

ALTA/ACSM LAND TITLE SURVEY

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 4 NORTH, RANGE 1 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 4 NORTH, RANGE 1 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND STONE WITH "X" MARKED "1/4" ALSO BEING THE WEST QUARTER CORNER OF SAID SECTION 4, FROM WHICH A FOUND MARICOPA COUNTY BRASS CAP IN HAND HOLE ACCEPTED AS THE SOUTHWEST CORNER THEREOF BEARS SOUTH 00 DEGREES 05 MINUTES 14 SECONDS EAST A DISTANCE OF 2600.24 FEET;

THENCE ALONG THE EAST-WEST MID-SECTION LINE OF SAID SECTION 4, SOUTH 88 DEGREES 59 MINUTES 45 SECONDS EAST A DISTANCE OF 869.92 FEET TO THE CENTERLINE OF LAKE PLEASANT ROAD AND DESCRIBED IN A RECORDED SURVEY PREPARED BY TBE GROUP, INC. AS RECORDED IN BOOK 662, PAGE 37 OF MARICOPA COUNTY RECORDS;

THENCE ALONG SAID CENTERLINE, SOUTH 18 DEGREES 31 MINUTES 05 SECONDS WEST A DISTANCE OF 2152.38 FEET TO A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 3819.72 FEET, CENTER OF WHICH BEARS SOUTH 71 DEGREES 28 MINUTES 55 SECONDS EAST;

THENCE CONTINUING ALONG CENTERLINE AND ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 05 DEGREES 54 MINUTES 41 SECONDS AN ARC LENGTH OF 394.09 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 2750.00 FEET, THE CENTER OF WHICH BEARS NORTH 06 DEGREES 47 MINUTES 34 SECONDS WEST;

THENCE LEAVING SAID CENTERLINE AND ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01 DEGREES 36 MINUTES 53 SECONDS AN ARC LENGTH OF 77.50 FEET TO THE WEST LINE OF SAID SECTION 4;

THENCE ALONG SAID WEST LINE, NORTH 00 DEGREES 05 MINUTES 14 SECONDS WEST A DISTANCE OF 2425.40 FEET TO THE **POINT OF BEGINNING**.

SCHEDULE 'B' - EXCEPTIONS

- | | | |
|---|--|--|
| 5 | RIGHT OF WAY | STATE LAND OFFICE RECORD NO. 16-105783 |
| 6 | RIGHT OF WAY FOR PUBLIC ROAD AND UNDERGROUND UTILITIES | STATE LAND OFFICE RECORD NO. 16-109291
DOCUMENT NO. 2005-776404
DOCUMENT NO. 2005-984341
DOCUMENT NO. 2005-966905 |
| 7 | RIGHT OF WAY FOR PUBLIC ROAD AND UNDERGROUND UTILITIES | STATE LAND OFFICE NO. 16-108908
DOCUMENT NO. 2006-169601
DOCUMENT NO. 2006-417594
DOCUMENT NO. 2006-418440 |

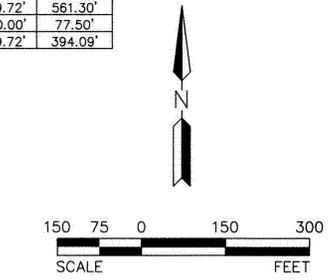
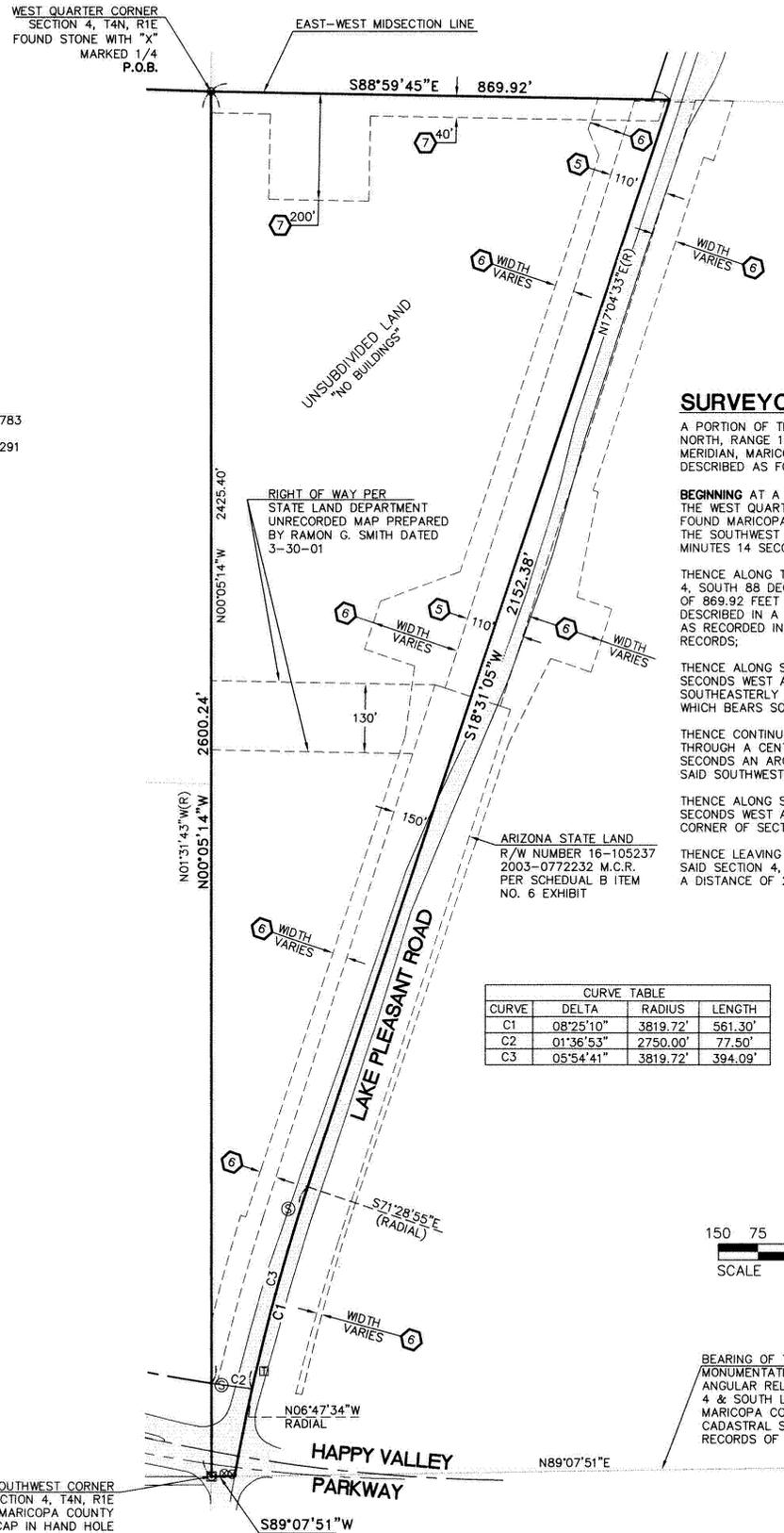
SCHEDULE 'B' - ITEMS NOT SHOWN

(ALL ITEMS LISTED AFFECT UNLESS OTHERWISE NOTED)

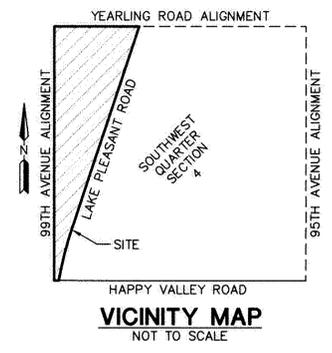
- | | | |
|----|---|---|
| 3 | RIGHT OF WAY FOR HIGHWAY (INDETERMINATE LOCATION) | DOCKET 4272, PAGE 430 |
| 4 | RIGHT OF WAY FOR PUBLIC ROAD AND ASSOCIATED DRAINAGE (INDETERMINATE LOCATION) | STATE LAND RECORD NO. 16-105237
DOCUMENT NO. 2001-923084
DOCUMENT NO. 2003-772232 |
| 8 | RIGHT OF WAY (LEASE AGREEMENT) | STATE LAND OFFICE NO. 23-100487-01 |
| 10 | THE EFFECT OF A RIGHT OF WAY FOR ROAD (PURPORTING TO SHOW) | BOOK 2 OF ROAD MAPS, PAGE 43 |
| 11 | THE EFFECT OF "ROAD DECLARED -ROAD FILE NO. 2189" (PURPORTING TO SHOW) | DOCKET 9807, PAGE 818
BOOK 21 OF ROAD MAPS, PAGE 20 |
| 12 | THE EFFECT OF "ROAD DECLARED -ROAD FILE NO. 5086" (PURPORTING TO SHOW) | DOCUMENT NO. 99-769318 |
| 13 | ANY ACTION THAT MAY TAKEN BY THE DEPARTMENT OF TRANSPORTATION TO ACQUIRE RIGHT OF WAY FOR STATE HIGHWAY (NOTHING TO PLOT) | DOCUMENT NO. 98-485496 |
| 14 | ALL MATTERS AS SET FORTH IN "REPAYMENT ZONE-LAKE PLEASANT PARKWAY" (FINANCIAL AGREEMENT) | DOCUMENT NO. 2005-424779 |
| 15 | MATTERS SHOWN ON SURVEY (NOTHING TO PLOT) | BOOK 662 OF MAPS, PAGE 37 |

LEGEND

- | | |
|--------|--|
| ○ | FOUND MONUMENT AS NOTED |
| ⊗ | FOUND BRASS CAP IN HAND HOLE |
| ⊙ | WATER VALVE |
| ⊕ | SEWER MANHOLE |
| ⊞ | TELEPHONE PEDESTAL |
| ▨ | ASPHALT |
| --- | BOUNDARY LINE |
| --- | EASEMENT LINE |
| P.O.C. | POINT OF COMMENCEMENT |
| P.O.B. | POINT OF BEGINNING |
| (M) | MEASURED |
| (R) | RECORD (PER SURVEY AS RECORDED IN BOOK 662, PAGE 37, M.C.R.) |
| ① | SCHEDULE B ITEM NUMBER |



BEARING OF THIS LINE NOT OBTAINED BY FIELD LOCATED MONUMENTATION, THIS LINE WAS CALCULATED BY ANGULAR RELATIONSHIP BETWEEN WEST LINE OF SECTION 4 & SOUTH LINE OF SECTION 4 AS SHOWN ON MARICOPA COUNTY GEODETIC DENSIFICATION AND CADASTRAL SURVEY, RECORDED IN BOOK 775, PAGE 37, RECORDS OF MARICOPA COUNTY, ARIZONA



TITLE REFERENCE

THIS SURVEY IS BASED UPON THE TITLE COMMITMENT PREPARED BY LAWYERS TITLE INSURANCE CORPORATION NO. 01539172, DATED MAY 15, 2006.

CMX LLC HAS RELIED SOLELY UPON THE INFORMATION CONTAINED WITHIN THE TITLE COMMITMENT AND SCHEDULE B DOCUMENTS PROVIDED BY LAWYERS TITLE INSURANCE CORPORATION AS LISTED HEREON. CMX LLC AND KIRK J. PANGUS (R.L.S.) MAKE NO STATEMENT AS TO THE ACCURACY OR COMPLETENESS OF THE SUBJECT REPORT.

BASIS OF BEARING

BASIS OF BEARING IS S89°44'57"E ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 5 BETWEEN FOUND MONUMENTS.

NOTES

- GROSS AREA IS 1,138,766 SQ. FT. OR 26.1425 ACRES. YEARLING ROAD RIGHT OF WAY IS 64,929 SQ. FT. OR 1.4906 ACRES. LAKE PLEASANT ROAD RIGHT OF WAY IS 256,081 OR 5.8788 ACRES. ACCESS RIGHT OF WAY PER STATE LAND DEPT. MAP PREPARED BY RAMMON G. SMITH DATED 3-30-01 IS 52,381 SQ. FT. OR 1.2025 ACRES. HAPPY VALLEY PARKWAY RIGHT OF WAY IS 10,164 SQ. FT. OR 0.2333 ACRES. NET AREA IS 755,211 SQ. FT. OR 17.3373 ACRES.
THE AREA FOR LAKE PLEASANT RIGHT OF WAY HAS BEEN CALCULATED TO REMOVE ANY OVERLAP FROM THE YEARLING ROAD RIGHT OF WAY AND THE ACCESS RIGHT OF WAY SO THAT THESE AREAS CAN BE ADDED TOGETHER TO PRODUCE THE OVERALL GROSS SITE AREA.
- THIS SURVEY REFLECTS ABOVE GROUND INDICATIONS OF UTILITIES. THE SURVEYOR MAKES NO GUARANTEE THAT ALL OF THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE LOCATION INDICATED, ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM THE INFORMATION PROVIDED. THE SURVEYOR HAS NOT PHYSICALLY LOCATED UNDERGROUND UTILITIES.
- DECLARATION IS MADE TO THE ORIGINAL PURCHASER OF SURVEY. IT IS NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS WITHOUT WRITTEN PERMISSION OF THE SURVEYOR.
- THIS SURVEY IS VALID ONLY WHEN BEARING SEAL AND SIGNATURE OF SURVEYOR.
- NOTE DISTANCE 3819.72' AS SHOWN IN THE LEGAL DESCRIPTION HAS BEEN REVISED DUE TO TYPO, THE TITLE COMMITMENT SHOWS A DISTANCE OF 3819'.

SURVEYOR'S CERTIFICATION:

- TO:
- THE STATE OF ARIZONA BY AND THROUGH IT'S STATE LAND DEPARTMENT
- LAWYERS TITLE INSURANCE CORPORATION

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH "MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS", JOINTLY ESTABLISHED AND ADOPTED BY ALTA, ACSM AND NSPS IN 2005 AND INCLUDES ITEMS 1, 2, 4, 8, AND 11(g) OF TABLE A THEREOF, PURSUANT TO THE ACCURACY STANDARDS AS ADOPTED BY ALTA AND NSPS AND IN EFFECT ON THE DATE OF THIS CERTIFICATION, UNDERSIGNED FURTHER CERTIFIES THAT IN MY PROFESSIONAL OPINION, AS A LAND SURVEYOR REGISTERED IN THE STATE OF ARIZONA, THE RELATIVE POSITIONAL ACCURACY OF THIS SURVEY DOES NOT EXCEED THAT WHICH IS SPECIFIED THEREIN.

KIRK J. PANGUS
RLS# 19344
CMX, L.L.C.
7740 NORTH 16TH STREET
SUITE 100
PHOENIX, ARIZONA 85020
PHONE: (602) 567-1900



NOTE:
A.R.S. 32-151 STATES THAT THE USE OF THE WORD "CERTIFY" OR "CERTIFICATION" BY A PERSON OR FIRM THAT IS REGISTERED OR CERTIFIED BY THE BOARD IS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING FACTS OR FINDINGS THAT ARE SUBJECT OF THE CERTIFICATION AND DOES NOT CONSTITUTE AN EXPRESS OR IMPLIED WARRANTY OR GUARANTEE.

ENGINEERS • PLANNERS • LANDSCAPE ARCHITECTS • SURVEYORS • CONSTRUCTION MANAGERS

7740 N. 16TH ST. STE. 100
PHOENIX, AZ 85020
PHONE: (602) 567-1900
FAX: (602) 567-1901
www.cmxllc.com

STATE LAND PARCEL

NWC LAKE PLEASANT RD. & HAPPY VALLEY RD.
PEORIA, ARIZONA

ALTA/ACSM LAND TITLE SURVEY

CMX PROJ: 7209
DESIGNED: CMX
REV: 12-27-05 ADD ADDITIONAL AREAS
06-29-06 REVISED BOUNDARY

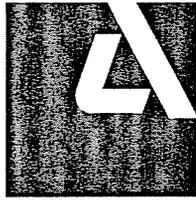
DATE: 12/22/05
SCALE: AS SHOWN
DRAWN: JDL/KM
APPROVED: KJP

DWC. NO.

SV-1

SHT. 1 OF 1

07-17-06 UPDATE PER TITLE COMMITMENT



LandAmerica

Schedule B's

Order # 1539172
Exceptions # 3
Schedule B – Section II

R/W No. 3103

BEST COPY POSSIBLE

RIGHT OF WAY

THIS INDENTURE made and entered into this 3rd day of July

19 62, by and between the State of Arizona, hereinafter called the Grantor, and

MARICOPA COUNTY BOARD OF SUPERVISORS

of Phoenix, State of Arizona, hereinafter called the Grantee,

WITNESSETH, that pursuant to the authority vested in the State Land Commissioner, the Grantee is hereby granted a Right of Way on, over and across the State lands hereinafter described under the Provisions of Article 10, Section 37-461, Arizona Revised Statutes.

The granting of said Right of Way is predicated upon an application duly filed by the Grantee and approved by the Governor of the State of Arizona, together with an alignment map showing the definite location and establishing the width and acreage of said Right of Way, both of which are made and become a part of this permit.

It is understood and agreed by Grantee that the State land covered by said Right of Way will be used for no purpose other than the location, construction, operation and maintenance of a highway on, over and across these State lands running miles and/or containing 24.67 acres, more or less, and extending a width of 27.50 feet on each side of the center line.

TO HAVE AND TO HOLD the same as used for a County highway, but subject to the conditions and reservations herein set forth.

IT IS UNDERSTOOD AND AGREED that:

1. The Grantee shall not sublet or assign the Right of Way herein granted, or any part thereof, without the written consent of Grantor first obtained, nor shall Grantee grant any franchise, permit or other Right of Way on the lands described herein, or any part thereof.
2. The Grantor reserves the right to grant easements and Rights of Way for public utilities and other purposes over and across State lands described herein, subject to the approval of the Grantee.
3. The Grantor also reserves the right, as provided by law, to grant to the United States Rights of Way and easements over, across or upon the lands embraced in this permit for canals, reservoirs, dams, power or irrigation plants or works, railroads, tramways, transmission lines or other purposes for irrigation works in connection with any Federal Government reclamation project.
4. The Grantee will not permit any loss, nor commit or cause any waste in, to or upon said land; nor cut or remove nor allow to be cut or removed any timber or standing trees that may be upon said land, save and except only such as may be necessary for the improvements of said land, (and then only with the written consent of the State Land Commissioner) or for fuel for the domestic use of said Grantee; provided that nothing herein contained shall be construed to permit the cutting of saw timber for any purpose.
5. The Grantor excepts and reserves out of the grant hereby made all oil, gases, coal, ores, limestone, minerals, fossils, and fertilizer of every name and description that may be found in, or upon the land described herein, or any part thereof; and the lands herein described are subject to the execution by Grantor of drilling permits and leases for the purpose of prospecting for, and the extraction of oil, gases, coal, ores, limestone, minerals, fossils and fertilizers as provided by law.

6. The said Grantee shall give Grantor notice in writing of the abandonment of said premises or termination of these presents, and upon receipt of such notice, or upon evidence of abandonment of said highway by nonuse, this lease shall be cancelled.

Description of land leased contained in Lease Supplement attached hereto and made a part hereof.

STATE LAND DEPARTMENT

PHOENIX, ARIZONA

LEASE SUPPLEMENT

MARICOPA COUNTY BOARD
OF SUPERVISORS RW AGT
PHOENIX ARIZONA

9	3103
LEASE OR RECEIPT NO.	

ACCOUNT NO.		DESCRIPTION	SEC.	TWP.	RANGE	ACREAGE
UND.	SUB.					
30		THRU SW	4	4	1 N	334
30		THRU S2S2	2	4	2 N	655
46		THRU S2S2	3	4	2 N	655
30		THRU SESE	4	4	2 N	167
30		THRU S2S2	5	4	2 N	668
30		THRU SE°	6	4	2 N	334
53		THRU N2N2	11	4	2 N	654
						3467*

04/19/75 431

APPROVED: *[Signature]* 8-20-62
 SIGNATURE OF LESSEE: MARICOPA COUNTY ENGINEER
 STATE LAND COMMISSIONER: *[Signature]* DATE: 8/20/62
 ACTING LESSEE

NOW, THEREFORE, in accordance with the Provisions of Section 17-461, Article 10, Arizona Revised Statutes, and agreeable to the conditions heretofore set forth, the Grantee herein is authorized to locate, construct, operate and maintain said Right of Way on, over and across the State lands described herein.

IN WITNESS WHEREOF, the said Grantor has caused these presents to be signed in duplicate by said Grantor, at Phoenix, Arizona, on the date and year first above written, and the said Grantee has caused these presents to be executed by its duly authorized officer at the place and on the date and year as set forth herein.



STATE OF ARIZONA, GRANTOR

By: Obed W. Ross
State Land Commissioner

By: W. M. Smith
Acting Deputy State Land Commissioner

Signed in the County of Maricopa State of Arizona, on this 17th day of August 1962.

MARICOPA COUNTY BOARD OF SUPERVISORS
GRANTEE

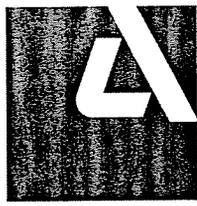
By: Samuel F. Sanford
County Engineer
TITLE

A-81-1
3-6-59
V

STATE OF ARIZONA, County of Maricopa, ss.
I do hereby certify that the within instrument was filed and recorded at request of _____ at _____ M. Docket 4275

1962 SEP 4 10 21 130 431 437
Page _____
WITNESS my hand and official seal this day and year first above written
N. C. KELLY MOORE, County Recorder.
By: Obed W. Ross Deputy

06-MSC 154181



LandAmerica

Schedule B's

Order # 1539172
Exceptions # 4
Schedule B – Section II

STATE LAND DEPARTMENT
STATE OF ARIZONA

AMENDMENT TO RIGHT OF WAY

Project No.: 68840 Estrella
Roadway, Phase 2 (Reems Rd.
to Lake Pleasant Rd.)

NO. 16-105237

Item No.: X-0250, X-0263
X-0273 (LS)

The Right of Way between the State of Arizona, Grantor, and _____
MARICOPA COUNTY

Grantee, by mutual consent, has been amended as follows:

11.83 acres described as M&B thru E2SENESE SESE in Section 1 have been added; AND
1.00 acre described as M&B thru W2NWNENE E2NENWNE in Section 12 has been added and 1.41 acres described as M&B thru SWNE for TCE in Section 12 has been deleted; both Sections in Township 4 North, Range 1 West have been amended as requested.

This Right of Way Amendment, when executed by the State Land Commissioner (Grantor) and the above mentioned Grantee and is affixed to the original Right of Way, shall be in full force and effect. All other terms and conditions of the Right of Way shall remain in full force and effect.

IN WITNESS HEREOF, the parties hereto have signed this Document effective the day and year set forth below.

STATE OF ARIZONA, GRANTOR
Arizona State Land Commissioner

MARICOPA COUNTY

GRANTEE

By: Leila J. Wilhelm 5/13/03
Date

[Signature] Date 4/10/03
BY CHAIRMAN Date 03/19/03

BOARD OF SUPERVISORS

(SEAL)

2901 W. DURANGO STREET

Address

PHOENIX AZ 85009
City State Zip

STATE LAND DEPARTMENT
STATE OF ARIZONA

AMENDMENT TO RIGHT OF WAY

NO. 16-105237

Project No. 68840 - Estrella Roadway
Phase II (Reems RD to Lake Pleasant RD)
Item No: X-0250 (CB)

The Right of Way between the State of Arizona, Grantor, and _____

MARICOPA COUNTY,

Grantee, by mutual consent, has been amended as follows:

.46 acres described as M&B thru W2SW in Section 4, Township 4 North, Range 1 East have been deleted. 1.20 acres described as M&B thru W2SW in Section 4, Township 4 North, Range 1 East have been added as requested.

This Right of Way Amendment, when executed by the State Land Commissioner (Grantor) and the above mentioned Grantee and is affixed to the original Right of Way, shall be in full force and effect. All other terms and conditions of the Right of Way shall remain in full force and effect.

IN WITNESS HEREOF, the parties hereto have signed this Document effective the day and year set forth below.

STATE OF ARIZONA, GRANTOR
Arizona State Land Commissioner

By: [Signature]
Date 9/21/01

(SEAL)

MARICOPA COUNTY

GRANTEE

Date

By: [Signature]

9/5/01

GRANTEE

Date

Chairman of the Board

2901 W. Durango Street

Address

Phoenix

AZ

85009

City

State

Zip



**STATE LAND DEPARTMENT
STATE OF ARIZONA**

**RIGHT-OF-WAY
SOLD AT PUBLIC AUCTION**

Project No: 68840 Estrella
Roadway, Phase 2 (Reems Rd.
to Lake Pleasant Rd.)
Item Nos: X-0250, X-00263
X-0273, X-0273(CB)

R/W No. 16-105237

THIS INDENTURE, made November 3, 2000, by and between the State of Arizona, hereinafter called the Grantor, and

MARICOPA COUNTY,
hereinafter called the Grantee.

WITNESSETH, that in accordance with the provisions of A.R.S. § 37-461, the Grantee herein has filed with the State Land Commissioner an application for a right-of-way for the purpose of constructing, operating, and maintaining

a public road and associated drainage

WHEREAS, the said map and field notes thereon have been adopted by the Grantee herein as the line of definite location of the aforesaid Right-of-Way, and which said right-of-way map is herein referred to and made a part hereof as fully as though set out herein, and

WHEREAS, it is understood and agreed by the Grantee herein that, as a condition precedent to the granting of the Right-of-Way applied for, the land covered by the said Right-of-Way shall be used for no purpose other than the location, construction and maintenance of said Right-of-Way over and across the following State lands, to-wit described in Appendix A.

TO HAVE AND TO HOLD the same for so long as it may be used for the purpose designated, and subject to the conditions and reservations set forth herein.



IT IS UNDERSTOOD AND AGREED that in case the necessity for the Right-of-Way shall no longer exist, or the Grantee should abandon or fail to use the same, then this grant shall become void, and the right to use the land and all the rights granted hereunder shall revert to the State of Arizona, whereupon the Grantee agrees to execute and deliver a complete release of all right, title and interest therein.

This grant is, and shall be binding upon the said Grantee, his successors and assigns.

IT IS FURTHER UNDERSTOOD AND AGREED that this Right-of-Way conveys no fee to the land described herein and no rights to any of the minerals, oil, gas, coal, natural products, etc., in said land and the State of Arizona reserves the right to grant mineral and/or oil and gas leases upon said land.

IT IS FURTHER UNDERSTOOD AND AGREED that the said Grantee shall not fence the said Right-of-Way, nor exclude from the use of the surface thereof the State of Arizona or its lessees or grantees.

THE SAID GRANTOR further reserves the right to grant to others, easements and rights-of-way over and across the lands described.

NOW THEREFORE, in accordance with the provisions of A.R.S. § 37-461 and agreeable to the conditions heretofore set forth, the Grantee herein is hereby authorized to locate, construct, operate and maintain said Right-of-Way over and across the State land described herein.

Grantee agrees to indemnify, hold and save Grantor harmless against all loss, damage, liability, expense, costs and charges incident to or resulting in any way from any injuries to person or damage to property caused by Grantee or resulting from the use, condition or occupation of the land.

EASEMENT CONDITIONS

- 1. With regard to the location, construction and maintenance of the Right-of-Way:**
 - (a) Grantee shall ensure full compliance with the terms and conditions of this grant by its agents, employees and contractors (including sub-contractors of any tier), and the employees of each of them.**
 - (b) Unless clearly inapplicable, the requirements and prohibitions imposed upon Grantee by these terms and conditions are also imposed upon Grantee's agents, employees, contractors, and sub-contractors, and the employees of each of them.**

- (c) Failure or refusal of Grantee's agents, employees, contractors, sub-contractors, or their employees to comply with these terms and conditions shall be deemed to be the failure or refusal of Grantee.
 - (d) Grantee shall require its agents, contractors or sub-contractors to include these terms and conditions in all contracts and sub-contracts which are entered into by any of them, together with a provision that the other contracting party, together with its agents, employees, contractors and sub-contractors, and the employees of each of them, shall likewise be bound to comply with these terms and conditions.
2. All access roads over State land outside the Right-of-Way must be applied for and authorized in accordance with applicable regulations.
 3. No material may be removed by Grantee or its contractors without the written approval of the Commissioner.
 4. Grantee shall promptly notify the Commissioner of the amount of flora, if any, which will be cut, removed, or destroyed in the construction and maintenance of the project and shall pay the State Land Department such sum of money as the Commissioner may determine to be the full value of the flora to be so cut, removed or destroyed. Grantee shall notify the State Land Department and the Arizona Department of Agriculture 30 days prior to any destruction or removal of native plants to allow salvage of those plants where possible.
 5. Grantee shall conduct all construction and maintenance activities in a manner that will minimize disturbance to all land values including, but not limited to vegetation, drainage channels, and streambanks. Construction methods shall be designed to prevent degradation of soil conditions in areas where such degradation would result in detrimental erosion or subsidence. Grantee shall take such other soil and resource conservation and protection measures on the land under grant as determined necessary by the State Land Department.
 6. Grantee shall be required, upon completion of right-of-way construction, to make such rehabilitation measures on the State lands, including, but not limited to, restoration of the surface, revegetation, and fencing as determined necessary by the State Land Department.
 7. Upon termination of the Right-of-Way, the Grantee shall remove all equipment or facilities and, so far as is reasonably possible, restore and/or rehabilitate the land to its original condition, to the satisfaction of the Commissioner.

8. **Costs incurred by the Grantee in complying with restoration and rehabilitation requirements as determined by the State Land Department on State trust lands shall be borne by the Grantee.**
9. **Prior to surface disturbance, the Grantee hereof shall provide evidence of archaeological clearance to the Arizona State Land Department. Archaeological surveys and site mitigation must be conducted in accordance with rules and regulations promulgated by the Director, Arizona State Museum. In the event additional archaeological resources are detected by Grantee after receipt of archaeological clearance, all work shall cease and notification shall be given to the Director, Arizona State Museum.**
10. **THIS DOCUMENT is submitted for examination and shall have no binding effect on the parties unless and until executed by the Grantor (after execution by the Grantee), and a fully executed copy is delivered to the Grantee.**
11. **IN THE EVENT OF A DISPUTE between the parties to this Agreement, it is agreed to use arbitration to resolve the dispute but only to the extent required by A.R.S. § 12-1518; and, in no event shall arbitration be employed to resolve a dispute which is otherwise subject to administrative review by the Department pursuant to statute or Department Administrative Rule.**
12. **Grantor reserves the right to relinquish to the United States pursuant to the U.S. Act of August 30, 1890, land needed for irrigation works in connection with a government reclamation project.**
13. **Notice of authority to cancel this contract:**

This contract is subject to cancellation pursuant to A.R.S. § 38-511.
14. **Native Plant Law:**

If the removal of plants protected under the Arizona Native Plant Law is necessary to enjoy the privilege of this Document, the Grantee hereunder must previously acquire the written permission of the Arizona State Land Department and the Arizona Department of Agriculture to remove those plants.
15. **The State of Arizona, through its State Land Department, retains ownership of the land. The use of this Right-of-Way is to be non-exclusive. This easement is sold SUBJECT to existing reservations, easements or rights-of-way heretofore legally obtained and now in full force and effect.**

16. The Department does not represent or warrant that access exists over other State lands which intervene respectively between this Right-of-Way easement and the nearest public roadway.
17. SUBJECT to the express condition that when the lands cease to be put to the stated purpose, said easement shall cease and terminate. Said termination shall be effected through judicial proceedings instituted by or on behalf of any officer or employee of the State of Arizona in a court of general jurisdiction of the State.
18. Grantee shall adhere to all applicable rules, regulations, ordinances and building codes as promulgated by local jurisdiction and any applicable agencies.
19. Grantee shall not exclude from use of State of Arizona, its lessees or grantees, or the general public the right of ingress and egress over this roadway.
20. Grantee shall acquire any necessary permits from the Arizona Department of Transportation and/or the County Highway Department prior to construction.

Within 30 days of project completion, Grantee shall submit a completed certificate of construction. (Copy Attached)

ENVIRONMENTAL INDEMNITY

Grantee shall protect, defend, indemnify and hold harmless the Grantor from and against all liabilities, costs, charges and expenses, including attorneys' fees and court costs arising out of or related to the presence of or existence of any substance regulated under any applicable federal, state or local environmental laws, regulations, ordinances or amendments thereto because of: (a) any substance that came to be located on the Right-of-Way due to Grantee's use or occupancy of the lands by the Grantee before or after the issuance of the Right-of-Way; or (b) any release, threatened release or escape of any substance in, on, under or from said Right-of-Way that is caused, in whole or in part, by any conduct, actions or negligence of the Grantee, regardless of when such substance came to be located on the Right-of-Way.

For the purposes of this Right-of-Way, the term "regulated substances" shall include substances defined as "regulated substances", "hazardous waste", hazardous substances", "hazardous materials", "toxic substances" or "pesticides" in the Resource Conservation and Recovery Act, as amended by the Hazardous and Solid Waste Amendments of 1984, the Comprehensive Environmental Response, Compensation and Liability Act, the Hazardous Materials Transportation Act, the Toxic Substance Control Act, the Federal Insecticide, Fungicide and Rodenticide Act, the relevant local and state environmental laws, and the regulations, rules and ordinances adopted and publications promulgated pursuant to the local, state and federal laws. This indemnification shall include, without limitation, claims or damages arising out of any violations of applicable environmental laws, regulations, ordinances or subdivisions thereof, regardless of any real or alleged strict liability on the part of Grantor. This environmental indemnity shall survive the expiration or termination of this Right-of-Way and/or any transfer of all or any portion of the Premises and shall be governed by the laws of the State of Arizona.

In the event any such action or claim is brought or asserted against the Grantor, the Grantee shall have the right, subject to the right of the Grantor to make all final decisions with respect to Grantor's liability for claims or damages, (i) to participate with Grantor in the conduct of any further required cleanup, removal or remedial actions and/or negotiation and defense of any claim indemnifiable under this environmental indemnity provision, having reasonable regard to the continuing conduct of the operation/business located on the Premises and (ii) to participate with the Grantor in negotiating and finalizing any agreement or settlement with respect to any such claim or cleanup.

STATE OF ARIZONA LAND DEPARTMENT
 1616 W. ADAMS
 PHOENIX, AZ 85007

RUN DATE: 14-AUG-2001
 RUN TIME: 13:31:06
 PAGE: 001

KE-LEASE#: 016-105237-00-001 APPTYPE: AMENDMENT
 ADMENDMENT#: 0

<u>LAND#</u>	<u>LEGAL DESCRIPTION</u>	<u>AUS</u>	<u>ACREAGE</u>
04.0-N-01.0-E-04-07-031-9003	M&B THRU W2SW	0.00	8.140
04.0-N-01.0-E-06-07-151-9002	M&B THRU N2N2SWSE	0.00	8.700
04.0-N-01.0-W-01-07-031-9007	M&B THRU SESE Add 11.83 AC new legal desc.	0.00	8.420 20.25
04.0-N-01.0-W-11-07-031-9004	M&B THRU S2	0.00	41.390
04.0-N-01.0-W-12-07-031-9005	M&B THRU NE (ROW= 21.29 ²⁹ AC) Add 1.00 AC + correct Row AC M&B THRU SWNE (TCE= 1.41 AC) delete	0.00	22.800 22.59
TOTALS:		0.00	89.450 100.87

RELEASE 016-105237-00-000
AMENDMENT NUMBER 0

LAND#	LEGAL DESCRIPTION	C.C.	ACREAGE
04.0-N-01.0-E-04-07-031-9002	M&B THRU W2SW	8.14	7.400
04.0-N-01.0-E-06-07-151-9002	M&B THRU N2N2SWSE		8.700
04.0-N-01.0-W-01-07-031-9007	M&B THRU SESE		8.420
04.0-N-01.0-W-11-07-031-9004	M&B THRU S2		41.390
04.0-N-01.0-W-12-07-031-9005	M&B THRU NE (ROW= 21.29 AC) M&B THRU SWNE (TCE= 1.41 AC)	50.810	22.800
Totals			88.710

per Amendment dated 1/30/01 89.45

ADDITIONAL CONDITIONS

16-105237

Grantee agrees to install a cattleguard where the road enters Section 11, Township 4N, Range 1W on the east side.

IN WITNESS HEREOF, the parties hereto have signed this Document effective the day and year set forth previously herein.

STATE OF ARIZONA, GRANTOR
Arizona State Land Commissioner

By: *Leila G. Wilhelm* 12/29/00
Date

(SEAL)

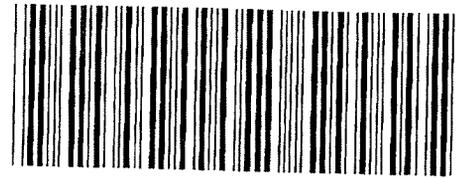
✓ MARICOPA COUNTY ✓
GRANTEE Date
[Signature] 12/06/2000
By Chairman, Date
Board of Supervisors

✓ 2901 W. Durango Street
Address

✓ Phoenix, AZ 85009
City State Zip

When recorded mail to:

Medolow Row B. P.L.
2901 W. Duvalway
Phoenix, AZ 85009



OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL

2001-0923084 10/04/2001

08:32 AM
1 OF 1
12/10/01

CAPTION HEADING: _____

DO NOT REMOVE

This is part of the official document.

