

ORIGINAL

RECEIVED  
6-20-96



96-002 - 005

SALT RIVER

MARICOPA COUNTY  
DEPARTMENT OF TRANSPORTATION

Exhibit

for the

Arizona Navigable Stream  
Adjudication Commission

LOWER SALT RIVER

005

96-002

Maricopa County, Lower Salt River

03-005-NAV

4/7/03

Evidence Item No.

005

*Helm & Kyle, Ltd.*

ATTORNEYS AT LAW

*John D. Helm  
Theodore L. Kyle  
Margaret R. Finstey  
Roberta S. Livesey  
Sally Worthington  
Michelle L. Margolies*

*1619 East Guadalupe  
Suite One  
Tempe, Arizona 85283  
(602) 345-9500  
Fax (602) 345-6559*

June 20, 1996

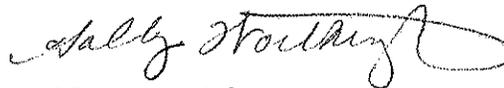
Arizona Navigable Stream Adjudication  
Ms. Christina Waddell  
1700 W. Washington, Room 404  
Phoenix, Arizona 85007

Re: Salt River Proceedings

Dear Ms. Waddell:

Enclosed please find the original and six copies of Maricopa County's evidence regarding public trust values on the Salt River.

Sincerely,



Sally Worthington

SAW/mbo

cc: Jim Minter

Enc.

Maricopa County, Lower Salt River  
03-005-NAV  
4/7/03  
Evidence Item No. 005

<b>CHARGE TO:</b>		Order Taker
CO. NAME		
AUTHORIZED BY		
DEPT./P.O. NO.		
<b>PICK UP ADDRESS</b>		
CO. NAME <i>Helm &amp; Kylo</i>		
ADDRESS		
CONTACT NAME	AREA	
CITY	ZIP CODE	PHONE #
<b>DELIVERY ADDRESS</b>		
CO. NAME <i>AKSAC</i>		
ADDRESS <i>1700 W. Washington</i>		
ATTN TO <i>Room 404</i>	AREA	
CITY <i>Phx</i>	ZIP CODE <i>85707</i>	PHONE #
SPECIAL INSTRUCTIONS:		

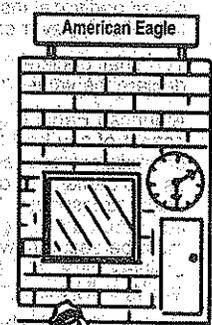


2720 South Hardy Drive, Suite #4

F 33478  
 (602) 784-1650  
 FAX (602) 784-1655  
 Tempe, Arizona 85282

SERVICE REQUEST		
DATE <i>6/20/96</i>	CALL IN TIME <i>1:37</i>	# PIECES
<input type="checkbox"/> 1 hr.	<input type="checkbox"/> 90 min.	<input checked="" type="checkbox"/> 2 hr.
<input type="checkbox"/> 3 hr.	<input type="checkbox"/> Same Day	<input type="checkbox"/> Other
<input type="checkbox"/> Round Trip (One Hr.) 120 mins.	<input type="checkbox"/> Round Trip (Ninety) 180 mins.	<input type="checkbox"/> Round Trip (Two Hr.) 240 mins.
<input type="checkbox"/> Round Trip (3 Hr.) 360 mins.		

DRIVER INFORMATION		
DRIVER # <i>179</i>	P/U TIME <i>2:33</i>	DELIVERY TIME <i>3:24</i>
C.O.D. COLLECTED <input type="checkbox"/>	AMOUNT	
PAID BY: <input type="checkbox"/> CHECK <input type="checkbox"/> CASH		
SENT BY <input checked="" type="checkbox"/>		
RECEIVED BY <i>[Signature]</i>		



"Round the Corner"  
 "Round the Clock"  
 American Eagle is  
 at your dock.

No signature required by driver  Please Check

PLEASE NOTE TERMS ON REVERSE SIDE

SHIPPER'S COPY

TERMS AND CONDITIONS

General Information

DEFINITIONS: On this Contract, we, our and us refer to American Eagle Express, Inc., its employees and agents. You and your refer to the sender, its employees and agents.

DECLARATION OF VALUE: American Eagle Express, Inc.'s liability to you shall not exceed \$50.00 per shipment unless you purchase additional insurance at the cost of \$.50 per \$100.00 of declared value. In no event, however, shall American Eagle Express, Inc.'s liability ever exceed \$1,000.00.

You shall declare the value of the shipment in the appropriate box on the front side of this document, or, in the event you do not declare the value, American Eagle Express, Inc.'s liability shall not exceed \$50.00 per shipment tendered for shipment.

American Eagle Express, Inc. shall not be liable for loss, damage or delay caused by acts of God, governmental action, nuclear hazard of any kind or nature, war or military action of any kind or nature, strikes, labor disputes, weather, mechanical failures, acts or omissions of customs or quarantine officials, civil commotion, dishonest acts by anyone, any quality in the property which causes it to damage or destroy itself, hidden or latent defects in the property, insects, vermin, moths, rodents or worms, dampness, dryness, atmosphere, heat or cold. American Eagle Express shall not be held liable for damages caused by defects in packaging or improper packaging by you. The number and description of items must be listed on the front of this ticket; each parcel or package must be securely wrapped or packaged in containers made of sufficient strength and durability to insure safe transportation with ordinary care, and each parcel and this ticket must be plainly marked with the correct name and address of each recipient or no liability will be assumed by us.

Charges for this shipment will be based on rates as set forth in our tariffs schedules or circulars. Where the person designated to pay freight charges is someone other than you, you shall remain ultimately responsible for payment of transportation charges. When it is necessary for us to bring legal action to collect transportation charges we shall also be entitled to collect our costs, disbursements and reasonable attorney's fees.

No claims will be paid until transportation charges have been paid. Claims may not be deducted from the transportation charges. You must bring claims for damaged goods within five days after delivery is completed. You must bring legal action to enforce a claim within one year of notice of claim or such action will be forever barred.

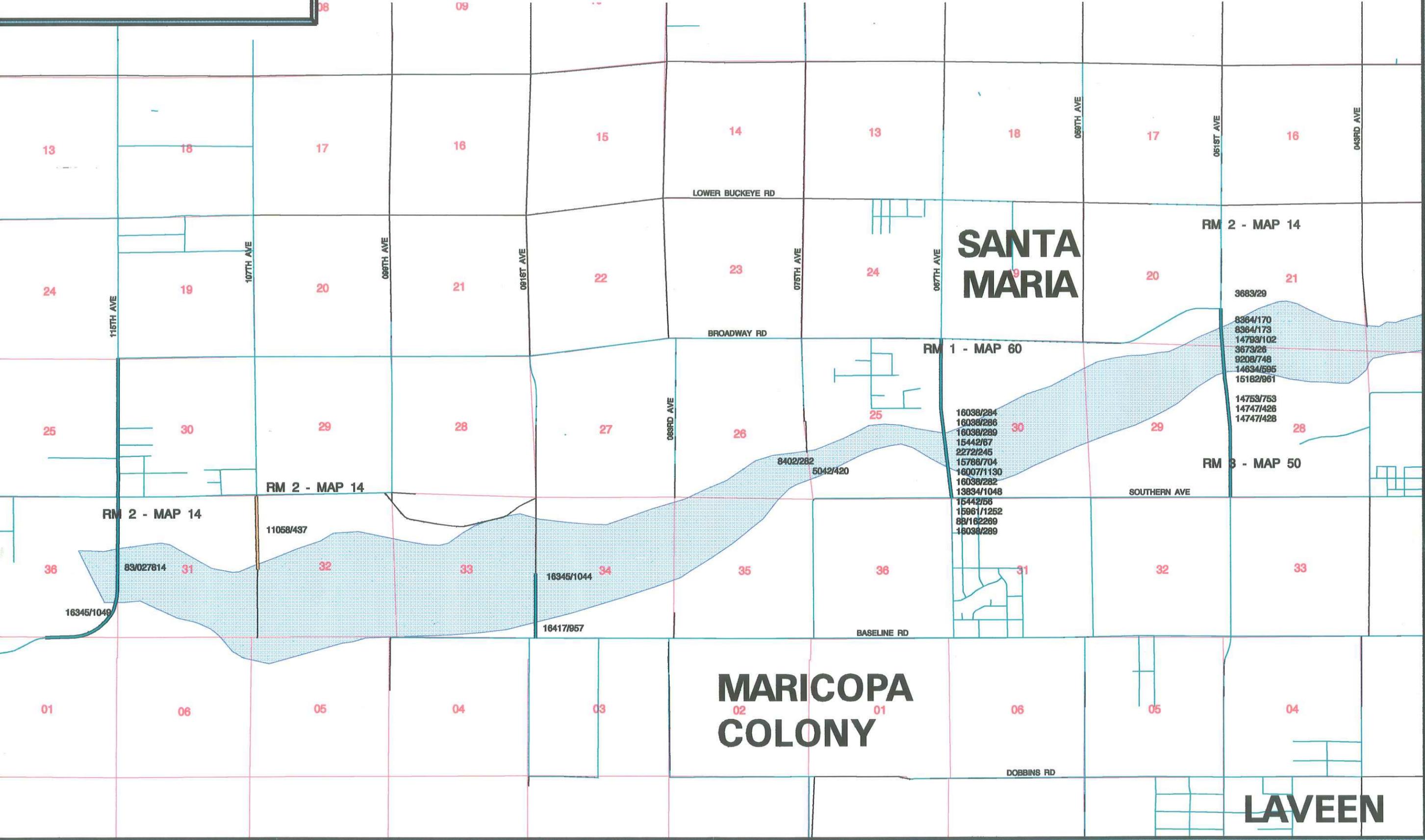
C.O.D. checks will be accepted at your risk and the amount must be designated in the appropriate space provided on the front of this ticket.

In tendering shipment, you agree to these conditions of contract, which no agent or employee of yours or ours may alter or modify.

**PANEL # 1A**  
**Approximate Ordinary High Water Mark Boundary**  
 Based on Existing Channel Condition in 1993,  
 Left Bank to Right Bank

Boundaries Established by Arizona State Land Department  
 Plotted 01/12/94

-  Section Line
-  Other County Maintained
-  Major Arterial Roads
-  Designated County Road
-  Non-Designated County Road



**SANTA MARIA**

**MARICOPA COLONY**

**LAVEEN**

RM 2 - MAP 14

RM 2 - MAP 14

RM 1 - MAP 60

RM 2 - MAP 14

RM 3 - MAP 50

3683/29  
 8364/170  
 8364/173  
 14793/102  
 3673/26  
 9208/748  
 14634/595  
 15162/961

16038/284  
 16038/286  
 16038/289  
 15442/67  
 2272/245  
 15788/704  
 16007/1130  
 16038/282  
 13834/1048  
 15442/56  
 15961/1252  
 88/162269  
 16038/289

11058/437

83/027814

16345/1044

16417/957

8402/282  
 5042/420

SOUTHERN AVE

BASELINE RD

DOBBINS RD

LOWER BUCKEYE RD

BROADWAY RD

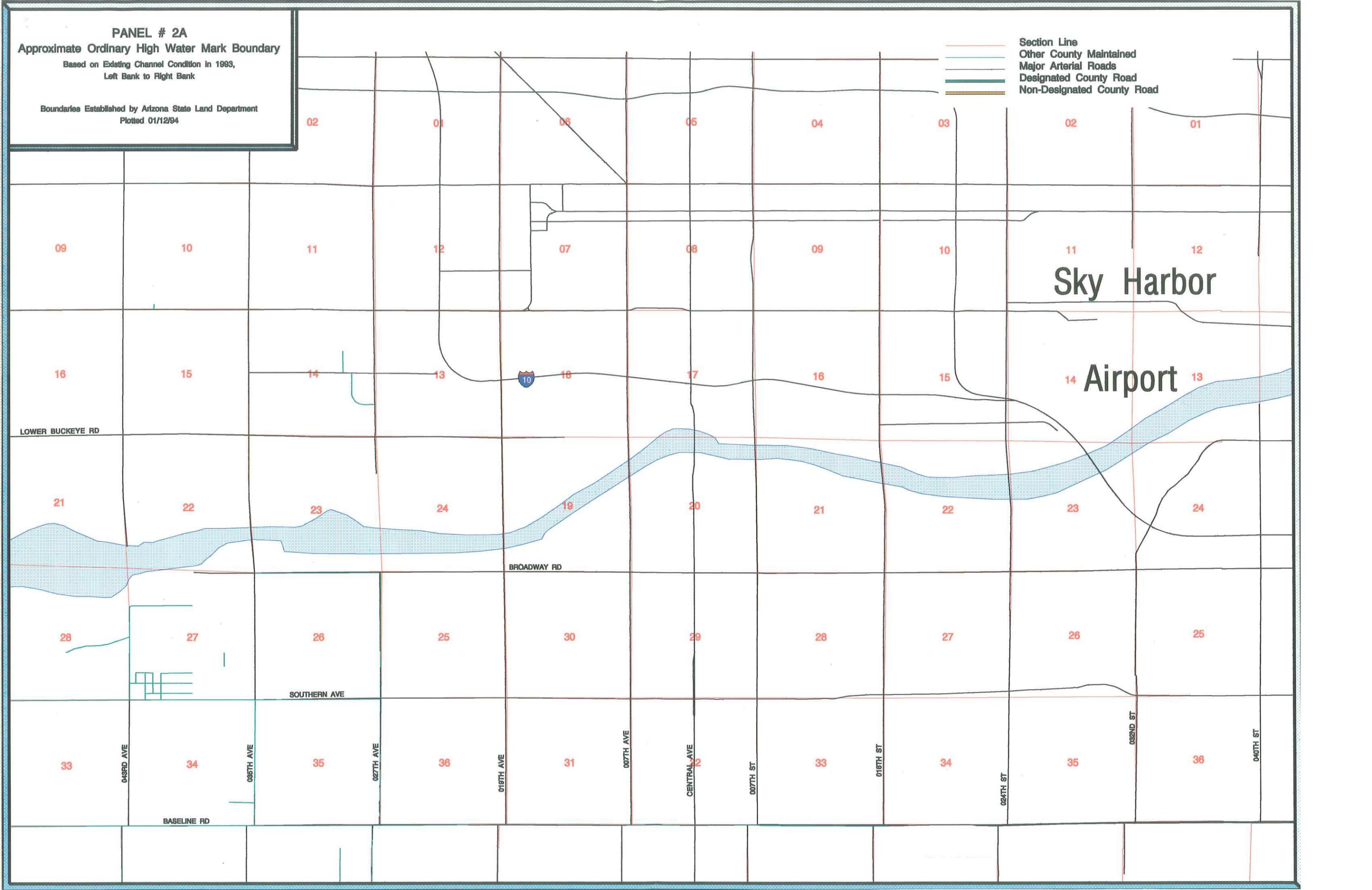
PANEL # 2A

Approximate Ordinary High Water Mark Boundary

Based on Existing Channel Condition in 1993,  
Left Bank to Right Bank

Boundaries Established by Arizona State Land Department  
Plotted 01/12/94

- Section Line
- Other County Maintained
- Major Arterial Roads
- Designated County Road
- Non-Designated County Road

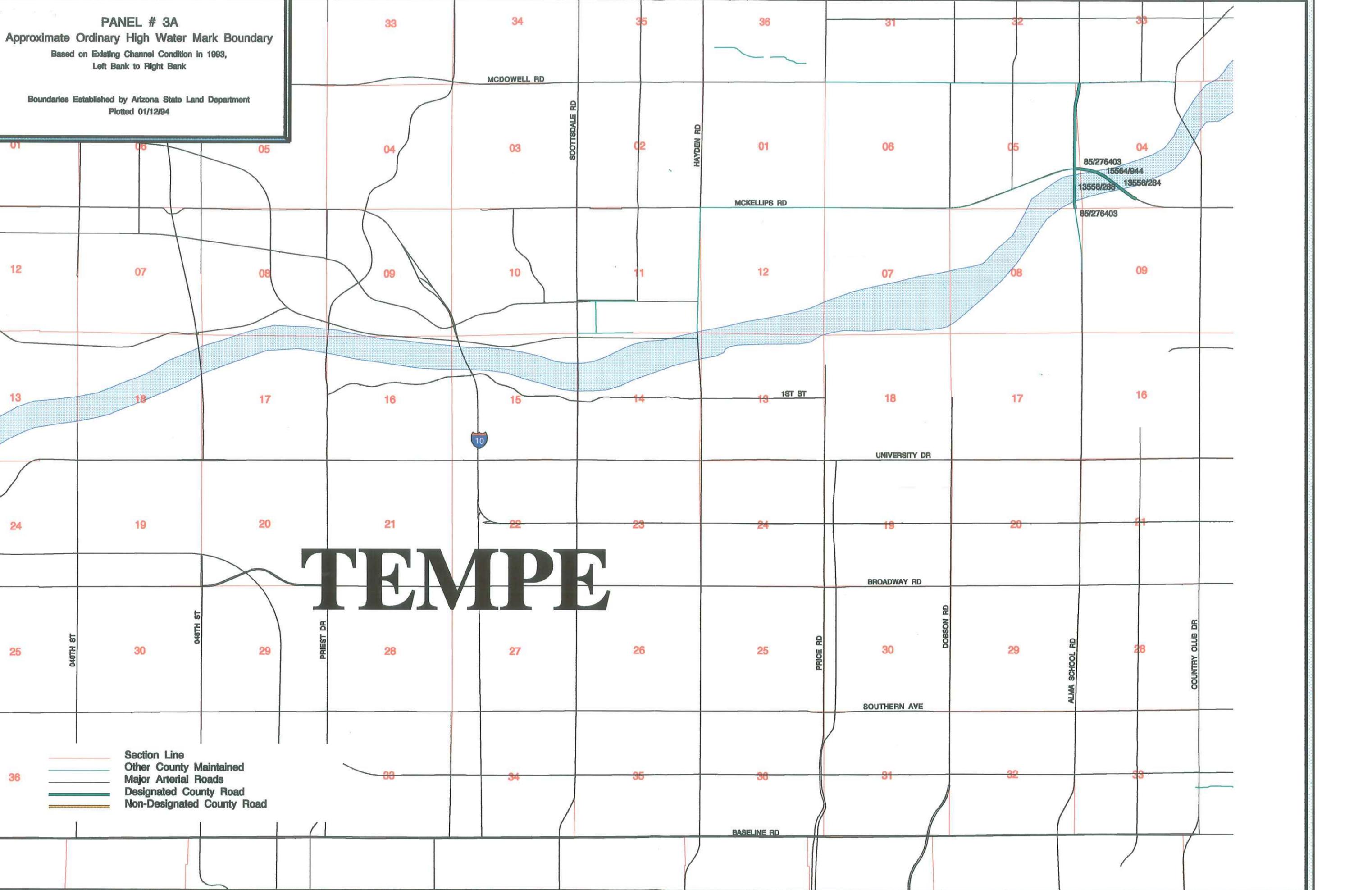


PANEL # 3A

Approximate Ordinary High Water Mark Boundary

Based on Existing Channel Condition in 1993,  
Left Bank to Right Bank

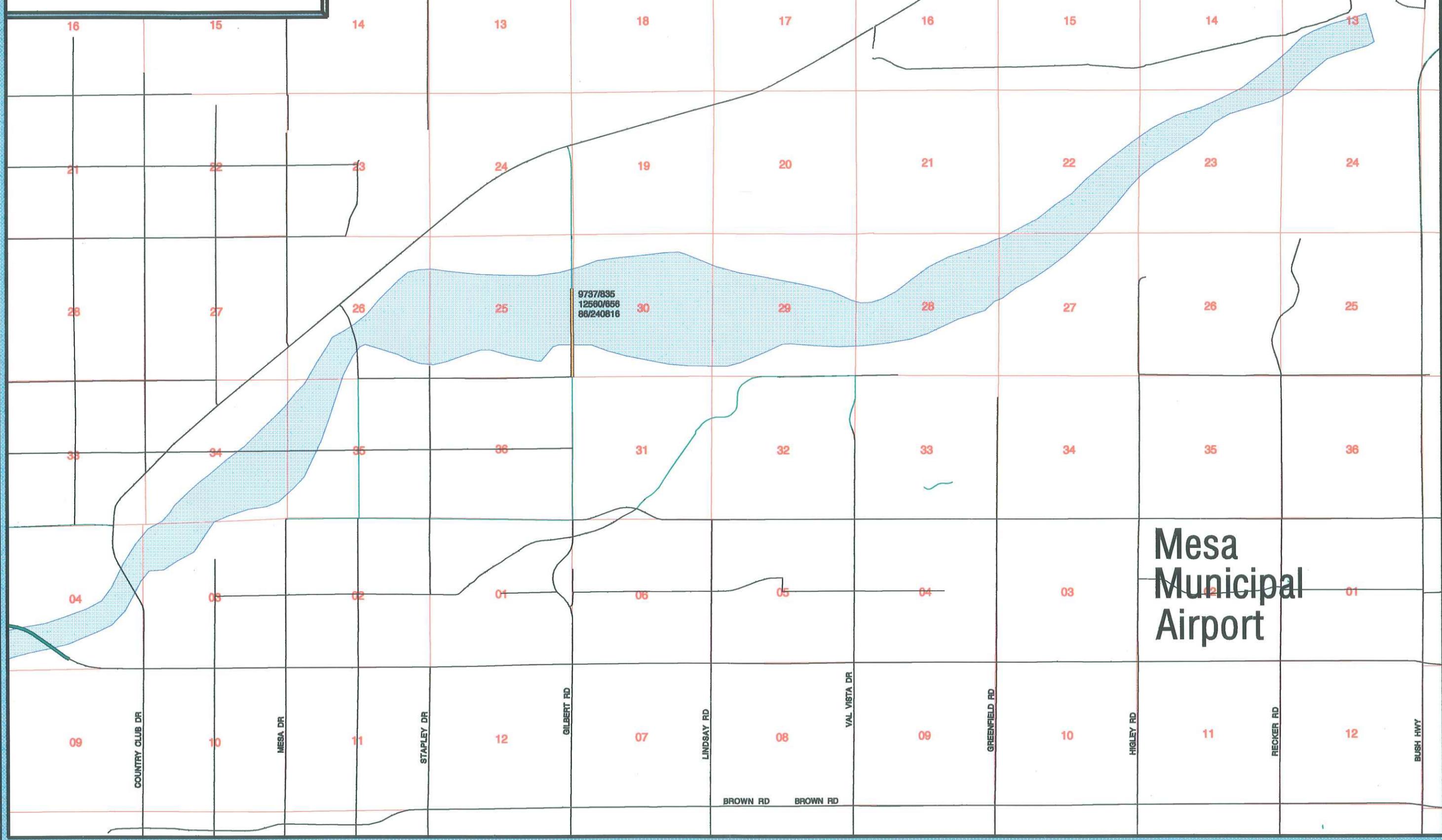
Boundaries Established by Arizona State Land Department  
Plotted 01/12/94



- Section Line
- Other County Maintained
- Major Arterial Roads
- Designated County Road
- Non-Designated County Road

**PANEL # 4A**  
**Approximate Ordinary High Water Mark Boundary**  
 Based on Existing Channel Condition in 1993,  
 Left Bank to Right Bank  
 Boundaries Established by Arizona State Land Department  
 Plotted 01/12/94

-  Section Line
-  Other County Maintained
-  Major Arterial Roads
-  Designated County Road
-  Non-Designated County Road



9737/835  
 12500/856  
 86/240818

**Mesa  
 Municipal  
 Airport**

MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION  
PUBLIC TRUST VALUES  
FOR THE  
SALT RIVER (GRANITE REEF DAM TO GILA RIVER CONFLUENCE)

The following, lists the Maricopa County Department of Transportation roadway facilities within the banks of the Salt River as defined by the Arizona State Land Department "Disclaimer of Ownership Interest in Real Property", dated December 14, 1993. The listed roadways are open to general public use and thereby represent public trust values associated with the Salt River.

