

#10
DEC 10 2015

MEMO TO: Mayor and City Council

THRU: Kay Bigelow, City Attorney

FROM: Glenn A. Brockman, Assistant City Attorney GAB

SUBJECT: Adoption of Resolution No. 4920, authorizing the City Manager to execute the City's written consent to an amendment of an existing private access and right-of-way easement agreement related to Focus Development Plaza.

DATE: November 28, 2015

RECOMMENDATION: Staff recommends approval of Resolution No. 4920.

BACKGROUND/DISCUSSION: Focus Development Plaza is on the south side of Chandler Boulevard near Hartford Street and is otherwise surrounded on three sides by San Marcos golf course property. In 1998, the owner of the golf course granted a 30'-wide, private easement for access and right-of-way (the "Access Easement") along the portion of the golf course bordering the east line of the Plaza for use as a secondary means of access to the Plaza. In 2002, the parties and/or their successors re-recorded the easement document to add additional provisions stating that (a) the City of Chandler was acknowledged as holding an irrevocable beneficial interest in the Access Easement, and (b) the Access Easement could not be terminated, modified, assigned or altered without the written approval of the City. Thereafter, the Plaza was platted as a commercial office condominium project.

The present owner of the golf course and the Focus Corporate Plaza Condominium Association desire to amend the easement document for their purposes, which includes the partial release or abandonment of a part of the easement property no longer needed. A copy of the proposed amendment has been provided to the City. Staff in Planning, Civil Review and the City Attorney's office have reviewed the document, find it acceptable, find no impact on existing utility services, and recommend that written consent be given. Resolution 4920 authorizes the City Manager to provide the written consent in such form as drafted by the City Attorney's office.

FINANCIAL IMPLICATIONS: None to the City.

PROPOSED MOTION: Move that Council pass and adopt Resolution No. 4920 to authorizing the City Manager to execute the City's written consent to an amendment of an existing private access and right-of-way easement agreement related to Focus Development Plaza.

Attachment: Vicinity Map
Existing Easement Agreement (as re-recorded in 2002)
Condominium Plat for Focus Corporate Plaza, sheet 2

Proposed Amendment
Copy of Resolution 4920

RESOLUTION NO. 4920

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE CITY'S WRITTEN CONSENT TO AN AMENDMENT OF AN EXISTING PRIVATE ACCESS AND RIGHT-OF-WAY EASEMENT AGREEMENT RELATED TO FOCUS DEVELOPMENT PLAZA.

WHEREAS, in 1998, Sunstone Hotel Investors ("Sunstone"), the then owner of the San Marcos golf course, and Focus Development Corporation, the developer of Focus Development Plaza (the "Plaza"), located on the south side of Chandler Boulevard near Hartford Street, executed an "Access Easement and Right-of-Way Agreement" (the "Access Easement"), to allow private access to the Plaza over a 30'-wide strip of land on golf course property located immediately east of the Plaza; and

WHEREAS, in 2002, Sunstone and the successor owners-developers of the Plaza, Joe and Debbie Cook, re-recorded the aforementioned Access Easement to add additional provisions stating that (a) the City of Chandler was acknowledged as holding an irrevocable, beneficial interest in the Access Easement, and (b) the Access Easement could not be terminated, modified, assigned or altered without the written approval of the City of Chandler; and

WHEREAS, San Marcos Hotel LLC, the current owner of the golf course property, and Focus Corporate Plaza Condominium Association, desire to amend the Access Easement, have presented the City form of such amendment to the City, and have requested the written consent of the City;

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

Section 1. Resolution No. 4920 is hereby passed and adopted for the purpose of authorizing the City of Chandler, acting through its City Manager, to provide written consent to the amendment of the Access Easement in the form presented to the City.

Section 2. The form of the written consent shall be prepared by the City Attorney.

PASSED AND ADOPTED by the 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 Resolution No. 4920 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.

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY *GAB*

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When recorded mail to:

Joe L. Cook
2737 W. Southern Ave.
Suite #8
Tempe, AZ 85282

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Easement Re-recording declaring Beneficial Interest in "Access Easement" for City of Chandler

Whereas Joe L. Cook and Debbie J. Cook, husband & wife, ("Successor Grantee") are currently owners of said Grantee's Property outlined in document # 98-0521837, and

Whereas Sunstone Hotel Investors, L.P., a Delaware limited partnership ("Grantor") was and still is the Grantor outlined in the same document # 98-0521837, and

Whereas paragraph 9 further declares that all rights, covenants, and agreements run with the land,

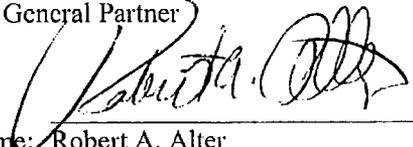
Therefore, the Successor Grantee and Grantor sets their hand below to re-record this easement to add the following paragraphs to assign certain rights stated herein to the City of Chandler.

E. Successor Grantor & Grantee acknowledge the City of Chandler's irrevocable interest in this Access Easement, and

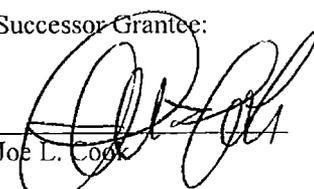
10. This "Access Easement" may not be terminated, modified, assigned, or altered in any way, without the written approval of the City of Chandler.

IN WITNESS WHEREOF, the Grantor and Successor Grantee have signed this Agreement effective as of 15th day of ~~March~~ ^{April} 2002.

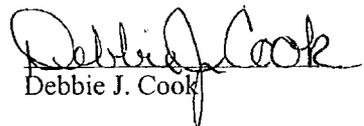
Grantor:
SUNSTONE HOTEL INVESTORS, L.P.
a Delaware limited partnership, by
SAN CLEMENTE HOTEL PROPERTIES, L.L.C.
It's General Partner

By: 
Name: Robert A. Alter
Title: Vice President

Successor Grantee:


Joe L. Cook

Successor Grantee:


Debbie J. Cook

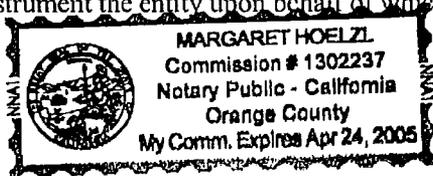
Acknowledged by the following notaries:

State of California)
)ss.
County of Orange)

On April 15, 2002 before me, Margaret Hoelzl, Notary Public,
Date

Personally appeared Robert A Alter
Name(s) of Signer(s)

Personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the entity upon behalf of which the person acted, executed the instrument.



WITNESS my hand and official seal.

Margaret Hoelzl
Signature of Notary Public

My Commission Expires: 4-24-05

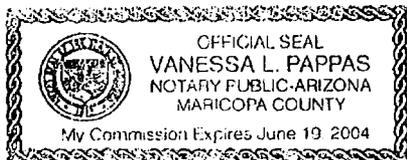
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State of Arizona)
)ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 15th day of April, 2002, by Joe L. Cook and Debbie J. Cook, who acknowledged that they executed the instrument for the purposes contained therein.

My Commission Expires: June 19, 2004

Vanessa L. Pappas
Notary Public



This document is being re-recorded with the original recorded document in accordance with Arizona law.

Recording Requested By And
When Recorded, Mail To:

Joe L. Cook
Focus Development Corporation
1255 W. Baseline Rd., Suite 292
Mesa, Arizona 85202

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL

98-0521837 06/19/98 11:40

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(Space Above Line for Recorder's Use)

Access Easement and Right of Way Agreement

THIS ACCESS EASEMENT AND RIGHT OF WAY AGREEMENT (this "Agreement") is entered into this 11th day of JUNE, 1998, by and between SUNSTONE HOTEL INVESTORS, L.P., a Delaware limited partnership ("Grantor"), and FOCUS DEVELOPMENT CORPORATION, an Arizona corporation ("Grantee").

A. Grantor is the owner in fee of that property situated in Maricopa County, Arizona as more fully described on **Exhibit A** attached hereto and made a part hereof by this reference ("Grantor's Property"); and

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B. Grantee is the owner in fee of that property situated adjacent to Grantor's Property in Maricopa County, Arizona as more fully described on **Exhibit B** attached hereto and by this reference made a part hereof ("Grantee's Property"); and

C. Grantee desires to obtain from Grantor an access easement and right of way over the Grantor's Property to provide ingress and egress to and from Grantee's Property and to service Grantee's Property; and

D. Grantor desires to grant to Grantee such an easement and right of way, all on the terms and conditions hereinafter set forth.

NOW THEREFORE, for \$10.00 and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree for themselves, their heirs, successors and assigns, as follows:

1. Grant of Access Easement and Non-Exclusive Right of Way to Grantee. Grantor hereby grants to Grantee and Grantee's successors and assigns, a thirty (30) foot wide easement and non-exclusive right of way in, on, over, upon and across the western boundary of Grantor's Property adjoining, touching and abutting Grantee's Property, and which portion is more particularly described on **Exhibit C** attached hereto and by this reference made a part hereof, for ingress and egress, as a non-exclusive right of way, and for water, gas, electricity and all utility purposes to and for Grantee's Property (the "Access

Easement"); reserving, however, to the Grantor and its successors, representatives and assigns, all such rights and privileges as may be used without interfering with and/or abridging the rights of the Access Easement. The grant herein contemplated is made subject to any existing easements for public rights of way and public utilities.

2. Development and Maintenance of Roadway. Grantee shall construct, at Grantee's sole cost and expense, a thirty (30) foot roadway on the Access Easement (the "Roadway"), at such time as said Roadway shall be required for the use by Grantee, its successors or assigns, in its sole and absolute discretion. It is further understood by the parties that Grantee may, at Grantee's sole cost and expense and at Grantee's discretion, expand the Roadway by constructing on Grantee's Property additional roadway up to an additional 30 feet (or any portion thereof in Grantee's discretion) in width along the entire length of the Roadway granted herein. In the event Grantee constructs additional roadway adjacent to the Roadway, as set forth above, Grantee's additional roadway shall be included within the definition of Roadway for purposes of sharing maintenance, repair, upkeep and other costs as set forth herein. Therefore, in connection with the Roadway, it is understood between Grantor and Grantee and their respective heirs and assigns that, following the initial completion by Grantee, both Grantor and Grantee shall be jointly responsible for the cost and insurance covering the Roadway (including Grantee's roadway portion upon completion) and for its maintenance, repair, upkeep and replacement, when necessary or appropriate, including without limitation, such items as sweeping, painting, sealing or resurfacing the Roadway. In determining what maintenance, repair or replacement is necessary or appropriate, Grantor and Grantee shall collectively decide and, if they cannot agree, then the matter shall be submitted to Dispute Resolution, as set forth below. The cost of all insurance, maintenance and improvement (the "Maintenance Costs") shall generally be born one-half (1/2) each by Grantor and Grantee. The parties may agree to a different allocation, or if one party feels that to pay one-half the cost of a certain item would be unfair and the parties cannot agree on an allocation, then the issue can be submitted to Dispute Resolution, as provided below.

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3. Remedies for Breach. In the event of breach of this Agreement by either party, the other party shall have any and all remedies to it under the terms of this Agreement or provided at law or equity, including, without limitation, the right for injunctive relief or for specific performance, the right to damages, including exemplary damages, as provided by law, and the rights of liquidated damages or of effecting a forfeiture as may be provided by law.

Grantor acknowledges that the injury to Grantee resulting from any violation by it of any of the covenants contained in this Agreement will be of such a character that Grantee cannot be adequately compensated by money damages alone, and, accordingly, Grantee may, in addition to pursuing its other remedies, obtain an injunction from any court having jurisdiction of the matter restraining any such violation; and no bond or other security shall be required in connection with such injunction.

