



**Chandler • Arizona**  
*Where Values Make The Difference*

#8

APR 16 2015

**MEMORANDUM**

**Transportation & Development – Memo No. RE15-088**

**DATE:** APRIL 16, 2015

**TO:** MAYOR AND COUNCIL

**THRU:** RICH DLUGAS, CITY MANAGER *RD*  
NACHIE MARQUEZ, ASSISTANT CITY MANAGER *NM*  
R. J. ZEDER, TRANSPORTATION & DEVELOPMENT DIRECTOR *RJZ*  
DANIEL W. COOK, CITY ENGINEER *DC*

**FROM:** ERICH KUNTZE, REAL ESTATE COORDINATOR *EK*

**SUBJECT:** ORDINANCE NO. 4600 AUTHORIZING THE CONVEYANCE OF CERTAIN REAL PROPERTY, LOCATED APPROXIMATELY ¼ MILE SOUTH OF THE INTERSECTION OF OCOTILLO ROAD AND GILBERT ROAD, TO THE ROOSEVELT WATER CONSERVATION DISTRICT (RWCD) IN EXCHANGE FOR THE GRANT OF PUBLIC ROADWAY AND UTILITY EASEMENTS FROM RWCD TO THE CITY IN A PORTION OF SAID REAL PROPERTY; AND DECLARING AN EMERGENCY

RECOMMENDATION: Staff recommends adoption of Ordinance No. 4600 authorizing the conveyance of certain real property, located approximately ¼ mile south of the intersection of Ocotillo Road and Gilbert Road, to the Roosevelt Water Conservation District (RWCD) in exchange for the grant of public roadway and utility easements from RWCD to the City in a portion of said real property; and declaring an emergency.

BACKGROUND/DISCUSSION: At its February 26, 2009, meeting the Chandler City Council authorized the acquisition of real property required for its Gilbert Road Improvement Project from Ocotillo Road to Hunt Highway (the “Project”). As part of this Project, it was necessary to relocate a portion of the RWCD Extension Canal (originally located approximately ¼ mile south of Ocotillo Road) slightly to the south of its previous location. So that construction of the Project could proceed over a number of RWCD properties within the Project limits, the City entered into a license agreement with RWCD. Pursuant to the terms of the License Agreement and the requirements of the project, the City acquired real property for the canal relocation. Now that the relocation of the canal is completed, the City must transfer title to

Memo No. RE15-088

April 16, 2015

Page 2

the new canal parcel to RWCD. In exchange, the City is receiving Roadway and Utility Easements from RWCD for the Gilbert Road right-of-way over a portion of the property.

The Special Warranty Deed and the Roadway and Utility Easements have been reviewed and approved by the City Attorney's Office.

FINANCIAL IMPLICATIONS: None. The parcel being deeded to RWCD was previously acquired from funds budgeted for the project.

PROPOSED MOTION: Staff recommends adoption of Ordinance No. 4600 authorizing the conveyance of certain real property, located approximately ¼ mile south of the intersection of Ocotillo Road and Gilbert Road, to the Roosevelt Water Conservation District (RWCD) in exchange for the grant of a public roadway and utility easement from RWCD to the City in a portion of said real property; and declaring an emergency.

Attachments: Ordinance No. 4600  
Location/Site Map

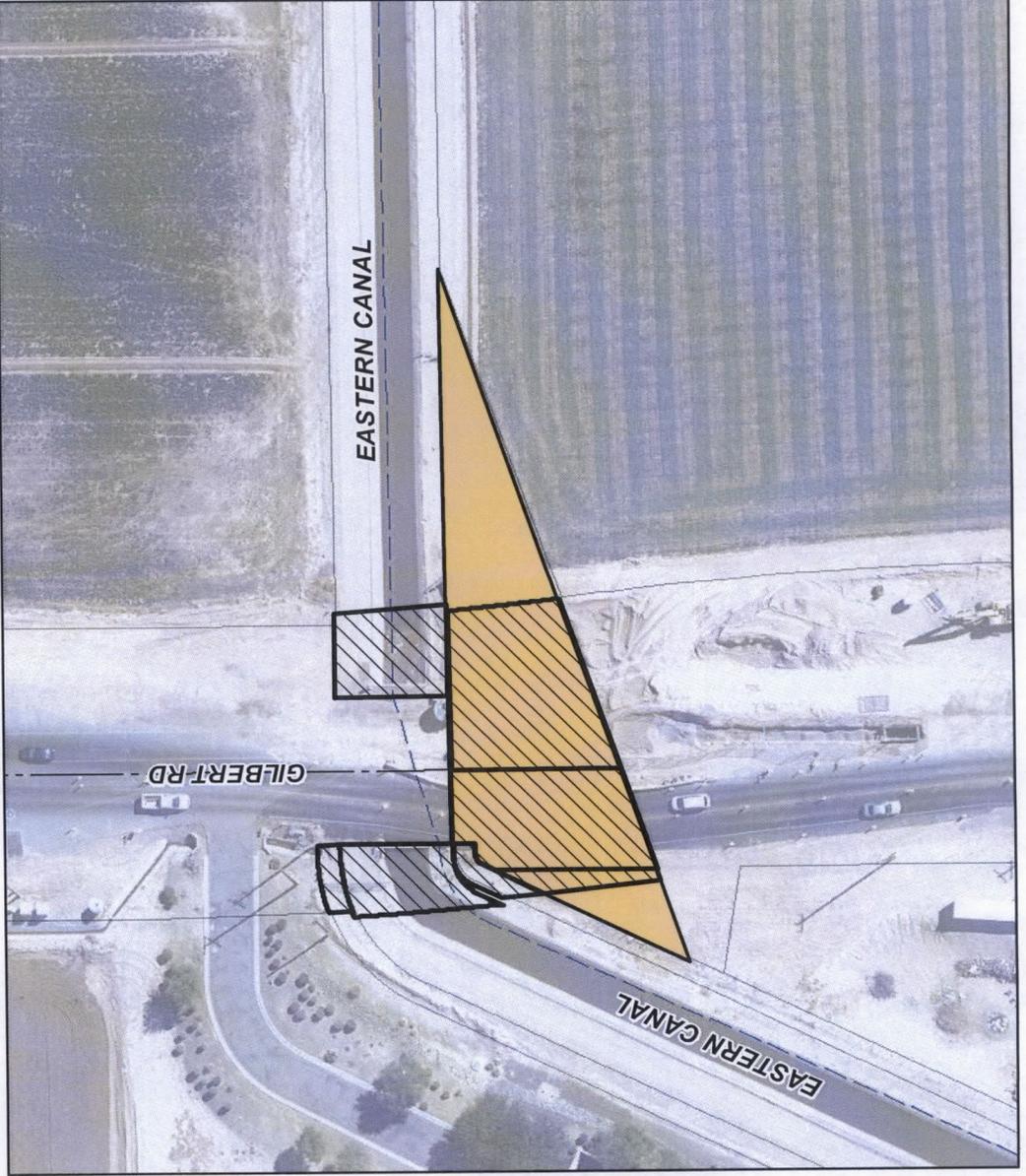
**AUTHORIZING THE CONVEYANCE OF CERTAIN REAL PROPERTY, LOCATED APPROXIMATELY 1/4 MILE SOUTH OF THE INTERSECTION OF OCOTILLO ROAD AND GILBERT ROAD, TO THE ROOSEVELT WATER CONSERVATION DISTRICT (RWCD) IN EXCHANGE FOR THE GRANT OF PUBLIC ROADWAY AND UTILITY EASEMENTS FROM RWCD TO THE CITY IN A PORTION OF SAID REAL PROPERTY; AND DECLARING AN EMERGENCY**



**MEMO NO. RE15-088**

**ORDINANCE NO. 4600**

-  PARCEL TO BE TRANSFERRED TO RWCD
-  ROADWAY & UTILITY EASEMENT



ORDINANCE NO. 4600

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, (THE "CITY"), AUTHORIZING AND APPROVING THE CONVEYANCE OF CERTAIN REAL PROPERTY, LOCATED APPROXIMATELY ¼ MILE SOUTH OF THE INTERSECTION OF OCOTILLO ROAD AND GILBERT ROAD, TO THE ROOSEVELT WATER CONSERVATION DISTRICT (RWCD) IN EXCHANGE FOR THE GRANT OF PUBLIC ROADWAY AND UTILITY EASEMENTS FROM RWCD TO THE CITY IN A PORTION OF SAID REAL PROPERTY; AND DECLARING AN EMERGENCY.

WHEREAS, The City has undertaken and is nearing completion of the Gilbert Road Improvement Project (Ocotillo Road to Hunt Highway) ST-0809 (the "Project"); and

WHEREAS, as part of the Project, the City acquired certain real property legally described in attached Exhibit "A", (the "Property") for purposes of relocating a portion of RWCD's extension canal located approximately ¼ mile south of Ocotillo Road; and

WHEREAS, pursuant to an agreement with RWCD, the City agreed to convey title to the property to RWCD in exchange for the grant by RWCD to the City of Roadway and Utility Easements in that portion of the Property, including over portions of the old canal crossing, described in attached Exhibits "B" and "C", (the "Easement Parcels"); and

WHEREAS, the canal relocation is at or nearing completion, and the aforementioned exchange transaction needs to be completed prior to the expiration of the license granted by RWCD to the City to undertake on RWCD property the relocation and other work associated with the Project;

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

Section 1. The City is authorized to convey by Special Warranty Deed to RWCD the Property, as described in the attached Exhibit "A", concurrent with the grant from RWCD of the Roadway and Utility Easements affecting the Easement Parcels.

Section 2. The City is authorized to receive and accept from RWCD the Roadway and Utility Easements affecting the Easement Parcels as described in the attached Exhibits "B", and "C".

Section 3. The Mayor of the City of Chandler, on behalf of the City, is authorized to execute and deliver the Special Warranty Deed and to receive and accept the Roadway and Utility Easement. City Staff is authorized to execute and/or deliver all additional documents that may be reasonably required to consummate the aforementioned transaction.

Section 4. The Special Warranty Deed, the Roadway Easements, and any other documents shall be in form and substance approved by the Chandler City Attorney Office. The Chandler City Clerk shall cause the Special Warranty Deed and the Roadway and Utility Easements to be recorded concurrently.

