



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

#9  
FEB 25 2016

**MEMORANDUM**

**Transportation & Development – Memo No. RE16-076**

**DATE:** FEBRUARY 25, 2016

**TO:** MAYOR AND COUNCIL

**THRU:** MARSHA REED, ACTING CITY MANAGER *MR*  
NACHIE MARQUEZ, ASSISTANT CITY MANAGER *NM*  
R.J. ZEDER, TRANSPORTATION & DEVELOPMENT DIRECTOR *RJZ*  
DANIEL W. COOK, CITY ENGINEER *DW*

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

**SUBJECT:** RESOLUTION NO. 4936 AUTHORIZING THE EXTINGUISHMENT OF A DRAINAGE EASEMENT NO LONGER NEEDED FOR PUBLIC USE THAT IS LOCATED JUST NORTH OF THE NORTHEAST CORNER OF DOBSON ROAD AND ELLIOT ROAD AND AUTHORIZING THE MAYOR TO EXECUTE AND DELIVER ALL DOCUMENTS NECESSARY TO EFFECT THE EXTINGUISHMENT OF THE DRAINAGE EASEMENT

**RECOMMENDATION:** Staff recommends City Council pass and adopt Resolution No. 4936 authorizing the extinguishment of a drainage easement no longer needed for public use that is located just north of the northeast corner of Dobson Road and Elliot Road and authorizing the Mayor to execute and deliver all documents necessary to effect the extinguishment of the drainage easement.

**BACKGROUND/DISCUSSION:** In 2003, the City acquired a drainage easement (the "Easement") as part of the Dobson Road and Elliot Road Intersection Improvement Project at the northeast corner of Dobson Road and Elliot Road. The owner of this parcel, Circle K Stores, Inc., is in process of developing their site that is located just north of the northeast corner of Dobson Road and Elliot Road and has incorporated the required retention provided by this Easement into their development. As a result, the Easement is no longer required and can be extinguished. Circle K Stores, Inc., has requested that the City extinguish this Easement in order to clear up their title. Staff reviewed the request and concurs that the Easement can be extinguished.

Memo No. RE16-076  
February 25, 2016  
Page 2

FINANCIAL IMPLICATIONS:

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

PROPOSED MOTION: Move City Council pass and adopt Resolution No. 4936 authorizing the extinguishment of a drainage easement no longer needed for public use that is located just north of the northeast corner of Dobson Road and Elliot Road and authorizing the Mayor to execute and deliver all documents necessary to effect the extinguishment of the drainage easement.

Attachments: Location Map  
Resolution No. 4936  
Release of Easement



**AUTHORIZING THE EXTINGUISHMENT OF A DRAINAGE EASEMENT NO LONGER NEEDED FOR PUBLIC USE THAT IS LOCATED JUST NORTH OF THE NEC OF DOBSON RD AND ELLIOT RD**



**MEMO NO. RE16-076**

**RESOLUTION NO. 4936**

**DRAINAGE EASEMENT**



RESOLUTION NO. 4936

RESOLUTION OF THE COUNCIL OF THE CITY OF CHANDLER, ARIZONA, AUTHORIZING AND APPROVING THE EXTINGUISHMENT OF A DRAINAGE EASEMENT NO LONGER NEEDED FOR PUBLIC USE THAT IS LOCATED JUST NORTH OF THE NORTHEAST CORNER OF DOBSON ROAD AND ELLIOT ROAD

WHEREAS, as part of the Dobson Road and Elliot Road Intersection Improvements, the City acquired a drainage easement (the "Easement") together with other easement interests and fee interest by Final Order in Condemnation recorded in number 2003-1427706 (the "Final Order in Condemnation"), records of Maricopa County, Arizona, and attached hereto as Exhibit "A"; and

WHEREAS, the owner, who is developing the Circle K site located just north of the northeast corner of Dobson Road and Elliot Road (the "Development"), is requesting the extinguishment of the Easement described in Exhibit "C" of the Final Order in Condemnation; and

WHEREAS, due to the final built condition of the Development, the Easement acquired by the City is no longer required and can be extinguished.