4. Dispute Resolution. The parties hereby agree to submit any dispute or question of interpretations (other than matters relating to equitable remedies, such as specific performance) as follows. In the event a dispute arises between Grantor and Grantee, Grantor and Grantee each shall name an arbitrator and each of those arbitrators shall name a third. The entire proceeding shall be concluded within 30 days of the date such party demands the arbitration unless the parties argue otherwise or the arbitrators otherwise declare. If a party delays the process, the arbitrator named by it shall not participate in the naming of the third arbitrator. The decision of the panel of arbitrators shall be final and the arbitrators may set the rules under which they will make a decision. The costs and attorney's fees shall be allocated between or among the parties by the rule of the Arbitrators.

5. Indemnification.

A. Grantee agrees to indemnify Grantor against and hold it harmless from any and all claims, liabilities, damages, fines, costs, expenses or losses (including reasonable attorney's fees and costs) arising from or relating to the construction of the Roadway or the use of or discharge of substances or entry onto, as the case may be, the Roadway, Grantee's Property or Grantor's Property by Grantee, its employees, agents, contractors or invitees.

B. Grantor agrees to indemnify Grantee against and hold it harmless from any and all claims, liabilities, damages, fines, costs, expenses or losses (including reasonable attorney's fees and costs) arising from or relating to the construction of the Roadway or the use of or discharge of substances or entry onto, as the case may be, the Roadway, Grantee's Property or Grantor's Property by Grantor, its employees, agents or contractors.

6. Attorneys' Fees, Etc. Should either party employ an attorney or attorneys to enforce any of the provisions hereof, or to protect its interest in any matter arising under this Agreement, or to recover damages for the breach of this Agreement, the party not prevailing in any final judgment agrees to pay the other party all reasonable costs, charges and expenses, including attorneys' fees, expended or incurred in connection therewith, in addition to any and all other relief provided for by law, equity or by the terms of this Agreement.

7. Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Arizona.

8. Headings. Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement. The recitals are incorporated herein by reference and form part of this Agreement.

9. Covenants Running with Land. This Access Easement is hereby granted, and the covenants and agreements herein contained shall be easements, rights of way, restrictions, covenants and agreements running with the land and shall inure to the benefit of, and be binding upon the parties hereto and their respective heirs, successors, and assigns, including, but without limitation, all subsequent owners of the property described in **Exhibits A and B** and all persons claiming under them.

[The remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties have signed this Agreement effective the day and year first above written.

Grantor:

Grantee:

SUNSTONE HOTEL INVESTORS, L.P.
Delaware limited partnership

FOCUS DEVELOPMENT CORPORATION, a
an Arizona corporation

By its General Partner:
SUNSTONE HOTEL INVESTORS, INC. (a MARYLAND CORPORATION)

By: [Signature]
Name: Joe L. Cook
Title: President

By: [Signature]
Name: ROBERT N. ALIER
Title: CHAIRMAN & CEO

STATE OF CALIFORNIA)
County of ORANGE) ss.

The foregoing instrument was acknowledged before me this 11th day of JUNE, 1998, by ROBERT N. ALIER, the CHAIRMAN & CEO of SUNSTONE HOTEL INVESTORS, INC. (a MARYLAND CORPORATION) as the General Partner of SUNSTONE HOTEL INVESTORS, L.P., a Delaware limited partnership, who acknowledged that he executed the foregoing instrument for purposes contained therein and is authorized to do so on behalf of said corporation as General Partner.

My Commission Expires:
March 5, 2001

[Signature]
Notary Public

STATE OF ARIZONA)
County of Maricopa) ss.



The foregoing instrument was acknowledged before me this 15 day of June, 1998, by Joe L. Cook, the President of FOCUS DEVELOPMENT CORPORATION, an Arizona corporation, who acknowledged that he executed the foregoing instrument for purposes contained therein and is authorized to do so on behalf of said corporation.

My Commission Expires:
12-01-99

[Signature]
Notary Public

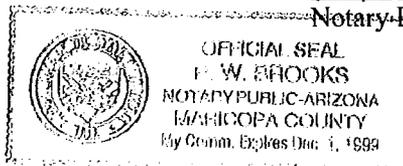


EXHIBIT "A"

That part of the Northeast quarter of Section 33, Township 1 South, Range 5 East, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

Beginning at the North quarter of said Section 33;

Thence North 89 degrees 59 minutes 05 seconds East, along the Northerly line of said Section 33, a distance of 585.00 feet to a point from which the Northeast corner of said Section 33, bears North 89 degrees 59 minutes 05 seconds East, a distance of 2112.90 therefrom, said point being the True Point of Beginning;

Thence continuing North 89 degrees 59 minutes 05 seconds East, along the Northerly line of said Section 33, a distance of 681.00 feet;

Thence South 00 degrees 00 minutes 55 seconds East, a distance of 298.77 feet;

Thence South 70 degrees 09 minutes 05 seconds West, parallel to said Northerly line of said Section 29, a distance of 280.00 feet;

Thence South 89 degrees 59 minutes 05 seconds West, parallel to said Northerly line of said Section 33, a distance of 417.61 feet;

Thence North 00 degrees 00 minutes 55 seconds West, a distance to 393.77 feet to a point on the Northerly line of said Section 33, and the True Point of Beginning Unofficial Document

Except the Northerly 68.00 feet for roadway purposes.

4.806 Acres

Together with:

Commencing at the West quarter corner of Section 33, Township 1 South, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

Thence North (assumed bearing), along the West line of said section 33, a distance of 587.49 feet to a point from which the Northwest corner of said Section 33 bears North 2057.65 feet distant therefrom;

Thence East, parallel with the South line of the Northwest quarter of said Section 33, a distance of 444.71 feet to the point of beginning;

Thence North 01°34'10" East a distance of 667.90 feet;

Thence North 12°13'53" East a distance of 731.61 feet;

Thence North 20°33'22" West a distance of 256.32 feet;

Thence North 30°57'50" East a distance of 58.31 feet;

Thence South 75°57'50" East a distance of 453.54 feet;

Thence North 78°22'55" East a distance of 148.03 feet;

Thence South 89°59'30" East a distance of 1190.00 feet;

Thence North 00°00'30" East a distance of 200.00 feet;

Thence North 42°17'49" East a distance of 270.39 feet;

Thence North 00°00'30" East a distance of 20.00 feet to a point on the South right-of-way line of Williams Field Road;

Thence South 89°59'30" East along the said right-of-way line of Williams Field Road, parallel with and 45.00 feet South of the North line of said Section 33, a distance of 170.09 feet;

Thence South 00°33'43" West, parallel with and 14.00 feet West of the East line of the Northwest quarter of said Section 33, a distance of 293.77 feet;

Thence South 76°10'48" East a distance of 230.10 feet;

Thence North 89°59'05" East, parallel with the North line of the Northeast quarter of said Section 33, a distance of 796.60 feet;

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Thence North 70°09'05" East a distance of 280.00 feet;

Thence North 89°59'05" East, parallel with and 298.77 feet South of the said North line of the Northeast quarter of Section 33, a distance of 220.83 feet to a point of the East line of lot 666 of Chandler, according to book 5 of maps, page 34, records of Maricopa County, Arizona;

Thence South 01°03'52" West, along the West line of Dakota Street of said Chandler, a distance of 301.62 feet to the Northeast corner of lot 604 of said Chandler.

Thence South 89°51'04" East, along the South line of Buffalo Street of said Chandler, a distance of 969.52 feet to the Northeast corner of lot 2 of said Chandler.

Thence South 01°03'40" West a distance of 320.17 feet to the Southeast corner of lot 13 of said Chandler.

Thence North 89°50'45" West, along the South line of said lot 13, a distance of 120.00 feet;

Thence South 01°03'40" West a distance of 50.00 feet;

Thence North 89°50'45" West, parallel with and 50.00 feet South of the North line of Commonwealth Avenue of said Chandler, a distance of 1131.75 feet to a point on the North right-of-way line of San Marcos Drive of San Marcos Fairways, according to book 20 of maps, page 33, records of Maricopa County, Arizona;

Thence South $45^{\circ}54'01''$ East, along the said North right-of-way line of San Marcos Drive, a distance of 3.26 feet;

Thence South $44^{\circ}05'59''$ West, along the East right-of-way line of said San Marcos Drive, a distance of 59.92 feet to a point marking the beginning of a curve concave Southeast having a radius of 157.92 feet;

Thence South along the said East right-of-way line of San Marcos Drive, along the arc of said curve through a central angle of $44^{\circ}04'38''$ a distance of 121.49 feet to the point of tangency;

Thence South $00^{\circ}01'21''$ West, along the said East right-of-way line of San Marcos Drive, a distance of 45.00 feet to a point beginning a curve concave West having a radius of 320.23 feet;

Thence South along the said East right-of-way line of San Marcos Drive, along the arc of said curve through a central angle of $03^{\circ}36'06''$, a distance of 20.13 feet to a point from which the Southwest corner of lot 570 of said Chandler bears East 208.50 feet distant therefrom;

Thence East a distance of 168.50 feet to a point that is 40.00 feet West of the East line of Block J of said Chandler;

Thence South $01^{\circ}04'30''$ West, a distance of 197.50 feet to a point on the North line of Quarty Drive of San Marcos Fairways Replat, according to book 122 of maps, page 37, records of Maricopa County, Arizona;

Thence South $89^{\circ}49'30''$ East, along said North line of Quarty Drive, a distance of 40.00 feet to a point on the East line of Block J of said Chandler;

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Thence South $01^{\circ}04'30''$ West along said East line of Block J a distance of 32.64 feet to a point on the South line of said Quarty Drive;

Thence South $58^{\circ}14'50''$ West, along said South line of Quarty Drive, a distance of 91.30 feet to a point marking the beginning of a curve concave Northwest having a radius of 218.16 feet;

Thence West along the said South line of Quarty Drive, along the arc of said curve through a central angle of $13^{\circ}56'21''$, a distance of 53.08 feet to the point of tangency;

Thence South $72^{\circ}11'11''$ West, along the said South line of Quarty Drive, a distance of 155.82 feet to a point marking the beginning of a curve concave Southeast having a radius of 188.16 feet;

Thence Southwest along the said South line of Quarty Drive, along the arc of said curve through a central angle of $27^{\circ}50'47''$, a distance of 91.45 feet;

Thence North $45^{\circ}39'36''$ West 29.95 feet to a point of intersection of the East right-of-way of said San Marcos Drive and the Northwest line of Quarty Drive, being a point on curve concave East having a radius of 545.10 feet and from which the radius point bears South $70^{\circ}04'31''$ East 545.10 feet;

Thence North along the said East line of San Marcos Drive, along the arc of said curve through a central angle of $10^{\circ}12'01''$, a distance of 97.04 feet to the point of tangency;

Thence North $59^{\circ}52'30''$ West 30.00 feet to a point on the West line of said San Marcos Drive;

Thence North $30^{\circ}07'30''$ East along the West line of said San Marcos Drive a distance of 13.63 feet;

Thence West, parallel with and 60.00 feet North of the South line of lot 5 of said San Marcos Fairways, a distance of 183.85 feet to the point on the West line of said lot 5;

Thence South $17^{\circ}00'28''$ West a distance of 603.51 feet to the Southwest corner of lot 11 of said San Marcos Fairways;

Thence continuing South $17^{\circ}00'28''$ West a distance of 116.53 feet to a point from which a North corner of the said San Marcos Fairways Replat bears South $37^{\circ}45'36''$ East, 8.94 feet distant therefrom;

