Public

My Commission Expires:

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
20140664746,10/07/2014 03:38

When recorded, return to:

Chandler City Clerk
Mail Stop 606
PO Box 4008
Chandler, AZ 85244-4008

ELECTRONIC RECORDING
Exxon-44-1-1--,N

CAPTION HEADING:

The attached Final Order of
Condemnation Record #2014-
0636102 09/25/14 01:58pm is
being re-recorded to include
exhibits "A" through "Q".

DO NOT REMOVE

This is part of the official document.

RETURN TO
HELP

When recorded mail to:

Name: _____

Address: _____

City/State/Zip: _____

.....

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
2014-0636102 09/25/14 01:58 PM
PAPER RECORDING

0747028-5-1-1
henrya

this area reserved for county recorder

CAPTION HEADING:

DO NOT REMOVE

.....
This is part of the official document

FILED
SEP 18 2014 3:37pm
MICHAEL K. JEANES, Clerk
By *M. Jeanes*
Deputy

1 Glenn A. Brockman (#004821)
2 CHANDLER CITY ATTORNEY'S OFFICE
3 P.O. Box 4008, MS 602
4 Chandler, Arizona 85244-4008
5 (480) 782-4640
6 Attorney E-Mail: Glenn.Brockman@chandleraz.gov
7 Minute Entries: chandlercityattorney@chandleraz.gov
8 Attorney for Plaintiff

9
10 **IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**
11 **IN AND FOR THE COUNTY OF MARICOPA**

12 CITY OF CHANDLER, an Arizona municipal)
13 corporation,)
14)
15 Plaintiff,)
16)
17 vs.)
18)
19 EXXONMOBIL OIL CORPORATION, as)
20 successor in interest to Mobil Oil Corporation, a)
21 New York corporation; HOLIDAY HILLS)
22 COUNTRY CLUB, INC., an Oklahoma)
23 corporation; HEIGHTS PROPERTIES, an)
24 Arizona general partnership; WALGREEN)
25 ARIZONA DRUG COMPANY, an Arizona)
26 corporation; ULRIKE MARJA BRAUN;)
27 MARIA NICOLE BARKOVICS; RONALD W.)
28 LAWTON and ELIZABETH LAWTON; ALAN)
BISCOTTI and GENEVIEVE BISCOTTI,)
husband and wife; WELLS FARGO BANK, a)
National Association; NATIONAL BANK OF)
ARIZONA; BRAKE MASTERS OF PHOENIX,)
LLC; MARICOPA COUNTY; CIRCLE K)
STORES, INC., a Texas corporation; JOHN)
DOES I-X; JANE DOES I-X; ABC)
COMPANIES I-X; UNKNOWN OWNERS;)
UNKNOWN HEIRS, SUCCESSORS AND)
DEVISEES OF ANY OF THE ABOVE-)
NAMED DEFENDANTS, IF DECEASED,)
Defendants.

Cause No.: CV2009-091054
FINAL ORDER OF CONDEMNATION

1 In this action, a Partial Judgment in Condemnation was entered on January 29, 2010,
2 which made determinations as to all claims and matters related to those parcels of real property
3 described in Exhibits "F" through "I", inclusive, which are attached hereto and incorporated
4 herein by reference, the same being collectively identified in the Complaint in Condemnation
5 filed in this action and in said Partial Judgment as the "Lot 7 Property"; and a Final Judgment in
6 Condemnation was entered on April 27, 2010, which made determinations as to all claims and
7 matters related to those parcels of real property described in Exhibits "A" through "E", inclusive,
8 which are attached hereto and incorporated herein by reference, the same being collectively
9 identified in the Complaint in Condemnation filed in this action and in the Judgment in
10 Condemnation as the "Lot 9 Property", and it has been shown to the Court that Plaintiff's
11 obligation under the two judgments have been fully satisfied;

12 NOW, THEREFORE, IT IS ORDERED, that Plaintiff, CITY OF CHANDLER, have,
13 and is hereby granted, a final order and decree in condemnation in connection with the Partial
14 Judgment in Condemnation entered on January 29, 2010, and the Final Judgment in
15 Condemnation entered on April 27, 2010; and

16
17 IT IS FURTHER ORDERED that, as to the Lot 9 Property, the fee simple interest in and
18 to the real property described in attached Exhibit "A"; together with a temporary construction
19 easement in, on, over, under, across and through the real property described in attached Exhibit
20 "B", with the use of the easement limited by the terms stated in attached Exhibit "N"; together
21 with a sight visibility easement in, on, over, under, across and through the real property
22 described in attached Exhibit "C", with the use of the easement limited by the terms stated in
23 attached Exhibit "O"; together with a 69kv ground easement in, on, over, under, across and
24 through the real property described in attached Exhibit "D", with the use of the easement limited
25 by the terms stated in attached Exhibit "P"; together with an aerial easement in, on, over, and
26 across the real property described in attached Exhibit "E", with the use of the easement limited
27
28

1 by the terms stated in attached Exhibit "Q"; and all right, title and interest therein belonging to
2 any defendant in this action, be and the same is hereby condemned for the public purpose of
3 constructing, maintaining and operating roadway for public use within the City of Chandler,
4 Arizona; and

5
6 IT IS FURTHER ORDERED that, as to the Lot 7 Property, the fee simple interest in and
7 to the real property described in attached Exhibit "F"; together with a temporary construction
8 easement in, on, over, under, across and through the real property described in attached Exhibit
9 "G", with the use of the easement limited by the terms stated in attached Exhibit "J"; together
10 with a public utility easement in, on, over, under, across and through the real property described
11 in attached Exhibit "H", with the use of the easement limited by the terms stated in attached
12 Exhibit "K"; together with a 12kv ground easement in, on, over, under, across and through the
13 real property described in attached Exhibit "I", with the use of the easement limited by the terms
14 stated in attached Exhibit "L"; and all right, title and interest therein belonging to any defendant
15 in this action, be and the same is hereby condemned for the public purpose of constructing,
16 maintaining and operating roadway for public use within the City of Chandler, Arizona; and

17
18 IT IS FURTHER ORDERED that, upon a copy of this Final Order of Condemnation
19 being recorded with the County Recorder of Maricopa County, title in fee simple to the real
20 property described in attached Exhibits "A" and "F", together with the aforementioned easement
21 interests in the property described in attached Exhibits "B", "C", "D", "E", "G", "H" and "I",
22 shall vest in Plaintiff CITY OF CHANDLER, an Arizona municipal corporation.

23
24 DONE IN OPEN COURT ON: SEPT. 16, 2014, 2014.

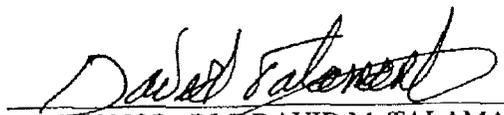
25
26
27 
28 THE HONORABLE DAVID M. TALAMANTE
Judge of the Superior Court

EXHIBIT "A"

June 18, 2007
REC No. 304021
Set 899
303-23-556

DESCRIPTION OF ROADWAY RIGHT-OF-WAY ACQUISITION

That portion of Lot 9, REPLAT OF LOTS 7, 8 & 9 OF SAN MARCOS SQUARE, as recorded in Book 345 of Maps at Page 23, Maricopa County Recorder's Office, Maricopa County, Arizona, described as follows:

COMMENCING at a Brass Cap Survey Monument at the Northwest corner of Section 32, Township 1 South, Range 5 East, Gila and Salt River Meridian, Maricopa County, Arizona, from said point a Brass Cap Survey Monument at the Northeast corner of the Northwest One-Quarter (NW ¼) of said Section 32 bears N 89°43'12" E 2,639.94 feet;

THENCE N 89°43'12" E, along the North Line of said Northwest One-Quarter (NW ¼), a distance of 86.10 feet;

THENCE S 00°16'48" E 65.00 feet to a ½" IP "RLS 14145" at an angle point on the North Line of said Lot 9, said point being the **POINT OF BEGINNING**;

THENCE N 89°43'12" E, along the North Line of said Lot 9, a distance of 204.90 feet to a Lead Plug/Tag "RLS 14145" at the Northeast corner of said Lot 9;

THENCE S 00°23'39" E, along the East Line of said Lot 9, a distance of 20.00 feet to a ½" IP "RLS 14145" on a line 20.00 feet Southerly of and parallel with said North Line of Lot 9;

THENCE S 89°43'12" W, along said parallel line, a distance of 94.28 feet to a ½" IP "RLS 14145";

THENCE S 00°16'48" E 5.00 feet to a ½" IP "RLS 14145" on a line 25.00 feet Southerly of and parallel with said North Line of Lot 9;

THENCE S 89°43'12" W, along said parallel line, a distance of 40.00 feet to a ½" IP "RLS 14145";

THENCE N 00°16'48" W 5.00 feet to a ½" IP "RLS 14145" on a line 20.00 feet Southerly of and parallel with said North Line of Lot 9;

June 18, 2007
EEC No. 304021
Set 899
303-23-556
Page 2

THENCE S 89°43'12" W, along said parallel line, a distance of 60.68 feet to a ½" IP "RLS 14145", said point being the intersection of a line 85.00 feet Southerly of and parallel with said North Line of Northwest One-Quarter (NW ¼) and a line 99.95 feet Easterly of and parallel with the West Line of said Northwest One-Quarter (NW ¼);

THENCE S 32°50'10" W 29.12 feet to a ½" IP "RLS 14145" on a line 15.00 feet Easterly of and parallel with the West Line of said Lot 9;

THENCE S 00°22'10" E, along said parallel line, a distance of 160.99 feet to a ½" IP "RLS 14145" on the South Line of said Lot 9;

THENCE S 89°36'06" W, along said South Line of Lot 9, a distance of 15.00 feet to a ½" IP "RLS 14145" at the Southwest corner of said Lot 9;

THENCE N 00°22'10" W, along the West Line of said Lot 9, a distance of 184.41 feet to a ½" IP "RLS 14145" at an angle point on the West Line of said Lot 9;

THENCE N 44°40'31" E, along the Northwesterly line of said Lot 9, a distance of 29.68 feet to the POINT OF BEGINNING.