Section 5. Immediate operation of the provisions of this Ordinance is necessary for the preservation of the public peace, health, life, and property of the City of Chandler, and an emergency is hereby declared to exist, to wit: the aforementioned transaction must be completed on or before April 30, 2015, to coincide with the termination of the existing license granted the City by RWCD to enter upon and use a portion of the canal extension property, and to ensure that the Project is not disrupted; this Ordinance must be in full force and effect prior to that date. This Ordinance shall be in full force and effect from and after its passage, adoption and approval by the Chandler City Council, and it is hereby exempt from the referendum provision of the Constitution and laws of the State of Arizona.

PASSED AND ADOPTED by the Mayor and City Council of the City of Chandler, Arizona, this \_\_\_\_ day of \_\_\_\_\_ 2015.

ATTEST:

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Ordinance No. 4600 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the \_\_\_\_ day of \_\_\_\_\_, 2015 that the vote was \_\_\_\_ Ayes, and \_\_\_\_ Nays.

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY *CAB*

PUBLISHED:

ROADWAY AND UTILITY EASEMENT

EXHIBIT "C"  
ROADWAY AND UTILITY EASEMENT

WHEN RECORDED, RETURN TO:

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

EXEMPT Per A.R.S. § 11-1134(A)(3)

**SPECIAL WARRANTY DEED**

FOR THE CONSIDERATION of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned, the CITY OF CHANDLER, a municipal corporation ("Grantor"), hereby grants and conveys to the ROOSEVELT WATER CONSERVATION DISTRICT, a water conservation and irrigation district organized and operated pursuant to Arizona statute ("Grantee"), all right, title and interest in and to certain real property situated in the Northwest ¼ of Section 19, Township 2 South, Range 6 East and the Northeast ¼ of Section 24, Township 2 South, Range 5 East, Gila and Salt River Base and Meridian, Maricopa County, Arizona, and legally described on Exhibit "A" attached hereto and incorporated herein by this reference;

Together with all rights and privileges appurtenant thereto;

Subject to non-delinquent taxes and other assessments, reservations in patents and all easements, rights of way, encumbrances, liens, covenants, conditions, restrictions, obligations and liabilities as may appear of record, and rights or interests which would be disclosed by inspection and/or an accurate survey.

Grantor binds itself and its successors to warrant and defend the title as against the acts of Grantor herein and no other, subject to the matters referred to above.

DATED this \_\_\_ day of \_\_\_\_\_, 2015.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

Grantor:  
CITY OF CHANDLER

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF ARIZONA            )  
  ) ss.  
County of Maricopa         )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_  
2015, by \_\_\_\_\_, the \_\_\_\_\_ of the CITY OF  
CHANDLER, on behalf thereof.

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

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

My Commission Expires:  
\_\_\_\_\_

APPROVED AS TO FORM

\_\_\_\_\_  
CITY ATTORNEY GAB

**EXHIBIT A**

**Description of Special Warranty Deed Property**

[To Be Attached]



**RWCD Extension Canal  
Legal Description**

Job No. 09-066

September 2, 2014

A portion of Northwest Quarter of Section 19, Township 2 South, Range 6 East and Northeast Quarter of Section 24, Township 2 South, Range 5 East, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at a brass cap in a hand hole at the southwest corner of said Section 19, from which a brass cap in a hand hole at the south quarter corner of Section 24, Township 2 South, Range 5 East bears S89°16'29" W(an assumed bearing) at a distance of 2,628.60 feet; thence N00°16'50"W, along the west line of the Southwest Quarter of said Section 19, for a distance of 2,650.04 feet to the west quarter corner of said Section 19; thence N00°18'16"W, along the west line of the Northwest Quarter of said Section 19, for a distance of 1,315.76 feet to a point on south line of the RWCD Extension Canal Right of Way as described in Book 191 of Deeds, Page 377, Official Records of Maricopa County, said point being the POINT OF BEGINNING;

Thence N89°10'51"E, along said south line, for a distance of 223.15 feet; thence S70°35'24"W for a distance of 327.63 feet to a point on the southeasterly line of the RWCD parcel described the Warranty Deed recorded in Document No.95-0252440, Official Records of Maricopa County, Arizona; thence N25°24'44"E, along said southeasterly line, for a distance of 102.16 feet to the beginning of a curve, concave to the southeast, the center of which bears S64°35'16"E at a distance of 5.00 feet; thence northeasterly, along said southeasterly line and the arc of said curve, through a central angle of 63°44'00" for a distance of 5.56 feet to a point of tangency; thence N89°08'44"E, along said southeasterly line, for a distance of 4.65 feet to a point on the west line of the east 33.00 feet of the Northeast Quarter of said Section 24; thence N00°18'16"W, along said west line, for a distance of 10.00 feet to a point on the south line of said RWCD Extension Canal Right of Way; thence N89°08'44"E, along said south line, for a distance of 33.00 feet to the POINT OF BEGINNING.

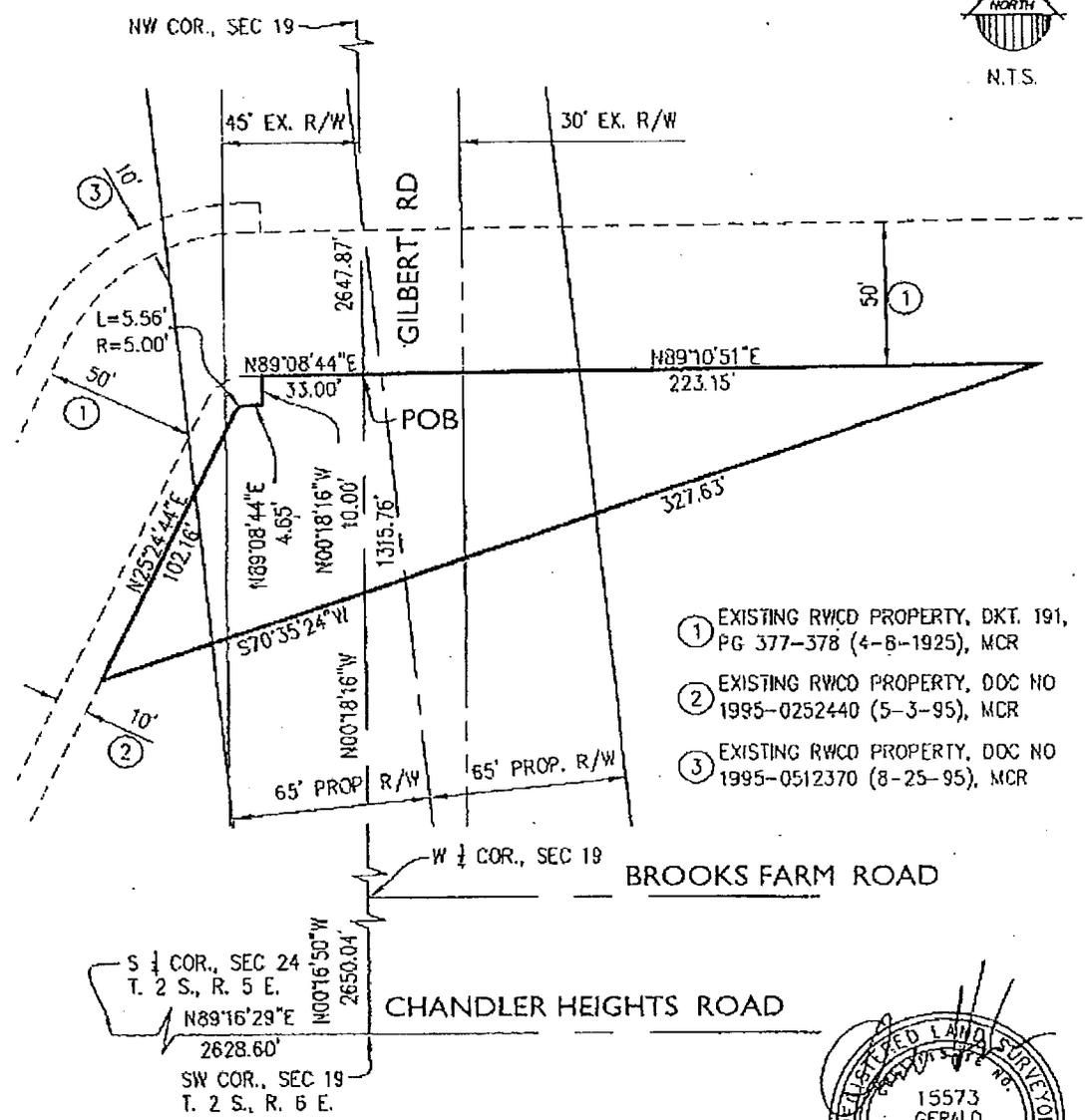
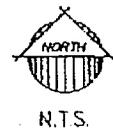
An area containing 13,474 square feet or 0.3093 acres, more or less.



EXPIRES: 3/31/2015

EPS Group, Inc. • 2045 S. Vineyard, Suite 101 • Mesa, AZ 85210  
Tel (480) 503-2250 • Fax (480) 503-2258

S:\Projects\2009\09-066\Legal Survey\Legal\RWCD Extension Canal\09066 RWCD Extension Easement 6-01-1113.docx



- ① EXISTING RWCD PROPERTY, DKT. 191, PG 377-378 (4-8-1925), MCR
- ② EXISTING RWCD PROPERTY, DOC NO 1995-0252440 (5-3-95), MCR
- ③ EXISTING RWCD PROPERTY, DOC NO 1995-0512370 (8-25-95), MCR



EXPIRES: 3/31/2015

09-066	<p><b>RWCD EXTENSION CANAL EXHIBIT</b></p> <p><small>GILBERT, ARIZONA</small></p> <p><b>EXHIBIT</b></p>	<p><b>Eps group, Inc.</b> Engineers, Planners &amp; Surveyors</p> <p><small>1045 E. Winkler Rd. 101, Mesa, Arizona 85208 Phone (480) 967-2222 Fax (480) 967-2258</small></p>
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EXHIBIT "B"  
ROADWAY AND UTILITY EASEMENT

**WHEN RECORDED RETURN TO:**

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

**ROADWAY AND UTILITY EASEMENT**  
(COC - Gilbert Road - Extension Canal East)

**NW ¼ of Section 19 T2S R6E**  
**Maricopa County G&SRM**

**ROOSEVELT WATER CONSERVATION DISTRICT**, an irrigation and water conservation district organized and existing under the laws of the State of Arizona ("Grantor"), for and in consideration of the sum of One Dollar, and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant and convey to **CITY OF CHANDLER**, an Arizona municipal corporation, its employees, agents, contractors, subcontractors, invitees, licensees and permittees, and its and their respective successors and assigns (collectively "Grantee"), a non-exclusive easement over, under, across and through that certain real property situated in Maricopa County, Arizona, more particularly described in Exhibits A and B attached hereto and incorporated herein by reference (the "Easement Property"), for public roadway and utility purposes, including, but not limited to, the construction, installation, operation, maintenance, repair, replacement, removal and reinstallation of: (a) public roadway improvements, including without limitation, surface parking areas, driveways, roadways, streets, sidewalks, curbs and gutters, landscaping, irrigation lines, street lighting and traffic signalization of the surface of the Easement Property (the "Improvements"); and (b) structures, facilities and appurtenance that are part of or related to municipal utility services provided by Grantee, or those public or private utility services licensed, permitted or otherwise authorized in writing by Grantee to be situated in public roadway under Grantee's jurisdiction, whether situated underground or aboveground (the "Facilities"), as Grantee may from time to time deem necessary or appropriate.