Thence North $37^{\circ}45'36''$ West a distance of 5.11 feet to a point marking the beginning of a curve concave Southwest having a radius of 70.90 feet;

Thence Northwest, along the arc of said curve through a central angle of $41^{\circ}54'15''$, a distance of 51.85 feet;

Thence North $79^{\circ}39'51''$ West a distance of 122.42 feet to a point beginning a curve concave Northeast having a radius of 176.91 feet;

Thence Northwest, along the arc of said curve through a central angle of $16^{\circ}30'00''$, a distance of 50.95 feet;

Thence North $63^{\circ}09'51''$ West a distance of 110.80 feet to a point beginning a curve concave Northeast having a radius of 383.81 feet;

Thence Northwest along the arc of said curve through central angle of $16^{\circ}30'00''$, a distance of 110.53 feet;

Thence North $46^{\circ}39'51''$ West a distance of 8.58 feet;

Thence North $00^{\circ}25'05''$ West a distance of 376.94 feet;

Thence North $18^{\circ}39'07''$ East a distance of 579.50 feet;

Thence North $02^{\circ}10'02''$ East a distance of 36.70 feet;

Thence North $89^{\circ}18'30''$ West a distance of 350.93 feet to a point on the North-South mid-section line of said section 33 from which the North quarter corner of said section 33 bears North $00^{\circ}33'43''$ East 983.81 feet distant therefrom;

Thence North $89^{\circ}18'30''$ West a distance of 10.73 feet;

Thence South $79^{\circ}26'22''$ West a distance of 489.62 feet;

Thence South $03^{\circ}10'07''$ East a distance of 49.70 feet;

Thence South $34^{\circ}10'10''$ East a distance of 839.54 feet;

Thence South $46^{\circ}39'51''$ East a distance of 234.25 feet to a point beginning a curve concave Northeast having a radius of 413.81 feet;

Thence Southeast along the arc of said curve through a central angle of $16^{\circ}30'00''$, a distance of 119.17 feet;

Thence South $63^{\circ}09'51''$ East a distance of 110.00 feet to a point beginning a curve concave Northeast having a radius of 206.91 feet;

Thence Southeast along the arc of said curve through a central angle of $16^{\circ}30'00''$, a distance of 59.59 feet;

Thence South $79^{\circ}39'51''$ East a distance of 122.42 feet to a point beginning a curve concave Southwest having a radius of 40.90 feet;

Thence Southeast along the arc of said curve through a central angle of $41^{\circ}54'15''$ a distance of 29.91 feet;

Thence South $37^{\circ}45'36''$ East a distance of 9.15 feet to the Northeast corner of lot 12 of said San Marcos Fairways Replat;

Thence South $61^{\circ}33'24''$ West a distance of 227.16 feet to the Northeast corner of lot 16 of said San Marcos Fairways Replat;

Thence North $81^{\circ}39'36''$ West a distance of 111.84 feet to the Northwest corner of said lot 16;

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Thence North $71^{\circ}37'35''$ West a distance of 205.49 feet to a North corner of said San Marcos Fairways Replat;

Thence West a distance of 90.00 feet to a corner of said San Marcos Fairways Replat;

Thence South $74^{\circ}28'30''$ West a distance of 186.79 feet to a corner of the San Marcos Fairways Replat;

Thence South $83^{\circ}01'50''$ West a distance of 468.31 feet to the Northwest corner of lot 30 of said San Marcos Fairways Replat;

Thence South $44^{\circ}50'50''$ West a distance of 131.83 feet to the Southwest corner of said lot 30 of San Marcos Fairways Replat, said point being on a curve from which the radius point of said curve bears North $35^{\circ}40'00''$ East 185.00 feet distant therefrom;

Thence Northwest along the North right-of-way of Crescent Drive of said San Marcos Fairways, along the arc of said curve through a central angle of $24^{\circ}25'45''$, a distance of 78.88 feet to the point of tangency;

Thence North $29^{\circ}54'15''$ West along the said North right-of-way line of Crescent Drive a distance of 210.23 feet to the South corner of lot 31 of said San Marcos Fairways;

Thence North $30^{\circ}00'47''$ East a distance of 270.09 feet to the Southeast corner of said lot 31;

Thence North $00^{\circ}00'40''$ East a distance of 570.21 feet to the Northeast corner of lot 34 of said San Marcos Fairways;

Thence North $75^{\circ}33'31''$ West along the North line of said lot 34 a distance of 184.62 feet;

Thence North $06^{\circ}01'00''$ East a distance of 316.49 feet;

Thence North $88^{\circ}40'12''$ West a distance of 295.27 feet;

Thence South $28^{\circ}29'21''$ East a distance of 336.10 feet to the Northwest corner of lot 35 of said San Marcos Fairways;

Thence South $34^{\circ}20'44''$ West a distance of 570.00 feet to the Northwest corner of lot 38 of said San Marcos Fairways;

Thence South $52^{\circ}20'44''$ West a distance of 150.00 feet to the Southwest corner of said lot 38;

Thence South $40^{\circ}30'44''$ West a distance of 270.00 feet to the Northwest corner of lot 41 of said San Marcos Fairways;

Thence South $83^{\circ}29'49''$ West a distance of 145.30 feet;

Thence South $41^{\circ}36'35''$ East a distance of 100.01 feet to the Northwest corner of lot 42 of said San Marcos Fairways;

Thence South $40^{\circ}30'44''$ West a distance of 222.70 feet to a point from which the Southwest corner of lot 43 of said San Marcos Fairways bears South $40^{\circ}30'44''$ West a distance of 87.00 feet distant therefrom;

Thence North $71^{\circ}44'38''$ West a distance of 225.24 feet;

Thence North $33^{\circ}18'41''$ West a distance of 204.50 feet to the point of beginning.

Said parcel containing 5,300,870.2 square feet or 121.6912 acres (measured).

EXHIBIT "B"

That part of the Northeast quarter of Section 33, Township 1 South, Range 5 East, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

Beginning at the North quarter of said Section 33; said point being the True Point of Beginning;

Thence North 89 degrees 59 minutes 05 seconds East, along the Northerly line of said Section 33, a distance of 585.00 feet to a point from which the Northeast corner of said Section 33, bears North 89 degrees 59 minutes 05 seconds East, a distance of 2112.90 therefrom;

Thence South 00 degrees 00 minutes 55 seconds East, a distance of 393.77;

Thence South 89 degrees 59 minutes 05 seconds West, parallel to said Northerly line of said Section 33, a distance of 378.99 feet;

Thence North 76 degrees 10 minutes 48 seconds West, a distance of 230.10 feet;

Thence North 00 degrees 33 minutes 43 seconds East, a distance of 338.77 feet, to a point on the Northerly line of said Section 33;

Thence North 89 degrees 59 minutes 30 seconds East, along the Northerly line of said Section 33, a distance of 14.00 feet to the North quarter corner of said Section 33, and the True Point of Beginning.

Except the Northerly 68.00 feet for roadway p^{Unofficial Document}

4.356 Acres

EXHIBIT "C"

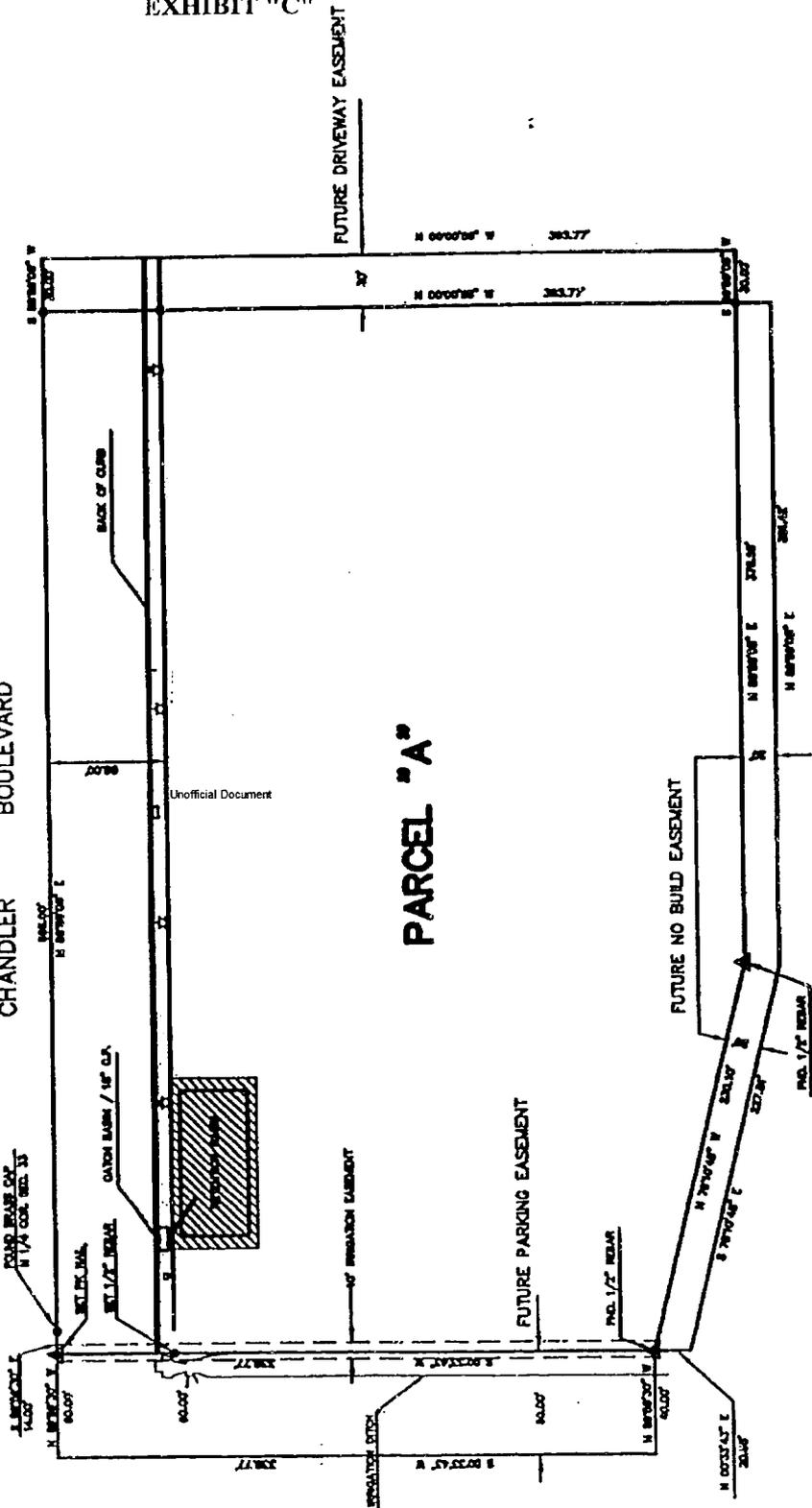


SCALE: 1" = 50'
0' 50' 100'

EASEMENT MAP

CHANDLER BOULEVARD

PARCEL "A"



DRIVEWAY EASEMENT

That part of the Northeast quarter of Section 33, Township 1 South, Range 5 East, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

Beginning at the North quarter of said Section 33;

Thence North 89 degrees 59 minutes 05 seconds East, along the Northerly line of said Section 33, a distance of 585.00 feet to a point from which the Northeast corner of said Section 33, bears North 89 degrees 59 minutes 05 seconds East, a distance of 2112.90 therefrom;

Thence South 00 degrees 00 minutes 55 seconds East, a distance of 68.00 to The True Point of Beginning;

Thence continuing South 00 degrees 00 minutes 55 seconds East, a distance of 325.77 feet;

Unofficial Document

Thence North 89 degrees 59 minutes 05 seconds East, parallel to said Northerly line of said Section 33, a distance of 30.00 feet;

Thence North 00 degrees 00 minutes 55 seconds West, a distance of 325.77 feet;

Thence South 89 degrees 59 minutes 05 seconds West, a distance of 30.00 feet, to the true point of beginning.