Prepared by:

ENGINEERING AND ENVIRONMENTAL CONSULTANTS, INC.

James L. Dean, R.L.S.

JLD:vkp

J:\Survey\Dean\LEGAL\304021\Set 899 Roadway\ROW.doc



1955 W. CHANDLER BLVD. APN 303-23-556



CITY OF CHANDLER, ARIZONA
 DEPARTMENT OF PUBLIC WORKS
 CHANDLER BLVD. - DOBSON RD.
 INTERSECTION IMPROVEMENTS AND
 DOBSON RD. WIDENING TO FRYE RD.
 ST0503-201

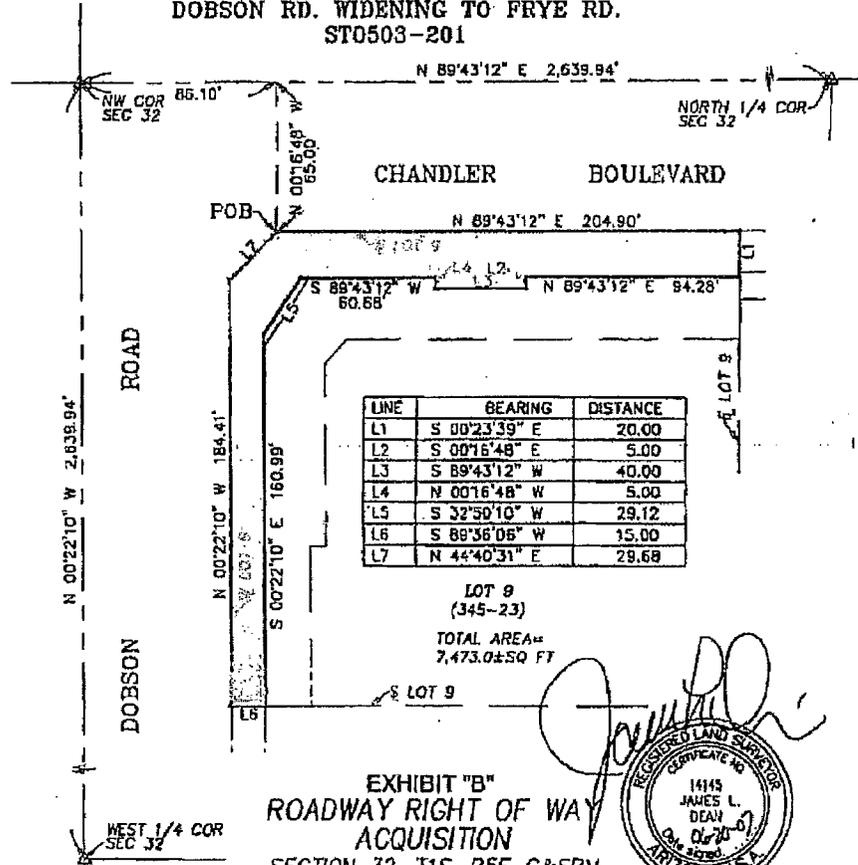


EXHIBIT "B"
 ROADWAY RIGHT OF WAY
 ACQUISITION
 SECTION 32, T1S, R5E G&SRM
 MARICOPA COUNTY, ARIZONA
 Engineering and Environmental Consultants, Inc.



4625 E. FT. LOWELL RD.
 TUCSON, ARIZONA 85712 520-321-4625
 SET 899

304021 SHEET 1/1

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1955 W. CHANDLER BLVD. APN 303-23-556



CITY OF CHANDLER, ARIZONA
 DEPARTMENT OF PUBLIC WORKS
 CHANDLER BLVD. - DOBSON RD.
 INTERSECTION IMPROVEMENTS AND
 DOBSON RD. WIDENING TO FRYE RD.
 ST0503-201

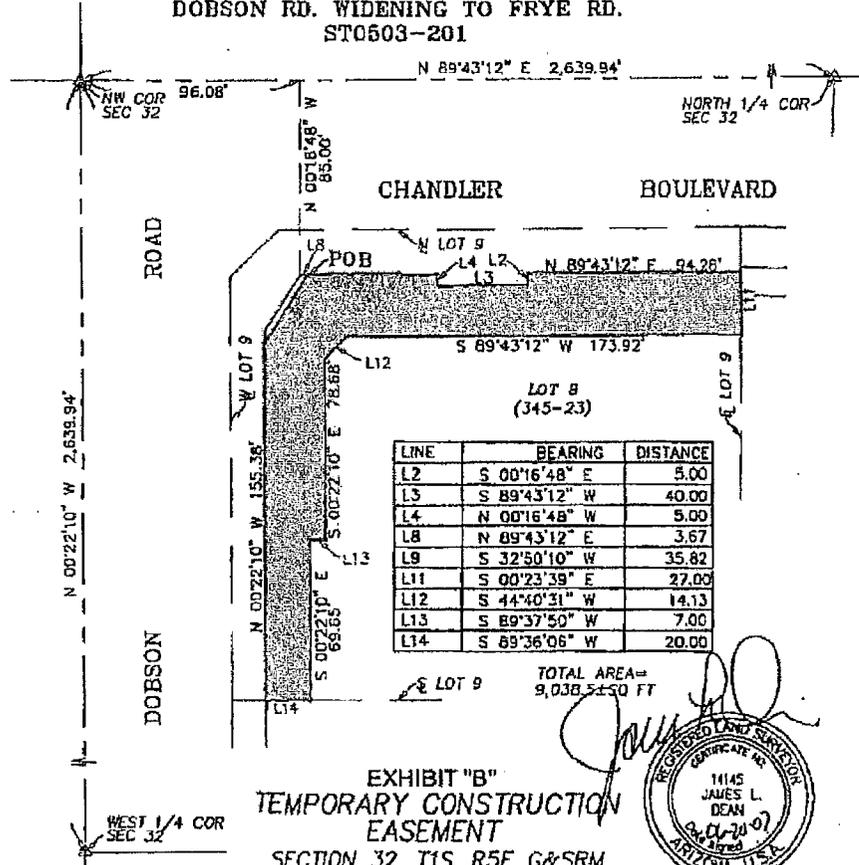


EXHIBIT "B"
 TEMPORARY CONSTRUCTION
 EASEMENT

SECTION 32, T1S, R5E G&SRM
 MARICOPA COUNTY, ARIZONA
 Engineering and Environmental Consultants, Inc.
 4826 E. FT. LOWELL RD.
 TUCSON, ARIZONA 85712 520-321-4626
 SET 918 304021



EXHIBIT "C"

June 18, 2007
BEC No. 304021
Set 917
303-23-556

DESCRIPTION OF SIGHT VISIBILITY TRIANGLE EASEMENT

That portion of Lot 9, REPLAT OF LOTS 7, 8 & 9 OF SAN MARCOS SQUARE, as recorded in Book 345 of Maps at Page 23, Maricopa County Recorder's Office, Maricopa County, Arizona, described as follows:

COMMENCING at a Brass Cap Survey Monument at the Northwest corner of Section 32, Township 1 South, Range 5 East, Gila and Salt River Meridian, Maricopa County, Arizona, from said point a Brass Cap Survey Monument at the Northeast corner of the Northwest One-Quarter (NW ¼) of said Section 32 bears N 89°43'12" E 2,639.94 feet;

THENCE N 89°43'12" E, along the North Line of said Northwest One-Quarter (NW ¼), a distance of 96.08 feet;

THENCE S 00°16'48" E 85.00 feet to a ½" IP "RLS 14145" at the POINT OF BEGINNING at the intersection of a line 85.00 feet Southeasterly of and parallel with said North Line of said Northwest One-Quarter (NW ¼) and a line 99.95 feet Easterly of and parallel with the West Line of said Northwest One-Quarter (NW ¼);

THENCE N 89°43'12" E, along a line 85.00 feet Southerly of and parallel with said North Line of Northwest One-Quarter (NW ¼), a distance of 3.67 feet;

THENCE S 32°50'10" W 35.82 feet to a line 15.00 feet Easterly of and parallel with the West Line of said Lot 9;

THENCE N 00°22'10" W, along said parallel line, a distance of 5.61 feet to a ½" IP "RLS 14145";

THENCE N 32°50'10" E 29.12 feet to the POINT OF BEGINNING.

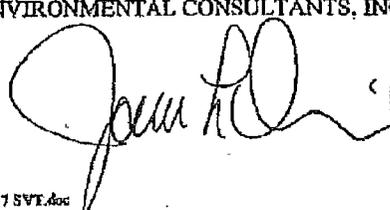
Prepared by:

ENGINEERING AND ENVIRONMENTAL CONSULTANTS, INC.

James L. Dean, R.L.S.