Subject to the provisions set forth herein, Grantor reserves the right to use and occupy the 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 and use the Easement Property for the purposes stated herein, or the Improvements or Facilities referenced herein, or otherwise endanger any such Improvements and Facilities or the use thereof. The rights granted herein to Grantee under this Roadway and Utility Easement do not under any circumstances abrogate or nullify Grantor's rights and interests in and to its property. This 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. Grantee agrees that any Improvements or Facilities permitted by this Roadway and Utility Easement shall satisfy Grantor's utility separation requirements, including, but not limited to, Grantor's requirement that within the area of the Easement Property the highest point of any installed sub-surface Improvement or Facility shall be located no closer than four (4) feet to the lowest point of the portion of the structure of Grantor's canal facility.

Any third-party seeking to construct public utility facilities within the Easement Area on or after the date of the recording of this Roadway and Utility Easement, even a third-party with a license or permit from Grantee, must obtain a separate permit from Grantor and such third-parties hereby are put on notice thereof.

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 Easement Property for the purposes contemplated by this Roadway and Utility Easement, including but not limited to claims by third parties who are invited or permitted onto the Easement Property, either expressly or impliedly, by Grantee or by the nature of Grantee's improvement or other use of the Easement Property pursuant to this Roadway and Utility Easement; 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 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 Easement Property.

Grantee, at its own expense, shall maintain all of the 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 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 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.

This Roadway and Utility Easement is subject to all existing encumbrances of record, including easements and licenses. Grantor consents only to the use of the 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 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 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 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.

This Agreement shall be construed according to the laws of the State of Arizona. In the event action is necessary to enforce the terms of the Agreement the prevailing party shall be entitled to recover its attorneys' fees and costs.

Notice is given that excavation and related activity within the Easement Property may be subject to compliance with Arizona's Underground Facilities Act, A.R.S. §§ 40-360.21, et seq.

IN WITNESS WHEREOF, the parties hereto have executed this Roadway and Utility Easement this 25<sup>th</sup> day of March, 2015.

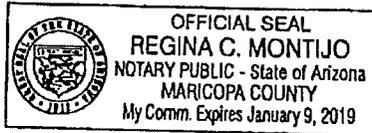
GRANTOR:  
ROOSEVELT WATER CONSERVATION DISTRICT

By: [Signature]  
Shane M. Leonard, General Manager

STATE OF ARIZONA )  
 ) ss.  
COUNTY OF MARICOPA )

On this 25<sup>th</sup> day of March, 2015, the foregoing Roadway and Utility Easement was acknowledged before me by Shane M. Leonard, the General Manager of the ROOSEVELT WATER CONSERVATION DISTRICT, an irrigation district organized and existing under the laws of the State of Arizona ("RWCD"), on behalf of RWCD.

My Commission Expires: 01/09/2019



[Signature]  
Notary Public

GRANTEE:  
CITY OF CHANDLER

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF ARIZONA )  
 ) ss.  
COUNTY OF MARICOPA )

On this \_\_\_\_ day of \_\_\_\_\_, 2015, the foregoing Roadway and Utility Easement was acknowledged before me by \_\_\_\_\_, the \_\_\_\_\_ of the CITY OF CHANDLER, and such authorized representative(s) acknowledged that this document was executed on behalf of the corporation for the purposes therein contained.

My Commission Expires:

APPROVED AS TO FORM

CITY ATTORNEY CAB

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

Exhibit A  
to  
**Roadway & Utility Easement Agreement**

**DESCRIPTION OF EASEMENT PROPERTY**

[To Be Attached]



R0VD EAST

**EXHIBIT "A"**

**LEGAL DESCRIPTION  
FOR  
GILBERT ROAD IMPROVEMENTS  
ROADWAY EASEMENT - RWCD EAST**



That portion of a parcel of land described in document recorded in Book 191 of Deeds, Page 377, records of MARICOPA COUNTY, ARIZONA located in the NORTHWEST QUARTER of SECTION 19, TOWNSHIP 2 SOUTH, RANGE 6 EAST of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being more particularly described as follows:

COMMENCING at the SOUTHWEST CORNER of SAID SECTION 19, being monumented with a Brass Cap in handhole, from which the SOUTH QUARTER CORNER OF SAID SECTION 19, being monumented with a Brass Cap Flush, bears North 89 degrees 51 minutes 18 seconds East a distance of 2,453.52 feet, said line being the South line of the Southwest Quarter of said Section 19, and the basis of bearings for this description;

Thence along the West line of the Southwest Quarter of said Section 19, North 00 degrees 18 minutes 50 seconds West a distance of 2,650.04 feet to the calculated position for the WEST QUARTER CORNER of said Section 19;

Thence along the West line of the Northwest Quarter of said Section 19, North 00 degrees 18 minutes 16 seconds West a distance of 1,316.11 feet to a point;

Thence North 89 degrees 52 minutes 10 seconds East a distance of 30.00 feet to a point on the existing East Right of Way of Gilbert Road, said point also being on the projection of the North line of said parcel of land as described in Maricopa County Recorder Document No. 2009-0388510, and said point being the POINT OF BEGINNING;

Thence along said existing East Right of Way, North 00 degrees 18 minutes 16 seconds West a distance of 50.00 feet to a point;

Thence North 89 degrees 12 minutes 19 seconds East a distance of 37.77 feet to a point on a non-tangent curve concave easterly and having a radius of 1,735.00 feet bearing North 86 degrees 27 minutes 24 seconds East;

Thence Southerly along said curve through a central angle of 01 degree 39 minutes 18 seconds, an arc length of 50.10 feet to a point on said North line of said parcel described in Document No. 2009-0388510;

Thence along said North line, South 89 degrees 12 minutes 19 seconds West a distance of 41.33 feet to the POINT OF BEGINNING.

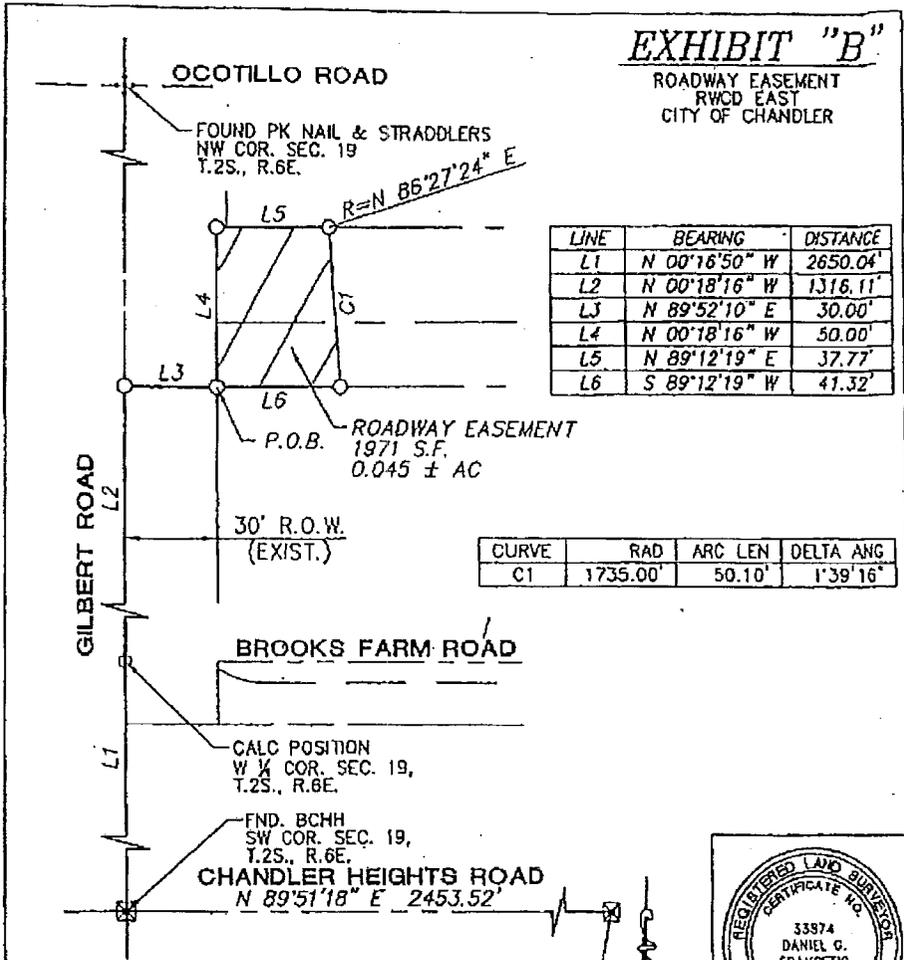
Containing an area of 1971 SQUARE FEET or 0.045 ACRES, more or less.

See Exhibit "B"

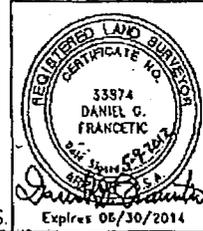
Note: The legal description above is based on recorded documents such as the subject parcel's deed, adjacent parcel deeds and/or plats. It is not based on a boundary survey of the subject parcel.

# EXHIBIT "B"

ROADWAY EASEMENT  
RWCD EAST  
CITY OF CHANDLER



NOTE: THIS EXHIBIT IS BASED ON RECORDED DOCUMENTS SUCH AS THE SUBJECT PARCEL'S DEED, AND ADJOINING DEEDS AND/OR PLATS. IT IS NOT BASED ON A BOUNDARY SURVEY OF THE SUBJECT PARCEL.



SCALE: N.T.S.

CITY OF CHANDLER  
GILBERT ROAD  
SECTION 19, T.2S., R.6E.