STATE LAND DEPARTMENT
STATE OF ARIZONA

AMENDMENT TO RIGHT OF WAY

NO. 16-105237

Project No. 68840 - Estrella Roadway
Phase II (Reems RD to Lake Pleasant RD)
Item No: X-0250 (CB)

The Right of Way between the State of Arizona, Grantor, and _____

MARICOPA COUNTY

Grantee, by mutual consent, has been amended as follows:

.46 acres described as M&B thru W2SW in Section 4, Township 4 North, Range 1 East have been deleted. 1.20 acres described as M&B thru W2SW in Section 4, Township 4 North, Range 1 East have been added as requested.

This Right of Way Amendment, when executed by the State Land Commissioner (Grantor) and the above mentioned Grantee and is affixed to the original Right of Way, shall be in full force and effect. All other terms and conditions of the Right of Way shall remain in full force and effect.

IN WITNESS HEREOF, the parties hereto have signed this Document effective the day and year set forth below.

STATE OF ARIZONA, GRANTOR
Arizona State Land Commissioner

By:

Leanne Christian
9/21/01
Date

MARICOPA COUNTY

GRANTEE

Date

By:

GRANTEE

Chairman of the Board

Paul Brewer

9/5/01
Date

(SEAL)

2901 W. Durango Street

Address

Phoenix

AZ

85009

City

State

Zip

#4-R/W 9/92

STATE OF ARIZONA LAND DEPARTMENT
 1616 W. ADAMS
 PHOENIX, AZ 85007

RUN DATE: 14-AUG-2001
 RUN TIME: 13:31:06
 PAGE: 001

KE-LEASE#: 016-105237-00-001 APPTYPE: AMENDMENT
 ADMENDMENT#: 0

<u>LAND#</u>	<u>LEGAL DESCRIPTION</u>	<u>AUS</u>	<u>ACREAGE</u>
04.0-N-01.0-E-04-07-031-9003	M&B THRU W2SW	0.00	8.140
04.0-N-01.0-E-06-07-151-9002	M&B THRU N2N2SWSE	0.00	8.700
04.0-N-01.0-W-01-07-031-9007	M&B THRU SESE	0.00	8.420
04.0-N-01.0-W-11-07-031-9004	M&B THRU S2	0.00	41.390
04.0-N-01.0-W-12-07-031-9005	M&B THRU NE (ROW= 21.29 AC) M&B THRU SWNE (TCE= 1.41 AC)	0.00	22.800
TOTALS:		0.00	89.450

Appendix A
 Page 1 of 1



OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
2003-0772232 06/16/03 10:29
1 OF 1

PALUMBOR

WHEN RECORDED RETURN TO:
Maricopa County Department of Transportation
Public Works Lands and Right-of-Way Division
2901 West Durango Street
Phoenix, Arizona 85009

(LS) Project No: 68840
Item No: X-0250, X-0263, X-0273
Estrella Roadway Ph II
(Reems Rd to Lake Pleasant Rd)

STATE LAND DEPARTMENT
STATE OF ARIZONA

CAPTION HEADING: AMENDMENT TO RIGHT OF WAY

NO. 16-105237

DO NOT REMOVE
THIS IS PART OF THE OFFICIAL DOCUMENT

3

20030772232

STATE LAND DEPARTMENT
STATE OF ARIZONA

AMENDMENT TO RIGHT OF WAY

NO. 16-105237

Project No.: 68840 Estrella
Roadway, Phase 2 (Reems Rd.
to Lake Pleasant Rd.)

Item No.: X-0250, X-0263
X-0273 (LS)

The Right of Way between the State of Arizona, Grantor, and _____
MARICOPA COUNTY,
Grantee, by mutual consent, has been amended as follows:

11.83 acres described as M&B thru E2SENESE SESE in Section 1 have been added; AND
1.00 acre described as M&B thru W2NWNENE E2NENWNE in Section 12 has been added and 1.41 acres described as M&B thru SWNE for TCE in Section 12 has been deleted; both Sections in Township 4 North, Range 1 West have been amended as requested.

This Right of Way Amendment, when executed by the State Land Commissioner (Grantor) and the above mentioned Grantee and is affixed to the original Right of Way, shall be in full force and effect. All other terms and conditions of the Right of Way shall remain in full force and effect.

IN WITNESS HEREOF, the parties hereto have signed this Document effective the day and year set forth below.

STATE OF ARIZONA, GRANTOR
Arizona State Land Commissioner

By: Leila J. Wilhelm 5/13/03
Date

(SEAL)

MARICOPA COUNTY

GRANTED

Milton Bues 4/10/03
BY CHAIRMAN Date 02/19/03

BOARD OF SUPERVISORS

2901 W. DURANGO STREET

Address

PHOENIX AZ 85009

City State Zip

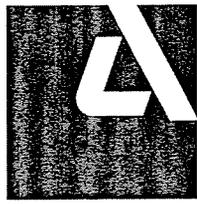
#4-R/W 9/92

STATE OF ARIZONA LAND DEPARTMENT
 1616 W. ADAMS
 PHOENIX, AZ 85007

RUN DATE: 19-FEB-2003
 RUN TIME: 15:23:11
 PAGE: 001

KE-LEASE#: 016-105237-00-002 APPTYPE: AMENDMENT
 AMENDMENT#: 0

<u>LAND#</u>	<u>LEGAL DESCRIPTION</u>	<u>AUS</u>	<u>ACREAGE</u>
04.0-N-01.0-E-04-07-031-9003	M&B THRU W2SW	0.00	8.140
04.0-N-01.0-E-06-07-151-9002	M&B THRU N2N2SWSE	0.00	8.700
04.0-N-01.0-W-01-07-031-9007	M&B THRU E2SENESE SESE	0.00	20.250
04.0-N-01.0-W-11-07-031-9004	M&B THRU S2	0.00	41.390
04.0-N-01.0-W-12-07-031-9005	M&B THRU NE	0.00	22.390
TOTALS:		0.00	100.870



LandAmerica

Schedule B's

Order # 1539172
Exceptions # 5
Schedule B – Section II

STATE LAND DEPARTMENT
STATE OF ARIZONA

AMENDMENT TO RIGHT OF WAY

NO. 16-105783

The Right of Way between the State of Arizona, Grantor, and _____

CITY OF PEORIA

Grantee, by mutual consent, has been amended as follows:

2.98 acres described as M&B thru NWSW in Section 4, Township 4 North, Range 1 East, .45 acres described as M&B thru S2SENESE in Section 8, Township 4 North, Range 1 East have been added as requested.

This Right of Way Amendment, when executed by the State Land Commissioner (Grantor) and the above mentioned Grantee and is affixed to the original Right of Way, shall be in full force and effect. All other terms and conditions of the Right of Way shall remain in full force and effect.

IN WITNESS HEREOF, the parties hereto have signed this Document effective the day and year set forth below.

STATE OF ARIZONA, GRANTOR
Arizona State Land Commissioner

By: _____

Date

William J. Mattingly 07-22-2002
GRANTEE William J. Mattingly Date
Civil Engineering Manager

GRANTEE _____

Date

(SEAL)

8401 W Monroe Street
Address

Peoria AZ 85345
City State Zip

**STATE LAND DEPARTMENT
STATE OF ARIZONA**

RIGHT-OF-WAY

R/W No. 16 - 105783

THIS INDENTURE, made June 15, 2001, by and between the State of Arizona, hereinafter called the Grantor, and

CITY OF PEORIA,
hereinafter called the Grantee.

WITNESSETH, that in accordance with the provisions of A.R.S. § 37-461, the Grantee herein has filed with the State Land Commissioner an application for a right-of-way for the purpose of constructing, operating, and maintaining

a public road, water booster station and underground utilities

WHEREAS, the said map and field notes thereon have been adopted by the Grantee herein as the line of definite location of the aforesaid Right-of-Way, and which said right-of-way map is herein referred to and made a part hereof as fully as though set out herein, and

WHEREAS, it is understood and agreed by the Grantee herein that, as a condition precedent to the granting of the Right-of-Way applied for, the land covered by the said Right-of-Way shall be used for no purpose other than the location, construction and maintenance of said Right-of-Way over and across the following State lands, to-wit described in Appendix A.

TO HAVE AND TO HOLD the same for so long as it may be used for the purpose designated, and subject to the conditions and reservations set forth herein.

IT IS UNDERSTOOD AND AGREED that in case the necessity for the Right-of-Way shall no longer exist, or the Grantee should abandon or fail to use the same, then this grant shall become void, and the right to use the land and all the rights granted hereunder shall revert to the State of Arizona, whereupon the Grantee agrees to execute and deliver a complete release of all right, title and interest therein.

This grant is, and shall be binding upon the said Grantee, his successors and assigns.

IT IS FURTHER UNDERSTOOD AND AGREED that this Right-of-Way conveys no fee to the land described herein and no rights to any of the minerals, oil, gas, coal, natural products, etc., in said land and the State of Arizona reserves the right to grant mineral and/or oil and gas leases upon said land.

IT IS FURTHER UNDERSTOOD AND AGREED that the said Grantee shall not fence the said Right-of-Way, nor exclude from the use of the surface thereof the State of Arizona or its lessees or grantees.

THE SAID GRANTOR further reserves the right to grant to others, easements and rights-of-way over and across the lands described.

NOW THEREFORE, in accordance with the provisions of A.R.S. § 37-461 and agreeable to the conditions heretofore set forth, the Grantee herein is hereby authorized to locate, construct, operate and maintain said Right-of-Way over and across the State land described herein.

Grantee agrees to indemnify, hold and save Grantor harmless against all loss, damage, liability, expense, costs and charges incident to or resulting in any way from any injuries to person or damage to property caused by Grantee or resulting from the use, condition or occupation of the land.

EASEMENT CONDITIONS

- 1. With regard to the location, construction and maintenance of the Right-of-Way:**
 - (a) Grantee shall ensure full compliance with the terms and conditions of this grant by its agents, employees and contractors (including sub-contractors of any tier), and the employees of each of them.**
 - (b) Unless clearly inapplicable, the requirements and prohibitions imposed upon Grantee by these terms and conditions are also imposed upon Grantee's agents, employees, contractors, and sub-contractors, and the employees of each of them.**

- (c) Failure or refusal of Grantee's agents, employees, contractors, sub-contractors, or their employees to comply with these terms and conditions shall be deemed to be the failure or refusal of Grantee.
 - (d) Grantee shall require its agents, contractors or sub-contractors to include these terms and conditions in all contracts and sub-contracts which are entered into by any of them, together with a provision that the other contracting party, together with its agents, employees, contractors and sub-contractors, and the employees of each of them, shall likewise be bound to comply with these terms and conditions.
2. All access roads over State land outside the Right-of-Way must be applied for and authorized in accordance with applicable regulations.
 3. No material may be removed by Grantee or its contractors without the written approval of the Commissioner.
 4. Grantee shall promptly notify the Commissioner of the amount of flora, if any, which will be cut, removed, or destroyed in the construction and maintenance of the project and shall pay the State Land Department such sum of money as the Commissioner may determine to be the full value of the flora to be so cut, removed or destroyed. Grantee shall notify the State Land Department and the Arizona Department of Agriculture 30 days prior to any destruction or removal of native plants to allow salvage of those plants where possible.
 5. Grantee shall conduct all construction and maintenance activities in a manner that will minimize disturbance to all land values including, but not limited to vegetation, drainage channels, and streambanks. Construction methods shall be designed to prevent degradation of soil conditions in areas where such degradation would result in detrimental erosion or subsidence. Grantee shall take such other soil and resource conservation and protection measures on the land under grant as determined necessary by the State Land Department.
 6. Grantee shall be required, upon completion of right-of-way construction, to make such rehabilitation measures on the State lands, including, but not limited to, restoration of the surface, revegetation, and fencing as determined necessary by the State Land Department.
 7. Upon termination of the Right-of-Way, the Grantee shall remove all equipment or facilities and, so far as is reasonably possible, restore and/or rehabilitate the land to its original condition, to the satisfaction of the Commissioner.

8. **Costs incurred by the Grantee in complying with restoration and rehabilitation requirements as determined by the State Land Department on State trust lands shall be borne by the Grantee.**
9. **Prior to surface disturbance, the Grantee hereof shall provide evidence of archaeological clearance to the Arizona State Land Department. Archaeological surveys and site mitigation must be conducted in accordance with rules and regulations promulgated by the Director, Arizona State Museum. In the event additional archaeological resources are detected by Grantee after receipt of archaeological clearance, all work shall cease and notification shall be given to the Director, Arizona State Museum.**
10. **THIS DOCUMENT is submitted for examination and shall have no binding effect on the parties unless and until executed by the Grantor (after execution by the Grantee), and a fully executed copy is delivered to the Grantee.**
11. **IN THE EVENT OF A DISPUTE between the parties to this Agreement, it is agreed to use arbitration to resolve the dispute but only to the extent required by A.R.S. § 12-1518; and, in no event shall arbitration be employed to resolve a dispute which is otherwise subject to administrative review by the Department pursuant to statute or Department Administrative Rule.**
12. **Grantor reserves the right to relinquish to the United States pursuant to the U.S. Act of August 30, 1890, land needed for irrigation works in connection with a government reclamation project.**
13. **Notice of authority to cancel this contract:**

This contract is subject to cancellation pursuant to A.R.S. § 38-511.
14. **Native Plant Law:**

If the removal of plants protected under the Arizona Native Plant Law is necessary to enjoy the privilege of this Document, the Grantee hereunder must previously acquire the written permission of the Arizona State Land Department and the Arizona Department of Agriculture to remove those plants.
15. **The State of Arizona, through its State Land Department, retains ownership of the land. The use of this Right-of-Way is to be non-exclusive. This easement is sold SUBJECT to existing reservations, easements or rights-of-way heretofore legally obtained and now in full force and effect.**

16. The Department does not represent or warrant that access exists over other State lands which intervene respectively between this Right-of-Way easement and the nearest public roadway.
17. SUBJECT to the express condition that when the lands cease to be put to the stated purpose, said easement shall cease and terminate. Said termination shall be effected through judicial proceedings instituted by or on behalf of any officer or employee of the State of Arizona in a court of general jurisdiction of the State.
18. Grantee shall adhere to all applicable rules, regulations, ordinances and building codes as promulgated by local jurisdiction and any applicable agencies.
19. Grantee shall not exclude from use of State of Arizona, its lessees or grantees, or the general public the right of ingress and egress over this roadway.
20. Grantee shall acquire any necessary permits from the Arizona Department of Transportation and/or the County Highway Department prior to construction.

Within 30 days of project completion, Grantee shall submit a completed certificate of construction. (Copy Attached)

ENVIRONMENTAL INDEMNITY

Grantee shall protect, defend, indemnify and hold harmless the Grantor from and against all liabilities, costs, charges and expenses, including attorneys' fees and court costs arising out of or related to the presence of or existence of any substance regulated under any applicable federal, state or local environmental laws, regulations, ordinances or amendments thereto because of: (a) any substance that came to be located on the Right-of-Way due to Grantee's use or occupancy of the lands by the Grantee before or after the issuance of the Right-of-Way; or (b) any release, threatened release or escape of any substance in, on, under or from said Right-of-Way that is caused, in whole or in part, by any conduct, actions or negligence of the Grantee, regardless of when such substance came to be located on the Right-of-Way.

For the purposes of this Right-of-Way, the term "regulated substances" shall include substances defined as "regulated substances", "hazardous waste", hazardous substances", "hazardous materials", "toxic substances" or "pesticides" in the Resource Conservation and Recovery Act, as amended by the Hazardous and Solid Waste Amendments of 1984, the Comprehensive Environmental Response, Compensation and Liability Act, the Hazardous Materials Transportation Act, the Toxic Substance Control Act, the Federal Insecticide, Fungicide and Rodenticide Act, the relevant local and state environmental laws, and the regulations, rules and ordinances adopted and publications promulgated pursuant to the local, state and federal laws. This indemnification shall include, without limitation, claims or damages arising out of any violations of applicable environmental laws, regulations, ordinances or subdivisions thereof, regardless of any real or alleged strict liability on the part of Grantor. This environmental indemnity shall survive the expiration or termination of this Right-of-Way and/or any transfer of all or any portion of the Premises and shall be governed by the laws of the State of Arizona.

In the event any such action or claim is brought or asserted against the Grantor, the Grantee shall have the right, subject to the right of the Grantor to make all final decisions with respect to Grantor's liability for claims or damages, (i) to participate with Grantor in the conduct of any further required cleanup, removal or remedial actions and/or negotiation and defense of any claim indemnifiable under this environmental indemnity provision, having reasonable regard to the continuing conduct of the operation/business located on the Premises and (ii) to participate with the Grantor in negotiating and finalizing any agreement or settlement with respect to any such claim or cleanup.

Additional Conditions
16-105783

Grantee agrees to a 100' set back for the booster station.

STATE OF ARIZONA LAND DEPARTMENT
1616 W. ADAMS
PHOENIX, AZ 85007

RUN DATE: 18-JUL-2002
RUN TIME: 13:18:57
PAGE: 001

KE-LEASE#: 016-105783-00-001 APPTYPE: AMENDMENT
AMENDMENT#: 0

<u>LAND#</u>	<u>LEGAL DESCRIPTION</u>	<u>AUS</u>	<u>ACREAGE</u>
04.0-N-01.0-E-04-07-031-9005	M&B THRU NWSW	0.00	2.980
04.0-N-01.0-E-08-07-031-9006	M&B THRU S2SENESE	0.00	0.450
04.0-N-01.0-E-17-07-046-9006	M&B THRU S 20FT TRT 14 W 55FT TRT A W 55FT TRT 12 M&B THRU NW TRT 12 STATE PLAT 43	0.00	4.690
04.0-N-01.0-E-19-07-046-9006	M&B THRU S 25FT SWNE E 25FT W2NE S 25FT OF E 25FT SENW	0.00	2.270
04.0-N-01.0-E-20-07-046-9011	M&B THRU N 35FT TRT C N 35FT OF W 55FT TRT B STATE PLAT 43	0.00	0.970
	TOTALS:	0.00	11.360

RELEASE 016-105783-00-000
AMENDMENT NUMBER 0

<u>LAND#</u>	<u>LEGAL DESCRIPTION</u>	<u>C.C.</u>	<u>ACREAGE</u>
04.0-N-01.0-E-17-07-046-9006	M&B THRU S 20FT TRT 14 W 55FT TRT A W 55FT TRT 12 M&B THRU NW TRT 12 STATE PLAT 43	0.00	4.690
04.0-N-01.0-E-19-07-046-9006	M&B THRU S 25FT SWNE E 25FT W2NE S 25FT OF E 25FT SENW	0.00	2.270
04.0-N-01.0-E-20-07-046-9011	M&B THRU N 35FT TRT C N 35FT OF W 55FT TRT B STATE PLAT 43	0.00	0.970
	Totals	0.00	7.930

*Additional Acreage per Aerial
Review 8/6/01* 11.36

IN WITNESS HEREOF, the parties hereto have signed this Document effective the day and year set forth previously herein.

STATE OF ARIZONA, GRANTOR
Arizona State Land Commissioner

By: Leila F. Wilhelm 8/1/01
Date

(SEAL)

City of Peoria 7/26/01
GRANTEE Date
[Signature] 07-26-2001
By Date
William J. Mattingly

8401 West Monroe Street, Room 250
Address

Peoria AZ 85345
City State Zip

GRANTEE'S CERTIFICATE OF CONSTRUCTION

RIGHT OF WAY NUMBER: _____

NAME OF GRANTEE: _____

DATE ISSUED: _____

PERMITTED USE: _____

LAND DEPARTMENT ADMINISTRATOR: _____

DATE CONSTRUCTION STARTED: _____

DATE CONSTRUCTION COMPLETED: _____

I hereby certify that the facilities authorized by the State Land Commissioner, were actually constructed and tested in accordance with the terms of the grant, in compliance with any required plans and specifications, and applicable Federal and State laws and regulations.

Grantee's Signature

Date

Title

Return To: Arizona State Land Department
R/W Section
1616 W. Adams
Phoenix, AZ 85007

LEGAL DESCRIPTION
FOR A PORTION OF
LAKE PLEASANT ROAD RIGHT-OF-WAY
LOCATED NORTH OF
HAPPY VALLEY ROAD

A portion of the Southwest Quarter of Section 4, Township 4 North, Range 1 East, Gila and Salt River Meridian, Maricopa County, Arizona, and being more particularly described as follows:

Commencing at the West Quarter Corner of said Section 4, Township 4 North, Range 1 East, Gila and Salt River Meridian;

Thence, South 89 degrees 46 minutes 41 seconds East, along the East-West Midsection line of said Section 4, a distance of 803.87 feet to the TRUE POINT OF BEGINNING, said point being located on the west line of the herein described LAKE PLEASANT ROAD right-of-way;

Thence, continuing South 89 degrees 46 minutes 41 seconds East, along said East-West Midsection line of said Section 4, a distance of 115.02 feet to the east line of the herein described LAKE PLEASANT ROAD right-of-way;

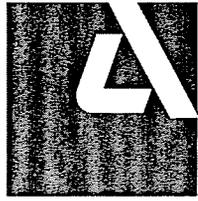
Thence South 17 degrees 12 minutes 21 seconds West, along said east line of the herein described LAKE PLEASANT ROAD right-of-way, a distance of 1196.17 feet to a point on the north line of the Arizona State Land right-of-way Number 16-105237;

Thence North 72 degrees 47 minutes 39 seconds West, along said north line of the Arizona State Land right-of-way Number 16-105237, a distance of 110.00 feet to a point on the west line of the herein described LAKE PLEASANT ROAD right-of-way;

Thence North 17 degrees 12 minutes 21 seconds East, along said west line of the herein described LAKE PLEASANT ROAD right-of-way, along a line parallel with and 110.00 feet west of the east line of the herein described LAKE PLEASANT ROAD right-of-way, a distance of 1162.57 feet to the TRUE POINT OF BEGINNING.

The above described parcel containing 129,730.69 square feet, (or 2.978 acres), more or less.





LandAmerica

Schedule B's

Order # 1539172
Exceptions # 6
Schedule B – Section II

**STATE LAND DEPARTMENT
STATE OF ARIZONA**

RIGHT-OF-WAY

R/W No. 16-109291

THIS INDENTURE, made November 19, 2004, by and between the State of Arizona, hereinafter called the Grantor, and

CITY OF PEORIA

hereinafter called the Grantee.

WITNESSETH, that in accordance with the provisions of A.R.S. § 37-461, the Grantee herein has filed with the State Land Commissioner an application for a right-of-way for the purpose of constructing, operating, and maintaining

a public roadway and underground utilities

WHEREAS, the said map and field notes thereon have been adopted by the Grantee herein as the line of definite location of the aforesaid Right-of-Way, and which said right-of-way map is herein referred to and made a part hereof as fully as though set out herein, and

WHEREAS, it is understood and agreed by the Grantee herein that, as a condition precedent to the granting of the Right-of-Way applied for, the land covered by the said Right-of-Way shall be used for no purpose other than the location, construction and maintenance of said Right-of-Way over and across the following State lands, to-wit described in Appendix A.

TO HAVE AND TO HOLD the same for so long as it may be used for the purpose designated, and subject to the conditions and reservations set forth herein.

IT IS UNDERSTOOD AND AGREED that in case the necessity for the Right-of-Way shall no longer exist, or the Grantee should abandon or fail to use the same, then this grant shall become void, and the right to use the land and all the rights granted hereunder shall revert to the State of Arizona, whereupon the Grantee agrees to execute and deliver a complete release of all right, title and interest therein.

This grant is, and shall be binding upon the said Grantee, his successors and assigns.

IT IS FURTHER UNDERSTOOD AND AGREED that this Right-of-Way conveys no fee to the land described herein and no rights to any of the minerals, oil, gas, coal, natural products, etc., in said land and the State of Arizona reserves the right to grant mineral and/or oil and gas leases upon said land.

IT IS FURTHER UNDERSTOOD AND AGREED that the said Grantee shall not fence the said Right-of-Way, nor exclude from the use of the surface thereof the State of Arizona or its lessees or grantees.

THE SAID GRANTOR further reserves the right to grant to others, easements and rights-of-way over and across the lands described.

NOW THEREFORE, in accordance with the provisions of A.R.S. § 37-461 and agreeable to the conditions heretofore set forth, the Grantee herein is hereby authorized to locate, construct, operate and maintain said Right-of-Way over and across the State land described herein.

Grantee agrees to indemnify, hold and save Grantor harmless against all loss, damage, liability, expense, costs and charges incident to or resulting in any way from any injuries to person or damage to property caused by Grantee or resulting from the use, condition or occupation of the land.

EASEMENT CONDITIONS

- 1. With regard to the location, construction and maintenance of the Right-of-Way:**
 - (a) Grantee shall ensure full compliance with the terms and conditions of this grant by its agents, employees and contractors (including sub-contractors of any tier), and the employees of each of them.**
 - (b) Unless clearly inapplicable, the requirements and prohibitions imposed upon Grantee by these terms and conditions are also imposed upon Grantee's agents, employees, contractors, and sub-contractors, and the employees of each of them.**

- (c) Failure or refusal of Grantee's agents, employees, contractors, sub-contractors, or their employees to comply with these terms and conditions shall be deemed to be the failure or refusal of Grantee.
 - (d) Grantee shall require its agents, contractors or sub-contractors to include these terms and conditions in all contracts and sub-contracts which are entered into by any of them, together with a provision that the other contracting party, together with its agents, employees, contractors and sub-contractors, and the employees of each of them, shall likewise be bound to comply with these terms and conditions.
2. All access roads over State land outside the Right-of-Way must be applied for and authorized in accordance with applicable regulations.
 3. No material may be removed by Grantee or its contractors without the written approval of the Commissioner.
 4. Grantee shall promptly notify the Commissioner of the amount of flora, if any, which will be cut, removed, or destroyed in the construction and maintenance of the project and shall pay the State Land Department such sum of money as the Commissioner may determine to be the full value of the flora to be so cut, removed or destroyed. Grantee shall notify the State Land Department and the Arizona Department of Agriculture 30 days prior to any destruction or removal of native plants to allow salvage of those plants where possible.
 5. Grantee shall conduct all construction and maintenance activities in a manner that will minimize disturbance to all land values including, but not limited to vegetation, drainage channels, and streambanks. Construction methods shall be designed to prevent degradation of soil conditions in areas where such degradation would result in detrimental erosion or subsidence. Grantee shall take such other soil and resource conservation and protection measures on the land under grant as determined necessary by the State Land Department.
 6. Grantee shall be required, upon completion of right-of-way construction, to make such rehabilitation measures on the State lands, including, but not limited to, restoration of the surface, revegetation, and fencing as determined necessary by the State Land Department.
 7. Upon revocation or termination of the Right-of-Way, the Grantee shall remove all equipment or facilities and, so far as is reasonably possible, restore and/or rehabilitate the land to its original condition, to the satisfaction of the Commissioner.

8. **Costs incurred by the Grantee in complying with restoration and rehabilitation requirements as determined by the State Land Department on State trust lands shall be borne by the Grantee.**
9. **Prior to surface disturbance, the Grantee hereof shall provide evidence of archaeological clearance to the Arizona State Land Department. Archaeological surveys and site mitigation must be conducted in accordance with rules and regulations promulgated by the Director, Arizona State Museum. In the event additional archaeological resources are detected by Grantee after receipt of archaeological clearance, all work shall cease and notification shall be given to the Director, Arizona State Museum.**
10. **THIS DOCUMENT is submitted for examination and shall have no binding effect on the parties unless and until executed by the Grantor (after execution by the Grantee), and a fully executed copy is delivered to the Grantee.**
11. **IN THE EVENT OF A DISPUTE between the parties to this Agreement, it is agreed to use arbitration to resolve the dispute but only to the extent required by A.R.S. § 12-1518; and, in no event shall arbitration be employed to resolve a dispute which is otherwise subject to administrative review by the Department pursuant to statute or Department Administrative Rule.**
12. **Grantor reserves the right to relinquish to the United States pursuant to the U.S. Act of August 30, 1890, land needed for irrigation works in connection with a government reclamation project.**
13. **Notice of authority to cancel this contract:**

This contract is subject to cancellation pursuant to A.R.S. § 38-511.
14. **Native Plant Law:**

If the removal of plants protected under the Arizona Native Plant Law is necessary to enjoy the privilege of this Document, the Grantee hereunder must previously acquire the written permission of the Arizona State Land Department and the Arizona Department of Agriculture to remove those plants.
15. **The State of Arizona, through its State Land Department, retains ownership of the land. The use of this Right-of-Way is to be non-exclusive. This easement is sold SUBJECT to existing reservations, easements or rights-of-way heretofore legally obtained and now in full force and effect.**

16. The Department does not represent or warrant that access exists over other State lands which intervene respectively between this Right-of-Way easement and the nearest public roadway.
17. SUBJECT to the express condition that when the lands cease to be put to the stated purpose, said easement shall cease and terminate. Said termination shall be effected through judicial proceedings instituted by or on behalf of any officer or employee of the State of Arizona in a court of general jurisdiction of the State.
18. Grantee shall adhere to all applicable rules, regulations, ordinances and building codes as promulgated by local jurisdiction and any applicable agencies.
19. Grantee shall not exclude from use of State of Arizona, its lessees or grantees, or the general public the right of ingress and egress over this roadway.
20. Grantee shall acquire any necessary permits from the Arizona Department of Transportation and/or the County Highway Department prior to construction.

Within 30 days of project completion, Grantee shall submit a completed certificate of construction. (Copy Attached)

ENVIRONMENTAL INDEMNITY

Grantee shall protect, defend, indemnify and hold harmless the Grantor from and against all liabilities, costs, charges and expenses, including attorneys' fees and court costs arising out of or related to the presence of or existence of any substance regulated under any applicable federal, state or local environmental laws, regulations, ordinances or amendments thereto because of: (a) any substance that came to be located on the Right-of-Way due to Grantee's use or occupancy of the lands by the Grantee before or after the issuance of the Right-of-Way; or (b) any release, threatened release or escape of any substance in, on, under or from said Right-of-Way that is caused, in whole or in part, by any conduct, actions or negligence of the Grantee, regardless of when such substance came to be located on the Right-of-Way.

For the purposes of this Right-of-Way, the term "regulated substances" shall include substances defined as "regulated substances", "hazardous waste", hazardous substances", "hazardous materials", "toxic substances" or "pesticides" in the Resource Conservation and Recovery Act, as amended by the Hazardous and Solid Waste Amendments of 1984, the Comprehensive Environmental Response, Compensation and Liability Act, the Hazardous Materials Transportation Act, the Toxic Substance Control Act, the Federal Insecticide, Fungicide and Rodenticide Act, the relevant local and state environmental laws, and the regulations, rules and ordinances adopted and publications promulgated pursuant to the local, state and federal laws. This indemnification shall include, without limitation, claims or damages arising out of any violations of applicable environmental laws, regulations, ordinances or subdivisions thereof, regardless of any real or alleged strict liability on the part of Grantor. This environmental indemnity shall survive the expiration or termination of this Right-of-Way and/or any transfer of all or any portion of the Premises and shall be governed by the laws of the State of Arizona.

In the event any such action or claim is brought or asserted against the Grantor, the Grantee shall have the right, subject to the right of the Grantor to make all final decisions with respect to Grantor's liability for claims or damages, (i) to participate with Grantor in the conduct of any further required cleanup, removal or remedial actions and/or negotiation and defense of any claim indemnifiable under this environmental indemnity provision, having reasonable regard to the continuing conduct of the operation/business located on the Premises and (ii) to participate with the Grantor in negotiating and finalizing any agreement or settlement with respect to any such claim or cleanup.

ADDITIONAL CONDITION
16-109291

The legal description of this right-of-way is detailed in Exhibit I. Subject to Grantor's rules and policies then in place and as a result of construction related restrictions, Grantor and Grantee may agree to modify the legal description by Grantee submitting "as built" or "proposed realignment" legals, depending on the situation, to the Grantor for Grantor's review. If approved by Grantor and additional acreage is impacted Grantee agrees to pay an appraised or pro-rated charge as the Grantor determines is appropriate. No refund will be made for a reduction in acreage.

EXHIBIT "I"

Page 1 of 7

LEGAL DESCRIPTION

These portions of the Southwest Quarter of Section 4, Township 4 North, Range 1 East, of the Gila and Salt River Meridian, Maricopa County, Arizona, described as follows:

PARCEL "A":

Commencing at brass cap in hand hole, marking the Southwest ~~Quarter~~ corner of said Section 4, from which a cotton picker spindle marking the South Quarter corner of said Section 4, bears North $89^{\circ} 15' 10''$ East, 2682.72 feet, and from which a stone, as per GLO notes, marking the West Quarter corner of said Section 4, bears North $01^{\circ} 31' 46''$ West, 2600.26 feet;

Thence North $01^{\circ} 31' 46''$ West, 174.84 feet along the west line of said Section 4 to the north line of the Estrella Roadway, Phase 2 right of way described in the Arizona State Land Department, Right of Way number 16-105237, and recorded in Document 2003-772232 Maricopa County Recorders Office (M.C.R.) and the POINT OF BEGINNING;

Thence North $01^{\circ} 31' 43''$ West, 119.04 feet continuing along said west line of Section 4, to a non-tangent curve concave southeasterly having a radius of 3924.72 feet, and a central angle of $2^{\circ} 58' 36''$, said curve being concentric with and 105.00 feet westerly to the existing right of way centerline of Lake Pleasant Road as shown on the Record of Survey, Book 662, Page 37 M.C.R.;

Thence 203.90 feet along said non-tangent curve whose radius bears South $77^{\circ} 15' 45''$ East;

Thence along a radial line South $74^{\circ} 17' 09''$ East, 10.00 feet to a concentric non-tangent curve concave southeasterly having a radius of 3914.72 feet, and a central angle of $1^{\circ} 20' 12''$, said curve being concentric with and 95.00 feet westerly to the said existing right of way centerline of Lake Pleasant Road;

Thence 91.33 feet along said concentric non-tangent curve;

Thence North $17^{\circ} 04' 33''$ East, 860.93 feet along a non-tangent line parallel with and 95.00 feet measured perpendicular westerly to the said existing right of way centerline of Lake Pleasant Road;

Thence North $06^{\circ} 11' 25''$ East, 132.38 feet;

Thence North $72^{\circ} 55' 27''$ West, 100.00 feet to a line parallel with and 220.00 feet measured perpendicular westerly to the said existing right of way centerline of Lake Pleasant Road;

Thence North $17^{\circ} 04' 33''$ East, 95.00 feet along said line parallel with and 220.00 feet measured perpendicular westerly to the existing right of way centerline of Lake Pleasant Road;

EXHIBIT "I"

Page 2 of 7

Thence North 68°24'59" East, 160.08 feet to a line parallel with and 95.00 feet measured perpendicular westerly to the said existing right of way centerline of Lake Pleasant Road;

Thence North 17°04'33" East, 825.00 feet along said line parallel with and 95.00 feet measured perpendicular easterly to the said existing right of way centerline of Lake Pleasant Road;

Thence North 24°06'36" West, 53.15 feet to a line parallel with and 130.00 feet measured perpendicular westerly to the said existing right of way centerline of Lake Pleasant Road;

Thence North 17°04'33" East, 60.36 feet along said line parallel with and 130.00 feet measured perpendicular easterly to the said existing right of way centerline of Lake Pleasant Road, to the east-west mid-section line of said Section 4, from which a brass cap, marked 12317 R.L.S., marking the Center of said Section 4, bears North 89°33'47" East 1943.71 feet, and from which a stone, as per GLO notes, marking the West Quarter corner of said Section 4, bears South 89°33'47" West 733.53;

Thence North 89°33'47" East, 70.38 feet along the east-west mid-section line of said Section 4, to the west line of the Lake Pleasant Road right of way described in the Arizona State Land Department, amendment to Right of Way number 16-105783;

Thence South 16°33'01" West, 1162.62 feet along said west line to the northeast line of the Lake Pleasant Road right of way described in said Arizona State Land Department, amendment to Right of Way number 16-105237, and recorded in Document 2003-772232 M.C.R.;

Thence North 73°26'57" West, 20.03 feet to the west line of the Lake Pleasant Road right of way described in said Arizona State Land Department, amendment to Right of Way number 16-105237, and recorded in Document 2003-772232 M.C.R.;

Thence South 16°33'01" West, 1050.00 feet along said west line to a tangent curve concave easterly and having a radius of 3847.97 feet, and a central angle of 4°51'42";

Thence 326.51 feet along said curve and continuing along said west line of the Lake Pleasant Road right of way described in the Arizona State Land Department, amendment to Right of Way number 16-105237, Document 2003-772232 M.C.R. to a non-tangent curve concave northerly having a radius of 2750.00 feet, and a central angle of 0°12'40", and to said north line of the Estrella Roadway, Phase 2 right of way described in the Arizona State Land Department, Right of Way number 16-105237, and recorded in Document 2003-772232, M.C.R.;

Thence 10.13 feet along said north line and non-tangent curve whose radius bears North 06°45'22" East, to the POINT OF BEGINNING;

Containing 106,329 square feet, more or less.