<u>Roadway</u>	<u>Location</u>	<u>Map Panel</u>
115th Avenue	Southern Ave.- Baseline Rd.	#1A
107th Avenue	Southern Ave.- GRIC* Boundary	#1A
91st Avenue	Southern Ave.- Baseline Rd.	#1A
67th Avenue	Roeser Ave.- Southern Ave.	#1A
51st Avenue	Broadway Rd.- Southern Ave.	#1A
Alma School Road	McKellips Rd.- Red Mtn. Fwy(proposed)	#3A
McKellips Road	Alma School Rd.- Red Mtn. Fwy(proposed)	#3A
Gilbert Road	Indian School Rd.(alignment) - Thomas Rd.	#4A

\* Gila River Indian Community

# Arizona Navigable Stream Adjudication Commission Exhibit

## Index of Supporting Documents

### Panel 1A

<i>Recording Number</i>	<i>MCDOT X-Ref</i>	<i>Description</i>
Book 2 of Road Maps, Page 14		(T1N, R2E)
Book 1 of Road Maps, Page 60		(T1N, R2E)
Book 3 of Road Maps, Page 50		(T1N, R2E)
Dkt. 15182 Pg. 961- 967	D14928	(Patent Easement)
Dkt. 14747 Pg. 428-429	D14750	(Easement)
Dkt. 15442 Pg. 67-68	D15009	(Easement)
Dkt. 16345 Pg. 1049-1053	D15384	(Easement)
83-027814	D15476	(Lease)
Dkt. 16345 Pg. 1044-1048	D15383	(Easement)
Dkt. 16417 Pg. 957-958	D15426	(Easement)
Dkt. 8402 Pg. 282-283	D9971	(Easement)
Dkt. 2272 Pg. 245	D2510	(Quit-Claim Deed)
88-162269	D17395	(Easement)
Dkt. 15442 Pg. 56-57	D15004	(Easement)
Dkt. 15961 Pg. 1252-1253	D15256	(Easement)
Dkt. 13834 Pg. 1048-1049	D14312	(Easement)
Dkt. 16038 Pg. 282-283	D15274	(Easement)
Dkt. 16007 Pg. 1130-1131	D15268	(Easement)
Dkt. 16038 Pg. 284-285	D15275	(Easement)
Dkt. 16038 Pg. 286-287	D15276	(Easement)
Dkt. 5042 Pg. 420	D6542	(Easement)
Dkt. 15786 Pg. 704-707	D15191	(Patent Easement)
Dkt. 16038 Pg. 289-290	D15277	(Drainage Easement)
Dkt. 14747 Pg. 426-427	D14749	(Quit-Claim Deed)
Dkt. 14634 Pg. 595-602	D14720	(Easement)
Dkt. 3683 Pg. 29,42,43	D5309	(Easement)
Dkt. 8364 Pg. 170-172	D9926	(Easement)
Dkt. 3673 Pg. 26	D5294	(Easement)
Dkt. 9208 Pg. 748-749	D10673	(Easement)
Dkt. 8364 Pg. 173-174	D9933	(Easement)
Dkt. 14753 Pg. 753-754	D14755	(Quit-Claim Deed)
Dkt. 14793 Pg. 102-103	D14756	(Easement)
Dkt. 11058 Pg. 437-438	D12192	(Easement)

**Panel 2A**

*No Maricopa County Interest lies in Panel 2A*

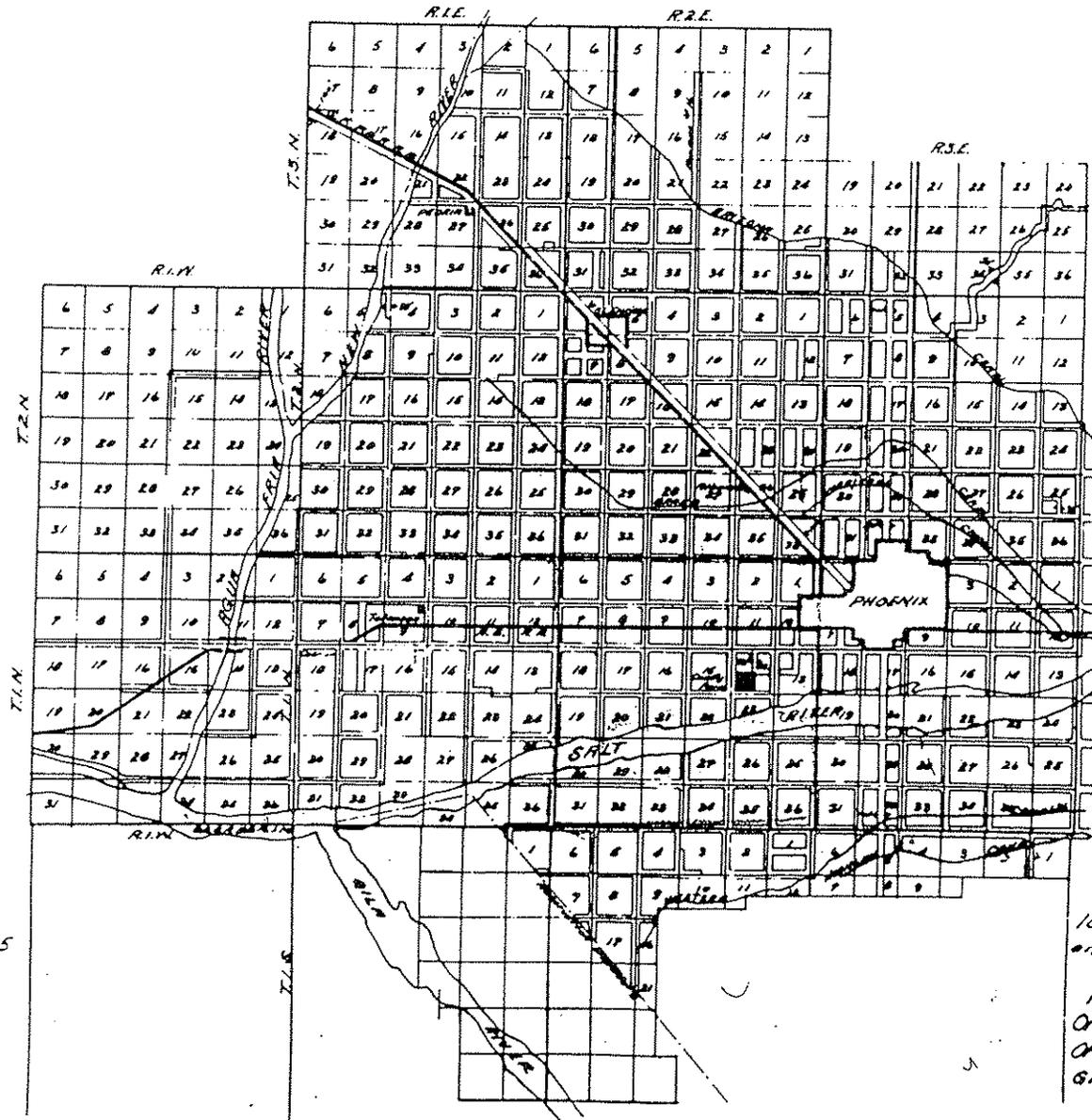
**Panel 3A**

<i>Recording Number</i>	<i>MCDOT X-Ref</i>	<i>Description</i>
Book 18 of Road Maps, Page 30		(T1N,R5E)
Dkt. 15564 Pg. 944-946	D15078	(Easement)
85-276403	D16403	(Easement)
Dkt. 13556 Pg. 288-290	D14195	(Easement)

**Panel 4A**

<i>Recording Number</i>	<i>MCDOT X-Ref</i>	<i>Description</i>
Dkt. 12560 Pg. 656-662	D13520	(Right-of-Way Grant)
Dkt. 9737 Pg. 835-837	D11005	(Grant of Easement)
86-240816	D16704	(Easement)

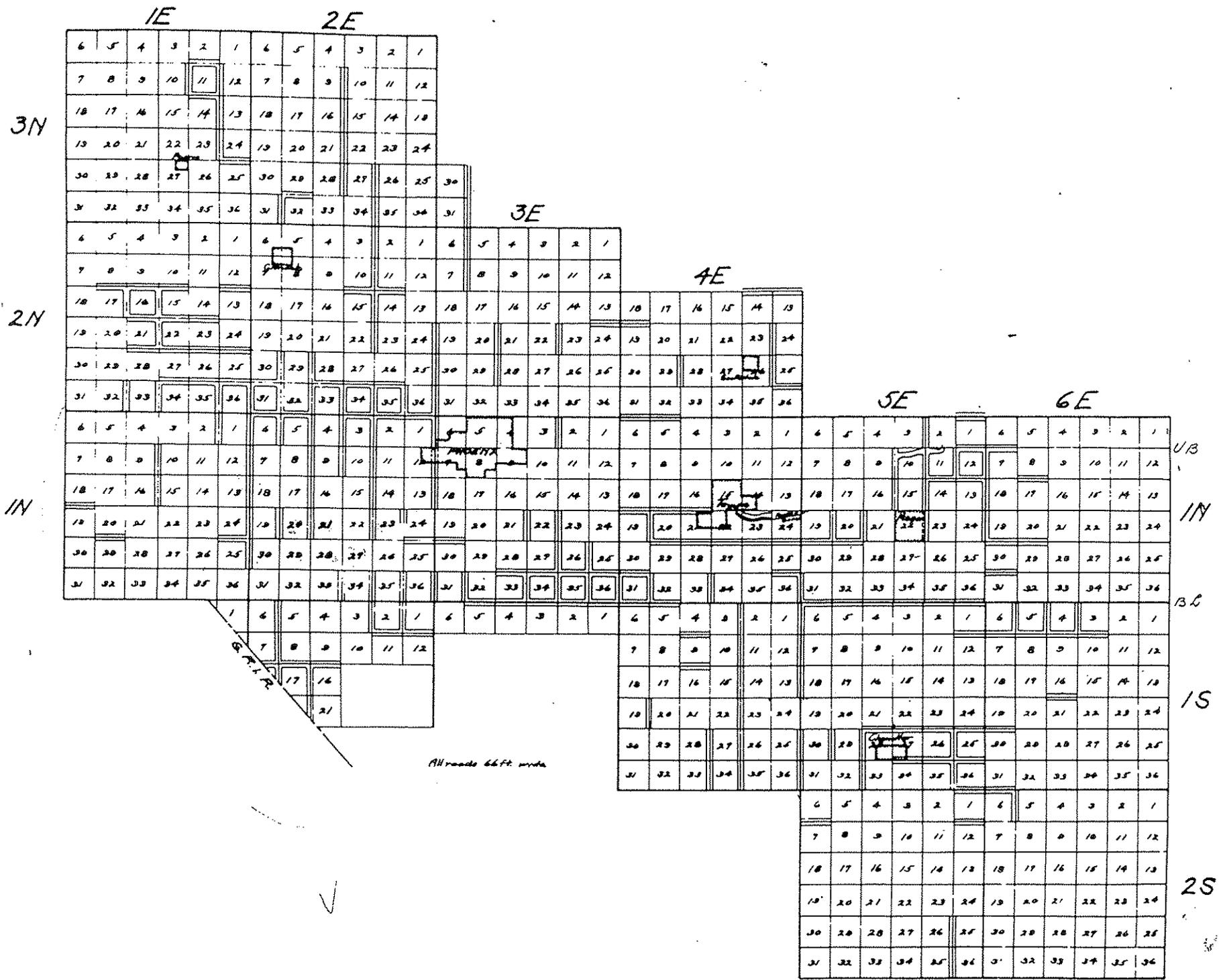
**Supporting  
Documents  
for  
Panel 1 A**



Legend  
 1/4 Section  
 1/2 Section  
 1/4 City County Road  
 All Roads 60 feet except where dimensions are given.  
 County Property

15693 k  
 Recorder's Office  
 Phoenix Maricopa Co. Arizona  
 Filed & Recorded at Request of  
 H. E. Vernon  
 Date July 30<sup>th</sup> 1921  
 At 1:06 P.M.  
 Book 7 Co. Maps 13, 14 & 15  
 Edith M. Jacobs Recorder  
 K. P. Maury Deputy

Map Showing Abstract Of All Roads  
 Ordered Opened By The Board Of  
 Supervisors Of Maricopa County  
 State Of Arizona  
 Minute records from Book #1 April 15<sup>th</sup>  
 1871 to Book #16 July 1<sup>st</sup> 1921; and to him  
 and warranty deeds on file in the office of  
 The Board Of Supervisors to July 1<sup>st</sup> 1921  
 Filed and recorded by order of The Board  
 Of Supervisors Of Maricopa County State  
 Of Arizona  
 Given under my hand this 30<sup>th</sup> day of July 1921  
 H. E. Vernon



All roads 66 ft wide

UB

IN

IS

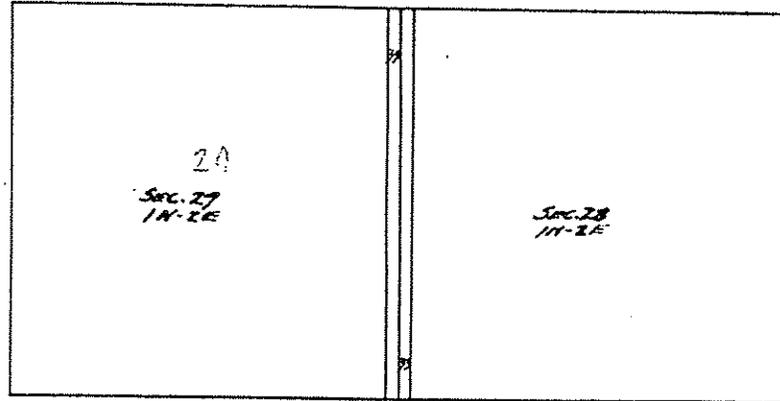
IS

2S



Sec. 28, 29

✓ IN Z.E.S.D. 3-50



THE FOREGOING PLAT SHOWS THE LOCATION OF A COUNTY ROAD, 66 FEET WIDE, 33 FEET EACH SIDE OF THE SECTION LINE BETWEEN SECTIONS 28 and 29-TOWNSHIP 1 NORTH, RANGE 2 EAST, AS ESTABLISHED IN ORDER OF THE BOARD OF SUPERVISORS ON JUNE 24 1931 BY RESOLUTION RECORDED IN MINUTE BOOK 22 PAGE 136.

GIVEN UNDER MY HAND THIS 28th DAY OF AUGUST, 1931.

*[Signature]*  
COUNTY HIGHWAY ENGINEER.

✓

25787

RECORDED COPY  
 Filed and correct as copies of  
*Board of Supervisors*  
 Alle P.  
 50  
 W. H. Linville  
*[Signature]*

# ANSAC Item or Tab Separator Page

This page represents either the beginning of a separate document or a tabbed page where the tab has been removed because the tab will not copy.

131273

Recorded at Request of  
Board of Supervisors.

IN REPLY REFER TO

D 14928



# United States Department of the Interior

## BUREAU OF LAND MANAGEMENT

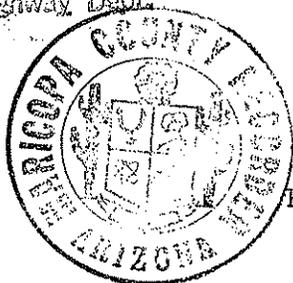
ARIZONA STATE OFFICE  
2400 VALLEY BANK CENTER  
PHOENIX, ARIZONA 85073  
(602) 261-4774

EASEMENT (ES)

AR-030568 (MH)  
R/W (943)

11501 - 51st Avenue  
Item U-378

WILL BE RECORDED RETURN TO:  
Highway Dept.



April 9, 1981

### DECISION

RIGHT-OF-WAY GRANTED 1/

### Details of Grant

INZE  
29 NENE  
10A-10-000A  
LH  
002-2C

MARICOPA COUNTY  
HIGHWAY DEPT.  
DATE RECEIVED  
1981 FEB 19 PM 12:14

Serial Number of Grant: AR-030568 (Amendment)

Name of Grantee: Maricopa County Highway Department

Map Showing the Location and Dimensions of Grant:

Map Designations: W.O. #11501 - 51st Avenue Bridge at Salt River

Date Filed: August 8, 1980

DKT 15182 961

Permitted Use by Grantee: Easement to widen north side of existing road and bridge, 35.21' wide at south end, tapering off to 0' wide at north end of amendment; 154.8' in length.

Authority for Grant: Act of October 21, 1976, 90 Stat. 2776,  
43 U.S.C. 1761 (Public Law 94-579)

STATE OF ARIZONA } ss  
County of Maricopa }

Regulations Applicable to Grant:

Code Reference: 43 CFR 2800

APR 22 1981 -1 30

Circular Numbers: 2468

Date of Grant: April 9, 1981

Expiration Date of Grant: April 8, 2011

Rental:

Amount: None. (Governmental Entity)

When Payable by Grantee: \_\_\_\_\_

I hereby certify that the within instrument was filed and recorded at request of

*County Highway*

in Docket 15182  
on page 961-967

Witness my hand and official seal the day and year aforesaid.

*Bill Henry*

County Recorder

By *Jerry Ong*  
Deputy Recorder

ACCEPTANCE BY APPLICANT: Applicant hereby accepts all terms and conditions of the grant, as set forth in the attachments hereto.

x *Jim [Signature]*  
Applicant's Signature

MAR 30 1981

Date

1/ Grant effective when executed and dated by the Bureau of Land Management Authorized Officer.

N-C

Terms and Conditions of Grant

Pursuant to the authority vested in the undersigned officer by Bureau Order No. 701 of July 23, 1964 (20 F.R. 10526), a right-of-way, the details of which are shown above, is hereby granted, subject to the following terms and conditions:

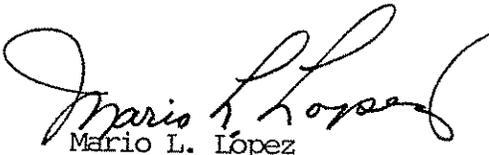
1. All valid rights existing on the date of the grant;
2. All applicable regulations in 43 CFR 2800 and regulations to be promulgated by the Secretary of the Interior pursuant to the Federal Land Policy and Management Act of October 21, 1976 (P.L. 94-579);
3. The right-of-way herein granted shall be subject to the express covenant that it will be modified, adapted, or discontinued if found by the Secretary to be necessary, without liability or expense to the United States, so as not to conflict with the use and occupancy of the land for any authorized works which may be hereafter constructed thereon under the authority of the United States;
4. At least 10 days in advance of beginning construction activities on the public lands, the grantee shall submit a timetable of construction to the appropriate BLM District Manager. (If construction is to begin upon receipt of the permit, the grantee shall immediately contact the District Manager to advise of the immediate construction, and to discuss the timetable of construction.)
5. The permittee shall survey and clearly mark the exterior limits of the right-of-way during construction. All activities directly or indirectly associated with construction or maintenance must be conducted within the limits of the right-of-way; removal of vegetation shall be restricted to that absolutely essential to construction or maintenance;
6. The permittee shall immediately report to the Bureau of Land Management authorized officer any archaeological (prehistoric and historic) or paleontological remains that are encountered during construction or maintenance, and will suspend all work in connection with the right-of-way until final archaeological or paleontological clearance is granted;

7. The permittee shall comply with the applicable Federal and State laws and regulations concerning the use of pesticides (i.e., insecticides, herbicides, fungicides, rodenticides, and other similar substances) in all activities/operations under this permit. The permittee shall obtain from the BLM Authorized Officer approval of a written plan prior to the use of such substances. The plan must provide the type and quantity of material to be used; the pest, insect, fungus, etc. to be controlled; the method of application; the location for storage and disposal of containers; and other information that the BLM Authorized Officer may require. The plan should be submitted no later than December 1 of any calendar year that covers the proposed activities for the next fiscal year (i.e., December 1 deadline for the Federal fiscal year beginning the following October 1). Emergency use of pesticides may at times be necessary; in these instances, notification shall be furnished the BLM Authorized Officer either by telephone or personal visit prior to application of the pesticide. The use of substances on or near the right-of-way shall be in accordance with the approved plan. A pesticide shall not be used if the Secretary of the Interior has prohibited its use. A pesticide shall be used only in accordance with its registered uses and within other limitations if the Secretary has imposed limitations. Pesticides shall not be permanently stored on public lands authorized for use under this permit.
8. The permittee shall, subsequent to construction and prior to commencing operations, submit to the BLM Authorized Officer a Certificate of Construction, verifying that the facility has been constructed and tested in accordance with the terms of the right-of-way grant, and in compliance with any required plans and specifications, and applicable Federal and State laws and regulations.
9. Upon completion of construction, the lands within the right-of-way, but lying outside the area of construction, shall be restored to as near their natural condition as possible, subject to approval by the District Manager;
10. This right-of-way reserves to the Secretary of the Interior, or lawful delegate, the right to grant additional rights-of-way or permits for compatible uses over, under or adjacent to the land involved in this grant;
11. This right-of-way may be renewed. If renewed, the right-of-way will be subject to regulations existing at the time of renewal, and such other terms and conditions deemed necessary to protect the public interest;

12. This permit is issued subject to all the terms and conditions in the original right-of-way grant, AR-030568, approved by Public Land Order 2453 dated August 8, 1961.
13. This permit is issued subject to the enclosed Civil Rights Stipulations Forms 1814-2 and 1814-3.