PROPOSED  
ROADWAY EASEMENT

DATE: 4/3/12 REV'D: 04/03/12  
DRAWN BY: CAMCHK'D: DGF | PG. 2 OF 2  
FILE: RWCD EAST

**LEGEND**

PROPOSED ROADWAY EASEMENT

**BASIS OF BEARING**

THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 19 BEARING N 89°51'18" E

**Entellus**

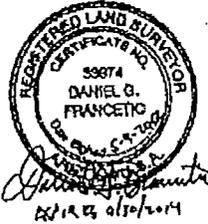
2255 N. 44th Street Suite 125  
Phoenix, AZ 85009-3279  
Tel: 602.244.2566  
Fax: 602.244.8947  
Website: www.entellus.com

RWCD ROW-EAST  
Polyline Report

Wed May 09 14:28:23 20

Northing	Easting	Bearing	Distance
816688.706	739033.787	N 00°18'16" W 50.002	
816738.707	739033.522	N 89°12'19" E 37.773	
816739.231	739071.291		
Radius: 1735.000 Chord: 50.098 Degree: 03°18'08" Dir: Left			
Length: 50.099 Delta: 01°39'16" Tangent: 25.051			
Chord BRG: S 04°22'14" E Rad-In: N 86°27'24" E Rad-Out: N 84°48'08" E			
Radius Point: 816846.460, 740802.974			
816689.279	739075.109	S 89°12'19" W 41.325	
816688.706	739033.787		

Closure Error Distance > 0.00000  
Total Distance > 179.199  
Polyline Area: 1971.4 sq ft, 0.0453 acres



**Exhibit B**  
**to**  
**Roadway & Utility Easement Agreement**

**DESCRIPTION OF EASEMENT PROPERTY**

[To Be Attached]



**Legal Description  
RWCD Easement  
East Side of Proposed Gilbert Rd. R/W  
For Extension Canal**

Job No. 09-066

October 29, 2014

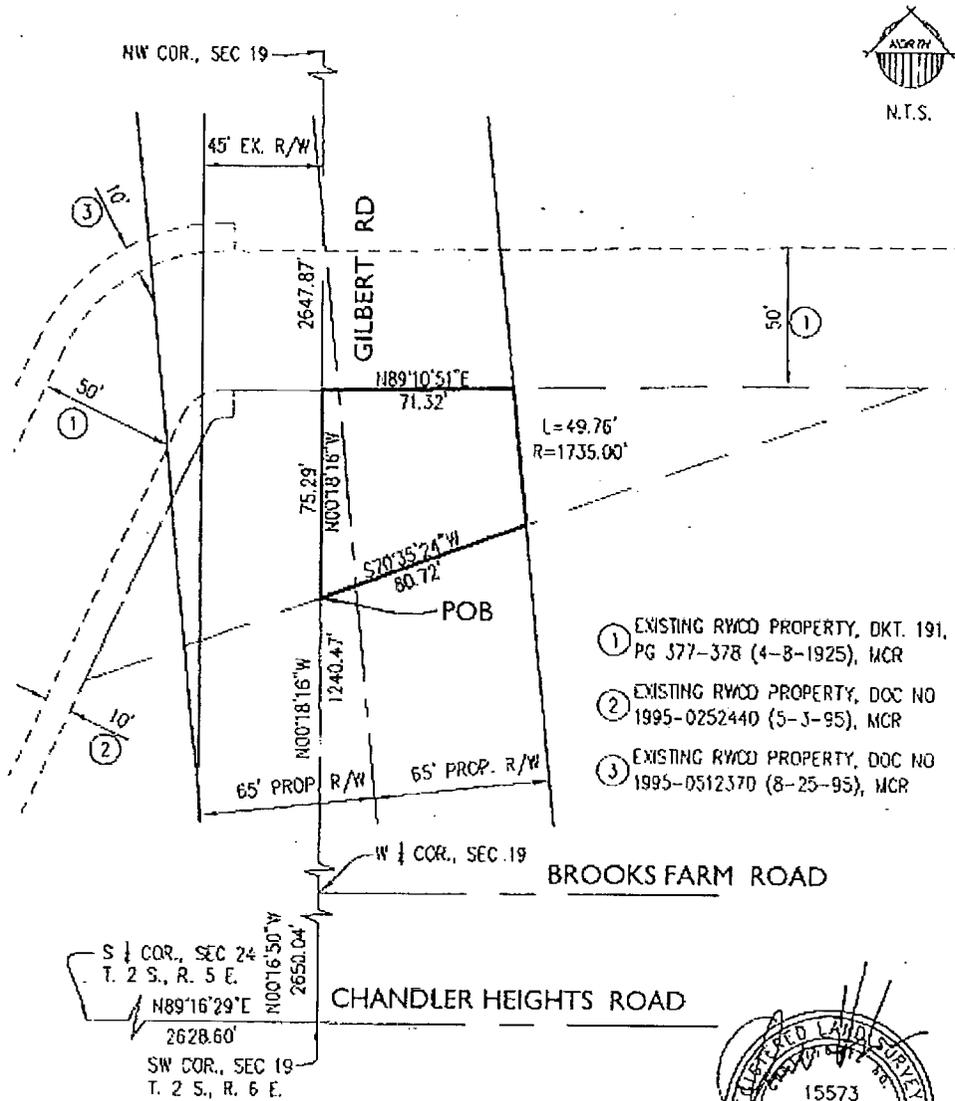
A portion of Northwest Quarter of Section 19, Township 2 South, Range 6 East, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at a brass cap in a hand hole at the southwest corner of said Section 19, from which a brass cap in a hand hole at the south quarter corner of Section 24, Township 2 South, Range 5 East bears S89°16'29" W(an assumed bearing) at a distance of 2,628.60 feet; thence N00°16'50"W, along the west line of the Southwest Quarter of said Section 19, for a distance of 2,650.04 feet to the west quarter corner of said Section 19; thence N00°18'16"W, along the west line of the Northwest Quarter of said Section 19, for a distance of 1240.47 feet to the POINT OF BEGINNING;

Thence continuing N00°18'16"W, along said west line, for a distance of 75.29 feet to a point on the south line of the RWCD Extension Canal Right of Way as described in Book 191 of Deeds, Page 377, Official Records of Maricopa County; thence N89°10'51"E, along said south line, for a distance of 71.32 feet to a point on a non-tangent curve, concave to the east, the center of which bears N84°48'12"E, at a distance of 1,735.00 feet; thence southerly along the arc of said curve, through a central angle of 01°38'36" for a distance of 49.76 feet; thence S70°35'24"W, not tangent to said curve, for a distance of 80.72 feet to the POINT OF BEGINNING.

An area containing 4,633 square feet or 0.1063 acres, more or less.





- ① EXISTING RWCD PROPERTY, DKT. 191, PG 377-378 (4-8-1925), MCR
- ② EXISTING RWCD PROPERTY, DOC NO 1995-0252440 (5-3-95), MCR
- ③ EXISTING RWCD PROPERTY, DOC NO 1995-0512370 (8-25-95), MCR



EXPIRES: 3/31/2015

079-066	<p><b>RWCD EASEMENT</b></p> <p><small>GILBERT, ARIZONA</small></p>	<p><b>Eps group, Inc.</b> Engineers, Planners &amp; Surveyors</p> <p><small>2041 S. WOODRUFF ST. 101, PHOENIX, ARIZONA 85024 PH: 602-998-9330 FAX: 602-998-9331</small></p>
<p><b>EXHIBIT</b></p>		

EXHIBIT "C"  
ROADWAY AND UTILITY EASEMENT

**WHEN RECORDED RETURN TO:**

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

**ROADWAY AND UTILITY EASEMENT**  
(COC - Gilbert Road Extension Canal West)

**NE 1/2 of Section 24 T2S R5E**  
**Maricopa County G&SRM**

**ROOSEVELT WATER CONSERVATION DISTRICT**, an irrigation and water conservation district organized and existing under the laws of the State of Arizona ("Grantor"), for and in consideration of the sum of One Dollar, and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant and convey to **CITY OF CHANDLER**, an Arizona municipal corporation, its employees, agents, contractors, subcontractors, invitees, licensees and permittees, and its and their respective successors and assigns (collectively "Grantee"), a non-exclusive easement over, under, across and through that certain real property situated in Maricopa County, Arizona, more particularly described in Exhibits A, B, C, D and E attached hereto and incorporated herein by reference (the "Easement Property"), for public roadway and utility purposes, including, but not limited to, the construction, installation, operation, maintenance, repair, replacement, removal and reinstallation of: (a) public roadway improvements, including without limitation, surface parking areas, driveways, roadways, streets, sidewalks, curbs and gutters, landscaping, irrigation lines, street lighting and traffic signalization of the surface of the Easement Property (the "Improvements"); and (b) structures, facilities and appurtenance that are part of or related to municipal utility services provided by Grantee, or those public or private utility services licensed, permitted or otherwise authorized in writing by Grantee to be situated in public roadway under Grantee's jurisdiction, whether situated underground or aboveground (the "Facilities"), as Grantee may from time to time deem necessary or appropriate.

Subject to the provisions set forth herein, Grantor reserves the right to use and occupy the 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 and use the Easement Property for the purposes stated herein, or the Improvements or Facilities referenced herein, or otherwise endanger any such Improvements and Facilities or the use thereof. The rights granted herein to Grantee under this Roadway and Utility Easement do not under any circumstances abrogate or nullify Grantor's rights and interests in and to its property. This 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. Grantee agrees that any Improvements or Facilities permitted by this Roadway and Utility Easement shall satisfy Grantor's utility separation requirements, including, but not limited to, Grantor's requirement that within the area of the Easement Property the highest point of any installed sub-surface Improvement or Facility shall be located no closer than four (4) feet to the lowest point of the portion of the structure of Grantor's canal facility.

Any third-party seeking to construct public utility facilities within the Easement Area on or after the date of the recording of this Roadway and Utility Easement, even a third-party with a license or permit from Grantee, must obtain a separate permit from Grantor and such third-parties hereby are put on notice thereof.

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 Easement Property for the purposes contemplated by this

Roadway and Utility Easement, including but not limited to claims by third parties who are invited or permitted onto the Easement Property, either expressly or impliedly, by Grantee or by the nature of Grantee's improvement or other use of the Easement Property pursuant to this Roadway and Utility Easement; 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 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 Easement Property.

Grantee, at its own expense, shall maintain all of the 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 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 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.

This Roadway and Utility Easement is subject to all existing encumbrances of record, including easements and licenses. Grantor consents only to the use of the 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 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 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 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.

