

3

OCT 30 2008



Chandler • Arizona
Where Values Make The Difference

MEMORANDUM

Real Estate – Council Memo No. RE09-074

DATE: OCTOBER 30, 2008

TO: MAYOR AND COUNCIL

THRU: W. MARK PENTZ, CITY MANAGER
R. J. ZEDER, PUBLIC WORKS DIRECTOR
DANIEL W. COOK, DEPUTY PUBLIC WORKS DIRECTOR
MIKE NORMAND, TRANSPORTATION SERVICES AND PLANNING
MANAGER

FROM: ERICH KUNTZE, REAL ESTATE MANAGER

SUBJECT: ORDINANCE NO. 4098 GRANTING TWO (2) GROUND EASEMENTS AND THREE (3) AERIAL EASEMENTS TO SALT RIVER PROJECT AT NO COST TO RELOCATE 69KV POWER FACILITIES ALONG THE NORTH SIDE OF RIGGS ROAD BETWEEN GILBERT ROAD AND SOUTH HILLCREST DRIVE TO ACCOMMODATE CONSTRUCTION OF THE RIGGS ROAD - GILBERT ROAD TO VAL VISTA IMPROVEMENT PROJECT ST-0613.

RECOMMENDATION: Staff recommends introduction and tentative approval of Ordinance No. 4098 granting two (2) ground easements and three (3) aerial easements to Salt River Project at no cost to relocate 69kV power facilities along the north side of Riggs Road between Gilbert Road and South Hillcrest Drive to accommodate construction of the Riggs Road - Gilbert Road to Val Vista Improvement Project ST-0613.

BACKGROUND/DISCUSSION: In connection with the Riggs Road – Gilbert Road to Val Vista Improvement Project (the “Project”) SRP is required to relocate its existing 69 kilovolt (kV) power line facilities to accommodate the roadway improvements for the Project. Two (2) ground easements and three (3) aerial easements are required for this 2 mile long project.

Construction on the Project is underway and is scheduled for completion in the Spring of 2009.

Staff confirms that Salt River Project has prior rights in this area.

FINANCIAL IMPLICATIONS: None

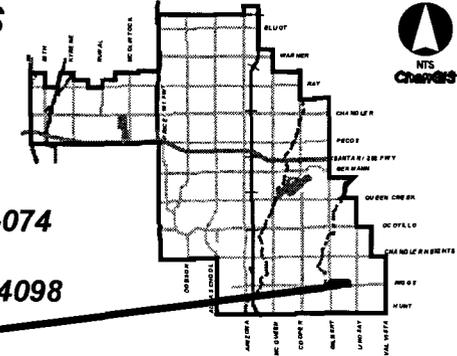
Cost: N/A
Savings: N/A
Long Term Costs: N/A

PROPOSED MOTION: Staff recommends introduction and tentative approval of Ordinance No. 4098 Grant two (2) ground and three (3) aerial easements to Salt River Project at no cost to relocate 69kV power facilities along north side of Riggs Road between Gilbert Road and South Hillcrest Drive to accommodate construction of the Riggs Road - Gilbert Road to Val Vista Improvement Project ST-0613.

Attachments: Location/Site Map
Ordinance No. 4098
SRP ground and aerial easements



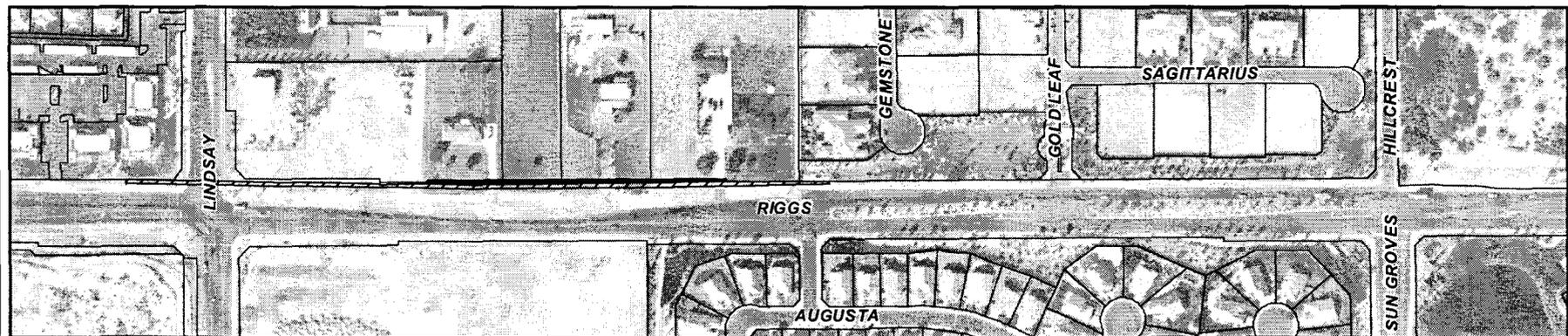
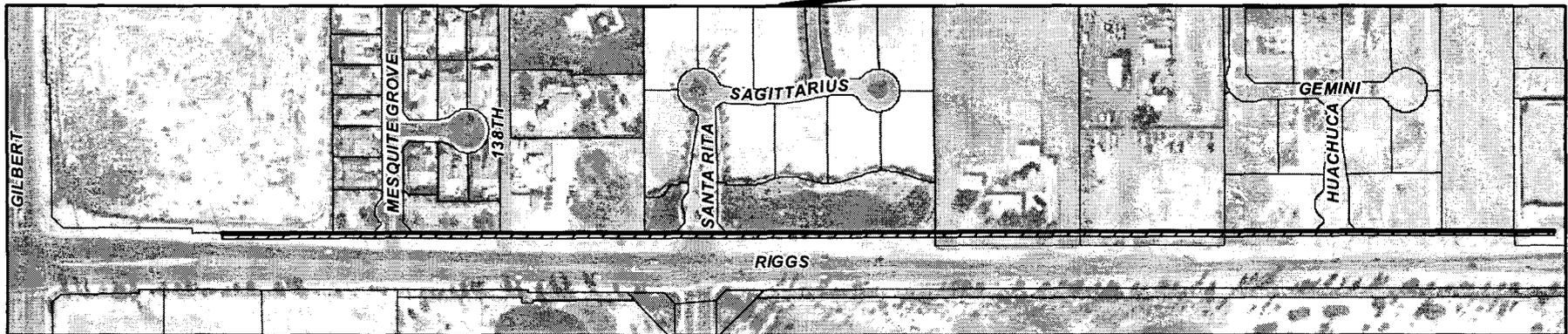
GRANTING TWO GROUND AND THREE AERIAL EASEMENTS TO SALT RIVER PROJECT ON RIGGS RD BETWEEN GILBERT RD AND VAL VISTA RD



MEMO NO. RE09-074

ORDINANCE NO. 4098

-  ELECTRIC AERIAL EASEMENT
-  ELECTRIC GROUND EASEMENT



ORDINANCE NO. 4098

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, TO AUTHORIZE AND APPROVE GRANTING TWO (2) GROUND AND THREE (3) AERIAL EASEMENTS TO SALT RIVER PROJECT AT NO COST TO RELOCATE 69KV POWER FACILITIES ALONG THE NORTH SIDE OF RIGGS ROAD BETWEEN GILBERT ROAD AND SOUTH HILLCREST DRIVE TO ACCOMMODATE CONSTRUCTION OF THE RIGGS ROAD - GILBERT ROAD TO VAL VISTA IMPROVEMENT PROJECT ST-0613.