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

Section 1. That the City of Chandler is authorized to extinguish the Easement described in Exhibit "C" of the Final Order in Condemnation attached hereto as Exhibit "A".

Section 2. That the document used to extinguish the Easement shall be in the form as approved by the City Attorney (Exhibit "B") attached hereto and made a part hereof.

Section 3. That the Mayor of the City of Chandler is authorized to execute and deliver all documents necessary to effect the extinguishment of the Easement.

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

ATTEST:

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

\_\_\_\_\_  
MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 4936 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2016, and that a quorum was present thereat.

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

APPROVED AS TO FORM:

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



**EXHIBIT "A"**  
**(Final Order in Condemnation)**

**RETURN TO  
E-Z MESSENGER**

20031427706

**CERTIFIED COPY**

1 GLENN A. BROCKMAN, SBN 004821  
2 Assistant City Attorney  
3 City of Chandler  
4 P.O. Box 4008, MS 602  
5 Chandler, Arizona 85244-4008  
6 (480) 782-4643

**FILED**  
*October 8, 2003 3:35PM*  
MICHAEL K. JEANES, Clerk  
By *M. Smith*  
Deputy

20031427706

Attorneys for Plaintiff

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

9 CITY OF CHANDLER, an Arizona municipal )  
10 corporation, )

Cause No.: CV2002-004247

11 Plaintiff, )

**FINAL ORDER IN CONDEMNATION**

12 vs. )

(Assigned to the Honorable Michael A. Yarnell)

13 G.B. INVESTMENT COMPANY, an Arizona )  
14 corporation; HORACE STEELE; )  
15 MARICOPA COUNTY TREASURER, Unofficial Document )  
16 JOHN DOES I-X; JANE DOES I-X; ABC )  
17 COMPANIES I-X; UNKNOWN OWNERS; )  
18 UNKNOWN HEIRS, SUCCESSORS AND )  
19 DEVEISEES OF ANY OF THE ABOVE- )  
20 NAMED DEFENDANTS, IF DECEASED, )

Defendants.

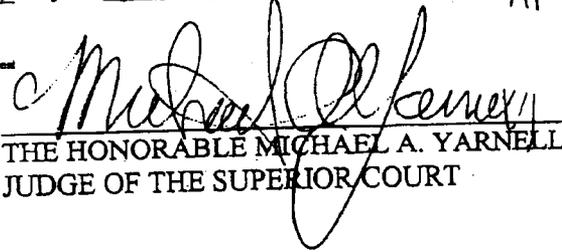
21 In this cause, Judgment in Condemnation was signed by the Court on August 5, 2003,  
22 and filed (entered) with the Clerk of the Court on August 8, 2003; and it has been shown to the  
23 Court that Plaintiff's obligation under the Judgment in Condemnation has been fully satisfied;

24 NOW, THEREFORE, IT IS ORDERED, that Plaintiff, CITY OF CHANDLER, have,  
25 and it is hereby granted, a final order and decree in condemnation in connection with the  
26 Judgment in Condemnation entered in this matter on August 8, 2003, and that title to and right to  
27 possession of the real property described in attached Exhibit "A", together with improvements  
28 thereon, if any; temporary construction easement over and across that real property described in

1 attached Exhibit "B", with use limited by the terms stated in attached Exhibit "F"; an overhead  
 2 transmission (aerial) easement over and across that real property described in attached Exhibit  
 3 "C", with use limited by the terms stated in attached Exhibit "G"; and a drainage easement in  
 4 and upon the real property described in attached Exhibit "D", with use limited by terms stated in  
 5 attached Exhibit "H"; and all right, title and interest therein belonging to any defendant in this  
 6 action, be and the same is hereby condemned for the public purpose of constructing, maintaining  
 7 and operating a roadway for public use within the City of Chandler, Arizona, and upon recording  
 8 a copy of this Final Order of Condemnation with the County Recorder of Maricopa County, title  
 9 in fee simple to the property described in attached Exhibit "A", together with the improvements  
 10 thereon, if any, together with easement interests described herein in the property described in  
 11 attached Exhibits "B", "C", and "D", all as depicted in attached Exhibit "E", shall vest in  
 12 Plaintiff, CITY OF CHANDLER, an Arizona municipal corporation.