Public land affected by this right-of-way is described as:

T. 1 N., R. 2 E., GSR Mer., Arizona  
sec. 29, NE $\frac{1}{4}$ NE $\frac{1}{4}$ .

  
Mario L. Lopez  
Chief, Branch of Lands and  
Minerals Operations

Enclosures:

- Encl. 1 - Fence Instructions
- Encl. 2 - Certificate of Construction
- Encl. 3 - Form 1814-2
- Encl. 4 - Form 1814-3

cc: Phoenix District Office, BLM

Form ASO 1814-2  
Rev. May 1965

TITLE VI--CIVIL RIGHTS ACT OF 1964  
Form of Assurance for Transfer Documents  
other than Patents

(1) The grantee (lessee) covenants and agrees that he will comply with provisions of Title VI of the Civil Rights Act of 1964, and that he will not, for the period during which the property conveyed by this instrument is used for widen a portion of existing road and bridge, or for another purpose involving the provision of similar services or benefits, engage in any discriminatory action prohibited by 43 CFR 17.3, to the end that no person in the United States shall, on grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the program for which the grantee received Federal financial assistance by this grant. This assurance shall obligate the grantee, or in the case of transfer of the property granted herein, any transferee, for the period of his grant (lease, etc.).

(2) The grantee (lessee) further agrees that he will not transfer the property conveyed by this instrument for the purposes designated in paragraph one hereof or for another purpose involving the provision of similar services or benefits, unless and until the transferee gives similar written assurance to the authorized officer, Bureau of Land Management, that he will comply with provisions of paragraph one hereof.

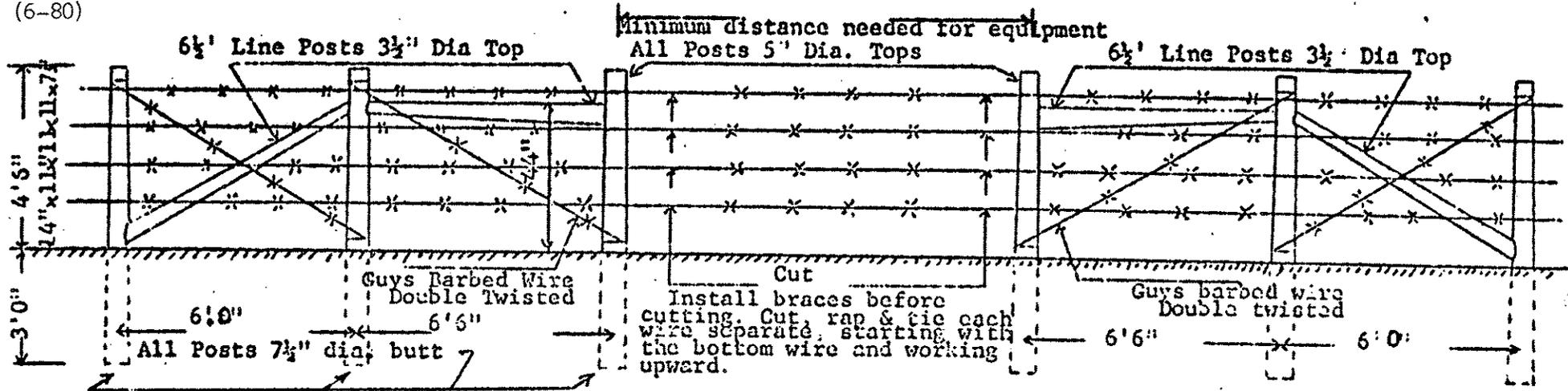
(3) The grantee (lessee) agrees that the right is reserved to the Department of the Interior to declare the terms of this grant terminated in whole or in part and to revert in the United States title to the property conveyed herein, in the event of a breach of the nondiscrimination provisions contained in paragraph one hereof at any time (or during the term of this lease, right-of-way, etc.).

(4) The grantee (lessee) agrees that as long as property conveyed hereby is used for the purpose designated in paragraph one hereof, or for another purpose involving the same or similar services or benefits, the obligation to comply with the provisions of Title VI of the Civil Rights Act of 1964 shall constitute a covenant running with the land for the term of this grant, lease, etc.

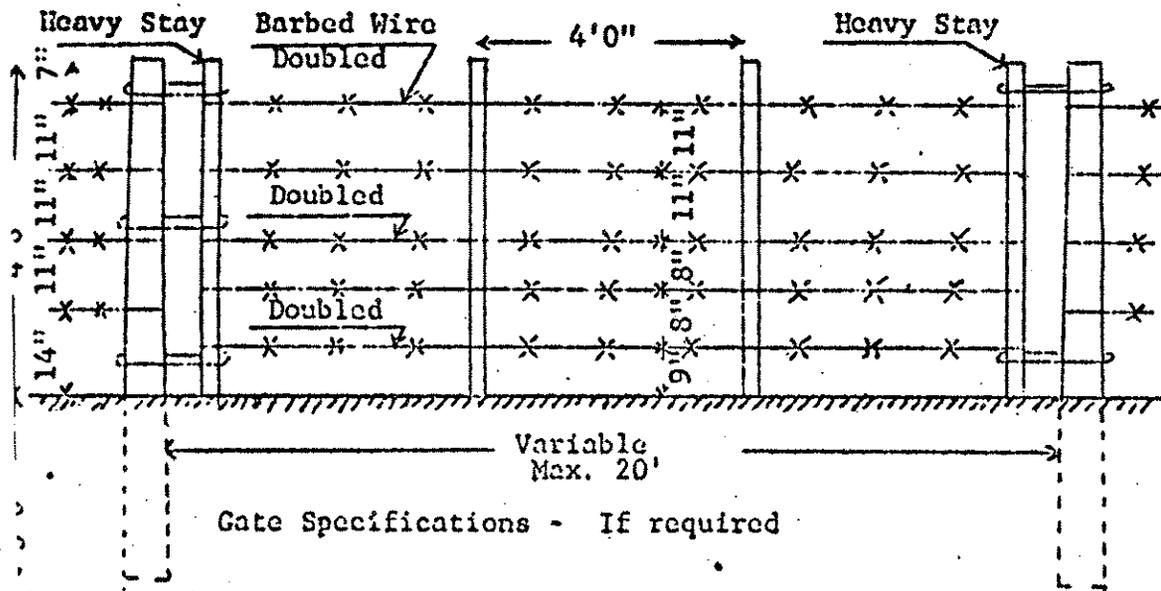
(5) The grantee (lessee) agrees that in the event of violation or failure to comply with the requirements imposed by paragraph one the United States may seek judicial enforcement of such requirements.

(6) The grantee (lessee) agrees that he will, upon request of the Secretary of the Interior or his delegate, post and maintain on the property conveyed by this document signs and posters bearing a legend concerning the applicability of Title VI of the Civil Rights Act of 1964 to the area or facility granted.

2800-7(a)  
(6-80)



Note: Gap should be filled with a fence of equal standard to existing fence.



BUREAU OF LAND MANAGEMENT specifications for bracing and modification in the event the right of way crosses a drift or allotment fence on Federal range and it is necessary that said fence be cut. The grant of right of way is subject to these conditions.

ASO Form 1814-3  
10/80  
(I.M. 80-553;  
2800(331))

AR-030568

EQUAL EMPLOYMENT OPPORTUNITY  
& AFFIRMATIVE ACTION PLAN  
STIPULATIONS<sup>1/</sup>

By acceptance of this grant (lease), Grantee (Lessee) agrees to the following terms and conditions:

1. Grantee (Lessee) shall not exclude any person from participating in employment or procurement activity connected with this grant (lease) on the grounds of race, creed, color, national origin, and sex, and to ensure against such exclusions, upon request by this office, Grantee (Lessee) will develop and submit to the proper reviewing official specific goals and timetables with respect to minority and female participation in employment and procurement activity in connection with this grant (lease).
2. Grantee (Lessee) shall post in conspicuous places on its premises which are available to contractors, subcontractors, employees, and other interested individuals, notices which set forth equal opportunity terms; and shall notify interested individuals, such as bidders, contractors, purchasers and labor unions or representatives or workers with whom it has collective bargaining agreements, of the Grantee's (Lessee's) equal opportunity obligations.
3. Affirmative action will be taken by the Grantee (Lessee) to:<sup>2/</sup>
  - (a) Utilize business enterprises owned and controlled by minorities or women in its procurement practices connected with this grant (lease);
  - (b) Assure all minorities or women applicants full consideration of all employment opportunities connected with this grant (lease).

<sup>1/</sup> Stipulations inapplicable to companies or entities employing less than 15 people.

<sup>2/</sup> Not applicable to new company or enterprise formed which cannot reasonably be held accountable for past discrimination practices. A new company or enterprise is defined as one formed within one year prior to the date of issuance of subject grant (lease).

# ANSAC Item or Tab Separator Page

This page represents either the beginning of a separate document or a tabbed page where the tab has been removed because the tab will not copy.

# Right Of Way Contra

104-64-7-14750

Maricopa County, State of Arizona 11501 - 51st Ave. Bridge at Salt River, U-372

## EASEMENT (ES)

Project No. \_\_\_\_\_ Date September 5, 1980  
Item No. \_\_\_\_\_

WHEREAS a document, dated September 9, 1980, in the form of Quit-Claim Deed covering the following described property:

DKI 14747PG 428

See Exhibit "A"

has been executed and delivered by Grantor to Maricopa County,  
NOW THEREFORE, in consideration of the same and further consideration hereinafter set forth, it is agreed, that this instrument contains the entire agreement between the parties hereto there being no further consideration paid than herein specified.

### THE COUNTY OF MARICOPA AGREES:

- A. To use the above described land for the general welfare and benefit of the public.
- B. To pay the sum of One Thousand Seven Hundred Forty dollars (\$1,740.00) for the right of way as described herein.
- C. To relocate any materials (sand and gravel) that may be stockpiled within said right of way to private property at no expense to grantor.
- D. To relocate existing barbed wire fence located in said right of way, in kind, to private property at no expense to grantor.

### THE GRANTOR AGREE:

- 1. To grant an easement for the above described land to the County of Maricopa for the general welfare and benefit of the public.
- 2. To accept the sum of One Thousand Seven Hundred Forty dollars (\$1,740.00) as payment in full for the right of way as described herein.
- 3. That the County or its agents are hereby granted the right to enter upon the remaining property of the grantor for the purpose of accomplishing #C and #D above.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.



[Signature]  
Grantor  
[Signature]  
Grantor  
[Signature]  
Grantor

STATE OF ARIZONA  
COUNTY OF MARICOPA

Subscribed and sworn to before me this 9th day of September 1980

My commission expires 1-12-82 [Signature] Notary Public SEAL:

Recommended for approval: [Signature] Right of Way Agent [Signature] County Engineer

ACCEPTED:  
MARICOPA COUNTY BOARD OF SUPERVISORS

ATTEST:  
[Signature]  
Clerk of Board of Supervisors

by [Signature]  
Chairman of the Board

Date SEP 29 1980

Exhibit "A"

That portion of the North one-half of the Southeast one-quarter of the Northeast one-quarter (NE $\frac{1}{4}$ , SE $\frac{1}{4}$ , NE $\frac{1}{4}$ ) of Section Twenty-nine (29), Township One (1) North, Range Two (2) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona found to be lying within a strip of land 200 feet wide, lying 100 feet on each side of the following described centerline:

M.C.M.D.  
Proofed  
TAK  
77B  
Checked  
TRF  
9/9/80  
Approved  
Kau  
9/9/80

Beginning at the East one-quarter (E $\frac{1}{4}$ ) corner of Section Twenty-nine (29), Township One (1) North, Range Two (2) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona; thence North 12°33'57" West (assumed bearing), 1200 feet along the East line of said Section Twenty-nine (29) to the true point of beginning for the herein described 200-foot wide strip of land also being shown as Engineers Highway Station 12+00 on the plans for Maricopa County Highway Department project work order 11501, bridge on 51st Avenue at Salt River; THENCE North 12°33'57" West, 622.28 feet along said Section line to Engineers Highway Station 18+22.28 and the beginning of a curve concave Northeasterly, having a radius of 1400.00 feet and a central angle of 1°57'30"; thence Northwesterly and Northerly, 47.85 feet along said curve to Engineers Highway Station 18+70.13 and the beginning of a tangent; thence North 10°36'27" West, 1704.21 feet to the beginning of a curve concave Northeasterly, having a radius of 2000 feet and a central angle of 4°24'33"; thence Northwesterly and Northerly, 153.91 feet along the arc of said curve to Engineers Highway Station 35+74.33 to a point on the East line of Section Twenty (20) and the beginning of a tangent; thence North 6°11'54" West, 371.76 feet to Engineers Highway Station 41+00 and the true point of ending for the herein described 200-foot wide strip of land; thence continuing for a tie North 6°11'54" West, 1634.61 feet to the East one-quarter (E $\frac{1}{4}$ ) corner of Section Twenty (20), Township One (1) North, Range Two (2) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

ALSO a strip of land Twenty-five (25) feet wide having as its Easterly line the Westerly line of the herein described 200-foot wide strip of land and beginning at Engineers Highway Station 34+00 and ending at Engineers Highway Station 35+74.33.

EXCEPT any portion of the existing rights-of-way as shown in Book 3 of Road Maps, Page 50 and highway rights-of-way issued by the United States Bureau of Land Management (A.R.-030568) found to be lying within said 200-foot wide strip of land.

OCT 8 - 1980 - 3 15

STATE OF ARIZONA }  
County of Maricopa } ss

I hereby certify that the within instrument was filed and recorded at request of

MARICOPA CO. BD. OF SUPERVISORS

in Docket 14747  
on Page 429-429

Witness my hand and official seal the day and year aforesaid.

Bill Henry

By [Signature] County Recorder

N-C

I do hereby certify that the within named instrument was recorded at request of

15442

Per

67-69

MARICOPA CO. BD. OF SUPERVISORS

Fee No.:

D15009  
269851

Fee:

N-C

Records of Maricopa County, Arizona.  
WITNESS my hand and official seal the day and year aforesaid.

BILL HENRY,

County Recorder

By *R.B. ...*

Deputy Recorder

When recorded return to: MARICOPA COUNTY BOARD OF SUPERVISORS

DKT 15442PG 67

EASEMENT AND AGREEMENT FOR HIGHWAY PURPOSES 104-71-7U & 7T ✓

Project No. DD 7206

Item No. Z 81-44

Oran A. Bales & Doris Bales

GRANTORS,

for and in consideration of the sum of One Dollar and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant to MARICOPA COUNTY, a political subdivision of the State of Arizona, its successors, and assigns, a permanent easement and right-of-way, for the following purposes, namely: The right to enter upon the hereinafter described land and grade, level, fill, drain, pave, build, maintain, repair and rebuild a road or highway, including incidental purposes consistent therewith, together with such bridges, culverts, ramps and cuts as may be necessary, on, over, under, and across the ground embraced within the right-of-way situated in the County of Maricopa, State of Arizona, and described as follows:

The East Fifty-five (55) feet (measured at right angles to the East line of Section 25) of the parcel of land described as that part of the Southeast one-quarter of the Southeast one-quarter (SE 1/4 of SE 1/4) of Section Twenty-five (25), Township One (1) North, Range One (1) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

M.C.H.D.  
Printed  
7-6-81  
7-7-81  
7-9-81

Beginning at the Northeast corner of the Southeast one-quarter of the Southeast one-quarter (SE 1/4 of SE 1/4) of said Section 25; thence South 6°39' East along the East line of said Section 25 a distance of 225.76 feet to the true point of beginning; thence North 89°49' West parallel to the North line of the Southeast one-quarter of the Southeast one-quarter (SE 1/4 of SE 1/4) of said Section 25 a distance of 771.36 feet to the East line of the parcel of land described in Judgment entered in Cause No. 81874, a certified copy of which is recorded in Docket 1564, Page 491; thence South 6°59' East along said East line a distance of 225.76 feet; thence South 89°49' East parallel to the North line of the Southeast one-quarter of the Southeast one-quarter (SE 1/4 of SE 1/4) of said Section 25 a distance of 771.36 feet to the East line of said Section 25; thence North 6° 39' West along the said East line a distance of 225.76 feet to the true point of beginning.



To have and to hold the said easement and right-of-way unto Maricopa County, a political subdivision of the State of Arizona and unto its successors and assigns forever, together with the right of ingress and egress to permit the economical operation and maintenance of said public highway and all incidents thereto, and together with the right to authorize, permit, and license the use thereof for utilities or other public purposes not inconsistent with its primary use as a highway.

And the Grantors hereby covenant that they are lawfully seized and possessed on this aforementioned tract or parcel of land; that they have a good and lawful right to sell and convey it; and that they will warrant the title and quiet possession thereto against the lawful claim of all persons, subject to easements of record.

The said easement to include the right to cut back and trim such portion of the branches and tops of the trees now growing or that may hereafter grow upon the above described premises, as may extend over said right-of-way, so as to prevent the same from interfering with the efficient maintenance and operation of said public highway.

In the event the right, privilege and easement herein granted shall be abandoned and permanently cease to be used for the purposes herein granted all rights herein granted shall cease and revert to the grantors, their heirs or assigns.

Wherever in the foregoing instrument the plural is used, it will be read as singular when necessary, and wherever words indicating gender are employed they will apply to either masculine, feminine or neuter as the context requires.

NOW THEREFORE, in consideration of the same and further consideration hereinafter set forth, it is agreed, that this instrument contains the entire agreement between the parties hereto there being no further consideration paid than herein specified.

THE COUNTY OF MARICOPA AGREES:

- A. To use the above described land for the general welfare and benefit of the public.

THE GRANTOR AGREE:

- 1. To grant an easement for the above described land to the County of Maricopa for the general welfare and benefit of the public.
- 2. That acceptance of this dedication in no way obligates Maricopa County to construct or maintain a roadway within the right-of-way granted by this document.
- 3. It is further agreed that any existing encroachments within the right-of-way granted by this easement will be removed or relocated to Grantor's remaining property at no expense to County.

Dated this 8th day of July, 1981

Grantor Dean A. Balda Grantor \_\_\_\_\_  
 Grantor Doris Balda Grantor \_\_\_\_\_

STATE OF ARIZONA }  
COUNTY OF MARICOPA } ss.

Subscribed and sworn to before me this 8th day of July, 1981

My commission expires Jan. 23, 1985 My Commission Expires Jan. 23, 1985  
Notary Public Stanley Engel SEAL:

Recommended for approval: Walter Schell Right of Way Agent  
Deputy County Engineer [Signature]

ACCEPTED: MARICOPA COUNTY BOARD OF SUPERVISORS

by [Signature] Chairman of the Board

Date JUL 27 1981

ATTEST: [Signature] Clerk of Board of Supervisors

321384

TRIBAL OWNED XXX  
INDIVIDUALLY OWNED \_\_\_\_\_  
GOVERNMENT OWNED \_\_\_\_\_  
ROUTE NO. D 15384

EASEMENT (ESI)

Project #30118 - 115th Ave  
@ Salt River  
Item U-1130-2

101-44-005N

GRANT OF EASEMENT FOR RIGHT-OF-WAY

KNOW ALL MEN BY THESE PRESENT:

That the United States of America, acting by and through the Superintendent,  
Pima Agency, Bureau of Indian Affairs, Department of Interior,  
Sacaton, Arizona, hereinafter referred to as "Grantor" under the authority  
contained in 230 DMI, 10 BIAM 3 and 10 BIAM 11, and pursuant to the provisions of the  
Act of February 5, 1948 (62 Stat. 17, 25 U.S.C. 323-328), and Part 161, Title 25 Code of  
Federal Regulations, in consideration of \$690.00 and other good and valuable  
consideration, the receipt of which is acknowledged, does hereby grant to Maricopa County,  
hereinafter referred to as the "Grantee," an easement for a right-of-way for the following  
purposes, namely: The right to enter upon the hereinafter described land and grade, level,  
fill, drain, pave, maintain, repair and rebuild a public road, or highway including incidental  
purposes therewith, together with such bridges, culverts, ramps and outs as may be necessary,  
on, over, under and across the ground embraced within the right-of-way situated on the  
following described lands located within the Gila River Indian Reservation, County of Maricopa,  
State of Arizona:

That portion of the Gila River Indian Reservation lying in Section  
Thirty-one (31), Township One (1) North, Range One (1) East of the  
Gila and Salt River Base and Meridian, Maricopa County, Arizona  
found to be within a strip of land that is 95 feet wide and has for  
its Westerly and Northwesterly line the Easterly and Southeasterly  
right-of-way line of the highway right-of-way line shown in Docket  
4732 on Page 75, M.C.R. described as that part of said North one-  
half of the Southeast one-quarter (N½ of SE¼) lying within a strip  
of land 110.0 feet in width being 55 feet on each side of the following  
described center line:

BEGINNING at the Southwest corner of Section Thirty-six (36),  
Township One (1) North, Range One (1) West of the Gila and Salt  
River Base and Meridian, Maricopa County, Arizona; thence East  
along the South line of Section 36 for a distance of 3468.57 feet  
to the point of curve of a 3°15' curve concave northwesterly, having  
a central angle of 90°39'43"; thence Northeasterly along the arc  
of said curve 2789.6 feet to the intersection of the East line of Section  
36 at a point North 0°39'43" West 1783.43 feet from the Southeast  
corner of said Section 36. (Contains 0.23 acres more or less)

TO HAVE AND TO HOLD the said easement and right-of-way unto the Grantee, with the  
right to construct, maintain, and repair improvements thereon and thereover, for such  
purposes.