Prepared by and after recording return to:

Matt Sours, Esq.
Morris, Manning & Martin, LLP
3343 Peachtree Road, N.E., Suite 1600
Atlanta, Georgia 30326-1044

Cross Reference:
Instrument Nos. 98-0521837;
2002-0449829
Maricopa County, Arizona

AMENDMENT TO ACCESS EASEMENT AND RIGHT OF WAY AGREEMENT

This Amendment to Access Easement and Right of Way Agreement (this "Amendment") is executed this ____ day of _____, 2015 by and between San Marcos Hotel LLC, a Delaware limited liability company ("San Marcos") and Focus Corporate Plaza Condominium Association, an Arizona nonprofit corporation (the "Association");

WHEREAS, the Association is a condominium association organized under the Arizona Condominium Act, Arizona Revised Statutes § 33-1201, et seq., and is responsible for the operation and management of the common elements of the Focus Corporate Plaza, a condominium being portions of a certain parcel of real property more particularly described on Exhibit "A" attached hereto and incorporated by this reference herein (the "Association Property"), which abuts the San Marcos Property (as defined below);

WHEREAS, San Marcos is the owner of that certain real property located adjacent to the Association property and being more particularly described on Exhibit "B" attached hereto and incorporated by this reference herein (the "San Marcos Property");

WHEREAS, the San Marcos Property and Association Property are subject to that certain Access Easement and Right of Way Agreement, dated as of June 11, 1998, by and between Sunstone Hotel Investors, LP., a Delaware limited partnership ("Sunstone") and Focus Development Corporation, an Arizona corporation ("Focus") and recorded June 19, 1998 as Instrument No. 98-0521837, Official Records, Maricopa County, Arizona; as affected by that certain Easement Re-recording declaring Beneficial Interest in "Access Easement" for City of Chandler, dated April 15, 2002 and recorded May 1, 2002 as Instrument No. 2002-04449829, Official Records, Maricopa County, Arizona (the "Agreement");

WHEREAS, pursuant to the Agreement, Sunstone, as San Marcos's predecessor in title, granted to Focus, as the Association's predecessor in title, a thirty (30) foot wide easement and nonexclusive right of way in, over, upon and across the western boundary of the San Marcos Property adjoining, touching and abutting the Association Property (the "Access Easement");

WHEREAS, the Access Easement may not be terminated, modified, assigned or altered in any way, without the written approval of the City of Chandler, Arizona; and

WHEREAS, the parties hereto desire to modify the Agreement to release a portion of the Access Easement and modify the parties' rights to those portions of the Access Easement that remain.

NOW, THEREFORE, in consideration of TEN AND NO/100 DOLLARS (\$10.00), and the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Partial Release of Access Easement. Effective upon the execution of this Amendment, that portion of the Access Easement depicted and described in more detail on the attached Exhibit C as "Access Easement to be Abandoned" shall be released and the Association shall have no further easement over or rights to same.

2. Modification of Access Easement. Notwithstanding anything contained herein or in the Agreement to the contrary, effective upon the execution of this Amendment, San Marcos shall have the right to install, construct, maintain, repair and replace landscaping and parking improvements on, in, over, under, and across those portions of the Access Easement depicted and described in more detail on the attached Exhibit C as "Access Easement to Remain".

3. Modification of Roadway Rights. The parties hereby amend Section 2 of the Agreement by deleting the second and third sentences of that Section.

4. No Further Amendments; Ratification. This Amendment shall not be deemed or construed to amend or modify any provision or term of the Agreement not expressly set forth herein. The parties hereby ratify and confirm the Agreement, as amended hereby. In the event of any conflict between the terms and conditions of this Amendment and any of the terms and conditions in the Agreement, the terms and conditions of this Amendment shall control.

5. Governing Law. This Amendment shall be construed and enforced in accordance with the laws of the State of Arizona.

6. Counterparts. This Amendment may be executed in any number of counterparts, any one or all of which shall constitute the agreement of the parties and each of which shall be deemed an original.

7. Exhibits. All exhibits attached hereto and referenced in this Amendment are hereby incorporated into and made a part of this Amendment by such reference.

[SIGNATURES ON FOLLOWING PAGES]

EXECUTED effective the date first written above.

SAN MARCOS:

SAN MARCOS HOTEL LLC, a Delaware limited liability company

By: San Marcos/Interwest LLC, a Delaware limited liability company, its Manager

By: ICC San Marcos Management LLC, a Delaware limited liability company, its Manager

By: _____
Shahyar Zayanderoudi,
Manager

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of _____

County of _____

On _____, before me, _____, Notary Public, personally appeared Shahyar Zayanderoudi, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public

[Signatures Continue on Following Page]

EXHIBIT "A"

Legal Description of Association Property

All real property as shown on the plat of FOCUS CORPORATE PLAZA, A CONDOMINIUM, according to the plat recorded in Book 677, Page 16 and Document No. 2004-0324147, Office records of the Maricopa County Recorded, Maricopa County, Arizona.

EXHIBIT "B"

Legal Description of San Marcos Property

Parcel No. 1:

THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 33;

THENCE NORTH 89 DEGREES 59 MINUTES 05 SECONDS EAST, 585.00 FEET ALONG THE NORTH LINE OF SAID SECTION 33 TO A POINT FROM WHICH THE NORTHEAST CORNER OF SAID SECTION 33 BEARS NORTH 89 DEGREES 59 MINUTES 05 SECONDS EAST, 2112.90 FEET AND THE POINT OF BEGINNING;

THENCE CONTINUING NORTH 89 DEGREES 59 MINUTES 05 SECONDS EAST, 681.00 FEET ALONG THE NORTH LINE OF SAID SECTION 33;

THENCE SOUTH 00 DEGREES 00 MINUTES 55 SECONDS EAST, 298.77 FEET;

THENCE SOUTH 70 DEGREES 09 MINUTES 05 SECONDS WEST, 280.00 FEET;

THENCE SOUTH 89 DEGREES 59 MINUTES 05 SECONDS WEST, 417.61 FEET, PARALLEL TO THE NORTH LINE OF SAID SECTION 33;

THENCE NORTH 00 DEGREES 00 MINUTES 55 SECONDS WEST, 393.77 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 33 AND THE POINT OF BEGINNING;

EXCEPT THE NORTH 68.00 FEET; AND ALSO

EXCEPT THAT PORTION THEREOF DESCRIBED AS FOLLOWS:

THAT PORTION OF THE PARCEL DESCRIBED IN THE MARICOPA COUNTY RECORDER'S OFFICE DOCUMENT NO. 97-910261, BEING A PART OF LOT K, TOWNSITE OF CHANDLER, ACCORDING TO BOOK 5 OF MAPS, PAGE 34, AND LOCATED IN SECTION 33, TOWNSHIP 1 SOUTH, RANGE 5 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A BRASS CAP FLUSH, MARKING THE MONUMENTED LINE OF CHANDLER BLVD. AT THE INTERSECTION OF CHANDLER BLVD. AND NEBRASKA STREET, FROM WHICH A CITY OF CHANDLER BRASS CAP, MARKING THE SAID MONUMENTED LINE AT THE INTERSECTION OF CHANDLER BLVD. AND DAKOTA STREET, BEARS NORTH 89 DEGREES 31 MINUTES 53 SECONDS EAST, 364.75 FEET;

THENCE NORTH 89 DEGREES 31 MINUTES 53 SECONDS EAST, ALONG SAID MONUMENTED LINE, 35.56 FEET;

THENCE SOUTH 00 DEGREES 28 MINUTES 07 SECONDS EAST, 68.00 FEET TO A LINE PARALLEL WITH AND 68.00 FEET MEASURED PERPENDICULAR SOUTHERLY TO THE MONUMENTED LINE OF CHANDLER BLVD., AND THE POINT OF BEGINNING;

THENCE SOUTH 86 DEGREES 39 MINUTES 36 SECONDS EAST, APPROXIMATELY 67.48 FEET TO THE EAST LINE OF THE PROPERTY DESCRIBED IN DOCUMENT NO. 97-910261;

THENCE NORTH 00 DEGREES 28 MINUTES 08 SECONDS WEST, 4.49 FEET ALONG SAID EAST PROPERTY LINE TO SAID PARALLEL LINE;

THENCE SOUTH 89 DEGREES 31 MINUTES 53 SECONDS WEST, ALONG A LINE PARALLEL WITH AND 68.00 FEET, MEASURED PERPENDICULAR SOUTHERLY TO THE MONUMENTED LINE OF CHANDLER BLVD., APPROXIMATELY 67.33 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 2A:

COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

THENCE NORTH 89 DEGREES 59 MINUTES 05 SECONDS EAST ALONG THE NORTHERLY LINE OF SAID SECTION 33, A DISTANCE OF 1266.00 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING NORTH 89 DEGREES 59 MINUTES 05 SECONDS EAST, A DISTANCE OF 72.52 FEET TO A POINT ON THE NORTHERLY PROLONGATION OF THE EAST LINE OF TRACT "K" OF CHANDLER, MARICOPA COUNTY, ARIZONA, A SUBDIVISION RECORDED IN BOOK 5, PAGE 34, MARICOPA COUNTY RECORDS;

THENCE SOUTH 01 DEGREES 04 MINUTES 30 SECONDS WEST ALONG THE EAST LINE OF TRACT "K" AND THE PROLONGATION THEREOF, A DISTANCE OF 298.83 FEET;

THENCE SOUTH 89 DEGREES 59 MINUTES 05 SECONDS WEST, A DISTANCE OF 66.83 FEET;

THENCE NORTH 00 DEGREES 00 MINUTES 55 SECONDS WEST, A DISTANCE OF 298.77 FEET TO THE TRUE POINT OF BEGINNING;

EXCEPT THE NORTHERLY 45.00 FEET FOR ROADWAY PURPOSES; AND ALSO

EXCEPT THE SOUTHERLY 23.00 FEET OF THE NORTHERLY 68.00 FEET FOR ROADWAY PURPOSES; AND ALSO

EXCEPT THAT PORTION THEREOF DESCRIBED AS FOLLOWS:

THAT PORTION OF THE PARCELS DESCRIBED IN THE MARICOPA COUNTY RECORDER'S OFFICE DOCUMENTS NO. 87-200994 AND 91-358107, BEING A PART OF LOT K, OF AN ABANDONED ALLEY LOCATED BETWEEN LOT 661 AND LOT K, AND OF LOT 661, TOWNSITE OF CHANDLER, ACCORDING TO BOOK 5 OF MAPS, PAGE 34, AND LOCATED IN SECTION 33, TOWNSHIP 1 SOUTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A BRASS CAP FLUSH, MARKING THE MONUMENTED LINE OF CHANDLER BLVD. AT THE INTERSECTION OF CHANDLER BLVD. AND NEBRASKA STREET, FROM WHICH A CITY OF CHANDLER BRASS CAP, MARKING THE SAID MONUMENTED LINE AT THE INTERSECTION OF CHANDLER BLVD. AND DAKOTA STREET, BEARS NORTH 89 DEGREES 31 MINUTES 53 SECONDS EAST, 364.75 FEET;