JLD/kp

J:\Survey\jld\304021\Set 917 SVT.doc



1955 W. CHANDLER BLVD. APN 303-23-556



CITY OF CHANDLER, ARIZONA
 DEPARTMENT OF PUBLIC WORKS
 CHANDLER BLVD. - DOBSON RD.
 INTERSECTION IMPROVEMENTS AND
 DOBSON RD. WIDENING TO FRYE RD.
 ST0503-201

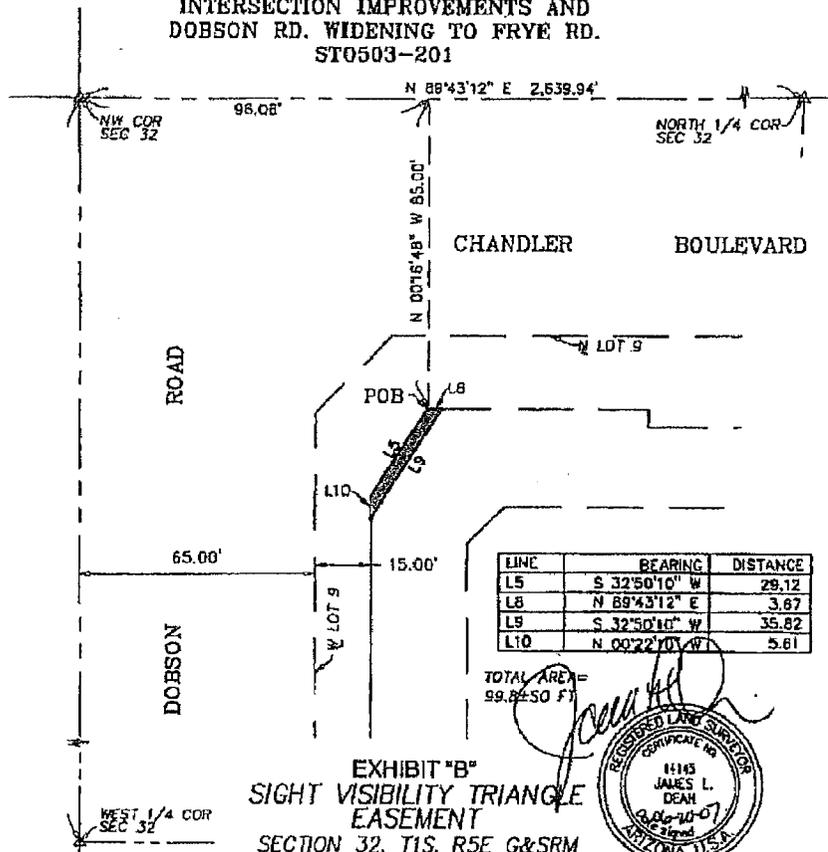


EXHIBIT "B"
 SIGHT VISIBILITY TRIANGLE
 EASEMENT

SECTION 32, T1S, R5E G&SRM
 MARICOPA COUNTY, ARIZONA
 Engineering and Environmental Consultants, Inc.
 4635 E. FT. LOWELL RD.
 TUCSON, ARIZONA 85712 520-321-4825
 SET 917



EXHIBIT "D"

Revised November 17, 2008
November 12, 2008
REC No 304021
Set 1112
303-23-556

**DESCRIPTION OF 69 KV GROUND EASEMENT
(NOT INCLUDING NEW RIGHT-OF-WAY)**

That portion of Lot 9, REPLAT OF LOTS 7, 8 & 9 OF SAN MARCOS SQUARE, as recorded in Book 345 of Maps at Page 23, Maricopa County Recorder's Office, Maricopa County, Arizona, described as follows:

COMMENCING at a Brass Cap Survey Monument at the Northwest corner of Section 32, Township 1 South, Range 5 East, Gila and Salt River Meridian, Maricopa County, Arizona, from said point a Brass Cap Survey Monument at the Northeast corner of the Northwest One-Quarter (NW ¼) of said Section 32 bears N 89°43'12" E 2,639.94 feet;

THENCE N 89°43'12" E, along the North Line of said Northwest One-Quarter (NW ¼), a distance of 72.79 feet;

THENCE S 00°26'01" E 78.12 feet to the Northwestern line of said Lot 9;

THENCE N 44°40'31" E, along said Northwestern line of Lot 9, a distance of 14.12 feet;

THENCE S 00°26'01" E 36.81 feet to the POINT OF BEGINNING;

THENCE continue S 00°26'01" E 25.80 feet;

THENCE N 89°38'02" E 10.00 feet;

THENCE S 00°26'01" E 25.01 feet;

THENCE S 89°43'06" W 10.00 feet;

THENCE S 00°26'01" E 29.00 feet;

THENCE S 01°07'47" E 85.22 feet;

THENCE S 00°22'14" E 0.42 feet to the Southerly line of said Lot 9;

Revised November 17, 2008
November 12, 2008
EEC No 304021
Set 1112
303-23-556
Page 2

THENCE S 89°36'06" W, along said Southerly line of Lot 9, a distance of 4.13 feet to a line 80.00 feet Easterly of and parallel with the Westerly line of said Northwest One-Quarter (NW ¼);

THENCE N 00°22'10" W, along said parallel line, a distance of 160.99 feet;

THENCE N 32°50'10" E 5.31 feet to the POINT OF BEGINNING.

Containing 784.3 square feet, more or less.

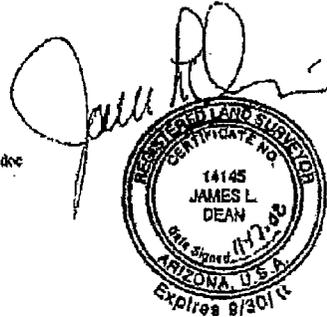
Prepared by:

ENGINEERING AND ENVIRONMENTAL CONSULTANTS, INC.

James L. Dean, R.L.S.

JLD:Vkp

J:\Survey\jld\ec\LEGAL\304\21\69 KV Ground Easement-Set 1112-303-23-556.dwg

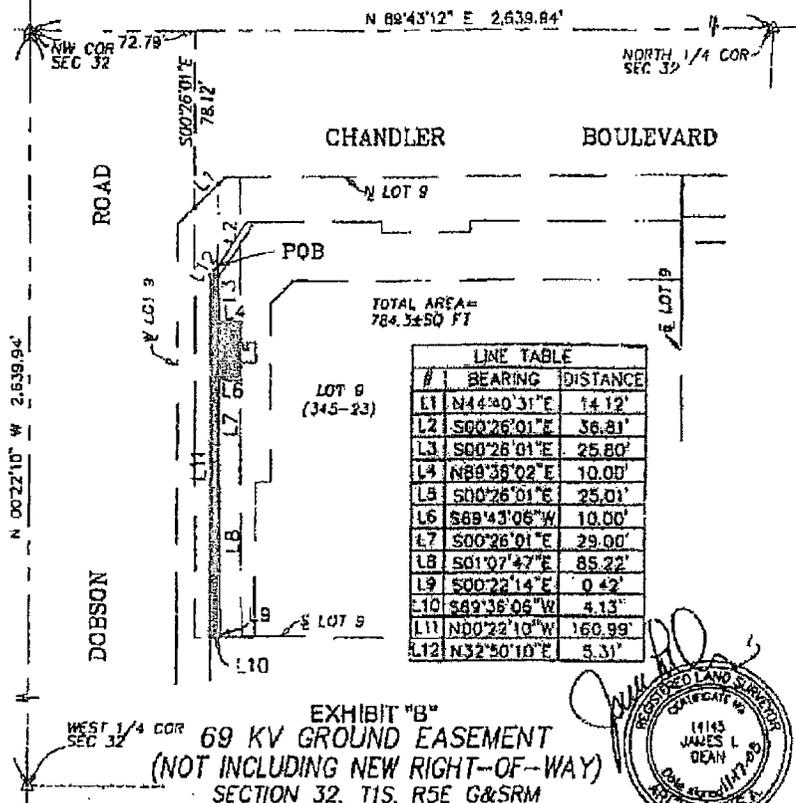


1955 W. CHANDLER BLVD. APN 303-23-556



1"=50'

CITY OF CHANDLER, ARIZONA
 DEPARTMENT OF PUBLIC WORKS
 CHANDLER BLVD. - DOBSON RD.
 INTERSECTION IMPROVEMENTS AND
 DOBSON RD. WIDENING TO FRYE RD.
 ST0503-201



| LINE TABLE | | |
|------------|-------------|----------|
| # | BEARING | DISTANCE |
| L1 | N44°40'31"E | 14.12' |
| L2 | S00°26'01"E | 36.81' |
| L3 | S00°26'01"E | 25.80' |
| L4 | N89°38'02"E | 10.00' |
| L5 | S00°26'01"E | 25.01' |
| L6 | S69°43'06"W | 10.00' |
| L7 | S00°26'01"E | 29.00' |
| L8 | S01°07'47"E | 85.22' |
| L9 | S00°22'14"E | 0.42' |
| L10 | S69°36'06"W | 4.13' |
| L11 | N00°22'10"W | 160.99' |
| L12 | N32°50'10"E | 5.31' |

EXHIBIT "B"
 69 KV GROUND EASEMENT
 (NOT INCLUDING NEW RIGHT-OF-WAY)

SECTION 32, T1S, R5E G&SRM
 MARICOPA COUNTY, ARIZONA
 Engineering and Environmental Consultants, Inc.
 4825 E. FT LOWELL RD
 TUCSON, ARIZONA 85712 520-921-4825
 SET 1112 11/12/08 REV 11/17/08



304021-Dobson-Chandler-Survey\69 KV SE 1112.dwg 11/14/2008 1 28:55 AM GMS1

EXHIBIT "E"

November 11, 2008
EBC No. 304021
Set 1111
303-23-556

**DESCRIPTION OF 69KVAERIAL EASEMENT
(NOT INCLUDING NEW RIGHT-OF-WAY)**

That portion of Lot 9, REPLAT OF LOTS 7, 8 & 9 OF SAN MARCOS SQUARE, as recorded in Book 345 of Maps at Page 23, Maricopa County Recorder's Office, Maricopa County, Arizona, described as follows:

COMMENCING at a Brass Cap Survey Monument at the Northwest corner of Section 32, Township 1 South, Range 5 East, Gila and Salt River Meridian, Maricopa County, Arizona, from said point a Brass Cap Survey Monument at the Northeast corner of the Northwest One-Quarter (NW ¼) of said Section 32 bears N 89°43'12" E 2,639.94 feet;

THENCE N 89°43'12" E, along the North Line of said Northwest One-Quarter (NW ¼), a distance of 72.79 feet;

THENCE S 00°26'01" E 78.12 feet to the Northwesterly line of said Lot 9;

THENCE N 44°40'31" E, along said Northwesterly line of Lot 9, a distance of 18.55 feet to the Northerly line of said Lot 9;

THENCE N 89°43'12" E, along said Northerly line of Lot 9, a distance of 6.86 feet;

THENCE S 00°26'01" E 24.68 feet to the POINT OF BEGINNING;

THENCE continue S 00°26'01" E of 95.04 feet;

THENCE S 01°07'47" E 85.22 feet;

THENCE S 00°22'14" E 0.42 feet to the Southerly line of said Lot 9;

THENCE S 89°36'06" W, along said Southerly line of Lot 9, a distance of 10.00 feet;

THENCE N 00°22'14" W 0.42 feet;

November 11, 2008
EEC No. 304021
Set 1111
303-23-556
Page 2

THENCE N 01°07'47" W 85.22 feet;

THENCE N 00°26'01" W 79.80 feet;

THENCE N 32°50'10" E 18.23 feet to the POINT OF BEGINNING.