I do hereby certify that the within named instrument was recorded at request of MARICOPA CO. RD. OF SUPERVISORS  
OCT 12 1982-2 30 Doc# 16345 Page 1049-1053 of Maricopa Co., Arizona  
WITNESS my hand and official seal the day and year aforesaid  
BILL HENRY, Maricopa County Recorder, By D. LIEBLER Deputy

N-C

The said easement to include the right to cut back and trim such portion of the branches and tops of the trees now growing or that may hereafter grow upon the above-described premises, as may extend over said right-of-way, so as to prevent the same from interfering with the efficient maintenance and operation of said public road.

This easement is subject to any prior valid existing right or adverse claim and is without limitation as to tenure, so long as said easement shall be actually used for the purpose above specified; PROVIDED, that this right-of-way shall be terminable in whole or in part by the Grantor for any of the following causes upon 30 days written notice and failure of the Grantee within said notice period to correct the basis for termination (25 CFR 161.20).

- A. Failure to comply with any term or condition of the grant or the applicable regulations.
- B. A nonuse of the right-of-way for a consecutive two-year period for the purpose for which it was granted.
- C. An abandonment of the right-of-way.
- D. Failure of the Grantee, upon the completion of construction, to file with the Grantor an affidavit of completion pursuant to 25 CFR 161.16.

The condition of this easement shall extend to and be binding upon and shall insure to the benefit of the Grantee.

This easement is expressly subject to the stipulations required by 25 CFR 161.5 except those required by subsection(c) thereof which are hereby waived.

IN WITNESS WHEREOF, Grantor has executed this grant of easement this 4<sup>th</sup> day of AUGUST, 19 82.

UNITED STATES OF AMERICA

By Edmund L. Thompson  
EDMUND L. THOMPSON, SR., SUPERINTENDENT  
U.S. DEPARTMENT OF THE INTERIOR  
BUREAU OF INDIAN AFFAIRS  
PIMA AGENCY, SACATON, ARIZONA

A C K N O W L E D G M E N T

STATE OF ARIZONA )  
 )  
COUNTY OF PINAL )

BEFORE ME, a Notary Public, in and for said County and State, this 4th day  
of August, 1982, personally appeared EDMUND L. THOMPSON, SR., whose  
name is subscribed to the foregoing Grant of Easement for Right-of-Way as  
SUPERINTENDENT, PIMA AGENCY, Bureau of Indian Affairs, and who acknowledged  
that he is and was at the time of signing the same, EDMUND L. THOMPSON, SR.,  
SUPERINTENDENT, PIMA AGENCY, Bureau of Indian Affairs, and he personally  
acknowledged to me that he executed the said Grant of Easement for Right-of-Way  
as his free and voluntary act and deed for the uses and purposes set forth  
therein.

Eliza J. Robertson  
Notary Public

My Commission Expires:

My Commission Expires Dec. 4, 1984

Recommended for approval: Thomas R. Fots  
Right-of-way Agent

W. H. H. H. H.  
Deputy County Engineer  
ATTEST:

ACCEPTED:  
MARICOPA COUNTY BOARD OF SUPERVISORS  
Donna O. Kelly  
Chairman of the Board

Cherie Pennington  
Clerk of the Board

Date OCT 4 1982

APPLICATION  
FOR  
RIGHT-OF-WAY

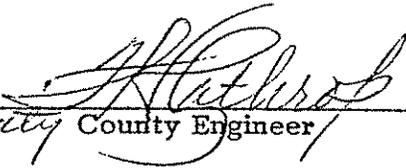
MARICOPA COUNTY, a political subdivision of the State of Arizona, Phoenix, Arizona, hereby makes application pursuant to Section 5 of the Act of February 5, 1948 and in accordance with Departmental Regulations 25 CFR 161 for a road right-of-way, variable in width and variable in length across the Gila River Indian Reservation to be granted to MARICOPA COUNTY, the right to construct, maintain and repair improvements thereon and thereover for such purposes. The location of said road and its extent are more particularly shown and delineated on the accompanying map, Drawing #30118 which has been prepared in compliance with 25 CFR 161.6, and which by this reference is made a part hereof.

In the event the right-of-way herein applied for is granted, MARICOPA COUNTY agrees to conform and abide by all pertinent rules and regulations of the Department of the Interior with special reference to Departmental Regulation 25 CFR 161.

IN WITNESS WHEREOF, the undersigned applicant has caused this instrument to be executed this 4 day of January, 1982

MARICOPA COUNTY HIGHWAY DEPARTMENT

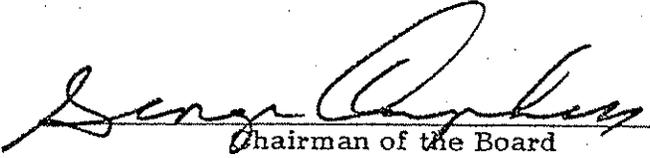
By:

  
Deputy County Engineer

ATTEST:

MARICOPA COUNTY BOARD OF SUPERVISORS

  
Clerk of the Board

  
Chairman of the Board

GILA RIVER INDIAN COMMUNITY COUNCIL  
Resolution GR-72 82

WHEREAS, the Maricopa County Highway Department has applied for additional rights-of-way to improve the drainage flows across 115th Avenue. All in Section 31, Township 1 North, Range 1 East, of the Gila and Salt River Base and Meridian, on the Gila River Indian Reservation, Arizona, and

WHEREAS, the right-of-way is located entirely on tribal land as described in the Grant of Easement for Right-of-Way, and

WHEREAS, an appraisal of the property involved has been furnished by the M.C.H.D. accompanied by an offer of compensation as follows; and reviewed as acceptable by the Bureau of Indian Affairs. A Single Payment of \$ 690.00

WHEREAS, the granting for the easement will be in the best interest of the Community whereby the Community will benefit from the cash compensation and improved the highway network serving the Community, and

NOW THEREFORE BE IT RESOLVED that the Gila River Indian Community grants to the Maricopa County Highway Department a Right-of-way on the Tribal land for as long as said easement shall be actually used for the purpose as specified in the Grant of Easement for Right-of-way for a single payment of \$ 690.00

BE IT FURTHER RESOLVED that the Governor and Secretary of the Gila River Indian Community are authorized to execute such documents as may be necessary to carry out the intent of this resolution.

CERTIFICATION

Pursuant to authority contained in Article XV, Section 1. (a) 9, 12 & Section 4 of amended Constitution & Bylaws of the Gila River Indian Community ratified by the Tribe, January 22, 1960, and approved by the Secretary of the Interior on March 17, 1960, the foregoing resolution was adopted this 2nd day of June 1982, at a REGULAR Council meeting held in DISTRICT Three, Sacaton, Arizona, at which a quorum of 17 members were present by a vote of 15 FOR: 0 OPPOSE: 2 ABSTAIN: 0 ABSENT: 0 VACANCY.

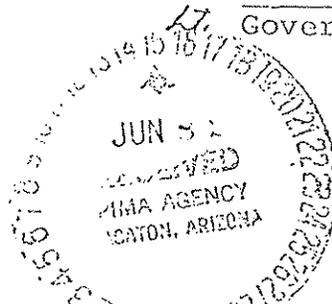
GILA RIVER INDIAN COMMUNITY

*Thomas R. White*

17 Governor

ATTEST:

*Beverly H. H. H.*  
Tribal Secretary



# ANSAC Item or Tab Separator Page

This page represents either the beginning of a separate document or a tabbed page where the tab has been removed because the tab will not copy.

WHEN RECORDED RETURN TO:  
Maricopa County Highway ( L.  
Real Estate Division

CONTRACT NO. 0543  
D15476  
83 027814

RIGHT OF WAY AGREEMENT  
(Roadway)

#30118 - 115th Avenue @  
Gila River

LEASE (LE)

Recorded at Request of  
Board of Supervisors.

This lease agreement made this 14th day of May, 1982,  
is between the Arizona Game and Fish Commission, a State  
Agency acting by authority of A.R.S. § 17-241 ("Commission"),  
and Maricopa County ("County") for the purpose of widening a  
roadway across Commission owned property. The term "Department"  
shall mean the Arizona Game and Fish Department acting as  
administrative agent for the Commission.

WHEREAS, the County wishes to widen the existing 115th  
Avenue across the Gila River, and

WHEREAS, the Commission has found that use of this land  
for right of way purposes is in furtherance of a public purpose,

NOW, THEREFORE, and in consideration of a fee of one hundred  
dollars (\$100.00), payable upon execution of this agreement,

The Commission does hereby lease to Maricopa County High-  
way Department for use as a road right of way, and associated  
drainage structures, in accordance with the provisions of this  
agreement:

The portions of the South 892.62 feet of the Northeast  
one-quarter of the Southeast one-quarter (NE¼ of SE¼)  
of Section Thirty-six (36), Township One (1) North,  
Range One (1) West and BLM Lots Three (3) and Five (5),  
Section Thirty-one (31), Township One (1) North, Range  
One (1) East all in the Gila and Salt River Base and  
Meridian, Maricopa County, Arizona shown cross-hatched  
on Exhibit "A" that is attached to and made a part of  
this legal description. Also, all data shown on said  
Exhibit "A" is based upon the legal description for a  
110-foot wide roadway described in Docket 4732 on  
Page 75, M.C.R.

The County shall have the right to construct, maintain and operate on the right of way a public roadway and associated drainage features as described in Exhibit "A" and those plans for project no. 30118, plan No. ER-900 (10P), dated December 31, 1981.

Use of the premises is restricted to providing public right of way. No other use by the County or any other entity is allowed without the advance, written approval of the Commission. The County shall exercise reasonable care in the use and occupancy of the premises to avoid damaging the adjacent land or any property located on or near the right of way.

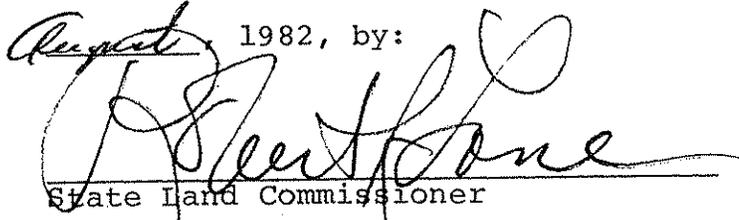
The Commission shall not construct or allow the construction of any improvement within the right of way.

The right to occupy and use the premises by the authority of this agreement shall continue so long as the roadway is maintained by the County, EXCEPT, that the right to use the areas designated in Exhibit "A" as "Temporary Construction Easement" shall be for a period of one year.

The County shall indemnify and hold harmless the State of Arizona, including its elected and appointed officials, employees and representatives against all claims, liabilities and costs of every kind arising from use or occupancy of the premises by Maricopa County or improvements installed or maintained by Maricopa County.

The Commission excepts from this lease all mineral rights and claims associated with the premises pursuant to A.R.S. § 17-241 and A.R.S. § 37-287. This lease is subject to the rights of entry and disposition set forth in these statutes.

Approved this 24th day of

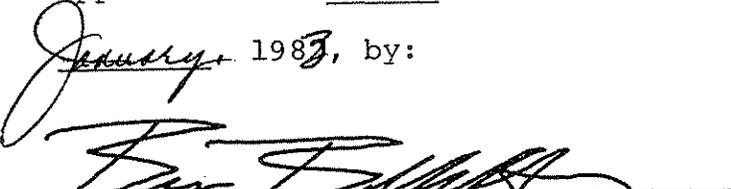
August, 1982, by:  
  
State Land Commissioner

ARIZONA GAME AND FISH COMMISSION

by Charles F. Roberts  
Chairman

by Bud Bristow  
Director

Approved this 7 day of

January, 1983, by:  
  
Bruce Babbitt, Governor  
State of Arizona

MARICOPA COUNTY HIGHWAY DEPARTMENT

by Gene C. Lee  
CHAIRMAN BOARD OF SUPERVISORS  
Maricopa County, Arizona

APPROVED AS TO FORM

This 24 day of May, 1982

BOB CORBIN  
Attorney General

By Joseph C. [Signature]  
Assistant Attorney General

BUREAU OF LAND MANAGEMENT

by William B. [Signature]  
State Director

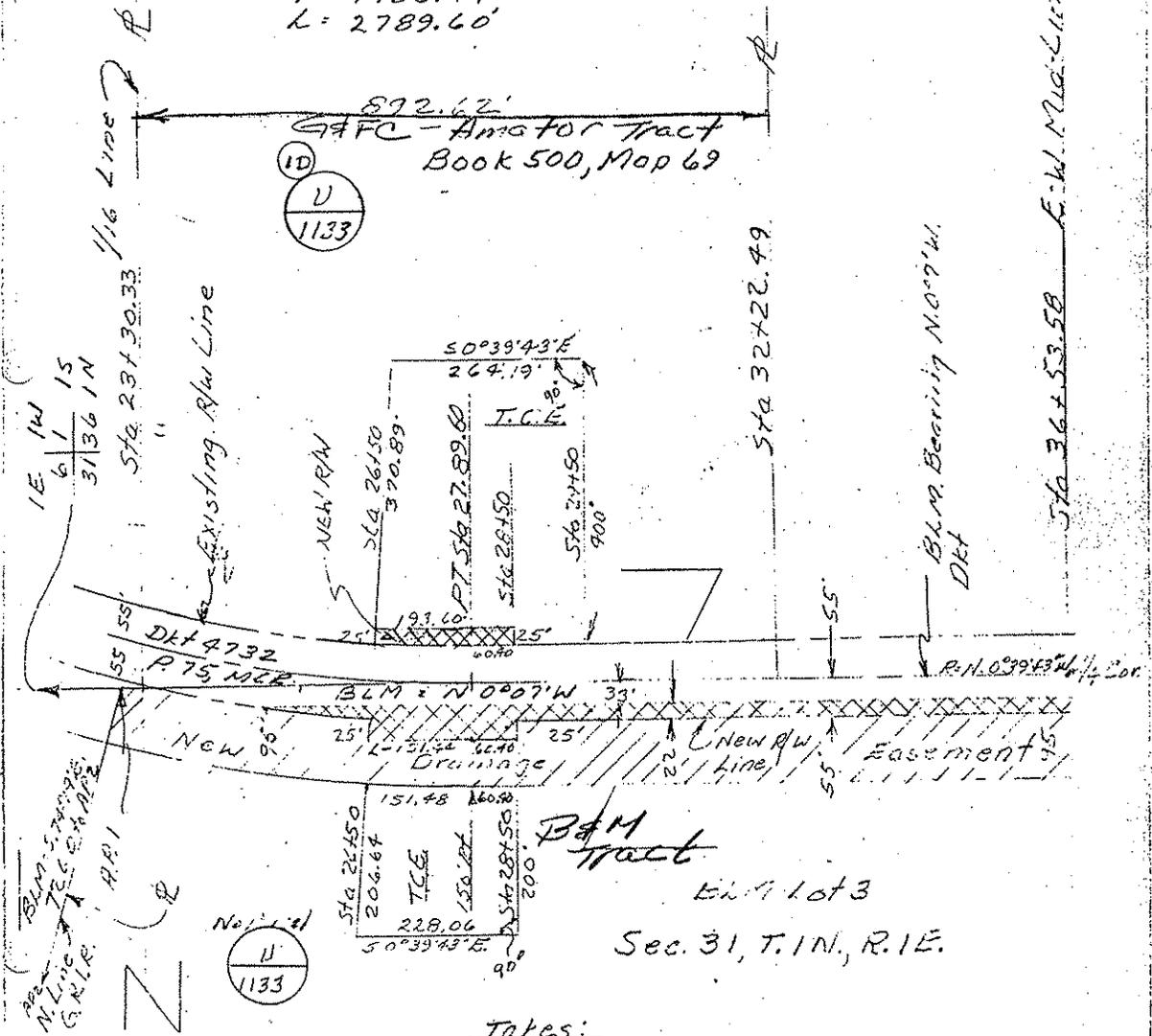
U.S. FISH AND WILDLIFE SERVICE

by Samuel L. Stegman  
Acting Regional Director

SEC. 31, T. 1 N., R. 1 E.  
BLM. Lot 3 & Lot 5

Curve Data for 116' Wide R/W  
Δ = 90° 53' 43"  
D = 30° 15' 00"  
R = 1762.75'  
T = 1783.44'  
L = 2789.60'

No Scale



Takes:

Perm R/W	☒	=	0.79 A.
Drainage Easmt	☒	=	2.74 A.
(T.C.E.) Temp. Constr. Easmt		=	3.47 A.

FISH & GAME COMM. of ARIZ.

Recorded in official records of Maricopa County, Arizona  
DATE JAN 25 '83 - 8 90 FEE N-C PGS 4 ✓  
BILL HENRY, COUNTY RECORDER

MARICOPA COUNTY HIGHWAY DEPARTMENT  
Highway Engineer  
Road Estab. Supervisor

115th Ave. N. Gila  
River W.D. 30118

Drawn By  
Mar. Co. Highway Dept.

E-W. Mid-Line Sec. 31

# ANSAC Item or Tab Separator Page

This page represents either the beginning of a separate document or a tabbed page where the tab has been removed because the tab will not copy.

DIS383  
Recorded at Request of  
Board of Supervisors.

WHEN RECORDED TURN TO:  
Maricopa County Highway Dept.  
Real Estate Division

321383

TRIBAL OWNED XXXX  
INDIVIDUALLY OWNED \_\_\_\_\_  
GOVERNMENT OWNED \_\_\_\_\_  
ROUTE NO. \_\_\_\_\_

EASEMENT (ES)

Project #30117 - 91st Ave @  
Salt River  
Item U-1107

GRANT OF EASEMENT FOR RIGHT-OF-WAY

✓ 101-51-000A (34)  
101-50-000A (33)

KNOW ALL MEN BY THESE PRESENT:

That the United States of America, acting by and through the Superintendent,  
Pima Agency, Bureau of Indian Affairs, Department of Interior,  
Sacaton, Arizona, hereinafter referred to as "Grantor" under the authority  
contained in 230 DMI, 10 BIAM 3 and 10 BIAM 11, and pursuant to the provisions of  
the Act of February 5, 1948 (62 Stat. 17, 25 U.S.C. 323-328), and Part 161, Title  
25 Code of Federal Regulations, in consideration of \$8,290.00 and other good and  
valuable consideration, the receipt of which is acknowledged, does hereby grant  
to Maricopa County, hereinafter referred to as the "Grantee," an easement for a  
right-of-way for the following purposes, namely: The right to enter upon the  
hereinafter described land and grade, level, fill, drain, pave, maintain, repair  
and rebuild a public road, or highway including incidental purposes therewith, to-  
gether with such bridges, culverts, ramps and outs as may be necessary, on, over,  
under and across the ground embraced within the right-of-way situated on the  
following described lands located within the Gila River Indian Reservation, County  
of Maricopa, State of Arizona:

Permanent Easement

The West Twenty (20) feet of the East Sixty (60) feet of that part <sup>101-50-000A</sup>  
of the Southeast one-quarter (SE $\frac{1}{4}$ ) of Section Thirty-three (33);  
AND the East Twenty (20) feet of the West Sixty (60) feet of that  
part of the Southwest one-quarter (SW $\frac{1}{4}$ ) of Section Thirty-four (34) <sup>101-51-000A</sup>  
all in Township One (1) North, Range One (1) East of the Gila and  
Salt River Base and Meridian, Maricopa County, Arizona lying within  
the Gila Indian Reservation. (1.033 acres more or less)

EXCEPT the South 1250 feet of said Sections 33 and 34.

Drainage Easement

The East Ninety (90) feet of the West 150 feet of that part of the <sup>101-51-000B</sup>  
Southwest one-quarter (SW $\frac{1}{4}$ ) of Section Thirty-four (34), Township  
One (1) North, Range One (1) East of the Gila and Salt River Base  
and Meridian, Maricopa County, Arizona lying within the Gila Indian  
Reservation. (1.73 acres more or less)

EXCEPT the South 1480 feet thereof.

TO HAVE AND TO HOLD the said easement and right-of-way unto the Grantee, with the  
right to construct, maintain, and repair improvements thereon and thereafter, for  
such purposes.

I do hereby certify that the within named instrument was recorded at request of MARICOPA CO. BD. OF SUPERVISORS  
1044-1048 Page 1044-1048 Records of Maricopa Co., Arizona  
on this 16345 day of 1982-2-30 by my hand and official seal the day and year aforesaid  
BILL HENRY, Maricopa County Recorder, By D. LIEBLER Deputy

N-C

The said easement to include the right to cut back and trim such portion of the branches and tops of the trees now growing or that may hereafter grow upon the above-described premises, as may extend over said right-of-way, so as to prevent the same from interfering with the efficient maintenance and operation of said public road.

This easement is subject to any prior valid existing right or adverse claim and is without limitation as to tenure, so long as said easement shall be actually used for the purpose above specified; PROVIDED, that this right-of-way shall be terminable in whole or in part by the Grantor for any of the following causes upon 30 days written notice and failure of the Grantee within said notice period to correct the basis for termination (25 CFR 161.20).

- A. Failure to comply with any term or condition of the grant or the applicable regulations.
- B. A nonuse of the right-of-way for a consecutive two-year period for the purpose for which it was granted.
- C. An abandonment of the right-of-way.
- D. Failure of the Grantee, upon the completion of construction, to file with the Grantor an affidavit of completion pursuant to 25 CFR 161.16.

The condition of this easement shall extend to and be binding upon and shall insure to the benefit of the Grantee.