WHEREAS, the City of Chandler is in the process of improving Riggs Road and from Gilbert Road to Val Vista Road; and

WHEREAS, the road improvements require that Salt River Project relocate its 69 kilovolt (kV) power lines impacted by the project; and

WHEREAS, Salt River Project requires two (2) power and three (3) aerial easements on the north side of Riggs Road to relocate their facilities; and

WHEREAS, the City of Chandler is willing to grant these easements to Salt River Project to accommodate the relocation of equipment for electrical power;

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

Section 1. That the City Council of the City of Chandler, Arizona authorizes and approves the granting of the two (2) ground and three (3) aerial easements to Salt River Project, through, over, under and across that certain property described in Exhibits "A", "B", "C", "D" and "E" attached hereto and made a part hereof by this reference.

Section 2. That the granting of said easements shall be in the form approved by the City Attorney.

Section 3. That the Mayor of the City of Chandler, Arizona, is hereby authorized to execute the easement documents on behalf of the City.

INTRODUCED AND TENTATIVELY APPROVED by the City Council this _____ day of _____, 2008.

ATTEST:

CITY CLERK

MAYOR

PASSED AND ADOPTED by the City Council this _____ day of _____, 2008.

ATTEST:

CITY CLERK

MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Ordinance No. 4098 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the _____ day of _____, 2008, and that a quorum was present thereat.

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY *GAB*

WHEN RECORDED MAIL TO:

SALT RIVER PROJECT

Land Department/PAB400
P. O. Box 52025
Phoenix, Arizona 85072-2025

EXHIBIT "A"

EASEMENT

Maricopa County
S 1/2 Sec. 30, T2S, R6E

R/W#1841C, D
Agt. JML
Job #XA3-3697

W JL C WB

**CITY OF CHANDLER,
an Arizona municipal corporation,**

hereinafter called Grantor, for and in consideration of the sum of Ten Dollars, and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant and convey to **SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT**, an agricultural improvement district organized and existing under the laws of the State of Arizona, its agents, employees, contractors, and permittees and its and their respective successors and assigns, hereinafter called the Grantee, a non-exclusive easement in, upon, over, under, across, through and along the lands hereinafter described (such lands hereinafter described being sometimes referred to herein as the "Easement Parcel"), to construct, install, reconstruct, replace, remove, repair, operate and maintain a line or lines of poles, towers, or other supporting structures and conductors or cables suspended thereon and supported thereby, and underground conduits, conductors, pipes, cables, vaults, manholes, guys, anchorage, crossarms, braces, transformers and all other appliances, appurtenances and fixtures 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 (collectively "Facilities") at such locations and elevations, in, upon, over, under, across and along the Easement Parcel as Grantee may now or hereafter deem convenient or necessary from time to time, together with the right of ingress and egress to, from, across and along the Grantor's Property and with the right to use lands adjacent to said easement during temporary periods of construction. Grantee is hereby authorized to allow other parties to use the Easement Parcel for additional Facilities jointly with or separately from the Grantee for their purposes, subject to such other parties' complying with applicable City ordinances and permit and/or licensing requirements.

The lands in, upon, over, under, across, through and along which this easement is granted are situated in the County of Maricopa, State of Arizona, and are more particularly described as:

Grantor's Property:

A portion of the South half of Section 30, Township 2 South, Range 6 East, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Easement Parcel:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

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

Grantor shall maintain a clear area that extends 3.00 feet from and around all edges of all transformer pads and other equipment pads, and a clear operational area that extends 12.00 feet immediately in front of all transformer and other equipment openings provided however, that such clear areas shall be confined to within the Easement Parcel. No obstruction, trees, shrubs, fixtures or permanent structures shall be placed within said areas.

Grantor shall not construct, install or place, or permit to be constructed, installed or placed any building or other structure, plant any trees, drill any well, store materials of any kind, or lower ground level by more than one (1) foot of cut or raise ground level by more than two (2) feet of fill, within the area of the Easement Parcel. Grantor reserves the right to use the Easement Parcel for such purposes as landscaping, paved parking, vehicle parking, sidewalks and/or driveways, provided these do not interfere with the efficient and safe operation and maintenance of Grantee's Facilities, including access thereto. Buildings, above-ground structures, or pools are prohibited.

Grantee shall have the right to construct, modify and maintain access openings, at its expense, at such locations and of such dimensions as determined by Grantee and Grantor in existing or future walls or fences within the Easement Parcel. Grantor shall not unreasonably withhold said approval. Grantor shall have the right to install gates across said openings and Grantor and Grantee shall have the right to use said gates, provided that any locked gates be subject to joint access by Grantor and Grantee by provision of a multiple locking device.

Subject to the provisions set forth herein, Grantor reserves the right to use and occupy the Easement Parcel for any purpose consistent with the rights and privileges above granted, provided, however, that such use shall not unreasonably interfere with Grantee's right and ability to construct, access, maintain and use the Facilities, or endanger any of the Facilities or the use thereof.

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

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

The covenants and agreements 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 and lessees of the Grantor and Grantee.

IN WITNESS WHEREOF, **CITY OF CHANDLER**, an Arizona municipal corporation, has caused its name to be executed by its duly authorized representative(s) this _____ day of _____, 20__.

CITY OF CHANDLER,
an Arizona municipal corporation

By: _____
Mayor

Attest:

Clerk

APPROVED AS TO FORM:

City Attorney for the *MSB*
City of Chandler

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 20____, before me, the undersigned, personally appeared _____ and _____, the Mayor and Clerk of the **CITY OF CHANDLER**, an Arizona municipal corporation, and such authorized representative acknowledged that this document was executed on behalf of the corporation for the purposes therein contained.