EXHIBIT "I"

Page 3 of 7

PARCEL "B":

Commencing at a brass cap in hand hole, marking the Southwest Quarter corner of said Section 4, from which a cotton picker spindle marking the South Quarter corner of said Section 4, bears North 89° 15' 10" East, 2682.72 feet, and from which a stone, as per GLO notes, marking the West Quarter corner of said Section 4, bears North 01° 31' 46" West, 2600.26 feet;

Thence North 89° 15' 10" East, 43.67 feet along the south line of said Section 4, to the existing right of way centerline of Lake Pleasant Road as shown on the Record of Survey, Book 662, Page 37 M.C.R., also being a non-tangent curve;

Thence 178.30 feet along said existing right of way centerline of Lake Pleasant Road and said non-tangent curve concave southeasterly, whose radius bears South 81° 23' 09" East and having a radius of 3819.72 and a central angle of 02° 40' 28";

Thence along a radial line South 78° 42' 41" East, 82.93 feet to the POINT OF BEGINNING at the intersection of the east line of the Lake Pleasant Road right of way described in the Arizona State Land Department, Right of Way number 16-105237, and recorded in Document 2003-772232 M.C.R., and the north line of the Estrella Roadway Phase Two, the said east line also being a non-tangent curve;

Thence 296.68 feet along said east line of the Lake Pleasant Road right of way described in the Arizona State Land Department, Right of Way number 16-105237, and recorded in Document 2003-772232 M.C.R. and said non-tangent curve concave southeasterly, whose radius bears South 78° 02' 45" East and having a radius of 3697.97 and a central angle of 04° 35' 48";

Thence North 16° 33' 03" East, 1050.00 feet along said east line to the northeast line of said Lake Pleasant Road right of way described in the Arizona State Land Department, Right of Way number 16-105237, and recorded in Document 2003-772232 M.C.R.;

Thence North 73° 26' 57" West, 19.97 feet to the east line of the Lake Pleasant Road right of way described in the Arizona State Land Department, Right of Way number 16-105783;

Thence North 16° 33' 03" East, 1196.22 feet along said east line of the Lake Pleasant Road right of way described in the Arizona State Land Department, Right of Way number 16-105783, to the east-west mid-section line of said Section 4;

Thence North 89° 33' 47" East, 71.51 feet along the east-west mid-section line of said Section 4, to a line parallel with and 115.00 feet measured perpendicular easterly to the said existing right of way centerline of Lake Pleasant Road, from which a brass cap, marked 12317 R.L.S., marking the Center of said Section 4, bears North 89° 33' 47" East 1686.76 feet;

EXHIBIT "I"

Page 4 of 7

Thence South 17°04'33" West, 117.67 feet along said line parallel with and 115.00 feet measured perpendicular easterly to the said existing right of way centerline of Lake Pleasant Road;

Thence North 72°55'27" West, 20.00 feet to a line parallel with and 95.00 feet measured perpendicular easterly to the said existing right of way centerline of Lake Pleasant Road;

Thence South 17°04'33" West, 660.00 feet along said line parallel with and 95.00 feet measured perpendicular easterly to the said existing right of way centerline of Lake Pleasant Road;

Thence South 72°55'27" East, 10.00 feet;

Thence South 09°57'03" West, 201.56 feet;

Thence South 72°55'27" East, 70.00 feet to a line parallel with and 200.00 feet measured perpendicular easterly to the said existing right of way centerline of Lake Pleasant Road;

Thence South 17°04'33" West, 125.00 feet along said line parallel with and 200.00 feet measured perpendicular easterly to the said existing right of way centerline of Lake Pleasant Road;

Thence North 72°55'27" West, 80.00 feet;

Thence South 25°12'21" West, 176.78 feet to a line parallel with and 95.00 feet measured perpendicular easterly to the said existing right of way centerline of Lake Pleasant Road;

Thence South 17°04'33" West, 910.89 feet along said line parallel with and 95.00 feet measured perpendicular easterly to the said existing right of way centerline of Lake Pleasant Road, to a non-tangent curve concave southeasterly and having a radius of 3724.72 feet, and a central angle of 5°44'10";

Thence 372.90 feet along said non-tangent curve whose radius bears South 72°56'59" East to the said north line of the Estrella Roadway Phase 2, and being a non-tangent curve concave northerly having a radius of 2750.00 feet, and a central angle of 0°15'14";

Thence 12.19 feet along said north line of the Estrella Roadway Phase 2 and non-tangent curve whose radius bears North 03°21'20" East to the POINT OF BEGINNING;

Containing 89,695 square feet, more or less.

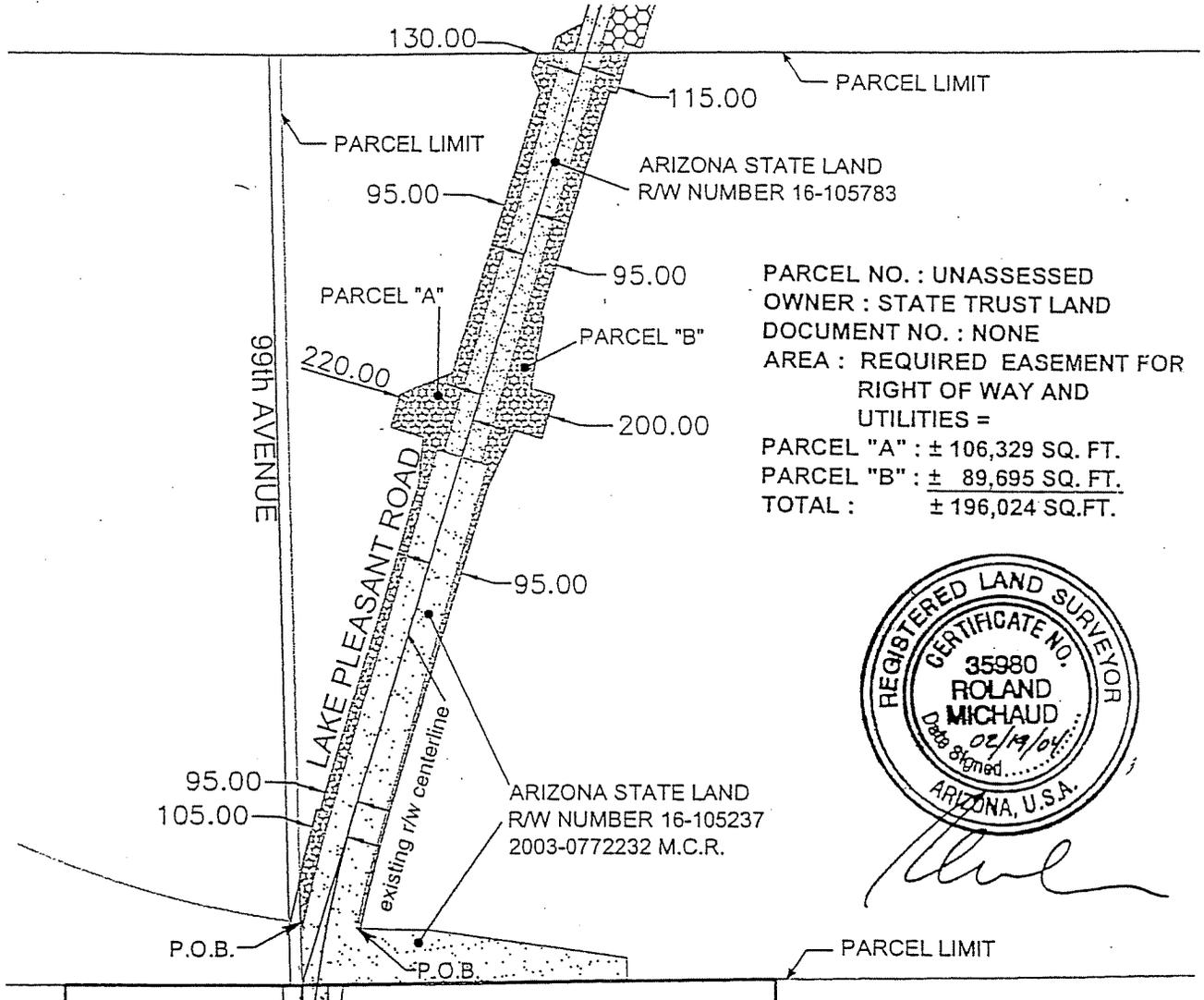
Total Parcel "A" and "B" containing 196,024 square feet, more or less.

Attachment diagram made a part thereof.



ATTACHMENT

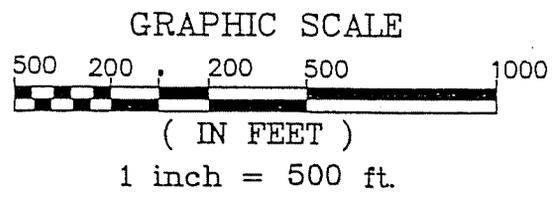
These portions of the Southwest Quarter of Section 4,
Township 4 North, Range 1 East of the Gila and Salt River
Meridian.



PARCEL NO. : UNASSESSED
 OWNER : STATE TRUST LAND
 DOCUMENT NO. : NONE
 AREA : REQUIRED EASEMENT FOR
 RIGHT OF WAY AND
 UTILITIES =
 PARCEL "A" : ± 106,329 SQ. FT.
 PARCEL "B" : ± 89,695 SQ. FT.
 TOTAL : ± 196,024 SQ.FT.



LEGEND: EXISTING RIGHT OF WAY EASEMENT	
REQUIRED EASEMENT FOR RIGHT OF WAY AND UTILITIES	



CITY OF PEORIA

8401 W. MONROE STREET
 PEORIA, ARIZONA
 85345

EXHIBIT "I"

Page 6 of 7

LEGAL DESCRIPTION
~~"INTERIM RIGHT OF WAY"~~

3/2/04
1/18

That portion of the South Half of the Southeast Quarter of the Northeast Quarter of the Southeast Quarter of Section 8, Township 4 North, Range 1 East of The Gila and Salt River Meridian, lying southeasterly to the existing 55.00 feet right of way line of Lake Pleasant Road, as described in the document no. 16-105783, Amendment to Right of Way, State Land Department, State of Arizona, and, northwesterly to the following described line:

LINE DESCRIPTION:

Commencing at a stone, as per GLO notes, marking the South Quarter corner of Section 8, Township 4 North, Range 1 East, Gila and Salt River Meridian, from which a stone, as per GLO notes, marking the North Quarter corner of said Section 8, bears North 00° 36'38" West, 5231.34 feet, and from which a M.C.D.O.T. brass cap in hand hole marking the Southeast corner of said Section 8, bears South 89°06'45" East, 2587.45 feet;

Thence South 89°06'45" East, 1869.63 feet along the south line of said Section 8, to the POINT OF BEGINNING, being on a line parallel with and 115.00 feet measured perpendicular easterly to the existing right of way centerline of Lake Pleasant Road; the existing right of way centerline of Lake Pleasant Road, as shown on the Record of Survey prepared for the City of Peoria, by TBE Group, Inc., project "LAKE PLEASANT PARKWAY", Book 662, Page 37, M.C.R.;

Thence North 24°45'59" East, 66.58 feet along said line parallel with and 115.00 feet measured perpendicular easterly to the existing right of way centerline of Lake Pleasant Road;

Thence North 65°14'01" West, 20.00 feet to a line parallel with and 95.00 feet easterly to said existing right of way centerline of Lake Pleasant Road;

Thence North 24°45'59" East, 1575.90 feet along said parallel line to a tangent curve concentric with and 95.00 feet easterly to said existing right of way centerline of Lake Pleasant Road;

Thence 120.37 feet along said concentric tangent curve concave northwesterly and having a radius of 1527.39 feet and a central angle of 4°30'55", to the east line of said Section 8;

Thence North 00°03'44" West, 1017.60 feet along the said east line of Section 8 to a 1" iron bar, marking the East Quarter corner of said Section 8 and the POINT OF TERMINATION;

Containing 14,192 square feet, more or less.

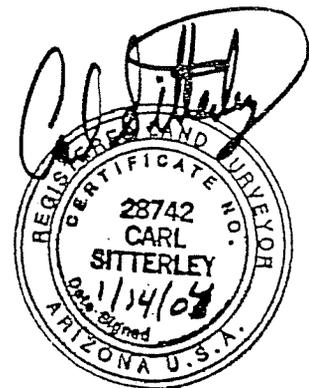
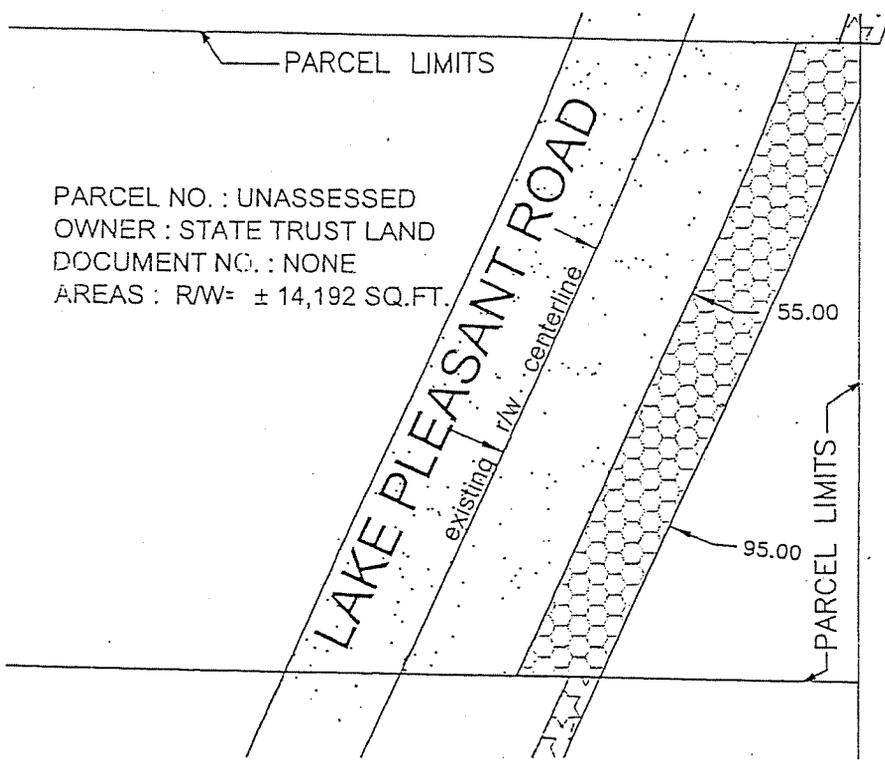
Attachment diagram made a part thereof.



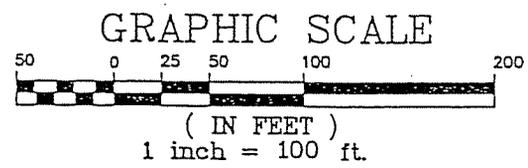
ATTACHMENT

That portion of the South Half of the Southeast Quarter of the Northeast Quarter of the Southeast Quarter of Section 8, Township 4 North, Range 1 East of the Gila and Salt River Meridian.

5
N



LEGEND: EXISTING RIGHT OF WAY	
REQUIRED RIGHT OF WAY	
REQUIRED EASEMENT	



CITY OF PEORIA

8401 W. MONROE STREET
PEORIA, ARIZONA
85345

STATE OF ARIZONA LAND DEPARTMENT
1616 W. ADAMS
PHOENIX, AZ 85007

RUN DATE 26-NOV-2004
RUN TIME: 12:15:49
APPENDIX A
PAGE: 001

KE-LEASE#: 016-109291-00-000 APPTYPE: NEW
AMENDMENT#: 0

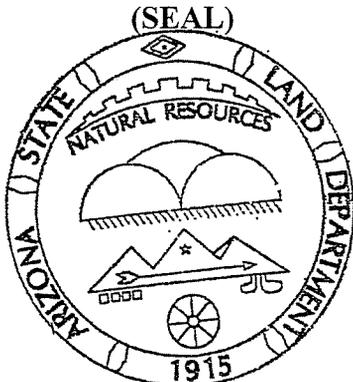
```
=====
```

LAND#	LEGAL DESCRIPTION	AUS	ACREAGE
04.0-N-01.0-E-04-07-031-9006	M&B THRU W2SW	0.00	4.500
04.0-N-01.0-E-08-07-031-9007	M&B THRU S2SENESE	0.00	0.320
TOTALS:		0.00	4.820

IN WITNESS HEREOF, the parties hereto have signed this Document effective the day and year set forth previously herein.

STATE OF ARIZONA, GRANTOR
Arizona State Land Commissioner

Jerry Aue 12/7/04
By Date



David Moody
GRANTEE

David Moody Eng Dir 12/1/04
By Date

City of Peoria

8401 W. Monroe St.
Address

Peoria Az 85345
City State Zip

GRANTEE'S CERTIFICATE OF CONSTRUCTION

RIGHT OF WAY NUMBER: _____

NAME OF GRANTEE: _____

DATE ISSUED: _____

PERMITTED USE: _____

LAND DEPARTMENT ADMINISTRATOR: _____

DATE CONSTRUCTION STARTED: _____

DATE CONSTRUCTION COMPLETED: _____

I hereby certify that the facilities authorized by the State Land Commissioner, were actually constructed and tested in accordance with the terms of the grant, in compliance with any required plans and specifications, and applicable Federal and State laws and regulations.

Grantee's Signature

Date

Title

**Return To: Arizona State Land Department
R/W Section
1616 W. Adams
Phoenix, AZ 85007**

060951-16-1-1--
Galej

**STATE LAND DEPARTMENT
STATE OF ARIZONA**

RIGHT-OF-WAY

R/W No. 16-109291

THIS INDENTURE, made November 19, 2004, by and between the State of Arizona,
hereinafter called the Grantor, and

CITY OF PEORIA

hereinafter called the Grantee.

WITNESSETH, that in accordance with the provisions of A.R.S. § 37-461, the Grantee
herein has filed with the State Land Commissioner an application for a right-of-way for the
purpose of constructing, operating, and maintaining

a public roadway and underground utilities

WHEREAS, the said map and field notes thereon have been adopted by the Grantee herein
as the line of definite location of the aforesaid Right-of-Way, and which said right-of-way
map is herein referred to and made a part hereof as fully as though set out herein, and

WHEREAS, it is understood and agreed by the Grantee herein that, as a condition
precedent to the granting of the Right-of-Way applied for, the land covered by the said
Right-of-Way shall be used for no purpose other than the location, construction and
maintenance of said Right-of-Way over and across the following State lands, to-wit
described in Appendix A.

TO HAVE AND TO HOLD the same for so long as it may be used for the purpose
designated, and subject to the conditions and reservations set forth herein.

IT IS UNDERSTOOD AND AGREED that in case the necessity for the Right-of-Way shall no longer exist, or the Grantee should abandon or fail to use the same, then this grant shall become void, and the right to use the land and all the rights granted hereunder shall revert to the State of Arizona, whereupon the Grantee agrees to execute and deliver a complete release of all right, title and interest therein.

This grant is, and shall be binding upon the said Grantee, his successors and assigns.

IT IS FURTHER UNDERSTOOD AND AGREED that this Right-of-Way conveys no fee to the land described herein and no rights to any of the minerals, oil, gas, coal, natural products, etc., in said land and the State of Arizona reserves the right to grant mineral and/or oil and gas leases upon said land.

IT IS FURTHER UNDERSTOOD AND AGREED that the said Grantee shall not fence the said Right-of-Way, nor exclude from the use of the surface thereof the State of Arizona or its lessees or grantees.

THE SAID GRANTOR further reserves the right to grant to others, easements and rights-of-way over and across the lands described.

NOW THEREFORE, in accordance with the provisions of A.R.S. § 37-461 and agreeable to the conditions heretofore set forth, the Grantee herein is hereby authorized to locate, construct, operate and maintain said Right-of-Way over and across the State land described herein.

Grantee agrees to indemnify, hold and save Grantor harmless against all loss, damage, liability, expense, costs and charges incident to or resulting in any way from any injuries to person or damage to property caused by Grantee or resulting from the use, condition or occupation of the land.

EASEMENT CONDITIONS

1. With regard to the location, construction and maintenance of the Right-of-Way:
 - (a) Grantee shall ensure full compliance with the terms and conditions of this grant by its agents, employees and contractors (including sub-contractors of any tier), and the employees of each of them.
 - (b) Unless clearly inapplicable, the requirements and prohibitions imposed upon Grantee by these terms and conditions are also imposed upon Grantee's agents, employees, contractors, and sub-contractors, and the employees of each of them.

- (c) Failure or refusal of Grantee's agents, employees, contractors, sub-contractors, or their employees to comply with these terms and conditions shall be deemed to be the failure or refusal of Grantee.
- (d) Grantee shall require its agents, contractors or sub-contractors to include these terms and conditions in all contracts and sub-contracts which are entered into by any of them, together with a provision that the other contracting party, together with its agents, employees, contractors and sub-contractors, and the employees of each of them, shall likewise be bound to comply with these terms and conditions.
2. All access roads over State land outside the Right-of-Way must be applied for and authorized in accordance with applicable regulations.
 3. No material may be removed by Grantee or its contractors without the written approval of the Commissioner.
 4. Grantee shall promptly notify the Commissioner of the amount of flora, if any, which will be cut, removed, or destroyed in the construction and maintenance of the project and shall pay the State Land Department such sum of money as the Commissioner may determine to be the full value of the flora to be so cut, removed or destroyed. Grantee shall notify the State Land Department and the Arizona Department of Agriculture 30 days prior to any destruction or removal of native plants to allow salvage of those plants where possible.
 5. Grantee shall conduct all construction and maintenance activities in a manner that will minimize disturbance to all land values including, but not limited to vegetation, drainage channels, and streambanks. Construction methods shall be designed to prevent degradation of soil conditions in areas where such degradation would result in detrimental erosion or subsidence. Grantee shall take such other soil and resource conservation and protection measures on the land under grant as determined necessary by the State Land Department.
 6. Grantee shall be required, upon completion of right-of-way construction, to make such rehabilitation measures on the State lands, including, but not limited to, restoration of the surface, revegetation, and fencing as determined necessary by the State Land Department.
 7. Upon revocation or termination of the Right-of-Way, the Grantee shall remove all equipment or facilities and, so far as is reasonably possible, restore and/or rehabilitate the land to its original condition, to the satisfaction of the Commissioner.

8. **Costs incurred by the Grantee in complying with restoration and rehabilitation requirements as determined by the State Land Department on State trust lands shall be borne by the Grantee.**
9. **Prior to surface disturbance, the Grantee hereof shall provide evidence of archaeological clearance to the Arizona State Land Department. Archaeological surveys and site mitigation must be conducted in accordance with rules and regulations promulgated by the Director, Arizona State Museum. In the event additional archaeological resources are detected by Grantee after receipt of archaeological clearance, all work shall cease and notification shall be given to the Director, Arizona State Museum.**
10. **THIS DOCUMENT is submitted for examination and shall have no binding effect on the parties unless and until executed by the Grantor (after execution by the Grantee), and a fully executed copy is delivered to the Grantee.**
11. **IN THE EVENT OF A DISPUTE between the parties to this Agreement, it is agreed to use arbitration to resolve the dispute but only to the extent required by A.R.S. § 12-1518; and, in no event shall arbitration be employed to resolve a dispute which is otherwise subject to administrative review by the Department pursuant to statute or Department Administrative Rule.**
12. **Grantor reserves the right to relinquish to the United States pursuant to the U.S. Act of August 30, 1890, land needed for irrigation works in connection with a government reclamation project.**
13. **Notice of authority to cancel this contract:**

This contract is subject to cancellation pursuant to A.R.S. § 38-511.
14. **Native Plant Law:**

If the removal of plants protected under the Arizona Native Plant Law is necessary to enjoy the privilege of this Document, the Grantee hereunder must previously acquire the written permission of the Arizona State Land Department and the Arizona Department of Agriculture to remove those plants.
15. **The State of Arizona, through its State Land Department, retains ownership of the land. The use of this Right-of-Way is to be non-exclusive. This easement is sold SUBJECT to existing reservations, easements or rights-of-way heretofore legally obtained and now in full force and effect.**

16. The Department does not represent or warrant that access exists over other State lands which intervene respectively between this Right-of-Way easement and the nearest public roadway.
17. SUBJECT to the express condition that when the lands cease to be put to the stated purpose, said easement shall cease and terminate. Said termination shall be effected through judicial proceedings instituted by or on behalf of any officer or employee of the State of Arizona in a court of general jurisdiction of the State.
18. Grantee shall adhere to all applicable rules, regulations, ordinances and building codes as promulgated by local jurisdiction and any applicable agencies.
19. Grantee shall not exclude from use of State of Arizona, its lessees or grantees, or the general public the right of ingress and egress over this roadway.
20. Grantee shall acquire any necessary permits from the Arizona Department of Transportation and/or the County Highway Department prior to construction.

Within 30 days of project completion, Grantee shall submit a completed certificate of construction. (Copy Attached)

ENVIRONMENTAL INDEMNITY

Grantee shall protect, defend, indemnify and hold harmless the Grantor from and against all liabilities, costs, charges and expenses, including attorneys' fees and court costs arising out of or related to the presence of or existence of any substance regulated under any applicable federal, state or local environmental laws, regulations, ordinances or amendments thereto because of: (a) any substance that came to be located on the Right-of-Way due to Grantee's use or occupancy of the lands by the Grantee before or after the issuance of the Right-of-Way; or (b) any release, threatened release or escape of any substance in, on, under or from said Right-of-Way that is caused, in whole or in part, by any conduct, actions or negligence of the Grantee, regardless of when such substance came to be located on the Right-of-Way.

For the purposes of this Right-of-Way, the term "regulated substances" shall include substances defined as "regulated substances", "hazardous waste", hazardous substances", "hazardous materials", "toxic substances" or "pesticides" in the Resource Conservation and Recovery Act, as amended by the Hazardous and Solid Waste Amendments of 1984, the Comprehensive Environmental Response, Compensation and Liability Act, the Hazardous Materials Transportation Act, the Toxic Substance Control Act, the Federal Insecticide, Fungicide and Rodenticide Act, the relevant local and state environmental laws, and the regulations, rules and ordinances adopted and publications promulgated pursuant to the local, state and federal laws. This indemnification shall include, without limitation, claims or damages arising out of any violations of applicable environmental laws, regulations, ordinances or subdivisions thereof, regardless of any real or alleged strict liability on the part of Grantor. This environmental indemnity shall survive the expiration or termination of this Right-of-Way and/or any transfer of all or any portion of the Premises and shall be governed by the laws of the State of Arizona.

In the event any such action or claim is brought or asserted against the Grantor, the Grantee shall have the right, subject to the right of the Grantor to make all final decisions with respect to Grantor's liability for claims or damages, (i) to participate with Grantor in the conduct of any further required cleanup, removal or remedial actions and/or negotiation and defense of any claim indemnifiable under this environmental indemnity provision, having reasonable regard to the continuing conduct of the operation/business located on the Premises and (ii) to participate with the Grantor in negotiating and finalizing any agreement or settlement with respect to any such claim or cleanup.

**ADDITIONAL CONDITION
16-109291**

The legal description of this right-of-way is detailed in Exhibit I. Subject to Grantor's rules and policies then in place and as a result of construction related restrictions, Grantor and Grantee may agree to modify the legal description by Grantee submitting "as built" or "proposed realignment" legals, depending on the situation, to the Grantor for Grantor's review. If approved by Grantor and additional acreage is impacted Grantee agrees to pay an appraised or pro-rated charge as the Grantor determines is appropriate. No refund will be made for a reduction in acreage.

IN WITNESS HEREOF, the parties hereto have signed this Document effective the day and year set forth previously herein.

STATE OF ARIZONA, GRANTOR
Arizona State Land Commissioner

David Moody
GRANTEE

David Moody Eng Dir. 12/1/04
By Date

Gerry Rice 12/7/04
By Date

City of Peoria

8401 W. Monroe St.
Address

Peoria Az 85345
City State Zip

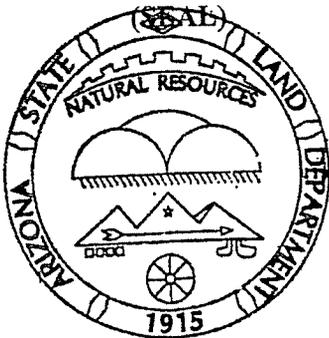


EXHIBIT "I"**Page 1 of 7****LEGAL DESCRIPTION**

These portions of the Southwest Quarter of Section 4, Township 4 North, Range 1 East, of the Gila and Salt River Meridian, Maricopa County, Arizona, described as follows:

PARCEL "A":

Commencing at brass cap in hand hole, marking the Southwest ~~Quarter~~ corner of said Section 4, from which a cotton picker spindle marking the South Quarter corner of said Section 4, bears North $89^{\circ} 15' 10''$ East, 2682.72 feet, and from which a stone, as per GLO notes, marking the West Quarter corner of said Section 4, bears North $01^{\circ} 31' 46''$ West, 2600.26 feet;

Thence North $01^{\circ} 31' 46''$ West, 174.84 feet along the west line of said Section 4 to the north line of the Estrella Roadway, Phase 2 right of way described in the Arizona State Land Department, Right of Way number 16-105237, and recorded in Document 2003-772232 Maricopa County Recorders Office (M.C.R.) and the POINT OF BEGINNING;

Thence North $01^{\circ} 31' 43''$ West, 119.04 feet continuing along said west line of Section 4, to a non-tangent curve concave southeasterly having a radius of 3924.72 feet, and a central angle of $2^{\circ} 58' 36''$, said curve being concentric with and 105.00 feet westerly to the existing right of way centerline of Lake Pleasant Road as shown on the Record of Survey, Book 662, Page 37 M.C.R.;

Thence 203.90 feet along said non-tangent curve whose radius bears South $77^{\circ} 15' 45''$ East;

Thence along a radial line South $74^{\circ} 17' 09''$ East, 10.00 feet to a concentric non-tangent curve concave southeasterly having a radius of 3914.72 feet, and a central angle of $1^{\circ} 20' 12''$, said curve being concentric with and 95.00 feet westerly to the said existing right of way centerline of Lake Pleasant Road;

Thence 91.33 feet along said concentric non-tangent curve;

Thence North $17^{\circ} 04' 33''$ East, 860.93 feet along a non-tangent line parallel with and 95.00 feet measured perpendicular westerly to the said existing right of way centerline of Lake Pleasant Road;

Thence North $06^{\circ} 11' 25''$ East, 132.38 feet;

Thence North $72^{\circ} 55' 27''$ West, 100.00 feet to a line parallel with and 220.00 feet measured perpendicular westerly to the said existing right of way centerline of Lake Pleasant Road;

Thence North $17^{\circ} 04' 33''$ East, 95.00 feet along said line parallel with and 220.00 feet measured perpendicular westerly to the existing right of way centerline of Lake Pleasant Road;

EXHIBIT "I"**Page 2 of 7**

Thence North 68°24'59" East, 160.08 feet to a line parallel with and 95.00 feet measured perpendicular westerly to the said existing right of way centerline of Lake Pleasant Road;

Thence North 17°04'33" East, 825.00 feet along said line parallel with and 95.00 feet measured perpendicular easterly to the said existing right of way centerline of Lake Pleasant Road;

Thence North 24°06'36" West, 53.15 feet to a line parallel with and 130.00 feet measured perpendicular westerly to the said existing right of way centerline of Lake Pleasant Road;

Thence North 17°04'33" East, 60.36 feet along said line parallel with and 130.00 feet measured perpendicular easterly to the said existing right of way centerline of Lake Pleasant Road, to the east-west mid-section line of said Section 4, from which a brass cap, marked 12317 R.L.S., marking the Center of said Section 4, bears North 89°33'47" East 1943.71 feet, and from which a stone, as per GLO notes, marking the West Quarter corner of said Section 4, bears South 89°33'47" West 733.53;

Thence North 89°33'47" East, 70.38 feet along the east-west mid-section line of said Section 4, to the west line of the Lake Pleasant Road right of way described in the Arizona State Land Department, amendment to Right of Way number 16-105783;

Thence South 16°33'01" West, 1162.62 feet along said west line to the northeast line of the Lake Pleasant Road right of way described in said Arizona State Land Department, amendment to Right of Way number 16-105237, and recorded in Document 2003-772232 M.C.R.;

Thence North 73°26'57" West, 20.03 feet to the west line of the Lake Pleasant Road right of way described in said Arizona State Land Department, amendment to Right of Way number 16-105237, and recorded in Document 2003-772232 M.C.R.;

Thence South 16°33'01" West, 1050.00 feet along said west line to a tangent curve concave easterly and having a radius of 3847.97 feet, and a central angle of 4°51'42";

Thence 326.51 feet along said curve and continuing along said west line of the Lake Pleasant Road right of way described in the Arizona State Land Department, amendment to Right of Way number 16-105237, Document 2003-772232 M.C.R. to a non-tangent curve concave northerly having a radius of 2750.00 feet, and a central angle of 0°12'40", and to said north line of the Estrella Roadway, Phase 2 right of way described in the Arizona State Land Department, Right of Way number 16-105237, and recorded in Document 2003-772232, M.C.R.;

Thence 10.13 feet along said north line and non-tangent curve whose radius bears North 06°45'22" East, to the POINT OF BEGINNING;

Containing 106,329 square feet, more or less.

EXHIBIT "I"

Page 3 of 7

PARCEL "B":

Commencing at a brass cap in hand hole, marking the Southwest Quarter corner of said Section 4, from which a cotton picker spindle marking the South Quarter corner of said Section 4, bears North $89^{\circ} 15' 10''$ East, 2682.72 feet, and from which a stone, as per GLO notes, marking the West Quarter corner of said Section 4, bears North $01^{\circ} 31' 46''$ West, 2600.26 feet;

Thence North $89^{\circ} 15' 10''$ East, 43.67 feet along the south line of said Section 4, to the existing right of way centerline of Lake Pleasant Road as shown on the Record of Survey, Book 662, Page 37 M.C.R., also being a non-tangent curve;

Thence 178.30 feet along said existing right of way centerline of Lake Pleasant Road and said non-tangent curve concave southeasterly, whose radius bears South $81^{\circ} 23' 09''$ East and having a radius of 3819.72 and a central angle of $02^{\circ} 40' 28''$;

Thence along a radial line South $78^{\circ} 42' 41''$ East, 82.93 feet to the POINT OF BEGINNING at the intersection of the east line of the Lake Pleasant Road right of way described in the Arizona State Land Department, Right of Way number 16-105237, and recorded in Document 2003-772232 M.C.R., and the north line of the Estrella Roadway Phase Two, the said east line also being a non-tangent curve;

Thence 296.68 feet along said east line of the Lake Pleasant Road right of way described in the Arizona State Land Department, Right of Way number 16-105237, and recorded in Document 2003-772232 M.C.R. and said non-tangent curve concave southeasterly, whose radius bears South $78^{\circ} 02' 45''$ East and having a radius of 3697.97 and a central angle of $04^{\circ} 35' 48''$;

Thence North $16^{\circ} 33' 03''$ East, 1050.00 feet along said east line to the northeast line of said Lake Pleasant Road right of way described in the Arizona State Land Department, Right of Way number 16-105237, and recorded in Document 2003-772232 M.C.R.;

Thence North $73^{\circ} 26' 57''$ West, 19.97 feet to the east line of the Lake Pleasant Road right of way described in the Arizona State Land Department, Right of Way number 16-105783;

Thence North $16^{\circ} 33' 03''$ East, 1196.22 feet along said east line of the Lake Pleasant Road right of way described in the Arizona State Land Department, Right of Way number 16-105783, to the east-west mid-section line of said Section 4;

Thence North $89^{\circ} 33' 47''$ East, 71.51 feet along the east-west mid-section line of said Section 4, to a line parallel with and 115.00 feet measured perpendicular easterly to the said existing right of way centerline of Lake Pleasant Road, from which a brass cap, marked 12317 R.L.S., marking the Center of said Section 4, bears North $89^{\circ} 33' 47''$ East 1686.76 feet;

EXHIBIT "I"**Page 4 of 7**

Thence South 17°04'33" West, 117.67 feet along said line parallel with and 115.00 feet measured perpendicular easterly to the said existing right of way centerline of Lake Pleasant Road;

Thence North 72°55'27" West, 20.00 feet to a line parallel with and 95.00 feet measured perpendicular easterly to the said existing right of way centerline of Lake Pleasant Road;

Thence South 17°04'33" West, 660.00 feet along said line parallel with and 95.00 feet measured perpendicular easterly to the said existing right of way centerline of Lake Pleasant Road;

Thence South 72°55'27" East, 10.00 feet;

Thence South 09°57'03" West, 201.56 feet;

Thence South 72°55'27" East, 70.00 feet to a line parallel with and 200.00 feet measured perpendicular easterly to the said existing right of way centerline of Lake Pleasant Road;

Thence South 17°04'33" West, 125.00 feet along said line parallel with and 200.00 feet measured perpendicular easterly to the said existing right of way centerline of Lake Pleasant Road;

Thence North 72°55'27" West, 80.00 feet;

Thence South 25°12'21" West, 176.78 feet to a line parallel with and 95.00 feet measured perpendicular easterly to the said existing right of way centerline of Lake Pleasant Road;

Thence South 17°04'33" West, 910.89 feet along said line parallel with and 95.00 feet measured perpendicular easterly to the said existing right of way centerline of Lake Pleasant Road, to a non-tangent curve concave southeasterly and having a radius of 3724.72 feet, and a central angle of 5°44'10";

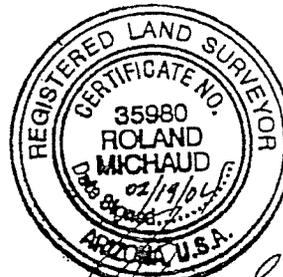
Thence 372.90 feet along said non-tangent curve whose radius bears South 72°56'59" East to the said north line of the Estrella Roadway Phase 2, and being a non-tangent curve concave northerly having a radius of 2750.00 feet, and a central angle of 0°15'14";

Thence 12.19 feet along said north line of the Estrella Roadway Phase 2 and non-tangent curve whose radius bears North 03°21'20" East to the POINT OF BEGINNING;

Containing 89,695 square feet, more or less.