13 DONE IN OPEN COURT this 8<sup>th</sup> day of October, 2003.

14 Unofficial Document

15   
 16 THE HONORABLE MICHAEL A. YARNELL  
 17 JUDGE OF THE SUPERIOR COURT

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**EXHIBIT A****RIGHT OF WAY ACQUISITION**

A parcel of land lying within the Southwest Quarter of Section 8, Township 1 South, Range 5 East, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the southwest corner of said Section 8 from which the south quarter corner of said Section 8 bears N 89°07'58" E a distance of 2647.46 feet;

Thence N 02°53'54" E a distance of 851.84 feet to a point on the north line of that parcel described in Docket 14725, Page 914, Maricopa County Records, said point being 50.00 feet east of the northwest corner of said parcel and the POINT OF BEGINNING;

Thence N 89°07'58" E along the north line of said parcel a distance of 10.00 feet;

Thence S 00°27'55" E a distance of 430.03 feet;

Thence N 89°32'05" E a distance of 15.00 feet; Unofficial Document

Thence S 00°27'55" E a distance of 174.88 feet;

Thence S 89°07'58" W a distance of 25.00 feet to a point lying 50.00 feet east of the west line of said parcel;

Thence N 00°27'55" W along a line 50.00 feet east of and parallel with the west line of said parcel a distance of 605.02 feet to the POINT OF BEGINNING;

Said Description contains 8,674 square feet, more or less.

**AND**

A parcel of land lying within the Southwest Quarter of Section 8, Township 1 South, Range 5 East, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the southwest corner of said Section 8 from which the south quarter of said Section 8 bears N 89°07'58" E a distance of 2647.46 feet;

Thence N 84°22'19" E a distance of 602.44 feet to a point on the east line of that parcel described in Docket 14725, Page 914, Maricopa County Records, said point being 50.00 feet north of the southeast corner of said parcel, and the POINT OF BEGINNING;

PROJECT: ST0046-201 SECTION: ELLIOT RD-DOBSON RD PARCEL: 302-78-001R9  
ELLIOT ROAD AND DOBSON ROAD INTERSECTION VMS 6/21/2001

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### RIGHT OF WAY ACQUISITION

Thence S 89°07'58" W along a line 50.00 feet north of and parallel with the south line of said parcel a distance of 369.65 feet;

Thence N 00°27'55" W a distance of 25.00 feet;

Thence N 89°07'58" E a distance of 183.79 feet;

Thence S 00°52'02" E a distance of 15.00 feet;

Thence N 89°07'58" E a distance of 185.76 feet to the east line of said parcel;

Thence S 00°27'55" E along said east line a distance of 10.00 feet to the POINT OF BEGINNING;

Said Description contains 6,454 square feet, more or less.

Unofficial Document



PROJECT: ST0046-201 SECTION: ELLIOT RD-DOBSON RD PARCEL: 302-78-001R9  
ELLIOT ROAD AND DOBSON ROAD INTERSECTION VMS 6/21/2001

**EXHIBIT B****TEMPORARY CONSTRUCTION EASEMENT**

A parcel of land lying within the Southwest Quarter of Section 8, Township 1 South, Range 5 East, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the southwest corner of said Section 8 from which the south quarter corner of said Section 8 bears N 89°07'58" E a distance of 2647.46 feet;

Thence N 03°34'13" E a distance of 852.56 feet to a point on the north line of that parcel described in Docket 14725, Page 914, Maricopa County Records, said point being 60.00 feet east of the northwest corner of said parcel and the POINT OF BEGINNING;

Thence N 89°07'58" E along the north line of said parcel a distance of 10.00 feet;

Thence S 00°27'55" E a distance of 328.48 feet;

Thence S 89°32'05" W a distance of 10.00 feet;

Thence N 00°27'55" W a distance of 328.41 feet to the POINT OF BEGINNING.

Said Description contains 3,284 square feet, <sup>Unofficial Document</sup> more or less.