Containing 1,730.5 square feet, more or less.

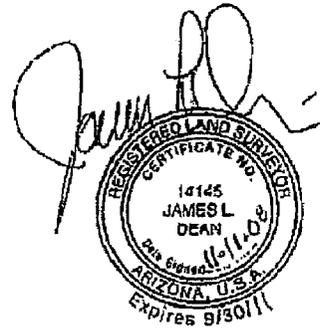
Prepared by:

ENGINEERING AND ENVIRONMENTAL CONSULTANTS, INC.

James L. Dean, R.L.S.

JLD:Kp

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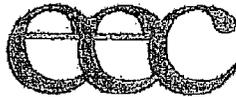
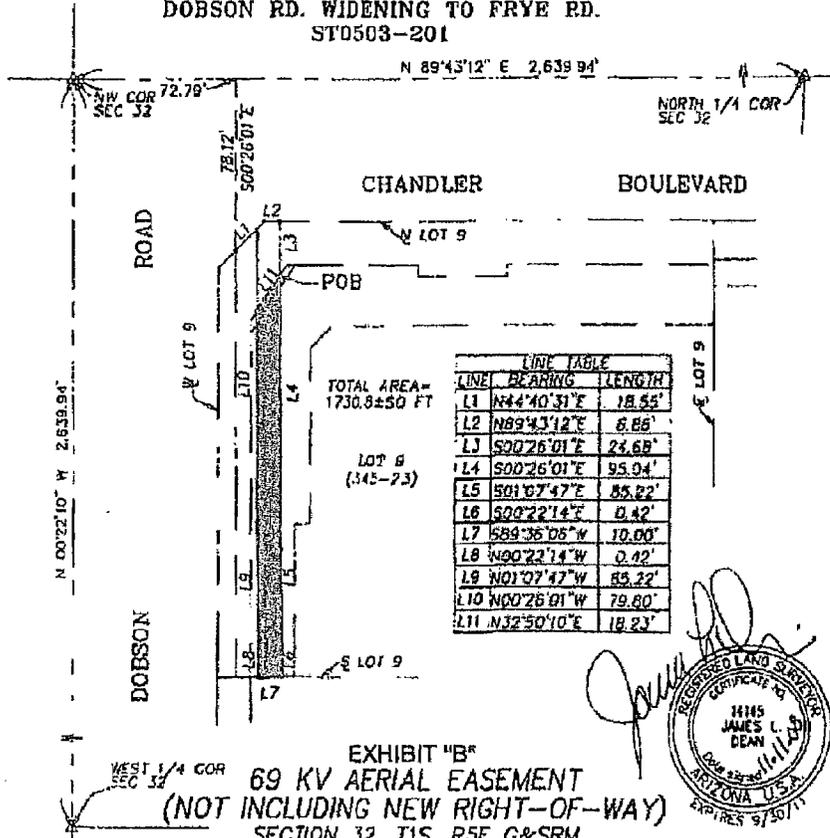


1955 W. CHANDLER BLVD. APN 303-23-556



1"=50'

CITY OF CHANDLER, ARIZONA
 DEPARTMENT OF PUBLIC WORKS
 CHANDLER BLVD. - DOBSON RD.
 INTERSECTION IMPROVEMENTS AND
 DOBSON RD. WIDENING TO FRYE RD.
 STD503-201



304021 Dobson E:\proj\Survey\69 KV SET 1111.dwg 11/11/2008 4 21:49 PM LWST

SHEET 1/1 304021

EXHIBIT "F"

Revised March 12, 2008
June 18, 2007
EBC No. 304021
Set 881
303-23-554C

DESCRIPTION OF ROADWAY RIGHT-OF-WAY ACQUISITION

That portion of Lot 7, REPLAT OF LOTS 7, 8 & 9, SAN MARCOS SQUARE, as recorded in Book 345 of Maps at Page 23, Maricopa County Recorder's Office, Maricopa County, Arizona, described as follows:

COMMENCING at a Brass Cap Survey Monument at the Northwest corner of Section 32, Township 1 South, Range 5 East, Gila and Salt River Meridian, Maricopa County, Arizona, from said point a Brass Cap Survey Monument at the Northeast corner of the Northwest One-Quarter (NW ¼) of said Section 32 bears N 89°43'12" E 2,639.94 feet;

THENCE N 89°43'12" E, along the North Line of said Northwest One-Quarter (NW ¼), a distance of 290.87 feet to the Northerly prolongation of West Line of said Lot 7;

THENCE S 00°23'39" E, along said Northerly prolongation, a distance of 65.00 feet to a Lead Plug/Tag "RLS 14145" at the Northwest corner of said Lot 7, said point being the POINT OF BEGINNING;

THENCE N 89°43'12" E, along said North Line of Lot 7, a distance of 368.97 feet to a ½" IP "RLS 14145" at the Northeast corner of said Lot 7;

THENCE S 00°23'39" E, along the East Line of said Lot 7, a distance of 6.00 feet to a ½" IP "RLS 14145" on a line 6.00 feet Southerly of and parallel with said North Line of Lot 7;

THENCE S 89°43'12" W, along said parallel line, a distance of 44.62 feet to a ½" IP "RLS 14145";

THENCE S 00°23'39" E 2.00 feet to a Lead Plug/Tag "RLS 14145" on a line 8.00 feet Southerly of and parallel with said North Line of Lot 7;

THENCE S 89°43'12" W, along said parallel line, a distance of 259.75 feet to a ½" IP "RLS 14145";

THENCE S 00°23'39" E 10.00 feet to a ½" IP "RLS 14145" on a line 18.00 feet Southerly of and parallel with said North Line of Lot 7;

Revised March 12, 2008
June 18, 2007
EEC No. 304021
Set 881
303-23-554C
Page 2

THENCE S 89°43'12" W, along said parallel line, a distance of 64.60 feet to a 1/2" IP
"RLS 14145" on the Westerly line of said Lot 7;

THENCE N 00°23'39" W, along said Westerly line of Lot 7, a distance of 18.00 feet to
the POINT OF BEGINNING.

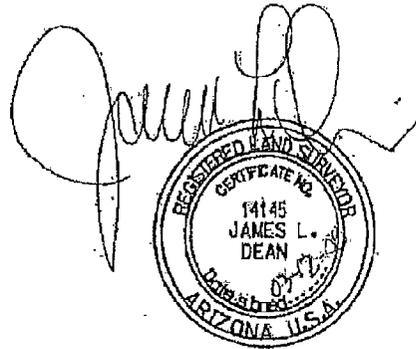
Prepared by:

ENGINEERING AND ENVIRONMENTAL CONSULTANTS, INC.

James L. Dean, R.L.S.

JLD:\kcp

J:\Survey\j\dean\LEGAL\304021\Set 881 Roadway ROW.doc



Expires 9/30/2008

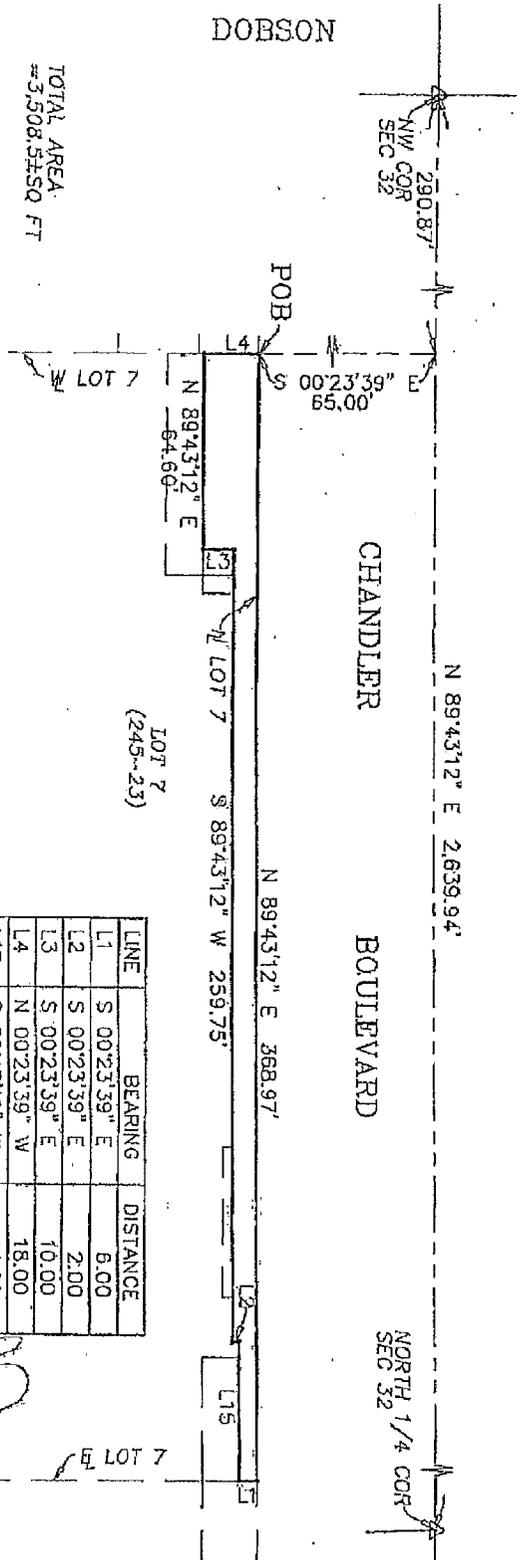
1925 W. CHANDLER BLVD. APN 303-23-554C

CITY OF CHANDLER, ARIZONA
 DEPARTMENT OF PUBLIC WORKS
 CHANDLER BLVD. - DOBSON RD.
 INTERSECTION IMPROVEMENTS AND
 DOBSON RD. WIDENING TO FRYE RD.
 ST0503-201