My Commission Expires:

_____ Notary Public

Notary Stamp/Seal

Note: This instrument is exempt from the real estate transfer fee and affidavit of legal value required under A.R.S. Sections 11-1132 and 11-1133 pursuant to the exemptions set forth in A.R.S. Sections 11-1134(A)(2) and (A)(3).

69kv OH&UG MASTER
Approved Greg Moore, SRP/8/07
Cimage/

RIGGS ROAD
JN 06-0389
"SRP JOB NUMBER XA3-3697"

LEGAL DESCRIPTION

CITY PROPERTY ELECTRIC GROUND EASEMENT(1)

A PORTION OF THE SOUTH 65.00 FEET OF THE SOUTH HALF OF SECTION 30,
TOWNSHIP 2 SOUTH, RANGE 6 EAST OF THE GILA AND SALT RIVER MERIDIAN,
DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 30;
THENCE N89°56'19"E, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF
SAID SECTION 30, A DISTANCE OF 466.88 FEET;
THENCE N00°03'41"W, A DISTANCE OF 50.72 FEET TO THE POINT OF BEGINNING;
THENCE N00°28'34"W, A DISTANCE OF 10.00 FEET;
THENCE N89°31'27"E, A DISTANCE OF 310.40 FEET;
THENCE N89°56'18"E, A DISTANCE OF 620.27 FEET;
THENCE N89°55'59"E, A DISTANCE OF 310.13 FEET;
THENCE N89°56'19"E, BEING PARALLEL WITH AND 63.00 FEET NORTH OF SAID SOUTH
LINE, A DISTANCE OF 721.70 FEET;
THENCE N89°56'18"E, BEING PARALLEL WITH AND 63.00 FEET NORTH OF THE SOUTH
LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 30, A DISTANCE OF 360.85
FEET;
THENCE N89°56'17"E, A DISTANCE OF 360.83 FEET;
THENCE N89°46'27"E, A DISTANCE OF 273.80 FEET TO A POINT ON THE WESTERLY
LINE OF THE PROPERTY DESCRIBED IN DOCUMENT NO. 2003-0357007, RECORDS OF
MARICOPA COUNTY, ARIZONA;
THENCE S00°09'02"E, ALONG SAID WESTERLY LINE, A DISTANCE OF 10.00 FEET;
THENCE LEAVING SAID WESTERLY LINE S89°46'27"W, A DISTANCE OF 273.75 FEET;
THENCE S89°56'17"W, A DISTANCE OF 360.89 FEET;
THENCE S89°56'18"W, BEING PARALLEL WITH AND 53.00 FEET NORTH OF SAID SOUTH
LINE, A DISTANCE OF 360.85 FEET;
THENCE S89°56'19"W, BEING PARALLEL WITH AND 53.00 FEET NORTH OF SAID SOUTH
LINE OF THE SOUTHWEST QUARTER, A DISTANCE OF 721.70 FEET;
THENCE S89°55'59"W, A DISTANCE OF 310.13 FEET;
THENCE S89°56'18"W, A DISTANCE OF 620.25 FEET;
THENCE S89°31'27"W, A DISTANCE OF 310.35 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 29,580 SQUARE FEET OR 0.679 ACRES, MORE OR LESS.

OLSSON ASSOCIATES
7250 NORTH 16TH STREET, SUITE 210
PHOENIX, ARIZONA 85020
(602) 748-1000



Expires 09/30/2011

Parcel name: ELEC_CITY1

North: 807500.4370	East : 739532.6330
Line Course: N 89-31-27 E	Length: 310.40
North: 807503.0148	East : 739843.0222
Line Course: N 89-56-18 E	Length: 620.27
North: 807503.6824	East : 740463.2919
Line Course: N 89-55-59 E	Length: 310.13
North: 807504.0448	East : 740773.4217
Line Course: N 89-56-19 E	Length: 721.70
North: 807504.8180	East : 741495.1213
Line Course: N 89-56-18 E	Length: 360.85
North: 807505.2064	East : 741855.9711
Line Course: N 89-56-17 E	Length: 360.83
North: 807505.5965	East : 742216.8008
Line Course: N 89-46-27 E	Length: 273.80
North: 807506.6757	East : 742490.5987
Line Course: S 00-09-02 E	Length: 10.00
North: 807496.6757	East : 742490.6250
Line Course: S 89-46-27 W	Length: 273.75
North: 807495.5967	East : 742216.8771
Line Course: S 89-56-17 W	Length: 360.89
North: 807495.2066	East : 741855.9873
Line Course: S 89-56-18 W	Length: 360.85
North: 807494.8182	East : 741495.1375
Line Course: S 89-56-19 W	Length: 721.70
North: 807494.0449	East : 740773.4380
Line Course: S 89-55-59 W	Length: 310.13
North: 807493.6826	East : 740463.3082
Line Course: S 89-56-18 W	Length: 620.25
North: 807493.0150	East : 739843.0585
Line Course: S 89-31-27 W	Length: 310.35
North: 807490.4376	East : 739532.7192
Line Course: N 00-28-34 W	Length: 10.00
North: 807500.4373	East : 739532.6361

Perimeter: 5935.91 Area: 29,580 sq.ft. 0.679 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)
Error Closure: 0.0032 Course: N 85-21-19 E
Error North: 0.00026 East : 0.00318
Precision 1: 1,854,968.75



Expires 09/30/2011

WHEN RECORDED MAIL TO:

SALT RIVER PROJECT

Land Department/PAB400

P. O. Box 52025

Phoenix, Arizona 85072-2025

EXHIBIT "B"

EASEMENT

Maricopa County
SE ¼, Sec. 30, T2S, R6E
SW ¼, Sec. 29, T2S, R6E

R/W#1841C, 2425D
Agt. JML
Job #XA3-3697
W JL C WB

**CITY OF CHANDLER,
an Arizona municipal corporation,**

hereinafter called Grantor, for and in consideration of the sum of Ten Dollars, and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant and convey to **SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT**, an agricultural improvement district organized and existing under the laws of the State of Arizona, its agents, employees, contractors, and permittees and its and their respective successors and assigns, hereinafter called the Grantee, a non-exclusive easement in, upon, over, under, across, through and along the lands hereinafter described (such lands hereinafter described being sometimes referred to herein as the "Easement Parcel"), to construct, install, reconstruct, replace, remove, repair, operate and maintain a line or lines of poles, towers, or other supporting structures and conductors or cables suspended thereon and supported thereby, and underground conduits, conductors, pipes, cables, vaults, manholes, guys, anchorage, crossarms, braces, transformers and all other appliances, appurtenances and fixtures 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 (collectively "Facilities") at such locations and elevations, in, upon, over, under, across and along the Easement Parcel as Grantee may now or hereafter deem convenient or necessary from time to time, together with the right of ingress and egress to, from, across and along the Grantor's Property and with the right to use lands adjacent to said easement during temporary periods of construction. Grantee is hereby authorized to allow other parties to use the Easement Parcel for additional Facilities jointly with or separately from the Grantee for their purposes, subject to such other parties' complying with applicable City ordinances and permit and/or licensing requirements.

