

## ORDINANCE NO. 4940

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, AUTHORIZING THE ABANDONMENT OF TWO DRAINAGE EASEMENTS NO LONGER NEEDED FOR PUBLIC USE ON PROPERTY LOCATED AT THE NORTHEAST CORNER OF GILBERT AND RIGGS ROADS.

WHEREAS, McDonalds USA, LLC is proposing to construct a new restaurant at the northeast corner of Gilbert Road and Riggs Road in Chandler; and

WHEREAS, the City holds a Temporary Drainage Easement on the McDonalds property located along Gilbert Road and recorded as Maricopa County Recorder's Document No. 20130316789; and

WHEREAS, in connection with developing its restaurant, McDonalds will construct a permanent retention basin sufficient to manage storm water runoff from Gilbert Road in place of the existing temporary drainage easement in the same location; and

WHEREAS, the City holds a Temporary Drainage Easement on the McDonalds property designated to receive storm water runoff from Riggs Road and recorded as Maricopa County Recorder's Document No. 20080778618; and

WHEREAS, McDonalds will construct a new temporary retention basin and grant a new temporary drainage easement to replace the existing temporary drainage basin that collects storm water runoff from Riggs Road; and

WHEREAS, the City proposes to abandon the existing temporary drainage easements as no longer needed for public use.

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

Section 1. The City of Chandler is authorized to abandon the Temporary Drainage Easements recorded as Maricopa County Recorder's Document Nos. 20130316789 and 20080778618 as no longer needed for public use.

Section 2. The abandonments shall be in substantially the form approved by the City Attorney and attached hereto as Exhibits "A" and "B".

Section 3. The Mayor of the City of Chandler is authorized to execute and deliver the abandonments and any other forms necessary to effectuate the abandonments.

INTRODUCED AND TENTATIVELY APPROVED by the City Council of the City of Chandler, Arizona, this 5 day of November 2020.

ATTEST:

Dana R. DeRoy  
CITY CLERK

Kevin Hanthke  
MAYOR

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this 7 day of December, 2020.

ATTEST:

Dana R. DeRoy  
CITY CLERK

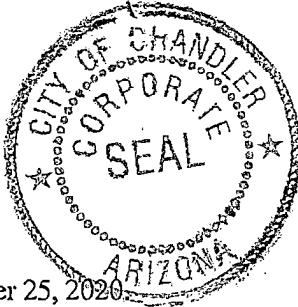
Kevin Hanthke  
MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Ordinance No. 4940 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the 7 day of December, 2020, and that a quorum was present thereat.

Dana R. DeRoy  
CITY CLERK

APPROVED AS TO FORM  
[Signature]  
CITY ATTORNEY



Published in the Arizona Republic on December 18 and December 25, 2020.

ORDINANCE 4940 EXHIBIT "A"

(ABANDONMENT OF EASEMENT M.C.R. Doc No. 20130316789)

When recorded, mail to:

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

ABANDONMENT OF EASEMENT  
(M.C.R. No. 20130316789)

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the City of Chandler, an Arizona municipal corporation, does hereby abandon any and all interest that it may have in that certain Temporary Drainage Easement as legally described in Maricopa County Recorder's Document No. 20130316789, recorded on April 8, 2013. This abandonment is not intended to affect any other interest that the City may have in the real property described in that document 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 \_\_\_\_\_, 2020.

City of Chandler, an Arizona municipal  
Corporation

By: \_\_\_\_\_  
Mayor Kevin Hartke


STATE OF ARIZONA     )  
                                  ) ss  
County of Maricopa    )

Acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by Kevin Hartke,  
Mayor of the City of Chandler.

My commission expires:

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

APPROVED AS TO FORM:

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

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

47239748-4-1-1--  
Palumboa

APN: 304-82-247  
Section 30, Township 2 South, Range 6 East

ek 7/2012

40-1

This document is exempt from Affidavit and Fee requirement pursuant to A.R.S. § 11-1134(A)(2).