**AND**

Commencing at the southwest corner of said Section 8 from which the south quarter corner of said Section 8 bears N 89°07'58" E a distance of 2647.46 feet;

Thence N 16°31'15" E a distance of 256.73 feet to a point 75.00 feet east and 245.00 feet north of the southwest corner of that parcel described in Docket 14725, Page 914, Maricopa County Records, and the POINT OF BEGINNING;

Thence N 00°27'55" W a distance of 160.36 feet;

Thence N 89°07'58" E a distance of 10.00 feet;

Thence S 00°27'55" E a distance of 160.29 feet;

Thence S 89°32'05" W a distance of 10.00 feet to the POINT OF BEGINNING.

Said Description contains 1,603 square feet, more or less.

PROJECT: ST0046-201 SECTION: ELLIOT RD-DOBSON RD PARCEL: 302-78-1R9rev  
ELLIOT ROAD AND DOBSON ROAD INTERSECTION VMS 2/25/2002

AND

Commencing at the southwest corner of said Section 8 from which the south quarter of said Section 8 bears N 89°07'58" E a distance of 2647.46 feet;

Thence N 83°25'34" E a distance of 603.43 feet to a point on the east line of that parcel described in Docket 14725, Page 914, Maricopa County Records, said point being 60.00 feet north of the southeast corner of said parcel;

Thence S 89°07'58" W a distance of 133.03 feet to the POINT OF BEGINNING;

Thence continue S 89°07'58" W a distance of 52.73 feet;

Thence N 00°52'02" W a distance of 15.00 feet;

Thence S 89°07'58" W a distance of 183.79 feet;

Thence N 00°27'55" W a distance of 10.00 feet;

Thence N 89°07'58" E a distance of 193.72 feet;

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Thence S 00°52'02" E a distance of 15.00 feet;

Thence N 89°07'58" E a distance of 42.73 feet;

Thence S 00°52'02" E a distance of 10.00 feet to the POINT OF BEGINNING.

Said Description contains 2,515 square feet, more or less.



**EXHIBIT C****DRAINAGE EASEMENT**

A parcel of land lying within the Southwest Quarter of Section 8, Township 1 South, Range 5 East, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the southwest corner of said Section 8 from which the south quarter corner of said Section 8 bears N 89°07'58" E a distance of 2647.46 feet;

Thence N 10°00'14" E a distance of 412.75 feet to a point within that parcel described in Docket 14725, Page 914, Maricopa County Records, said point being 75.00 feet east and 405.88 feet north of the southwest corner of said parcel and the POINT OF BEGINNING;

Thence N 00°27'55" W along a line 75.00 feet east of and parallel with the west line of said parcel a distance of 14.52 feet;

Thence S 89°32'05" W a distance of 15.00 feet;

Thence N 00°27'55" W along a line 60.00 feet east of and parallel with said west line a distance of 101.63 feet;

Unofficial Document

Thence N 89°07'58" E a distance of 91.96 feet;

Thence S 00°27'55" E along a line 151.96 feet east of and parallel with said west line a distance of 116.15 feet;

Thence S 89°32'05" W a distance of 76.96 feet to the POINT OF BEGINNING.

Said Description contains 10,464 square feet, more or less.

**AND**

Commencing at the southwest corner of said Section 8 from which the south quarter of said Section 8 bears N 89°07'58" E a distance of 2647.46 feet;

Thence N 83°25'34" E a distance of 603.43 feet to a point on the east line of that parcel described in Docket 14725, Page 914, Maricopa County Records, said point being 60.00 feet north of the southeast corner of said parcel, and the POINT OF BEGINNING;

Thence S 89°07'58" W along a line 60.00 feet north of and parallel with the south line of said parcel a distance of 133.03 feet;

PROJECT: ST0046-201 SECTION: ELLIOT RD-DOBSON RD PARCEL: 302-78-1R9de  
ELLIOT ROAD AND DOBSON ROAD INTERSECTION VMS 2/25/2002

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Thence N 00°52'02" W a distance of 78.88 feet;

Thence N 89°07'58" E along a line 138.88 feet north of and parallel with said south line a distance of 133.58 feet to the east line of said parcel;

Thence S 00°52'02" E along said east line a distance of 78.88 feet to the POINT OF BEGINNING.