Total Parcel "A" and "B" containing 196,024 square feet, more or less.

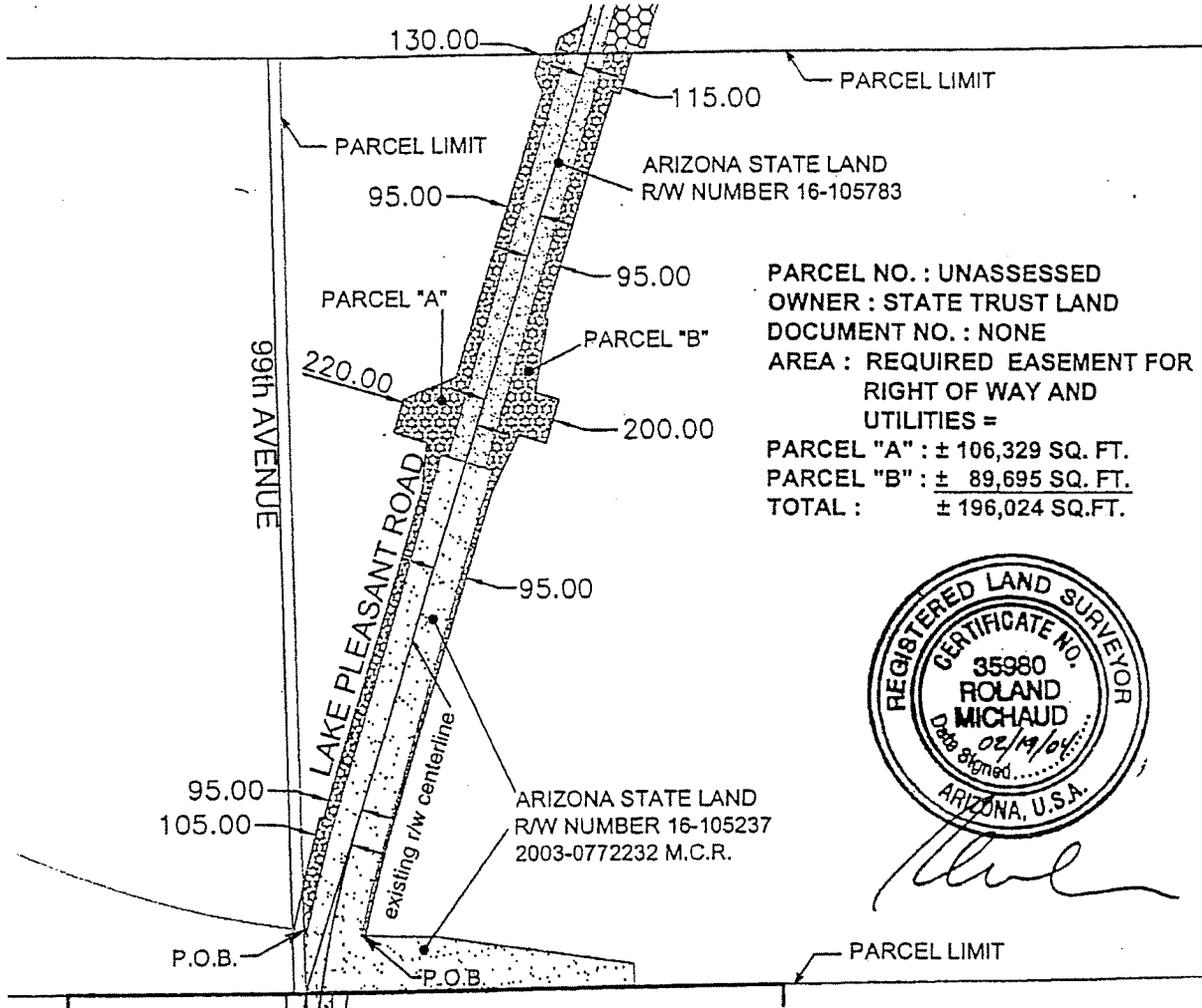
Attachment diagram made a part thereof.



[Handwritten signature]

ATTACHMENT

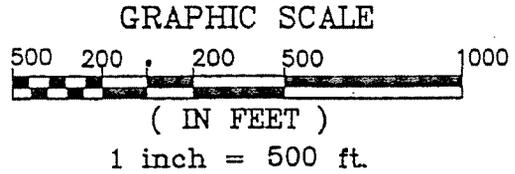
These portions of the Southwest Quarter of Section 4,
Township 4 North, Range 1 East of the Gila and Salt River
Meridian.



PARCEL NO. : UNASSESSED
 OWNER : STATE TRUST LAND
 DOCUMENT NO. : NONE
 AREA : REQUIRED EASEMENT FOR
 RIGHT OF WAY AND
 UTILITIES =
 PARCEL "A" : ± 106,329 SQ. FT.
 PARCEL "B" : ± 89,695 SQ. FT.
 TOTAL : ± 196,024 SQ.FT.



LEGEND: EXISTING RIGHT OF WAY EASEMENT [stippled pattern]
 REQUIRED EASEMENT FOR RIGHT OF WAY AND UTILITIES [cross-hatched pattern]



CITY OF PEORIA

8401 W. MONROE STREET
 PEORIA, ARIZONA
 85345

EXHIBIT "I"

Page 6 of 7

LEGAL DESCRIPTION
~~"INTERIM RIGHT OF WAY"~~

W/178 3/2/04

That portion of the South Half of the Southeast Quarter of the Northeast Quarter of the Southeast Quarter of Section 8, Township 4 North, Range 1 East of The Gila and Salt River Meridian, lying southeasterly to the existing 55.00 feet right of way line of Lake Pleasant Road, as described in the document no. 16-105783, Amendment to Right of Way, State Land Department, State of Arizona, and, northwesterly to the following described line:

LINE DESCRIPTION:

Commencing at a stone, as per GLO notes, marking the South Quarter corner of Section 8, Township 4 North, Range 1 East, Gila and Salt River Meridian, from which a stone, as per GLO notes, marking the North Quarter corner of said Section 8, bears North 00° 36'38" West, 5231.34 feet, and from which a M.C.D.O.T. brass cap in hand hole marking the Southeast corner of said Section 8, bears South 89°06'45" East, 2587.45 feet;

Thence South 89°06'45" East, 1869.63 feet along the south line of said Section 8, to the POINT OF BEGINNING, being on a line parallel with and 115.00 feet measured perpendicular easterly to the existing right of way centerline of Lake Pleasant Road; the existing right of way centerline of Lake Pleasant Road, as shown on the Record of Survey prepared for the City of Peoria, by TBE Group, Inc., project "LAKE PLEASANT PARKWAY", Book 662, Page 37, M.C.R.;

Thence North 24°45'59" East, 66.58 feet along said line parallel with and 115.00 feet measured perpendicular easterly to the existing right of way centerline of Lake Pleasant Road;

Thence North 65°14'01" West, 20.00 feet to a line parallel with and 95.00 feet easterly to said existing right of way centerline of Lake Pleasant Road;

Thence North 24°45'59" East, 1575.90 feet along said parallel line to a tangent curve concentric with and 95.00 feet easterly to said existing right of way centerline of Lake Pleasant Road;

Thence 120.37 feet along said concentric tangent curve concave northwesterly and having a radius of 1527.39 feet and a central angle of 4°30'55", to the east line of said Section 8;

Thence North 00°03'44" West, 1017.60 feet along the said east line of Section 8 to a 1" iron bar, marking the East Quarter corner of said Section 8 and the POINT OF TERMINATION;

Containing 14,192 square feet, more or less.

Attachment diagram made a part thereof.

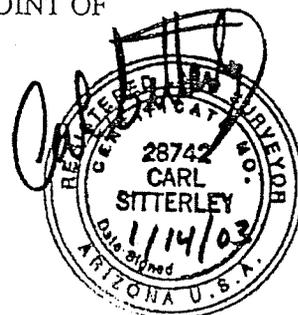
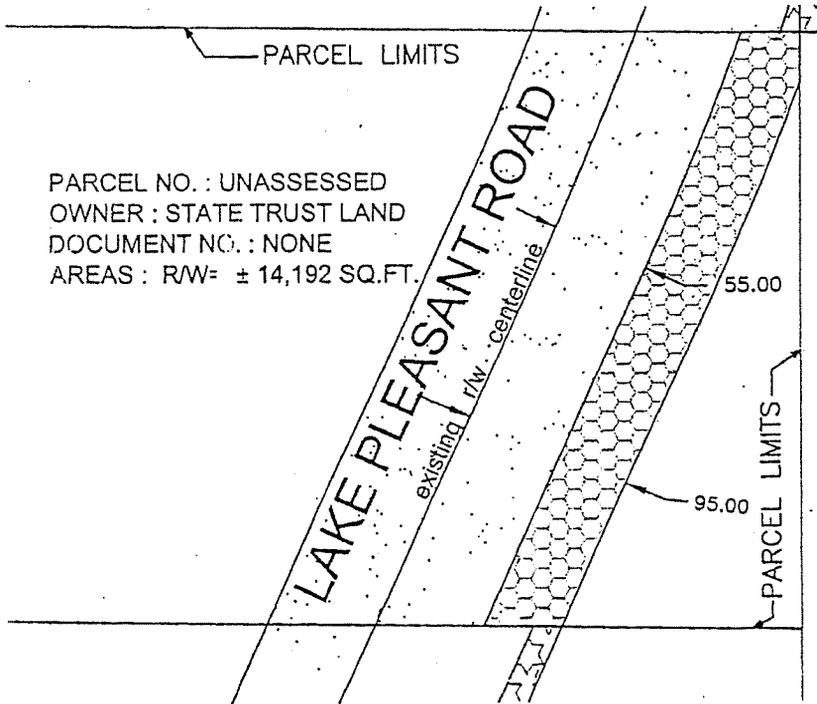


EXHIBIT "I"

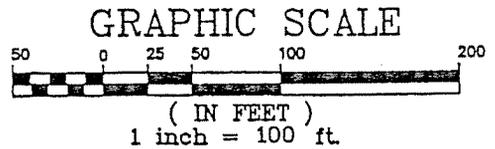
Page 7 of 7

ATTACHMENT

That portion of the South Half of the Southeast Quarter of the Northeast Quarter of the Southeast Quarter of Section 8, Township 4 North, Range 1 East of the Gila and Salt River Meridian.



LEGEND: EXISTING RIGHT OF WAY	
REQUIRED RIGHT OF WAY	
REQUIRED EASEMENT	



CITY OF PEORIA

8401 W. MONROE STREET
 PEORIA, ARIZONA
 85345

STATE OF ARIZONA LAND DEPARTMENT
1616 W. ADAMS
PHOENIX, AZ 85007

RUN DATE 26-NOV-2004
RUN TIME: 12:15:49
APPENDIX A
PAGE: 001

KE-LEASE#: 016-109291-00-000 APPTYPE: NEW
AMENDMENT#: 0

LAND#	LEGAL DESCRIPTION	AUS	ACREAGE
04.0-N-01.0-E-04-07-031-9006	M&B THRU W2SW	0.00	4.500
04.0-N-01.0-E-08-07-031-9007	M&B THRU S2SENESE	0.00	0.320
TOTALS:		0.00	4.820

071351-4-1-1--
Arellanor

RESOLUTION NO. 05-110

A RESOLUTION OF THE MAYOR AND COUNCIL OF
THE CITY OF PEORIA, MARICOPA COUNTY,
ARIZONA ADOPTING A RESOLUTION FORMALLY
ACCEPTING DEEDS AND EASEMENTS FOR
PROPERTY RIGHTS CONVEYED TO THE CITY OF
PEORIA.

WHEREAS, the real estate interests hereinafter referenced have been
conveyed to the City of Peoria and

WHEREAS, it is to the advantage of the City of Peoria to accept said
real property interests.

WHEREAS, the City has determined that acquisition of these property
interests is in the interest of the public health, safety and welfare.

THEREFORE, it is resolved by the Mayor and Council of the City of
Peoria, Maricopa County, Arizona as follows:

SECTION 1. That the following real property interests are hereby
accepted by the City of Peoria and referenced by the recording number issued by
the Maricopa County Recorder's Office recording number.

Basket Farms (R050035)
Salt River Project
RIGHT-OF-WAY LICENSE
Maricopa County Recording No. 2005-0558927
(USA Fee Property)

N/O 87th Ave/Sweetwater

Lake Pleasant Parkway, IIIA (P-9609E)
State Land Department
ROADWAY DEDICATION
Maricopa County Recording No. 2005-0776404
(State Land ROW for Rdwy to Underground Utilities)

LPP S/O Pinnacle Peak

Resolution No. 05-110
 Acceptance of Deeds and Easements
 July 05, 2005
 Page: 2

Lake Pleasant Parkway, IIIA (P-9609E)
 South Pacific District of the Christian Missionary
 Association
 SLOPE/DRAINAGE EASEMENT
 Maricopa County Recording No. 2005-0779509
 (Parcel No. 200-10-034A)

LPP S/O Pinnacle Peak

Lake Pleasant Parkway, IIIA (P-9609E)
 South Pacific District of the Christian Missionary
 Alliance
 SLOPE/DRAINAGE EASEMENT
 Maricopa County Recording No. 2005-0779510

LPP S/O Pinnacle Peak

Lake Pleasant Parkway, IIIA (P-9609E)
 South Pacific District of the Christian Missionary
 Association
 SPECIAL WARRANTY DEED
 Maricopa County Recording No. 2005-0779511
 (Parcel No. 200-10-034A)

LPP S/O Pinnacle Peak

Lake Pleasant Parkway, IIIA (P-9609E)
 South Pacific District of the Christian Missionary
 Alliance
 SPECIAL WARRANTY DEED
 Maricopa County Recording No. 2005-0779512
 (Parcel No. 200-10-013C)

LPP S/O Pinnacle Peak

Harvey Hill (ML05-03)
 Harvey P. and Alice M. Hill
 DEDICATION OF PUBLIC ROADWAY
 Maricopa County Recording No. 2005-0779628
 (25-foot ROW Dedication)

7105 W. Hatfield Road

Harvey Hill (ML05-03)
 Harvey P. and Alice M. Hill
 NON-VEHICULAR ACCESS EASEMENT (NVAE)
 Maricopa County Recording No. 2005-0779630
 (1-foot NVAE)

7105 W. Hatfield Road

Resolution No. 05-110
Acceptance of Deeds and Easements
July 05, 2005
Page: 3

Harvey Hill (ML05-03)
Harvey P. and Alice M. Hill
STORMWATER/SURFACE CROSS DRAINAGE
EASEMENT
Maricopa County Recording No. 2005-0779631

7105 W. Hatfield Road

Harvey Hill (ML05-03)
Harvey P. and Alice M. Hill
INGRESS/EGRESS EASEMENT
Maricopa County Recording No. 2005-0779636
(20-foot Ingress/Egress Easement)

7105 W. Hatfield Road

Parkway Bank & Trust (R050005)
Parkway Bank AZ National Association
EASEMENT FOR PUBLIC WATER LINE
Maricopa County Recording No. 2005-0804486

SWC 75th Ave/Thunderbird

Butler Water Reclamation Facility
Elsie Louise Ingram Rogers Trust
FINAL ORDER OF CONDEMNATION
Maricopa County Recording No. 2005-0822678
(Case No. 2003-070315)

79th Avenue to Butler

Peoria Crossings, Shops D (R040179)
Kimco Barclay Peoria Crossing L.P.
EASEMENT FOR PUBLIC WATER LINE
Maricopa County Recording No. 2005-0828550

NEC 91st Ave/Northern Ave

Peoria Crossings, Shops D (R040179)
Kimco Barclay Peoria Crossing L.P.
EASEMENT FOR PUBLIC WATER & SEWER LINES
Maricopa County Recording No. 2005-0828595
(Parcel No. 200-10-013C)

NEC 91st Ave/Northern Ave

SECTION 2. Public Easement and Land Rights

That pursuant to Section 25-10 of the Peoria City Code (1992), the Mayor and Council accept the deeds and public easements transferred to the City of Peoria as described herein.

Resolution No. 05-110
Acceptance of Deeds and Easements
July 05, 2005
Page: 4

SECTION 3. Recording Authorized

That the City Clerk shall record the original of this Resolution with the Maricopa County Recorder's Office.

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria, Maricopa County, Arizona, this 5th day of July, 2005.



for John C. Keegan, Mayor

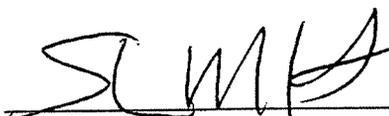
ATTEST:



Mary Jo Kief, City Clerk



APPROVED AS TO FORM:



Stephen M. Kemp, City Attorney

I:\projects\develop\council\Resolutions\Acceptance Reso_070505 Council

071352-3-1-1--
Esquivela

RESOLUTION NO. 05-111

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA ADOPTING A RESOLUTION AUTHORIZING THE ESTABLISHMENT OF PUBLIC STREETS, TO BE OPENED AND MAINTAINED BY THE CITY.

WHEREAS, the Mayor and Council of the City find and determine that the public health, safety and welfare require the establishment of public streets to be opened and maintained by the City; and

WHEREAS, the Mayor and Council are vested with the authority pursuant to Article 1, Section 3 (6) of the Peoria City Charter and Section 23-18 of the Peoria City Code (1992) to establish the general location and routing of public streets; and;

WHEREAS, the Engineering Director of the City having submitted a map indicating the general location of the proposed public streets and recommends the acceptance of the street by the City for inclusion in the City Street system:

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Peoria as follows:

SECTION 1. Recommendation of Engineering Director to Establish a Public Street.

That the Mayor and Council find and determine that it is in the interest of the public health, safety and welfare of the city to accept the recommendation of the Engineering Director to establish public streets in accordance with the general location set forth herein and accept the street for inclusion in the city street system and designate the streets for inclusion on the street classification map required by this chapter.

SECTION 2. Designation of a Public Street

That the Mayor and Council find and determine that the proposed public streets, as described below shall be designated to be either a major arterial, a minor arterial, a collector street or a local street, to be opened as a public street and maintained by the City.

Resolution No. 05-111
 Authorizing Establishment of Public Streets
 July 05, 2005
 Page 2 of 3 Pages

Lake Pleasant Parkway, IIIA (P-9609E)
 State Land Department
 ROADWAY DEDICATION
 Maricopa County Recording No. 2005-0776404
 (State Land ROW for Rdwy to Underground Utilities)

LPP S/O Pinnacle Peak

Lake Pleasant Parkway, IIIA (P-9609E)
 South Pacific District of the Christian Missionary
 Association
 SPECIAL WARRANTY DEED
 Maricopa County Recording No. 2005-0779511
 (Parcel No. 200-10-034A)

LPP S/O Pinnacle Peak

Lake Pleasant Parkway, IIIA (P-9609E)
 South Pacific District of the Christian Missionary
 Alliance
 SPECIAL WARRANTY DEED
 Maricopa County Recording No. 2005-0779512
 (Parcel No. 200-10-013C)

LPP S/O Pinnacle Peak

Harvey Hill (ML05-03)
 Harvey P. and Alice M. Hill
 DEDICATION OF PUBLIC ROADWAY
 Maricopa County Recording No. 2005-0779628
 (25-foot ROW Dedication)

7105 W. Hatfield Road

SECTION 3. Amendment of Plans and Maps

That the Mayor and Council find and determine that the Transportation Plan of the City's general plan, the street classification map and the local streets plan shall be amended in the manner required by law to reflect the addition of a public street as set forth herein.

SECTION 4. Signage, Posting and Effective Date

(a) That the Engineering Director or his designee are authorized to post such signage as deemed appropriate to indicate the existence of a public roadway and to provide for the safe and orderly movement of vehicular and pedestrian traffic on the public streets as set forth herein.

Resolution No. 05-111
Authorizing Establishment of Public Streets
July 05, 2005
Page 3 of 3 Pages

(b) That the City Attorney or his designee shall draft and submit the ordinances necessary to establish a speed limit for the public streets as set forth herein.

(c) That this Resolution shall become effective sixty-days after enactment by the City Council.

SECTION 5. Recording Authorized

That the City Clerk shall record the original of this Resolution with the Maricopa County Recorder's Office.

PASSED AND ADOPTED by the City of Peoria, Arizona this 5th day of July, 2005.

APPROVED July 5th, 2005

Pat Dennis
For John C. Keegan, Mayor

ATTEST:

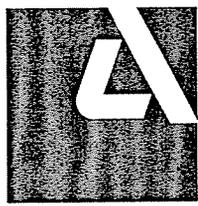
Mary Jo Kief
Mary Jo Kief, City Clerk



APPROVED AS TO FORM:

Stephen M. Kemp
Stephen M. Kemp, City Attorney

I:\projects\develop\CouncilResolutions\Designation_070505



LandAmerica

Schedule B's

Order # 1539172
Exceptions # 7
Schedule B – Section II

**STATE LAND DEPARTMENT
STATE OF ARIZONA**

RIGHT-OF-WAY

R/W No. 16-108908

THIS INDENTURE, made December 9, 2005, by and between the State of Arizona, hereinafter called the Grantor, and

CITY OF PEORIA

hereinafter called the Grantee.

WITNESSETH, that in accordance with the provisions of A.R.S. § 37-461, the Grantee herein has filed with the State Land Commissioner an application for a right-of-way for the purpose of constructing, operating, and maintaining

a public road and underground utilities

WHEREAS, the said map and field notes thereon have been adopted by the Grantee herein as the line of definite location of the aforesaid Right-of-Way, and which said right-of-way map is herein referred to and made a part hereof as fully as though set out herein, and

WHEREAS, it is understood and agreed by the Grantee herein that, as a condition precedent to the granting of the Right-of-Way applied for, the land covered by the said Right-of-Way shall be used for no purpose other than the location, construction and maintenance of said Right-of-Way over and across the following State lands, to-wit described in Appendix A.

TO HAVE AND TO HOLD the same for so long as it may be used for the purpose designated, and subject to the conditions and reservations set forth herein.

IT IS UNDERSTOOD AND AGREED that in case the necessity for the Right-of-Way shall no longer exist, or the Grantee should abandon or fail to use the same, then this grant shall become void, and the right to use the land and all the rights granted hereunder shall revert to the State of Arizona, whereupon the Grantee agrees to execute and deliver a complete release of all right, title and interest therein.

This grant is, and shall be binding upon the said Grantee, his successors and assigns.

IT IS FURTHER UNDERSTOOD AND AGREED that this Right-of-Way conveys no fee to the land described herein and no rights to any of the minerals, oil, gas, coal, natural products, etc., in said land and the State of Arizona reserves the right to grant mineral and/or oil and gas leases upon said land.

IT IS FURTHER UNDERSTOOD AND AGREED that the said Grantee shall not fence the said Right-of-Way, nor exclude from the use of the surface thereof the State of Arizona or its lessees or grantees.

THE SAID GRANTOR further reserves the right to grant to others, easements and rights-of-way over and across the lands described.

NOW THEREFORE, in accordance with the provisions of A.R.S. § 37-461 and agreeable to the conditions heretofore set forth, the Grantee herein is hereby authorized to locate, construct, operate and maintain said Right-of-Way over and across the State land described herein.

Grantee agrees to indemnify, hold and save Grantor harmless against all loss, damage, liability, expense, costs and charges incident to or resulting in any way from any injuries to person or damage to property caused by Grantee or resulting from the use, condition or occupation of the land.

EASEMENT CONDITIONS

1. With regard to the location, construction and maintenance of the Right-of-Way:
 - (a) Grantee shall ensure full compliance with the terms and conditions of this grant by its agents, employees and contractors (including sub-contractors of any tier), and the employees of each of them.
 - (b) Unless clearly inapplicable, the requirements and prohibitions imposed upon Grantee by these terms and conditions are also imposed upon Grantee's agents, employees, contractors, and sub-contractors, and the employees of each of them.

- (c) Failure or refusal of Grantee's agents, employees, contractors, sub-contractors, or their employees to comply with these terms and conditions shall be deemed to be the failure or refusal of Grantee.
 - (d) Grantee shall require its agents, contractors or sub-contractors to include these terms and conditions in all contracts and sub-contracts which are entered into by any of them, together with a provision that the other contracting party, together with its agents, employees, contractors and sub-contractors, and the employees of each of them, shall likewise be bound to comply with these terms and conditions.
2. All access roads over State land outside the Right-of-Way must be applied for and authorized in accordance with applicable regulations.
 3. No material may be removed by Grantee or its contractors without the written approval of the Commissioner.
 4. Grantee shall promptly notify the Commissioner of the amount of flora, if any, which will be cut, removed, or destroyed in the construction and maintenance of the project and shall pay the State Land Department such sum of money as the Commissioner may determine to be the full value of the flora to be so cut, removed or destroyed. Grantee shall notify the State Land Department and the Arizona Department of Agriculture 30 days prior to any destruction or removal of native plants to allow salvage of those plants where possible.
 5. Grantee shall conduct all construction and maintenance activities in a manner that will minimize disturbance to all land values including, but not limited to vegetation, drainage channels, and streambanks. Construction methods shall be designed to prevent degradation of soil conditions in areas where such degradation would result in detrimental erosion or subsidence. Grantee shall take such other soil and resource conservation and protection measures on the land under grant as determined necessary by the State Land Department.
 6. Grantee shall be required, upon completion of right-of-way construction, to make such rehabilitation measures on the State lands, including, but not limited to, restoration of the surface, revegetation, and fencing as determined necessary by the State Land Department.
 7. Upon revocation or termination of the Right-of-Way, the Grantee shall remove all equipment or facilities and, so far as is reasonably possible, restore and/or rehabilitate the land to its original condition, to the satisfaction of the Commissioner.

8. **Costs incurred by the Grantee in complying with restoration and rehabilitation requirements as determined by the State Land Department on State trust lands shall be borne by the Grantee.**
9. **Prior to surface disturbance, the Grantee hereof shall provide evidence of archaeological clearance to the Arizona State Land Department. Archaeological surveys and site mitigation must be conducted in accordance with rules and regulations promulgated by the Director, Arizona State Museum. In the event additional archaeological resources are detected by Grantee after receipt of archaeological clearance, all work shall cease and notification shall be given to the Director, Arizona State Museum.**
10. **THIS DOCUMENT is submitted for examination and shall have no binding effect on the parties unless and until executed by the Grantor (after execution by the Grantee), and a fully executed copy is delivered to the Grantee.**
11. **IN THE EVENT OF A DISPUTE between the parties to this Agreement, it is agreed to use arbitration to resolve the dispute but only to the extent required by A.R.S. § 12-1518; and, in no event shall arbitration be employed to resolve a dispute which is otherwise subject to administrative review by the Department pursuant to statute or Department Administrative Rule.**
12. **Grantor reserves the right to relinquish to the United States pursuant to the U.S. Act of August 30, 1890, land needed for irrigation works in connection with a government reclamation project.**
13. **Notice of authority to cancel this contract: This contract is subject to cancellation pursuant to A.R.S. § 38-511.**
14. **Native Plant Law: If the removal of plants protected under the Arizona Native Plant Law is necessary to enjoy the privilege of this Document, the Grantee hereunder must previously acquire the written permission of the Arizona State Land Department and the Arizona Department of Agriculture to remove those plants.**
15. **The State of Arizona, through its State Land Department, retains ownership of the land. The use of this Right-of-Way is to be non-exclusive. This easement is sold SUBJECT to existing reservations, easements or rights-of-way heretofore legally obtained and now in full force and effect.**
16. **The Department does not represent or warrant that access exists over other State lands which intervene respectively between this Right-of-Way easement and the nearest public roadway.**

17. **SUBJECT to the express condition that when the lands cease to be put to the stated purpose, said easement shall cease and terminate. Said termination shall be effected through judicial proceedings instituted by or on behalf of any officer or employee of the State of Arizona in a court of general jurisdiction of the State.**
18. **Grantee shall adhere to all applicable rules, regulations, ordinances and building codes as promulgated by local jurisdiction and any applicable agencies.**
19. **Grantee shall not exclude from use of State of Arizona, its lessees or grantees, or the general public the right of ingress and egress over this roadway.**
20. **Grantee shall acquire any necessary permits from the Arizona Department of Transportation and/or the County Highway Department prior to construction.**
21. **Every obligation of the State under this Right-of-Way is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Right-of-Way, this Right-of-Way may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or any damages as a result of termination under this paragraph.**
22. **The parties agree to be bound by applicable State and Federal rules governing Equal Employment Opportunity, Non-discrimination and Disabilities, including Executive Order No. 99-4.**

Within 30 days of project completion, Grantee shall submit a completed certificate of construction. (Copy Attached)

ENVIRONMENTAL INDEMNITY

Grantee shall protect, defend, indemnify and hold harmless the Grantor from and against all liabilities, costs, charges and expenses, including attorneys' fees and court costs arising out of or related to the presence of or existence of any substance regulated under any applicable federal, state or local environmental laws, regulations, ordinances or amendments thereto because of: (a) any substance that came to be located on the Right-of-Way due to Grantee's use or occupancy of the lands by the Grantee before or after the issuance of the Right-of-Way; or (b) any release, threatened release or escape of any substance in, on, under or from said Right-of-Way that is caused, in whole or in part, by any conduct, actions or negligence of the Grantee, regardless of when such substance came to be located on the Right-of-Way.

For the purposes of this Right-of-Way, the term "regulated substances" shall include substances defined as "regulated substances", "hazardous waste", hazardous substances", "hazardous materials", "toxic substances" or "pesticides" in the Resource Conservation and Recovery Act, as amended by the Hazardous and Solid Waste Amendments of 1984, the Comprehensive Environmental Response, Compensation and Liability Act, the Hazardous Materials Transportation Act, the Toxic Substance Control Act, the Federal Insecticide, Fungicide and Rodenticide Act, the relevant local and state environmental laws, and the regulations, rules and ordinances adopted and publications promulgated pursuant to the local, state and federal laws. This indemnification shall include, without limitation, claims or damages arising out of any violations of applicable environmental laws, regulations, ordinances or subdivisions thereof, regardless of any real or alleged strict liability on the part of Grantor. This environmental indemnity shall survive the expiration or termination of this Right-of-Way and/or any transfer of all or any portion of the Premises and shall be governed by the laws of the State of Arizona.

In the event any such action or claim is brought or asserted against the Grantor, the Grantee shall have the right, subject to the right of the Grantor to make all final decisions with respect to Grantor's liability for claims or damages, (i) to participate with Grantor in the conduct of any further required cleanup, removal or remedial actions and/or negotiation and defense of any claim indemnifiable under this environmental indemnity provision, having reasonable regard to the continuing conduct of the operation/business located on the Premises and (ii) to participate with the Grantor in negotiating and finalizing any agreement or settlement with respect to any such claim or cleanup.

**ADDITIONAL CONDITION
LEGALS EXHIBIT
No. 16-108908**

The legal descriptions for this right of way are detailed as follows:

See Exhibit "I" attached hereto.

Subject to Grantor's rules and policies then in place and as a result of construction related restrictions, Grantor and Grantee may agree to modify the legal description by Grantee submitting "as Built" or "proposed realignment" legals, depending on the situation, to the Grantor for Grantor's review. If approved by Grantor and additional acreage is impacted, Grantee agrees to pay an appraised or pro-rated charge as the Grantor determines is appropriate. No refund will be made for a reduction in acreage.

**LAKE PLEASANT TOWNE CENTER
YEARLING ROAD RIGHT-OF-WAY
LEGAL DESCRIPTION**

That portion of the West half of Section 4, Township 4 North, Range 1 East of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

BEGINNING at a stone with "x" marked $\frac{1}{4}$ accepted as the West Quarter corner of said Section 4, from which a brass cap flush accepted as the center of Section bears South 88 degrees 59 minutes 30 seconds East a distance of 2677.22 feet;

Thence along the west line of said Section 4, South 00 degrees 05 minutes 14 seconds East a distance of 40.01 feet;

Thence leaving said west line, South 88 degrees 59 minutes 30 seconds East a distance of 112.34 feet;

Thence South 01 degrees 00 minutes 30 seconds West a distance of 160.00 feet;

Thence South 88 degrees 59 minutes 30 seconds East a distance of 190.00 feet;

Thence North 01 degrees 00 minutes 30 seconds East a distance of 160.00 feet;

Thence South 88 degrees 59 minutes 30 seconds East a distance of 546.05 feet to the centerline of Lake Pleasant Road recorded as M.C.D.O.T. R/W 16-105237;

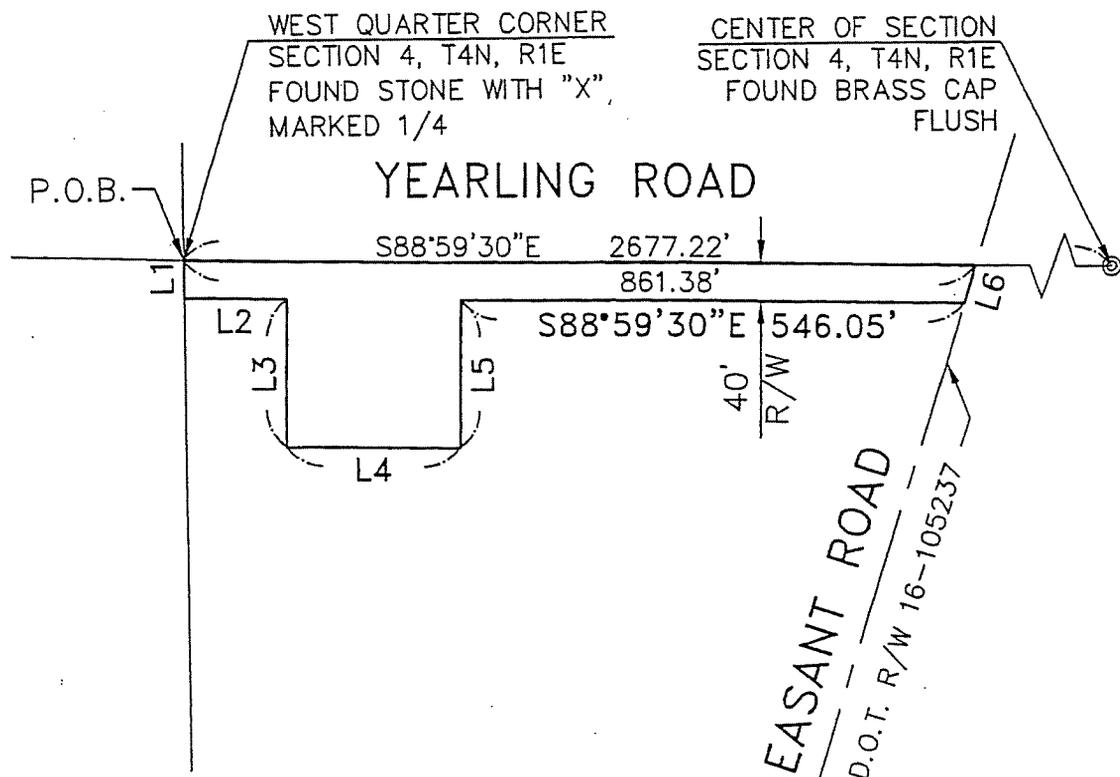
Thence along said centerline, North 17 degrees 59 minutes 32 seconds East a distance of 41.83 feet, to the north line of the southwest quarter of said Section 4;

Thence along said north line, North 88 degrees 59 minutes 30 seconds West a distance of 861.38 feet to the **POINT OF BEGINNING**.

Site area contains 64,596 Square Feet or 1.4829 Acres, more or less.