The lands in, upon, over, under, across, through and along which this easement is granted are situated in the County of Maricopa, State of Arizona, and are more particularly described as:

Grantor's Property:

A portion of the Southeast quarter of Section 30, and the Southwest quarter of Section 29, Township 2 South, Range 6 East, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Easement Parcel:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

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

Grantor shall maintain a clear area that extends 3.00 feet from and around all edges of all transformer pads and other equipment pads, and a clear operational area that extends 12.00 feet immediately in front of all transformer and other equipment openings provided however, that such clear areas shall be confined to within the Easement Parcel. No obstruction, trees, shrubs, fixtures or permanent structures shall be placed within said areas.

Grantor shall not construct, install or place, or permit to be constructed, installed or placed any building or other structure, plant any trees, drill any well, store materials of any kind, or lower ground level by more than one (1) foot of cut or raise ground level by more than two (2) feet of fill, within the area of the Easement Parcel. Grantor reserves the right to use the Easement Parcel for such purposes as landscaping, paved parking, vehicle parking, sidewalks and/or driveways, provided these do not interfere with the efficient and safe operation and maintenance of Grantee's Facilities, including access thereto. Buildings, above-ground structures, or pools are prohibited.

Grantee shall have the right to construct, modify and maintain access openings, at its expense, at such locations and of such dimensions as determined by Grantee and Grantor in existing or future walls or fences within the Easement Parcel. Grantor shall not unreasonably withhold said approval. Grantor shall have the right to install gates across said openings and Grantor and Grantee shall have the right to use said gates, provided that any locked gates be subject to joint access by Grantor and Grantee by provision of a multiple locking device.

Subject to the provisions set forth herein, Grantor reserves the right to use and occupy the Easement Parcel for any purpose consistent with the rights and privileges above granted, provided, however, that such use shall not unreasonably interfere with Grantee's right and ability to construct, access, maintain and use the Facilities, or endanger any of the Facilities or the use thereof.

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

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

The covenants and agreements 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 and lessees of the Grantor and Grantee.

IN WITNESS WHEREOF, **CITY OF CHANDLER**, an Arizona municipal corporation, has caused its name to be executed by its duly authorized representative(s) this _____ day of _____, 20__.

CITY OF CHANDLER,
an Arizona municipal corporation

By: _____

Mayor

Attest:

Clerk

APPROVED AS TO FORM:

City Attorney for the *GAB*
City of Chandler

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 20____, before me, the undersigned, personally appeared _____ and _____, the Mayor and Clerk of the **CITY OF CHANDLER**, an Arizona municipal corporation, and such authorized representative acknowledged that this document was executed on behalf of the corporation for the purposes therein contained.

My Commission Expires:

_____ Notary Public

Notary Stamp/Seal

Note: This instrument is exempt from the real estate transfer fee and affidavit of legal value required under A.R.S. Sections 11-1132 and 11-1133 pursuant to the exemptions set forth in A.R.S. Sections 11-1134(A)(2) and (A)(3).

69kv OH&UG MASTER
Approved Greg Moore, SRP/8/07
Cimage/

RIGGS ROAD
JN 06-0389
"SRP JOB NUMBER XA3-3697"

EXHIBIT A

LEGAL DESCRIPTION

CITY PROPERTY ELECTRIC GROUND EASEMENT(2)

A PORTION OF THE SOUTH 80.00 FEET OF THE SOUTHEAST QUARTER OF SECTION 30,
AND THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 6
EAST OF THE GILA AND SALT RIVER MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 30;
THENCE S89°56'18"W, ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER, A
DISTANCE OF 193.13 FEET;
THENCE N00°19'17"E, A DISTANCE OF 63.83 FEET TO THE **POINT OF BEGINNING**;
THENCE CONTINUING N00°19'17"E ALONG SAID LINE, A DISTANCE OF 10.00 FEET;
THENCE S89°40'43"E, A DISTANCE OF 395.05 FEET;
THENCE S89°09'33"E, A DISTANCE OF 177.39 FEET;
THENCE S00°15'18"E, A DISTANCE OF 2.08 FEET;
THENCE N89°44'25"E, BEING PARALLEL WITH AND 65.00 FEET NORTH OF THE SOUTH
LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 108.47 FEET;
THENCE S89°09'33"E, A DISTANCE OF 104.37 FEET;
THENCE N89°44'24"E, A DISTANCE OF 402.92 FEET;
THENCE N89°01'13"E, A DISTANCE OF 159.34 FEET;
THENCE N89°44'25"E, BEING PARALLEL WITH AND 65.00 FEET NORTH OF SAID SOUTH
LINE, A DISTANCE OF 231.38 FEET;
THENCE S00°58'49"E, A DISTANCE OF 7.09 FEET;
THENCE S89°01'11"W, A DISTANCE OF 390.68 FEET;
THENCE S89°44'24"W, A DISTANCE OF 403.16 FEET;
THENCE N89°09'33"W, A DISTANCE OF 390.37 FEET;
THENCE N89°40'44"W, A DISTANCE OF 394.94 FEET TO THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINS 15,341 SQUARE FEET OR 0.352 ACRES, MORE OR LESS.