Said Description contains 10,515 square feet, more or less.



Unofficial Document

**EXHIBIT D****OVERHEAD TRANSMISSION EASEMENT**

A parcel of land lying within the Southwest Quarter of Section 8, Township 1 South, Range 5 East, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the southwest corner of said Section 8 from which the south quarter corner of said Section 8 bears N 89°07'58" E a distance of 2647.46 feet;

Thence N 03°34'13" E a distance of 852.56 feet to a point on the north line of that parcel described in Docket 14725, Page 914, Maricopa County Records, said point being 60.00 feet east of the northwest corner of said parcel and the POINT OF BEGINNING;

Thence N 89°07'58" E along the north line of said parcel a distance of 7.00 feet;

Thence S 03°29'53" E a distance of 132.23 feet;

Thence S 00°27'55" E a distance of 298.04 feet;

Thence S 89°32'05" W a distance of 14.00 feet; Unofficial Document

Thence N 00°27'55" W a distance of 430.03 feet to the POINT OF BEGINNING.

Said Description contains 5,559 square feet, more or less.

**AND**

Commencing at the southwest corner of said Section 8 from which the south quarter corner of said Section 8 bears N 89°07'58" E a distance of 2647.46 feet;

Thence N 16°44'38" E a distance of 257.04 feet to the POINT OF BEGINNING;

Thence N 00°27'55" W a distance of 87.30 feet;

Thence S 01°09'13" E a distance of 87.30 feet;

Thence S 89°07'58" W a distance of 1.05 feet to the POINT OF BEGINNING.

Said Description contains 46 square feet, more or less.

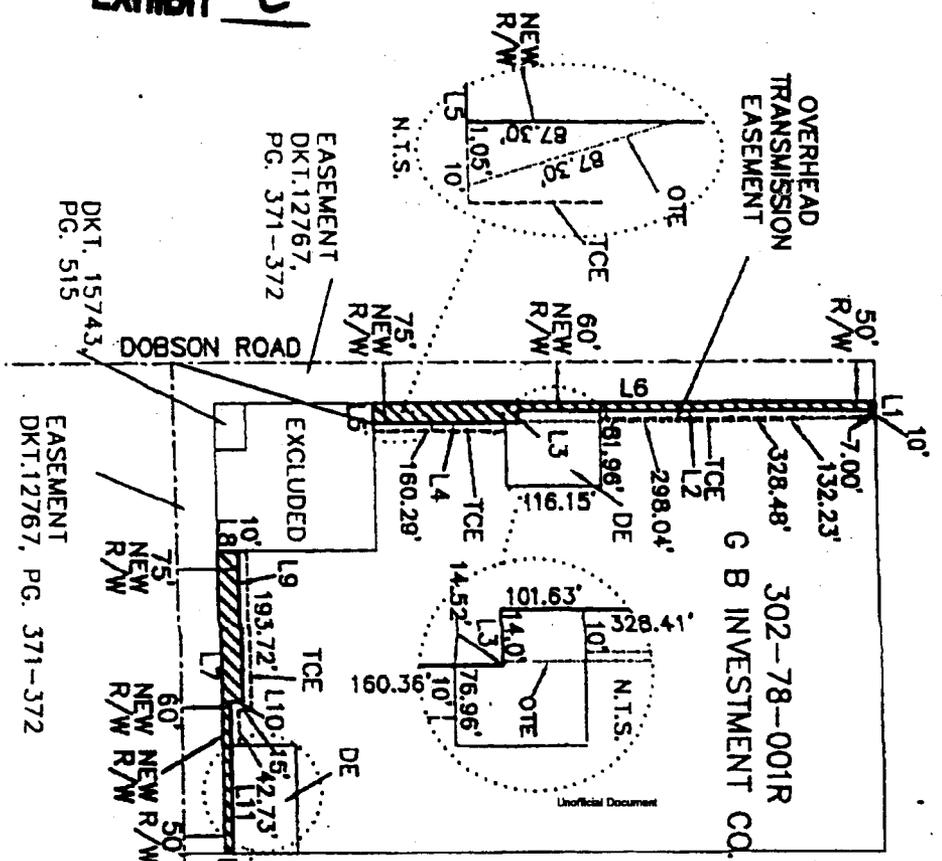


PROJECT: ST0046-201 SECTION: ELLIOT RD-DOBSON RD PARCEL: 302-78-R90TREV  
ELLIOT ROAD AND DOBSON ROAD INTERSECTION VMS 3/19/2002