### TEMPORARY DRAINAGE EASEMENT

For and in consideration of the sum of TEN and No/100 Dollars (\$10.00), and other good and valuable consideration, the receipt of which is hereby acknowledged,

#### LDR RIGGS & GILBERT, LLC, an Arizona limited liability company

("Grantor"), does hereby grant and convey unto the CITY OF CHANDLER, an Arizona municipal corporation ("Grantee"), an easement in, on, over, under, across and through that certain real property situated in Maricopa County, Arizona, more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "Easement Property"), for the construction, maintenance, repair and operation of a storm water drainage and retention basin; reserving, however, to Grantor, its heirs, successors, representatives and assigns, 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 any existing easements for public rights-of-way and public utilities.

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

1. This easement is subject to all easements and encumbrances of record, and is non-exclusive, *provided that* later granted easements shall be subject to Grantee's rights and uses.
2. 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.
3. 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.
4. 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.

5. Grantee for itself and its employees, agents, contractors, successors and assigns, covenants with Grantor and its successors and assigns that Grantee shall not unreasonably interfere with the rights of Grantor or Grantor's agents, employees, guests or invitees or their use and enjoyment of the Easement Property and Grantor's property adjacent to the Easement Property.

6. Grantee shall exercise reasonable care to avoid damage to the Easement Property. Grantee shall repair any damage to the Easement Property caused by Grantee or its agents during the repair, replacement, maintenance or renovation of any facilities installed by the Grantee and shall return the Easement Property to its prior condition. All repair, replacement, maintenance or renovation of the facilities shall be at Grantee's sole cost and expense and shall be performed in compliance with all applicable laws. Grantee shall keep the Easement Property free of liens attributable to Grantee's work. If Grantee herein finds it necessary to perform excavation activities in or around the Easement Property and Grantee disturbs or damages any of the property or improvements of Grantor while performing such excavation, all such property or improvements disturbed or damaged shall be restored as close to original condition as is reasonably possible at the expense of Grantee.

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

DATED this 8<sup>th</sup> day of APRIL, 2013.

LDR-RIGGS & GILBERT, L.L.C., an Arizona limited liability company

By: Levine Investments Limited Partnership, an Arizona limited partnership, Member

By: Keim, Inc., an Arizona corporation, General Partner

By: [Signature]  
William S. Levine, Chairman

By: G&D-Riggs, L.L.C., an Arizona limited liability company, Member

By: [Signature]  
Gary D. Davidson, a married man dealing with his sole and separate property, Member

By: DGR Investments, L.L.C., an Arizona limited liability company, Member


By: Rye Investments, Inc., an Arizona corporation, Managing Member

By: [Signature]  
Daniel G. Rye, President

STATE OF Arizona )

County of Maricopa ) ss.

On February 14, 2013, before me, Lisa Vander Noord, a Notary Public in and for said state, personally appeared William S. Levine, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument, the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.  
 LISA VAN DER NOORD  
Notary Public - Arizona  
Maricopa County  
Expires 10/31/2013

Lisa Vander Noord  
Notary Public in and for said State

STATE OF Arizona )

County of Maricopa ) ss.

On February 14, 2013 before me, Lisa Vander Noord, a Notary Public in and for said state, personally appeared Gary & Davidson, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument, the persons, or the entity upon behalf of which the persons acted, executed the instrument.


WITNESS my hand and official seal.  
 LISA VAN DER NOORD  
Notary Public - Arizona  
Maricopa County  
Expires 10/31/2013

Lisa Vander Noord  
Notary Public in and for said State

STATE OF Arizona )

County of Maricopa ) ss.