This easement is expressly subject to the stipulations required by 25 CFR 161.5 except those required by subsection (c) thereof which are hereby waived.

IN WITNESS WHEREOF, Grantor has executed this grant of easement this 4<sup>th</sup> day of August, 1982.

UNITED STATES OF AMERICA

By Edmund L. Thompson, Sr.  
EDMUND L. THOMPSON, SR., SUPERINTENDENT  
U.S. DEPARTMENT OF THE INTERIOR  
BUREAU OF INDIAN AFFAIRS  
PIMA AGENCY, SACATON, ARIZONA

A C K N O W L E D G M E N T

STATE OF ARIZONA )  
 )  
COUNTY OF PINAL )

BEFORE ME, a Notary Public, in and for said County and State, this 4th day  
of August, 1982, personally appeared EDMUND L. THOMPSON, SR., whose  
name is subscribed to the foregoing Grant of Easement for Right-of-Way as  
SUPERINTENDENT, PIMA AGENCY, Bureau of Indian Affairs, and who acknowledged  
that he is and was at the time of signing the same, EDMUND L. THOMPSON, SR.,  
SUPERINTENDENT, PIMA AGENCY, Bureau of Indian Affairs, and he personally  
acknowledged to me that he executed the said Grant of Easement for Right-of-Way  
as his free and voluntary act and deed for the uses and purposes set forth  
therein.

*Elna J. Robertson*  
Notary Public

My Commission Expires:  
My Commission Expires Dec. 4, 1984

Recommended for approval:

*Thomas R. Peath*  
Right-of-way Agent

ACCEPTED:  
MARICOPA COUNTY BOARD OF SUPERVISORS

*Bryce Q. Peay*  
Chairman of the Board

ATTEST:

*J. H. Haddock*  
Deputy County Engineer  
*Cherie Pennington*  
Clerk of the Board

Date OCT 4 1982

APPLICATION  
FOR  
RIGHT-OF-WAY

MARICOPA COUNTY, a political subdivision of the State of Arizona, Phoenix, Arizona, hereby makes application pursuant to Section 5 of the Act of February 5, 1948 and in accordance with Departmental Regulations 25 CFR 161 for a road right-of-way, variable in width and variable in length across the Gila River Indian Reservation to be granted to MARICOPA COUNTY, the right to construct, maintain and repair improvements thereon and thereover for such purposes. The location of said road and its extent are more particularly shown and delineated on the accompanying map, Drawing #30117 which has been prepared in compliance with 25 CFR 161.6, and which by this reference is made a part hereof.

In the event the right-of-way herein applied for is granted, MARICOPA COUNTY agrees to conform and abide by all pertinent rules and regulations of the Department of the Interior with special reference to Departmental Regulation 25 CFR 161.

IN WITNESS WHEREOF, the undersigned applicant has caused this instrument to be executed this 4 day of January, 1982

MARICOPA COUNTY HIGHWAY DEPARTMENT

By: *R. C. Esterbrook*  
County Engineer

ATTEST:

MARICOPA COUNTY BOARD OF SUPERVISORS

*D. Kevin Pennington*  
Clerk of the Board

*George Campbell*  
Chairman of the Board

*Realty*

GILA RIVER INDIAN COMMUNITY  
RESOLUTION GR-71-82

WHEREAS, the Maricopa County Highway Department has applied for additional rights-of-way to improve the drainage crossing sites across 91st. Avenue. All in Sections 33 and 34 of Township 1 North, Range 1, East of the G&SRB&M, on the Gila River Indian Reservation, Arizona.

WHEREAS, the right-of-way is located entirely on tribal land as described in the Grant of Easement for Right-of-way.

WHEREAS, an appraisal of the property involved has been furnished by the M.C.H.D. accompanied by an offer of compensation as follows; and reviewed as acceptable by the Bureau of Indian Affairs.

A Single Payment of \$8,290.00

WHEREAS, the granting of the easement will be in best interest of the Community whereby the Community will benefit from the cash compensation and improved the highway network serving the Community.

NOW THEREFORE BE IT RESOLVED, that the Gila River Indian Community grants to the Maricopa County Highway Department a Right of way on the tribal land for as long as said easement shall be actually used for the purpose as specified in the Grant of Easement for Right-of-way for a single payment of \$8,290.00

BE IT FURTHER RESOLVED that the Governor and Secretary of the Gila River Indian Community are authorized to execute such documents as maybe necessary to carry out the intent of this resolution.

CERTIFICATION

Pursuant to authority contained in Article XV, Section 1. (a) 9, 12 & Section 4 of the amended Constitution & Bylaws of the Gila River Indian Community ratified by the Tribe, January 22, 1960, the foregoing resolution was adopted this 2nd. day of June, 1982, at a REGULAR Council meeting held in DISTRICT THREE, Sacaton, Arizona, at which a quorum of 17 members were present by a vote of 15 FOR; 0 OPPOSE; 2 ABSTAIN; 0 ABSENT; 0 VACANCY.

GILA RIVER INDIAN COMMUNITY

*Thomas A. White*  
LT. Governor

ATTEST:

*Dorothy J. Helms*  
TRIBAL SECRETARY



# ANSAC Item or Tab Separator Page

This page represents either the beginning of a separate document or a tabbed page where the tab has been removed because the tab will not copy.

NOV 12 '82 - 4 15

1641776 957

I do hereby certify that the within named instrument was recorded at request of

Fee No. 359201

pp 957-958

MARICOPA CO. BD. OF SUPERVISORS

Records of Maricopa County, Arizona.  
WITNESS my hand and official seal the day and year aforesaid.

BILL HENRY

By

R. BROOKS

County Recorder

Deputy Recorder

When recorded return to: MARICOPA COUNTY BOARD OF SUPERVISORS

Fee:

DIS426

Recorded at Request of  
Board of Supervisors.

EASEMENT (ES)  
EASEMENT AND AGREEMENT FOR HIGHWAY PURPOSES

Project No. 30117 - 91st Ave @ Salt River

Item No. U-1110

Bill Luke Ranch, a Limited Partnership

GRANTORS,

for and in consideration of the sum of One Dollar and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant to MARICOPA COUNTY, a political subdivision of the State of Arizona, its successors, and assigns, a permanent easement and right-of-way, for the following purposes, namely: The right to enter upon the hereinafter described land and grade, level, fill, drain, pave, build, maintain, repair and rebuild a road or highway, including incidental purposes consistent therewith, together with such bridges, culverts, ramps and cuts as may be necessary, on, over, under, and across the ground embraced within the right-of-way situated in the County of Maricopa, State of Arizona, and described as follows:

The East Twenty (20) feet of the West Sixty (60) feet of the South-west one-quarter (SW $\frac{1}{4}$ ) of Section Thirty-four (34), Township One (1) North, Range One (1) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

EXCEPT any portion thereof lying within the Gila River Indian Reservation.

M.C.H.D.  
Proofed  
JRF  
6/15/81  
Checked  
6/15/81  
Approved  
JRF  
2/6/82

To have and to hold the said easement and right-of-way unto Maricopa County, a political subdivision of the State of Arizona and unto its successors and assigns forever, together with the right of ingress and egress to permit the economical operation and maintenance of said public highway and all incidents thereto, and together with the right to authorize, permit, and license the use thereof for utilities or other public purposes not inconsistent with its primary use as a highway.

And the Grantors hereby covenant that they are lawfully seized and possessed on this aforementioned tract or parcel of land; that they have a good and lawful right to sell and convey it; and that they will warrant the title and quiet possession thereto against the lawful claim of all persons, subject to easements of record.

The said easement to include the right to cut back and trim such portion of the branches and tops of the trees now growing or that may hereafter grow upon the above described premises, as may extend over said right-of-way, so as to prevent the same from interfering with the efficient maintenance and operation of said public highway.

In the event the right, privilege and easement herein granted shall be abandoned and permanently cease to be used for the purposes herein granted all rights herein granted shall cease and revert to the grantors, their heirs or assigns.

Wherever in the foregoing instrument the plural is used, it will be read as singular when necessary, and wherever words indicating gender are employed they will apply to either masculine, feminine or neuter as the context requires.

NOW THEREFORE, in consideration of the same and further consideration hereinafter set forth, it is agreed, that this instrument contains the entire agreement between the parties hereto there being no further consideration paid than herein specified.

THE COUNTY OF MARICOPA AGREES:

- A. To use the above described land for the general welfare and benefit of the public.
- B. To pay the sum of \$540 for the herein described right-of-way.

DXT 1641778 958

THE GRANTOR<sup>S</sup> AGREE \_\_\_\_\_:

- 1. To grant an easement for the above described land to the County of Maricopa for the general welfare and benefit of the public.
- 2. To accept the sum of \$540 as payment in full for the herein described right-of-way.

Dated this 2<sup>nd</sup> day of July, 1982

BILL LUKE RANCH, a Limited Partnership, by its General Partners William Joseph Luke Family Trust

Grantor  
Dorothy Hilda Luke

Grantor  
William Joseph Luke

STATE OF ARIZONA }  
COUNTY OF MARICOPA } ss.

Subscribed and sworn to before me this 2<sup>nd</sup> day of July, 1982

My commission expires My Commission Expires March 10, 1985 Angela Stambaugh SEAL:  
Notary Public

Recommended for approval: Thomas R. Porter  
Right of Way Agent

Deputy County Engineer  
ATTEST:

ACCEPTED:  
MARICOPA COUNTY BOARD OF SUPERVISORS  
by Chairman of the Board

Clerk of Board of Supervisors

Date JUL 26 1982

PHOTOSTATIC COPS REQUESTED  
MARICOPA COUNTY HIGHWAY DEPT.  
MARICOPA COUNTY P & Z COMM.

CK

STATE OF ARIZONA  
County of Maricopa

ss. I hereby certify that the within instrument was filed and recorded

Fee No.

NOV 16 70-2 22  
IN DOCKET & Page 8402/282-283 and indexed in  
MARICOPA CO. BD. OF SUPERVISORS

24-R. AGR.  
207268

When recorded, return to:  
Maricopa County Board of Supervisors

Witness my hand and official seal.

PAUL N. MARSTON County Recorder

By *Alger Kullstrom* Deputy Recorder

Compared  
Photostated  
Fee:

71C

### EASEMENT FOR HIGHWAY PURPOSES

ITEM NO. \_\_\_\_\_ 104-69-1, 3 R/W (Z-751) DD-4197

William H. Roer and Mabel M. Roer, his wife

#### GRANTORS,

for and in consideration of the sum of One Dollar and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant to MARICOPA COUNTY, a political subdivision of the State of Arizona, its successors, and assigns, a permanent easement and right-of-way, for the following purposes, namely: The right to enter upon the hereinafter described land and grade, level, fill, drain, pave, build, maintain, repair and rebuild a road or highway, including incidental purposes consistent therewith, together with such bridges, culverts, ramps and cuts as may be necessary, on, over, under, and across the ground embraced within the right-of-way situated in the County of Maricopa, State of Arizona, and described as follows:

M.C.H.D.
Proofed
<i>SMC</i>
10/16/70
Checked
<i>SMC</i>
10/16/70
Approved
<i>SMC</i>
10/16/70

The West Twenty-two(22) feet of the East Fifty-five(55) feet of the East 628 feet of the South 1510 feet of the Southeast one-quarter(SE $\frac{1}{4}$ ) of Section Twenty-six(26), Township One(1) North, Range One(1) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

To have and to hold the said easement and right-of-way unto Maricopa County, a political subdivision of the State of Arizona and unto its successors and assigns forever, together with the right of ingress and egress to permit the economical operation and maintenance of said public highway and all incidents thereto, and together with the right to authorize, permit, and license the use thereof for utilities or other public purposes not inconsistent with its primary use as a highway.

And the Grantors hereby covenant that they are lawfully seized and possessed on this aforementioned tract or parcel of land; that they have a good and lawful right to sell and convey it; and that they will warrant the title and quiet possession thereto against the lawful claim of all persons.

The said easement to include the right to cut back and trim such portion of the branches and tops of the trees now growing or that may hereafter grow upon the above described premises, as may extend over said right-of-way, so as to prevent the same from interfering with the efficient maintenance and operation of said public highway.

In the event the right, privilege and easement herein granted shall be abandoned and permanently cease to be used for the purposes herein granted all rights herein granted shall cease and revert to the grantors, their heirs or assigns.

Wherever in the foregoing instrument the plural is used, it will be read as singular when necessary, and wherever words indicating gender are employed they will apply to either masculine, feminine or neuter as the context requires.

Dated this 16th day of October, 1970

\_\_\_\_\_  
(Seal) *William H. Roer* (Seal)

\_\_\_\_\_  
(Seal) *Mabel M. Roer* (Seal)

STATE OF ARIZONA  
County of MARICOPA

This instrument was acknowledged before me this 16th day of

October, 1970 by

William H. Roer and Mabel M. Roer, his wife

FORM 95-10 (REV. 7-24-63)

*Joseph C. Cleland*  
Notary Public

My commission expires June 22, 1974

33

9971

STATE OF ARIZONA  
COUNTY OF MARICOPA

Project No. (Z-751) DD-4197 (Roer)

Item No. \_\_\_\_\_

Recommended for approval: Harold W. Burt  
P & Z Chief Cartographer

[Signature]  
County Engineer

ACCEPTED:  
MARICOPA COUNTY BOARD OF  
SUPERVISORS

ATTEST:

by [Signature]  
Chairman of the Board

[Signature]  
Clerk of Board of Supervisors

Date November 9, 1970

STATE OF ARIZONA  
County of Maricopa

ss. I hereby certify that the within instrument was filed and recorded

IN DOCKET DKT 2272 PAGE 245 and indexed in deeds

Fee No.

120813

When recorded, mail to: Maricopa County  
Planning and Zoning Commission  
103 West Jefferson Street

Witness my hand and official seal.  
N. C. Kelly MOORE  
County Recorder

Compared  
Photostated  
Fee:

Z-1031

JF

By *Essel D. Cullen*  
Deputy Recorder

QUIT-CLAIM DEED

104-71

George Hendrix and Pearl  
For the consideration of One Dollar, and other valuable considerations, ~~we~~ we, Hendrix, husband and wife &  
of Susan A. Childress, dealing with his sole and Separate property  
hereby quit-claim to Maricopa County, Arizona and the public,  
for their use and benefit, for roadway  
purposes  
all right, title, or interest in the following real property situated in Maricopa County, Arizona:

The South 65 feet and  
the South 80 feet of  
the South 1360 feet of the property described as follows:

That part of the Southeast quarter of the Southeast quarter of Section 25,  
Township 1 North, Range 1 East of the G&SR&M, described as follows:

BEGINNING at the Southwest corner of the Southeast quarter of the Southeast  
quarter of said Section 25; running thence North 89 degrees 50 minutes 30  
seconds East 256.68 feet to the Southeast corner of the West 10 acres of  
said Southeast quarter of the Southeast quarter, and also being the South-  
west corner of that tract of land described in Deed from Florence E. Bouck  
Grimes to John W. Lewis and Enriqueta Lewis, recorded in Docket 1573, page  
426; thence North 7 degrees 00 minutes 22 seconds West 1696.57 feet to a  
point in the North line of said Southeast quarter of the Southeast quarter,  
being the Northwest corner of said Tract of land deeded to Lewis, and  
the Northeast corner of the West 10 acres of said Southeast quarter of the  
Southeast quarter; thence North 89 degrees 57 minutes 15 seconds West 256.68  
feet to the Northwest corner of said Southeast quarter of the Southeast  
quarter; thence South 7 degrees 00 minutes 22 seconds East 1697.48 feet to  
the point of beginning.

Dated this 17<sup>th</sup> day of July, 1957

*Pearl Hendrix*  
(George Hendrix - His Mark)

STATE OF *Arizona*  
County of *Maricopa*  
My commission will expire *March 9 - 1959*

This instrument was acknowledged before me this 17<sup>th</sup> day of  
*July*, 1957  
by *George Hendrix and Pearl Hendrix*  
*George E. McQuinn*  
Notary Public

Dated this 19<sup>th</sup> day of July, 1957

*Pearl E. Childress*  
*Susan A. Childress*

STATE OF *California*  
County of *Shasta*  
My commission will expire *8-1-57*

This instrument was acknowledged before me this 19<sup>th</sup> day of  
*July*, 1957  
by *Susan A. Childress*

*Carol Williams*  
Notary Public

10 25 51

I do hereby certify that the within named instrument was recorded at request of

Fee No.:

\_\_\_\_\_, Records of Maricopa County, Arizona  
WITNESS my hand and official seal the day and year aforesaid.

Fee: **D17395**  
**88-162269**

\_\_\_\_\_  
County Recorder By \_\_\_\_\_ Deputy Recorder  
When recorded return to: MARICOPA COUNTY BOARD OF SUPERVISORS

### EASEMENT AND AGREEMENT FOR HIGHWAY PURPOSES

*Return to: Hwy Dept.*

104-71-7F

Project No. DD-8222

Item No. Z 86-243

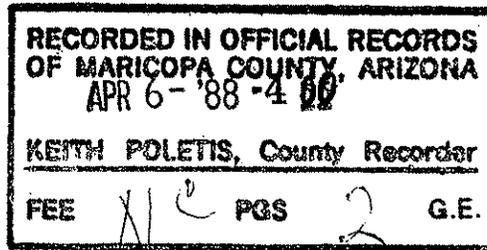
John L. Marty, an unmarried man

**GRANTORS,**

for and in consideration of the sum of One Dollar and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant to MARICOPA COUNTY, a political subdivision of the State of Arizona, its successors, and assigns, a permanent easement and right-of-way, for the following purposes, namely: The right to enter upon the hereinafter described land and grade, level, fill, drain, pave, build, maintain, repair and rebuild a road or highway, including incidental purposes consistent therewith, together with such bridges, culverts, ramps and cuts as may be necessary, on, over, under, and across the ground embraced within the right-of-way situated in the County of Maricopa, State of Arizona, and described as follows:



The West 22.00 feet of the East 55.00 feet and the North 22.00 feet of the South 55.00 feet of the South 507.96 feet of the East 514.10 feet of the Southeast one-quarter (SE $\frac{1}{4}$ ) of Section Twenty-five (25), Township One (1) North, Range One (1) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.



MARICOPA COUNTY  
RECORDS SECTION  
DATE RECORDED  
1988 FEB 18 AM 10:55

To have and to hold the said easement and right-of-way unto Maricopa County, a political subdivision of the State of Arizona and unto its successors and assigns forever, together with the right of ingress and egress to permit the economical operation and maintenance of said public highway and all incidents thereto, and together with the right to authorize, permit, and license the use thereof for utilities or other public purposes not inconsistent with its primary use as a highway.

And the Grantors hereby covenant that they are lawfully seized and possessed of this aforementioned tract or parcel of land; that they have a good and lawful right to sell and convey it; and that they will warrant the title and quiet possession thereto against the lawful claim of all persons, subject to easements of record; that they accept the consideration paid hereunder as full payment for all damages to their property including any severance damages resulting from the grant of this easement and right-of-way.

The said easement to include the right to cut back and trim such portion of the branches and tops of the trees now growing or that may hereafter grow upon the above described premises, as may extend over said right-of-way, so as to prevent the same from interfering with the efficient maintenance and operation of said public highway.

In the event the right, privilege and easement herein granted shall be abandoned and permanently cease to be used for the purposes herein granted all rights herein granted shall cease and revert to the grantors, their heirs or assigns.

Wherever in the foregoing instrument the plural is used, it will be read as singular when necessary, and whenever words indicating gender and employed they will apply to either masculine, feminine or neuter as the context requires.

NOW THEREFORE, in consideration of the same and further consideration hereinafter set forth, it is agreed, that this instrument contains the entire agreement between the parties hereto there being no further consideration paid than herein specified.

THE COUNTY OF MARICOPA AGREES:

A. To use the above described land for the general welfare and benefit of the public.

88 162269

THE GRANTOR \_\_\_\_\_ AGREE \_\_\_\_\_ :

1. To grant an easement for the above described land to the County of Maricopa for the general welfare and benefit of the public.
2. That acceptance of this dedication in no way obligates Maricopa County to construct or maintain a roadway within the right-of-way granted by this document.
3. It is further agreed that any existing encroachments within the right-of-way granted by this easement will be removed or relocated to Grantor's remaining property at no expense to County.

Dated this 15<sup>th</sup> day of February, 19 88.

Grantor	_____	Grantor	_____
Grantor	<u>John L. Maery</u>	Grantor	_____

STATE OF ARIZONA }  
COUNTY OF MARICOPA } ss.

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of February, 19 88.

By John L. Maery

My commission expires Feb 26, 1997

Janice L. Francis SEAL:  
Notary Public

Recommended for approval : [Signature]  
Right of Way Agent

ACCEPTED:  
MARICOPA COUNTY BOARD OF SUPERVISORS  
by [Signature]  
Chairman of the Board

[Signature]  
County Engineer

ATTEST:  
[Signature]  
Clerk of Board of Supervisors

Date: MAR 21 1988



NOW THEREFORE, in consideration of the same and further consideration hereinafter set forth, it is agreed, that this instrument contains the entire agreement between the parties hereto there being no further consideration paid than herein specified.

THE COUNTY OF MARICOPA AGREES:

- A. To use the above described land for the general welfare and benefit of the public.

THE GRANTOR AGREE:

- To grant an easement for the above described land to the County of Maricopa for the general welfare and benefit of the public.
- That acceptance of this dedication in no way obligates Maricopa County to construct or maintain a roadway within the right-of-way granted by this document.
- It is further agreed that any existing encroachments within the right-of-way granted by this easement will be removed or relocated to Grantor's remaining property at no expense to County.

Dated this 15th day of July, 1981

Grantor \_\_\_\_\_ William E. "Gene" Nelson  
Grantor

Grantor \_\_\_\_\_ Linda L. Nelson  
Grantor

STATE OF ARIZONA }  
COUNTY OF MARICOPA } ss.