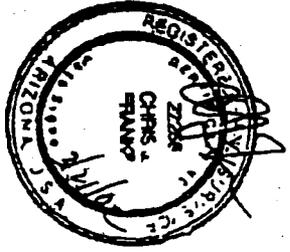
PARCEL EXHIBIT SHEET

PROJECT NO: ST0046-201	PARCEL NUMBER	TOTAL AREA	AREA REQUIRED	NEW EASEMENTS	REMAINDER	
SECTION: INT. ELLIOT ROAD & DOBSON ROAD	302-78-001R	474,846 S.F.	15,128 S.F.	TCE 7,402 S.F. DE 20,979 S.F. OTE 5,605 S.F.	LEFT	RIGHT
					389,714 S.F.	70,004 S.F.

EXHIBIT E



LINE	LENGTH	BEARING
L1	10.00	N89°07'58"E
L2	430.03	N00°27'55"W
L3	15.00	S89°32'05"W
L4	174.88	N00°27'55"W
L5	25.00	S89°07'58"W
L6	605.02	N00°27'55"W
L7	369.85	S89°07'58"W
L8	25.00	N00°27'55"W
L9	183.79	S89°07'58"W
L10	15.00	S00°52'02"E
L11	185.78	S89°07'58"W
L12	10.00	S00°27'55"E



SCALE 1" = 200'



Stanley Consultants INC.  A Stanley Group Company  
Engineering, Construction, and Construction Services - Worldwide

**Exhibit "F"**  
**TCE terms and conditions**

The purpose of the Temporary Construction Easement is to allow Plaintiff, its agents, contractors, subcontractors and assigns, to use the easement property for the construction of road and related improvements in connection with, and pursuant to the construction plans for, the Dobson/Elliot Intersection Improvement Project No. ST0046-201 (the "Project"). Related improvements may include, and are not limited to, any required or planned utility relocations and/or retention basins.

The temporary construction easement shall commence on the date that written notification is made by Plaintiff of the initiation of construction for the Project or on January 1, 2003, whichever occurs first, and shall end 365 days thereafter. In the event completion of the Project occurs earlier than the full term of the easement, Plaintiff may terminate the easement by written notice to the property owner.

A condition of the granting of the temporary construction easement is that Plaintiff shall repair and restore the easement property to a like or equivalent condition as existed prior to the construction activity, and Plaintiff shall be responsible for any damages, claims or losses arising from the negligent use or intentional misuse of the easement property by Plaintiff, its employees, agents, contractors, subcontractors or assigns, during the term of the temporary construction easement.

**Exhibit "G"**  
**Overhead Transmission (Aerial) Easement - Terms and Conditions**

Plaintiff City of Chandler, its agents, employees, contractors, and permittees and its and their respective successors and assigns ("Grantee"), shall have an easement over, across, through and along that certain real property described in Exhibit "C" attached to this Judgment in Condemnation (the "Easement Property"), to construct, install, reconstruct, replace, remove, repair, operate and maintain a line of conductors, cables, wires, supports, other appliances and fixtures (collectively the "Facilities"), for the transmission and distribution of electricity and for all other purposes connected therewith, and for the transmission and distribution of telephone, audio and/or visual signal and other communication or data transmission purposes at such locations and elevations, over, across, and along the Easement Property as Grantee may now or hereafter deem convenient or necessary from time to time, together with the right of ingress and egress to, from, across and along the Easement Property, and together with the right to permit the attachment of the wires and fixtures of any other company.