On February 14, 2013, before me, Lisa Vander Noord, a Notary Public in and for said state, personally appeared Daniel C. Ryc, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument, the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.  
 LISA VAN DER NOORD  
Notary Public - Arizona  
Maricopa County  
Expires 10/31/2013

Lisa Van Der Noord  
Notary Public in and for said State



2255 N. 44th Street Suite 125  
 Phoenix, AZ 85008.8279  
 Tel 602.244.2566  
 Fax 602.244.8947  
 Email: www.entellus.com

304-82-247\_DE

**EXHIBIT "A"**

LEGAL DESCRIPTION  
 FOR  
 PARCEL NO. 304-82-247  
 GILBERT ROAD IMPROVEMENTS  
 DRAINAGE EASEMENT

That portion of a parcel of land as described in Document #2001-0264627 of the Maricopa County Recorder, being located in the SOUTHWEST QUARTER of SECTION 30, TOWNSHIP 2 SOUTH, RANGE 6 EAST of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being more particularly described as follows:

COMMENCING at the WEST QUARTER CORNER of SECTION 30, being monumented with a Brass Cap flush, from which the NORTHWEST CORNER OF SAID SECTION 30, being monumented with a Brass Cap in handhold, bears North 00 degrees 31 minutes 32 seconds West a distance of 2641.52 feet, said line being the West line of the Northwest Quarter of said Section 30 and the basis of bearings for this description;

Thence along the West line of the Southwest Quarter of said Section 30, South 00 degrees 22 minutes 23 seconds East a distance of 2432.52 feet;

Thence North 89 degrees 37 minutes 37 seconds East a distance of 75.00 feet to a point on the existing East right of way line of Gilbert Road and the POINT OF BEGINNING;

Thence continuing North 89 degrees 37 minutes 37 seconds East a distance of 78.00 feet to a point on a line parallel with and 153.00 feet easterly, measured at right angles, from said West line of the Southwest Quarter of said Section 30;

Thence along said parallel line, South 00 degrees 22 minutes 23 seconds East a distance of 78.00 feet;

Thence South 89 degrees 37 minutes 37 seconds West a distance of 78.00 feet to a point on said existing East right of way line of Gilbert Road;

Thence along said right of way line, North 00 degrees 22 minutes 23 seconds West a distance of 78.00 feet to the POINT OF BEGINNING;

Containing an area of 6,084 SQUARE FEET or 0.140 ACRES, more or less.



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

**Exhibit "A"**

2/15/2010

P:\600\615055A Gilbert Road Queen Creek to Hunt\Cadd\Legal Exhibits\TDE\304-82-247\_DE-Rev1.doc

615055A

160



ORDINANCE 4940 EXHIBIT "B"

(ABANDONMENT OF EASEMENT M.C.R. Doc.No. 20080778618)

When recorded, mail to:

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

ABANDONMENT OF EASEMENT  
(M.C.R. No. 20080778618)

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the City of Chandler, an Arizona municipal corporation, does hereby abandon any and all interest that it may have in that certain Temporary Drainage Easement as legally described in Maricopa County Recorder's Document No. 20080778618, recorded on September 8, 2008. This abandonment is not intended to affect any other interest that the City may have in the real property described in that document 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 \_\_\_\_\_, 2020.

City of Chandler, an Arizona municipal  
Corporation

By: \_\_\_\_\_  
Mayor Kevin Hartke

STATE OF ARIZONA     )  
                                  ) ss  
County of Maricopa    )

Acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by Kevin Hartke,  
Mayor of the City of Chandler.

My commission expires:

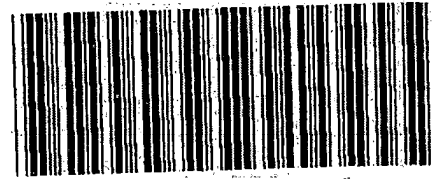
\_\_\_\_\_  
Notary Public

APPROVED AS TO FORM:

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

When recorded mail to:

RETURN TO  
HELP



OFFICIAL RECORDS OF  
MARICOPA COUNTY RECORDER  
HELEN PURCELL

2008-0778618 09/08/08 04:42 PM

1 OF 3

BROWN

Name:

Address:

City/State/Zip:

this area reserved for county recorder.

CAPTION HEADING:

DO NOT REMOVE

This is part of the official document.