Subscribed and sworn to before me this 15th day of July, 1981

My commission expires May 22, 1984

Notary Public \_\_\_\_\_ Shirley Hall SEAL

Recommended for approval: Walter Washburn  
Right of Way Agent

Deputy County Engineer \_\_\_\_\_ W. Washburn

ACCEPTED:  
MARICOPA COUNTY BOARD OF SUPERVISORS

by \_\_\_\_\_ Tom Dwyer  
Chairman of the Board

ATTEST:

Clerk of Board of Supervisors \_\_\_\_\_ R. Woodall

Date AUG 3 1981

APR 15 1982 -4 45

EASEMENT (ES)

D15256

I do hereby certify that the within named instrument was recorded at request of APR 15961 Pg 1252-1253 MARICOPA CO. BD. OF SUPERVISORS

Fee No.: 115175

\_\_\_\_\_, Records of Maricopa County, Arizona.  
WITNESS my hand and official seal the day and year aforesaid.

BILL HENRY

By [Signature]  
County Recorder Deputy Recorder

Fee: 71/c

When recorded return to: MARICOPA COUNTY BOARD OF SUPERVISORS

DKT 15961 PG 1252

EASEMENT AND AGREEMENT FOR HIGHWAY PURPOSES

104-71-7J ✓

Project No. 30107 - 67th Ave @ Salt River

Item No. U-1091

Donald M. Korpi and Kathryn M. Korpi, his wife

GRANTORS,

for and in consideration of the sum of One Dollar and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant to MARICOPA COUNTY, a political subdivision of the State of Arizona, its successors, and assigns, a permanent easement and right-of-way, for the following purposes, namely: The right to enter upon the hereinafter described land and grade, level, fill, drain, pave, build, maintain, repair and rebuild a road or highway, including incidental purposes consistent therewith, together with such bridges, culverts, ramps and cuts as may be necessary, on, over, under, and across the ground embraced within the right-of-way situated in the County of Maricopa, State of Arizona, and described as follows:

The East Twenty-two (22) feet of that part of the Southeast one-quarter of the Southeast one-quarter (SE 1/4 of SE 1/4) of Section Twenty-five (25), Township One (1) North, Range One (1) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona more particularly described as:

BEGINNING at a point bearing South 6°39' East, 451.52 feet and North 89°49' West, 33.24 feet from the Northeast corner of the Southeast one-quarter of the Southeast one-quarter (SE 1/4 of SE 1/4) of Section Twenty-five (25); thence North 89°49' West, 738.55 feet; thence South 6°39' East, 118.80 feet; thence South 89°49' East, 738.55 feet to a point on the West line of 67th Avenue; thence North 6°39' West, 118.80 feet to the True Point of Beginning.

RECORDED  
INDEXED  
12/8/81  
14/8/81  
3/28/82



To have and to hold the said easement and right-of-way unto Maricopa County, a political subdivision of the State of Arizona and unto its successors and assigns forever, together with the right of ingress and egress to permit the economical operation and maintenance of said public highway and all incidents thereto, and together with the right to authorize, permit, and license the use thereof for utilities or other public purposes not inconsistent with its primary use as a highway.

And the Grantors hereby covenant that they are lawfully seized and possessed on this aforementioned tract or parcel of land; that they have a good and lawful right to sell and convey it; and that they will warrant the title and quiet possession thereto against the lawful claim of all persons, subject to easements of record.

The said easement to include the right to cut back and trim such portion of the branches and tops of the trees now growing or that may hereafter grow upon the above described premises, as may extend over said right-of-way, so as to prevent the same from interfering with the efficient maintenance and operation of said public highway.

In the event the right, privilege and easement herein granted shall be abandoned and permanently cease to be used for the purposes herein granted all rights herein granted shall cease and revert to the grantors, their heirs or assigns.

Wherever in the foregoing instrument the plural is used, it will be read as singular when necessary, and wherever words indicating gender are employed they will apply to either masculine, feminine or neuter as the context requires.

NOW THEREFORE, in consideration of the same and further consideration hereinafter set forth, it is agreed, that this instrument contains the entire agreement between the parties hereto there being no further consideration paid than herein specified.

THE COUNTY OF MARICOPA AGREES:

- A. To use the above described land for the general welfare and benefit of the public.
- B. To install one asphalt driveway turnout.

THE GRANTOR \_\_\_\_\_ AGREE \_\_\_\_\_:

- 1. To grant an easement for the above described land to the County of Maricopa for the general welfare and benefit of the public.

Dated this 17<sup>TH</sup> day of MARCH, 1982.

Kathryn M. Kopp \_\_\_\_\_ Grantor  
Donald M. Kopp \_\_\_\_\_ Grantor

STATE OF ARIZONA }  
COUNTY OF MARICOPA } ss.

Subscribed and sworn to before me this 17<sup>TH</sup> day of MARCH, 1982.

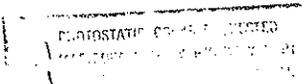
My commission expires My Commission Expires August 21, 1984 James W. Davis, Jr. SEAL:  
Notary Public

Recommended for approval James W. Davis, Jr. \_\_\_\_\_  
Right of Way Agent  
Deputy County Engineer

ACCEPTED:  
MARICOPA COUNTY BOARD OF SUPERVISORS  
by [Signature] \_\_\_\_\_  
Chairman of the Board

ATTEST:  
[Signature] \_\_\_\_\_  
Clerk of Board of Supervisors

Date APR 5 1982



D 14312  
MARICOPA COUNTY  
HIGHWAY DEPT.  
1979 AUG 31 299102  
Fee No. 11:04  
Fee: EASEMENT (ES)  
h.e.

I do hereby certify that the within named instrument was recorded at request of Book 13834 Page 1048-1049  
MARICOPA CO. BD. OF SUPERVISORS

Records of Maricopa County, Arizona.  
WITNESS my hand and official seal the day and year aforesaid.

BILL HENRY County Recorder By [Signature] Deputy Recorder  
When recorded return to: MARICOPA COUNTY BOARD OF SUPERVISORS

EASEMENT AND AGREEMENT FOR HIGHWAY PURPOSES 104-71-76 /

Project No. DD-6790 (1 of 2)  
Item No. Z-79-5

Charles Oney and Mary Kathryn Oney

GRANTORS,

for and in consideration of the sum of One Dollar and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant to MARICOPA COUNTY, a political subdivision of the State of Arizona, its successors, and assigns, a permanent easement and right-of-way, for the following purposes, namely: The right to enter upon the hereinafter described land and grade, level, fill, drain, pave, build, maintain, repair and rebuild a road or highway, including incidental purposes consistent therewith, together with such bridges, culverts, ramps and cuts as may be necessary, on, over, under, and across the ground embraced within the right-of-way situated in the County of Maricopa, State of Arizona, and described as follows:

That part of the Southeast one-quarter of the Southeast one-quarter of Section Twenty-five(25), Township One(1) North, Range One(1) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as;  
BEGINNING at a point bearing South 6 degrees 39 minutes East, 451.52 feet from the Northeast corner of the Southeast one-quarter of the Southeast one-quarter of Section 25; thence South 6 degrees 39 minutes East, 118.80 feet to the true point of beginning; thence North 89 degrees 49 minutes West, 771.79 feet; thence South 6 degrees 39 minutes East, 113.76 feet; thence South 89 degrees 49 minutes East, 771.79 feet to a point in the center line of 67th Avenue; thence North 6 degrees 39 minutes West, along said center line, 113.76 feet to the point of beginning, lying East of a line Fifty-five(55) feet (measured at right-angles) West of and parallel with the East line of said Southeast one-quarter of Southeast one-quarter(SE $\frac{1}{4}$ , SE $\frac{1}{4}$ ), of said Section Twenty-five(25).

M.C.H.D.  
Proofed  
mb  
7/12/79  
Checked  
7/21/79  
Approved  
7/21/79



To have and to hold the said easement and right-of-way unto Maricopa County, a political subdivision of the State of Arizona and unto its successors and assigns forever, together with the right of ingress and egress to permit the economical operation and maintenance of said public highway and all incidents thereto, and together with the right to authorize, permit, and license the use thereof for utilities or other public purposes not inconsistent with its primary use as a highway.

And the Grantors hereby covenant that they are lawfully seized and possessed on this aforementioned tract or parcel of land; that they have a good and lawful right to sell and convey it; and that they will warrant the title and quiet possession thereto against the lawful claim of all persons, subject to easements of record.

The said easement to include the right to cut back and trim such portion of the branches and tops of the trees now growing or that may hereafter grow upon the above described premises, as may extend over said right-of-way, so as to prevent the same from interfering with the efficient maintenance and operation of said public highway.

In the event the right, privilege and easement herein granted shall be abandoned and permanently cease to be used for the purposes herein granted all rights herein granted shall cease and revert to the grantors, their heirs or assigns.

Wherever in the foregoing instrument the plural is used, it will be read as singular when necessary, and wherever words indicating gender are employed they will apply to either masculine, feminine or neuter as the context requires.

23

DM13834R1049

NOW THEREFORE, in consideration of the same and further consideration hereinafter set forth, it is agreed, that this instrument contains the entire agreement between the parties hereto there being no further consideration paid than herein specified.

THE COUNTY OF MARICOPA AGREES:

- A. To use the above described land for the general welfare and benefit of the public.

THE GRANTORS AGREE:

- 1. To grant an easement for the above described land to the County of Maricopa for the general welfare and benefit of the public.
- 2. That acceptance of this dedication in no way obligates Maricopa County to construct or maintain a roadway within the right-of-way granted by this document.
- 3. It is further agreed that any existing encroachments within the right-of-way granted by this easement will be removed or relocated to Grantor's remaining property at no expense to County.

Dated this 23 day of July, 1979

Grantor

Grantor

*Charles Oney*

Grantor

Grantor

*Mary Kathryn Oney*

STATE OF ARIZONA }  
COUNTY OF MARICOPA } ss.

Subscribed and sworn to before me this 23 day of July, 1979

My commission expires Feb 7, 1980

Notary Public

SEAL:

*Bertha Baer*

Recommended for approval: Walter Schubert  
Right of Way Agent

Deputy County Engineer

ACCEPTED:  
MARICOPA COUNTY BOARD OF  
SUPERVISORS

ATTEST:

by Stanley Thomson  
Chairman of the Board

Clerk of Board of Supervisors

Date AUG 6 1979

I do hereby certify that the within named instrument was recorded at request of  
AR 16038 Pg 222-233 MARICOPA CO. BD. OF SUPERVISORS

EASEMENT (ES)  
Fee: **N-C**

\_\_\_\_\_, Records of Maricopa County, Arizona.  
WITNESS my hand and official seal the day and year aforesaid.

**BILL HENRY**

By R. Brooks  
Deputy Recorder

County Recorder  
When recorded return to: MARICOPA COUNTY BOARD OF SUPERVISORS

Recorded at Request of  
\_\_\_\_\_  
Deputy Recorder

**EASEMENT AND AGREEMENT FOR HIGHWAY PURPOSES** 104-71-7D ✓

Project No. 30107 - 67th Ave @ Salt River

Item No. U-1093

Gary R. Smith and Anna M. Smith, his wife

**GRANTORS,**

for and in consideration of the sum of One Dollar and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant to MARICOPA COUNTY, a political subdivision of the State of Arizona, its successors, and assigns, a permanent easement and right-of-way, for the following purposes, namely: The right to enter upon the hereinafter described land and grade, level, fill, drain, pave, build, maintain, repair and rebuild a road or highway, including incidental purposes consistent therewith, together with such bridges, culverts, ramps and cuts as may be necessary, on, over, under, and across the ground embraced within the right-of-way situated in the County of Maricopa, State of Arizona, and described as follows:

The West Twenty-two (22) feet of the East Fifty-five Feet of that part of the Southeast one-quarter of the Southeast one-quarter (SE $\frac{1}{4}$  of SE $\frac{1}{4}$ ) of Section Twenty-five (25), Township One (1) North, Range One (1) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona described as follows:

N.C.M.D.  
Noted  
JAF  
7/19/82  
WDA  
7/13/82  
Approved  
CPC  
5/4/82

BEGINNING at the Northeast corner of the Southeast one-quarter of the Southeast one-quarter (SE $\frac{1}{4}$  of SE $\frac{1}{4}$ ) of said Section 25; thence South 6°39' East along the East line of said Section 25, a distance of 169.32 feet to the true point of beginning; thence North 89°49' West parallel to the North line of the Southeast one-quarter of the Southeast one-quarter (SE $\frac{1}{4}$  of SE $\frac{1}{4}$ ) of said Section 25, a distance of 771.36 feet to the East line of the parcel of land described in Judgment entered in Cause No. 81874, a certified copy of which is recorded in Docket 1564, Page 491; thence South 6°30' East along said East line a distance of 56.44 feet; thence South 89°49' East and parallel to the North line of the Southeast one-quarter of the Southeast one-quarter (SE $\frac{1}{4}$  of SE $\frac{1}{4}$ ) of said Section 25, a distance of 771.36 feet to the East line of said Section 25; thence North 6°39' West along the East line of said Section 25, a distance of 56.44 feet to the point of beginning.

MARICOPA COUNTY  
CLERK  
OFFICE  
200 NORTH CENTER  
PHOENIX, ARIZONA



To have and to hold the said easement and right-of-way unto Maricopa County, a political subdivision of the State of Arizona and unto its successors and assigns forever, together with the right of ingress and egress to permit the economical operation and maintenance of said public highway and all incidents thereto, and together with the right to authorize, permit, and license the use thereof for utilities or other public purposes not inconsistent with its primary use as a highway.

And the Grantors hereby covenant that they are lawfully seized and possessed on this aforementioned tract or parcel of land; that they have a good and lawful right to sell and convey it; and that they will warrant the title and quiet possession thereto against the lawful claim of all persons, subject to easements of record.

The said easement to include the right to cut back and trim such portion of the branches and tops of the trees now growing or that may hereafter grow upon the above described premises, as may extend over said right-of-way, so as to prevent the same from interfering with the efficient maintenance and operation of said public highway.

In the event the right, privilege and easement herein granted shall be abandoned and permanently cease to be used for the purposes herein granted all rights herein granted shall cease and revert to the grantors, their heirs or assigns.

Wherever in the foregoing instrument the plural is used, it will be read as singular when necessary, and wherever words indicating gender are employed they will apply to either masculine, feminine or neuter as the context requires.

NOW THEREFORE, in consideration of the same and further consideration hereinafter set forth, it is agreed, that this instrument contains the entire agreement between the parties hereto there being no further consideration paid than herein specified.

THE COUNTY OF MARICOPA AGREES:

- A. To use the above described land for the general welfare and benefit of the public.

DKT 16038PG 283

THE GRANTOR \_\_\_\_\_ AGREE \_\_\_\_\_:

- 1. To grant an easement for the above described land to the County of Maricopa for the general welfare and benefit of the public.

Dated this 29<sup>TH</sup> day of APRIL, 1982

Grantor: Samy R. Smith  
Grantor: Anna M. Smith

Grantor \_\_\_\_\_  
Grantor \_\_\_\_\_

STATE OF ARIZONA }  
COUNTY OF MARICOPA } ss.

Subscribed and sworn to before me this 29<sup>TH</sup> day of APRIL, 1982

My commission expires My Commission Expires August 21, 1984

James W. Davis Jr.  
Notary Public  
Deputy County Engineer  
SEAL:

Recommended for approval: James W. Davis Jr.  
Right of Way Agent

ACCEPTED:  
MARICOPA COUNTY BOARD OF SUPERVISORS  
by: Spurlin Atkinson  
ACTING Chairman of the Board

ATTEST:  
Cherie Birmingham  
Clerk of Board of Supervisors

Date: MAY 17 1982

PHOTOSTATIC COPIES REQUESTED  
MARICOPA COUNTY HIGHWAY DEPT.  
PHOTOGRAPHY & CO. INC.

WHEN RECORDED RETURN TO:  
Maricopa County Highway Dept.

MAY 6 1982 -4 45

DKT # 00701130

Part of hereby certify that the within named instrument was recorded at request of  
*Sackett* **16007** Page 1130-1131 MARICOPA CO. BD. OF SUPERVISORS

Fee No.:  
*D15268*  
**140379**

\_\_\_\_\_, Records of Maricopa County, Arizona.  
WITNESS my hand and official seal the day and year aforesaid.

Fee: *h.c*

**BILL HENRY**

By

*Sally D...*

County Recorder

Deputy Recorder

When recorded return to: MARICOPA COUNTY BOARD OF SUPERVISORS

Recorded at Request of  
Board of Supervisors.

EASEMENT (ES)

**EASEMENT AND AGREEMENT FOR HIGHWAY PURPOSES**

104-71-7C /

Project No. 30107 - 67th Ave @ Salt River

Item No. U-1094

*B.L. Clifton And Doris F. Clifton* GRANTORS,

for and in consideration of the sum of One Dollar and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant to MARICOPA COUNTY, a political subdivision of the State of Arizona, its successors, and assigns, a permanent easement and right-of-way, for the following purposes, namely: The right to enter upon the hereinafter described land and grade, level, fill, drain, pave, build, maintain, repair and rebuild a road or highway, including incidental purposes consistent therewith, together with such bridges, culverts, ramps and cuts as may be necessary, on, over, under, and across the ground embraced within the right-of-way situated in the County of Maricopa, State of Arizona, and described as follows:

The West Twenty-two (22) feet of the East Fifty-five (55) feet of that part of the Southeast one-quarter of the Southeast one-quarter (SE $\frac{1}{4}$  of SE $\frac{1}{4}$ ) of Section Twenty-five (25), Township One (1) North, Range One (1) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona described as follows:

M.C.H.D.  
Proofed  
*TK*  
*7/13/82*  
Checked  
*TK*  
*7/13/82*  
Approved  
*TK*  
*7/13/82*

BEGINNING at the Northeast corner of the Southeast one-quarter of the Southeast one-quarter (SE $\frac{1}{4}$  of SE $\frac{1}{4}$ ) of said Section 25; thence South 6° 39' East along the East line of said Section 25 a distance of 169.32 feet; thence North 89°49' West parallel to the North line of the Southeast one-quarter of the Southeast one-quarter (SE $\frac{1}{4}$  of SE $\frac{1}{4}$ ) of said Section 25, a distance of 771.36 feet to the East line of the parcel of land described in Judgment entered in Cause No. 81874, a certified copy of which is recorded in Docket 1564, Page 491; thence North 6°39' West along said East line a distance of 169.32 feet to the North line of the Southeast one-quarter of the Southeast one-quarter of said Section 25; thence East along the North line of the Southeast one-quarter of the Southeast one-quarter (SE $\frac{1}{4}$  of SE $\frac{1}{4}$ ) of Section 25 a distance of 771.36 feet to the point of beginning.



To have and to hold the said easement and right-of-way unto Maricopa County, a political subdivision of the State of Arizona and unto its successors and assigns forever, together with the right of ingress and egress to permit the economical operation and maintenance of said public highway and all incidents thereto, and together with the right to authorize, permit, and license the use thereof for utilities or other public purposes not inconsistent with its primary use as a highway.

And the Grantors hereby covenant that they are lawfully seized and possessed on this aforementioned tract or parcel of land; that they have a good and lawful right to sell and convey it; and that they will warrant the title and quiet possession thereto against the lawful claim of all persons, subject to easements of record.

The said easement to include the right to cut back and trim such portion of the branches and tops of the trees now growing or that may hereafter grow upon the above described premises, as may extend over said right-of-way, so as to prevent the same from interfering with the efficient maintenance and operation of said public highway.

In the event the right, privilege and easement herein granted shall be abandoned and permanently cease to be used for the purposes herein granted all rights herein granted shall cease and revert to the grantors, their heirs or assigns.

Wherever in the foregoing instrument the plural is used, it will be read as singular when necessary, and wherever words indicating gender are employed they will apply to either masculine, feminine or neuter as the context requires.

NOW THEREFORE, in consideration of the same and further consideration hereinafter set forth, it is agreed, that this instrument contains the entire agreement between the parties hereto there being no further consideration paid than herein specified.

DKI 160077c1131

THE COUNTY OF MARICOPA AGREES:

- A. To use the above described land for the general welfare and benefit of the public.
- B. To pay the Grantor the sum of Eight Hundred and Fifty Dollars (\$850) for the right-of-way described herein.

THE GRANTOR AGREE:

- 1. To grant an easement for the above described land to the County of Maricopa for the general welfare and benefit of the public.
- 2. To accept the sum of Eight Hundred and Fifty Dollars (\$850) for the right-of-way described herein.

Dated this 2 day of April, 1982

B. L. Clifton Grantor  
Doris F. Clifton Grantor

STATE OF ARIZONA }  
COUNTY OF MARICOPA } ss.

Subscribed and sworn to before me this 2 day of April, 1982

My commission expires June 9, 1983 Suzanne E. Peterson SEAL:  
Notary Public

Recommended for approval by Juan W. Davis Right of Way Agent  
Deputy County Engineer

ACCEPTED:  
MARICOPA COUNTY BOARD OF SUPERVISORS

by Dennis [Signature] Chairman of the Board  
Cherie [Signature] Clerk of Board of Supervisors

Date 4-19-82

Individual Acknowledgment

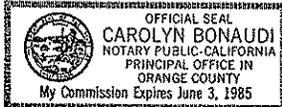
STATE OF CALIFORNIA }  
COUNTY OF ORANGE } ss.

On APRIL 7, 1982  
before me, the undersigned, a Notary Public in and for said State, personally appeared  
DORIS FAYE CLIFTON

to be the person, (X) whose name (S) is (M) subscribed to the within instrument and acknowledged that SHE executed the same.

WITNESS my hand and official seal.  
Signature Carolyn Bonaudi

CAROLYN BONAUDI  
Notary's Name (Typed or Printed)



PHOTOSTATIC COPIES REQUESTED BY COUNTY CLERK

MAY 20 1982 -3 45

I do hereby certify that the within named instrument was recorded at request of  
MARICOPA CO. BD. OF SUPERVISORS

Fee No.:  
EASEMENT ~~ES~~

*DKT 16038 Pg 234-285*

\_\_\_\_\_, Records of Maricopa County, Arizona.  
WITNESS my hand and official seal the day and year aforesaid.