OLSSON ASSOCIATES
7250 NORTH 16TH STREET, SUITE 210
PHOENIX, ARIZONA 85020
(602) 748-1000

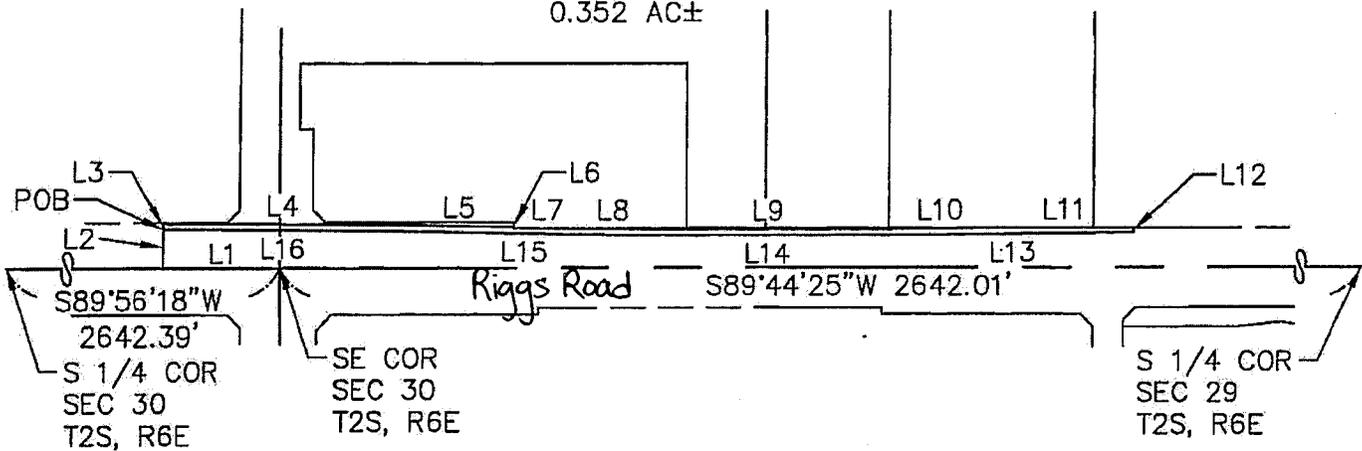


ELECTRIC GROUND EASEMENT LEGAL DESCRIPTION EXHIBIT CITY PROPERTY (2) "SRP JOB NUMBER XA3-3697"

EXHIBIT A

SUBJECT PROPERTY

15,341 SF±
0.352 AC±



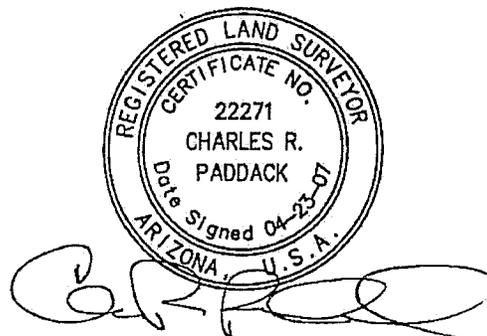
LINE TABLE		
LINE	LENGTH	BEARING
L1	193.13	S89°56'18"W
L2	63.83	N00°19'17"E
L3	10.00	N00°19'17"E
L4	395.05	S89°40'43"E
L5	177.39	S89°09'33"E
L6	2.08	S00°15'18"E
L7	108.47	N89°44'25"E
L8	104.37	S89°09'33"E

LINE TABLE		
LINE	LENGTH	BEARING
L9	402.92	N89°44'24"E
L10	159.34	N89°01'13"E
L11	231.38	N89°44'25"E
L12	7.09	S00°58'49"E
L13	390.68	S89°01'11"W
L14	403.16	S89°44'24"W
L15	390.37	N89°09'33"W
L16	394.94	N89°40'44"W



7250 North 16th Street
Suite 210
Phoenix, AZ 85020-5282
TEL 602.748.1000
FAX 602.748.1001

PROJECT: 060389
DATE: 03-20-07
FILE: 060389_x_Esmt-Elec.dwg



WHEN RECORDED MAIL TO:

SALT RIVER PROJECT

Land Department/PAB400

PO Box 52025

Phoenix, Arizona 85072-2025

EXHIBIT "C"

AERIAL EASEMENT

Maricopa County
S 1/2, Sec. 30, T2S, R6E

R/W#1841C,D Agt. JML

Job #XA3-3697

W JL C WB

**CITY OF CHANDLER,
An Arizona Municipal Corporation,**

hereinafter called Grantor, for and in consideration of the sum of Ten Dollars, and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant and convey to **SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT**, an agricultural improvement district organized and existing under the laws of the State of Arizona, its agents, employees and contractors and its and their respective successors and assigns, hereinafter called the Grantee, a non-exclusive easement over, across, through and along the lands hereinafter described (such lands hereinafter described being sometimes referred to herein as the "Easement Parcel"), to construct, install, reconstruct, replace, remove, repair, operate and maintain for itself and others a line of conductors, cables, supports, and all other appliances, appurtenances and fixtures for the transmission and distribution of electricity and for all other purposes connected therewith (collectively "Facilities") 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 Parcel, as Grantee may now or hereafter deem convenient or necessary from time to time, together with the right of ingress and egress to, from, across and along the Easement Parcel. Grantee is hereby authorized to allow other parties to use the Easement Parcel for additional Facilities jointly with or separately from the Grantee for their purposes, subject to such other parties' complying with applicable City ordinances and permit and/or licensing requirements.

The lands through and across which this easement is granted are situated in the County of Maricopa, State of Arizona, and are more particularly described as:

Grantor's Property:

A portion of the South half of Section 30, Township 2 South, Range 6 East, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Easement Parcel:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

CAUTION: Facilities placed within the Easement Parcel may contain high voltage electrical equipment. Notice is hereby given that the location of 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 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.

This easement conveys an aerial right of way only, and no poles or other structures shall be placed within the easement area described herein.

Grantor shall not construct or permit to be constructed any building or other structure, plant any trees, drill any well, store materials of any kind, or alter ground level by cut or fill, within the limits of said easement.

Provided, however, that Grantor may, with the prior written consent and in the sole discretion of the Grantee, use the easement area for such purposes as landscaping, parks, golf courses, storm water retention basins, cross fences, trail and bike paths, alleys, driveways, road crossings, vehicle parking or storing, irrigation ditches, pipelines, and public utilities.

Grantor reserves the right to cultivate, graze, use and occupy said premises for any purpose consistent with the rights and privileges herein granted and which will not interfere with or endanger any of the equipment or other property of the Grantee or the use thereof.

Grantee shall have the right 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.

In the event Grantee permanently abandons said easement, all Grantee's rights hereunder shall cease, except the right to remove any and all property placed upon easement within a reasonable time subsequent to such abandonment.

The covenants and agreements 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 and lessees of the Grantor and Grantee.