1 James R. Cairns (#010177)  
2 Glenn A. Brockman (#004821)  
3 CHANDLER CITY ATTORNEY'S OFFICE  
4 P.O. Box 4008, MS 602  
5 Chandler, Arizona 85244-4008  
6 (480) 782-4640  
7 Attorneys for Plaintiff

AUG 26 2008

FILED 8:59 am

MICHAEL K. JEANES, Clerk  
By P. Valenzuela  
P. Valenzuela, Deputy

8 IN THE SUPERIOR COURT OF THE STATE OF ARIZONA  
9 IN AND FOR THE COUNTY OF MARICOPA

10 CITY OF CHANDLER, an Arizona municipal  
11 corporation,

Cause No.: CV2008-005320

12 Plaintiff,

13 vs.

14 FINAL ORDER IN CONDEMNATION

15 LDR-RIGGS & GILBERT, L.L.C.;  
16 MESQUITE GROVE ESTATES  
17 HOMEOWNERS ASSOCIATION;  
18 PRESLEY HOMES/ ARIZONA REGION;  
19 BANK ONE, N.A.; MARICOPA COUNTY;  
20 JOHN DOES I-X, JANE DOES I-X; ABC  
21 COMPANIES I-X; UNKNOWN OWNERS;  
22 UNKNOWN HEIRS, SUCCESSORS AND  
23 DEVISEES OF ANY OF THE ABOVE-  
24 NAMED DEFENDANTS, IF DECEASED,

25 Defendants.

In this cause Default Judgment in Condemnation was entered on July 31, 2008, and Plaintiff having deposited the additional interest amount due, pursuant to said Default Judgment in Condemnation, with the Clerk of the Court on August 5, 2008, as set forth in the Notice of Deposit Pursuant to A.R.S. § 12-1124 filed with the Court on August 7, 2008, evidencing to the Court that Plaintiff's obligation under the Default Judgment in Condemnation has been fully satisfied;

IT IS THEREFORE ORDERED, that Plaintiff, CITY OF CHANDLER, have, and it is hereby granted, a final order and decree in condemnation in connection with the Default

1 Judgment in Condemnation entered on July 31, 2008, condemning for roadway purposes a  
2 temporary drainage easement in, on, over, under, across and through that portion of the subject  
3 property described in attached Exhibit "A", and an aerial easement on, over and across that real  
4 property described in attached Exhibit "B", with use limited by the terms and conditions stated in  
5 Exhibit "C" Upon recording a copy of this Final Order of Condemnation with the County  
6 Recorder of Maricopa County, Plaintiff, CITY OF CHANDLER, shall have, and it is hereby  
7 granted, a final order and decree in condemnation condemning for roadway purposes a  
8 temporary drainage easement in, on, over, under, across and through that portion of the subject  
9 property described in attached Exhibit "A", and an aerial easement on, over and across that real  
10 property described in attached Exhibit "B", with use limited by the terms and conditions stated in  
11 Exhibit "C"

12 DONE IN OPEN COURT this 15 day of Aug, 2008.

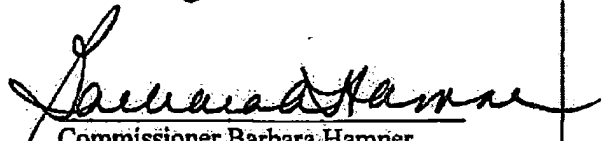
13  
14   
15 Commissioner Barbara Hamner  
16 Maricopa County Superior Court  
17  
18  
19  
20  
21  
22  
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Exhibit "A"