ROAD

DOBSON



TOTAL AREA:
 =3,508.5150 FT

EXHIBIT "B"
 ROADWAY RIGHT OF WAY ACQUISITION

SECTION 32, T1S, R5E G&SRM
 MARICOPA COUNTY, ARIZONA

Engineering and Environmental Consultants, Inc.

4625 E. FT. LOWELL RD.
 TUCSON, ARIZONA 85718 520-321-4625
 SET 881

REV. 3/12/08 EEC 304021

| LINE | BEARING | DISTANCE |
|------|---------------|----------|
| L1 | S 00°23'39" E | 8.00 |
| L2 | S 00°23'39" E | 2.00 |
| L3 | S 00°23'39" E | 10.00 |
| L4 | N 00°23'39" W | 18.00 |
| L15 | S 89°43'12" W | 44.82 |

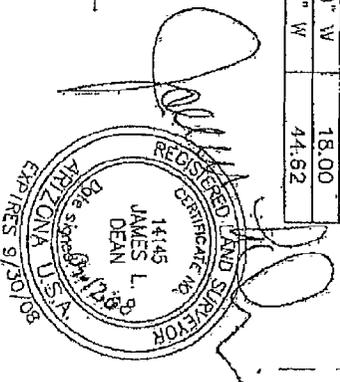


EXHIBIT "G"

Revised March 12, 2008
Revised January 18, 2008
June 18, 2007
EBC No. 304021
Sets 882 & 883
303-23-554C

DESCRIPTION OF TEMPORARY CONSTRUCTION EASEMENT

That portion of Lot 7, REPLAT OF LOTS 7, 8 & 9 SAN MARCOS SQUARE, as recorded in Book 345 of Maps at Page 23, Maricopa County Recorder's Office, Maricopa County, Arizona, described as follows:

COMMENCING at a Brass Cap Survey Monument at the Northwest corner of Section 32, Township 1 South, Range 5 East, Gila and Salt River Meridian, Maricopa County, Arizona, from said point a Brass Cap Survey Monument at the Northeast corner of the Northwest One-Quarter (NW ¼) of said Section 32 bears N 89°43'12" E 2,639.94 feet;

THENCE N 89°43'12" E, along the North Line of said Northwest One-Quarter (NW ¼), a distance of 290.87 feet to the Northerly prolongation of the West Line of said Lot 7;

THENCE S 00°23'39" E, along said Northerly prolongation and along said West Line of Lot 7, a distance of 83.00 feet to a set ½" IP "RLS 14145" at the **POINT OF BEGINNING** on a line 18.00 feet Southerly of and parallel with the North Line of said Lot 7;

THENCE N 89°43'12" E, along said parallel line, a distance of 64.60 feet to a set ½" IP "RLS 14145";

THENCE N 00°23'39" W 10.00 feet to a set ½" IP "RLS 14145" on a line 8.00 feet Southerly of and parallel with the North Line of said Lot 7;

THENCE N 89°43'12" E, along said parallel line, a distance of 8.12 feet to "Point 9954";

THENCE S 00°23'39" E 22.00 feet to a line 30.00 feet Southerly of and parallel with the North Line of said Lot 7;

THENCE S 89°43'12" W, along said parallel line, a distance of 72.72 feet to the West Line of said Lot 7;

THENCE N 00°23'39" W, along said West Line of Lot 7, a distance of 12.00 feet to the **POINT OF BEGINNING**.

Revised March 12, 2008
Revised January 18, 2008
June 18, 2007
EEC No. 304021
Sets 882 & 883
303-23-554C
Page 2

TOGETHER WITH

That portion of said Lot 7, described as follows:

COMMENCING at said "Point 9954";

THENCE N 89°43'12" E, along a line 8.00 feet Southerly of and parallel with said North Line of Lot 7, a distance of 251.63 feet to a set ½" IP "RLS 14145";

THENCE N 00°23'39" W 2.00 feet to a set ½" IP "RLS 14145" on a line 6.00 feet Southerly of and parallel with said North Line of Lot 7;

THENCE N 89°43'12" E, along said parallel line, a distance of 4.99 feet to the **POINT OF BEGINNING**;

THENCE continue N 89°43'12" E, along said parallel line, a distance of 39.63 feet to a set ½" IP "RLS 14145" on the East Line of said Lot 7;

THENCE S 00°23'39" E, along said East Line of Lot 7, a distance of 12.00 feet to a line 18.00 feet Southerly of and parallel with said North Line of Lot 7;

THENCE S 89°43'12" W, along said parallel line, a distance of 39.63 feet;

THENCE N 00°23'39" W 12.00 feet to the **POINT OF BEGINNING**.

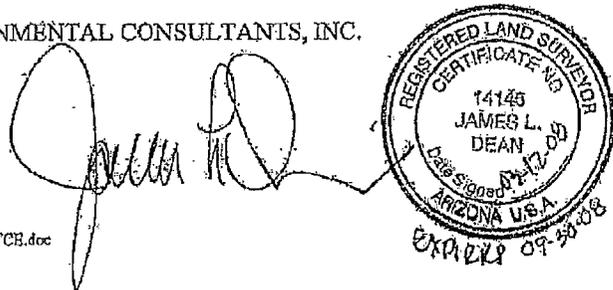
Prepared by:

ENGINEERING AND ENVIRONMENTAL CONSULTANTS, INC.

James L. Dean, R.L.S.

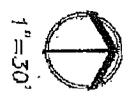
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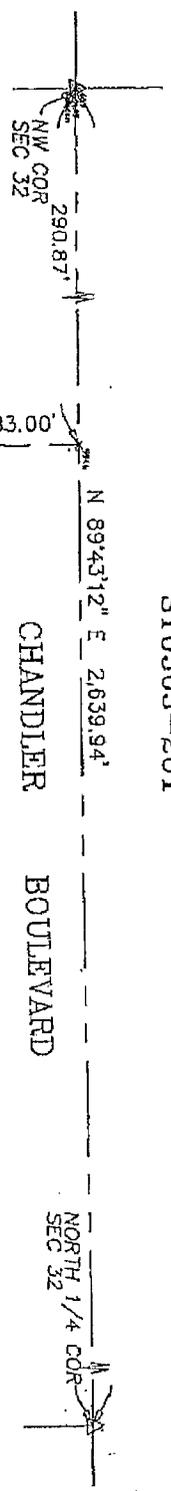


1925 W. CHANDLER BLVD. APN 303-23-554C

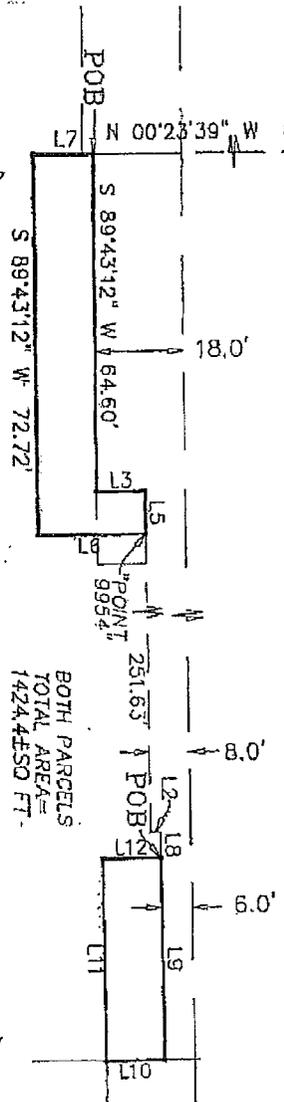
CITY OF CHANDLER, ARIZONA
 DEPARTMENT OF PUBLIC WORKS
 CHANDLER BLVD. -- DOBSON RD.
 INTERSECTION IMPROVEMENTS AND
 DOBSON RD. WIDENING TO FRYE RD.
 ST0503-201



DOBSON ROAD



| LINE | BEARING | DISTANCE |
|------|---------------|----------|
| L1 | S 00°23'39" E | 6.00 |
| L2 | S 00°23'39" E | 2.00 |
| L3 | S 00°23'39" E | 10.00 |
| L4 | N 00°23'39" W | 18.00 |
| L5 | N 89°43'12" E | 8.12 |
| L6 | S 00°23'39" E | 22.00 |
| L7 | N 00°23'39" W | 12.00 |
| L8 | N 89°43'12" E | 4.99 |
| L9 | N 89°43'12" E | 39.63 |
| L10 | S 00°23'39" E | 12.00 |
| L11 | S 89°43'12" W | 39.63 |
| L12 | N 00°23'39" W | 12.00 |



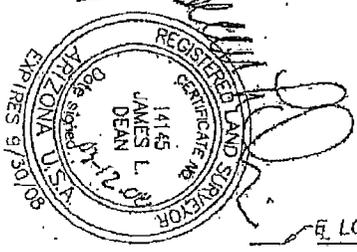
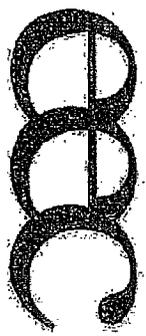
BOTH PARCELS
 TOTAL AREA=
 1424.450 FT.