This Agreement shall be construed according to the laws of the State of Arizona. In the event action is necessary to enforce the terms of the Agreement the prevailing party shall be entitled to recover its attorneys' fees and costs.



**Exhibit A**  
**to**  
**Roadway & Utility Easement Agreement**

**DESCRIPTION OF EASEMENT PROPERTY**

[To Be Attached]

**EXHIBIT "A"**

**LEGAL DESCRIPTION  
FOR  
PARCEL NO. 303-44-004-B  
GILBERT ROAD-QUEEN CREEK ROAD TO HUNT HIGHWAY  
RIGHT OF WAY**

That portion of a parcel of land as described in Document # 1995-0252440, records of MARICOPA COUNTY, ARIZONA, located in the NORTHEAST QUARTER of SECTION 24, TOWNSHIP 2 SOUTH, RANGE 5 EAST of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being more particularly described as follows:

COMMENCING at the SOUTHEAST CORNER OF SAID SECTION 24, being monumented with a Brass Cap in handhole, from which the SOUTH QUARTER CORNER of SAID SECTION 24, being monumented with a Brass Cap in handhole, bears South 89 degrees 16 minutes 29 seconds West a distance of 2628.60 feet, said line being the South line of said Southeast Quarter of Section 24 and the basis of bearings for this description;

Thence along the East line of the Southeast Quarter of said Section 24, North 00 degrees 16 minutes 50 seconds West a distance of 2650.04 feet to the calculated position for the East Quarter corner of said Section 24;

Thence along the East line of said Northeast Quarter, North 00 degrees 18 minutes 16 seconds West a distance of 1315.79 feet to a point on the Easterly prolongation of the Northerly deed line of said parcel of land as described in Document # 1995-0252440;

Thence along said Easterly prolongation, South 89 degrees 08 minutes 44 seconds West a distance of 30.00 feet to a point on the existing West right of way line of Gilbert Road as shown on Book 2 of Road Maps, Page 26 of the Maricopa County Recorder, said point being the POINT OF BEGINNING;

Thence along said Northerly deed line of said parcel of land as described in Document #1995-0252440 and the prolongation thereof, South 89 degrees 08 minutes 44 seconds West a distance of 7.68 feet to the beginning of a tangent curve concave Southeasterly and having a radius of 15.00 feet;

Thence Southwesterly along said curve; through a central angle of 63 degrees 54 minutes 25 seconds an arc length of 16.73 feet;

Thence South 25 degrees 14 minutes 19 seconds West a distance of 14.24 feet to a point on a non-tangent curve concave Easterly having a radius bearing North 84 degrees 27 minutes 21 seconds East a distance of 1865.00 feet;

Thence Southerly along a said curve through a central angle of 00 degrees 35 minutes 42 seconds an arc length of 19.36 feet to a point on the Southeasterly deed line of said parcel of land as described in Document # 1995-0252440;

Thence along said Southeasterly deed line, North 25 degrees 14 minutes 19 seconds East a distance of 30.82 feet to the beginning of a tangent curve having a radius of 5.00 feet, concentric

306-12

 **Entellus**  
2118 N. 41st Street, Suite 118  
Phoenix, AZ 85008-3219  
Tel: 602.441.1468  
Fax: 602.441.8997  
Email: vvrz@entellus.com

303-44-0048

with and 10.00 feet Southeasterly from said curve described herein as having a radius of 15.00 feet;

Thence Northeasterly along said curve, through a central angle of 63 degrees 54 minutes 25 seconds an arc length of 5.58 feet;

Thence continuing along said Southeasterly deed line and the prolongation thereof, North 89 degrees 08 minutes 44 seconds East a distance of 7.58 feet to a point on said existing West right of way line of Gilbert Road;

Thence along said existing West right of way line of Gilbert Road, North 00 degrees 18 minutes 16 seconds West a distance of 10.00 feet to the POINT OF BEGINNING.

Containing an area of 413 SQUARE FEET or 0.009 ACRES, more or less.

See Exhibit 'B'



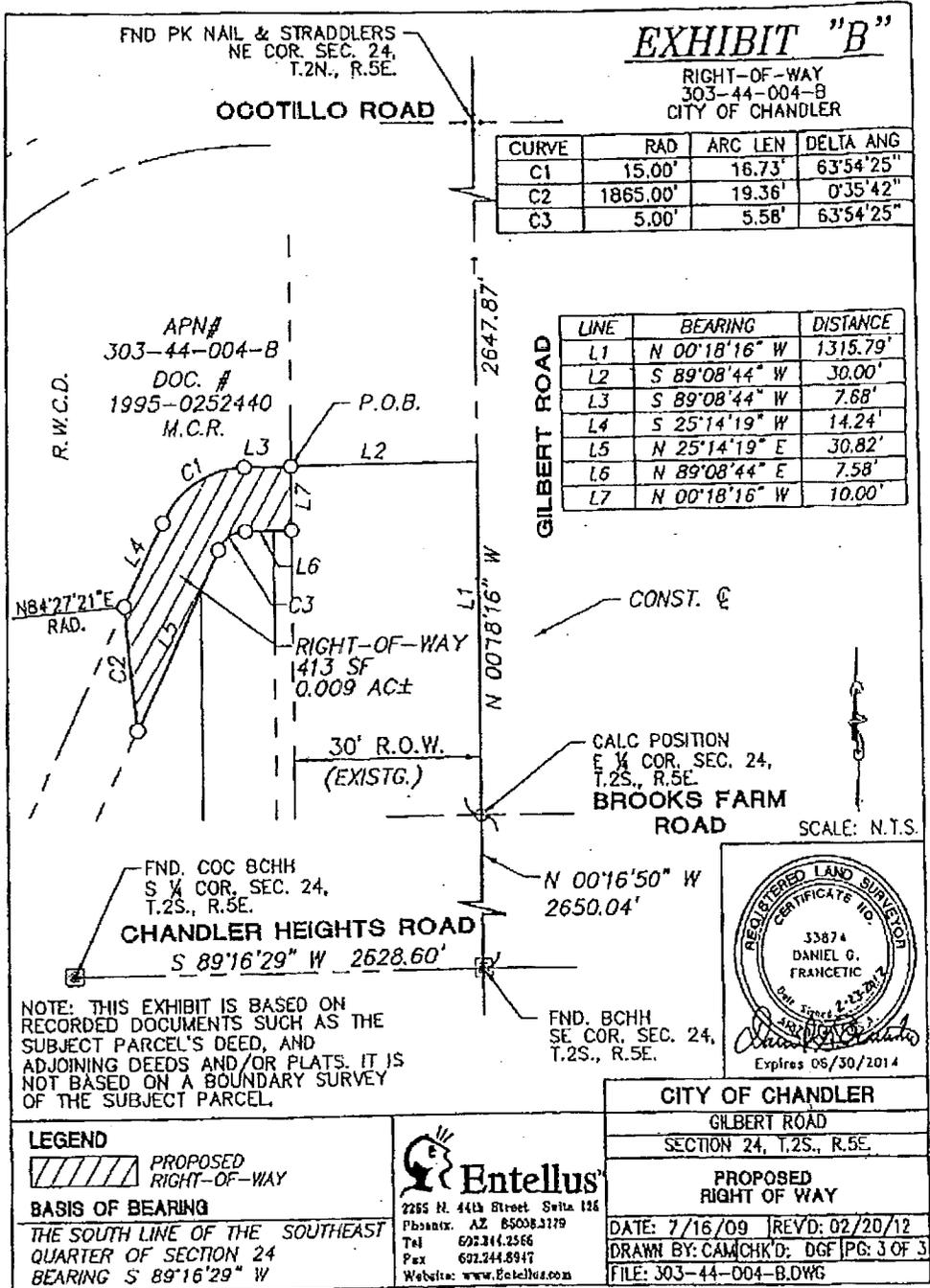
Note: The legal description above is based on recorded documents such as the subject parcel's deed, adjacent parcel deeds and/or plats. It is not based on a boundary survey of the subject parcel.

2/23/2012

PAGE 2 OF 3

615055A

P:\SURVEY STARTUP\PROJECTS\615055A Gilbert Rd  
2\507\_LEGAL\_DESCRIPTIONS\_(SURVEY\_ONLY\_PROJECTS)\303-44-0048\_rev1.docx



**EXHIBIT "B"**

RIGHT-OF-WAY  
303-44-004-B  
CITY OF CHANDLER

CURVE	RAD	ARC LEN	DELTA ANG
C1	15.00'	16.73'	63°54'25"
C2	1865.00'	19.36'	0°35'42"
C3	5.00'	5.58'	63°54'25"

LINE	BEARING	DISTANCE
L1	N 00°18'16" W	1315.79'
L2	S 89°08'44" W	30.00'
L3	S 89°08'44" W	7.68'
L4	S 25°14'19" W	14.24'
L5	N 25°14'19" E	30.82'
L6	N 89°08'44" E	7.58'
L7	N 00°18'16" W	10.00'

FND PK NAIL & STRADDLERS  
NE COR. SEC. 24,  
T.2N., R.5E.

**OCOTILLO ROAD**

R.W.C.D.

APN#  
303-44-004-B  
DOC. #  
1995-0252440  
M.C.R.

P.O.B.

L3

L2

L1

L7

L6

L5

L4

C3

C2

C1

N84°27'21"E  
RAD.

RIGHT-OF-WAY  
413 SF  
0.009 AC±

30' R.O.W.  
(EXISTG.)

CONST. @

CALC POSITION  
E 1/4 COR. SEC. 24,  
T.2S., R.5E.

**BROOKS FARM ROAD**

SCALE: N.T.S.

FND. COC BCHH  
S 1/4 COR. SEC. 24,  
T.2S., R.5E.

**CHANDLER HEIGHTS ROAD**  
S 89°16'29" W 2628.60'

N 00°16'50" W  
2650.04'

FND. BCHH  
SE COR. SEC. 24,  
T.2S., R.5E.

NOTE: THIS EXHIBIT IS BASED ON RECORDED DOCUMENTS SUCH AS THE SUBJECT PARCEL'S DEED, AND ADJOINING DEEDS AND/OR PLATS. IT IS NOT BASED ON A BOUNDARY SURVEY OF THE SUBJECT PARCEL.



**LEGEND**

PROPOSED RIGHT-OF-WAY

**BASIS OF BEARING**

THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 24 BEARING S 89°16'29" W

**Entellus**  
2265 N. 44th Street Suite 126  
Phoenix, AZ 85008-3119  
Phone: 602.244.2566  
Fax: 602.244.8947  
Website: www.Entellus.com

**CITY OF CHANDLER**

GILBERT ROAD  
SECTION 24, T.2S., R.5E.