TEMPORARY DRAINAGE EASEMENT

RIGGS ROAD  
JN 06-0389

LEGAL DESCRIPTION

APN 304-82-247 NEW DRAINAGE EASEMENT

A PORTION OF TRACT K, MESQUITE GROVE ESTATES, ACCORDING TO BOOK 553 OF MAPS, PAGE 47, RECORDS OF MARICOPA COUNTY, ARIZONA, AND BEING LOCATED IN THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 2 SOUTH, RANGE 6 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 30;  
THENCE N89°56'19"E, ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER, A  
DISTANCE OF 374.84 FEET;  
THENCE N00°03'41"W, A DISTANCE OF 75.00 FEET TO THE POINT OF BEGINNING;  
THENCE S89°56'19"W, BEING PARALLEL WITH AND 75.00 FEET NORTH OF SAID SOUTH  
LINE, A DISTANCE OF 71.00 FEET;  
THENCE N00°00'00"W, A DISTANCE OF 71.04 FEET;  
THENCE N90°00'00"E, A DISTANCE OF 71.00 FEET;  
THENCE S00°00'00"W, A DISTANCE OF 70.96 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 5,041 SQUARE FEET OR 0.116 ACRES, MORE OR LESS.

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



## Exhibit "B"

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

## LEGAL DESCRIPTION

APN 304-82-247 NEW ELECTRIC AERIAL EASEMENT

A PORTION OF TRACT K, MESQUITE GROVE ESTATES, ACCORDING TO BOOK 553 OF MAPS, PAGE 47, RECORDS OF MARICOPA COUNTY, ARIZONA, AND BEING LOCATED IN THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 2 SOUTH, RANGE 6 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 30;  
THENCE N89°56'19"E, ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER, A  
DISTANCE OF 466.88 FEET;  
THENCE N00°03'41"W, A DISTANCE OF 60.72 FEET;  
THENCE N00°28'34"W, A DISTANCE OF 14.28 FEET TO THE POINT OF BEGINNING;  
THENCE CONTINUING N00°28'34"W ALONG SAID LINE, A DISTANCE OF 7.72 FEET;  
THENCE N89°31'28"E, A DISTANCE OF 255.12 FEET TO A POINT ON THE EAST LINE OF  
SAID TRACT K;  
THENCE S00°03'41"E, A DISTANCE OF 9.57 FEET TO THE SOUTHEAST CORNER OF SAID  
TRACT K;  
THENCE S89°56'19"W, BEING PARALLEL WITH AND 65.00 FEET NORTH OF SAID SOUTH  
LINE, A DISTANCE OF 255.06 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 2,206 SQUARE FEET OR 0.051 ACRES, MORE OR LESS.

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

## EXHIBIT "C"

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 "B" attached to this Default Judgment in Condemnation (the "Easement Property"), to construct, install, reconstruct, replace, remove, repair, operate and maintain for itself and others a line of conductors, cables, supports, and other appliances and fixtures (collectively the "Facilities"), for the transmission and distribution of electricity, and for all other purposes connected therewith, at such locations and elevations 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.

This easement is subject to the following conditions and limitations:

1. This easement is subject to all easements and encumbrances of record, other than those extinguished through this condemnation action, and is non-exclusive, *provided that* later granted easements shall be subject to Grantee's rights and uses.
2. All of the Facilities placed within the Easement Property pursuant to this instrument shall remain the property of Grantee.
3. 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.
4. 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.
5. 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.

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

7. Notwithstanding any other provision to the contrary, this easement is subject to any structure or building, or any portion thereof, which is located within the Easement Property and existing as of February 1, 2005, the date this action was filed. However, any modification, alteration or remodeling of any such structure or building, whether temporary or permanent, undertaken without the prior written consent of Grantee, that will cause the height of the structure or building to exceed 19 feet from grade shall be deemed an unreasonable interference with Grantee's right and ability to access, maintain and use its 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 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.

12. Plaintiff City of Chandler may, in its sole discretion, assign the easement rights granted herein to Salt River Project Agricultural Improvement and Power District, an agricultural improvement district organized and existing under the laws of the State of Arizona ("SRP"), for use by SRP, its agents, employees, contractors and permittees and

its and their respective successors and assigns, and, upon recording such assignment, City of Chandler shall have no further obligation, responsibility or liability, and no further rights, pursuant to or because of this easement.

# SCAN

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

Attest: 9/15 2008

MICHAEL K. JEANES, Clerk of the Superior Court of the State of Arizona, in and for the County of Maricopa.

By [Signature] Deputy