THENCE SOUTH 66 DEGREES 50 MINUTES 48 SECONDS EAST APPROXIMATELY 112.30 FEET TO THE WEST LINE OF THE PROPERTY DESCRIBED IN DOCUMENT NO. 87-200994, RECORDS OF MARICOPA COUNTY, ARIZONA, A LINE PARALLEL WITH AND 45.00 FEET MEASURED PERPENDICULAR SOUTHERLY TO THE MONUMENTED LINE OF CHANDLER BLVD., AND THE POINT OF BEGINNING;

THENCE SOUTH 00 DEGREES 28 MINUTES 08 SECONDS EAST, 27.49 FEET ALONG SAID WEST LINE OF THE PROPERTY DESCRIBED IN DOCUMENT NO. 87-200994, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE SOUTH 86 DEGREES 39 MINUTES 44 SECONDS EAST, 59.24 FEET;

THENCE NORTH 89 DEGREES 31 MINUTES 41 SECONDS EAST, 154.58 FEET, TO THE EXISTING RIGHT OF WAY LINE OF DAKOTA STREET DESCRIBED IN DOCUMENT NO. 87-200994, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE NORTH 44 DEGREES 55 MINUTES 27 SECONDS WEST, 11.78 FEET ALONG SAID RIGHT OF WAY LINE TO A LINE PARALLEL WITH AND 68.00 FEET MEASURED PERPENDICULAR SOUTHERLY TO THE MONUMENTED LINE OF CHANDLER BLVD.;

THENCE SOUTH 89 DEGREES 31 MINUTES 53 SECONDS WEST, 133.98 FEET, ALONG SAID PARALLEL LINE TO THE WEST LINE OF AN ABANDONED ALLEY, TOWNSITE OF CHANDLER, BOOK 5 OF MAPS, PAGE 34;

THENCE NORTH 00 DEGREES 40 MINUTES 51 SECONDS EAST 23.01 FEET ALONG SAID WEST LINE TO A LINE PARALLEL WITH AND 45.00 FEET MEASURED PERPENDICULAR SOUTHERLY TO THE MONUMENTED LINE OF CHANDLER BLVD.;

THENCE SOUTH 89 DEGREES 31 MINUTES 53 SECONDS WEST, 71.92 FEET, ALONG SAID PARALLEL LINE TO THE POINT OF BEGINNING.

PARCEL NO. 2B:

COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

THENCE NORTH 89 DEGREES 59 MINUTES 05 SECONDS EAST ALONG THE NORTHERLY LINE OF SAID SECTION 33, A DISTANCE OF 1338.52 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING NORTH 89 DEGREES 59 MINUTES 05 SECONDS EAST, A DISTANCE OF 153.94 FEET TO A POINT FROM WHICH THE NORTHEAST CORNER OF SAID SECTION 33 BEARS NORTH 89 DEGREES 59 MINUTES 05 SECONDS EAST, 1205.44 FEET DISTANCE THEREFROM;

THENCE SOUTH 01 DEGREES 03 MINUTES 52 SECONDS WEST, A DISTANCE OF 298.82 FEET;

THENCE SOUTH 89 DEGREES 59 MINUTES 05 SECONDS WEST, A DISTANCE OF 154.00 FEET;

THENCE NORTH 01 DEGREES 04 MINUTES 30 SECONDS EAST, A DISTANCE OF 298.83 FEET TO THE TRUE POINT OF BEGINNING;

EXCEPT THE NORTHERLY 45.00 FEET FOR ROADWAY PURPOSES; AND ALSO

EXCEPT THE SOUTHERLY 23.00 FEET OF THE NORTHERLY 68.00 FEET FOR ROADWAY PURPOSES; AND ALSO

EXCEPT THAT PORTION THEREOF DESCRIBED AS FOLLOWS:

THAT PORTION OF THE PARCELS DESCRIBED IN THE MARICOPA COUNTY RECORDER'S OFFICE DOCUMENTS NO. 87-200994 AND 91-358107, BEING A PART OF LOT K, OF AN ABANDONED ALLEY LOCATED BETWEEN LOT 661 AND LOT K, AND OF LOT 661, TOWNSITE OF CHANDLER, ACCORDING TO BOOK 5 OF MAPS, PAGE 34, AND LOCATED IN SECTION 33, TOWNSHIP 1 SOUTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A BRASS CAP FLUSH, MARKING THE MONUMENTED LINE OF CHANDLER BLVD. AT THE INTERSECTION OF CHANDLER BLVD. AND NEBRASKA STREET, FROM WHICH A CITY OF CHANDLER BRASS CAP, MARKING THE SAID MONUMENTED LINE AT THE INTERSECTION OF CHANDLER BLVD. AND DAKOTA STREET, BEARS NORTH 89 DEGREES 31 MINUTES 53 SECONDS EAST, 364.75 FEET;

THENCE SOUTH 66 DEGREES 50 MINUTES 48 SECONDS EAST APPROXIMATELY 112.30 FEET TO THE WEST LINE OF THE PROPERTY DESCRIBED IN DOCUMENT NO. 87-200994, RECORDS OF MARICOPA COUNTY, ARIZONA, A LINE PARALLEL WITH AND 45.00 FEET MEASURED PERPENDICULAR SOUTHERLY TO THE MONUMENTED LINE OF CHANDLER BLVD., AND THE POINT OF BEGINNING;

THENCE SOUTH 00 DEGREES 28 MINUTES 08 SECONDS EAST, 27.49 FEET ALONG SAID WEST LINE OF THE PROPERTY DESCRIBED IN DOCUMENT NO. 87-200994, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE SOUTH 86 DEGREES 39 MINUTES 44 SECONDS EAST, 59.24 FEET;

THENCE NORTH 89 DEGREES 31 MINUTES 41 SECONDS EAST, 154.58 FEET, TO THE EXISTING RIGHT OF WAY LINE OF DAKOTA STREET DESCRIBED IN DOCUMENT NO. 87-200994, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE NORTH 44 DEGREES 55 MINUTES 27 SECONDS WEST, 11.78 FEET ALONG SAID RIGHT OF WAY LINE TO A LINE PARALLEL WITH AND 68.00 FEET MEASURED PERPENDICULAR SOUTHERLY TO THE MONUMENTED LINE OF CHANDLER BLVD.;

THENCE SOUTH 89 DEGREES 31 MINUTES 53 SECONDS WEST, 133.98 FEET, ALONG SAID PARALLEL LINE TO THE WEST LINE OF AN ABANDONED ALLEY, TOWNSITE OF CHANDLER, BOOK 5 OF MAPS, PAGE 34;

THENCE NORTH 00 DEGREES 40 MINUTES 51 SECONDS EAST 23.01 FEET ALONG SAID WEST LINE TO A LINE PARALLEL WITH AND 45.00 FEET MEASURED PERPENDICULAR SOUTHERLY TO THE MONUMENTED LINE OF CHANDLER BLVD.;

THENCE SOUTH 89 DEGREES 31 MINUTES 53 SECONDS WEST, 71.92 FEET, ALONG SAID PARALLEL LINE TO THE POINT OF BEGINNING.

PARCEL NO. 3:

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

THENCE NORTH (ASSUMED BEARING) ALONG THE WEST LINE OF SAID SECTION 33, A DISTANCE OF 587.49 FEET TO A POINT FROM WHICH THE NORTHWEST CORNER OF SAID SECTION 33 BEARS NORTH 2057.65 FEET DISTANCE THEREFROM;

THENCE EAST, PARALLEL WITH THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 33, A DISTANCE OF 444.71 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 01 DEGREES 34 MINUTES 10 SECONDS EAST, A DISTANCE OF 667.90 FEET;

THENCE NORTH 12 DEGREES 13 MINUTES 53 SECONDS EAST, A DISTANCE OF 731.61 FEET;

THENCE NORTH 20 DEGREES 33 MINUTES 22 SECONDS WEST, A DISTANCE OF 256.32 FEET;

THENCE NORTH 30 DEGREES 57 MINUTES 50 SECONDS EAST, A DISTANCE OF 58.31 FEET;

THENCE SOUTH 75 DEGREES 57 MINUTES 50 SECONDS EAST, A DISTANCE OF 453 .54 FEET;

THENCE NORTH 78 DEGREES 22 MINUTES 55 SECONDS EAST, A DISTANCE OF 148.03 FEET;

THENCE SOUTH 89 DEGREES 59 MINUTES 30 SECONDS EAST, A DISTANCE OF 1190.00 FEET;

THENCE NORTH 00 DEGREES 00 MINUTES 30 SECONDS EAST, A DISTANCE OF 200.00 FEET;

THENCE NORTH 42 DEGREES 17 MINUTES 49 SECONDS EAST, A DISTANCE OF 270.39 FEET;

THENCE NORTH 00 DEGREES 00 MINUTES 30 SECONDS EAST, A DISTANCE OF 20.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF WILLIAMS FIELD ROAD;

THENCE SOUTH 89 DEGREES 59 MINUTES 30 SECONDS EAST ALONG THE SAID RIGHT OF WAY LINE OF WILLIAMS FIELD ROAD, PARALLEL WITH AND 45.00 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 33, A DISTANCE OF 170.09 FEET;

THENCE SOUTH 00 DEGREES 33 MINUTES 43 SECONDS WEST, PARALLEL WITH AND 14.00 FEET WEST OF THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 33, A DISTANCE OF 293.77 FEET;

THENCE SOUTH 76 DEGREES 10 MINUTES 48 SECONDS EAST, A DISTANCE OF 230.10 FEET;

THENCE NORTH 89 DEGREES 59 MINUTES 05 SECONDS EAST, PARALLEL WITH THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33, A DISTANCE OF 796.60 FEET;

THENCE NORTH 70 DEGREES 09 MINUTES 05 SECONDS EAST, A DISTANCE OF 280.00 FEET;

THENCE NORTH 89 DEGREES 59 MINUTES 05 SECONDS EAST, PARALLEL WITH AND 298.77 FEET SOUTH OF THE SAID NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 33, A DISTANCE OF 220.83 FEET TO A POINT ON THE EAST LINE OF LOT 666

OF CHANDLER, ACCORDING TO BOOK 5 OF MAPS, PAGE 34, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE SOUTH 01 DEGREES 03 MINUTES 52 SECONDS WEST ALONG THE WEST LINE OF DAKOTA STREET OF SAID CHANDLER, A DISTANCE OF 301.62 FEET TO THE NORTHEAST CORNER OF LOT 604 OF SAID CHANDLER;

THENCE SOUTH 89 DEGREES 51 MINUTES 04 SECONDS EAST ALONG THE SOUTH LINE OF BUFFALO STREET OF SAID CHANDLER, A DISTANCE OF 969.52 FEET TO THE NORTHEAST CORNER OF LOT 2 OF SAID CHANDLER;

THENCE SOUTH 01 DEGREES 03 MINUTES 40 SECONDS WEST, A DISTANCE OF 320.17 FEET TO THE SOUTHEAST CORNER OF LOT 13 OF SAID CHANDLER;

THENCE NORTH 89 DEGREES 50 MINUTES 45 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 13, A DISTANCE OF 120.00 FEET;

THENCE SOUTH 01 DEGREES 03 MINUTES 40 SECONDS WEST, A DISTANCE OF 50.00 FEET;