EXHIBIT "B"
 TEMPORARY CONSTRUCTION EASEMENT

SECTION 32, T1S, R5E G&SRM
 MARICOPA COUNTY, ARIZONA

Engineering and Environmental Consultants, Inc.

4825 E. FT. LOWELL RD.
 TUCSON, ARIZONA 85712 520-321-4625
 SETS 882 & 883 REVISED 1/19/08 FEC 304021
 REVISED 3/12/08



Revised March 12, 2008
June 18, 2007
EEC No. 304021
Set 884
303-23-554C
Page 2

THENCE N 00°16'48" W 3.00 feet to the POINT OF BEGINNING.

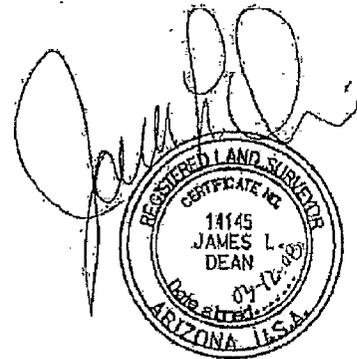
Prepared by:

ENGINEERING AND ENVIRONMENTAL CONSULTANTS, INC.

James L. Dean, R.L.S.

JLD:akp

J:\Survey\j\dean\LEGAL\304021\Set 884 Public Utility Easement.dwg



Expires 9/30/2008

EXHIBIT "C"

March 12, 2008
EEC No. 304021
Set 1040
303-23-554C

DESCRIPTION OF 12 KV UNDERGROUND EASEMENT

That portion of Lot 7, REPLAT OF LOTS 7, 8 & 9 SAN MARCOS SQUARE, as recorded in Book 345 of Maps at Page 23, Maricopa County Recorder's Office, Maricopa County, Arizona, described as follows:

COMMENCING at a Brass Cap Survey Monument at the Northwest corner of Section 32, Township 1 South, Range 5 East, Gila and Salt River Meridian, Maricopa County, Arizona, from said point a Brass Cap Survey Monument at the Northeast corner of the Northwest One-Quarter (NW ¼) of said Section 32 bears N 89°43'12" E 2,639.94 feet;

THENCE N 89°43'12" E, along the North Line of said Northwest One-Quarter (NW ¼), a distance of 290.87 feet to the Northerly prolongation of the West Line of said Lot 7;

THENCE S 00°23'39" E, along said Northerly prolongation and along said West Line of Lot 7, a distance of 83.00 feet to a set ½" IP "RLS 14145" on a line 18.00 feet Southerly of and parallel with the North Line of said Lot 7;

THENCE N 89°43'12" E, along said parallel line, a distance of 64.60 feet to the POINT OF BEGINNING at a set ½" IP "RLS 14145";

THENCE N 00°23'39" W 10.00 feet to a set ½" IP "RLS 14145" on a line 8.00 feet Southerly of and parallel with the North Line of said Lot 7;

THENCE N 89°43'12" E, along said parallel line, a distance of 13.97 feet;

THENCE S 00°00'00" E 10.00 feet to a line 18.00 feet Southerly of and parallel with said North Line of Lot 7;

THENCE S 89°43'12" W, along said parallel line, a distance of 13.90 feet to the POINT OF BEGINNING;

March 12, 2008
EBC No. 304021
Sets 1040
303-23-554C
Page 2

Containing 139.4 square feet, more or less.

Prepared by:

ENGINEERING AND ENVIRONMENTAL CONSULTANTS, INC.

James L. Dean, R.L.S.

JLD:akp

J:\Survey\jdcem\LEGAL\304021\12 KV Underground Easement Set 1040 303-23-554C.doc



Expires 9/30/2008

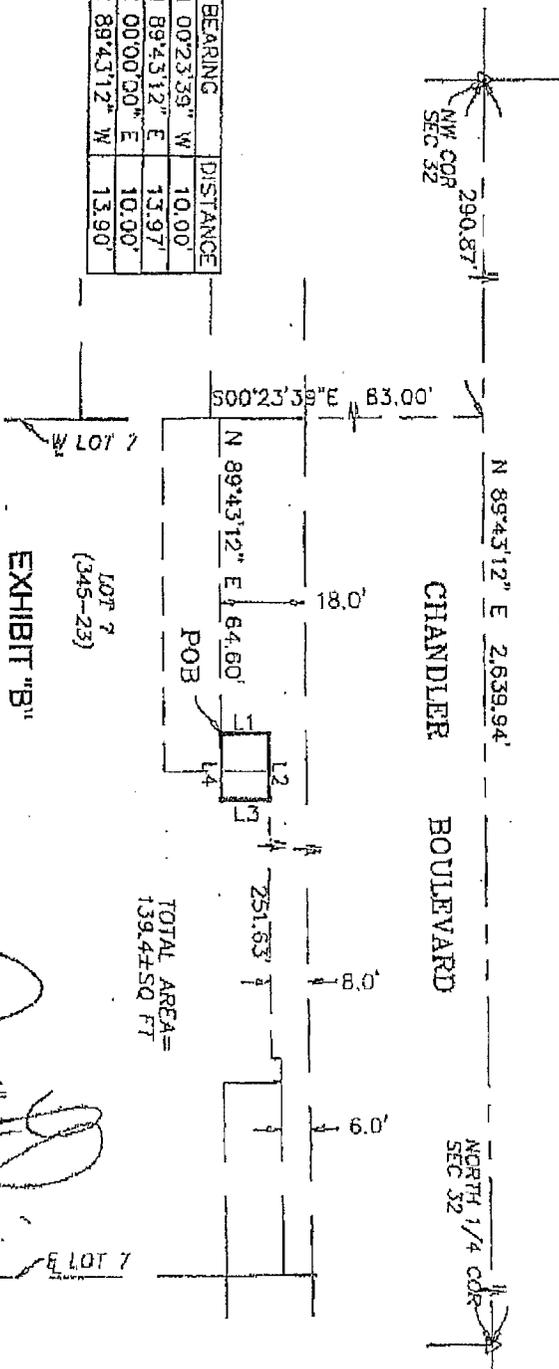
1925 W. CHANDLER BLVD. APN 303-23-554C

CITY OF CHANDLER, ARIZONA
 DEPARTMENT OF PUBLIC WORKS
 CHANDLER BLVD. - DOBSON RD.
 INTERSECTION IMPROVEMENTS AND
 DOBSON RD. WIDENING TO FRYE RD.
 ST0503-201



DOBSON ROAD

| LINE | BEARING | DISTANCE |
|------|---------------|----------|
| L1 | N 00°23'39" W | 10.00' |
| L2 | N 89°43'12" E | 13.97' |
| L3 | S 00°00'20" E | 10.00' |
| L4 | S 89°43'12" W | 13.90' |



TOTAL AREA =
139,447.50 FT

EXHIBIT "B"

12 KV UNDERGROUND EASEMENT

SECTION 32, T1S, R5E G&SRM
 MARICOPA COUNTY, ARIZONA

Engineering and Environmental Consultants, Inc.

4825 E. FT. LOWELL RD.

TUCSON, ARIZONA 85712 520-321-4625

SET 1040

3/12/08

ECC 304021

P:\304021-Dobson-Chandler\Survey\12KV SET 1040.dwg.dwg 3/12/2008 9:55:17 AM UMSI

SHEET 1/1

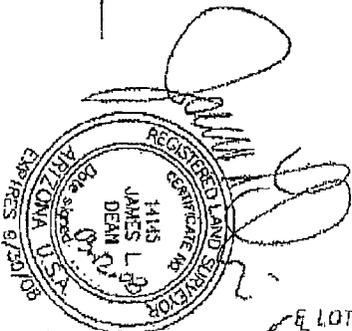


Exhibit "J"
TCE - Terms and Conditions

The purpose of this Temporary Construction Easement affecting the real property described in Exhibit "G" attached to this Partial Judgment in Condemnation (the "Easement Parcel") is to allow Plaintiff City of Chandler, its agents, employees, contractors, subcontractors and assigns, including applicable utility providers, to use the Easement Parcel for the construction of road and related improvements in connection with, and pursuant to the construction plans for, the Chandler Boulevard/Dobson Road Intersection Improvements Project No. ST0503-201 (the "Project"). Related improvements may include, and are not limited to, any required or planned utility relocations and/or retention basins.

This easement shall commence on the date that written notification is made by Plaintiff of the initiation of construction for the Project or on February 1, 2010, whichever occurs first, and shall automatically terminate 365 days thereafter. Notwithstanding the foregoing, Plaintiff shall, upon written request from Defendant Holiday Hills, execute a document, in a commercially reasonable form, terminating this easement. In the event completion of the Project occurs earlier than the full term of the easement, Plaintiff shall terminate this easement by written notice to Defendant Holiday Hills, or its successors-in-interest, and, upon written request of the Holiday Hills, or its successors-in-interest, by execution of a document, in a commercially reasonable form, terminating this easement.