Prepared by: CMX L.L.C.
7740 N. 16th Street, Suite 100
Phoenix, AZ 85020
Project No. 7209
December 9, 2005





LINE TABLE		
LINE	LENGTH	BEARING
L1	40.01'	S00°05'14"E
L2	112.34'	S88°59'30"E
L3	160.00'	S01°00'30"W
L4	190.00'	S88°59'30"E
L5	160.00'	N01°00'30"E
L6	41.83'	N17°59'32"E

CENTER OF SECTION
SECTION 4, T4N, R1E
FOUND BRASS CAP
FLUSH

WEST QUARTER CORNER
SECTION 4, T4N, R1E
FOUND STONE WITH "X",
MARKED 1/4

YEARLING ROAD

LAKE PLEASANT ROAD
CENTERLINE M.C.D.O.T. R/W 16-105237

SITE AREA CONTAINS 64,596 SQ. FT.
OF 1.4829 ACRES MORE OR LESS



CMX PROJ. 7209
DATE: 12/8/05
SCALE: N.T.S.
DRAWN BY: JR
CHECKED BY: KJP

LAKE PLEASANT TOWNE CENTER
YEARLING ROAD RIGHT-OF-WAY
PEORIA, ARIZONA
EXHIBIT "A"

7740 N. 16TH ST. STE.100
PHOENIX, AZ 85020
PH (602) 567-1900
FAX (602) 567-1901
www.cmxinc.com



ADDITIONAL CONDITIONS
PLANTS
#16-108908

1. Every effort should be made to salvage any plants that may be disturbed during construction.
2. This right of way requires payment for any flora cut, removed or destroyed in the construction of the project (see stumpage fee schedule attached).

ATTACHMENT I

SPECIES	STUMPAGE	WHOLESALE	RETAIL
Saguaro	\$3.00/lin. ft	\$12.00/lin. ft	\$190/06' Spear \$310/10' Spear \$640/15' Two Arms
Saguaro Skeleton	\$1.00/lin. ft	\$2.00/lin. ft	\$95.00
Barrel	\$2.00	\$9.00	\$24/1-1 1/2' \$67/3' \$100/cluster
Ocotillo	\$2.50	\$15.00	\$33/up to 20 canes \$53/21-40 canes
Yucca	\$5.00	\$15.00	\$42/3' \$60/6'
Joshua Tree	\$10.00	\$30.00	\$160/5 heads
Senita	Consult District Forester	Consult District Forester	\$245/4' \$450/6'
Organ Pipe	Consult District Forester	Consult District Forester	\$500/4' \$1,125/6'
Hedgehog	\$2.00	\$7.00	\$16/small \$28/large
Pincushion	\$2.00	\$5.00	\$10
Cholla	\$1.00	\$7.00	\$10/small \$29/large
Cholla Skeleton	\$2.00	\$5.00	\$14
Prickly Pear	\$1.00	\$7.00	\$13/small \$22/large
Sotol	\$2.00	\$15.00	\$24
Agave	\$2.00	\$15.00	\$15/small \$32/large
Mesquite	\$5.00	\$120.00	\$330/10'
Palo Verde	\$5.00	\$120.00	\$330
Ironwood	\$10.00	\$150.00	\$330
Smoketree	\$10.00	\$150.00	
Crucifixion Thorn	\$5.00	\$120	

CORD WOOD

SPECIES	STUMPAGE	WHOLESALE	RETAIL
Ponderosa Pine	\$8.00/Cord	\$65.00/Cord	
Pinyon Pine	\$8.00/Cord	\$65.00/Cord	
Oak	\$35.00/Cord	\$100/Cord	
Juniper	\$8.00/Cord	\$65.00/Cord	
Mesquite	\$30.00/Cord	\$75.00/Cord	
Palo Verde	\$30.00/Cord	\$75.00/Cord	
Beargrass	\$5.00/Ton	\$10/Ton	

MISCELLANEOUS SHRUBS, AND OTHERS OF SIMILAR GROWTH FORM.

SPECIES	STUMPAGE	WHOLESALE	RETAIL
Mormon Tea	\$2.00	\$8.00	
Greythorn	\$2.00	\$8.00	
Jojoba	\$2.00	\$8.00	
Creosote	\$2.00	\$8.00	
Desert Hackberry	\$2.00	\$8.00	

MISCELLANEOUS HALF SHRUBS, AND OTHERS OF SIMILAR GROWTH FORM.

SPECIES	STUMPAGE	WHOLESALE	RETAIL
Triangle Leaf Bursage	\$0.25	\$2.25	

ADDITIONAL CONDITIONS FOR
UNDERGROUND INSTALLATION
#16-108908

1. All rock brought to the surface along with topsoil and overburden from the affected Trust lands shall be salvaged and stockpiled separately in a manner that re-placement shall utilize one hundred (100%) percent of the materials upon project completion. Excess rock unsuitable for scattering shall be disposed of in a manner and location authorized by the Grantor.
2. All equipment shall be removed from the site within seven (7) days of project completion.
3. In the event the Grantor determines that the affected Trust lands have not been restored and/or rehabilitated to the satisfaction of the Grantor, or the surrounding Trust lands have been adversely affected, Grantee shall amend right of way to include affected Trust lands and remit compensation to the Grantor in an amount representing the greater of actual damages or three (3) times the contract rent within (30) days.
4. Grantee shall maintain the easement area in the manner described above during the term of this easement. Grantee agrees to complete any necessary restoration and rehabilitation to the satisfaction of the Grantor within ninety (90) days of written notification of non-compliance.

DURING ANY CONSTRUCTION: Grantee shall comply with the following "Guidelines For Handling Sonoran Desert Tortoises" including, but not limited to, contacting the Arizona Game and Fish Department for any revisions. In the event of a revision, Grantee shall comply with the most current revision.

**GUIDELINES FOR HANDLING SONORAN DESERT TORTOISES
ENCOUNTERED ON DEVELOPMENT PROJECTS
Arizona Game and Fish Department
Revised October 18, 2000**

The Arizona Game and Fish Department (Department) has developed the following guidelines to reduce potential impacts to desert tortoises, and to promote the continued existence of tortoises throughout the state. These guidelines apply to short-term and/or small-scale projects, depending on the number of affected tortoises and specific type of project.

Desert tortoises of the Sonoran population are those occurring south and east of the Colorado River. Tortoises encountered in the open should be moved out of harm's way to adjacent appropriate habitat. If an occupied burrow is determined to be in jeopardy of destruction, the tortoise should be relocated to the nearest appropriate alternate burrow or other appropriate shelter, as determined by a qualified biologist. Tortoises should be moved less than 48 hours in advance of the habitat disturbance so they do not return to the area in the interim. Tortoises should be moved quickly, kept in an upright position at all times and placed in the shade. Separate disposable gloves should be worn or each tortoise handled to avoid potential transfer of disease between tortoises. Tortoises must not be moved if the ambient air temperature exceeds 105 degrees fahrenheit unless an alternate burrow is available or the tortoise is in imminent danger.

A tortoise may be moved up to two miles, but no further than necessary from its original location. If a release site, or alternate burrow, is unavailable within this distance, and ambient air temperature exceeds 105 degrees fahrenheit, the Department should be contacted to place the tortoise into a Department-regulated desert tortoise adoption program. Tortoises salvaged from projects which result in substantial permanent habitat loss (e.g., housing and highway projects), or those requiring removal during long-term (longer than one week) construction projects, will also be placed in desert tortoise adoption programs. *Managers of projects likely to affect desert tortoises should obtain a scientific collecting permit from the Department to facilitate temporary possession of tortoises.* Likewise, if large numbers of tortoise (>5) are expected to be displaced by a project, the project manager should contact the Department for guidance and/or assistance.

Please keep in mind the following points:

- These guidelines do not apply to the Mohave population of desert tortoises (north and west of the Colorado River) Mohave desert tortoises are specifically protected under the Endangered Species Act, as administered by the U.S. Fish and Wildlife Service.
- These guidelines are subject to revision at the discretion of the Department. We recommend that the Department be contacted during the planning stages of any project that may affect desert tortoises.
- Take possession, or harassment of wild desert tortoises is prohibited by state law. Unless specifically authorized by the Department, or as noted above, project personnel should avoid disturbing any tortoise.

STATE OF ARIZONA LAND DEPARTMENT
1616 W. ADAMS
PHOENIX, AZ 85007

RUN DATE 09-DEC-2005
RUN TIME: 10:07:49
APPENDIX A
PAGE: 001

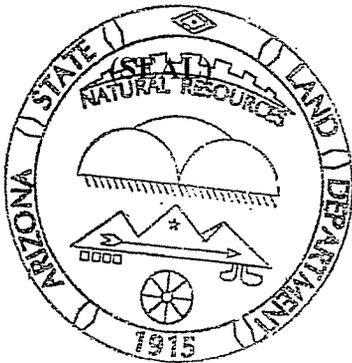
KE-LEASE#: 016-108908-00-000 APPTYPE: NEW
AMENDMENT#: 0

LAND#	LEGAL DESCRIPTION	AUS	ACREAGE
04.0-N-01.0-E-04-07-031-9011	M&B THRU N2NWSW	0.00	1.480
TOTALS:		0.00	1.480

IN WITNESS HEREOF, the parties hereto have signed this Document effective the day and year set forth previously herein.

STATE OF ARIZONA, GRANTOR
Arizona State Land Commissioner

By: Neil Baser 2-2-06
Date



CITY OF PEORIA
GRANTEE

Dana Moody 12/14/05
By Date

8401 W Monroe St
Address

Peoria Az 85345
City State Zip

GRANTEE'S CERTIFICATE OF CONSTRUCTION

RIGHT OF WAY NUMBER: _____

NAME OF GRANTEE: _____

DATE ISSUED: _____

PERMITTED USE: _____

LAND DEPARTMENT ADMINISTRATOR: _____

DATE CONSTRUCTION STARTED: _____

DATE CONSTRUCTION COMPLETED: _____

I hereby certify that the facilities authorized by the State Land Commissioner, were actually constructed and tested in accordance with the terms of the grant, in compliance with any required plans and specifications, and applicable Federal and State laws and regulations.

Grantee's Signature

Date

Title

Return To: Arizona State Land Department
R/W Section
1616 W. Adams
Phoenix, AZ 85007

020663-16-1-1--
Kelleyc

**STATE LAND DEPARTMENT
STATE OF ARIZONA**

RIGHT-OF-WAY

R/W No. 16-108908

THIS INDENTURE, made December 9, 2005, by and between the State of Arizona,
hereinafter called the Grantor, and

CITY OF PEORIA

hereinafter called the Grantee.

WITNESSETH, that in accordance with the provisions of A.R.S. § 37-461, the Grantee herein has filed with the State Land Commissioner an application for a right-of-way for the purpose of constructing, operating, and maintaining

a public road and underground utilities

WHEREAS, the said map and field notes thereon have been adopted by the Grantee herein as the line of definite location of the aforesaid Right-of-Way, and which said right-of-way map is herein referred to and made a part hereof as fully as though set out herein, and

WHEREAS, it is understood and agreed by the Grantee herein that, as a condition precedent to the granting of the Right-of-Way applied for, the land covered by the said Right-of-Way shall be used for no purpose other than the location, construction and maintenance of said Right-of-Way over and across the following State lands, to-wit described in Appendix A.

TO HAVE AND TO HOLD the same for so long as it may be used for the purpose designated, and subject to the conditions and reservations set forth herein.

IT IS UNDERSTOOD AND AGREED that in case the necessity for the Right-of-Way shall no longer exist, or the Grantee should abandon or fail to use the same, then this grant shall become void, and the right to use the land and all the rights granted hereunder shall revert to the State of Arizona, whereupon the Grantee agrees to execute and deliver a complete release of all right, title and interest therein.

This grant is, and shall be binding upon the said Grantee, his successors and assigns.

IT IS FURTHER UNDERSTOOD AND AGREED that this Right-of-Way conveys no fee to the land described herein and no rights to any of the minerals, oil, gas, coal, natural products, etc., in said land and the State of Arizona reserves the right to grant mineral and/or oil and gas leases upon said land.

IT IS FURTHER UNDERSTOOD AND AGREED that the said Grantee shall not fence the said Right-of-Way, nor exclude from the use of the surface thereof the State of Arizona or its lessees or grantees.

THE SAID GRANTOR further reserves the right to grant to others, easements and rights-of-way over and across the lands described.

NOW THEREFORE, in accordance with the provisions of A.R.S. § 37-461 and agreeable to the conditions heretofore set forth, the Grantee herein is hereby authorized to locate, construct, operate and maintain said Right-of-Way over and across the State land described herein.

Grantee agrees to indemnify, hold and save Grantor harmless against all loss, damage, liability, expense, costs and charges incident to or resulting in any way from any injuries to person or damage to property caused by Grantee or resulting from the use, condition or occupation of the land.

EASEMENT CONDITIONS

1. With regard to the location, construction and maintenance of the Right-of-Way:
 - (a) Grantee shall ensure full compliance with the terms and conditions of this grant by its agents, employees and contractors (including sub-contractors of any tier), and the employees of each of them.
 - (b) Unless clearly inapplicable, the requirements and prohibitions imposed upon Grantee by these terms and conditions are also imposed upon Grantee's agents, employees, contractors, and sub-contractors, and the employees of each of them.

- (c) Failure or refusal of Grantee's agents, employees, contractors, sub-contractors, or their employees to comply with these terms and conditions shall be deemed to be the failure or refusal of Grantee.
- (d) Grantee shall require its agents, contractors or sub-contractors to include these terms and conditions in all contracts and sub-contracts which are entered into by any of them, together with a provision that the other contracting party, together with its agents, employees, contractors and sub-contractors, and the employees of each of them, shall likewise be bound to comply with these terms and conditions.
2. All access roads over State land outside the Right-of-Way must be applied for and authorized in accordance with applicable regulations.
 3. No material may be removed by Grantee or its contractors without the written approval of the Commissioner.
 4. Grantee shall promptly notify the Commissioner of the amount of flora, if any, which will be cut, removed, or destroyed in the construction and maintenance of the project and shall pay the State Land Department such sum of money as the Commissioner may determine to be the full value of the flora to be so cut, removed or destroyed. Grantee shall notify the State Land Department and the Arizona Department of Agriculture 30 days prior to any destruction or removal of native plants to allow salvage of those plants where possible.
 5. Grantee shall conduct all construction and maintenance activities in a manner that will minimize disturbance to all land values including, but not limited to vegetation, drainage channels, and streambanks. Construction methods shall be designed to prevent degradation of soil conditions in areas where such degradation would result in detrimental erosion or subsidence. Grantee shall take such other soil and resource conservation and protection measures on the land under grant as determined necessary by the State Land Department.
 6. Grantee shall be required, upon completion of right-of-way construction, to make such rehabilitation measures on the State lands, including, but not limited to, restoration of the surface, revegetation, and fencing as determined necessary by the State Land Department.
 7. Upon revocation or termination of the Right-of-Way, the Grantee shall remove all equipment or facilities and, so far as is reasonably possible, restore and/or rehabilitate the land to its original condition, to the satisfaction of the Commissioner.

8. **Costs incurred by the Grantee in complying with restoration and rehabilitation requirements as determined by the State Land Department on State trust lands shall be borne by the Grantee.**
9. **Prior to surface disturbance, the Grantee hereof shall provide evidence of archaeological clearance to the Arizona State Land Department. Archaeological surveys and site mitigation must be conducted in accordance with rules and regulations promulgated by the Director, Arizona State Museum. In the event additional archaeological resources are detected by Grantee after receipt of archaeological clearance, all work shall cease and notification shall be given to the Director, Arizona State Museum.**
10. **THIS DOCUMENT is submitted for examination and shall have no binding effect on the parties unless and until executed by the Grantor (after execution by the Grantee), and a fully executed copy is delivered to the Grantee.**
11. **IN THE EVENT OF A DISPUTE between the parties to this Agreement, it is agreed to use arbitration to resolve the dispute but only to the extent required by A.R.S. § 12-1518; and, in no event shall arbitration be employed to resolve a dispute which is otherwise subject to administrative review by the Department pursuant to statute or Department Administrative Rule.**
12. **Grantor reserves the right to relinquish to the United States pursuant to the U.S. Act of August 30, 1890, land needed for irrigation works in connection with a government reclamation project.**
13. **Notice of authority to cancel this contract: This contract is subject to cancellation pursuant to A.R.S. § 38-511.**
14. **Native Plant Law: If the removal of plants protected under the Arizona Native Plant Law is necessary to enjoy the privilege of this Document, the Grantee hereunder must previously acquire the written permission of the Arizona State Land Department and the Arizona Department of Agriculture to remove those plants.**
15. **The State of Arizona, through its State Land Department, retains ownership of the land. The use of this Right-of-Way is to be non-exclusive. This easement is sold SUBJECT to existing reservations, easements or rights-of-way heretofore legally obtained and now in full force and effect.**
16. **The Department does not represent or warrant that access exists over other State lands which intervene respectively between this Right-of-Way easement and the nearest public roadway.**

17. **SUBJECT to the express condition that when the lands cease to be put to the stated purpose, said easement shall cease and terminate. Said termination shall be effected through judicial proceedings instituted by or on behalf of any officer or employee of the State of Arizona in a court of general jurisdiction of the State.**
18. **Grantee shall adhere to all applicable rules, regulations, ordinances and building codes as promulgated by local jurisdiction and any applicable agencies.**
19. **Grantee shall not exclude from use of State of Arizona, its lessees or grantees, or the general public the right of ingress and egress over this roadway.**
20. **Grantee shall acquire any necessary permits from the Arizona Department of Transportation and/or the County Highway Department prior to construction.**
21. **Every obligation of the State under this Right-of-Way is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Right-of-Way, this Right-of-Way may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or any damages as a result of termination under this paragraph.**
22. **The parties agree to be bound by applicable State and Federal rules governing Equal Employment Opportunity, Non-discrimination and Disabilities, including Executive Order No. 99-4.**

Within 30 days of project completion, Grantee shall submit a completed certificate of construction. (Copy Attached)

ENVIRONMENTAL INDEMNITY

Grantee shall protect, defend, indemnify and hold harmless the Grantor from and against all liabilities, costs, charges and expenses, including attorneys' fees and court costs arising out of or related to the presence of or existence of any substance regulated under any applicable federal, state or local environmental laws, regulations, ordinances or amendments thereto because of: (a) any substance that came to be located on the Right-of-Way due to Grantee's use or occupancy of the lands by the Grantee before or after the issuance of the Right-of-Way; or (b) any release, threatened release or escape of any substance in, on, under or from said Right-of-Way that is caused, in whole or in part, by any conduct, actions or negligence of the Grantee, regardless of when such substance came to be located on the Right-of-Way.

For the purposes of this Right-of-Way, the term "regulated substances" shall include substances defined as "regulated substances", "hazardous waste", hazardous substances", "hazardous materials", "toxic substances" or "pesticides" in the Resource Conservation and Recovery Act, as amended by the Hazardous and Solid Waste Amendments of 1984, the Comprehensive Environmental Response, Compensation and Liability Act, the Hazardous Materials Transportation Act, the Toxic Substance Control Act, the Federal Insecticide, Fungicide and Rodenticide Act, the relevant local and state environmental laws, and the regulations, rules and ordinances adopted and publications promulgated pursuant to the local, state and federal laws. This indemnification shall include, without limitation, claims or damages arising out of any violations of applicable environmental laws, regulations, ordinances or subdivisions thereof, regardless of any real or alleged strict liability on the part of Grantor. This environmental indemnity shall survive the expiration or termination of this Right-of-Way and/or any transfer of all or any portion of the Premises and shall be governed by the laws of the State of Arizona.

In the event any such action or claim is brought or asserted against the Grantor, the Grantee shall have the right, subject to the right of the Grantor to make all final decisions with respect to Grantor's liability for claims or damages, (i) to participate with Grantor in the conduct of any further required cleanup, removal or remedial actions and/or negotiation and defense of any claim indemnifiable under this environmental indemnity provision, having reasonable regard to the continuing conduct of the operation/business located on the Premises and (ii) to participate with the Grantor in negotiating and finalizing any agreement or settlement with respect to any such claim or cleanup.

**ADDITIONAL CONDITION
LEGALS EXHIBIT
No. 16-108908**

The legal descriptions for this right of way are detailed as follows:

See Exhibit "I" attached hereto.

Subject to Grantor's rules and policies then in place and as a result of construction related restrictions, Grantor and Grantee may agree to modify the legal description by Grantee submitting "as Built" or "proposed realignment" legals, depending on the situation, to the Grantor for Grantor's review. If approved by Grantor and additional acreage is impacted, Grantee agrees to pay an appraised or pro-rated charge as the Grantor determines is appropriate. No refund will be made for a reduction in acreage.

**LAKE PLEASANT TOWNE CENTER
YEARLING ROAD RIGHT-OF-WAY
LEGAL DESCRIPTION**

That portion of the West half of Section 4, Township 4 North, Range 1 East of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

BEGINNING at a stone with "x" marked ¼ accepted as the West Quarter corner of said Section 4, from which a brass cap flush accepted as the center of Section bears South 88 degrees 59 minutes 30 seconds East a distance of 2677.22 feet;

Thence along the west line of said Section 4, South 00 degrees 05 minutes 14 seconds East a distance of 40.01 feet;

Thence leaving said west line, South 88 degrees 59 minutes 30 seconds East a distance of 112.34 feet;

Thence South 01 degrees 00 minutes 30 seconds West a distance of 160.00 feet;

Thence South 88 degrees 59 minutes 30 seconds East a distance of 190.00 feet;

Thence North 01 degrees 00 minutes 30 seconds East a distance of 160.00 feet;

Thence South 88 degrees 59 minutes 30 seconds East a distance of 546.05 feet to the centerline of Lake Pleasant Road recorded as M.C.D.O.T. RW 16-105237;

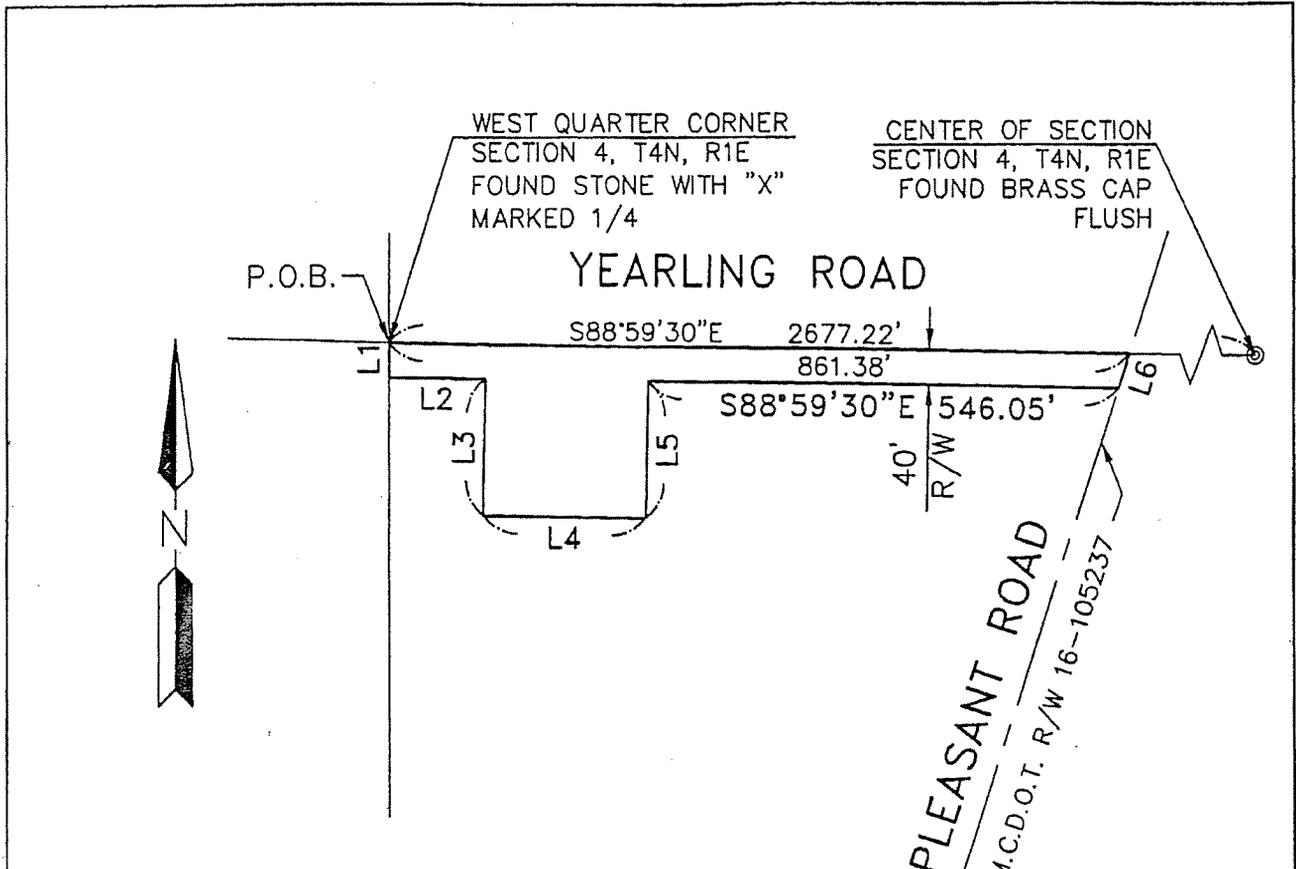
Thence along said centerline, North 17 degrees 59 minutes 32 seconds East a distance of 41.83 feet, to the north line of the southwest quarter of said Section 4;

Thence along said north line, North 88 degrees 59 minutes 30 seconds West a distance of 861.38 feet to the **POINT OF BEGINNING**.

Site area contains 64,596 Square Feet or 1.4829 Acres, more or less.

Prepared by: CMX L.L.C.
7740 N. 16th Street, Suite 100
Phoenix, AZ 85020
Project No. 7209
December 9, 2005





LINE TABLE		
LINE	LENGTH	BEARING
L1	40.01'	S00°05'14"E
L2	112.34'	S88°59'30"E
L3	160.00'	S01°00'30"W
L4	190.00'	S88°59'30"E
L5	160.00'	N01°00'30"E
L6	41.83'	N17°59'32"E

SITE AREA CONTAINS 64,596 SQ. FT.
OF 1.4829 ACRES MORE OR LESS

LAKE PLEASANT ROAD
CENTERLINE M.C.D.O.T. R/W 16-105237



CMX PROJ.	7209	LAKE PLEASANT TOWNE CENTER YEARLING ROAD RIGHT-OF-WAY PEORIA, ARIZONA	7740 N. 16TH ST. STE.100 PHOENIX, AZ 85020 PH (602) 567-1900 FAX (602) 567-1901 www.cmxinc.com	
DATE:	12/8/05			
SCALE:	N.T.S.	EXHIBIT "A"		
DRAWN BY:	JR			
CHECKED BY:	KJP			

\\7200\7209\Exhibits\7209-YEARLING-ROW.dwg 12-09-2005 -- 8:00am

**ADDITIONAL CONDITIONS
PLANTS
#16-108908**

1. Every effort should be made to salvage any plants that may be disturbed during construction.
2. This right of way requires payment for any flora cut, removed or destroyed in the construction of the project (see stumpage fee schedule attached).

ATTACHMENT I

SPECIES	STUMPAGE	WHOLESALE	RETAIL
Saguaro	\$3.00/lin. ft	\$12.00/lin. ft	\$190/06' Spear \$310/10' Spear \$640/15' Two Arms
Saguaro Skeleton	\$1.00/lin. ft	\$2.00/lin. ft	\$95.00
Barrel	\$2.00	\$9.00	\$24/1-1 1/2' \$67/3' \$100/cluster
Ocotillo	\$2.50	\$15.00	\$33/up to 20 canes \$53/21-40 canes
Yucca	\$5.00	\$15.00	\$42/3' \$60/6'
Joshua Tree	\$10.00	\$30.00	\$160/5 heads
Senita	Consult District Forester	Consult District Forester	\$245/4' \$450/6'
Organ Pipe	Consult District Forester	Consult District Forester	\$500/4' \$1,125/6'
Hedgehog	\$2.00	\$7.00	\$16/small \$28/large
Pincushion	\$2.00	\$5.00	\$10
Cholla	\$1.00	\$7.00	\$10/small \$29/large
Cholla Skeleton	\$2.00	\$5.00	\$14
Prickly Pear	\$1.00	\$7.00	\$13/small \$22/large
Sotol	\$2.00	\$15.00	\$24
Agave	\$2.00	\$15.00	\$15/small \$32/large
Mesquite	\$5.00	\$120.00	\$330/10'
Palo Verde	\$5.00	\$120.00	\$330
Ironwood	\$10.00	\$150.00	\$330
Smoketree	\$10.00	\$150.00	
Crucifixion Thorn	\$5.00	\$120	

CORD WOOD			
SPECIES	STUMPAGE	WHOLESALE	RETAIL
Ponderosa Pine	\$8.00/Cord	\$65.00/Cord	
Pinyon Pine	\$8.00/Cord	\$65.00/Cord	
Oak	\$35.00/Cord	\$100/Cord	
Juniper	\$8.00/Cord	\$65.00/Cord	
Mesquite	\$30.00/Cord	\$75.00/Cord	
Palo Verde	\$30.00/Cord	\$75.00/Cord	
Beargrass	\$5.00/Ton	\$10/Ton	
MISCELLANEOUS SHRUBS, AND OTHERS OF SIMILAR GROWTH FORM.			
SPECIES	STUMPAGE	WHOLESALE	RETAIL
Mormon Tea	\$2.00	\$8.00	
Greythorn	\$2.00	\$8.00	
Jojoba	\$2.00	\$8.00	
Creosote	\$2.00	\$8.00	
Desert Hackberry	\$2.00	\$8.00	
MISCELLANEOUS HALF SHRUBS, AND OTHERS OF SIMILAR GROWTH FORM.			
SPECIES	STUMPAGE	WHOLESALE	RETAIL
Triangle Leaf Bursage	\$0.25	\$2.25	

ADDITIONAL CONDITIONS FOR
UNDERGROUND INSTALLATION
#16-108908

1. All rock brought to the surface along with topsoil and overburden from the affected Trust lands shall be salvaged and stockpiled separately in a manner that re-placement shall utilize one hundred (100%) percent of the materials upon project completion. Excess rock unsuitable for scattering shall be disposed of in a manner and location authorized by the Grantor.
2. All equipment shall be removed from the site within seven (7) days of project completion.
3. In the event the Grantor determines that the affected Trust lands have not been restored and/or rehabilitated to the satisfaction of the Grantor, or the surrounding Trust lands have been adversely affected, Grantee shall amend right of way to include affected Trust lands and remit compensation to the Grantor in an amount representing the greater of actual damages or three (3) times the contract rent within (30) days.
4. Grantee shall maintain the easement area in the manner described above during the term of this easement. Grantee agrees to complete any necessary restoration and rehabilitation to the satisfaction of the Grantor within ninety (90) days of written notification of non-compliance.

DURING ANY CONSTRUCTION: Grantee shall comply with the following "Guidelines For Handling Sonoran Desert Tortoises" including, but not limited to, contacting the Arizona Game and Fish Department for any revisions. In the event of a revision, Grantee shall comply with the most current revision.

**GUIDELINES FOR HANDLING SONORAN DESERT TORTOISES
ENCOUNTERED ON DEVELOPMENT PROJECTS**

Arizona Game and Fish Department
Revised October 18, 2000

The Arizona Game and Fish Department (Department) has developed the following guidelines to reduce potential impacts to desert tortoises, and to promote the continued existence of tortoises throughout the state. These guidelines apply to short-term and/or small-scale projects, depending on the number of affected tortoises and specific type of project.

Desert tortoises of the Sonoran population are those occurring south and east of the Colorado River. Tortoises encountered in the open should be moved out of harm's way to adjacent appropriate habitat. If an occupied burrow is determined to be in jeopardy of destruction, the tortoise should be relocated to the nearest appropriate alternate burrow or other appropriate shelter, as determined by a qualified biologist. Tortoises should be moved less than 48 hours in advance of the habitat disturbance so they do not return to the area in the interim. Tortoises should be moved quickly, kept in an upright position at all times and placed in the shade. Separate disposable gloves should be worn or each tortoise handled to avoid potential transfer of disease between tortoises. Tortoises must not be moved if the ambient air temperature exceeds 105 degrees fahrenheit unless an alternate burrow is available or the tortoise is in imminent danger.

A tortoise may be moved up to two miles, but no further than necessary from its original location. If a release site, or alternate burrow, is unavailable within this distance, and ambient air temperature exceeds 105 degrees fahrenheit, the Department should be contacted to place the tortoise into a Department-regulated desert tortoise adoption program. Tortoises salvaged from projects which result in substantial permanent habitat loss (e.g., housing and highway projects), or those requiring removal during long-term (longer than one week) construction projects, will also be placed in desert tortoise adoption programs. *Managers of projects likely to affect desert tortoises should obtain a scientific collecting permit from the Department to facilitate temporary possession of tortoises.* Likewise, if large numbers of tortoise (>5) are expected to be displaced by a project, the project manager should contact the Department for guidance and/or assistance.

Please keep in mind the following points:

- These guidelines do not apply to the Mohave population of desert tortoises (north and west of the Colorado River) Mohave desert tortoises are specifically protected under the Endangered Species Act, as administered by the U.S. Fish and Wildlife Service.
- These guidelines are subject to revision at the discretion of the Department. We recommend that the Department be contacted during the planning stages of any project that may affect desert tortoises.
- Take possession, or harassment of wild desert tortoises is prohibited by state law. Unless specifically authorized by the Department, or as noted above, project personnel should avoid disturbing any tortoise.

STATE OF ARIZONA LAND DEPARTMENT
1616 W. ADAMS
PHOENIX, AZ 85007

RUN DATE 09-DEC-2005
RUN TIME: 10:07:49
APPENDIX A
PAGE: 001

KE-LEASE#: 016-108908-00-000 APPTYPE: NEW
AMENDMENT#: 0

LAND#	LEGAL DESCRIPTION	AUS	ACREAGE
04.0-N-01.0-E-04-07-031-9011	M&B THRU N2NWSW	0.00	1.480
TOTALS:		0.00	1.480

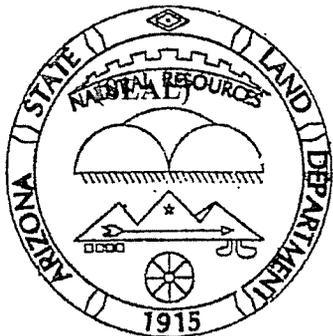
IN WITNESS HEREOF, the parties hereto have signed this Document effective the day and year set forth previously herein.

STATE OF ARIZONA, GRANTOR
Arizona State Land Commissioner

CITY OF PEORIA
GRANTEE

By: Paul Baser 2-2-06
Date

Rand Mueg 12/16/05
By Date



8401 W Monroe St.

Address

Peoria AZ 85345
City State Zip

032961-5-1-1--
chilcoatg

RESOLUTION NO. 06-54

A RESOLUTION OF THE MAYOR AND COUNCIL OF
THE CITY OF PEORIA, MARICOPA COUNTY,
ARIZONA ADOPTING A RESOLUTION FORMALLY
ACCEPTING DEEDS AND EASEMENTS FOR
PROPERTY RIGHTS CONVEYED TO THE CITY OF
PEORIA.

WHEREAS, the real estate interests hereinafter referenced have been
conveyed to the City of Peoria and

WHEREAS, it is to the advantage of the City of Peoria to accept said
real property interests.

WHEREAS, the City has determined that acquisition of these property
interests is in the interest of the public health, safety and welfare.

THEREFORE, it is resolved by the Mayor and Council of the City of
Peoria, Maricopa County, Arizona as follows:

SECTION 1. That the following real property interests are hereby
accepted by the City of Peoria and referenced by the recording number issued by
the Maricopa County Recorder's Office recording number.