THENCE NORTH 89 DEGREES 50 MINUTES 45 SECONDS WEST, PARALLEL WITH AND 50.00 FEET SOUTH OF THE NORTH LINE OF COMMONWEALTH AVENUE OF SAID CHANDLER, A DISTANCE OF 1131.75 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF SAN MARCOS DRIVE OF SAN MARCOS FAIRWAYS, ACCORDING TO BOOK 20 OF MAPS, PAGE 33, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE SOUTH 45 DEGREES 54 MINUTES 01 SECONDS EAST ALONG THE SAID NORTH RIGHT OF WAY LINE OF SAN MARCOS DRIVE, A DISTANCE OF 3.26 FEET;

THENCE SOUTH 44 DEGREES 05 MINUTES 59 SECONDS WEST ALONG THE EAST RIGHT OF WAY LINE OF SAID SAN MARCOS DRIVE, A DISTANCE OF 59.92 FEET TO A POINT MARKING THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 157.92 FEET;

THENCE SOUTH ALONG THE SAID EAST RIGHT OF WAY LINE OF SAN MARCOS DRIVE, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 44 DEGREES 04 MINUTES 38 SECONDS, A DISTANCE OF 121.49 FEET TO THE POINT OF TANGENCY;

THENCE SOUTH 00 DEGREES 01 MINUTES 21 SECONDS WEST ALONG THE SAID EAST RIGHT OF WAY LINE OF SAN MARCOS DRIVE, A DISTANCE OF 45.00 FEET TO A POINT BEGINNING A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 320.23 FEET;

THENCE SOUTH ALONG THE SAID EAST RIGHT OF WAY LINE OF SAN MARCOS DRIVE, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 03 DEGREES 36 MINUTES 06 SECONDS, A DISTANCE OF 20.13 FEET TO A POINT FROM

WHICH THE SOUTHWEST CORNER OF LOT 570 OF SAID CHANDLER BEARS EAST 208.50 FEET DISTANT THEREFROM;

THENCE EAST, A DISTANCE OF 168.50 FEET TO A POINT THAT IS 40.00 FEET WEST OF THE EAST LINE OF BLOCK J OF SAID CHANDLER;

THENCE SOUTH 01 DEGREES 04 MINUTES 30 SECONDS WEST, A DISTANCE OF 197.50 FEET TO A POINT ON THE NORTH LINE OF QUARTY DRIVE OF SAN MARCOS FAIRWAYS REPLAT, ACCORDING TO BOOK 122 OF MAPS, PAGE 37, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE SOUTH 89 DEGREES 49 MINUTES 30 SECONDS EAST ALONG THE SAID NORTH LINE OF QUARTY DRIVE, A DISTANCE OF 40.00 FEET TO A POINT ON THE EAST LINE OF BLOCK J OF SAID CHANDLER;

THENCE SOUTH 01 DEGREES 04 MINUTES 30 SECONDS WEST ALONG SAID EAST LINE OF BLOCK J, A DISTANCE OF 32.64 FEET TO A POINT ON THE SOUTH LINE OF SAID QUARTY DRIVE;

THENCE SOUTH 58 DEGREES 14 MINUTES 50 SECONDS WEST ALONG SAID SOUTH LINE OF QUARTY DRIVE, A DISTANCE OF 91.30 FEET TO A POINT MARKING THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 218.16 FEET;

THENCE WEST ALONG THE SAID SOUTH LINE OF QUARTY DRIVE, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 13 DEGREES 56 MINUTES 21 SECONDS, A DISTANCE OF 53.08 FEET TO THE POINT OF TANGENCY;

THENCE SOUTH 72 DEGREES 11 MINUTES 11 SECONDS WEST ALONG THE SAID SOUTH LINE OF QUARTY DRIVE, A DISTANCE OF 155.82 FEET TO A POINT MARKING THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 188.16 FEET;

THENCE SOUTHWEST ALONG THE SAID SOUTH LINE OF QUARTY DRIVE, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 27 DEGREES 50 MINUTES 47 SECONDS, A DISTANCE OF 91.45 FEET;

THENCE NORTH 45 DEGREES 39 MINUTES 36 SECONDS WEST, 29.95 FEET TO A POINT OF INTERSECTION OF THE EAST RIGHT OF WAY OF SAID SAN MARCOS DRIVE AND THE NORTHWEST LINE OF QUARTY DRIVE, BEING A POINT ON A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 545.10 FEET AND FROM WHICH THE RADIUS POINT BEARS SOUTH 70 DEGREES 04 MINUTES 31 SECONDS EAST, 545.10 FEET;

THENCE NORTH ALONG THE SAID EAST LINE OF SAN MARCOS DRIVE, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 10 DEGREES 12 MINUTES 01 SECONDS, A DISTANCE OF 97.04 FEET TO THE POINT OF TANGENCY;

THENCE NORTH 59 DEGREES 52 MINUTES 30 SECONDS WEST, 30.00 FEET TO A POINT ON THE WEST LINE OF SAID SAN MARCOS DRIVE;

THENCE NORTH 30 DEGREES 07 MINUTES 30 SECONDS EAST ALONG THE WEST LINE OF SAID SAN MARCOS DRIVE, A DISTANCE OF 13.63 FEET;

THENCE WEST, PARALLEL WITH AND 60.00 FEET NORTH OF THE SOUTH LINE OF LOT 5 OF SAID SAN MARCOS FAIRWAYS, A DISTANCE OF 183.85 FEET TO THE POINT ON THE WEST LINE OF SAID LOT 5;

THENCE SOUTH 17 DEGREES 00 MINUTES 28 SECONDS WEST, A DISTANCE OF 603.51 FEET TO THE SOUTHWEST CORNER OF LOT 11 OF SAID SAN MARCOS FAIRWAYS;

THENCE CONTINUING SOUTH 17 DEGREES 00 MINUTES 28 SECONDS WEST, A DISTANCE OF 116.53 FEET TO A POINT FROM WHICH A NORTH CORNER OF THE SAID SAN MARCOS FAIRWAYS REPLAT BEARS SOUTH 37 DEGREES 45 MINUTES 36 SECONDS EAST, 8.94 FEET DISTANT THEREFROM;

THENCE NORTH 37 DEGREES 45 MINUTES 36 SECONDS WEST, A DISTANCE OF 5.11 FEET TO A POINT MARKING THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 70.90 FEET;

THENCE NORTHWEST ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 41 DEGREES 54 MINUTES 15 SECONDS, A DISTANCE OF 51.85 FEET;

THENCE NORTH 79 DEGREES 39 MINUTES 51 SECONDS WEST, A DISTANCE OF 122.42 FEET TO A POINT BEGINNING A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 176.91 FEET;

THENCE NORTHWEST ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 16 DEGREES 30 MINUTES 00 SECONDS, A DISTANCE OF 50.95 FEET;

THENCE NORTH 63 DEGREES 09 MINUTES 51 SECONDS WEST, A DISTANCE OF 110.00 FEET TO A POINT BEGINNING A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 383.81 FEET;

THENCE NORTHWEST ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 16 DEGREES 30 MINUTES 00 SECONDS, A DISTANCE OF 110.53 FEET;

THENCE NORTH 46 DEGREES 39 MINUTES 51 SECONDS WEST, A DISTANCE OF 8.58 FEET;

THENCE NORTH 00 DEGREES 25 MINUTES 05 SECONDS WEST, A DISTANCE OF 376.94 FEET;

THENCE NORTH 18 DEGREES 39 MINUTES 07 SECONDS EAST, A DISTANCE OF 579.50 FEET;

THENCE NORTH 02 DEGREES 10 MINUTES 02 SECONDS EAST, A DISTANCE OF 36.70 FEET;

THENCE NORTH 89 DEGREES 18 MINUTES 30 SECONDS WEST, A DISTANCE OF 350.93 FEET TO A POINT ON THE NORTH-SOUTH MID-SECTION LINE OF SAID SECTION 33 FROM WHICH THE NORTH QUARTER CORNER OF SAID SECTION 33 BEARS NORTH 00 DEGREES 33 MINUTES 43 SECONDS EAST, 983.81 FEET DISTANCE THEREFROM;

THENCE NORTH 89 DEGREES 18 MINUTES 30 SECONDS WEST, A DISTANCE OF 10.73 FEET;

THENCE SOUTH 79 DEGREES 26 MINUTES 22 SECONDS WEST, A DISTANCE OF 489.62 FEET;

THENCE SOUTH 03 DEGREES 10 MINUTES 07 SECONDS EAST, A DISTANCE OF 49.70 FEET;

THENCE SOUTH 34 DEGREES 10 MINUTES 10 SECONDS EAST, A DISTANCE OF 839.54 FEET;

THENCE SOUTH 46 DEGREES 39 MINUTES 51 SECONDS EAST, A DISTANCE OF 234.25 FEET TO A POINT BEGINNING A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 413.81 FEET;

THENCE SOUTHEAST ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 16 DEGREES 30 MINUTES 00 SECONDS, A DISTANCE OF 119.17 FEET;

THENCE SOUTH 63 DEGREES 09 MINUTES 51 SECONDS EAST, A DISTANCE OF 110.00 FEET TO A POINT BEGINNING A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 206.91 FEET;

THENCE SOUTHEAST ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 16 DEGREES 30 MINUTES 00 SECONDS, A DISTANCE OF 59.59 FEET;

THENCE SOUTH 79 DEGREES 39 MINUTES 51 SECONDS EAST, A DISTANCE OF 122.42 FEET TO A POINT BEGINNING A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 40.90 FEET;

THENCE SOUTHEAST ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 41 DEGREES 54 MINUTES 15 SECONDS, A DISTANCE OF 29.91 FEET;

THENCE SOUTH 37 DEGREES 45 MINUTES 36 SECOND EAST, A DISTANCE OF 9.15 FEET TO THE NORTHEAST CORNER OF LOT 12 OF SAID SAN MARCOS FAIRWAYS REPLAT;

THENCE SOUTH 61 DEGREES 33 MINUTES 24 SECONDS WEST, A DISTANCE OF 227.16 FEET TO THE NORTHEAST CORNER OF LOT 16 OF SAID SAN MARCOS FAIRWAYS REPLAT;

THENCE NORTH 81 DEGREES 39 MINUTES 36 SECONDS WEST, A DISTANCE OF 111.84 FEET TO THE NORTHWEST CORNER OF SAID LOT 16;

THENCE NORTH 71 DEGREES 37 MINUTES 35 SECONDS WEST, A DISTANCE OF 205.49 FEET TO A NORTH CORNER OF SAID SAN MARCOS FAIRWAYS REPLAT;

THENCE WEST, A DISTANCE OF 90.00 FEET TO A CORNER OF SAID SAN MARCOS FAIRWAYS REPLAT;

THENCE SOUTH 74 DEGREES 28 MINUTES 30 SECONDS WEST, A DISTANCE OF 186.79 FEET TO A CORNER OF THE SAN MARCOS FAIRWAYS REPLAT;

THENCE SOUTH 83 DEGREES 01 MINUTES 50 SECONDS WEST, A DISTANCE OF 468.31 FEET TO THE NORTHWEST CORNER OF LOT 30 OF SAID SAN MARCOS FAIRWAYS REPLAT;

THENCE SOUTH 44 DEGREES 50 MINUTES 50 SECONDS WEST, A DISTANCE OF 131.83 FEET TO THE SOUTHWEST CORNER OF SAID LOT 30 OF SAN MARCOS FAIRWAYS REPLAT, SAID POINT BEING ON A CURVE, FROM WHICH THE RADIUS POINT OF SAID CURVE BEARS NORTH 35 DEGREES 40 MINUTES 00 SECONDS EAST, 185.00 FEET DISTANT THEREFROM;

THENCE NORTHWEST ALONG THE NORTH RIGHT OF WAY OF CRESCENT DRIVE OF SAID SAN MARCOS FAIRWAYS, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 24 DEGREES 25 MINUTES 45 SECONDS, A DISTANCE OF 78.88 FEET TO THE POINT OF TANGENCY;