Fee: **NC**

**BILL HENRY**

By *R. D. [Signature]*

County Recorder

Deputy Recorder

When recorded return to: MARICOPA COUNTY BOARD OF SUPERVISORS

Recorded at Request of  
Board of Supervisors

### EASEMENT AND AGREEMENT FOR HIGHWAY PURPOSES 104-71-1 ✓

Project No. 30107 - 67th Ave @ Salt River

Item No. U-1095

Thelma D. Reeves and Lillian Victoria Reeves

#### GRANTORS,

for and in consideration of the sum of One Dollar and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant to MARICOPA COUNTY, a political subdivision of the State of Arizona, its successors, and assigns, a permanent easement and right-of-way, for the following purposes, namely: The right to enter upon the hereinafter described land and grade, level, fill, drain, pave, build, maintain, repair and rebuild a road or highway, including incidental purposes consistent therewith, together with such bridges, culverts, ramps and cuts as may be necessary, on, over, under, and across the ground embraced within the right-of-way situated in the County of Maricopa, State of Arizona, and described as follows:

The West Twenty-two (22) feet of the East Fifty-five (55) feet of that part of the North one-half of the Southeast one-quarter (N $\frac{1}{2}$  of SE $\frac{1}{4}$ ) of Section Twenty-five (25), Township One (1) North, Range One (1) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona described as follows:

H.C.R.D.  
Proved  
*JRF*  
*7/9/81*  
Approved  
*JRF*  
*7/13/81*  
Recorded  
*JRF*  
*7/17/81*

BEGINNING at a point on the East line of said North one-half of the Southeast one-quarter (N $\frac{1}{2}$  of SE $\frac{1}{4}$ ) which bears South 6°59' East 665.98 feet from the Northeast corner thereof; thence South 74°33' 45" West 1329.70 feet; thence South 70°23'45" West 403.27 feet; thence South 81°31' 45" West 904.64 feet to a point on the West line of said North one-half of the Southeast one-quarter (N $\frac{1}{2}$  of SE $\frac{1}{4}$ ); thence South 7°01' 45" East 398.36 feet along the West line of said North one-half of the Southeast one-quarter (N $\frac{1}{2}$  of SE $\frac{1}{4}$ ) to the Southwest corner thereof; thence South 89°57'15" East 2632.58 feet along the South line of said North one-half of the Southeast one-quarter (N $\frac{1}{2}$  of SE $\frac{1}{4}$ ) to the Southeast corner thereof; thence North 6°59' West 1027.54 feet along the East line of said North one-half of the Southeast one-quarter (N $\frac{1}{2}$  of SE $\frac{1}{4}$ ) to the place of beginning.



801

To have and to hold the said easement and right-of-way unto Maricopa County, a political subdivision of the State of Arizona and unto its successors and assigns forever, together with the right of ingress and egress to permit the economical operation and maintenance of said public highway and all incidents thereto, and together with the right to authorize, permit, and license the use thereof for utilities or other public purposes not inconsistent with its primary use as a highway.

And the Grantors hereby covenant that they are lawfully seized and possessed on this aforementioned tract or parcel of land; that they have a good and lawful right to sell and convey it; and that they will warrant the title and quiet possession thereto against the lawful claim of all persons, subject to easements of record.

The said easement to include the right to cut back and trim such portion of the branches and tops of the trees now growing or that may hereafter grow upon the above described premises, as may extend over said right-of-way, so as to prevent the same from interfering with the efficient maintenance and operation of said public highway.

In the event the right, privilege and easement herein granted shall be abandoned and permanently cease to be used for the purposes herein granted all rights herein granted shall cease and revert to the grantors, their heirs or assigns.

Wherever in the foregoing instrument the plural is used, it will be read as singular when necessary, and wherever words indicating gender are employed they will apply to either masculine, feminine or neuter as the context requires.

NOW THEREFORE, in consideration of the same and further consideration hereinafter set forth, it is agreed, that this instrument contains the entire agreement between the parties hereto there being no further consideration paid than herein specified.

THE COUNTY OF MARICOPA AGREES:

- A. To use the above described land for the general welfare and benefit of the public.
- B. To relocate existing berm outside the new right-of-way line as described herein.

DKT 16038 PG 285

THE GRANTOR \_\_\_\_\_ AGREE \_\_\_\_\_:

- 1. To grant an easement for the above described land to the County of Maricopa for the general welfare and benefit of the public.
- 2. That Maricopa County may enter upon the remainder of Grantor's property for the purpose of accomplishing #B above.

Dated this 16<sup>TH</sup> day of DECEMBER, 1981.

Shelma D. Reeves  
Grantor

\_\_\_\_\_  
Grantor

Lillian Victoria R.  
Grantor

\_\_\_\_\_  
Grantor

STATE OF ARIZONA  
COUNTY OF MARICOPA



Subscribed and sworn to before me this 16<sup>TH</sup> day of DECEMBER, 1981

My commission expires My Commission Expires August 21, 1984

James W. Davis, Jr. SEAL:  
Notary Public

Recommended for approval: James W. Davis, Jr.  
Right of Way Agent

[Signature]  
Deputy County Engineer

ACCEPTED:  
MARICOPA COUNTY BOARD OF SUPERVISORS  
by [Signature]  
Chairman of the Board

ATTEST:  
[Signature]  
Clerk of Board of Supervisors

Date MAY 17 1982

PHOTOSTATIC COPIES REQUESTED  
MARICOPA COUNTY BOARD OF SUPERVISORS

I do hereby certify that the within named instrument was recorded at request of  
MARICOPA CO. BD. OF SUPERVISORS

Fee No.:

16038 Pg 286-287

Records of Maricopa County, Arizona.  
WITNESS my hand and official seal the day and year aforesaid.

EASEMENT

Fee: N-C

BILL HENRY

By *R Brooks*

County Recorder

Deputy Recorder

When recorded return to: MARICOPA COUNTY BOARD OF SUPERVISORS

Recorded at Request of  
Board of Supervisors.

EASEMENT AND AGREEMENT FOR HIGHWAY PURPOSES 104-71-10 ✓

Project No. 30107 - 67th Ave @ Salt River

Item No. U-1096

Louise M. Lottes

GRANTORS,

for and in consideration of the sum of One Dollar and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant to MARICOPA COUNTY, a political subdivision of the State of Arizona, its successors, and assigns, a permanent easement and right-of-way, for the following purposes, namely: The right to enter upon the hereinafter described land and grade, level, fill, drain, pave, build, maintain, repair and rebuild a road or highway, including incidental purposes consistent therewith, together with such bridges, culverts, ramps and cuts as may be necessary, on, over, under, and across the ground embraced within the right-of-way situated in the County of Maricopa, State of Arizona, and described as follows:

The South 379.80 feet of the West Twenty-two (22) feet of the East Fifty-five (55) feet of that part of the North one-half of the Southeast one-quarter (N $\frac{1}{2}$  of SE $\frac{1}{4}$ ) of Section Twenty-five (25), Township One (1) North, Range One (1) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona described as follows:

M.C.R.D.  
Proofed  
JRE  
W.N.H.  
7/19/81  
Checked  
W.N.H.  
7/13/81  
Approved  
JRE  
5/14/82

BEGINNING at the Northeast corner of said North one-half of the Southeast one-quarter (N $\frac{1}{2}$  of SE $\frac{1}{4}$ ); running thence South 6°59' East along the East line thereof a distance of 665.98 feet to a point from which the Southeast corner of said North one-half of the Southeast one-quarter (N $\frac{1}{2}$  of SE $\frac{1}{4}$ ) bears South 6°59' East a distance of 1027.54 feet; thence South 74°33'45" West a distance of 1329.70 feet; thence South 70°23'45" West a distance of 403.27 feet; thence South 81°31'45" West a distance of 904.64 feet to a point on the West line of said North one-half of the Southeast one-quarter (N $\frac{1}{2}$  of SE $\frac{1}{4}$ ) from which the Southwest corner thereof bears South 7°01'45" East a distance of 398.36 feet; thence North 7°01'45" West along the West line of said North one-half of the Southeast one-quarter (N $\frac{1}{2}$  of SE $\frac{1}{4}$ ) a distance of 1308.81 feet more or less to the Northwest corner thereof; thence South 89°45' East along the North line of said North one-half of Southeast one-quarter (N $\frac{1}{2}$  of SE $\frac{1}{4}$ ) a distance of 2633.94 feet to the Northeast corner thereof, the point of beginning.



MARICOPA COUNTY BOARD OF SUPERVISORS  
OFFICE OF THE COUNTY CLERK  
100 N. GILBERT AVENUE  
PHOENIX, ARIZONA 85004

To have and to hold the said easement and right-of-way unto Maricopa County, a political subdivision of the State of Arizona and unto its successors and assigns forever, together with the right of ingress and egress to permit the economical operation and maintenance of said public highway and all incidents thereto, and together with the right to authorize, permit, and license the use thereof for utilities or other public purposes not inconsistent with its primary use as a highway.

And the Grantors hereby covenant that they are lawfully seized and possessed on this aforementioned tract or parcel of land; that they have a good and lawful right to sell and convey it; and that they will warrant the title and quiet possession thereto against the lawful claim of all persons, subject to easements of record.

The said easement to include the right to cut back and trim such portion of the branches and tops of the trees now growing or that may hereafter grow upon the above described premises, as may extend over said right-of-way, so as to prevent the same from interfering with the efficient maintenance and operation of said public highway.

In the event the right, privilege and easement herein granted shall be abandoned and permanently cease to be used for the purposes herein granted all rights herein granted shall cease and revert to the grantors, their heirs or assigns.

Wherever in the foregoing instrument the plural is used, it will be read as singular when necessary, and wherever words indicating gender are employed they will apply to either masculine, feminine or neuter as the context requires.

NOW THEREFORE, in consideration of the same and further consideration hereinafter set forth, it is agreed, that this instrument contains the entire agreement between the parties hereto there being no further consideration paid than herein specified.

THE COUNTY OF MARICOPA AGREES:

- A. To use the above described land for the general welfare and benefit of the public.

THE GRANTOR AGREE S:

- 1. To grant an easement for the above described land to the County of Maricopa for the general welfare and benefit of the public.

Dated this 27th day of January, 1982

Grantor \_\_\_\_\_

Grantor LOUISE M. LOTTES

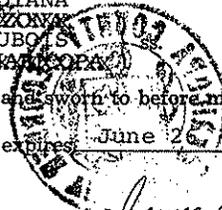
Grantor \_\_\_\_\_

Grantor \_\_\_\_\_

INDIANA  
STATE OF ARIZONA  
DUBOIS  
COUNTY OF MARICOPA

Subscribed and sworn to before me this 27th day of January, 1982

My commission expires June 26, 1982



Clemence A. Nordhoff SEAL:  
Notary Public Clemence A. Nordhoff  
Resident of Dubois County, Indiana

Recommended for approval: James W. Davis, Jr.  
Right of Way Agent

Matthew  
Deputy County Engineer

ACCEPTED:  
MARICOPA COUNTY BOARD OF SUPERVISORS  
by Charles Robinson  
Chairman of the Board

ATTEST:  
Cherie Pennington  
Clerk of Board of Supervisors

Date MAY 17, 1982

PHOTOSTATIC COPIES REQUESTED  
MARICOPA COUNTY HIGHWAY DEPT.  
MARICOPA COUNTY P & Z COMM.

STATE OF ARIZONA  
County of Maricopa

DKT 5042 PAGE 420

ss. I hereby certify that the within instrument was filed and recorded

06542  
Fee No.

IN DOCKET & Page DKT 5042 PAGE 420 and indexed in

90638

1964 MAY 8 1 21  
MARICOPA CO. BD. OF SUPERVISORS

01-DEED

When recorded, return to:  
Maricopa County Board of Supervisors

Witness my hand and official seal.

CLIFFORD H. WARD  
County Recorder

Compared  
Photostated  
Fee:

**NO CHARGE**  
Recorded at Request of  
Board of Supervisors.

By

*E. Scallon*  
Deputy Recorder

*n/c*

### EASEMENT FOR HIGHWAY PURPOSES

ITEM NO. DD 2600

R/W Z-583

JAMES W. ALLAN AND LOUISE ALLAN, his wife 104-20-1

#### GRANTORS,

for and in consideration of the sum of One Dollar and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant to MARICOPA COUNTY, a political subdivision of the State of Arizona, its successors, and assigns, a permanent easement and right-of-way, for the following purposes, namely: The right to enter upon the hereinafter described land and grade, level, fill, drain, pave, build, maintain, repair and rebuild a road or highway, including incidental purposes consistent therewith, together with such bridges, culverts, ramps and cuts as may be necessary, on, over, under, and across the ground embraced within the right-of-way situated in the County of Maricopa, State of Arizona, and described as follows:

The East Twenty-two(22) feet of the West Fifty-five(55) feet and the North Twenty-two(22) feet of the South Fifty-five(55) feet of the West One-half of the Southwest One-quarter of the Southwest One-quarter( $W\frac{1}{2}$  of  $SW\frac{1}{4}$  of  $SW\frac{1}{4}$ ) of Section Twenty-five (25), Township One(1) North, Range One(1) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

M.C.H.D.  
Proofed  
*1985*  
*1985*  
Checked  
*1985*  
*4/22/64*  
Approved  
*1985*  
*4/22/64*

To have and to hold the said easement and right-of-way unto Maricopa County, a political subdivision of the State of Arizona and unto its successors and assigns forever, together with the right of ingress and egress to permit the economical operation and maintenance of said public highway and all incidents thereto, and together with the right to authorize, permit, and license the use thereof for utilities or other public purposes not inconsistent with its primary use as a highway.

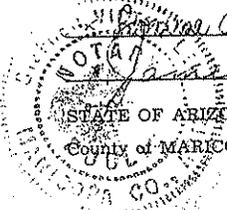
And the Grantors hereby covenant that they are lawfully seized and possessed on this aforementioned tract or parcel of land; that they have a good and lawful right to sell and convey it; and that they will warrant the title and quiet possession thereto against the lawful claim of all persons.

The said easement to include the right to cut back and trim such portion of the branches and tops of the trees now growing or that may hereafter grow upon the above described premises, as may extend over said right-of-way, so as to prevent the same from interfering with the efficient maintenance and operation of said public highway.

In the event the right, privilege and easement herein granted shall be abandoned and permanently cease to be used for the purposes herein granted all rights herein granted shall cease and revert to the grantors, their heirs or assigns.

Wherever in the foregoing instrument the plural is used, it will be read as singular when necessary, and wherever words indicating gender are employed they will apply to either masculine, feminine or neuter as the context requires.

Dated this 2<sup>nd</sup> day of May, 1964



*James W. Allan* (Seal) \_\_\_\_\_ (Seal)

*Louise W. Allan* (Seal) \_\_\_\_\_ (Seal)

This instrument was acknowledged before me this 6<sup>th</sup> day of

May, 1964 by

JAMES W. ALLAN AND LOUISE ALLAN, his wife

FORM 95-16 (REV. 7-24-63)

*Stephen Victor Lee*  
Notary Public

My commission expires My Commission Expires Jan. 22, 1967.

28

# ANSAC Item or Tab Separator Page

This page represents either the beginning of a separate document or a tabbed page where the tab has been removed because the tab will not copy.



# United States Department of the Interior

## BUREAU OF LAND MANAGEMENT

ARIZONA STATE OFFICE  
2400 VALLEY BANK CENTER  
PHOENIX, ARIZONA 85073  
(602) 261-4774

EASEMENT (ES)

R/W (943)  
A-17221 (JLJ)

WHEN RECORDED RETURN TO:  
Maricopa County Highway Dept.  
Real Estate Division

Received at Request of  
Board of Supervisors.

January 20, 1982 104-66-

### DECISION

RIGHT-OF-WAY GRANTED 1/

### Details of Grant

DKT 15786 PG 704 ✓  
67 AVE / SALT RIVER XING  
104-7-600 A  
SEC 30-1N25, Lot 3  


Serial Number of Grant: A-17221

Name of Grantee: Maricopa County Board of Supervisors

Map Showing the Location and Dimensions of Grant:

Map Designations: WO 30107; U-1098

Date Filed: August 6, 1981

Permitted Use by Grantee: Easement for road (150' width from Station 16+93.09 to Station 24+00 and 55' width from Station 24+00 to Station 33+86.18)

Authority for Grant: Act of October 21, 1976, 90 Stat. 2776,  
43 U.S.C. 1761 (Public Law 94-579)

Regulations Applicable to Grant:

Code Reference: 43 CFR 2800

Circular Numbers: 2468

Date of Grant: January 20, 1982

Expiration Date of Grant: January 19, 2012

Rental: None. (Governmental agency)

Amount: \_\_\_\_\_

When Payable by Grantee: \_\_\_\_\_

ACCEPTANCE BY APPLICANT: Applicant hereby accepts all terms and conditions of the grant, as set forth in the attachments hereto.

  
\_\_\_\_\_  
Applicant's Signature  
CHAIRMAN BOARD OF SUPERVISORS  
Maricopa County, Arizona  
\_\_\_\_\_  
Title

JAN 4 1982  
\_\_\_\_\_  
Date

1/ Grant effective when executed and dated by the Bureau of Land Management Authorized Officer.

Terms and Conditions of Grant

Pursuant to the authority vested in the undersigned officer by Bureau Order No. 701 of July 23, 1964 (20 F.R. 10526), a right-of-way, the details of which are shown above, is hereby granted, subject to the following terms and conditions:

1. All valid rights existing on the date of the grant;
2. All applicable regulations in 43 CFR 2800 and regulations to be promulgated by the Secretary of the Interior pursuant to the Federal Land Policy and Management Act of October 21, 1976 (P.L. 94-579);
3. The right-of-way herein granted shall be subject to the express covenant that it will be modified, adapted, or discontinued if found by the Secretary to be necessary, without liability or expense to the United States, so as not to conflict with the use and occupancy of the land for any authorized works which may be hereafter constructed thereon under the authority of the United States;
4. At least 10 days in advance of beginning construction activities on the public lands, the grantee shall submit a timetable of construction to the appropriate BLM District Manager. (If construction is to begin upon receipt of the permit, the grantee shall immediately contact the District Manager to advise of the immediate construction, and to discuss the timetable of construction.)
5. The permittee shall survey and clearly mark the exterior limits of the right-of-way during construction. All activities directly or indirectly associated with construction or maintenance must be conducted within the limits of the right-of-way; removal of vegetation shall be restricted to that absolutely essential to construction or maintenance;
6. The permittee shall immediately report to the Bureau of Land Management authorized officer any archaeological (prehistoric and historic) or paleontological remains that are encountered during construction or maintenance, and will suspend all work in connection with the right-of-way until final archaeological or paleontological clearance is granted;

7. The permittee shall comply with the applicable Federal and State laws and regulations concerning the use of pesticides (i.e., insecticides, herbicides, fungicides, rodenticides, and other similar substances) in all activities/operations under this permit. The permittee shall obtain from the BLM Authorized Officer approval of a written plan prior to the use of such substances. The plan must provide the type and quantity of material to be used; the pest, insect, fungus, etc. to be controlled; the method of application; the location for storage and disposal of containers; and other information that the BLM Authorized Officer may require. The plan should be submitted no later than December 1 of any calendar year that covers the proposed activities for the next fiscal year (i.e., December 1 deadline for the Federal fiscal year beginning the following October 1). Emergency use of pesticides may at times be necessary; in these instances, notification shall be furnished the BLM Authorized Officer either by telephone or personal visit prior to application of the pesticide. The use of substances on or near the right-of-way shall be in accordance with the approved plan. A pesticide shall not be used if the Secretary of the Interior has prohibited its use. A pesticide shall be used only in accordance with its registered uses and within other limitations if the Secretary has imposed limitations. Pesticides shall not be permanently stored on public lands authorized for use under this permit.
8. The permittee shall, subsequent to construction and prior to commencing operations, submit to the BLM Authorized Officer a Certificate of Construction, verifying that the facility has been constructed and tested in accordance with the terms of the right-of-way grant, and in compliance with any required plans and specifications, and applicable Federal and State laws and regulations.
9. Upon completion of construction, the lands within the right-of-way, but lying outside the area of construction, shall be restored to as near their natural condition as possible, subject to approval by the District Manager;
10. This right-of-way reserves to the Secretary of the Interior, or lawful delegate, the right to grant additional rights-of-way or permits for compatible uses over, under or adjacent to the land involved in this grant;
11. This right-of-way may be renewed. If renewed, the right-of-way will be subject to regulations existing at the time of renewal, and such other terms and conditions deemed necessary to protect the public interest;

12. This permit is issued subject to the enclosed Civil Rights Stipulations, Form 1814-2 and Form 1814-3.
13. This permit shall be reviewed at the end of the twentieth year and at regular intervals thereafter.
14. This permit is issued subject to the enclosed Bureau of Reclamation Stipulation, Form 300-8(a).
15. This permit is issued subject to all existing Salt River Project facilities, including fencing, ditches, culverts, and a powerline. Any relocation or modification of Salt River Project's facilities required in connection with this road right-of-way shall be at the permittee's expense.

Public lands affected by this right-of-way are described as follows:

T. 1 N., R. 2 E., GSR Mer., Arizona  
Section 30, lot 3.

  
Mario L. Lopez  
Chief, Branch of Lands and Minerals Operations

Enclosures

- Encl. 1 - Fence Instructions
- Encl. 2 - Certificate of Construction
- Encl. 3 - Form 1814-2
- Encl. 4 - Form 1814-3
- Encl. 5 - Form 300-8(a)

cc: Regional Director, Lower Colorado Regional Office, Bureau of Reclamation,  
P. O. Box 427, Boulder City, Nevada 89005  
X Maricopa County Highway Department, 3325 West Durango Street, Phoenix,  
Arizona 85009  
Phoenix District Office, BLM

JAN 25 1982 -4 45

STATE OF ARIZONA }  
County of Maricopa } ss

I hereby certify that the within instrument was filed and recorded at request of

County Highway

in Docket 15786  
on Page 704-707

Witness my hand and official seal the day and year aforesaid.