Lake Pleasant Parkway Phase III/IIIB (P9609D)
Discovery Church
SPECIAL WARRANTY DEED
Maricopa County Recording No. 2005-0886258
(Parcel 201-06-009Y)
(Previous Recording # 20040584390, Reso# 05-211)

Lake Pleasant Parkway S/O
Jomax Road

Lake Pleasant Towne Center
State of Arizona
STATE LAND RIGHT-OF-WAY
Maricopa County Recording No. 2006-0169601
(R/W No. 16-108908)

Yearling Road W/O Lake
Pleasant Road

Resolution No. 06-54
 Acceptance of Deeds and Easements
 March 21, 2006
 Page: 2

Rose Garden Subdivision
 Rose Garden Homeowner's Association, Inc.
 EASEMENT FOR PUBLIC SIDEWALK
 Maricopa County Recording No. 2006-0169739
 (Section 20 T4N)

Rose Garden Lane, E/O
 107th Avenue

Tierra Del Rio Sewer Line
 State Land
 ASSIGNMENT OF RIGHT-OF-WAY
 Maricopa County Recording No. 2006-0254890
 (State Land ROW No. 16-101032)
 (Public Roadway & Underground Utilities)

109th Ave, N/O Deer Valley
 Road

79th Avenue 24" Waterline
 Peoria Estates LLC
 EASEMENT FOR PUBLIC WATER LINE
 Maricopa County Recording No. 2006-0254902
 (20-foot Public Waterline Easement)

Tierra Buena Alignment
 W/O of 79th Avenue

Villas at Agua Fria
 The Villas at Agua Fria LP
 PUBLIC UTILITY EASEMENT
 Maricopa County Recording No. 2006-0321735
 (8-foot Public Utility Easement Olive Avenue and
 8-foot Public Utility Easement 109th Avenue)

SEC 109th Avenue and
 Olive Avenue

Villas at Agua Fria
 The Villas at Agua Fria LP
 DEDICATION OF PUBLIC ROADWAY
 Maricopa County Recording No. 2006-0321737
 (65-foot R/W Dedication along Olive Avenue)

SEC 109th Avenue and
 Olive Avenue

95th Avenue and Olive Avenue
 Maranatha Baptist Church of Glendale
 an Arizona non-profit Corp., Glendale Plaza IV LLC,
 an Arizona LLC
 DEDICATION OF PUBLIC ROADWAY
 Maricopa County Recording No. 2006-0321738
 (Project ML 05-08)

NWC 95th Avenue and
 Olive Avenue

Resolution No. 06-54
 Acceptance of Deeds and Easements
 March 21, 2006
 Page: 3

95th Avenue and Olive Avenue
 Maranatha Baptist Church of Glendale
 an Arizona non-profit Corp., Glendale Plaza IV LLC,
 an Arizona LLC
PUBLIC UTILITY EASEMENT
 Maricopa County Recording No. 2006-0321739
 (Project ML 05-08)

NWC 95th Avenue and
 Olive Avenue

95th Avenue and Olive Avenue
 Maranatha Baptist Church of Glendale
 an Arizona non-profit Corp., Glendale Plaza IV LLC,
 an Arizona LLC
CROSS ACCESS EASEMENT
 Maricopa County Recording No. 2006-0321768
 (Project ML 05-08)

NWC 95th Avenue and
 Olive Avenue

Peoria Industrial Lots 5 & 6
 V.J.S. Enterprise LLC
ROADWAY AND PEORIA MUNICIPAL UTILITY EASEMENT
 Maricopa County Recording No. 2006-0321769
 (5-foot Peoria Roadway and Utility Easement
 outside the existing 30-foot R/W)

78th Avenue and
 Olive Avenue

Cactus Square
 Armstrong Cactus 75, LLC
EASEMENT FOR PUBLIC WATER AND SEWER LINE
 Maricopa County Recording No. 2006-0321810
 (Water & Sewer Line for outside LWP System)

NWC 75th Avenue and
 Cactus Road

95th Avenue and Olive Avenue
 Maranatha Baptist Church of Glendale
 an Arizona non-profit Corp., Glendale Plaza IV LLC,
 an Arizona LLC
DEDICATION OF PUBLIC ROADWAY
 Maricopa County Recording No. 2006-0321812
 (Project ML 0508)

95th Avenue and
 Olive Avenue

Resolution No. 06-54
Acceptance of Deeds and Easements
March 21, 2006
Page: 4

95th Avenue and Olive Avenue
Maranatha Baptist Church of Glendale
an Arizona non-profit Corp., Glendale Plaza IV LLC,
an Arizona LLC
STORMWATER/SURFACE CROSS DRAINAGE EASEMENT
Maricopa County Recording No. 2006-0321813
(Project ML 05-08)

95th Avenue and
Olive Avenue

Peoria Industrial Lots 5 & 6
V.J.S. Enterprise LLC
DEDICATION OF PUBLIC ROADWAY
Maricopa County Recording No. 2006-0321815
(SEC 30-foot x 30-foot Chamfers)

78th Avenue and
Olive Avenue

Peoria Industrial Lots 5 & 6
V.J.S. Enterprise LLC
DEDICATION OF PUBLIC ROADWAY
Maricopa County Recording No. 2006-0321816
(SWC 30-foot x 30-foot Chamfers)

78th Avenue and
Olive Avenue

Peoria Industrial Lots 5 & 6
V.J.S. Enterprise LLC
PUBLIC UTILITY EASEMENT
Maricopa County Recording No. 2006-0321978
(8-foot Public Utility Easement)

78th Avenue and
Olive Avenue

SECTION 2. Public Easement and Land Rights

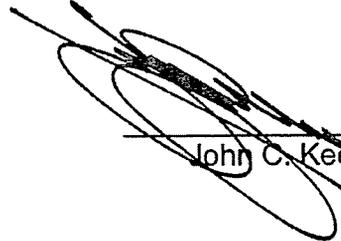
That pursuant to Section 25-10 of the Peoria City Code (1992), the Mayor and Council accept the deeds and public easements transferred to the City of Peoria as described herein.

SECTION 3. Recording Authorized

That the City Clerk shall record the original of this Resolution with the Maricopa County Recorder's Office.

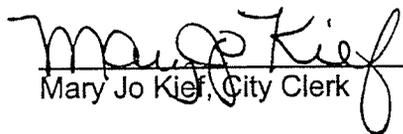
Resolution No. 06-54
Acceptance of Deeds and Easements
March 21, 2006
Page: 5

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria, Maricopa County, Arizona, this 21st day of March, 2006.



John C. Keegan, Mayor

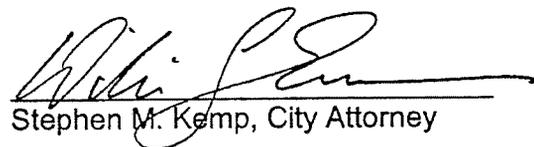
ATTEST:



Mary Jo Kier, City Clerk



APPROVED AS TO FORM:



Stephen M. Kemp, City Attorney

I:\projects\develop\council\Resolutions\Acceptance\06\Acceptance Reso_032106 Council

032964-4-1-1--
Galej

RESOLUTION NO. 06-55

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA ADOPTING A RESOLUTION AUTHORIZING THE ESTABLISHMENT OF PUBLIC STREETS, TO BE OPENED AND MAINTAINED BY THE CITY.

WHEREAS, the Mayor and Council of the City find and determine that the public health, safety and welfare require the establishment of public streets to be opened and maintained by the City; and

WHEREAS, the Mayor and Council are vested with the authority pursuant to Article 1, Section 3 (6) of the Peoria City Charter and Section 23-18 of the Peoria City Code (1992) to establish the general location and routing of public streets; and;

WHEREAS, the Engineering Director of the City having submitted a map indicating the general location of the proposed public streets and recommends the acceptance of the street by the City for inclusion in the City Street system:

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Peoria as follows:

SECTION 1. Recommendation of Engineering Director to Establish a Public Street.

That the Mayor and Council find and determine that it is in the interest of the public health, safety and welfare of the city to accept the recommendation of the Engineering Director to establish public streets in accordance with the general location set forth herein and accept the street for inclusion in the city street system and designate the streets for inclusion on the street classification map required by this chapter.

SECTION 2. Designation of a Public Street

That the Mayor and Council find and determine that the proposed public streets, as described below shall be designated to be either a major arterial, a minor arterial, a collector street or a local street, to be opened as a public street and maintained by the City.

Resolution No. 06-55
 Authorizing Establishment of Public Streets
 March 21, 2006
 Page 2 of 4 Pages

Lake Pleasant Parkway Phase III/IIIB (P9609D)
 Discovery Church
 SPECIAL WARRANTY DEED
 Maricopa County Recording No. 2005-0886258
 (Parcel 201-06-009Y)
 (Previous Recording # 20040584390, Reso# 05-211)

Lake Pleasant Parkway S/O
 Jomax Road

Lake Pleasant Towne Center
 Arizona
 STATE LAND RIGHT-OF-WAY
 Maricopa County Recording No. 2006-0169601
 Collector Road
 (R/W No. 16-108908)

Yearling Road W/O Lake State of
 Pleasant Road

Villas at Agua Fria
 The Villas at Agua Fria LP
 DEDICATION OF PUBLIC ROADWAY
 Maricopa County Recording No. 2006-0321737
 Major Arterial
 (65-foot R/W Dedication along Olive Avenue)

SEC 109th Avenue and
 Olive Avenue

95th Avenue and Olive Avenue
 Maranatha Baptist Church of Glendale
 an Arizona non-profit Corp., Glendale Plaza IV LLC,
 an Arizona LLC
 DEDICATION OF PUBLIC ROADWAY
 Maricopa County Recording No. 2006-0321738
 Collector Road
 (Project ML 05-08)

NWC 95th Avenue and
 Olive Avenue

95th Avenue and Olive Avenue
 Maranatha Baptist Church of Glendale
 an Arizona non-profit Corp., Glendale Plaza IV LLC,
 an Arizona LLC
 PUBLIC UTILITY EASEMENT
 Maricopa County Recording No. 2006-0321739
 Collector Road
 (Project ML 05-08)

NWC 95th Avenue and
 Olive Avenue

Resolution No. 06-55
 Authorizing Establishment of Public Streets
 March 21, 2006
 Page 3 of 4 Pages

95th Avenue and Olive Avenue
 Maranatha Baptist Church of Glendale
 an Arizona non-profit Corp., Glendale Plaza IV LLC,
 an Arizona LLC
 DEDICATION OF PUBLIC ROADWAY
 Maricopa County Recording No. 2006-0321812
 Collector Road
 (Project ML 0508)

95th Avenue and
 Olive Avenue

Peoria Industrial Lots 5 & 6
 V.J.S. Enterprise LLC
 DEDICATION OF PUBLIC ROADWAY
 Maricopa County Recording No. 2006-0321815
 Collector Road
 (SEC 30-foot x 30-foot Chamfers)

78th Avenue and
 Olive Avenue

Peoria Industrial Lots 5 & 6
 V.J.S. Enterprise LLC
 DEDICATION OF PUBLIC ROADWAY
 Maricopa County Recording No. 2006-0321816
 Collector Road
 (SWC 30-foot x 30-foot Chamfers)

78th Avenue and
 Olive Avenue

SECTION 3. Amendment of Plans and Maps

That the Mayor and Council find and determine that the Transportation Plan of the City's general plan, the street classification map and the local streets plan shall be amended in the manner required by law to reflect the addition of a public street as set forth herein.

SECTION 4. Signage, Posting and Effective Date

(a) That the Engineering Director or his designee are authorized to post such signage as deemed appropriate to indicate the existence of a public roadway and to provide for the safe and orderly movement of vehicular and pedestrian traffic on the public streets as set forth herein.

(b) That the City Attorney or his designee shall draft and submit the ordinances necessary to establish a speed limit for the public streets as set forth herein.

Resolution No. 06-55
Authorizing Establishment of Public Streets
March 21, 2006
Page 4 of 4 Pages

(c) That this Resolution shall become effective sixty-days after enactment by the City Council.

SECTION 5. Recording Authorized

That the City Clerk shall record the original of this Resolution with the Maricopa County Recorder's Office.

PASSED AND ADOPTED by the City of Peoria, Arizona this 21st day of March, 2006.

APPROVED _____, 2006



John C. Keegan, Mayor

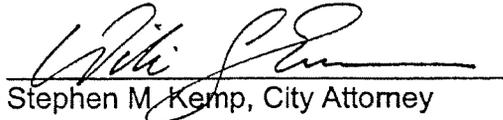
ATTEST:



Mary Jo Kief, City Clerk

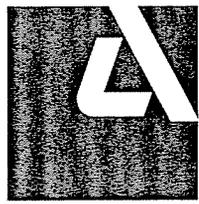


APPROVED AS TO FORM:



Stephen M. Kemp, City Attorney

I:\projects\develop\Council\Resolutions\06\Designation_032106 Council



LandAmerica

Schedule B's

Order # 1539172
Exceptions # 8
Schedule B – Section II

STATE LAND DEPARTMENT
STATE OF ARIZONA

AMENDMENT TO SPECIAL LAND USE PERMIT

NO. 23-100487-01

The Special Land Use Permit between the State of Arizona, Permittor, and _____

ALEKSANDER OSTROWSKI and KRYSTYNA OSTROWSKI, husband and wife,
Permittee, by mutual consent, has been amended as follows:

The following site has been dropped as requested.

Site within Section 36, Township 6 North, Range 2 East.

This Special Land Use Permit Amendment, when executed by the State Land Commissioner (Permittor) and the above mentioned Permittee and is affixed to the original Special Land Use Permit, shall be in full force and effect. All other terms and conditions of the Special Land Use Permit shall remain in full force and effect.

IN WITNESS HEREOF, the parties hereto have signed this Document effective the day and year set forth below.

STATE OF ARIZONA, PERMITTOR
Arizona State Land Commissioner

Aleksander Ostrowski
PERMITTEE

K. Ostrowski
PERMITTEE

By: [Signature] /23/05
Date

AKO 06-21-05
BY Date



17824 N. 42ND, PL
Address
PHOENIX, AZ 85032
City State Zip

**STATE LAND DEPARTMENT
STATE OF ARIZONA**

SPECIAL LAND USE PERMIT

Permit No. 23-100487-01

THIS INDENTURE, made and entered into January 16, 2005, by and between the State of Arizona, (hereinafter called the "Permitter") and

ALEKSANDER OSTROWSKI and KRYSTYNA OSTROWSKI, husband and wife,

of Phoenix, State of Arizona, (hereinafter called the "Permittee"):

WITNESSETH, that the State Land Commissioner, by virtue of the authority vested in him by law, and in consideration of application heretofore made, and the covenants and agreements of this Permit, hereinafter set forth, has this day granted to the said Permittee for special use the State Land, as described in Appendix A attached hereto, subject to Lease No. 05-94574-02 and any and all present commitments in connection with that lease.

TO HAVE AND TO HOLD the same for the period ending January 15, 2015, and subject to the conditions and reservations elsewhere set forth herein, the Permittee agrees to pay as rental therefore an amount to be determined by the State Land Commissioner each year by an appraisal made by him, or his duly authorized agent, as provided by law. The rental so fixed by the State Land Commissioner will be due and payable annually in advance.

That it is further understood and agreed that this Permit is issued for the purpose of:

Apiary

IT IS HEREBY COVENANTED AND AGREED by both parties hereto that this Permit is granted subject to all the provisions and requirements thereto, which are found in the various acts of the Legislature of the State of Arizona, the same as though they were fully set forth herein.

IT IS HEREBY FURTHER COVENANTED AND AGREED that all of the covenants, conditions and agreements included in this Permit, shall be, become and are a part of the Permit, the same as though set forth in full over the signatures of the contracting parties hereto.



(A) The Permittee will not sub-let or assign the land herein described in this Permit without the written consent of the State Land Commissioner, first obtained, and will, upon the expiration of the Permit surrender peaceable possession of the said land.

(B) The Permittee shall have no use of the land described herein, nor any of the products therefrom, except as is provided in this Permit.

(C) That the Permitter excepts and reserves out of the Permit hereby made, all oils, gases, coal, ores, limestone, minerals, fossils, and fertilizers of every name and description that may be found in or upon the land herein described, or any part thereof.

(D) The Permittee shall in no way interfere with the peaceful possession and use of the land described in this Permit by a valid surface leaseholder of this State Land when leased prior to the issuance of the Permit.

(E) This Permit is issued subject to the execution by Permitter of drilling permits and leases for the purpose of prospecting for, and the extraction of, oil and/or gases, coal, ores, limestone, minerals, fossils and fertilizers.

(F) That the Permitter also reserves the right, as provided by law, to grant to the United States rights of way and easements over, across or upon the lands embraced in this Permit for canals, reservoirs, dams, power or irrigation plants or works, railroads, tramways, transmission lines or other purposes, for irrigation works in connection with any government reclamation project.

(G) That if at any time after the execution of this Permit, it is shown to the satisfaction of the State Land Commissioner, that there has been fraud or collusion upon the part of the Permittee to obtain or hold this Permit at a less rental than its value, or through such fraud and collusion a former permittee of said land has been allowed to escape payment of the rental due for the use of said land by the former permittee, this Permit shall be null and void, at the option of the State Land Commissioner, insofar as it relates to the land affected by said fraud or collusion.

(H) That if at any time after the execution of this Permit it is shown to the satisfaction of the State Land Commissioner that the Permittee herein has misrepresented, by implication or otherwise the value of the improvements placed upon the land herein embraced by a former permittee, or any other person or persons and the Permittee herein not being the owner of said improvements at the time of the execution of this Permit, this Permit shall be null and void, at the option of the State Land Commissioner, insofar as it relates to the land upon which said improvements are situated.

(I) If the Permittee should fail to pay the agreed rental when due, or fail to keep the covenants and agreements herein set forth, the State Land Commissioner at his option, may cancel said Permit or declare the same forfeited in the manner provided by law.

(J) That the State of Arizona shall be forever wholly absolved from any liability for damages which might result to the Permittee herein on account of this Permit having been forfeited for nonpayment of rentals due thereunder prior to the expiration of the full time for which it is issued.

(K) It is understood by the Permittee that the establishment of any water right, or rights, shall be by and for the State of Arizona, and no claim thereto shall be made by said Permittee; such rights shall attach to and become appurtenant to the said land.

(L) No permanent improvements will be allowed to be placed by the Permittee under this Contract.

(M) That said Permittee shall give Permittor thirty (30) days notice in writing in advance of the abandonment of said premises or termination of these presents.

(N) The terms, conditions and covenants of this Permit are subject to present laws relating to State Lands and the rights of both Permittor and Permittee hereunder are each and all subject to such modifications as may be consistent with such amendments, revisions or repeals of existing laws as may hereafter be made and no provisions of this Permit shall create any vested right in the Permittee herein.

(O) That the Permittor also reserves the right to grant rights of way and easements over, across, or upon the lands embraced in this permit for public highways, railroads, tramways, telephone, telegraph and transmission lines, pipe lines, irrigation works, flood control, drainage works, logging and other purposes, and this Permit is issued subject to all existing rights of way.

If the removal of plants protected under the Arizona Native Plant Law is necessary to enjoy the privilege of this Document, Permittee hereunder must previously acquire the written permission of the Arizona State Land Department and Arizona Department of Agriculture to remove those plants.

If at any time during the duration of this Permit the whole or any part of the Leased Premises shall be taken by direct sale, lease, institutional taking or acquisition in any manner through condemnation proceedings or otherwise, for any quasi-public or public purpose by any person, private or public corporation or any governmental agency having authority to exercise the power of eminent domain or condemnation proceedings pursuant to any general, special or otherwise, this Permit shall expire on the date when the leased property shall be so taken or acquired except that in the event of a partial taking and if the State Land Department determines that it is in the best interest of the State, the Permit may continue in full force and effect for those lands not taken, however, the Permittee shall have no compensable right or interest in the real property being condemned and shall have no compensable right or interest in severance damages which may accrue to the remaining lease property not acquired by condemnation proceedings. Rent paid or to be paid by Permittee shall be apportioned as of the date of taking and rent for any remaining land under the Permit after taking shall be reduced proportionately to the acreage remaining under this

Permit. The State Land Department shall be entitled to and shall receive any and all awards, including severance damage to Lands, that may be made for any eminent domain or condemnation proceedings concerning the land which is the subject of this Permit, except that Permittee shall have the right to receive any and all awards or payments made for any buildings or other improvements lawfully placed on the subject property by the Permittee with the approval of the State Land Department.

This Special Land Use Permit shall be terminable at will with 25 days written notice.

This Special Land Use Permit has no preferential right of renewal.

Permittee agrees and understands that all uses of the land not expressly authorized or permitted by this Permit are expressly prohibited.

In any action arising out of this Permit, the prevailing party is entitled to recover reasonable attorneys' fees in addition to the amount of any judgement, costs and other expenses as determined by the court. In the case of the Permitter, reasonable attorneys' fees shall be calculated at the reasonable market value for such services when rendered by private counsel, notwithstanding that it is represented by the Arizona Attorney General's Office or other salaried counsel.

The Permittee agrees to indemnify, hold and save Permitter harmless against all loss, damage, liability, expense, costs, and charges incident to or resulting in any way from any injuries to person or damage to property caused by or resulting from the use, condition or occupation of the land.

PERMITTOR reserves the right to relinquish to the United States land needed for irrigation works in connection with a government reclamation project and to grant or dispose of rights of way and sites for canals, reservoirs, dams power or irrigation plants or works, railroads, tramways, transmission lines of any other purpose or use on or over the Leased Land.

THIS DOCUMENT is submitted for examination and shall have no binding effect on the parties unless and until executed by the Permitter (after execution by the Permittee), and a fully executed copy is delivered to the Permittee.

IN THE EVENT OF A DISPUTE between the parties to this Agreement, it is agreed to use arbitration to resolve the dispute but only to the extent required by A.R.S. § 12-1518; and, in no event shall arbitration be employed to resolve a dispute which is otherwise subject to administrative review by the Department pursuant to statute or Department Administrative Rule.

NOTICE OF AUTHORITY TO CANCEL THIS CONTRACT

This contract is subject to cancellation pursuant to A.R.S. § 38-511.

ADDITIONAL PERMIT CONDITIONS

The following conditions will apply to Special Land Use Permits issued for beekeeping sites:

1. Expiration of Permits and billing for subsequent year's rent for renewed Permits will takeplace on January 15th of each year. The billing for sites will not be on a pro-rated basis. The full rate will cover the whole year or whatever portion of the year is used.
2. An annual rate of \$50.00 per site will be charged subject to reappraisal by the State Land Commissioner annually.
3. The apiary regulations as promulgated by State and Federal regulators must be adhered to in order to avoid cancellation of this Permit.
4. The size of the site, actually used for hive placement, will be 1 acre or less in size and shall not contain more than 100 hives.
5. The applicant will mark proposed site locations on a land status map (1/2 inch to the mile or equivalent) to be submitted at the time of application.
6. The Beekeeping Special Land Use Permit will be issued for a period of 10 years.
7. None of the following will be allowed without the prior written approval of the State Land Commissioner:
 - a. Clearing or leveling of site
 - b. Construction of improvements (i.e., structures, roads, fences, trails, or water facility)
8. There is no limit to the number of sites listed that may be covered by a single permit application.
9. Apiary sites must be located:
 - a. A minimum of 1/8 mile from water
 - b. A minimum of 1/4 mile from any residence or inhabited buildings
 - c. In such a manner to avoid land use conflicts and minimize public hazard
10. No special land use permit for apiary sites shall be issued to another beekeeper who requests to locate closer than a two mile radius from an existing permitted site.
11. The owner's name or brand must be displayed prominently at each site. If the name or brand is displayed on a hive or hives, all other markings on all hives must be painted over.

ADDITIONAL PERMIT CONDITIONS (Continued)

- 12. Condition "A" under the supplemental conditions of the Permit (including pasturage agreements) will be considered only if the Permittee is a legitimate beekeeper and actively engaged in beekeeping. Requests for pasturage agreements by the Permittee must be accompanied by the registration number(s) of the owner(s) of hives using the site as well as the registration number of the Permittee.**
- 13. Site description must be within a 40 acre legal description (Example: Site within SWSW).**
- 14. The Department may delete sites or cancel permits where said sites have not been used for 2 consecutive years.**

IN WITNESS HEREOF, the parties hereto have signed this Permit Agreement effective the day and year set forth previously herein.

STATE OF ARIZONA, PERMITTOR
Arizona State Land Commissioner

By: Nancy C. Perry 5/24/05
Date

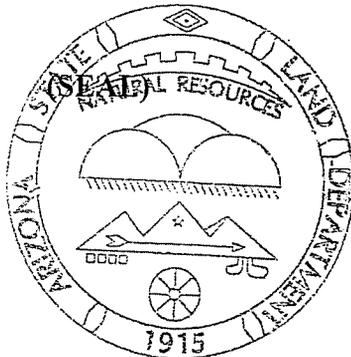
Aleksandra Ostrowski 02-02-05
Permittee Date

Janetyne Ostrowski 02-02-05
Permittee Date

Permittee Date

17824 N. 42 N.D. PL
Address

Phoenix Az 85032
City State Zip



STATE OF ARIZONA LAND DEPARTMENT
1616 W. ADAMS
PHOENIX, AZ 85007

RUN DATE 16-JUN-2005
RUN TIME: 09:50:46
APPENDIX A
PAGE: 001

KE-LEASE#: 023-100487-01-005 APPTYPE: AMENDMENT
AMENDMENT#: 0

LAND#	LEGAL DESCRIPTION	AUS	ACREAGE
04.0-N-01.0-E-04-07-031-8001	SITE WITHIN NWSW	0.00	1.000
05.0-N-01.0-E-01-07-031-8010	SITE WITHIN NWSE	0.00	1.000
05.0-N-01.0-E-11-07-031-8006	SITE WITHIN NWNW	0.00	1.000
05.0-N-01.0-E-15-07-031-8004	SITE WITHIN SENW	0.00	1.000
05.0-N-02.0-E-07-07-031-8003	SITE WITHIN SESW	0.00	1.000
05.0-N-02.0-E-09-07-031-8003	SITE WITHIN SENW	0.00	1.000
06.0-N-01.0-E-22-07-031-8009	SITE WITHIN SWSE	0.00	1.000
06.0-N-01.0-E-33-07-031-8010	SITE WITHIN NESW	0.00	1.000
06.0-N-02.0-E-05-07-031-8001	SITE WITHIN SWNE	0.00	1.000
06.0-N-02.0-E-06-07-031-8004	SITE WITHIN SENW	0.00	1.000
06.0-N-02.0-E-07-07-031-8003	SITE WITHIN NENE	0.00	1.000
06.0-N-02.0-E-21-07-031-8007	SITE WITHIN NENE	0.00	1.000
06.0-N-02.0-E-30-07-031-8003	SITE WITHIN NENE	0.00	1.000
06.0-N-02.0-E-32-07-031-8003	SITE WITHIN SENE	0.00	1.000
07.0-N-02.0-E-32-07-031-8001	SITE WITHIN SESE	0.00	1.000
11.0-N-02.0-E-11-13-053-8001	SITE WITHIN NENE	0.00	1.000
11.0-N-03.0-E-30-13-031-8003	SITE WITHIN NENW	0.00	1.000
TOTALS:		0.00	17.000

STATE OF ARIZONA LAND DEPARTMENT
1616 W. ADAMS
PHOENIX, AZ 85007

RUN DATE 27-JAN-2005
RUN TIME: 14:13:41
APPENDIX A
PAGE: 001

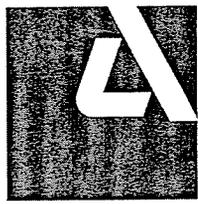
KE-LEASE#: 023-100487-01-004 APPTYPE: RENEWAL
AMENDMENT#: 0

LAND#	LEGAL DESCRIPTION	AUS	ACREAGE
04.0-N-01.0-E-04-07-031-8001	SITE WITHIN NWSW	0.00	1.000
05.0-N-01.0-E-01-07-031-8010	SITE WITHIN NWSE	0.00	1.000
05.0-N-01.0-E-11-07-031-8006	SITE WITHIN NWNW	0.00	1.000
05.0-N-01.0-E-15-07-031-8004	SITE WITHIN SENW	0.00	1.000
05.0-N-02.0-E-07-07-031-8003	SITE WITHIN SESW	0.00	1.000
05.0-N-02.0-E-09-07-031-8003	SITE WITHIN SENW	0.00	1.000
06.0-N-01.0-E-22-07-031-8009	SITE WITHIN SWSE	0.00	1.000
06.0-N-01.0-E-33-07-031-8010	SITE WITHIN NESW	0.00	1.000
06.0-N-02.0-E-05-07-031-8001	SITE WITHIN SWNE	0.00	1.000
06.0-N-02.0-E-06-07-031-8004	SITE WITHIN SENW	0.00	1.000
06.0-N-02.0-E-07-07-031-8003	SITE WITHIN NENE	0.00	1.000
06.0-N-02.0-E-21-07-031-8007	SITE WITHIN NENE	0.00	1.000
06.0-N-02.0-E-30-07-031-8003	SITE WITHIN NENE	0.00	1.000
06.0-N-02.0-E-32-07-031-8003	SITE WITHIN SENE	0.00	1.000
06.0-N-02.0-E-36-07-030-8002	SITE WITHIN SWNW <i>Dropped</i>	0.00	1.000
07.0-N-02.0-E-32-07-031-8001	SITE WITHIN SESE	0.00	1.000
11.0-N-02.0-E-11-13-053-8001	SITE WITHIN NENE	0.00	1.000
11.0-N-03.0-E-30-13-031-8003	SITE WITHIN NENW	0.00	1.000

TOTALS: 0.00 18.000

- 1.00
17.00

Superseded by Supp- Jan 16, 05



LandAmerica

Schedule B's

Order # 1539172
Exceptions # 9
Schedule B – Section II

FYI

ARIZONA STATE LAND DEPARTMENT

1616 West Adams Street Phoenix, Arizona 85007

TEMPORARY RIGHT-OF-ENTRY ONTO STATE TRUST LANDS

Date: July 1, 2005

Grantee: CMX, LLC

Phone: (602) 567-1900

Address: 7740 N. 16 th Street, Suite 100
Phoenix, Az. 85020

Contact Person: Julie K. DiMaria

Phone: (602) 567-1900

Purpose: Inspection and Review, 404 JD determination.

Location: Section 4 and 5, T4N, R1E

Term: 1 Year; From: July 1, 2005 To June 30, 2006

Terms: By accepting this Temporary Right-of-Entry, Grantee, agrees that:

-
1. Grantee is granted those rights described herein and does not include any implied rights to use land other than the State Trust Lands described. Any violation of these terms voids this right of entry upon occurrence. If all or part of the land under this right of entry is closed or sold, those lands are no longer available for use under this right of entry effective the date of closure or sale. This Right-of-Entry may be terminated at Grantor's discretion with no right to administrative or judicial appeal within thirty (30) days written notice.
 2. Grantee shall comply with all laws and rules of the State Land Department, the Arizona Game and Fish Department, and all Federal, State, County and Municipal laws, ordinances or regulations applicable to the granted use. Grantee is responsible for obtaining any state, federal, or local permits necessary to the activity defined in this right of entry.
 3. Grantee is responsible to contact (a) the State lessee, if applicable, to notify him or her of Grantee's activities; and, (b) the private land owner to obtain permission to utilize private lands. Grantee understands that this Right-of-Entry does not represent nor warrants that access exists over adjacent State lands or private lands which intervene respectively between the described Trust land and the nearest public roadway.

4. Prior to any ground disturbing activities within the subject property, Grantee shall provide the results of a cultural resources inspection to the Arizona State Land Department. All Archaeological surveys and site mitigation on State Trust land must be conducted in accordance with the rules and regulations promulgated by the Director of the Arizona State Museum. In the event additional archaeological resources are detected by Grantee after the cultural resource inspection, all work shall cease and notification shall be given to the Director, Arizona State Museum, as well as the Cultural Resources Manager, Arizona State Land Department.

5. Grantee shall comply with the Arizona Native Plant laws. Grantee shall not remove any natural products from State land, including rocks, fossils, mineral specimens, stone, soil, firewood, cacti, saguaro skeletons, cholla skeletons or other plants or plant material, either alive or dead.

6. Vehicle travel is limited to established roads in accordance with State Land Department Rule R12-5-533:
 - A. It shall be unlawful to utilize any type of motorized vehicle for travel on state trust lands except:
 - (1) By the general public using roads and highways that cross state trust lands;
 - (2) By lessees and permittees of the Department acting within the limits of their leases and permits, employees of public agencies acting within the scope of their duties, and any other persons using military, fire, search and rescue, or law enforcement vehicles for emergency purposes; and
 - (3) By holders of valid Arizona hunting, fishing, or trapping licenses within the scope of such license:
 - (3)a. On existing roads; or for cross-country travel without damaging crop lands, improvements, cultural or historic sites to pick up legally killed big game animals.
 - (3)b. For the purposes of this section, the following definitions apply:
 - (3)b.1. "Cross country travel" means travel over the countryside other than on existing roads.
 - (3)b.2. "Existing road" means any maintained or unmaintained way, road, highway, trail or path that has been utilized for motorized vehicular travel and clearly shows or has a history of established vehicle use. A one-time use or a single set of vehicle tracks created by an off-highway vehicle does not constitute a road under this definition.

(3)b.3. "Motorized vehicle" means any vehicle deriving motive power from any source other than muscle or wind.

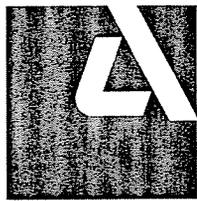
(3)b.4. "Public roads and highways" means the entire width between the boundary lines of every public road or highway maintained by the federal government, the State, the Department or a city, town or county if any part of the road or highway is generally open to the use of the public for purposes of vehicular travel.

7. Grantee shall leave gates either open or closed as they are found (General Rule: if gate is open and wired or tied back to the fence, the gate should be left open).
8. Grantee shall not harass livestock or wildlife nor damage, destroy or remove any livestock or wildlife improvements or facility (i.e., windmills, stock tanks /drinkers, fences corrals, wildlife watering facilities, etc.).
9. Grantee's refuse shall be stored in a portable container and removed from State land. Waste from portable toilets shall be removed from site and disposed of properly.
10. Camping under this right of entry is limited to no more than five days in one location. Campsite must be at least 1/4 mile from any livestock or wildlife water impoundments, tanks, drinkers, etc. Abandoned campsites are to be left clean. Campfire restrictions in effect for the area visited are to be strictly adhered to. Campfires are to be thoroughly extinguished. **NOTE:** Long term or "winter home site" camping is not permitted on State land.
11. No structures may be placed on the land. Temporary flagging and staking for survey purposes is permitted. No geotechnical borings or other land disturbance is permitted under this Temporary Right-of-Entry.
12. By acceptance of this right of entry, Grantee agrees to indemnify and hold the State harmless from and against all liabilities, obligations, damages, penalties, claims, causes of action, cost, charges and expenses, including attorney's fees and cost, which may be imposed upon, incurred by, or asserted against the State by reason of any accident, injury or damage to any persons or property occurring on or about the State Trust land or any portion resulting from the use of this right of entry.
13. Other:

**MARK WINKLEMAN
STATE LAND COMMISSIONED**

By: 
V. Ottozawa-Chafupron
Manager, Engineering Section

C: **Public Records**
Max Masel, Real Estate Administrator



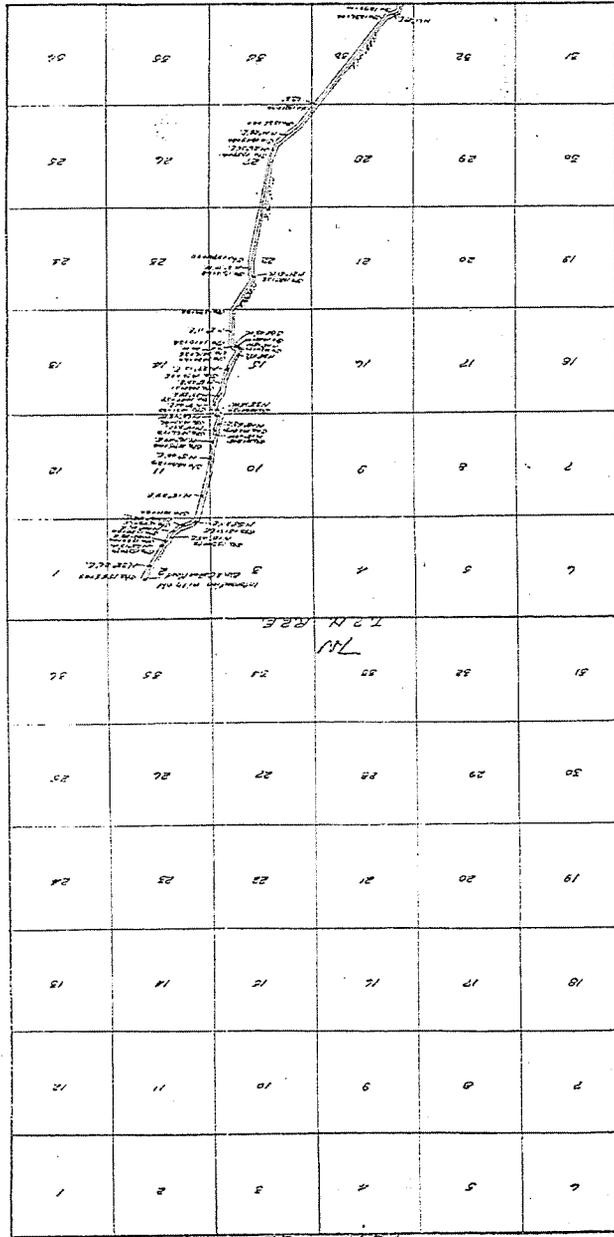
LandAmerica

Schedule B's

Order # 1539172
Exceptions # 10
Schedule B – Section II

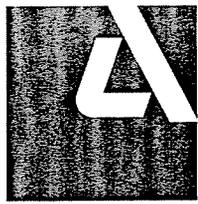
43C.

3



The foregoing plot shows the location of a county road 66 feet in width: 53 feet each side of the surveyed line. This plot is No. 3 of 3 showing the Ridge Route in Township 7 North, Range 2 East.

J. Z. Abner
County Engineer



LandAmerica

Schedule B's

Order # 1539172
Exceptions # 11
Schedule B – Section II

County of Maricopa

State of Arizona

Office of the Clerk

State of Arizona }
County of Maricopa } ss.