THENCE NORTH 29 DEGREES 54 MINUTES 15 SECONDS WEST ALONG THE SAID NORTH RIGHT OF WAY LINE OF CRESCENT DRIVE, A DISTANCE OF 210.23 FEET TO THE SOUTH CORNER OF LOT 31 OF SAID SAN MARCOS FAIRWAYS;

THENCE NORTH 30 DEGREES 00 MINUTES 47 SECONDS EAST, A DISTANCE OF 270.09 FEET TO THE SOUTHEAST CORNER OF SAID LOT 31;

THENCE NORTH 00 DEGREES 00 MINUTES 40 SECONDS EAST, A DISTANCE OF 570.21 FEET TO THE NORTHEAST CORNER OF LOT 34 OF SAID SAN MARCOS FAIRWAYS;

THENCE NORTH 75 DEGREES 33 MINUTES 31 SECONDS WEST ALONG THE NORTH LINE OF SAID LOT 34, A DISTANCE OF 184.62 FEET;

THENCE NORTH 06 DEGREES 01 MINUTES 00 SECONDS EAST, A DISTANCE OF 316.49 FEET;

THENCE NORTH 88 DEGREES 40 MINUTES 12 SECONDS WEST, A DISTANCE OF 295.27 FEET;

THENCE SOUTH 28 DEGREES 29 MINUTES 21 SECONDS EAST, A DISTANCE OF 336.10 FEET TO THE NORTHWEST CORNER OF LOT 35 OF SAID SAN MARCOS FAIRWAYS;

THENCE SOUTH 34 DEGREES 20 MINUTES 44 SECONDS WEST, A DISTANCE OF 570.00 FEET TO THE NORTHWEST CORNER OF LOT 38 OF SAID SAN MARCOS FAIRWAYS;

THENCE SOUTH 52 DEGREES 20 MINUTES 44 SECONDS WEST, A DISTANCE OF 150.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 38;

THENCE SOUTH 40 DEGREES 30 MINUTES 44 SECONDS WEST, A DISTANCE OF 270.00 FEET TO THE NORTHWEST CORNER OF LOT 41 OF SAID SAN MARCOS FAIRWAYS;

THENCE SOUTH 83 DEGREES 29 MINUTES 49 SECONDS WEST, A DISTANCE OF 145.30 FEET;

THENCE SOUTH 41 DEGREES 36 MINUTES 35 SECONDS EAST, A DISTANCE OF 100.01 FEET TO THE NORTHWEST CORNER OF LOT 42 OF SAID SAN MARCOS FAIRWAYS;

THENCE SOUTH 40 DEGREES 30 MINUTES 44 SECONDS WEST, A DISTANCE OF 222.78 FEET TO A POINT FROM WHICH THE SOUTHWEST CORNER OF LOT 43 OF SAID SAN MARCOS FAIRWAYS BEARS SOUTH 40 DEGREES 30 MINUTES 44 SECONDS WEST, A DISTANCE OF 87.00 FEET DISTANT THEREFROM;

THENCE NORTH 71 DEGREES 44 MINUTES 38 SECONDS WEST, A DISTANCE OF 225.24 FEET;

THENCE NORTH 33 DEGREES 18 MINUTES 41 SECONDS WEST, A DISTANCE OF 204.50 FEET TO THE POINT OF BEGINNING;

EXCEPT THE FOLLOWING DESCRIBED PARCELS A, B, C AND D:

PARCEL A:

COMMENCING AT THE WESTERLY MOST COMMON CORNER OF LOTS 42 AND 43 OF THE SUBDIVISION OF SAN MARCOS FAIRWAYS, AS RECORDED IN BOOK 20 OF MAPS, PAGE 33 THEREOF, MARICOPA COUNTY RECORDS, ARIZONA, A SUBDIVISION LOCATED IN THE NORTH HALF OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, SAID CORNER ALSO BEING THE TRUE POINT OF BEGINNING;

THENCE NORTH 32 DEGREES 55 MINUTES 50 SECONDS WEST ALONG THE COMMON LINE BETWEEN LOTS 42 AND 43 EXTENDED, A DISTANCE OF 92.50 FEET;

THENCE NORTH 33 DEGREES 42 MINUTES 50 SECONDS EAST, A DISTANCE OF 87.97 FEET;

THENCE SOUTH 41 DEGREES 36 MINUTES 35 SECONDS EAST ALONG THE COMMON LINE BETWEEN LOTS 42 AND 41 EXTENDED, A DISTANCE OF 100.00 FEET TO THE WESTERLY MOST COMMON CORNER OF LOTS 42 AND 41 OF SAID SAN MARCOS FAIRWAYS;

THENCE SOUTH 40 DEGREES 30 MINUTES 00 SECONDS WEST ALONG THE NORTHWESTERLY LINE OF SAID LOT 42, A DISTANCE OF 100.00 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL B:

THAT PART OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

REFERENCE IS HEREIN MADE TO SAN MARCOS FAIRWAYS, A SUBDIVISION RECORDED IN BOOK 20 OF MAPS, PAGE 33, MARICOPA COUNTY, ARIZONA, RECORDS;

BEGINNING AT THE NORTHERN MOST CORNER OF LOT 43 OF THE SAID SAN MARCOS FAIRWAYS, MEASURE THENCE SOUTH 40 DEGREES 30 MINUTES 00 SECONDS WEST ALONG THE NORTHWESTERLY LINE OF SAID LOT 43, A DISTANCE OF 122.78 FEET TO THE EASTERN MOST CORNER OF THAT CERTAIN PARCEL AS DESCRIBED WITHIN DOCUMENT NO. 87-200806, MARICOPA COUNTY, ARIZONA, RECORDS;

THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL, NORTH 71 DEGREES 44 MINUTES 38 SECONDS WEST, A DISTANCE OF 20.00 FEET;

THENCE NORTH 16 DEGREES 23 MINUTES 18 SECONDS EAST, A DISTANCE OF 171.71 FEET;

THENCE SOUTH 32 DEGREES 55 MINUTES 50 SECONDS EAST, A DISTANCE OF 92.50 FEET TO THE POINT OF BEGINNING.

PARCEL C:

BEING A PORTION OF THE SAN MARCOS GOLF COURSE, AS DESCRIBED IN EXHIBIT "A" RECORDED IN DOCUMENT NO. 86-485909, MARICOPA COUNTY RECORDS, AND SITUATED IN THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF LOT 35, SAN MARCOS FAIRWAYS, AS RECORDED IN BOOK 20 OF MAPS, PAGE 33, MARICOPA COUNTY RECORDS;

THENCE NORTH 75 DEGREES 34 MINUTES 15 SECONDS WEST (BASIS OF BEARING IS THE MOST NORTHERLY LINE OF SAID LOT 35 OF SAN MARCOS FAIRWAYS), 90.18 FEET;

THENCE NORTH 20 DEGREES 47 MINUTES 47 SECONDS WEST, 163.40 FEET;

THENCE NORTH 27 DEGREES 20 MINUTES 37 SECONDS WEST, 90.01 FEET;
THENCE NORTH 06 DEGREES 30 MINUTES 14 SECONDS WEST, 121.52 FEET;
THENCE SOUTH 86 DEGREES 42 MINUTES 21 SECONDS EAST, 229.17 FEET;
THENCE SOUTH 29 DEGREES 40 MINUTES 58 SECONDS EAST, 21.08 FEET;
THENCE SOUTH 22 DEGREES 19 MINUTES 17 SECONDS EAST, 17.41 FEET;
THENCE SOUTH 45 DEGREES 23 MINUTES 21 SECONDS EAST, 10.74 FEET;
THENCE SOUTH 69 DEGREES 03 MINUTES 43 SECONDS EAST, 14.04 FEET;
THENCE SOUTH 87 DEGREES 11 MINUTES 02 SECOND EAST, 10.31 FEET;
THENCE NORTH 75 DEGREES 53 MINUTES 19 SECONDS EAST, 8.75 FEET;
THENCE NORTH 53 DEGREES 43 MINUTES 20 SECONDS EAST, 13.75 FEET;
THENCE NORTH 70 DEGREES 49 MINUTES 30 SECONDS EAST, 3.40 FEET;
THENCE SOUTH 73 DEGREES 08 MINUTES 51 SECONDS EAST, 4.25 FEET;
THENCE SOUTH 45 DEGREES 04 MINUTES 30 SECONDS EAST, 12.75 FEET;
THENCE SOUTH 63 DEGREES 16 MINUTES 54 SECONDS EAST, 11.67 FEET;
THENCE SOUTH 88 DEGREES 04 MINUTES 44 SECONDS EAST, 7.76 FEET;
THENCE NORTH 60 DEGREES 38 MINUTES 01 SECONDS EAST, 16.62 FEET;
THENCE NORTH 68 DEGREES 11 MINUTES 33 SECONDS EAST, 12.81 FEET;
THENCE SOUTH 09 DEGREES 39 MINUTES 06 SECONDS WEST, 85.97 FEET;
THENCE SOUTH 01 DEGREES 06 MINUTES 46 SECONDS WEST, 274.40 FEET TO A
POINT ON THE MOST NORTHERLY LINE OF LOT 34 OF SAID SAN MARCOS
FAIRWAYS;
THENCE NORTH 75 DEGREES 26 MINUTES 02 SECONDS WEST ALONG SAID LINE
AND ALONG THE BOUNDARY OF AFOREMENTIONED SAN MARCOS GOLF COURSE,
36.55 FEET;
THENCE THE FOLLOWING COURSES AND DISTANCES ALONG SAID BOUNDARY OF
THE SAN MARCOS GOLF COURSE;
NORTH 06 DEGREES 00 MINUTES 44 SECONDS EAST, 316.52 FEET;

THENCE NORTH 88 DEGREES 39 MINUTES 24 SECONDS WEST, 295.23 FEET;

THENCE SOUTH 28 DEGREES 27 MINUTES 44 SECONDS EAST, 336.26 FEET TO THE POINT OF BEGINNING.