RIGGS ROAD
JN 06-0389
"SRP JOB NUMBER XA3-3697"

LEGAL DESCRIPTION

CITY PROPERTY ELECTRIC AERIAL EASEMENT(1)

A PORTION OF THE SOUTH 65.00 FEET OF THE SOUTH HALF OF SECTION 30,
TOWNSHIP 2 SOUTH, RANGE 6 EAST OF THE GILA AND SALT RIVER MERIDIAN,
DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 30;
THENCE N89°56'19"E, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF
SAID SECTION 30, A DISTANCE OF 466.88 FEET;
THENCE N00°03'41"W, A DISTANCE OF 50.72 FEET;
THENCE N00°28'34"W, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUING N00°28'34"W ALONG SAID LINE, A DISTANCE OF 4.28 FEET;
THENCE N89°56'19"E, BEING PARALLEL WITH AND 65.00 FEET NORTH OF SAID SOUTH
LINE, A DISTANCE OF 1,967.18 FEET;
THENCE N89°56'18"E, BEING PARALLEL WITH AND 65.00 FEET NORTH OF THE SOUTH
LINE OF THE SOUTHEAST QUARTER OF SAID SECTION, A DISTANCE OF 990.83
FEET TO A POINT ON THE WESTERLY LINE OF THE PROPERTY DESCRIBED IN
DOCUMENT NO. 2003-0357007, RECORDS OF MARICOPA COUNTY, ARIZONA;
THENCE S00°09'02"E, ALONG SAID WESTERLY LINE, A DISTANCE OF 1.22 FEET;
THENCE LEAVING SAID WESTERLY LINE S89°46'27"W, A DISTANCE OF 273.80 FEET;
THENCE S89°56'17"W, A DISTANCE OF 360.83 FEET;
THENCE S89°56'18"W, BEING PARALLEL WITH AND 63.00 FEET NORTH OF SAID SOUTH
LINE, A DISTANCE OF 360.85 FEET;
THENCE S89°56'19"W, BEING PARALLEL WITH AND 63.00 FEET NORTH OF SAID SOUTH
LINE OF THE SOUTHWEST QUARTER, A DISTANCE OF 721.70 FEET;
THENCE S89°55'59"W, A DISTANCE OF 310.13 FEET;
THENCE S89°56'18"W, A DISTANCE OF 620.27 FEET;
THENCE S89°31'27"W, A DISTANCE OF 310.40 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 6,193 SQUARE FEET OR 0.142 ACRES, MORE OR LESS.

OLSSON ASSOCIATES
7250 NORTH 16TH STREET, SUITE 210
PHOENIX, ARIZONA 85020
(602) 748-1000



Expires 09/30/2011

Parcel name: ELECA_CITY1

North: 807504.7169	East : 739532.5974
Line Course: N 89-56-19 E	Length: 1967.18
North: 807506.8246	East : 741499.7763
Line Course: N 89-56-18 E	Length: 990.83
North: 807507.8911	East : 742490.6057
Line Course: S 00-09-02 E	Length: 1.22
North: 807506.6711	East : 742490.6089
Line Course: S 89-46-27 W	Length: 273.80
North: 807505.5919	East : 742216.8110
Line Course: S 89-56-17 W	Length: 360.83
North: 807505.2018	East : 741855.9812
Line Course: S 89-56-18 W	Length: 360.85
North: 807504.8134	East : 741495.1314
Line Course: S 89-56-19 W	Length: 721.70
North: 807504.0401	East : 740773.4319
Line Course: S 89-55-59 W	Length: 310.13
North: 807503.6778	East : 740463.3021
Line Course: S 89-56-18 W	Length: 620.27
North: 807503.0102	East : 739843.0324
Line Course: S 89-31-27 W	Length: 310.40
North: 807500.4324	East : 739532.6431
Line Course: N 00-28-34 W	Length: 4.28
North: 807504.7122	East : 739532.6076

Perimeter: 5921.49 Area: 6,193 sq.ft. 0.142 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)
Error Closure: 0.0112 Course: S 65-15-37 E
Error North: -0.00469 East : 0.01017
Precision 1: 528,704.46



Expires 09/30/2011

WHEN RECORDED MAIL TO:

SALT RIVER PROJECT

Land Department/PAB400
PO Box 52025
Phoenix, Arizona 85072-2025

EXHIBIT "D"

AERIAL EASEMENT

Maricopa County
SW 1/4, Sec. 29, T2S, R6E
SE 1/4, Sec. 30, T2S, R6E

R/W#1843D,1841C

Agt. JML

Job #XA3-3697

W JL C WB

**CITY OF CHANDLER,
An Arizona Municipal Corporation,**

hereinafter called Grantor, for and in consideration of the sum of Ten Dollars, and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant and convey to **SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT**, an agricultural improvement district organized and existing under the laws of the State of Arizona, its agents, employees and contractors and its and their respective successors and assigns, hereinafter called the Grantee, a non-exclusive easement over, across, through and along the lands hereinafter described (such lands hereinafter described being sometimes referred to herein as the "Easement Parcel"), to construct, install, reconstruct, replace, remove, repair, operate and maintain for itself and others a line of conductors, cables, supports, and all other appliances, appurtenances and fixtures for the transmission and distribution of electricity and for all other purposes connected therewith (collectively "Facilities") 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 Parcel, as Grantee may now or hereafter deem convenient or necessary from time to time, together with the right of ingress and egress to, from, across and along the Easement Parcel. Grantee is hereby authorized to allow other parties to use the Easement Parcel for additional Facilities jointly with or separately from the Grantee for their purposes, subject to such other parties' complying with applicable City ordinances and permit and/or licensing requirements.

The lands through and across which this easement is granted are situated in the County of Maricopa, State of Arizona, and are more particularly described as:

Grantor's Property:

A portion of the Southeast quarter of Section 30 and the Southwest quarter of Section 29, Township 2 South, Range 6 East, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Easement Parcel:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

CAUTION: Facilities placed within the Easement Parcel may contain high voltage electrical equipment. Notice is hereby given that the location of 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 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.

This easement conveys an aerial right of way only, and no poles or other structures shall be placed within the easement area described herein.

Grantor shall not construct or permit to be constructed any building or other structure, plant any trees, drill any well, store materials of any kind, or alter ground level by cut or fill, within the limits of said easement.

Provided, however, that Grantor may, with the prior written consent and in the sole discretion of the Grantee, use the easement area for such purposes as landscaping, parks, golf courses, storm water retention basins, cross fences, trail and bike paths, alleys, driveways, road crossings, vehicle parking or storing, irrigation ditches, pipelines, and public utilities.

Grantor reserves the right to cultivate, graze, use and occupy said premises for any purpose consistent with the rights and privileges herein granted and which will not interfere with or endanger any of the equipment or other property of the Grantee or the use thereof.

Grantee shall have the right 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.

In the event Grantee permanently abandons said easement, all Grantee's rights hereunder shall cease, except the right to remove any and all property placed upon easement within a reasonable time subsequent to such abandonment.

The covenants and agreements 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 and lessees of the Grantor and Grantee.