I, Rhea Woodall, Clerk of the Board of Supervisors do hereby Certify That the attached is a true and correct extract from the minutes of the Board of Supervisors' meeting held November 6, 1972.

ROAD DECLARED (ROAD FILE NO. 2189)

(Resolution Attached)

In Witness Whereof, I have hereunto set my hand and affixed the Official Seal of the Board of Supervisors Done at Phoenix, the County Seat this 6th day of November A.D. 1972

County Recorder
County Engineer
County Assessor
County Planning & Zoning (2)
County R/W Division
File

Rhea Woodall
Clerk of the Board of Supervisors

ROAD DECLARED (STATE FILE NO. 2189)

Upon motion and by unanimous vote the following resolution was passed and adopted:

WHEREAS, on the 5th day of October, 1972, the County Engineer and others filed with the Board of Supervisors of Maricopa County, Arizona, a petition praying the Board to establish, open and declare as a County highway the following described lines, to-wit:

A roadway of a width consistent with the right-of-way beginning at the southwest corner of Section Four (4), Township Four (4) North, Range One (1) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, thence northeasterly through said Section 4 and Sections Thirty-three (33), Twenty-eight (28), Twenty-seven (27), Twenty-two (22), Fifteen (15) and Ten (10) of Township Five (5) North, Range One (1) East of said Base and Meridian, to a terminus at a point on the North line of said Section 10 and lies westerly 1373.54 feet from the northeast corner of said Section 10.

More commonly known as LAKE PLEASANT ROAD FROM HAPPY VALLEY ROAD TO CAREFREE HIGHWAY;

and

WHEREAS, the day and hour set by the Board for a public hearing on said petition has arrived, and notice of said hearing has been given to the public by advertising once a week for two consecutive weeks in the Arizona Weekly Gazette; and

WHEREAS, no objections to the establishment, opening and declaration of said highway have been filed; and

WHEREAS, the Board believes that the granting of said petition and the establishment, opening and declaration of the highway, as prayed for in said petition, are for the best interests of Maricopa County, and said highway is a public necessity; NOW, THEREFORE,

BE IT RESOLVED that there is hereby established, opened and declared a County highway, more fully set forth hereinabove, and the County Engineer is hereby directed to make a plat of the survey of said highway and cause the same to be recorded in the Office of the County Recorder of Maricopa County as provided by law.

BE IT FURTHER RESOLVED that the Board accept any right-of-way or property donated to the State or County for said highway.

BE IT FURTHER RESOLVED that the County Engineer be directed and authorized, and he be hereby so directed and authorized, to negotiate with owners of all parcels of private property adjacent to the right-

of-way of said public highway with the view of obtaining for Maricopa County said private property, subject to the ratification and approval of this Board.

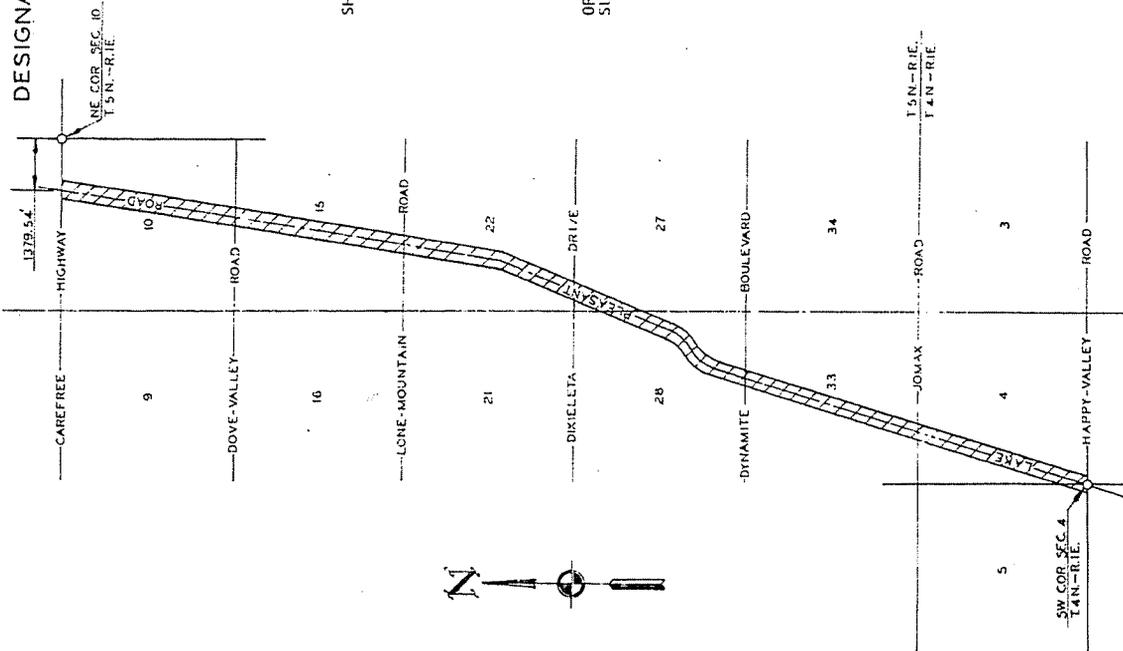
BE IT FURTHER RESOLVED that the County Attorney be directed and authorized, and he is hereby directed and authorized, to initiate ~~and prosecute actions and proceedings in the manner required by law~~ to condemn all property required for right-of-way which cannot be obtained by donation or purchase.

DATED this 6th day of November, 1972.

COUNTY OF MARICOPA
 SUPERIOR COURT
 IN AND FOR THE COUNTY OF MARICOPA, ARIZONA
 Case No. 9807
 NOV 8 1972
 9807
 818.820
 [Signature]
 n/c

DESIGNATED COUNTY ROAD

A PLAT



SHOWING DESIGNATION AS A COUNTY HIGHWAY THE FOLLOWING DESCRIBED LINES TO-WIT:

A roadway of a width consistent with the right-of-way beginning at the Southwest corner of Section Four(4), Township Four(4) North, Range One (1) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona; thence Northeasterly through said Section 4 and Sections Thirty-three(33), Twenty-eight (28), Twenty-seven(27), Twenty-two(22), Fifteen(15) and Ten(10) of Township Five (5) North, Range One (1) East of said Base and Meridian, to a terminus at a point on the North line of said Section 10 and lies Westerly 1379.54 feet from the Northeast corner of said Section 10.

More commonly known as LAKE PLEASANT ROAD from HAPPY VALLEY ROAD to CAREFREE HIGHWAY.

OFFICIALLY DESIGNATED ON THE 6th day of November, 1972, BY THE BOARD OF SUPERVISORS, MARICOPA COUNTY, ARIZONA.

R. C. Esterbrooks, P.E.
 R. C. ESTERBROOKS, P.E.
 County Engineer

RECORDED

312227

NOV 30 1972-P-52

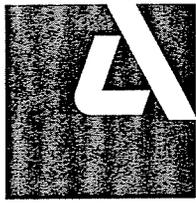
STATE OF ARIZONA
 County of Maricopa
 I hereby certify that the within plat is correct and true and the correct as recorded.

Wesley Highway
 NOV 30 1972-P-52

By *Wesley Highway*
 County Recorder
 State of Arizona

SEC. 4 AND 5, T.4 N., R.1 E, AND SEC. 10, 15, 22, 27, 28, AND 33, T.5 N., R.1 E

ROAD FILE NO. 2189

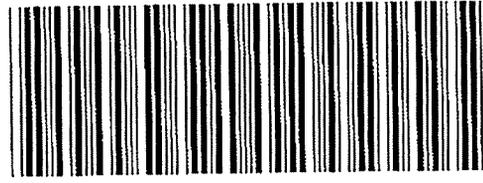


LandAmerica

Schedule B's

Order # 1539172
Exceptions # 12
Schedule B – Section II

CLERK OF THE BOARD
BASKET PICK UP



OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL

99-0769318 08/13/99 02:29

JEHIFER 3 OF 14

COUNTY OF MARICOPA
State of Arizona

Office of the Clerk

State of Arizona)
County of Maricopa) ss.

I, Norma Risch, Deputy Clerk of the Board of Supervisors do hereby Certify that the attached is a true and correct excerpt from the minutes of the meeting of the Board of Supervisors held August 4, 1999:

ROAD DECLARED (ROAD FILE NO. 5086)

(Attached)

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Official Seal of the Board of Supervisors. Done at Phoenix, the County Seat, on the following day: August 6, 1999

*County Recorder
MCDOT, Contracts, April Champion
County Assessor
County Planning
File*



Norma Risch
Deputy Clerk of the Board of Supervisors

ROAD DECLARED (ROAD FILE NO. 5086)

Motion was made by Supervisor Stapley, seconded by Supervisor Kunasek, and unanimously carried that the following resolution be adopted:

WHEREAS, pursuant to A.R.S. §28-201 through 28-203, on the 7th day of July, 1999, the County Engineer and others filed with the Board of Supervisors of Maricopa County, Arizona, a petition praying the Board to establish, open and declare as a county highway the following described lines, to-wit:

A roadway, together with all appurtenant rights, being a strip of land of various widths lying on either side of the herein-described centerline. Said roadway and centerline lay within Sections One, Nine, Ten, Eleven, Twelve, Fourteen, Fifteen, Sixteen, and Seventeen (1, 9, 10, 11, 12, 14, 15, 16, and 17), Township Four (4) North, Range One (1) West, and Sections Four, Five, Six, Eight, and Nine (4, 5, 6, 8, and 9), Township Four (4) North, Range One (1) East, Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Said roadway being more particularly described as follows:

Within Section Seventeen (17), Township Four (4) North, Range One (1) West, said roadway of varying width lies between Northerly and Southerly lines more particularly described as;

COMMENCING at the Northwest corner of said Section Seventeen (17);

Thence South 00°02'06" East a distance of 2456.11 feet, along the West line of said Section Seventeen (17) to a point, said point being the POINT OF BEGINNING of the Northerly line of said roadway;

Thence North 42°26'40" East a distance of 730.72 feet;

Thence North 62°11'48" East a distance of 999.98 feet;

Thence North 74°13'18" East a distance of 4016.46 feet to a point on the East line of said Section Seventeen (17) and the Terminus of said Northerly line;

Said point bears South 00°06'38" East a distance of 308.58 feet from the Northeast corner of said Section Seventeen (17).

AND:

COMMENCING at the Northwest corner of said Section Seventeen (17);

Thence South 00°02'06" East a distance of 2638.88 feet, along the West line of said Section Seventeen (17), to the West quarter corner of said Section Seventeen (17);

Thence continuing along the West line of said Section Seventeen (17), South 00°01'45" East a distance of 488.46 feet to a point, said point being the POINT OF BEGINNING of the Southerly line of said roadway;

(Said Southerly line of said roadway within Section Seventeen (17) is coincident with the Northern Boundary line of Sun City West, Unit 57, as recorded by Plat in the Maricopa County Records at Book 384, Page 19);

Thence North 39°21'22" East a distance of 486.64 feet;

Thence North 40°20'34" East a distance of 292.11 feet to a Point of Curve of a non-tangent curve;

Thence from a Local Tangent Bearing of North 42°21'22" East, along said non-tangent curve, being a curve to the Right, having a radius of 2714.79 feet, and a central angle of 28°51'56", a distance of 1367.71 feet to the end of said non-tangent curve;

Thence from a Local Tangent Bearing of North 71°13'18" East, North 73°14'06" East a distance of 292.11 feet;

Thence North 74°13'18" East a distance of 3463.98 feet to a point on the East line of said Section Seventeen (17) and the Terminus of said Southerly line.

Said point bears South 00°06'38" East a distance of 620.14 feet from the Northeast corner of said Section Seventeen (17).

Within Section Sixteen (16), Township Four (4) North, Range One (1) West, said roadway of varying width lies between Northerly and Southerly lines more particularly described as;

COMMENCING at the Northwest corner of said Section Sixteen (16);

Thence South 00°06'38" East a distance of 308.58 feet, along the West line of said Section Sixteen (16) to a point, said point being the POINT OF BEGINNING of the Northerly line of said roadway;

Thence North 74°13'18" East a distance of 945.30 feet;

Thence South 89°54'12" East a distance of 1716.97 feet to a point on the North/South mid-section line of said Section Sixteen (16);

Said point bears South 00°15'39" West a distance of 50.00 feet from the North quarter corner of said Section Sixteen (16).

Thence South 89°53'56" East a distance of 1354.48 feet;

Thence North 00°05'30" East a distance of 0.26 feet to a Point of Curve of a non-tangent curve;

Thence from a Local Tangent Bearing of South 89°54'30" East, along said non-tangent curve, being a curve to the Left, having a radius of 3850.00 feet, and a central angle of 09°12'37", a distance of 618.89 feet to a point on the North line of said Section Sixteen (16) and the Terminus of said Northerly line;

Said point bears South 89°53'56" East a distance of 657.24 feet from the Northeast corner of said Section Sixteen (16).

AND:

COMMENCING at the Northwest corner of said Section Sixteen (16);

Thence South 00°06'38" East a distance of 620.14 feet, along the West line of said Section Sixteen (16) to a point, said point being the POINT OF BEGINNING of the Southerly line of said roadway;

Thence North 74°13'18" East a distance of 219.86 feet;

Thence North 74°48'10" East a distance of 294.14 feet to a Point of Curve of a non-tangent curve;

Thence from a Local Tangent Bearing of North 76°06'09" East, along said non-tangent curve, being a curve to the Right, having a radius of 4433.66 feet, and a central angle of 12°07'09", a distance of 937.80 feet to the end of said non-tangent curve;

Thence from a Local Tangent Bearing of North 89°28'37" East, North 89°28'37" East a distance of 295.08 feet;

Thence South 89°54'12" East a distance of 906.89 feet to a point on the North/South mid-section line of said Section Sixteen (16);

Said point bears South 00°15'39" West a distance of 350.01 feet from the North quarter corner of said Section Sixteen (16).

Thence South 89°53'56" East a distance of 1179.54 feet;

Thence South 89°59'05" East a distance of 175.83 feet to a Point of Curve of a tangent curve;

Thence along said curve, being a curve to the Left, having a radius of 4150.00 feet, and a central angle of 17°52'08", a distance of 1294.26 feet to a point on the East line of said Section Sixteen (16) and the Terminus of said Southerly line.

Said point bears North $00^{\circ}07'44''$ East a distance of 2492.25 feet from the East quarter corner of said Section Sixteen (16).

Within Section Fifteen (15), Township Four (4) North, Range One (1) West, said roadway occupies the area North of a line more particularly described as;

COMMENCING at the Northwest corner of said Section Fifteen (15);

Thence South $00^{\circ}07'44''$ West a distance of 149.34 feet along the West line of said Section Fifteen (15) to a point, said point being a point on a non-tangent curve, and also being the POINT OF BEGINNING of the Southerly line of said roadway;

Thence from a Local Tangent Bearing of North $72^{\circ}13'23''$ East, along said non-tangent curve, being a curve to the Left, having a radius of 4150.00 feet, and a central angle of $01^{\circ}36'48''$, a distance of 116.85 feet to a Point of Tangency;

Thence North $70^{\circ}36'35''$ East a distance of 330.92 feet to the North line of said Section Fifteen (15) and the Terminus of said Southerly line.

Within Section Nine (9), Township Four (4) North, Range One (1) West, said roadway occupies the area South of a line more particularly described as;

COMMENCING at the Southeast corner of said Section Nine (9);

Thence North $00^{\circ}04'00''$ West a distance of 167.03 feet along the East line of said Section Nine (9) to a point, said point being a point on a non-tangent curve, and also being the POINT OF BEGINNING of the Northerly line of said roadway;

Thence from a Local Tangent Bearing of South $70^{\circ}47'00''$ West along said non-tangent curve, being a curve to the Right, having a radius of 3850.00 feet, and a central angle of $10^{\circ}05'53''$, a distance of 678.54 feet to a point on the South line of said Section Nine (9) and the Terminus of said Northerly line.

Said point bears South $89^{\circ}53'56''$ East a distance of 657.24 feet from the Southeast corner of said Section Nine (9).

Within Section Ten (10), Township Four (4) North, Range One (1) West, said roadway occupies a strip of land 300 feet in width lying 150 feet measured perpendicularly to and on either side of the herein-described centerline;

COMMENCING at the Southwest corner of said Section Ten (10);

Thence North 00°04'00" West a distance of 8.60 feet along the West line of said Section Ten (10) to a point, said point being a point on a non-tangent curve, and also being the POINT OF BEGINNING of said centerline;

Thence from a Local Tangent Bearing of North 71°31'40" East, along said non-tangent curve, being a curve to the Left, having a radius of 4000.00 feet, and a central angle of 00°55'05", a distance of 64.09 feet to a Point of Tangency;

Thence North 70°36'35" East a distance of 1171.88 feet to a Point of Curve of a tangent curve;

Thence along said curve, being a curve to the Right, having a radius of 4000.00 feet, and a central angle of 19°52'29", a distance of 1387.52 feet to a Point of Tangency;

Thence South 89°30'56" East a distance of 103.50 feet to a point on the North/South mid-section line of said Section Ten (10);

Said point bears South 00°04'41" East a distance of 1983.81 feet from the center of said Section Ten (10).

Thence continuing South 89°30'56" East a distance of 2631.91 feet to a point on the East section line of said Section Ten (10), and the Terminus of said centerline within said Section Ten (10).

Said point bears South 00°07'00" East a distance of 1991.94 feet from the East quarter corner of said Section Ten (10);

Within Section Eleven (11), Township Four (4) North, Range One (1) West, said roadway of varying width lies between Northerly and Southerly lines more particularly described as;

COMMENCING at the West quarter corner of said Section Eleven (11);

Thence South 00°07'00" West a distance of 1841.93 feet along the West line of said Section Eleven (11) to a point, said point being the POINT OF BEGINNING of said Northerly line;

Thence South 89°30'56" East a distance of 1304.44 feet;

Thence North 81°40'25" East a distance of 1011.94 feet;

Thence North 87°00'00" East a distance of 204.73 feet;

Thence North 02°19'59" East a distance of 1001.29 feet;

Thence North 89°52'18" East a distance of 164.00 feet;

Thence South 02°36'38" East a distance of 992.81 feet;

Thence South 87°00'00" East a distance of 195.95 feet;

Thence South 79°52'03" East a distance of 1014.35 feet;

Thence South 89°30'56" East a distance of 1325.43 feet to a point on the East line of said Section Eleven (11) and the Terminus of said Northerly line within said Section Eleven (11).

AND:

COMMENCING at the West quarter corner of said Section Eleven (11);

Thence South 00°07'00" West a distance of 2141.95 feet along the West line of said Section Eleven (11) to a point, said point being the POINT OF BEGINNING of said Southerly line;

Thence South 89°30'56" East a distance of 1151.29 feet;

Thence South 81°25'12" East a distance of 1171.68 feet;

Thence South 88°00'00" East a distance of 186.23 feet;

Thence South 02°38'23" East a distance of 320.58 feet to a point on the South line of said Section Eleven (11);

Thence along said South line South 89°44'28" East a distance of 125.96 feet to the South quarter corner of said Section Eleven (11);

Thence continuing along said South line South 89°52'22" East a distance of 130.08 feet

Thence North 02°37'21" East a distance of 310.81 feet;

Thence North 85°00'00" East a distance of 189.60 feet;

Thence North 81°12'43" East a distance of 992.98 feet;

Thence North 89°30'56" East a distance of 1327.61 feet to a point on the East line of said Section Eleven (11) and the Terminus of said Southerly line within said Section Eleven (11).

Within Section Fourteen (14), Township Four (4) North, Range One (1) West, said roadway occupies a parcel of land described as;

COMMENCING at the North quarter corner of said Section Fourteen;

Thence along the North line of said Section Fourteen (14) South 89°52'22" East a distance of 130.08 feet

Thence South 02°37'21" West a distance of 1001.85 feet;

Thence South 89°52'18" West a distance of 164.00 feet;

Thence North 02°38'23" West a distance of 1003.09 feet to a point on said North line of said Section Fourteen (14);

Thence along said North line of said Section Fourteen (14) South 89°44'28" East a distance of 125.96 feet to the North quarter corner of said Section Fourteen and the POINT OF BEGINNING.

Within Section Twelve (12), Township Four (4) North, Range One (1) West, said roadway occupies a strip of land 300 feet in width lying 150 feet measured perpendicular to and on either side of the herein-described centerline;

COMMENCING at the Southwest corner of said Section Twelve (12);

Thence North 00°04'08" West a distance of 623.08 feet along the West line of said Section Twelve (12) to a point, said point being the POINT OF BEGINNING of said centerline;

Thence South 89°30'56" East a distance of 109.18 feet to a Point of Curve of a tangent curve;

Thence along said tangent curve, being a curve to the Left, having a radius of 3165.00 feet, and a central angle of 52°32'53", a distance of 2902.74 feet to a point on the North/South mid-section line of said Section Twelve (12);

Said point bears South 00°08'25" East a distance of 793.11 feet from the center of said Section Twelve;

Thence continuing along said tangent curve from a Local Tangent Bearing of North 37°55'05" East a distance of 771.43 feet through a central angle of 13°57'55", to a Point of Tangency;

Thence North 23°57'11" East a distance of 2154.18 feet to a Point of Curve of a tangent curve;

Thence along said tangent curve, being a curve to the Right, having a radius of 2865.00 feet, and a central angle of 18°37'35", a distance of 931.39 feet to a point on the North section line of said Section Twelve (12), and the Terminus of said centerline within said Section Twelve (12).

Said point bears North 89°10'26" West a distance of 886.03 feet from the Northeast corner of said Section Twelve (12).

Within Section One (1), Township Four (4) North, Range One (1) West, said roadway occupies a strip of land 300 feet in width lying 150 feet measured perpendicularly to and on either side of the herein-described centerline;

COMMENCING at the Southeast corner of said Section One (1);

Thence North 89°10'26" West a distance of 886.03 feet along the South line of said Section One (1) to a point, said point being a point on a curve and also the POINT OF BEGINNING of said centerline;

Thence from a Local Tangent Bearing of North 42°34'46" East along said curve, being a curve to the Right, having a radius of 2865.00 feet, and a central angle of 22°03'59", a distance of 1103.40 feet to a point on the East section line of said Section One (1), and the Terminus of said centerline within said Section One (1).

Said point bears North 00°16'19" West a distance of 662.37 feet from the Southeast corner of said Section One (1);

Within Section Six (6), Township Four (4) North, Range One (1) East, said roadway of varying width lies between Northerly and Southerly lines more particularly described as;

COMMENCING at the Southwest corner of said Section Six (6);

Thence North 02°10'14" West a distance of 226.39 feet along the West line of said Section Six (6) to the Northeast corner of Section Twelve (12), Township Four (4) North, Range One (1) West;

Thence North 00°16'19" West a distance of 828.05 feet continuing along the West line of said Section Six (6) to a point, said point being a point on a curve and also the POINT OF BEGINNING of the Northerly line of said roadway;

Thence from a Local Tangent Bearing of North 65°58'23" East along said curve, being a curve to the Right, having a radius of 3015.00 feet, and a central angle of 20°36'19", a distance of 736.93 feet;

Thence North 03°25'18" West a distance of 30.00 feet;

Thence from a Local Tangent Bearing of North 86°34'42" East along a non-tangent curve to the Right having a radius of 3045.00 feet, a distance of 173.43 feet through a central angle of 03°15'48", to a Point of Tangency;

Thence North 89°50'30" East a distance of 1552.64 feet to a point on the North/South mid-section line of said Section Six (6);

Said point bears South 00°54'23" East a distance of 1484.16 feet from the center of said Section Six (6);

Thence continuing North 89°50'30" East a distance of 2693.73 feet to a point on the East section line of said Section Six (6) and the Terminus of said Northerly line;

AND:

COMMENCING at the Southwest corner of said Section Six (6);

Thence North 02°10'14" West a distance of 226.39 feet along the West line of said Section Six (6) to the Northeast corner of Section Twelve (12), Township Four (4) North, Range One (1) West;

Thence North 00°16'19" West a distance of 496.69 feet continuing along the West line of said Section Six (6) to a point, said point being a point on a curve and also the POINT OF BEGINNING of the Southerly line of said roadway;

Thence from a Local Tangent Bearing of North 63°09'18" East along said curve, being a curve to the Right, having a radius of 2715.00 feet, and a central angle of 25°18'44", a distance of 1199.44 feet;

Thence South 01°31'58" East a distance of 30.00 feet;

Thence from a Local Tangent Bearing of North 88°28'02" East along a non-tangent curve to the Right having a radius of 2685.00 feet, a distance of 64.40 feet through a central angle of 01°22'27", to a Point of Tangency;

Thence North 89°50'30" East a distance of 1557.35 feet to a point on the North/South mid-section line of said Section Six (6);

Said point bears North 00°54'23" West a distance of 929.52 feet from the South quarter corner of said Section Six (6);

Thence continuing North 89°50'30" East a distance of 2698.77 feet to a point on the East section line of said Section Six (6) and the Terminus of said Southerly line;

Within Section Five (5), Township Four (4) North, Range One (1) East, said roadway of varying width lies between Northerly and Southerly lines more particularly described as;

COMMENCING at the Southwest corner of said Section Five (5);

Thence North 01°42'25" West a distance of 1239.17 feet along the West line of said Section Five (5) to a point, said point being the POINT OF BEGINNING of the Northerly line of said roadway;

Thence North 89°50'30" East a distance of 1989.45 feet to a Point of Curve of a tangent curve;

Thence along said curve, being a curve to the Right having a radius of 3080.00 feet, a distance of 642.44 feet through a central angle of 11°57'04", to a point on the North/South mid-section line of said Section Five (5);

Said point bears South 01°27'51" East a distance of 1363.04 feet from the center of said Section Five (5);

Thence from a Local Tangent Bearing of South 78°12'26" East continuing along said curve a distance of 819.87 feet through a central angle of 15°15'06", to a Point of Tangency;

Thence South 62°57'20" East a distance of 988.60 feet;

Thence North 27°02'40" East a distance of 50.00 feet;

Thence South 62°57'20" East a distance of 123.51 feet to a Point of Curve of a tangent curve;

Thence along said tangent curve, being a curve to the Left having a radius of 2670.00 feet through a central angle of 02°53'39" a distance of 134.87 feet to the end of said tangent curve;

Thence South 24°09'01" West a distance of 80.00 feet to a Point of Curve of a non-tangent curve;

Thence from a Local Tangent Bearing of South 65°50'59" East along said non-tangent curve being a curve to the Left, having a radius of 2750.00 feet through a central angle of

17°11'02" a distance of 824.77 feet to a point on the East line of said Section Five (5) and the Terminus of said Northerly line;

Said point bears North 01°31'46" West a distance of 174.84 feet from the Southeast corner of said Section Five (5);

AND:

COMMENCING at the Southwest corner of said Section Five (5);

Thence North $01^{\circ}42'25''$ West a distance of 879.17 feet along the West line of said Section Five (5) to a point, said point being the POINT OF BEGINNING of the Southerly line of said roadway;

Thence North $89^{\circ}50'30''$ East a distance of 1294.14 feet;

Thence South $00^{\circ}09'30''$ East 36.00 feet;

Thence North $89^{\circ}50'30''$ East a distance of 686.00 feet to a Point of Curve of a tangent curve;

Thence along said tangent curve, being a curve to the Right having a radius of 2684.00 feet through a Central Angle of $13^{\circ}57'04''$ a distance of 653.54 feet, to a point on the North/South mid-section line of said Section Five (5);

Said point bears North $01^{\circ}27'51''$ West a distance of 860.42 feet from the center of said Section Five (5);

Thence from a Local Tangent Bearing of South $76^{\circ}12'25''$ East continuing along said curve through a Central Angle of $13^{\circ}15'05''$, a distance of 620.76 feet to a Point of Tangency;

Thence South $62^{\circ}57'20''$ East a distance of 712.84 feet;

Thence South $27^{\circ}02'40''$ West a distance of 80.00 feet;

Thence South $62^{\circ}57'20''$ East a distance of 303.51 feet;

Thence North $27^{\circ}02'40''$ East a distance of 146.00 feet to a Point of Curve of a non-tangent curve;

Thence from a Local Tangent Bearing of South $62^{\circ}57'20''$ East along said Curve being a curve to the Left having a radius of 3050.00 feet, a distance of 500.18 feet through a Central Angle of $09^{\circ}23'46''$, to a point on the South line of said Section Five (5) and the Terminus of said Southerly line;

Said point bears South $89^{\circ}48'35''$ West a distance of 595.81 feet from the Southeast corner of said Section Five (5).

Within Section Eight (8), Township Four (4) North, Range One (1) East, said roadway of varying width occupies the area Northerly and Easterly of a line more particularly described as;

COMMENCING at the Northeast corner of said Section Eight (8);

Thence South 89°48'35" West a distance of 595.81 feet along the North line of said Section Eight (8) to a point, said point being a point on a curve and also being the POINT OF BEGINNING of the Southerly line of said roadway;

Thence from a Local Tangent Bearing of South 72°21'06" East along said curve being a non-tangent curve to the Left having a radius of 3050.00 feet, a distance of 565.73 feet through a central angle of 10°37'39" to a Point of Curve of a non-tangent curve;

Thence from a Local Tangent Bearing of South 07°12'57" West along said curve being a curve to the Left, having a radius of 3847.97 feet, a distance of 488.44 feet through a central angle of 07°16'22" to a Point of Tangency;

Thence South 00°03'25" East a distance of 709.69 feet;

Thence South 89°38'19" East a distance of 75.00 feet to a point on the West line of said Section Eight (8), and the Terminus of said Southerly line;

Said point bears South 89°48'35" East a distance of 1319.45 feet from the Northeast corner of said Section Eight (8).

Within Section Nine (9), Township Four (4) North, Range One (1) East, said roadway of varying width occupies the area Northerly and Westerly of a line more particularly described as;

COMMENCING at the Northwest corner of said Section Nine (9);

Thence North 89°15'45" East a distance of 366.24 feet along the North line of said Section Nine (9) to a point, said point being the POINT OF BEGINNING of the Southerly line of said roadway;

Thence South 00°44'15" East a distance of 150.00 feet to a Point of Curve of a non-tangent curve;

Thence from a Local Tangent Bearing of South 89°14'45" West, along said non-tangent curve being a curve to the Right, having a radius of 3050.00 feet, through a central angle of 04°56'20", a distance of 262.92 feet to a Point of Curve of a non-tangent curve;

Thence from a Local Tangent Bearing of South 07°16'51" West along said curve being a curve to the Left having a radius of 3697.97 feet, through a Central Angle of 07°20'16" a distance of 473.60 feet to a Point of Tangency;

Thence South 00°03'25" East a distance of 709.81 feet;

Thence South 89°37'16" West a distance of 75.00 feet to a point on the West line of said Section Nine (9) and the Terminus of said Southerly line of said roadway.

Said point bears South 00°03'25" East a distance of 1319.98 feet from the Northwest corner of said Section Nine (9).

WITHIN SECTION FOUR (4), Township Four (4) North, Range One (1) East, said roadway of varying width occupies the area Southerly and Westerly of a line more particularly described as;

COMMENCING at the Southwest corner of said Section Four (4);

Thence North 01°31'46" West a distance of 174.84 feet along the West line of said Section Four (4) to a point, said point being a point on a non-tangent curve, and also being the POINT OF BEGINNING of the Northerly line of said roadway;

Thence from a Local Tangent Bearing of South 83°02'01" East along said non-tangent curve being a curve to the Left having a radius of 2750.00 feet, through a Central Angle of 00°12'40", a distance of 10.14 feet to a Point of Curve of a non-tangent curve;

Thence from a Local Tangent Bearing of North 11°41'18" East along said curve being a curve to the Right having a radius of 3847.97 feet, through a central angle of 04°51'42", a distance of 326.51 to a Point of Tangency;

Thence North 16°33'00" East a distance of 1050.00 feet;

Thence South 73°27'00" East a distance of 150.00 feet;

Thence South 16°33'00" West a distance of 1050.00 feet to a Point of Curve of a tangent curve;

Thence along said curve being a curve to the Left having a radius of 3697.97 feet, through a central angle of 04°35'47" a distance of 296.67 feet to a Point of Curve of a non-tangent curve;

Thence from a Local Tangent Bearing of South 86°23'29" East along said curve being a curve to the Left having a radius of 2750.00 feet, through a Central Angle of 04°20'46", a distance of 208.60 feet;

Thence South 00°44'15" East a distance of 150.00 feet to a point on The South line of said Section Four (4), and the Terminus of said Northerly line of said roadway.

(Said roadway the Estrella Freeway (303 LOOP) from Reems Road to Lake Pleasant Road, in Supervisorial District No. 4, and within an unincorporated area).

WHEREAS, the day and hour set by the Board for a public hearing on said petition has arrived, and notice of said hearing has been given to the public by advertising once a week for two consecutive weeks in The Arizona Business Gazette; and

WHEREAS, no objections to the establishment, opening and declaration of said highway have been filed; and

WHEREAS, the Board believes that the granting of said petition and the establishment, opening and declaration of the highway as prayed for in said petition, are for the best interests of Maricopa County, and said highway is a public necessity; **NOW, THEREFORE**,

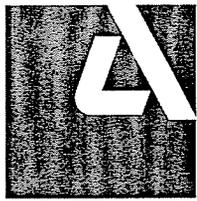
BE IT RESOLVED that there is hereby established, opened and declared a county highway, more fully set forth hereinabove, and the County Engineer is hereby directed to make a plat of the survey of said highway and cause the same to be recorded in the Office of the County Recorder of Maricopa County as provided by law.

BE IT FURTHER RESOLVED that the Board accept any right-of-way or property donated to the State or County for said highway. The Board hereby accepts all U. S. Patent easement reservations, right-of-way or properties along this alignment into the Department of Transportation's Highway system.

BE IT FURTHER RESOLVED that the County Engineer be directed and authorized, and he is hereby so directed and authorized, to negotiate with owners of parcels of private property required for the right-of-way of said public highway with the view of obtaining for Maricopa County said private property, subject to the ratification and approval of this Board.

BE IT FURTHER RESOLVED that the County Attorney be directed and authorized, and he is hereby directed and authorized, to initiate and prosecute actions and proceedings in the manner required by law to condemn all property required for right-of-way which cannot be obtained by donation or purchase.

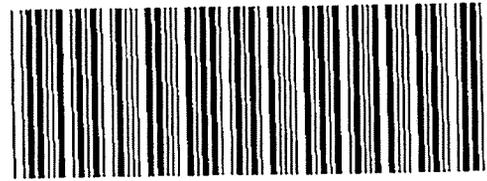
DATED this 4th day of August, 1999.



LandAmerica

Schedule B's

Order # 1539172
Exceptions # 13
Schedule B – Section II



OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL

MAY 15, 1998

98-0485496 06/09/98 08:45

CATHY 17 OF 26

RES. NO. 98-05-A-015
PROJECT: 303LMA000H087901R / 600-9-702
HIGHWAY: ESTRELLA CORRIDOR
SECTION: U.S. 60 - Jct. I-17
ROUTE NO.: S.R. 303L
ENG. DIST.: M
COUNTY: Maricopa

RESOLUTION OF ESTABLISHMENT & ADVANCE ACQUISITION

MARY E. PETERS, Director, Arizona Department of Transportation, on May 15, 1998, presented and filed with this Transportation Board his written report recommending the establishment and the approval and adoption of a refined portion of the State Route Plan for the Estrella Corridor, and the advance acquisition of land within the above referenced corridor.

The area of establishment, the refined location of a portion of the State Route Plan, and the land to be acquired by advance acquisition is depicted in Appendix "A", and delineated on maps and plans on file in the office of the State Engineer, Intermodal Transportation Division, Phoenix, Arizona.