A condition of the granting of this easement is that Plaintiff shall repair and restore the Easement Parcel to a like or equivalent condition as existed prior to the construction activity giving rise to the easement, and Plaintiff shall be liable for and indemnify, defend and hold the owner of the Easement Parcel harmless for, from and against any and all damages, claims, actions and/or losses, and any liability whatsoever, arising from or related to the negligent use or intentional misuse of the Easement Parcel by Plaintiff, and/or its employees, agents, contractors, subcontractors or assigns, during the term of the easement.

Exhibit "K"
Public Utility Easement - Terms and Conditions

Plaintiff City of Chandler, and its successors and assigns ("Grantee"), shall have an easement in, on, over, under, across, and through that certain real property described in Exhibit "H" attached to this Partial Judgment in Condemnation (the "Easement Parcel"), to construct, install, reconstruct, replace, remove, repair, modify, operate and maintain all overhead and underground public utilities and lines and poles, and aboveground structures no greater than four (4) feet in height above grade, facilities and appurtenances related thereto, as Grantee from time to time may deem necessary or appropriate, including, but not limited to, sewer, gas, water or similar pipelines and appurtenances, and electric of no greater than 69 kV, telephone, and similar lines and appurtenances ("Grantee's Utilities"), together with the right of ingress and egress to, from, across and along the Easement Parcel.

This easement shall also include: (i) Grantee's right to cut back and trim such portion of branches and tops of trees and vegetation as may extend over the Easement Parcel from any abutting land so as to prevent the same from unreasonably interfering with the efficient maintenance, operation and access to Grantee's Utilities; (ii) Grantee's right to have reasonable ingress and egress to and from the Easement Parcel for the uses permitted by this easement; and (iii) Grantee's right to authorize, permit and license the use of the Easement Parcel for other public utilities and public service corporations to use the Easement Parcel jointly with Grantee for purposes consistent with this easement.

This easement is subject to the following conditions and limitations:

1. This easement is subject to all easements and encumbrances of record, other than those extinguished through this condemnation action, and is non-exclusive, *provided that* later granted easements shall be subject to Grantee's rights and uses.
2. There is reserved to the record owner of the Easement Parcel, and the owner's successors and assigns ("Grantor"), all such rights and privileges in the land as may be used without interfering with or abridging the easement rights granted herein or without endangering Grantee's Utilities or the use thereof.
3. Grantor shall not construct, install or place, or permit to be constructed, installed or placed any building or other structure within the area of the Easement Parcel; nor shall Grantor cause or permit the planting of any trees, drilling of any well, storing of materials, or altering of ground level by cut or fill, within the area of the Easement Parcel that unreasonably interferes with the permitted uses of the Easement.
4. In the event Grantee records a document to formally abandon this easement, all of Grantee's rights hereunder shall cease, except the right to remove any and all property placed upon the Easement Parcel within a reasonable time subsequent to such abandonment.

5. The terms and conditions herein set forth run with the land and shall extend and inure in favor and to the benefit of and shall be binding on the heirs, administrators, executors, personal representatives, legal representatives, successors (including successors in ownership and estate), assigns, lessees and permittees of Grantor and Grantee.

Exhibit "L"
Power Distribution Easement - Terms and Conditions

Plaintiff City of Chandler, and its successors and assigns ("Grantee"), shall have an easement in, upon, over, under, across, through that certain real property described in Exhibit "T" attached to this Partial Judgment in Condemnation (the "Easement Parcel"), to construct, install, reconstruct, replace, remove, repair, operate and maintain underground electrical conductors, conduits, pipes, cables, vaults, pads, switching equipment, enclosures, manholes, guys, and transformers and all other appliances and fixtures (collectively the "Facilities"), for the transmission and distribution of electricity, and for all other purposes connected therewith, at such locations and elevations, in, upon, over, under, across, through the Easement Parcel as Grantee may now or hereafter deem convenient or necessary from time to time, provided that any above ground structures other than lines and poles shall be no greater than four (4) feet in height above grade, together with the right of ingress and egress to, from, across and along the Easement Parcel. Grantee is hereby authorized to permit other public utilities or public service corporations to use the Easement Parcel for additional Facilities jointly or separately from the Grantee for their purposes provided they are consistent with the purposes for which this easement is granted.

This easement is subject to the following conditions and limitations:

1. **CAUTION:** Facilities placed within the Easement Parcel may contain high voltage electrical equipment of no greater than 12kV. Notice is hereby given that the location of any underground electrical conductors or facilities must be verified as required by Arizona Revised Statutes, Section 40-360.21 et. seq., Arizona Blue Stake Law, prior to any excavation.

2. The record owner of the underlying fee interest in the Easement Parcel, and the owner's successors and assigns ("Grantor"), shall maintain a clear area that extends 3.00 feet from and around all edges of all transformer pads and other equipment pads, and a clear operational area that extends 12.00 feet immediately in front of all transformer and other equipment openings. No obstructions, trees, shrubs, fixtures or permanent structures shall be placed within said areas.

3. Grantor shall not construct, install or place, or permit to be constructed, installed or placed any building or other structure; nor shall Grantor cause or permit the planting of any trees, drilling of any well, storing of materials, or altering of ground level by cut or fill, within the area of the Easement Parcel that unreasonably interferes with the permitted uses of the Easement.

4. There is reserved to the Grantor the right to use and occupy the Easement Parcel for any purpose consistent with the rights and purposes herein granted to Grantee, provided, however, that such use shall not unreasonably interfere with Grantee's right and ability to construct, access, and maintain the Facilities, or endanger any of the Facilities or the use thereof.

5. Grantee shall have the right (but not the obligation) to trim, cut and clear away trees, brush or other vegetation on the Easement Parcel whenever in Grantee's judgment the same shall be necessary for the convenient and safe exercise of the rights herein granted.

6. In the event Grantee records a document to formally abandon this easement, all of Grantee's rights hereunder shall cease, except the right to remove any and all property placed upon the Easement Parcel within a reasonable time subsequent to such abandonment.

7. This easement is subject to all easements and encumbrances of record, other than those extinguished through this condemnation action, and is non-exclusive, *provided that* later granted easements shall be subject to Grantee's rights and uses.

8. Plaintiff may, in its sole discretion, assign the easement rights granted herein to Salt River Project Agricultural Improvement and Power District, an agricultural improvement district organized and existing under the laws of the State of Arizona ("SRP"), for use by SRP and its successors and assigns, and, upon recording such assignment, City of Chandler shall have no further obligation, responsibility or liability, and no further rights, pursuant to or because of this easement.

9. All of the Facilities placed within the Easement Parcel pursuant to this instrument shall remain the property of Grantee.

10. Grantee shall at all times safely operate and maintain the Facilities within the Easement Parcel and shall promptly repair and restore to its prior condition any site improvements (other than those improvements that conflict with the paragraph 2 above) existing within or along the Easement Parcel that are disturbed by the construction and maintenance of the Facilities by Grantee, or Grantee's agents or contractors.

11. In the exercise of this easement, Grantee shall not unreasonably interfere with or obstruct Grantor, or Grantor's agents or contractors, in the location or construction of any buildings located in the area adjoining the Easement Parcel, or unreasonably interfere with any business of Grantor. Nothing in this paragraph, however, shall allow Grantor, or Grantor's agents or contractors, to construct a building or other major structure within the Easement Parcel, or to unreasonably interfere with Grantee's rights to construct, operate, maintain and have reasonable access to the Facilities.

12. The terms and conditions herein set forth shall extend and inure in favor and to the benefit of and shall be binding on the heirs, administrators, executors, personal representatives, legal representatives, successors (including successors in ownership and estate), assigns, lessees and permittees of Grantor and Grantee.

EXHIBIT "M"

There is no Exhibit "M" to this Final Order of Condemnation. It has been intentionally omitted.

Exhibit "N"
TCE - Terms and Conditions

The purpose of this Temporary Construction Easement affecting the real property described in Exhibit "B" attached to this Judgment in Condemnation (the "Easement Parcel") is to allow Plaintiff City of Chandler, its agents, employees, contractors, subcontractors and assigns, including applicable utility providers ("Grantee"), to use the Easement Parcel for the construction of road and related improvements in connection with, and pursuant to the construction plans for, the Chandler Boulevard/Dobson Road Intersection Improvements Project No. ST0503-201 (the "Project"). Related improvements may include, and are not limited to, any required or planned utility relocations and/or retention basins.

This easement shall commence on the date that written notification is made by Grantee of the initiation of construction for the Project or on May 1, 2010, whichever occurs first, and shall automatically terminate 365 days thereafter. Notwithstanding the foregoing, Grantee shall, upon written request from Defendant Circle K Stores Inc. ("Grantor"), execute a document, in a commercially reasonable form, terminating this easement. In the event completion of the Project occurs earlier than the full term of the easement, Grantee shall terminate this easement by written notice to Grantor, or its successors-in-interest, and, upon written request of Grantor, or its successors-in-interest, by execution of a document, in a commercially reasonable form, terminating this easement.

A condition of the granting of this easement is that Grantee shall repair and restore the Easement Parcel to a like or equivalent condition as existed prior to the construction activity giving rise to the easement, and Grantee shall be liable for and indemnify, defend and hold the owner of the Easement Parcel harmless for, from and against any and all damages, claims, actions and/or losses, and any liability whatsoever, arising from or related to the negligent use or intentional misuse of the Easement Parcel by Grantee, including its employees, agents, contractors, subcontractors or assigns, during the term of the easement.

Exhibit "O"
Sight Visibility Easement - Terms and Conditions

The purpose of this Sight Visibility Easement affecting the real property described in Exhibit "C" attached to this Judgment in Condemnation (the "Easement Parcel") is to grant Plaintiff City of Chandler ("Grantee") the right and authority to limit the height, size and type of flora and man-made, surface and above ground structures and improvements that may occupy the Easement Parcel so that sight visibility is maintained in accordance with applicable City of Chandler Standard Details, together with the right of ingress and egress to, from, across and along the Easement Parcel.