PARCEL D:

A PORTION OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH QUARTER CORNER OF SAID SECTION 33;

THENCE NORTH 89 DEGREES 59 MINUTES 30 SECONDS WEST, A DISTANCE OF 14.00 FEET;

THENCE SOUTH 00 DEGREES 33 MINUTES 43 SECONDS WEST, A DISTANCE OF 45.00 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 00 DEGREES 33 MINUTES 43 SECONDS WEST, A DISTANCE OF 293.77 FEET;

THENCE NORTH 76 DEGREES 18 MINUTES 07 SECONDS WEST, A DISTANCE OF 62.93 FEET;

THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 160.02 FEET;

THENCE SOUTH 60 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 90.10 FEET;

THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 50.00 FEET;

THENCE NORTH 00 DEGREES 00 MINUTES 30 SECONDS EAST A DISTANCE OF 103.93 FEET;

THENCE NORTH 42 DEGREES 17 MINUTES 49 SECONDS EAST A DISTANCE OF 270.39 FEET;

THENCE NORTH 00 DEGREES 00 MINUTES 30 SECONDS EAST A DISTANCE OF 20.00 FEET;

THENCE SOUTH 89 DEGREES 59 MINUTES 30 SECONDS EAST A DISTANCE OF 170.09 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL NO 4:

A PORTION OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH QUARTER CORNER OF SAID SECTION 33;

THENCE NORTH 89 DEGREES 59 MINUTES 30 SECONDS WEST, A DISTANCE OF 14.00 FEET;

THENCE SOUTH 00 DEGREES 33 MINUTES 43 SECONDS WEST, A DISTANCE OF 45.00 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 00 DEGREES 33 MINUTES 43 SECONDS WEST, A DISTANCE OF 293.77 FEET;

THENCE NORTH 76 DEGREES 18 MINUTES 07 SECONDS WEST, A DISTANCE OF 62.93 FEET;

THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 160.02 FEET;

THENCE SOUTH 60 DEGREES, 00 MINUTES, 00 SECONDS WEST, A DISTANCE OF 90.10 FEET;

THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 50.00 FEET;

THENCE NORTH 00 DEGREES 00 MINUTES 30 SECONDS EAST, A DISTANCE OF 103.93 FEET;

THENCE NORTH 42 DEGREES 17 MINUTES 49 SECONDS EAST, A DISTANCE OF 270.39 FEET;

THENCE NORTH 00 DEGREES 00 MINUTES 30 SECONDS EAST, A DISTANCE OF 20.00 FEET;

THENCE SOUTH 89 DEGREES 59 MINUTES 30 SECONDS EAST, A DISTANCE OF 170.09 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM:

LEGAL DESCRIPTION -CASITA NET BOUNDARY

THAT PORTION OF PARCEL NO. 3, AS RECORDED IN SPECIAL WARRANTY DEED IN DOCUMENT NO. 20130086332, OF OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA, BEING LOCATED IN THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND

MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF A RE-PLAT OF SAN MARCOS FAIRWAYS AS RECORDED IN BOOK 122 OF MAPS, PAGE 37, OF OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA, SAID POINT BEING 40.00 FEET WEST OF THE EAST LINE OF BLOCK J OF THE FINAL PLAT FOR THE TOWNSITE OF CHANDLER AS RECORDED IN BOOK 5 OF MAPS, PAGE 34, OF OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE NORTH $89^{\circ} 19' 16''$ WEST, ALONG THE NORTH LINE OF SAID RE-PLAT OF SAN MARCOS FAIRWAYS, FOR A DISTANCE OF 8.67 FEET, TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 198.19 FEET AND A CHORD BEARING OF SOUTH $73^{\circ} 40' 07''$ WEST, FOR A DISTANCE OF 112.65 FEET;

THENCE SOUTHWESTERLY, CONTINUING ALONG SAID NORTH LINE AND ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF $33^{\circ} 01' 13''$, AN ARC LENGTH OF 114.22 FEET;

THENCE SOUTH $57^{\circ} 09' 31''$ WEST, CONTINUING ALONG SAID NORTH LINE, FOR A DISTANCE OF 212.14 FEET, TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 218.16 FEET;

THENCE SOUTHWESTERLY ALONG SAID TANGENT CURVE, THROUGH A CENTRAL ANGLE OF $12^{\circ} 50' 08''$, FOR AN ARC LENGTH OF 48.87 FEET, TO A POINT OF CUSP, HAVING A RADIUS OF 545.10 AND A CHORD BEARING OF NORTH $25^{\circ} 01' 29''$ EAST, FOR A CHORD LENGTH OF 96.92 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF $10^{\circ} 11' 54''$, FOR AN ARC LENGTH OF 97.03 FEET, TO A NON-TANGENT POINT;

THENCE NORTH $59^{\circ} 52' 30''$ WEST, FOR A DISTANCE OF 30.00 FEET, TO A POINT ON THE EAST LINE OF LOT 5 OF SAN MARCOS FAIRWAYS AS RECORDED IN BOOK 20 OF MAPS, PAGE 33, OF OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE NORTH $30^{\circ} 07' 30''$ EAST, ALONG SAID EAST LINE, FOR A DISTANCE OF 13.63 FEET, TO THE NORTHEAST CORNER OF A PARCEL AS DEFINED IN QUIT CLAIM DEED NO. 19950083987 OF OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA, SAID POINT ALSO BEING 60.00 FEET NORTH OF THE SOUTH LINE OF LOT 5 OF SAN MARCOS FAIRWAYS AS RECORDED IN BOOK 20 OF MAPS, PAGE 33, OF OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE NORTH $90^{\circ} 00' 00''$ WEST, PARALLEL WITH AND 60.00 FEET NORTH OF THE SOUTH LINE OF LOT 5 OF SAID SAN MARCOS FAIRWAYS, FOR A DISTANCE OF 183.85 FEET, TO A POINT ON THE WEST LINE OF SAID LOT 5;

THENCE NORTH $17^{\circ} 00' 28''$ EAST, ALONG THE PROLONGATION OF THE WEST LINE OF LOTS 1 THROUGH 5 OF SAID SAN MARCOS FAIRWAYS, FOR A DISTANCE OF 488.66

FEET, TO A POINT THAT IS PARALLEL WITH AND 2.00 FEET SOUTH OF WHAT IS COMMONLY KNOWN AS THE COMMONWEALTH DITCH;

THENCE SOUTH 89 08'01" EAST, ALONG SAID PARALLEL LINE, FOR A DISTANCE OF 259.89 FEET, TO A POINT ON THE EAST LINE OF SAID PARCEL NO. 3, AS RECORDED IN SPECIAL WARRANTY DEED IN DOCUMENT NO. 20130086332, OF OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA, SAID LINE BEING ON THE EAST RIGHT-OF-WAY LINE OF SAN MARCOS DRIVE AS RECORDED IN SAN MARCOS FAIRWAYS IN BOOK 20 OF MAPS, PAGE 33, OF OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA AND ALSO RECORDED IN QUIT CLAIM DEED AS RECORDED IN DOCUMENT NO. 19970324490, OF OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE SOUTH 44 05'59" WEST, ALONG SAID EAST RIGHT-OF-WAY, FOR A DISTANCE OF 39.32 FEET, TO A POINT ON A TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 157.92 FEET;

THENCE SOUTHWESTERLY, ALONG SAID CURVE TO THE LEFT, AND CONTINUING ALONG SAID RIGHT-OF-WAY, THROUGH A CENTRAL ANGLE OF 44 04'38", AN ARC LENGTH OF 121.49 FEET;

THENCE SOUTH 00 01 '21" WEST, CONTINUING ALONG SAID EAST RIGHT-OF- WAY, FOR A DISTANCE OF 45.00 FEET, TO A POINT ON A TANGENT CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 320.23 FEET;

THENCE SOUTHWESTERLY, ALONG SAID CURVE TO THE RIGHT, AND ALONG SAID RIGHT-OF-WAY, THROUGH A CENTRAL ANGLE OF 3 36'06", AN ARC LENGTH OF 20.13 FEET, TO THE SOUTHEAST CORNER OF A PARCEL AS DEFINED IN WARRANTY DEED NO. 20150170212, OF OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE SOUTH 90 00'00" EAST, ALONG THE PROLONGATION OF THE SOUTH LINE OF SAID PARCEL AS DEFINED IN WARRANTY DEED NO. 20150170212, FOR A DISTANCE OF 168.12 FEET, TO A POINT THAT IS 40.00 FEET WEST OF THE EAST LINE OF BLOCK J OF SAID FINAL PLAT FOR THE TOWNSITE OF CHANDLER, SAID POINT BEING ON THE WEST RIGHT-OF-WAY LINE OF SOUTH ESSEX STREET;

THENCE SOUTH 01 03'31" WEST, ALONG SAID WEST RIGHT-OF-WAY, FOR A DISTANCE OF 197.36 FEET TO THE POINT OF BEGINNING.

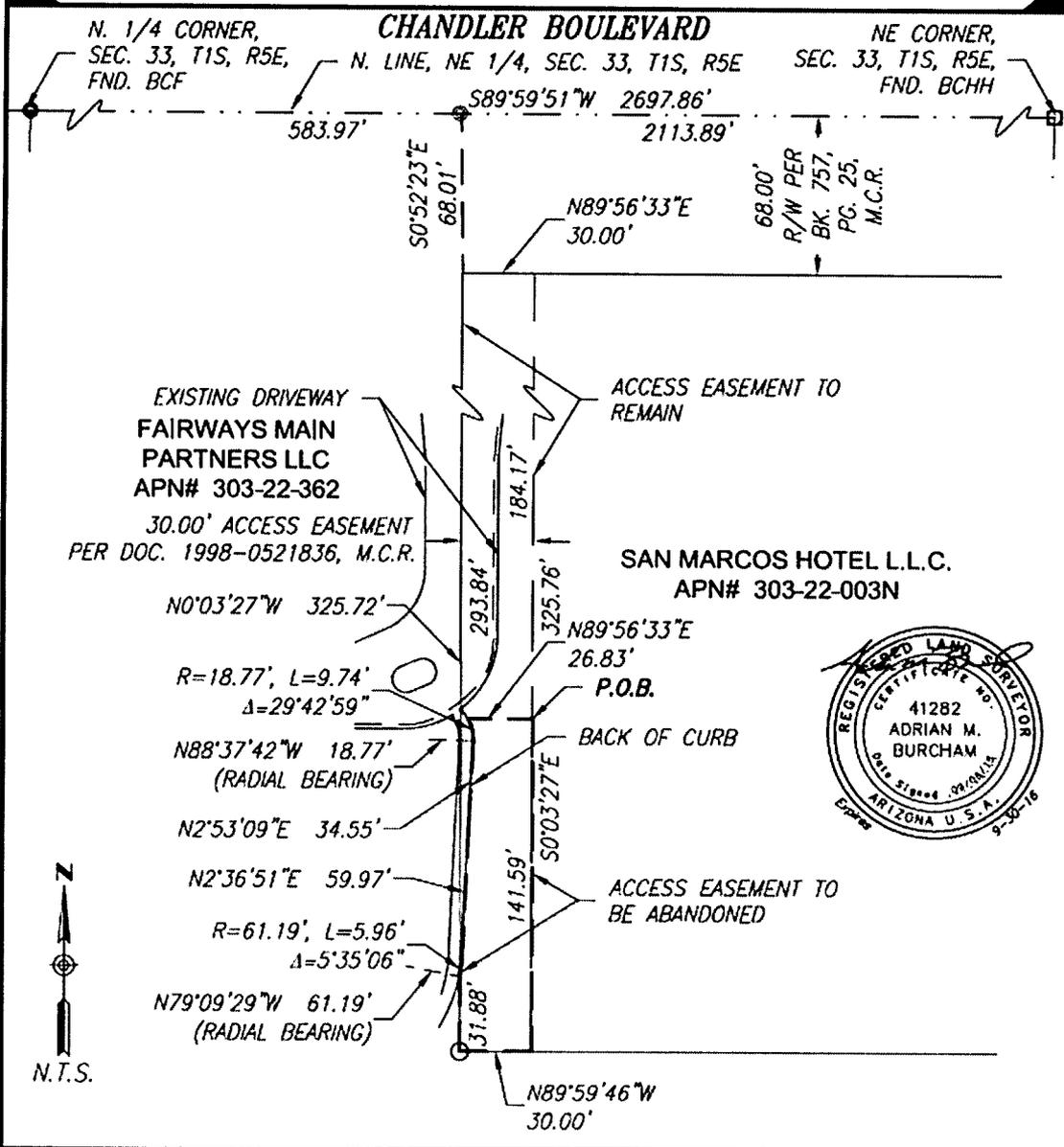
EXHIBIT "C"



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<p>SAN MARCOS ACCESS EASEMENT TO BE ABANDONED EXHIBIT "A" City of Chandler, Maricopa County, Arizona</p>	Project No. 15145	Date 09/08/15	Sht 1 of 1
	Project Manager ADRIAN BURCHAM	Project Eng.	