WHEREAS the Department has determined that the corridor as depicted in Appendix "A" should be adopted and approved as a refined portion of the State Route Plan for this segment of State Route 303 Loop; and

WHEREAS advance acquisition will forestall development within the corridor, alleviate hardship situations, and provide for an orderly acquisition and relocation program; and

WHEREAS it has been determined that a reasonable need exists for the real property located within the corridor; and

WHEREAS because of these premises, this Board finds public safety, necessity, and convenience require the recommended establishment and the approval and adoption of the refined portion of the State Route Plan, and advance acquisition of the land needed for this improvement; therefore, be it

MAY 15, 1998

RES. NO. 98-05-A-015
PROJECT: 303LMA000H087901R / 600-9-702
HIGHWAY: ESTRELLA CORRIDOR
SECTION: U.S. 60 - Jct. I-17
ROUTE NO.: S.R. 303L
ENG. DIST.: M
COUNTY: Maricopa

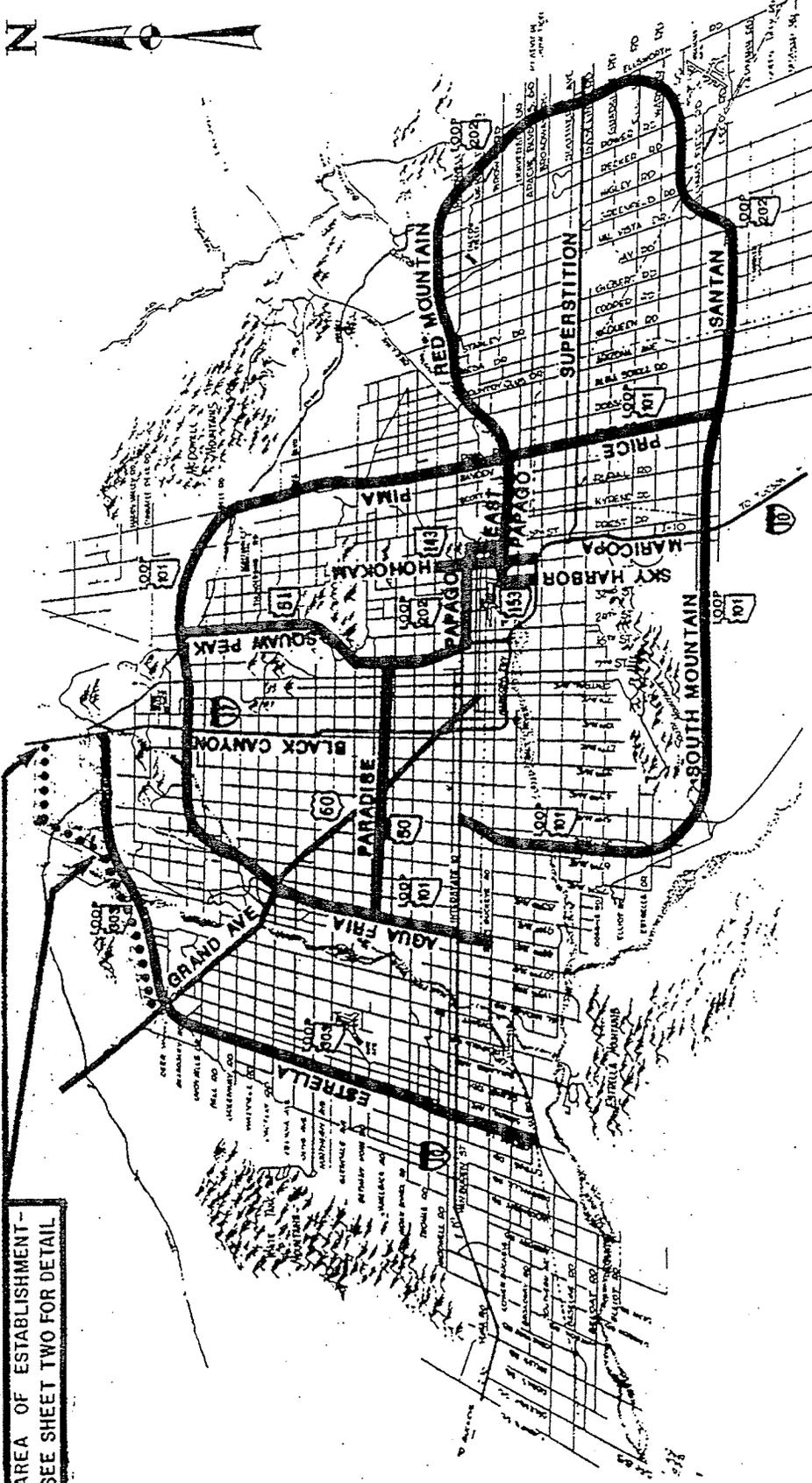
RESOLVED that the corridor depicted in Appendix "A" is adopted and approved as a refined portion of the State Route Plan for the location of a future controlled access state highway, and designated State Route 303 Loop; be it further

RESOLVED that the Director is authorized to proceed with advance acquisition to acquire an estate in fee and the appropriate rights of access needed for the corridor depicted in Appendix "A", in accordance with Arizona Revised Statutes Section 28-7094; be it further

RESOLVED that the Director secure an appraisal of the land to be acquired, and that necessary parties be compensated.



AREA OF ESTABLISHMENT-
SEE SHEET TWO FOR DETAIL



THIS PLAT WAS PHOTOGRAPHICALLY
REPRODUCED FROM —

MARICOPA COUNTY, ARIZONA

303LMA000H087901R
600-9-702
ESTRELLA CORRIDOR, S.R. 303L
U.S. 60 - Jct. I-17
Maricopa County
5-15-98 Scale: 1" = 6 Miles ±
Sheet 1 of 2

APPENDIX "A"

MAY 15, 1998

RES. NO. 98-05-A-015
PROJECT: 303LMA000H087901R / 600-9-702
HIGHWAY: ESTRELLA CORRIDOR
SECTION: U.S. 60 - Jct. I-17
ROUTE NO.: S.R. 303L
ENG. DIST.: M
COUNTY: Maricopa

REPORT AND RECOMMENDATION

TO THE HONORABLE ARIZONA TRANSPORTATION BOARD:

The Intermodal Transportation Division has made a thorough investigation concerning the establishment, approval, and adoption of the State Route Plan for a portion of the Estrella Corridor, and the advance acquisition of land within the above referenced corridor. This segment of the Estrella Corridor was previously established as a Preliminary Transportation Corridor designated S.R. 517 by Arizona Transportation Board Resolution 85-08-A-59 dated August 16, 1985; Resolution 87-11-A-105 dated December 18, 1987, redesignated S.R. 517 to S.R. 303 Loop; and Resolutions 89-07-A-58 dated July 21, 1989, and 92-11-A-72 dated November 20, 1992, refined a portion of the Corridor and authorized advance acquisition.

The State Engineer recommends that refinement of a portion of the Estrella Corridor be adopted and approved by the Arizona Transportation Board as a portion of the State Route Plan for State Route 303 Loop.

The Department has determined that advance acquisition of corridor rights of way should commence in order to forestall development, alleviate hardship situations, and provide for an orderly acquisition and relocation program.

Pursuant to Arizona Revised Statutes Section 28-7094, it has been determined that a reasonable need exists for the real property located within the corridor alignment.

MAY 15, 1998

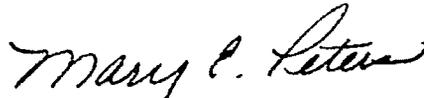
RES. NO. 98-05-A-015
PROJECT: 303LMA000H087901R / 600-9-702
HIGHWAY: ESTRELLA CORRIDOR
SECTION: U.S. 60 - Jct. I-17
ROUTE NO.: S.R. 303L
ENG. DIST.: M
COUNTY: Maricopa

The area of establishment, the refined location of a portion of the State Route Plan, and the land to be acquired by advance acquisition is depicted in Appendix "A", and delineated on maps and plans on file in the office of the State Engineer, Intermodal Transportation Division, Phoenix, Arizona.

Accordingly, I recommend that the refined corridor alignment depicted in Appendix "A" be adopted and approved as a portion of the State Route Plan for a future controlled access state highway and designated State Route 303 Loop. I further recommend advance acquisition be authorized for real property within the above referenced corridor.

In the interest of public safety, necessity, and convenience, pursuant to Arizona Revised Statutes Section 28-7046, I recommend the adoption of a resolution making this recommendation effective.

Respectfully submitted,



MARY E. PETERS, Director
Arizona Department of Transportation

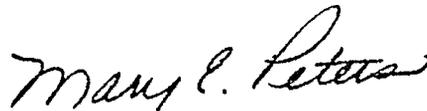
MAY 15, 1998

RES. NO. 98-05-A-015
PROJECT: 303LMA000H087901R / 600-9-702
HIGHWAY: ESTRELLA CORRIDOR
SECTION: U.S. 60 - Jct. I-17
ROUTE NO.: S.R. 303L
ENG. DIST.: M
COUNTY: Maricopa

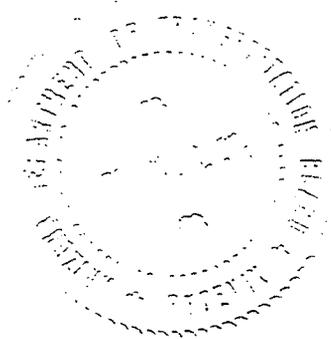
CERTIFICATION

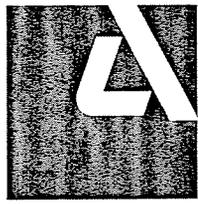
I, MARY E. PETERS, Director of the Arizona Department of Transportation, do hereby certify that the foregoing is a true and correct copy from the minutes of the Transportation Board made in official session on May 15, 1998.

IN WITNESS WHEREOF I have hereunto set my hand and the official seal of the Transportation Board on May 15, 1998.



MARY E. PETERS, Director
Arizona Department of Transportation





LandAmerica

Schedule B's

Order # 1539172
Exceptions # 14
Schedule B – Section II

When Recorded Return To:

City of Peoria
8401 W. Monroe
Peoria, AZ 85345

040451-2-1-1--
Delrossoa

Caption Heading: Repayment Zone – Lake Pleasant Parkway
(Townships 4 & 5 North, Range 1 East,
G&SRB&M, Maricopa County, Arizona)

The attached map shows the area of City of Peoria improvements to Lake Pleasant Road (Parkway). Properties located adjacent to the roadway or benefited by the project will be subject to an assessment for certain improvements.

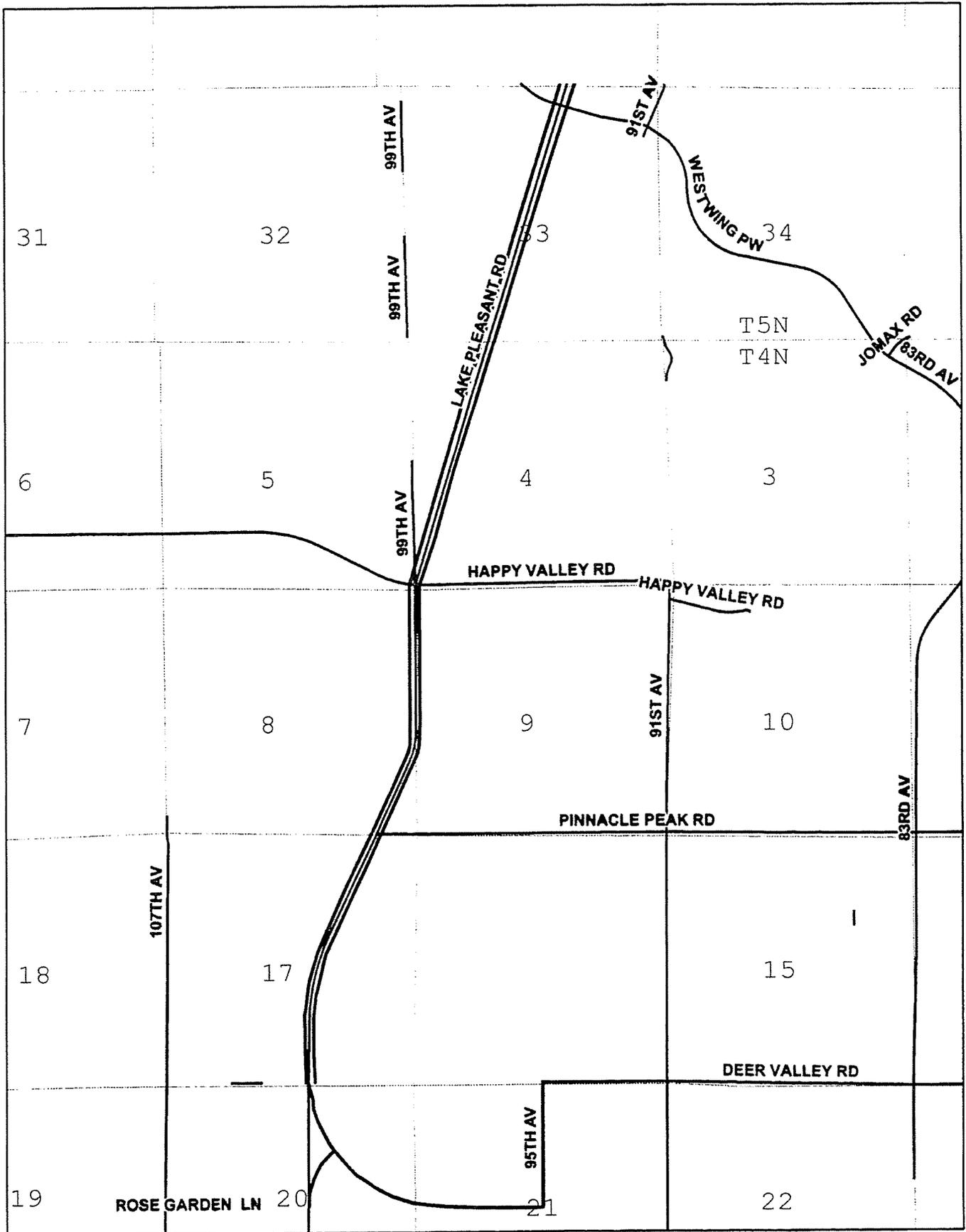
Further information may be obtained from the City Engineering Director's office, City of Peoria, 8401 West Monroe, Peoria AZ 85345.

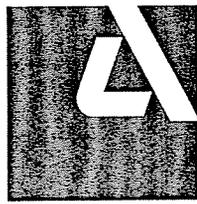
Do Not Remove

This is part of the official document

Lake Pleasant – Rose Garden to West Wing

Lake Pleasant Pkwy Repayment Zone Map





LandAmerica

Schedule B's

Order # 1539172
Exceptions # 15
Schedule B – Section II

662-37

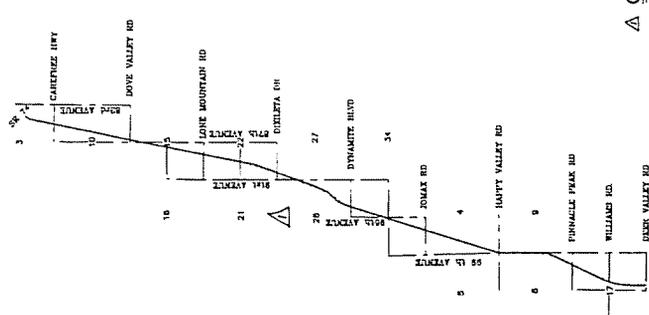
RECORD OF SURVEY FOR THE CITY OF PEORIA

OF THE CENTER LINE OF LAKE PLEASANT
 PARKWAY THROUGH SECTIONS
 4, 8, 9, and 17 T.4N R.1E. AND
 3, 10, 15, 22, 27, 28 and 33 T.5N. R.1E.
 G. & S. R. M. MARICOPA COUNTY, ARIZONA

SECTION AND 1/4 CORNERS

The following monuments found:

PT#	NORTHING	EASTING	LOCATION
301	972974.619	589241.119	S1/4 SEC 17
302	970597.289	246612.553	W1/4 SEC 17
303	961713.676	589293.310	N1/4 SEC 17
304	979568.999	589297.917	E1/4 SEC 17
312	973088.278	591883.084	SE COR SEC 17
313	968133.272	591887.576	NE COR SEC 17
314	968133.272	591887.576	E1/4 SEC 8
315	966444.668	589237.567	NE COR SEC 8
316	966444.668	589237.567	N1/4 SEC 8
317	966444.668	589237.567	S1/4 SEC 8
318	966444.668	589237.567	W1/4 SEC 8
319	966444.668	589237.567	CLOSING COR SEC 8
320	964279.077	591608.027	W1/4 SEC 33
321	964279.077	591608.027	E1/4 SEC 33
322	964279.077	591608.027	S1/4 SEC 33
323	964279.077	591608.027	W1/4 SEC 33
324	964279.077	591608.027	CLOSING COR SEC 33
325	966950.189	597043.346	NE COR SEC 33
326	966950.189	597043.346	N1/4 SEC 33
327	966950.189	597043.346	S1/4 SEC 33
328	966950.189	597043.346	W1/4 SEC 33
329	966950.189	597043.346	CLOSING COR SEC 33
330	1002278.275	597008.405	S1/4 SEC 27
331	1002278.275	597008.405	N1/4 SEC 27
332	1002278.275	597008.405	S1/4 SEC 22
333	1002278.275	597008.405	N1/4 SEC 22
334	1002278.275	597008.405	SE COR SEC 22
335	1002278.275	597008.405	NE COR SEC 22
336	1002278.275	597008.405	E1/4 SEC 15
337	1002278.275	597008.405	N1/4 SEC 15
338	1002278.275	597008.405	S1/4 SEC 10
339	1002278.275	597008.405	N1/4 SEC 10
340	1002278.275	597008.405	S1/4 SEC 5
341	1002278.275	597008.405	N1/4 SEC 5
342	1002278.275	597008.405	S1/4 SEC 10
343	1002278.275	597008.405	N1/4 SEC 10
344	1002278.275	597008.405	S1/4 SEC 5
345	1002278.275	597008.405	N1/4 SEC 5
346	1002278.275	597008.405	S1/4 SEC 10
347	1002278.275	597008.405	N1/4 SEC 10
348	1002278.275	597008.405	S1/4 SEC 5
349	1002278.275	597008.405	N1/4 SEC 5
350	1002278.275	597008.405	S1/4 SEC 10
351	1002278.275	597008.405	N1/4 SEC 10
352	1002278.275	597008.405	S1/4 SEC 5
353	1002278.275	597008.405	N1/4 SEC 5
354	1002278.275	597008.405	S1/4 SEC 10
355	1002278.275	597008.405	N1/4 SEC 10
356	1002278.275	597008.405	S1/4 SEC 5
357	1002278.275	597008.405	N1/4 SEC 5
358	1002278.275	597008.405	S1/4 SEC 10
359	1002278.275	597008.405	N1/4 SEC 10
360	1002278.275	597008.405	S1/4 SEC 5
361	1002278.275	597008.405	N1/4 SEC 5
362	1002278.275	597008.405	S1/4 SEC 10
363	1002278.275	597008.405	N1/4 SEC 10
364	1002278.275	597008.405	S1/4 SEC 5
365	1002278.275	597008.405	N1/4 SEC 5
366	1002278.275	597008.405	S1/4 SEC 10
367	1002278.275	597008.405	N1/4 SEC 10
368	1002278.275	597008.405	S1/4 SEC 5
369	1002278.275	597008.405	N1/4 SEC 5
370	1002278.275	597008.405	S1/4 SEC 10
371	1002278.275	597008.405	N1/4 SEC 10
372	1002278.275	597008.405	S1/4 SEC 5
373	1002278.275	597008.405	N1/4 SEC 5
374	1002278.275	597008.405	S1/4 SEC 10
375	1002278.275	597008.405	N1/4 SEC 10
376	1002278.275	597008.405	S1/4 SEC 5
377	1002278.275	597008.405	N1/4 SEC 5
378	1002278.275	597008.405	S1/4 SEC 10
379	1002278.275	597008.405	N1/4 SEC 10
380	1002278.275	597008.405	S1/4 SEC 5
381	1002278.275	597008.405	N1/4 SEC 5
382	1002278.275	597008.405	S1/4 SEC 10
383	1002278.275	597008.405	N1/4 SEC 10
384	1002278.275	597008.405	S1/4 SEC 5
385	1002278.275	597008.405	N1/4 SEC 5
386	1002278.275	597008.405	S1/4 SEC 10
387	1002278.275	597008.405	N1/4 SEC 10
388	1002278.275	597008.405	S1/4 SEC 5
389	1002278.275	597008.405	N1/4 SEC 5
390	1002278.275	597008.405	S1/4 SEC 10
391	1002278.275	597008.405	N1/4 SEC 10
392	1002278.275	597008.405	S1/4 SEC 5
393	1002278.275	597008.405	N1/4 SEC 5
394	1002278.275	597008.405	S1/4 SEC 10
395	1002278.275	597008.405	N1/4 SEC 10
396	1002278.275	597008.405	S1/4 SEC 5
397	1002278.275	597008.405	N1/4 SEC 5
398	1002278.275	597008.405	S1/4 SEC 10
399	1002278.275	597008.405	N1/4 SEC 10
400	1002278.275	597008.405	S1/4 SEC 5



QUALIFICATION OF SURVEY
 THE PURPOSE OF THIS SURVEY IS TO ESTABLISH A CENTERLINE FOR THE LAKE PLEASANT PARKWAY. THIS SURVEY WAS CONDUCTED BY THE SURVEYOR AND HIS ASSISTANTS WHO APPEARED TO MARK THE CORNERS NOTED ON THE SURVEY MAP. THE SURVEYOR HAS REVIEWED THE SURVEY AND HAS DETERMINED THAT THE QUALITY AND ACCURACY OF THE SURVEY IS AS STATED AND THAT THE VALIDITY OF THESE MONUMENTS WAS NOT IMPAIRED.

BASIS OF BEARINGS AND COORDINATES
 HORIZONTAL AND VERTICAL CONTROL FOR THE AERIAL MAPPING OF LAKE PLEASANT ROAD WAS OBTAINED FROM THE MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION COAST SURVEY NETWORK FOR MAPPING PURPOSES. THE PUBLISHED 1995 STATE PLANE COORDINATES FOR EACH STATION WERE MODIFIED TO REFLECT THE 1983 NAD 83 DATUM. THE HORIZONTAL AND VERTICAL VALUES ESTABLISHED FOR THE AERIAL MAPPING ARE HAD 1983 VALUES. THE HORIZONTAL AND VERTICAL VALUES ESTABLISHED FOR THE AERIAL PANELS WERE OBTAINED FROM GPS FIX PROCEDURES BASED ON THE COAST STATIONS LISTED BELOW.

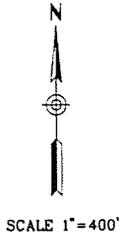
GROUND COORDINATE CALCULATIONS
 PROJECT NAME: LAKE PLEASANT ROAD DECK
 JOB NUMBER: AZ-014-012-30

Sta	Grid Northing (N)	Grid Easting (E)	Height (ft)	Elevation (ft)	Scale Factor	Combined Factor	GAS	Ground Northing (N)	Ground Easting (E)	Elevation (ft)
10C1	991503.162	812006.733	1324.232	0.99993471	0.99993471	0.99986942	1.00015461	981658.402	812981.493	1420.220
10C2	991503.162	812006.733	1324.232	0.99993471	0.99993471	0.99986942	1.00015461	981658.402	812981.493	1420.220
10C3	991503.162	812006.733	1324.232	0.99993471	0.99993471	0.99986942	1.00015461	981658.402	812981.493	1420.220
10C4	991503.162	812006.733	1324.232	0.99993471	0.99993471	0.99986942	1.00015461	981658.402	812981.493	1420.220
10C5	991503.162	812006.733	1324.232	0.99993471	0.99993471	0.99986942	1.00015461	981658.402	812981.493	1420.220
10C6	991503.162	812006.733	1324.232	0.99993471	0.99993471	0.99986942	1.00015461	981658.402	812981.493	1420.220
10C7	991503.162	812006.733	1324.232	0.99993471	0.99993471	0.99986942	1.00015461	981658.402	812981.493	1420.220
10C8	991503.162	812006.733	1324.232	0.99993471	0.99993471	0.99986942	1.00015461	981658.402	812981.493	1420.220
10C9	991503.162	812006.733	1324.232	0.99993471	0.99993471	0.99986942	1.00015461	981658.402	812981.493	1420.220
10C10	991503.162	812006.733	1324.232	0.99993471	0.99993471	0.99986942	1.00015461	981658.402	812981.493	1420.220
10C11	991503.162	812006.733	1324.232	0.99993471	0.99993471	0.99986942	1.00015461	981658.402	812981.493	1420.220
10C12	991503.162	812006.733	1324.232	0.99993471	0.99993471	0.99986942	1.00015461	981658.402	812981.493	1420.220
10C13	991503.162	812006.733	1324.232	0.99993471	0.99993471	0.99986942	1.00015461	981658.402	812981.493	1420.220
10C14	991503.162	812006.733	1324.232	0.99993471	0.99993471	0.99986942	1.00015461	981658.402	812981.493	1420.220
10C15	991503.162	812006.733	1324.232	0.99993471	0.99993471	0.99986942	1.00015461	981658.402	812981.493	1420.220
10C16	991503.162	812006.733	1324.232	0.99993471	0.99993471	0.99986942	1.00015461	981658.402	812981.493	1420.220
10C17	991503.162	812006.733	1324.232	0.99993471	0.99993471	0.99986942	1.00015461	981658.402	812981.493	1420.220
10C18	991503.162	812006.733	1324.232	0.99993471	0.99993471	0.99986942	1.00015461	981658.402	812981.493	1420.220
10C19	991503.162	812006.733	1324.232	0.99993471	0.99993471	0.99986942	1.00015461	981658.402	812981.493	1420.220
10C20	991503.162	812006.733	1324.232	0.99993471	0.99993471	0.99986942	1.00015461	981658.402	812981.493	1420.220
10C21	991503.162	812006.733	1324.232	0.99993471	0.99993471	0.99986942	1.00015461	981658.402	812981.493	1420.220
10C22	991503.162	812006.733	1324.232	0.99993471	0.99993471	0.99986942	1.00015461	981658.402	812981.493	1420.220
10C23	991503.162	812006.733	1324.232	0.99993471	0.99993471	0.99986942	1.00015461	981658.402	812981.493	1420.220
10C24	991503.162	812006.733	1324.232	0.99993471	0.99993471	0.99986942	1.00015461	981658.402	812981.493	1420.220
10C25	991503.162	812006.733	1324.232	0.99993471	0.99993471	0.99986942	1.00015461	981658.402	812981.493	1420.220
10C26	991503.162	812006.733	1324.232	0.99993471	0.99993471	0.99986942	1.00015461	981658.402	812981.493	1420.220
10C27	991503.162	812006.733	1324.232	0.99993471	0.99993471	0.99986942	1.00015461	981658.402	812981.493	1420.220
10C28	991503.162	812006.733	1324.232	0.99993471	0.99993471	0.99986942	1.00015461	981658.402	812981.493	1420.220
10C29	991503.162	812006.733	1324.232	0.99993471	0.99993471	0.99986942	1.00015461	981658.402	812981.493	1420.220
10C30	991503.162	812006.733	1324.232	0.99993471	0.99993471	0.99986942	1.00015461	981658.402	812981.493	1420.220
10C31	991503.162	812006.733	1324.232	0.99993471	0.99993471	0.99986942	1.00015461	981658.402	812981.493	1420.220
10C32	991503.162	812006.733	1324.232	0.99993471	0.99993471	0.99986942	1.00015461	981658.402	812981.493	1420.220
10C33	991503.162	812006.733	1324.232	0.99993471	0.99993471	0.99986942	1.00015461	981658.402	812981.493	1420.220
10C34	991503.162	812006.733	1324.232	0.99993471	0.99993471	0.99986942	1.00015461	981658.402	812981.493	1420.220
10C35	991503.162	812006.733	1324.232	0.99993471	0.99993471	0.99986942	1.00015461	981658.402	812981.493	1420.220
10C36	991503.162	812006.733	1324.232	0.99993471	0.99993471	0.99986942	1.00015461	981658.402	812981.493	1420.220
10C37	991503.162	812006.733	1324.232	0.99993471	0.99993471	0.99986942	1.00015461	981658.402	81	

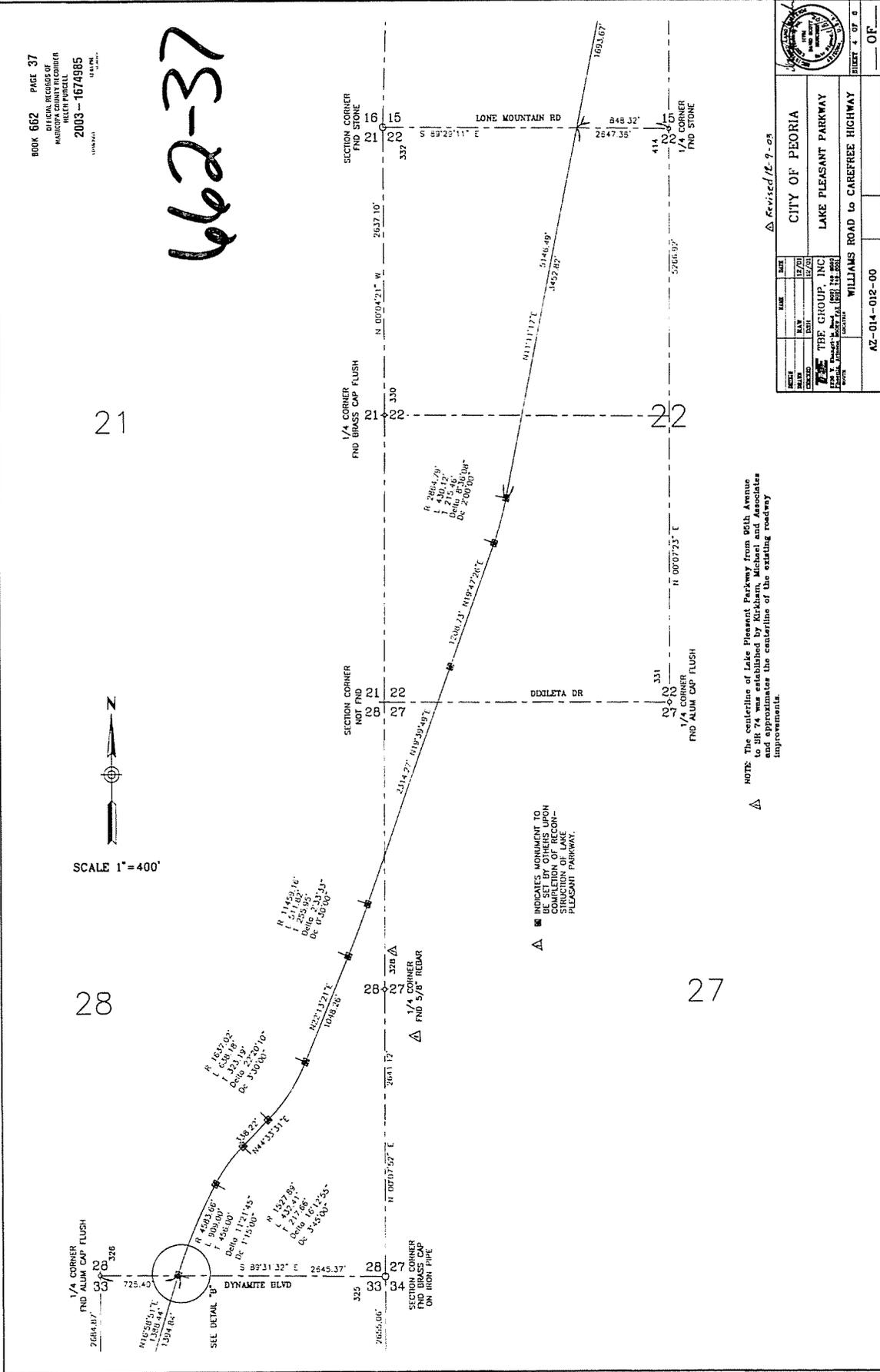
BOOK 662 PAGE 37
 CIVIL ENGINEER
 MARICOPA COUNTY RECORDER
 HELEN PIRELLI
 2003 - 1674985
 11.5.01 PM

662-37

21



28



27

Δ Revised / 12-9-03	
CITY OF PEORIA	
LAKE PLEASANT PARKWAY	
WILLIAMS ROAD TO CAREFREE HIGHWAY	
SHEET 4 OF 6	OF

NOTE: THE CENTERLINE OF LAKE PLEASANT PARKWAY FROM 50th AVENUE TO 55th AVENUE IS SHOWN FOR INFORMATION AND DOES NOT REPRESENT THE CENTERLINE OF THE EXISTING ROADWAY IMPROVEMENTS.

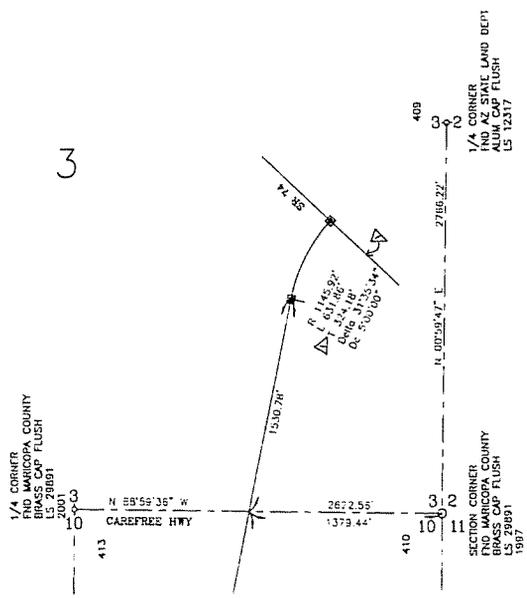
INDICATES MONUMENT TO BE SET BY OTHERS UPON COMPLETION OF RECONSTRUCTION OF LAKE PLEASANT PARKWAY.

BOOK 662 PAGE 37
 OFFICIAL RECORDS OF
 MARICOPA COUNTY RECORDS
 HILLET PUBLIC LLC
 2003-1074985

662-37



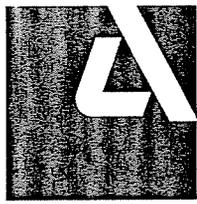
SCALE 1"=400'



■ INDICATES MONUMENT TO BE SET AT THE COMPLETION OF REGIONAL CONSTRUCTION OF LAKE PLEASANT PARKWAY.
 ▲

Revised 12-9-03

BOOK	PAGE	DATE	FILE
662	37	12/9/03	
OWNER	DATE	DATE	
TBE GROUP, INC	12/9/03	12/9/03	
FROM: 12/9/03 TO: 12/9/03 BY: [Signature] TITLE: [Title]			
CITY OF PEORIA			
LAKE PLEASANT PARKWAY			
WILLIAMS ROAD TO CAREFREE HIGHWAY			
AZ-014-012-00			SHEET 6 OF 6
			OF



LandAmerica

Schedule B's

Order # 1539172
Exceptions # 16
Schedule B – Section II

Janet Napolitano
Governor

Mark Winkleman
State Land
Commissioner

Arizona State Land Department



1616 West Adams Street Phoenix, AZ 85007 www.land.state.az.us

July 26, 2005

Applicant: Vestar Arizona XLVIII, L.L.C.		APPLICATION #: 003-110179-99	
Purpose: Commercial retail		Land Use/classification: Commercial	
Location: NWC Lake Pleasant Parkway & Happy Valley Road			
LEGAL: M&B	SECTION: 4	TWP: 4N	RNG: 1E
COUNTY: Maricopa	TOTAL ACRES: 17.07	New: X	Renewal:

	X	ASLD Planning Section
U.S. Bureau of Reclamation		ASLD Range Section
U.S. Corps of Engineers	X	ASLD Right of Way Section
X MCDOT - Planning		ASLD Southern Arizona Office, Ron Ruziska
County Board of Supervisors,		ASLD Water Rights Management Section
X County Planning & Zoning, Maricopa		AZ Dept. of Agriculture, Native Plant Law Spec.
County Flood Control,		AZ Dept. of Transportation
ASLD Agriculture Section		AZ Game & Fish Department
ASLD Economist		AZ State Parks
X ASLD ERT Section / Cultural Resources - Steve Ross	X	SHPO w/letter attached
ASLD Forestry Management Division	X	City Mayor, Peoria
ASLD Minerals Section	X	City Planning & Zoning Dept., Peoria
X ASLD Drainage and Engineering Section	X	City Street Department, Peoria
Other		City Aviation Department,

The State Land Department has received the above-subject application and will process it on its merits. We would appreciate any comments which you might elect to submit within 30 days so that the Department might consider them in making its decision. See enclosed application and maps.

<p>Sincerely,</p> <p>Max Masek Lease Administrator Commercial Leasing Section 602-542-4017</p>	<p><u>Comment:</u></p>
--	-------------------------------

Janet Napolitano
Governor

Mark Winkleman
State Land
Commissioner

Arizona
State Land Department



1616 West Adams Street Phoenix, AZ 85007 www.land.state.az.us

July 26, 2005

James W. Garrison
State Historic Preservation Officer
Arizona State Parks
1300 West Washington
Phoenix, AZ 85007

RE: ASLD **Commercial Lease** Application 003-110179-99, Vestar Arizona XLVIII, L.L.C.,
Applicant

Dear Mr. Garrison:

The Arizona State Land Department (ASLD) is currently considering the above captioned application for a commercial lease for commercial retail on Arizona State Trust land in the vicinity of Peoria. The legal description and acreage of the affected land are specified in the attached copy of the application and the subject property is shown on the attached copy of ASLD's plat map.

Pursuant to A.R.S. § 41-864, ASLD is asking the State Historic Preservation Office to advise ASLD of any properties which may be eligible for the Arizona Register of Historic Places that are known to be located on the subject property, and to advise ASLD of any efforts which ASLD should ask the applicant to undertake for the purpose of identifying currently unrecognized Register eligible properties which may be affected by the lease.

Thank you for your attention to this matter, and please call me at 602-542-4017 if you need any further information.

Sincerely,

Max Masel
Commercial Leasing Administrator
Commercial Leasing Section

Enclosures

c: Steve Ross, Manager, Cultural Resources

G:\COMER\READFILE\Mdm\03-110179_com.doc

"Serving Arizona's Schools and Public Institutions Since 1915"