This easement is subject to the following conditions and limitations:

1. This easement is subject to all easements and encumbrances of record, other than those extinguished through this condemnation action, and is non-exclusive, *provided that* later granted easements shall be subject to Grantee's rights and uses.
2. Plaintiff City of Chandler may, in its sole discretion, assign the easement rights granted herein to Salt River Project <sup>Useful Document</sup> Agricultural Improvement and Power District, an agricultural improvement district organized and existing under the laws of the State of Arizona ("SRP"), for use by SRP, its agents, employees, contractors and permittees and its and their respective successors and assigns, and, upon recording such assignment, City of Chandler shall have no further obligation, responsibility or liability, and no further rights, pursuant to or because of this easement.
3. All of the Facilities placed within the Easement Property pursuant to this instrument shall remain the property of Grantee.
4. There is reserved to the record owner of the Easement Property, and the owner's successors and assigns ("Grantor"), the right to full use of the surface of the Easement Property, other than where Grantee has placed the Facilities, for any purpose consistent with the rights and privileges herein granted to Grantee, including, without limitation, for the purpose of landscaping, parks, storm water retention basins, cross fences, trail and bike paths, walkways, alleys, driveways, road crossings, vehicle parking or storing, irrigation ditches, pipelines, and public utilities; *provided, however,* that such use shall not unreasonably interfere with Grantee's right and ability to access, maintain and use the Facilities or endanger any of the Facilities or the use thereof; and *provided further* that Grantor shall not construct or permit to be constructed any building or major structure, plant any trees, drill any well, store materials of any kind, or alter ground level by cut or fill, within the area of the Easement Property.

5. Grantor shall properly maintain the surface of the Easement Property. Grantee shall have the right (but not the obligation) to trim, cut and clear away trees or brush whenever in its judgment the same shall be necessary for the convenient and safe exercise of the rights herein granted.
6. Grantee shall at all times safely operate and maintain the Facilities within the Easement Property and shall promptly repair and restore to its prior condition any paving, parking lot striping or other site improvements existing within the Easement Property that are disturbed by the construction and maintenance of the Facilities by Grantee, or Grantee's agents or contractors.
7. In the exercise of this easement, Grantee shall not unreasonably interfere with or obstruct Grantor, or Grantor's agents or contractors, in the location or construction of any buildings located in the area adjoining the Easement Property, or unreasonably interfere with any business of Grantor. Nothing in this paragraph 7, however, shall allow Grantor, or Grantor's agents or contractors, to construct a building or other major structure within the Easement Property, or to unreasonably interfere with Grantee's rights to construct, operate and maintain the Facilities.
8. **This easement conveys an access and aerial easement only, and no poles or other structures shall be placed on the surface of the easement area described herein.**
9. **CAUTION:** Facilities placed <sup>Unofficial Document</sup> within the Easement Property may contain high voltage electrical equipment. Notice is hereby given that the location of any underground electrical conductors or facilities must be verified as required by Arizona Revised Statutes, Section 40-360.21 et. seq., Arizona Blue Stake Law, prior to any excavation. Notice is also hereby given that any activity performed within the Easement Property shall comply with the Arizona Overhead Powerline Safety Law, Arizona Revised Statutes 40-360.41-45.
10. In the event Grantee records a document to formally abandon this easement, all of Grantee's rights hereunder shall cease, except the right to remove any and all property placed upon the Easement Property within a reasonable time subsequent to such abandonment.
11. The terms and conditions herein set forth shall extend and inure in favor and to the benefit of and shall be binding on the heirs, administrators, executors, personal representatives, legal representatives, successors (including successors in ownership and estate), assigns, lessees and permittees of Grantor and Grantee.

**Exhibit "H"**  
**Drainage Easement - Terms and Conditions**

Plaintiff City of Chandler, its agents, employees, contractors, and permittees and its and their respective successors and assigns ("Grantee"), shall have an easement over, across, and through that certain real property described in Exhibit "D" attached to this Judgment in Condemnation (the "Easement Property"), to construct, maintain, repair and operate a storm water drainage and retention basin.