RIGGS ROAD
JN 06-0389
"SRP JOB NUMBER XA3-3697"

EXHIBIT A

LEGAL DESCRIPTION

CITY PROPERTY ELECTRIC AERIAL EASEMENT(2a)

A PORTION OF THE SOUTH 90.00 FEET OF THE SOUTHEAST QUARTER OF SECTION 30,
AND THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 6
EAST OF THE GILA AND SALT RIVER MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 30;
THENCE S89°56'18"W, ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER, A
DISTANCE OF 193.13 FEET;
THENCE N00°19'17"E, A DISTANCE OF 73.83 FEET TO THE **POINT OF BEGINNING**;
THENCE CONTINUING N00°19'17"E ALONG SAID LINE, A DISTANCE OF 1.17 FEET;
THENCE N89°56'18"E, BEING PARALLEL WITH AND 75.00 FEET NORTH OF SAID SOUTH
LINE, A DISTANCE OF 107.38 FEET;
THENCE N44°50'30"E, A DISTANCE OF 14.19 FEET;
THENCE S89°40'43"E, A DISTANCE OF 141.08 FEET;
THENCE S45°15'27"E, A DISTANCE OF 12.55 FEET;
THENCE N89°44'25"E, BEING PARALLEL WITH AND 75.00 FEET NORTH OF THE SOUTH
LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 305.00 FEET;
THENCE S00°15'18"E, A DISTANCE OF 7.92 FEET;
THENCE N89°09'33"W, A DISTANCE OF 177.39 FEET;
THENCE N89°40'43"W, A DISTANCE OF 395.05 FEET TO THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINS 3,589 SQUARE FEET OR 0.082 ACRES, MORE OR LESS.

OLSSON ASSOCIATES
7250 NORTH 16TH STREET, SUITE 210
PHOENIX, ARIZONA 85020
(602) 748-1000

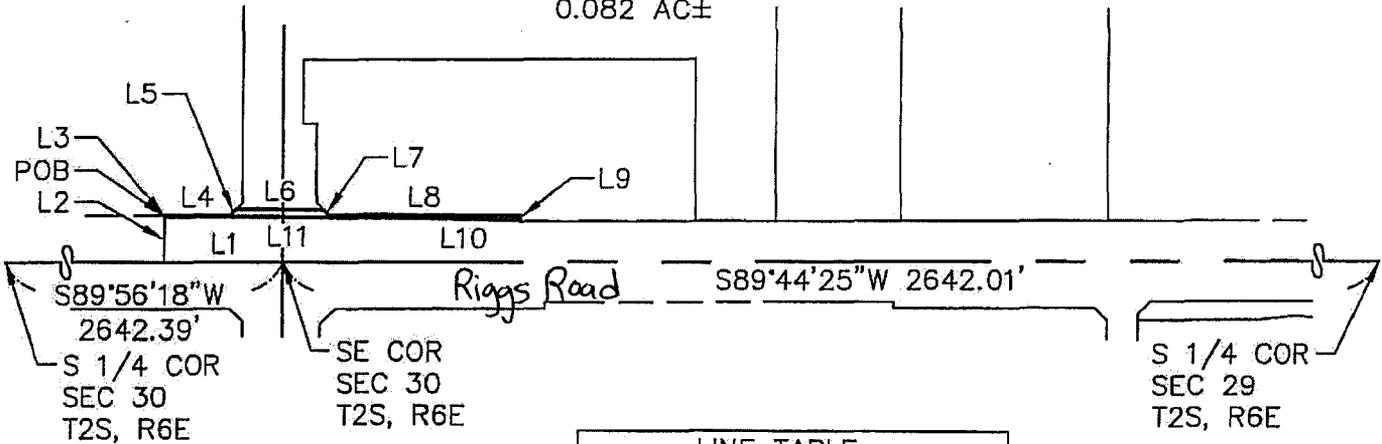


ELECTRIC AERIAL EASEMENT LEGAL DESCRIPTION EXHIBIT CITY PROPERTY (2a) "SRP JOB NUMBER XA3-3697"

EXHIBIT A

SUBJECT PROPERTY

3,589 SF±
0.082 AC±

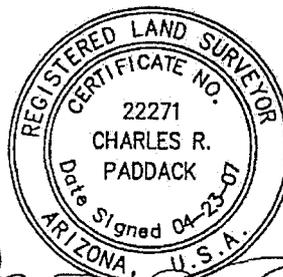


LINE TABLE		
LINE	LENGTH	BEARING
L1	193.13	S89°56'18\"W
L2	73.83	N00°19'17\"E
L3	1.17	N00°19'17\"E
L4	107.38	N89°56'18\"E
L5	14.19	N44°50'30\"E
L6	141.08	S89°40'43\"E
L7	12.55	S45°15'27\"E
L8	305.00	N89°44'25\"E
L9	7.92	S00°15'18\"E
L10	177.39	N89°09'33\"W
L11	395.05	N89°40'43\"W

MOLSSON
ASSOCIATES

7250 North 16th Street
Suite 210
Phoenix, AZ 85020-5282
TEL 602.748.1000
FAX 602.748.1001

PROJECT: 060389
DATE: 03-20-07
FILE: 060389_x_Esmt-Elec.dwg



Charles R. Paddock



NTS

WHEN RECORDED MAIL TO:

SALT RIVER PROJECT

Land Department/PAB400
PO Box 52025
Phoenix, Arizona 85072-2025

EXHIBIT "E"

AERIAL EASEMENT

Maricopa County
SW 1/4, Sec. 29, T2S, R6E

R/W#1843C Agt. JML

Job #XA3-3697

W J C WB

**CITY OF CHANDLER,
An Arizona Municipal Corporation,**

hereinafter called Grantor, for and in consideration of the sum of Ten Dollars, and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant and convey to **SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT**, an agricultural improvement district organized and existing under the laws of the State of Arizona, its agents, employees and contractors and its and their respective successors and assigns, hereinafter called the Grantee, a non-exclusive easement over, across, through and along the lands hereinafter described (such lands hereinafter described being sometimes referred to herein as the "Easement Parcel"), to construct, install, reconstruct, replace, remove, repair, operate and maintain for itself and others a line of conductors, cables, supports, and all other appliances, appurtenances and fixtures for the transmission and distribution of electricity and for all other purposes connected therewith (collectively "Facilities") 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 Parcel, as Grantee may now or hereafter deem convenient or necessary from time to time, together with the right of ingress and egress to, from, across and along the Easement Parcel. Grantee is hereby authorized to allow other parties to use the Easement Parcel for additional Facilities jointly with or separately from the Grantee for their purposes, subject to such other parties' complying with applicable City ordinances and permit and/or licensing requirements.