**PROPOSED RIGHT OF WAY**

DATE: 7/16/09 REVD: 02/20/12  
DRAWN BY: CAM/CHK'D: DGF [PG: 3 OF 3]  
FILE: 303-44-004-B.DWG

Northing	Easting	Bearing	Distance
816687.871	738973.791	S 89°08'44" W	7.679
816687.756	738966.113		
Radius: 15.000 Chord: 15.877 Degree: 00°58'19" Dir: Left			
Length: 16.731 Delta: 63°54'25" Tangent: 9.356			
Chord BRG: S 57°11'32" W Rad-In: S 00°51'16" E Rad-Out: S 64°45'41" E			
Radius Point: 816672.758, 738966.337			
816679.154	738952.769	S 25°14'19" W	14.237
816666.276	738946.699		
Radius: 1865.000 Chord: 19.365 Degree: 03°04'20" Dir: Left			
Length: 19.365 Delta: 00°35'42" Tangent: 9.683			
Chord BRG: S 05°50'30" E Rad-In: N 84°27'21" E Rad-Out: N 83°51'39" E			
Radius Point: 816846.460, 740802.974			
816647.012	738948.670	N 25°14'19" E	30.824
816674.894	738961.813		
Radius: 5.000 Chord: 5.292 Degree: 00°54'56" Dir: Right			
Length: 5.577 Delta: 63°54'25" Tangent: 3.119			
Chord BRG: N 57°11'32" E Rad-In: S 64°45'41" E Rad-Out: S 00°51'16" E			
Radius Point: 816672.762, 738966.335			
816677.761	738966.261	N 89°08'44" E	7.584
816677.874	738973.844	N 00°18'16" W	9.997
816687.871	738973.791		
Closure Error Distance > 0.00000			
Total Distance > 111.993			
Polyline Area: 413.3438 sq ft, 0.0095 acres			



**Exhibit B**  
**to**  
**Roadway & Utility Easement Agreement**

**DESCRIPTION OF EASEMENT PROPERTY**

[To Be Attached]



RWCD WEST

**EXHIBIT "A"**

**LEGAL DESCRIPTION  
FOR  
GILBERT ROAD IMPROVEMENTS  
ROADWAY EASEMENT - RWCD WEST**

That portion of a parcel of land described in document recorded in Book 191 of Deeds, Page 377, records of MARICOPA COUNTY, ARIZONA located in the NORTHEAST QUARTER of SECTION 24, TOWNSHIP 2 SOUTH, RANGE 6 EAST of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being more particularly described as follows:

COMMENCING at the SOUTHEAST CORNER of SAID SECTION 24, being monumented with a Brass Cap in handhole, from which the SOUTH QUARTER CORNER OF SAID SECTION 24, being monumented with a Brass Cap in handhole, bears South 89 degrees 18 minutes 29 seconds West a distance of 2,828.60 feet, said line being the South line of the Southeast Quarter of said Section 24, and the basis of bearings for this description;

Thence along the East line of the Southeast Quarter of said Section 24, North 00 degrees 16 minutes 50 seconds West a distance of 2,650.04 feet to the calculated position for the EAST QUARTER CORNER of said Section 24;

Thence along the East line of the Northeast Quarter of said Section 24, North 00 degrees 18 minutes 16 seconds West a distance of 1,315.51 feet to a point;

Thence South 89 degrees 41 minutes 44 seconds West a distance of 30.00 feet to the existing West Right of Way of Gilbert Road and the POINT OF BEGINNING; said point also lying in the Northerly line of a 10.00 foot strip conveyed to Roosevelt Water Conservation District per Document No. 1995-0252440, records of said MARICOPA COUNTY;

Thence along the generally Northwesterly line of said 10.00 foot strip, South 89 degrees 08 minutes 44 seconds West a distance of 7.88 feet to the beginning of a tangent curve concave Southeasterly and having a radius of 15.00 feet;

Thence Southwesterly along said curve, through a central angle of 63 degrees 54 minutes 25 seconds an arc length of 16.73 feet to a point;

Thence South 25 degrees 14 minutes 19 seconds West a distance of 14.24 feet to a point on a curve concave Easterly and having a radius of 1865.00 feet bearing North 84 degrees 27 minutes 21 seconds East;

Thence Northerly along said curve through a central angle of 02 degrees 02 minutes 07 seconds an arc length of 66.25 feet to a point lying on a curve having a radius of 65.00 feet bearing South 23 degrees 40 minutes 30 seconds East, said curve being in the Southerly line of a 10.00 foot strip conveyed to Roosevelt Water Conservation District as Parcel No. C per Document No. 1995-0512370, records of said MARICOPA COUNTY;

Thence Easterly along said curve, through a central angle of 22 degrees 53 minutes 14 seconds an arc length of 25.96 feet to a point;

7/3/2012

PAGE 1 OF 3

816055A

P:\6055\16055A Gilbert Road Queen Creek to HuntCadd\Legal Exhibits\ROADWAY ESI\RWCD\_WEST\_RDWY.dwg

 **Entellus™**  
2116 N. 44th Street, Suite 125  
Phoenix, AZ 85018-3171  
Tel: 602.414.1144  
Fax: 602.414.1111  
Email: www.entellus.com

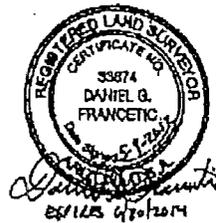
ROUND WEST

Thence North 89 degrees 12 minutes 44 seconds East a distance of 6.85 feet to a point on said West Right of Way of Gilbert Road;

Thence along said West Right of Way of Gilbert Road, South 00 degrees 18 minutes 16 seconds East a distance of 50.01 feet to the POINT OF BEGINNING.

Containing an area of 1,641 SQUARE FEET or 0.038 ACRES, more or less.

See Exhibit "B"

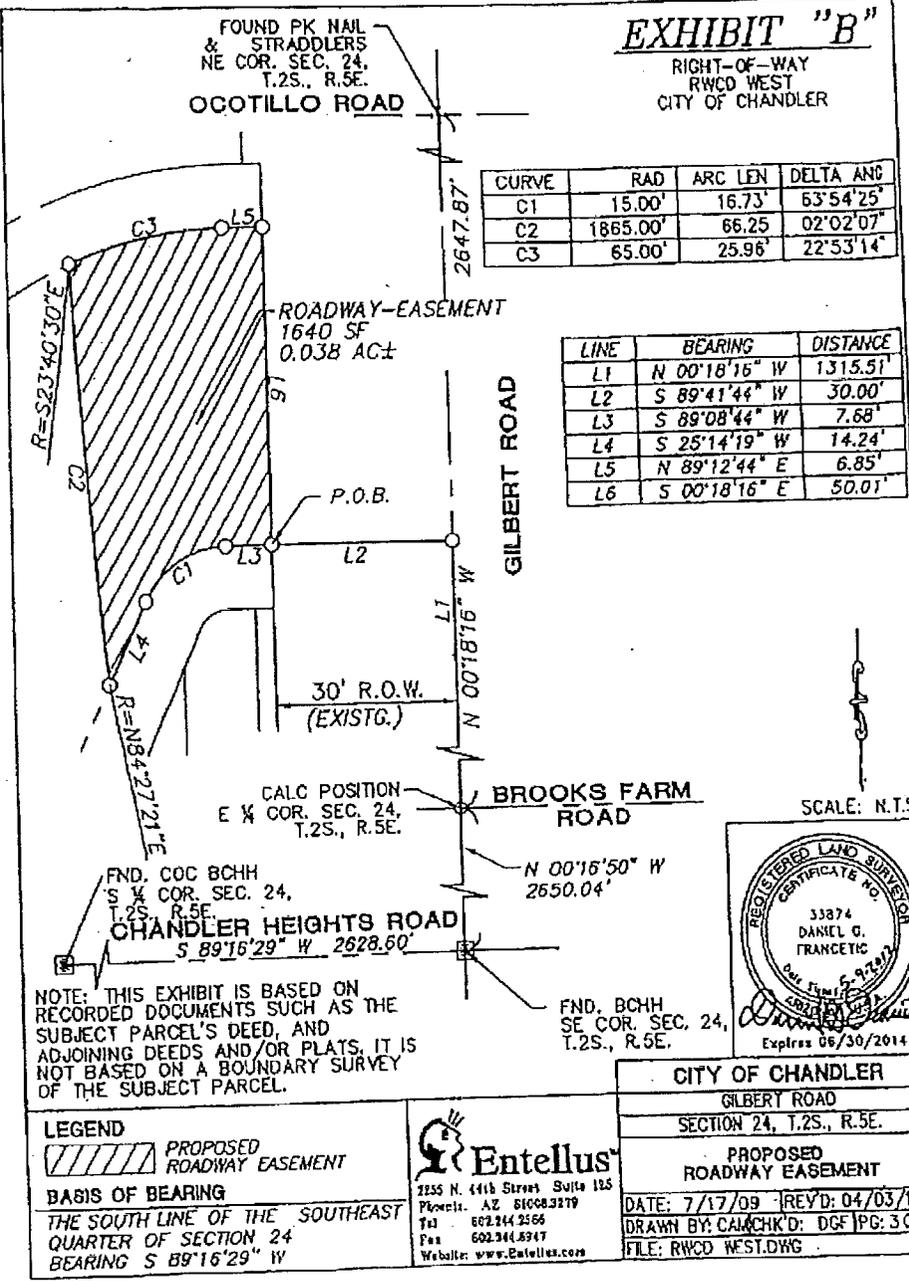


Note: The legal description above is based on recorded documents such as the subject parcel's deed, adjacent parcel deeds and/or plats. It is not based on a boundary survey of the subject parcel.