The aforesaid grant of easement shall be subject to the following covenants, restrictions and conditions:

1. Grantee shall have the right, in Grantee's sole discretion, but without any requirement to do so, to trim or remove any trees, shrubs or other landscaping within the Easement Parcel, including the right to cut back and trim such portion of branches and tops of trees and vegetation as may extend over the Easement Parcel from any abutting land, including land owned by Defendant Circle K Stores Inc. ("Grantor"), which, in the judgment of Grantee, interfere or may interfere with the aforementioned sight visibility.

2. Grantee shall have the right, in Grantee's sole discretion, but without any requirement to do so, to remove or replace surface or above ground improvements that, in the judgment of Grantee, interfere or may interfere with the aforementioned sight visibility.

3. Grantor reserves the right to use the Easement Parcel for any purpose not inconsistent with the rights granted herein and provided that such use does not interfere with the aforementioned sight visibility.

4. The easement granted herein runs with the land, and the easement and all covenants, restrictions and conditions hereof shall be binding upon Grantor, its successors and assigns, and shall inure to the benefit of Grantee, its successors and assigns.

5. If Grantee records a document to formally abandon this easement, all of Grantee's rights hereunder shall cease. In such event, written notice of such abandonment shall be provided to the person or party then holding title to the underlying land.

Exhibit "P"
69ky Ground Easement - Terms and Conditions

Plaintiff City of Chandler, its agents, employees, contractors and permittees, and its successors and assigns ("Grantee"), shall have an easement in, upon, over, under, across, and through that certain real property owned by Defendant Circle K Stores Inc. ("Grantor") and described in Exhibit "D" attached to this Judgment in Condemnation (the "Easement Parcel"), to construct, install, reconstruct, replace, remove, repair, modify, operate and maintain a line or lines of poles, towers, or other supporting structures and conductors or cables suspended thereon and supported thereby, and underground conductors, conduits, pipes, cables, vaults, manholes, guys, anchorage, crossarms, braces, transformers and all other appliances and fixtures (collectively the "Facilities"), for the transmission and distribution of electricity of no greater than 69kV, and for all other purposes connected therewith, as Grantee from time to time may deem necessary or appropriate, together with the right of ingress and egress to, from, across and along the Easement Parcel. Grantee is hereby authorized to permit other public utilities or public services corporations to use the Easement Parcel for additional Facilities jointly with or separately from the Grantee for their purposes provided they are consistent with the purposes for which this easement is granted.

This easement is subject to the following conditions and limitations:

1. **CAUTION:** Facilities placed within the Easement Parcel may contain high voltage electrical equipment of up to 69kV. Notice is hereby given that the location of any underground electrical conductors or facilities must be verified as required by Arizona Revised Statutes, Section 40-360.21 et. seq., Arizona Blue Stake Law, prior to any excavation. Notice is also hereby given that any activity performed within the Easement Parcel shall comply with the Arizona Overhead Powerline Safety Law, Arizona Revised Statutes 40-360.41-45.
2. This easement is subject to all easements and encumbrances of record, other than those extinguished through this condemnation action, and is non-exclusive, *provided that* later granted easements shall be subject to Grantee's rights and uses.
3. There is reserved to Grantor, as the record owner of the Easement Parcel, and Grantor's successors and assigns, all such rights and privileges in the land as may be used without interfering with or abridging the easement rights granted herein or without endangering the Facilities or the use thereof.
4. In no event shall Grantor construct, install or place, or permit to be constructed, installed or placed any building or other structure; nor shall Grantor install or place or permit plant any trees, drill any well, store materials, or alter ground level by cut or fill, within the area of the Easement Parcel that unreasonably interferes with the permitted uses of the Easement.

5. In the event Grantee records a document to formally abandon this easement, all of Grantee's rights hereunder shall cease, except the right to remove any and all property placed upon the Easement Parcel within a reasonable time subsequent to such abandonment. A record copy of the document recorded to abandon this easement shall also be provided by Grantee to Grantor.

6. The terms and conditions herein set forth run with the land and shall extend and inure in favor and to the benefit of and shall be binding on the heirs, administrators, executors, personal representatives, legal representatives, successors (including successors in ownership and estate), assigns, lessees and permittees of Grantor and Grantee.

7. Plaintiff City of Chandler, as Grantee, may, in its sole discretion, assign the easement rights granted herein to Salt River Project Agricultural Improvement and Power District, an agricultural improvement district organized and existing under the laws of the State of Arizona ("SRP"), for use by SRP, its agents, employees, contractors and permittees and its and their respective successors and assigns, and, upon recording such assignment, City of Chandler shall have no further obligation, responsibility or liability as Grantee, and no further rights, pursuant to or because of this easement. Any such assignment made pursuant to this paragraph shall include a requirement to record a notice of the assignment and the City of Chandler shall provide Grantor with a record copy of the notice of assignment.

Exhibit "Q"
Aerial Easement - Terms and Conditions

Plaintiff City of Chandler, its agents, employees, contractors, and permittees and its and their respective successors and assigns ("Grantee"), shall have an easement over, across, through and along that certain real property owned by Defendant Circle K Stores Inc. ("Grantee") and described in Exhibit "E" attached to this Judgment in Condemnation (the "Easement Parcel"), to construct, install, reconstruct, replace, remove, repair, operate and maintain for itself and others a line of conductors, cables, supports, and other appliances, appurtenances and fixtures for the transmission and distribution of electricity, and for all other purposes connected therewith (collectively, the "Facilities"), at such locations and elevations over, across, and along the Easement Parcel as Grantee may now or hereafter deem convenient or necessary from time to time, together with the right of ingress and egress to, from, across and along the Easement Parcel.

This easement is subject to the following conditions and limitations:

1. This easement is subject to all easements and encumbrances of record, other than those extinguished through this condemnation action, and is non-exclusive, *provided that* later granted easements shall be subject to Grantee's rights and uses.
2. All of the Facilities placed within the Easement Parcel pursuant to this instrument shall remain the property of Grantee.
3. There is reserved to Grantor, as the record owner of the Easement Parcel, and Grantor's successors and assigns, the right to full use of the surface of the Easement Parcel, other than where Grantee has placed the Facilities, for any purpose consistent with the rights and privileges herein granted to Grantee, including, without limitation, for the purpose of landscaping, parks, storm water retention basins, cross fences, trail and bike paths, walkways, alleys, driveways, road crossings, vehicle parking or storing, irrigation ditches, pipelines, and public utilities; *provided, however*, that such use shall not unreasonably interfere with Grantee's right and ability to access, maintain and use the Facilities or endanger any of the Facilities or the use thereof; and *provided further* that Grantor shall not construct or permit to be constructed any building or major structure, plant any trees, drill any well, store materials of any kind, or alter ground level by cut or fill, within the area of the Easement Parcel.
4. Grantor shall properly maintain the surface of the Easement Parcel. Grantee shall have the right (but not the obligation) to trim, cut and clear away trees or brush whenever in its judgment the same shall be necessary for the convenient and safe exercise of the rights herein granted.
5. Grantee shall at all times safely operate and maintain the Facilities within the Easement Parcel and shall promptly repair and restore to its prior condition any paving, parking lot striping or other site improvements existing within the Easement

Parcel that are disturbed by the construction and maintenance of the Facilities by Grantee, or Grantee's agents or contractors.

6. In the exercise of this easement, Grantee shall not unreasonably interfere with or obstruct Grantor, or Grantor's agents or contractors, in the location or construction of any buildings located in the area adjoining the Easement Parcel, or unreasonably interfere with any business of Grantor. Nothing in this paragraph, however, shall allow Grantor, or Grantor's agents or contractors, to construct a building or other major structure within the Easement Parcel, or to unreasonably interfere with Grantee's rights to construct, operate and maintain the Facilities.

7. **This easement conveys an access and aerial easement only, and no poles or other structures shall be placed on the surface of the Easement Parcel described herein.**

8. **CAUTION:** Facilities placed within the Easement Parcel may contain high voltage electrical equipment. Notice is hereby given that the location of any underground electrical conductors or facilities must be verified as required by Arizona Revised Statutes, Section 40-360.21 et. seq., Arizona Blue Stake Law, prior to any excavation. Notice is also hereby given that any activity performed within the Easement Parcel shall comply with the Arizona Overhead Powerline Safety Law, Arizona Revised Statutes 40-360.41-45.

9. In the event Grantee records a document to formally abandon this easement, all of Grantee's rights hereunder shall cease, except the right to remove any and all property placed upon the Easement Parcel within a reasonable time subsequent to such abandonment. A record copy of the document recorded to abandon this easement shall also be provided by Grantee to Grantor.

10. The terms and conditions herein set forth shall extend and inure in favor and to the benefit of and shall be binding on the heirs, administrators, executors, personal representatives, legal representatives, successors (including successors in ownership and estate), assigns, lessees and permittees of Grantor and Grantee.

11. Plaintiff City of Chandler, as Grantee, may, in its sole discretion, assign the easement rights granted herein to Salt River Project Agricultural Improvement and Power District, an agricultural improvement district organized and existing under the laws of the State of Arizona ("SRP"), for use by SRP, its agents, employees, contractors and permittees and its and their respective successors and assigns, and, upon recording such assignment, City of Chandler shall have no further obligation, responsibility or liability as Grantee, and no further rights, pursuant to or because of this easement. Any such assignment made pursuant to this paragraph shall include a requirement to record a notice of the assignment and the City of Chandler shall provide Grantor with a record copy of the notice of assignment.