The lands through and across which this easement is granted are situated in the County of Maricopa, State of Arizona, and are more particularly described as:

Grantor's Property:

A portion of the Southwest quarter of Section 29, Township 2 South, Range 6 East, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Easement Parcel:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

CAUTION: Facilities placed within the Easement Parcel may contain high voltage electrical equipment. Notice is hereby given that the location of 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 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.

This easement conveys an aerial right of way only, and no poles or other structures shall be placed within the easement area described herein.

Grantor shall not construct or permit to be constructed any building or other structure, plant any trees, drill any well, store materials of any kind, or alter ground level by cut or fill, within the limits of said easement.

Provided, however, that Grantor may, with the prior written consent and in the sole discretion of the Grantee, use the easement area for such purposes as landscaping, parks, golf courses, storm water retention basins, cross fences, trail and bike paths, alleys, driveways, road crossings, vehicle parking or storing, irrigation ditches, pipelines, and public utilities.

Grantor reserves the right to cultivate, graze, use and occupy said premises for any purpose consistent with the rights and privileges herein granted and which will not interfere with or endanger any of the equipment or other property of the Grantee or the use thereof.

Grantee shall have the right 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.

In the event Grantee permanently abandons said easement, all Grantee's rights hereunder shall cease, except the right to remove any and all property placed upon easement within a reasonable time subsequent to such abandonment.

The covenants and agreements 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 and lessees of the Grantor and Grantee.

RIGGS ROAD
JN 06-0389
"SRP JOB NUMBER XA3-3697"

EXHIBIT A

LEGAL DESCRIPTION

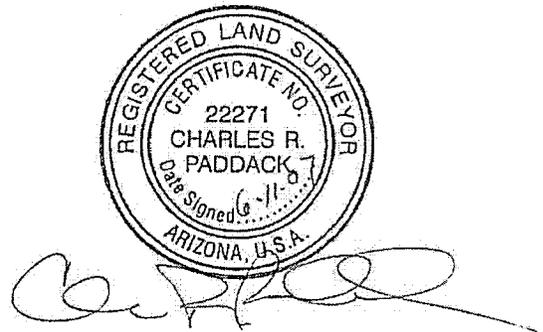
CITY PROPERTY ELECTRIC AERIAL EASEMENT(2b)

A PORTION OF THE SOUTH 65.00 FEET OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 6 EAST OF THE GILA AND SALT RIVER MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 29;
THENCE N89°44'25"E, ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 380.01 FEET;
THENCE N00°15'35"W, A DISTANCE OF 65.00 FEET;
THENCE N89°44'25"E, BEING PARALLEL WITH AND 65.00 FEET NORTH OF SAID SOUTH LINE, A DISTANCE OF 108.47 FEET TO THE **POINT OF BEGINNING**;
THENCE CONTINUING N89°44'25"E ALONG SAID LINE, A DISTANCE OF 666.60 FEET;
THENCE S89°01'13"W, A DISTANCE OF 159.34 FEET;
THENCE S89°44'24"W, BEING PARALLEL WITH AND 63.00 FEET NORTH OF SAID SOUTH LINE, A DISTANCE OF 402.92 FEET;
THENCE N89°09'33"W, A DISTANCE OF 104.37 FEET TO THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINS 1,071 SQUARE FEET OR 0.025 ACRES, MORE OR LESS.

OLSSON ASSOCIATES
7250 NORTH 16TH STREET, SUITE 210
PHOENIX, ARIZONA 85020
(602) 748-1000

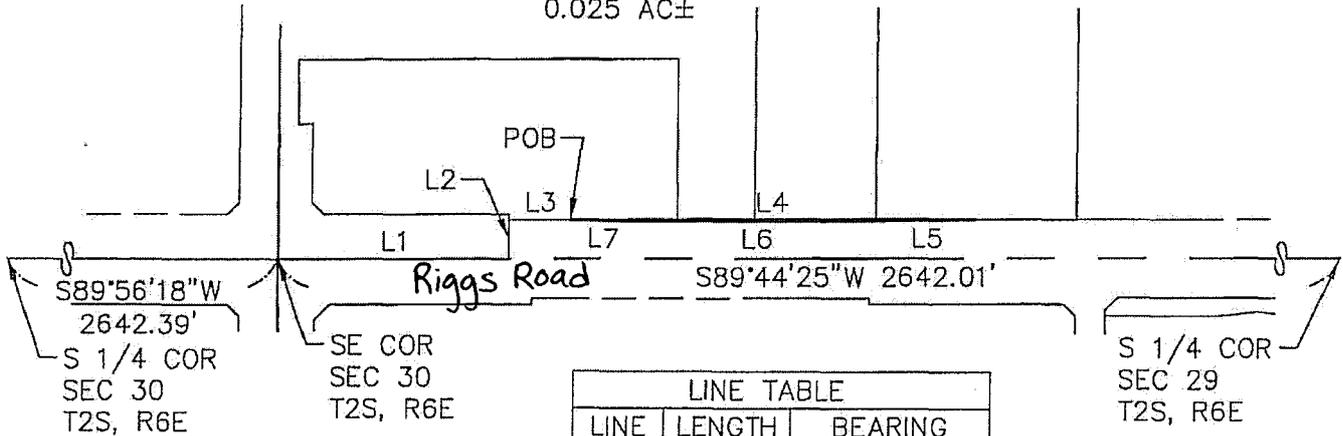


ELECTRIC AERIAL EASEMENT LEGAL DESCRIPTION EXHIBIT CITY PROPERTY (2b) "SRP JOB NUMBER XA3-3697"

EXHIBIT A

SUBJECT PROPERTY

1,071 SF±
0.025 AC±

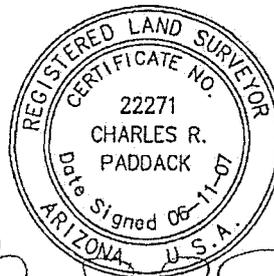


LINE TABLE		
LINE	LENGTH	BEARING
L1	380.01	N89°44'25"E
L2	65.00	N00°15'35"W
L3	108.47	N89°44'25"E
L4	666.60	N89°44'25"E
L5	159.34	S89°01'13"W
L6	402.92	S89°44'24"W
L7	104.37	N89°09'33"W

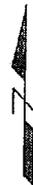
MOLSSON
ASSOCIATES

7250 North 16th Street
Suite 210
Phoenix, AZ 85020-5282
TEL 602.748.1000
FAX 602.748.1001

PROJECT: 060389
DATE: 04-17-07
FILE: 060389_x_Esmt-Elec.dwg



Charles R. Paddock



NTS