5/7/2012 PAGE 2 OF 3 615055A  
P:\SC08\15055A Gilbert Road Queen Creek to Hunt/Cad\Legal Exhibits\ROADWAY ES\TRWCD\_WEST\_RD\TY.docx

# EXHIBIT "B"

RIGHT-OF-WAY  
RWCD WEST  
CITY OF CHANDLER



**LEGEND**  
 PROPOSED ROADWAY EASEMENT  
**BASIS OF BEARING**  
 THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 24 BEARING S 89°16'29" W

**Entellus**  
 2255 N. 41st Street Suite 125  
 Phoenix, AZ 85008-3279  
 Tel: 602.244.2566  
 Fax: 602.244.8917  
 Website: www.Entellus.com

CITY OF CHANDLER  
 GILBERT ROAD  
 SECTION 24, T.2S., R.5E.  
 PROPOSED ROADWAY EASEMENT  
 DATE: 7/17/09 REVD: 04/03/12  
 DRAWN BY: CALCHK'D: DGF PG: 3 OF 3  
 FILE: RWCD WEST.DWG

RWCD ROW-WEST  
Polyline Report

Wed May 09 14:21:31 20

Northing	Easting	Bearing	Distance
816687.871	738973.791		
		S 89°08'44" W	7.679
816687.756	738966.113		
Radius: 15.000 Chord: 15.877 Degree: 00°58'19" Dir: Left			
Length: 16.731 Delta: 63°54'25" Tangent: 9.356			
Chord BRG: S 57°11'32" W Rad-In: S 00°51'16" E Rad-Out: S 64°45'41" E			
Radius Point: 816672.758, 738966.337			
816679.154	738952.769		
		S 25°14'19" W	14.237
816666.276	738946.699		
Radius: 1865.000 Chord: 66.249 Degree: 03°04'20" Dir: Right			
Length: 66.253 Delta: 02°02'07" Tangent: 33.130			
Chord BRG: N 04°31'35" W Rad-In: N 84°27'21" E Rad-Out: N 86°29'28" E			
Radius Point: 816846.460, 740802.974			
816732.319	738941.470		
Radius: 65.000 Chord: 25.792 Degree: 88°08'50" Dir: Right			
Length: 25.965 Delta: 22°53'14" Tangent: 13.158			
Chord BRG: N 77°46'07" E Rad-In: S 23°40'30" E Rad-Out: S 00°47'16" E			
Radius Point: 816672.790, 738967.571			
816737.783	738966.677		
		N 89°12'44" E	6.849
816737.878	738973.525		
		S 00°18'16" E	50.007
816687.871	738973.791		

Closure Error Distance > 0.00000  
Total Distance > 187.720  
Polyline Area: 1640.5 sq ft, 0.0377 acres



**Exhibit C**  
**to**  
**Roadway & Utility Easement Agreement**

**DESCRIPTION OF EASEMENT PROPERTY**

[To Be Attached]



303-44-003B

**EXHIBIT "A"**

**LEGAL DESCRIPTION  
FOR  
PARCEL NO. 303-44-003-B  
GILBERT ROAD-QUEEN CREEK ROAD TO HUNT HIGHWAY  
RIGHT OF WAY**

That portion of a parcel of land described as "Parcel No. C" in Document # 1995-0512370, records of MARICOPA COUNTY, ARIZONA, located in the NORTHEAST QUARTER of SECTION 24, TOWNSHIP 2 SOUTH, RANGE 5 EAST of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being more particularly described as follows:

COMMENCING at the SOUTHEAST CORNER OF SAID SECTION 24, being monumented with a Brass Cap in handhole, from which the SOUTH QUARTER CORNER of SAID SECTION 24, being monumented with a Brass Cap in handhole, bears South 89 degrees 16 minutes 29 seconds West a distance of 2628.80 feet, said line being the South line of said Southeast Quarter of Section 24 and the basis of bearings for this description;

Thence along the East line of said Southeast Quarter, North 00 degrees 16 minutes 50 seconds West a distance of 2850.04 feet to the calculated position for the East Quarter corner of said Section 24;

Thence along the East line of said Northeast Quarter, North 00 degrees 18 minutes 18 seconds West a distance of 1385.51 feet;

Thence South 89 degrees 41 minutes 44 seconds West a distance of 30.00 feet to a point on the existing West right of way line of Gilbert Road as shown on Book 2 of Road Maps, Page 26 of the Maricopa County Recorder, said point being on the prolongation of the Southerly deed line of said "Parcel No. C", and said point also being the POINT OF BEGINNING;

Thence along the Southerly deed line of said "Parcel No. C" and the prolongation thereof, South 89 degrees 12 minutes 44 seconds West a distance of 6.85 feet to the beginning of a tangent curve concave Southeasterly and having a radius of 65.00 feet;

Thence Southwesterly along said curve, through a central angle of 22 degrees 53 minutes 14 seconds an arc length of 25.96 feet to a point in a curve concave Easterly and having a radius bearing North 85 degrees 29 minutes 28 seconds East a distance of 1865.00 feet;

Thence Northerly along last-mentioned curve, through a central angle of 00 degrees 19 minutes 29 seconds an arc length of 10.57 feet to a point on a non-tangent curve concave Southerly having a radius bearing South 20 degrees 52 minutes 08 seconds East a distance of 75.00 feet, said point being on the Northwesterly deed line of said "Parcel No. C";

Thence Northeasterly along said curve, through a central angle of 20 degrees 04 minutes 52 seconds an arc length of 26.29 feet to a point;

Thence North 89 degrees 12 minutes 44 seconds East a distance of 6.93 feet to a point on said existing West right of way line of Gilbert Road;

2/22/2012

PAGE 1 OF 3

615055A

ASURVEY STARTUPS\_PROJECTS\615055A G7Ben Rd  
2\507\_LEGAL\_DESCRIPTIONS\_SURVEY\_ONLY\_PROJECTS\303-44-003B-Rev2.docx

2/22/12 ✓

 **Entellus**  
234 N. 4th Street, Suite 100  
Phoenix, AZ 85009-3779  
Tel: 602.442.2565  
Fax: 602.442.8117  
Email: www.entellus.com

303-44-003B

Thence along said existing West right of way line of Gilbert Road, South 00 degrees 18 minutes 16 seconds East a distance of 10.00 feet to the POINT OF BEGINNING.

Containing an area of 330 SQUARE FEET or 0.008 ACRES, more or less.

See Exhibit "B"



*Daniel G. Francetic*  
08/10/2011

Note: The legal description above is based on recorded documents such as the subject parcel's deed, adjacent parcel deeds and/or plats. It is not based on a boundary survey of the subject parcel.

2/22/2012

PAGE 2 OF 3

615055A

P:\SURVEY STARTUP\PROJECTS\615055A GILBERT Rd  
2\507\_LEGAL\_DESCRIPTIONS\_(SURVEY\_ONLY\_PROJECTS)\303-44-003B-Rev2.docx



Northing	Easting	Bearing	Distance
816737.878	738973.525	S 89°12'44" W 6.849	
816737.783	738966.677		
Radius: 65.000 Chord: 25.792 Degree: 88°08'50" Dir: Left			
Length: 25.965 Delta: 22°53'14" Tangent: 13.158			
Chord BRG: S 77°46'07" W Rad-In: S 00°47'16" E Rad-Out: S 23°40'30" E			
Radius Point: 816672.790, 738967.571			
816732.319	738941.470		
Radius: 1865.000 Chord: 10.568 Degree: 03°04'20" Dir: Right			
Length: 10.568 Delta: 00°19'29" Tangent: 5.284			
Chord BRG: N 03°20'47" W Rad-In: N 86°29'28" E Rad-Out: N 86°48'57" E			
Radius Point: 816846.460, 740802.974			
816742.869	738940.853		
Radius: 75.000 Chord: 26.152 Degree: 76°23'40" Dir: Right			
Length: 26.266 Delta: 20°04'52" Tangent: 13.279			
Chord BRG: N 79°10'18" E Rad-In: S 20°52'08" E Rad-Out: S 00°47'16" E			
Radius Point: 816672.790, 738967.571			
816747.783	738966.540	N 89°12'44" E 6.933	
816747.878	738973.472	S 00°18'16" E 10.000	
816737.978	738973.525		

Closure Error Distance > 0.00000  
Total Distance > 86.602  
Polyline Area: 330.1705 sq ft, 0.0076 acres



**Exhibit D**  
**to**  
**Roadway & Utility Easement Agreement**

**DESCRIPTION OF EASEMENT PROPERTY**

[To Be Attached]



**Legal Description  
RWCD Easement  
West Side of Existing Gilbert Rd. R/W  
For Extension Canal**

Job No. 09-066

January 18, 2013

A portion of Northeast Quarter of Section 24, Township 2 South, Range 5 East, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at a brass cap in a hand hole at the southeast corner of said Section 24, from which a brass cap in a hand hole at the south quarter corner of said Section 24 bears S89°16'29" W (an assumed bearing) at a distance of 2,628.60 feet; thence N00°16'50"W, along the east line of the Southeast Quarter of said Section 24, for a distance of 2,650.04 feet to the east quarter corner of said Section 24; thence N00°18'16"W, along the east line of the Northeast Quarter of said Section 24, for a distance of 1240.47 feet to the POINT OF BEGINNING;