This easement is subject to the following conditions and limitations:

1. This easement is subject to all easements and encumbrances of record, other than those extinguished through this condemnation action, and is non-exclusive, *provided that* later granted easements shall be subject to Grantee's rights and uses.
2. There is reserved to the record owner of the Easement Property, and the owner's successors and assigns ("Grantor"), all such rights and privileges in the land as may be used without interfering with or abridging the rights and easements hereby acquired; subject, however, to existing easements for public rights-of-way and public utilities.
3. In the event Grantee records a document to formally abandon this easement, all of Grantee's rights hereunder shall cease, except the right to remove any and all property placed upon the Easement Property within a reasonable time subsequent to such abandonment.  
Unofficial Document
4. The terms and conditions herein set forth run with the land and shall extend and inure in favor and to the benefit of and shall be binding on the heirs, administrators, executors, personal representatives, legal representatives, successors (including successors in ownership and estate), assigns, lessees and permittees of Grantor and Grantee.
5. Nothing herein requires that a fully landscaped storm water retention basin be constructed by Grantee and Grantor acknowledges that Grantee has represented that it intends to install a temporary retention basin, not fully landscaped and improved.
6. At the time of development of the larger parcel upon which this easement is situated and of which the Easement Property is a part, the easement granted herein may be relocated in conformance with Grantor's development plans with approval of the City Engineer of the City of Chandler, Arizona.

# SCAN

Unofficial Document

The foregoing instrument is a full, true and correct copy of the original on file in this office.

Attest Michael K. Jeanes 12/03  
MICHAEL K. JEANES, Clerk of the Superior Court of the State of Arizona, in and for the County of Maricopa.

By M. L. Smith Deputy

20031427706

**EXHIBIT "B"**

When recorded, mail to  
City Clerk's Office  
City of Chandler  
Mail Stop 606  
P.O. Box 4008  
Chandler, AZ. 85244-4008

**RELEASE OF EASEMENT**

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, CITY OF CHANDLER, an Arizona municipal corporation ("City"), does hereby release and extinguish any and all interest that it may have in that certain real property described in Exhibit "A" to that certain Drainage Easement recorded with the Maricopa County Recorder on October 10, 2003 as Docket No. 2003-1427706 attached hereto and made a part hereof, arising by virtue of the execution and recording of said easement. This Release of Easement is not intended to release any interest that City may have in any portion of the subject real property arising by virtue of any other instrument recorded with the Maricopa County Recorder, including without limitation, any deed, easement other than the aforementioned easement, or final order of condemnation.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2016.

CITY OF CHANDLER, an Arizona municipal  
corporation

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

STATE OF ARIZONA        )  
  ) ss.  
County of Maricopa        )

On this, the \_\_\_\_ day of February, 2016, before me, the undersigned, a Notary Public, personally appeared Jay Tibshraeny, who acknowledged himself to be the Mayor of the City of Chandler, an Arizona municipal corporation, and that he as such officer of the municipal corporation being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the municipal corporation as such officer.

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

APPROVED AS TO FORM:

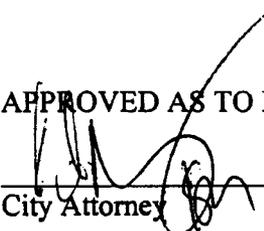
  
\_\_\_\_\_  
City Attorney

EXHIBIT "A"

**DRAINAGE EASEMENT**

A parcel of land lying within the Southwest Quarter of Section 8, Township 1 South, Range 5 East, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the southwest corner of said Section 8 from which the south quarter corner of said Section 8 bears N 89°07'58" E a distance of 2647.46 feet;

Thence N 10°00'14" E a distance of 412.75 feet to a point within that parcel described in Docket 14725, Page 914, Maricopa County Records, said point being 75.00 feet east and 405.88 feet north of the southwest corner of said parcel and the POINT OF BEGINNING;

Thence N 00°27'55" W along a line 75.00 feet east of and parallel with the west line of said parcel a distance of 14.52 feet;

Thence S 89°32'05" W a distance of 15.00 feet;

Thence N 00°27'55" W along a line 60.00 feet east of and parallel with said west line a distance of 101.63 feet;

Unofficial Document

Thence N 89°07'58" E a distance of 91.96 feet;

Thence S 00°27'55" E along a line 151.96 feet east of and parallel with said west line a distance of 116.15 feet;

Thence S 89°32'05" W a distance of 76.96 feet to the POINT OF BEGINNING.

Said Description contains 10,464 square feet, more or less.