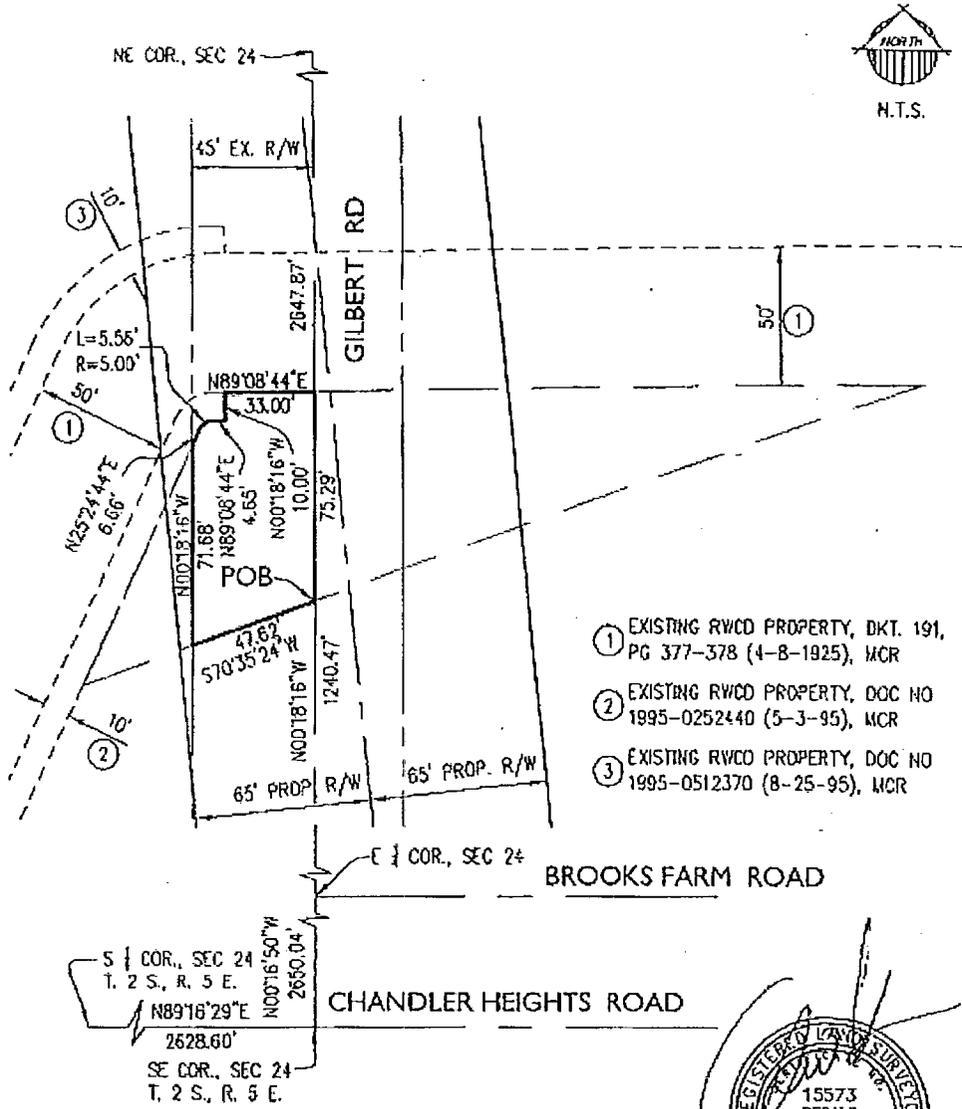
Thence S70°35'24"W for a distance of 47.62 feet to a point on the west line of the east 45.00 feet of the Northeast Quarter of said Section 24; thence N00°18'16"W, along said west line, for a distance of 71.68 feet to a point on the southeasterly line of the RWCD parcel described the Warranty Deed recorded in Document No.95-0752440, Official Records of Maricopa County, Arizona; thence N25°24'44"E, along said southeasterly line, for a distance of 6.66 feet to the beginning of a curve, concave to the southeast, the center of which bears S64°35'16"E at a distance of 5.00 feet; thence northeasterly, along said southeasterly line and the arc of said curve, through a central angle of 63°44'00" for a distance of 5.56 feet to a point of tangency; thence N89°08'44"E, along said southeasterly line, for a distance of 4.65 feet to a point on the west line of the east 33.00 feet of the Northeast Quarter of said Section 24; thence N00°18'16"W, along said west line, for a distance of 10.00 feet to a point on the south line of the RWCD Extension Canal Right of Way as described in Book 191 of Deeds, Page 377, Official Records of Maricopa County, Arizona; thence N89°08'44"E, along said south line, for a distance of 33.00 feet to a point on the east line of the Northeast Quarter of said Section 24; thence S00°18'16"E, along said east line, for a distance of 75.29 feet to the POINT OF BEGINNING.

An area containing 3,588 square feet or 0.0824 acres, more or less.

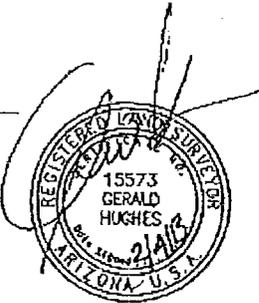


EPS Group, Inc. • 2045 S. Vineyard, Suite 101 • Mesa, AZ 85210  
Tel (480) 503-2250 • Fax (480) 503-2258

S:\projects\09\09-066\Legal Invo\Legal\RWCD Extension Canal\09-066 RWCD Easement Easement 2-011813.doc



- ① EXISTING RWCD PROPERTY, DKT. 191, PG 377-378 (4-8-1925), MCR
- ② EXISTING RWCD PROPERTY, DOC NO 1995-0252440 (5-3-95), MCR
- ③ EXISTING RWCD PROPERTY, DOC NO 1995-0512370 (8-25-95), MCR



EXPIRES: 3/31/2015

09-066	RWCD EASEMENT	<p><b>Geps group, Inc.</b> Engineers, Planners &amp; Surveyors 3345 S. Vineyard, Suite 101, Mesa, Arizona 85210 Phone: 480-966-7229 Fax: 480-966-7210</p>
	EXHIBIT	

**Exhibit E  
to  
Roadway & Utility Easement Agreement**

**DESCRIPTION OF EASEMENT PROPERTY**

[To Be Attached]



**Legal Description  
RWCD Easement to Chandler at  
Extension Canal**

Job No. 09-066

April 29, 2014

A portion of Northeast Quarter of Section 24, Township 2 South, Range 5 East, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

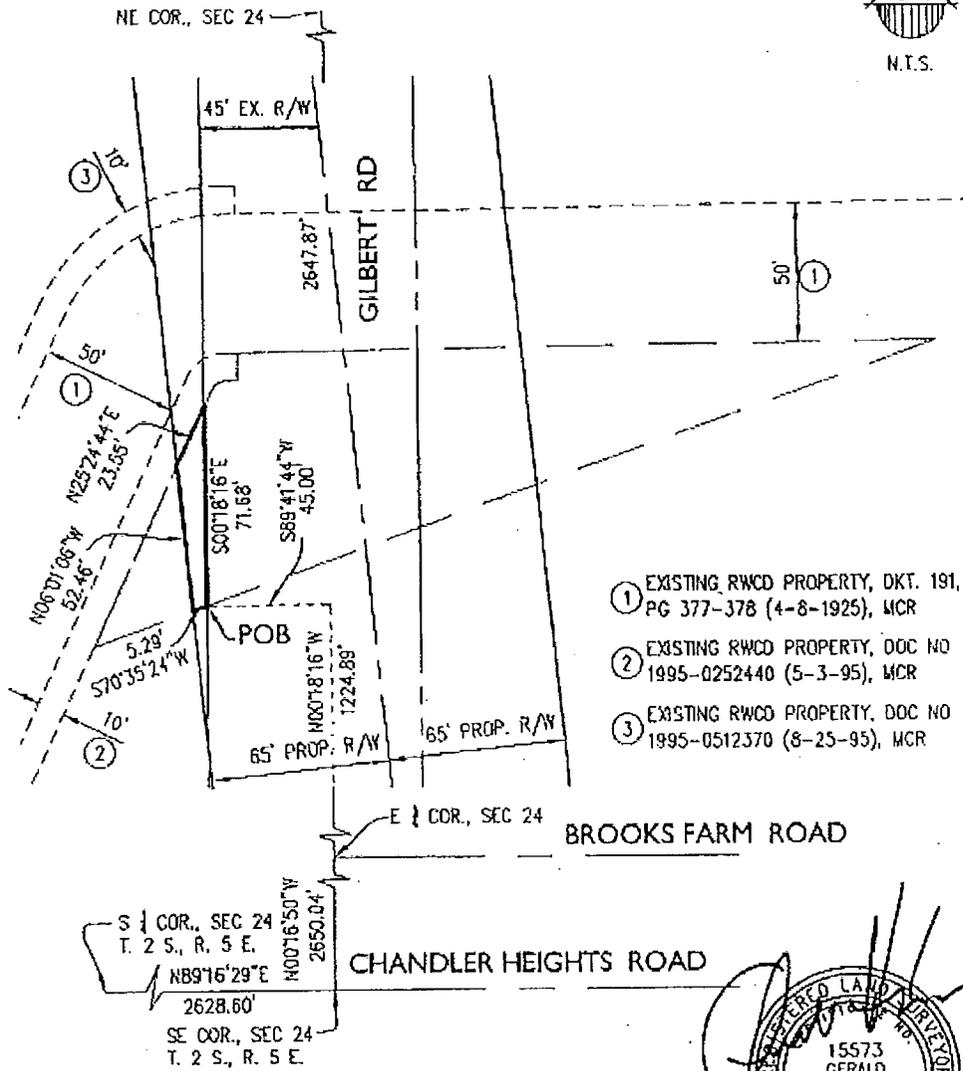
COMMENCING at a brass cap in a hand hole at the southeast corner of said Section 24, from which a brass cap in a hand hole at the south quarter corner of said Section 24 bears S89°16'29" W(an assumed bearing) at a distance of 2,628.60 feet; thence N00°16'50"W, along the east line of the Southeast Quarter of said Section 24, for a distance of 2,650.04 feet to the east quarter corner of said Section 24; thence N00°18'16"W, along the east line of the Northeast Quarter of said Section 24, for a distance of 1224.89 feet; thence S89°41'44"W for a distance of 45.00 feet to a point on the west line of the east 45.00 feet of the Northeast Quarter of said Section 24, said point being the POINT OF BEGINNING;

Thence S70°35'24"W for a distance of 5.29 feet to a point on the west line of the proposed Gilbert Road right of way; thence N06°01'06"W, along said west line, for a distance of 52.46 feet to a point on the southeasterly line of the RWCD parcel described in the Warranty Deed recorded in Document No.95-0252440, Official Records of Maricopa County, Arizona; thence N25°24'44"E, along said southeasterly line, for a distance of 23.55 feet to a point on the west line of the east 45.00 feet of the Northeast Quarter of said Section 24; thence S00°18'16"E, along said west line, for a distance of 71.68 feet to the POINT OF BEGINNING.

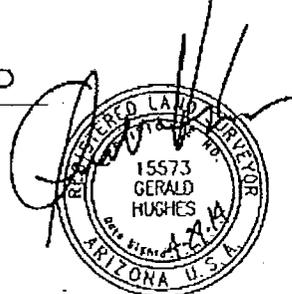
An area containing 501 square feet or 0.0115 acres, more or less.

This legal description is based on data provided by others and not verified by a field survey.

This document is a legal description of a portion of the land described in the Warranty Deed recorded in Document No.95-0252440, Official Records of Maricopa County, Arizona.



- ① EXISTING RWCD PROPERTY, DKT. 191, PG 377-378 (4-8-1925), MCR
- ② EXISTING RWCD PROPERTY, DOC NO 1995-0252440 (5-3-95), MCR
- ③ EXISTING RWCD PROPERTY, DOC NO 1995-0512370 (8-25-95), MCR



EXPIRES: 3/31/2015

DS-066	<b>RWCD EASEMENT</b> <small>GENERAL JURISDICTION</small>	 <b>eps group, inc.</b> <small>Engineers, Planners &amp; Surveyors</small> <small>104 E. Washington Ave., 101, Phoenix, Arizona 85010</small> <small>Phone: 480.500.2228 Fax: 480.500.2228</small>
	<b>EXHIBIT</b>	