*Bill Henry*

By *William Henry* County Recorder  
Deputy Recorder

N.C

# ANSAC Item or Tab Separator Page

This page represents either the beginning of a separate document or a tabbed page where the tab has been removed because the tab will not copy.

heroby certify that the within named instrument was recorded at request of Fee No.: D15277

WHEN RECORDED RETURN TO: MARICOPA CO. BD. OF SUPERVISORS 156249  
Maricopa County Highway Dept. DRP 16038 Pg 289-290  
EASEMENT (ES)

Witness my hand and official seal the day and year aforesaid. MAY 20 1982 -3 45

Fee: N-C

BILL HENRY

By [Signature]  
Deputy Recorder

County Recorder  
When recorded return to: MARICOPA COUNTY BOARD OF SUPERVISORS

Recorded at Request of  
Chief of Supervisors

DRAINAGE  
EASEMENT

104-71-2A  
DKT 16038 PG 289

Project # 30107 - 67th Ave @ Salt River

Item # U-1097-2

KNOW ALL MEN BY THESE PRESENTS:

That Ancord Inc., a Delaware Corporation 104-72-2A

hereinafter called the GRANTOR, for and in consideration of the sum of One Dollar and other valuable consideration, receipt of which is hereby acknowledged, has granted and does hereby grant unto Maricopa County, a political subdivision of the State of Arizona hereinafter called the GRANTEE, and to its agents, successors and assigns, the right, privilege and easement to:

construct and maintain a drainage channel and appurtenant structures.  
through, over, under and across lands owned by the GRANTOR, the particular location of said easement being described as follows:

The East 95 feet of the West 150 feet of that part of the South one-half of the Southwest one-quarter (S $\frac{1}{2}$  of SW $\frac{1}{4}$ ) of Section Thirty (30), Township One (1) North, Range Two (2) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona lying Northerly of the Easterly prolongation of the line of Engineer's Highway Station 12+00 as shown on the approved plans for 67th Avenue at the Salt River, Work Order No. 30107, Maricopa County Highway Department, Maricopa County, Arizona.. (Map illustrating same attached hereto and made a part hereof.)

Grantee agrees to indemnify and hold harmless Grantor against any and all demands, damages, suits, actions, expenses, costs and judgments that may be brought or had against Grantor for any injury or death to any person or persons or damage to property that is caused by the presence or operations of Grantee, its contractors, agents and employees.

The GRANTEE or its agents, successors and assigns shall at all times have the right of full and free ingress and egress to said easement for the purposes heretofore specified.

The covenants and agreements herein set forth shall extend and inure in favor and to the benefit of and shall be binding on the heirs, successors in ownership and estate, assigns and lessees of the respective parties hereto.

Dated this 19th day of January, 1982.

AMCORD, INC.

Grantor

GH LAW DEPT  
Atty [Signature]  
Date 1-18-82

By:

[Signature]

Grantor Robert V. Barnes, Exec. Vice-President Grantor



TEXAS  
STATE OF ~~ARIZONA~~  
DALLAS } ss.  
COUNTY OF ~~MARICOPA~~

Subscribed and sworn to before me this 19th day of January, 1982

My commission expires 3-1-85 [Signature] SEAL:  
Notary Public

Recommended for approval: [Signature]  
Right of Way Agent

ATTEST: [Signature]  
County Engineer

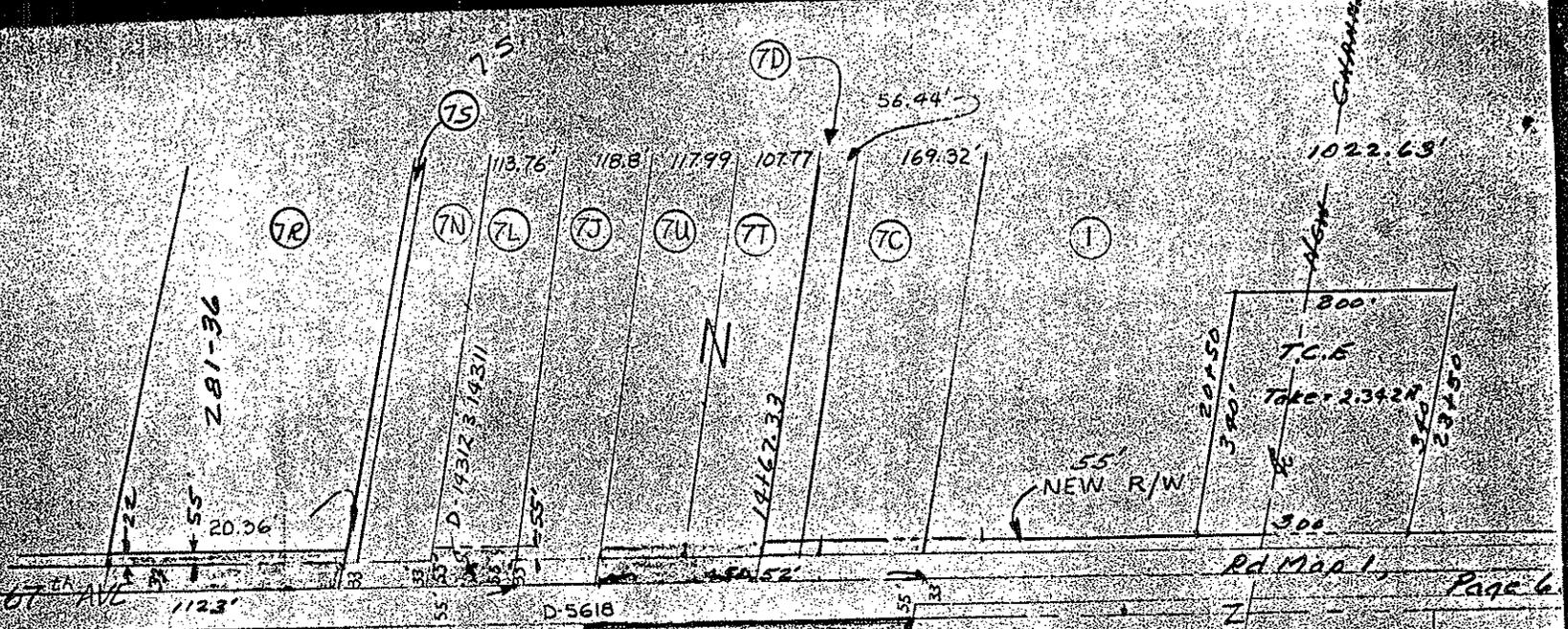
ACCEPTED:  
MARICOPA COUNTY BOARD OF SUPERVISORS

by [Signature]  
Chairman of the Board

[Signature]  
Clerk of Board of Supervisors

Date

MAY 17 1982



Rd Map 1 Page 6

EXIST'G NEW R/W  
Begin Project  
Sta 8+75.0

Policy No \_\_\_\_\_  
 Amcord Inc  
 Dkt \_\_\_\_\_ Page \_\_\_\_\_  
 Date \_\_\_\_\_  
 Take \_\_\_\_\_

(2A) U  
1097-2

DKT 160388 290

FEDERAL LAND  
(SALT RIVER BED)

U  
1098

Policy No \_\_\_\_\_  
 U.S.A.  
 Dkt \_\_\_\_\_  
 Date \_\_\_\_\_  
 Take \_\_\_\_\_

Property Line

Project 30107  
 Item U-1097-2

Item

Exhibit "A"

That portion of the North one-half of the Southeast one-quarter of the Northeast one-quarter (NE $\frac{1}{4}$ , SE $\frac{1}{4}$ , NE $\frac{1}{4}$ ) of Section Twenty-nine (29), Township One (1) North, Range Two (2) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona found to be lying within a strip of land 200 feet wide, lying 100 feet on each side of the following described centerline:

Beginning at the East one-quarter (E $\frac{1}{4}$ ) corner of Section Twenty-nine (29), Township One (1) North, Range Two (2) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona; thence North 12°33'57" West (assumed bearing), 1200 feet along the East line of said Section Twenty-nine (29) to the true point of beginning for the herein described 200-foot wide strip of land also being shown as Engineers Highway Station 12+00 on the plans for Maricopa County Highway Department project work order 11501, bridge on 51st Avenue at Salt River; THENCE North 12°33'57" West, 622.28 feet along said Section line to Engineers Highway Station 18+22.28 and the beginning of a curve concave Northeasterly, having a radius of 1400.00 feet and a central angle of 1°57'30"; thence Northwesterly and Northerly, 47.85 feet along said curve to Engineers Highway Station 18+70.13 and the beginning of a tangent; thence North 10°36'27" West, 1704.21 feet to the beginning of a curve concave Northeasterly, having a radius of 2000 feet and a central angle of 4°24'33"; thence Northwesterly and Northerly, 153.91 feet along the arc of said curve to Engineers Highway Station 35+74.33 to a point on the East line of Section Twenty (20) and the beginning of a tangent; thence North 6°11'54" West, 371.76 feet to Engineers Highway Station 41+00 and the true point of ending for the herein described 200-foot wide strip of land; thence continuing for a tie North 6°11'54" West, 1634.61 feet to the East one-quarter (E $\frac{1}{4}$ ) corner of Section Twenty (20), Township One (1) North, Range Two (2) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

ALSO a strip of land Twenty-five (25) feet wide having as its Easterly line the Westerly line of the herein described 200-foot wide strip of land and beginning at Engineers Highway Station 34+00 and ending at Engineers Highway Station 35+74.33.

EXCEPT any portion of the existing rights-of-way as shown in Book 3 of Road Maps, Page 50 and highway rights-of-way issued by the United States Bureau of Land Management (A.R.-030568) found to be lying within said 200-foot wide strip of land.

M.C.H.D.
Proofed
JRF
7/7/80
Checked
JRF
9/9/80
Approved
JRF
9/9/80

STATE OF ARIZONA  
County of Maricopa

I hereby certify that the within instrument was filed & recorded

IN DOCKET 14747 Page 426-427 and indexed in deeds

OCT 8 - 1980 -3 15

Fee No. DEED (1)

Recorded at Request of Board of Supervisors.

MARICOPA CO. BD. OF SUPERVISORS

When recorded, return to:  
Maricopa County Board of Supervisors   
Maricopa County Engineer

Witness my hand and official seal.  
GILL HENRY County Recorder  
By *[Signature]* Deputy Recorder

Compared Photostated Fee: IV-C

**Quit-Claim Deed**

104-64-7  
11501 - 51st Ave. Bridge at  
Salt River, U-372

For the consideration of One Dollar, and other valuable considerations, I or we,

O. A. Guinn and Lorena Guinn

grantor

hereby quit-claim to MARICOPA COUNTY, a political subdivision of the State of Arizona, grantee, all right, title, or interest in the following real property situated in Maricopa County, Arizona:

29-1N25 N32E NE

See Exhibit "A"



TO HAVE AND TO HOLD the same together with all the appurtenances thereunto belonging to the grantee, its successors and assigns forever, for the use and benefit to the public as a right of way, for highway purposes.

Dated this 9th day of September, 1980

X *[Signature]*

X *[Signature]*

STATE OF ARIZONA }  
County of MARICOPA } ss.

This instrument was acknowledged before me this 9th day of Sept 1980, by

O.A. Guinn and Lorena Guinn

*[Signature]*  
Notary Public

My commission expires 1-12-82

Recommended for approval: *[Signature]*  
Right-of-way Agent

*[Signature]*  
Deputy County Engineer

ACCEPTED:  
MARICOPA COUNTY BOARD OF SUPERVISORS  
*[Signature]*  
Chairman of the Board

ATTEST:  
*[Signature]*  
Clerk of the Board

Date SEP 29 1980

# ANSAC Item or Tab Separator Page

This page represents either the beginning of a separate document or a tabbed page where the tab has been removed because the tab will not copy.

I do hereby certify that the within named instrument was recorded at request Fee No.:

*Desk* 14634 Page 595-602 MARICOPA CO. BD. OF SUPERVISORS 268651

AUG 22 1980 -11 30  
Records of Maricopa County Arizona.  
WITNESS my hand and official seal the day and year aforesaid:

BILL HENRY

By

*Jerry King*  
Deputy Recorder

County Recorder

When recorded return to: MARICOPA COUNTY BOARD OF SUPERVISORS

Fee: *nc*

Recorded at Request of  
Board of Supervisors.

### EASEMENT AND AGREEMENT FOR HIGHWAY PURPOSES

104-63-2

Project No. 11501 - 51st Ave @ Salt River  
Bridge

Item No. U-375

CITY OF PHOENIX, a municipal corporation

#### GRANTORS,

for and in consideration of the sum of One Dollar and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant to MARICOPA COUNTY, a political subdivision of the State of Arizona, its successors, and assigns, a permanent easement and right-of-way, for the following purposes, namely: The right to enter upon the hereinafter described land and grade, level, fill, drain, pave, build, maintain, repair and rebuild a road or highway, including incidental purposes consistent therewith, together with such bridges, culverts, ramps and cuts as may be necessary, on, over, under, and across the ground embraced within the right-of-way situated in the County of Maricopa, State of Arizona, and described as follows:

SEE EXHIBIT A



RECORDED  
AUG 27 1980  
MARICOPA COUNTY  
CLERK

To have and to hold the said easement and right-of-way unto Maricopa County, a political subdivision of the State of Arizona and unto its successors and assigns forever, together with the right of ingress and egress to permit the economical operation and maintenance of said public highway and all incidents thereto, and together with the right to authorize, permit, and license the use thereof for utilities or other public purposes not inconsistent with its primary use as a highway.

And the Grantors hereby covenant that they are lawfully seized and possessed on this aforementioned tract or parcel of land; that they have a good and lawful right to sell and convey it; and that they will warrant the title and quiet possession thereto against the lawful claim of all persons, subject to easements of record.

The said easement to include the right to cut back and trim such portion of the branches and tops of the trees now growing or that may hereafter grow upon the above described premises, as may extend over said right-of-way, so as to prevent the same from interfering with the efficient maintenance and operation of said public highway.

In the event the right, privilege and easement herein granted shall be abandoned and permanently cease to be used for the purposes herein granted all rights herein granted shall cease and revert to the grantors, their heirs or assigns.

Wherever in the foregoing instrument the plural is used, it will be read as singular when necessary, and wherever words indicating gender are employed they will apply to either masculine, feminine or neuter as the context requires.

(See Reverse Side For Agreement and Signatures)

NOW THEREFORE, in consideration of the same and further consideration hereinafter set forth, it is agreed, that this instrument contains the entire agreement between the parties hereto there being no further consideration paid than herein specified.

THE COUNTY OF MARICOPA AGREES:

- A. To use the above described land for the general welfare and benefit of the public.
- B. Maricopa County shall hold the City of Phoenix harmless in case of any accident arising during construction, maintenance and operation of its improvements until the property has been restored to its original condition and its use returned to the City of Phoenix.

JUL 30 1 24 PM '80  
CITY CLERK DEPT.

THE GRANTOR AGREE:

- 1. To grant an easement for the above described land to the County of Maricopa for the general welfare and benefit of the public.

Accepted as to form KTR

ACTING City Attorney

ATTEST:

ACTING CITY CLERK

Dated this 30 day of July, 1980

MARVIN A. ANDREWS  
City Manager

Grantor

Grantor By

Real Estate Administrator

Grantor

Grantor

STATE OF ARIZONA }  
COUNTY OF MARICOPA } ss.

Subscribed and sworn to before me this 30<sup>th</sup> day of July, 1980

My commission expires My Commission Expires Feb. 1, 1981

Notary Public

Recommended for approval: Thomas R. Foster  
Right of Way Agent

Deputy County Engineer

ACCEPTED:  
MARICOPA COUNTY BOARD OF  
SUPERVISORS

ATTEST:

by Fred Kooy  
Chairman of the Board

Clerk of Board of Supervisors

Date

AUG 18 1980

11501 - 51st Avenue at Salt River Bridge  
104-63-2  
U-375

PERMANENT EASEMENT

EXHIBIT A

That portion of the North one-half of the Northwest one-quarter of the North-west one-quarter (NW $\frac{1}{2}$  of NW $\frac{1}{4}$  of NW $\frac{1}{4}$ ) of Section Twenty-eight (28), Township One (1) North, Range Two (2) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona found to be lying within a strip of land 200 feet wide, lying 100 feet on each side of the following described centerline:

Beginning at the East one-quarter corner of Section Twenty-nine (29), Township One (1) North, Range Two (2) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona; thence North 12°33'57" West (assumed bearing) 1200 feet along the East line of said Section 29 to the True Point of Beginning for the herein described 200-foot wide strip of land also being shown as Engineers Highway Station 12+00 on the plans for Maricopa County Highway Department Project No. 11501, Bridge on 51st Avenue at Salt River; THENCE North 12°33'57" West, 622.28 feet along said Section line to Engineers Highway Station 18+22.28 and the beginning of a curve concave Northeasterly, having a radius of 1400.00 feet and a central angle of 1°57'30"; thence Northwesterly and Northerly, 47.85 feet along said curve to Engineers Highway Station 18+70.13 and the beginning of a tangent; thence North 10°36'27" West, 1704.21 feet to the beginning of a curve concave Northeasterly, having a radius of 2000 feet and a central angle of 4°24'33"; thence Northwesterly and Northerly, 153.91 feet along the arc of said curve to Engineers Highway Station 35+74.33 to a point on the East line of Section Twenty (20) and the beginning of a tangent; thence North 6°11'54" West, 371.76 feet to Engineers Highway Station 41+00 and the True Point of Ending for the herein described 200-foot wide strip of land; thence continuing for a tie North 6°11'54" West, 1634.61 feet to the East one-quarter corner of Section Twenty (20), Township One (1) North, Range Two (2) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

M.C.H.D.  
Proofed  
TRF  
7/9  
6/30/80  
Checked  
TRF  
8/14/80  
Approved  
9/2/80  
8/14/80

ALSO a strip of land 25 feet wide having as its Easterly line the Westerly line of the herein described 200-foot wide strip of land and Beginning at Engineers Highway Station 34+00 and Ending at Engineers Highway Station 35+74.33.

EXCEPT any portion thereof lying within the existing right-of-way as described in Book 3 of Road Maps, Page 50 and Docket 3585, Page 196, M.C.R.

DESC OK [Signature]  
7-11-80

5310  
5311  
5309  
9926

RECEIVED  
MAY 27 1980

ORDINANCE NOS 11977

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO GRANT TO THE MARICOPA COUNTY BOARD OF SUPERVISORS A PERMANENT RIGHT OF WAY EASEMENT AND TEMPORARY ROADWAY AND CONSTRUCTION EASEMENT ACROSS CITY-OWNED PROPERTY AT 51ST AVENUE AND THE SALT RIVER FOR BRIDGE PURPOSES; SETTING FORTH THE CONDITIONS AND STIPULATIONS OF THE EASEMENTS; AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF PHOENIX as follows:

SECTION 1. That the City Manager be, and he is hereby authorized to execute a permanent right of way easement and a temporary roadway and construction easement across city-owned property at 51st Avenue and the Salt River for the consideration of One Dollar (\$1.00) to the Maricopa County Board of Supervisors. The easements are needed by the County for construction of a bridge over the Salt River at 51st Avenue. The permanent easement is 131.02' x 774.37' (70,485 sq. ft.) and is needed for right of way for the new bridge. The temporary roadway and construction easement (150' x 774.37', 116,155.50 sq. ft.) is needed for construction purposes while the bridge is being built and for detour of traffic during the construction period. A condition of the permanent easement is that:

1. In the event the rights, privileges and easement granted shall be permanently abandoned and cease to be used for the purpose granted, all rights shall cease and revert to the City of Phoenix, its heirs or assigns."

The temporary easement will provide that:

1. All work done within the temporary easement area, including construction and maintenance of a detour road, shall be at the expense of Maricopa County.
2. Upon completion of construction of improvements, Maricopa County, at its expense, shall remove the temporary detour road and restore all of the property within the temporary easement area to its original condition.

3. Maricopa County shall hold the City of Phoenix harmless in case of any accident arising during construction, maintenance and operation of its improvements until the property has been restored to its original condition and its use returned to the City of Phoenix.

The easements may contain such other terms and conditions deemed necessary by the City.

SECTION 2. WHEREAS, the immediate operation of the provisions of this ordinance is necessary for the preservation of the public peace, health and safety, an EMERGENCY is hereby declared to exist, and this ordinance shall be in full force and effect from and after its passage by the Council as required by the City Charter and is hereby exempted from the referendum clause of said Charter.

PASSED by the Council of the City of Phoenix this 22 day of JULY, 1980.

MARGARET T. HANCE  
MAYOR

ATTEST:

*Evelyn Miel*  
ACTING City Clerk

APPROVED AS TO FORM:

*Wade Jones* ACTING  
City Attorney

REVIEWED BY:

MARVIN A. ANDREWS City Manager

PARCEL NO. 104-63-2

PROJECT NO. 11501  
& NAME 51st Ave Bridge @ Salt River

ITEM NO. U-375-1 & 3

Know all persons by these presents:

That CITY OF PHOENIX, a municipal corporation

As

of Maricopa County State of Arizona do hereby grant permission to Maricopa County, a political subdivision of the State of Arizona the right to enter upon a parcel of land described as follows:

SEE EXHIBIT A

Permission is granted for the purpose of construction maintenance and operating a temporary detour across the above-described property, also use during construction and improvement of a public highway.

Permission is granted subject to the following:

That this temporary detour shall be constructed, maintained, and operated by Maricopa County at no expense to the undersigned and that this temporary detour shall be used during the period of construction of the bridge at 51st Avenue

That upon completion of construction of the above-described improvements Maricopa County shall remove this temporary detour and restore the property to its original condition at no expense to the undersigned.

That Maricopa County shall hold the undersigned harmless in case of any accident arising during construction, maintenance and operation of this temporary detour until such time as the property has been restored to its original condition and the use of the property has been returned to the undersigned.

That Maricopa County will hereafter without unnecessary delay, negotiate with the undersigned, and any other person, if any, having any right, title, or interest in said property to agree upon terms of compensation, and that, if any agreement cannot be reached, you will promptly commence eminent domain proceedings to have such compensation determined.

This permission is granted in consideration of the location, improvement and construction of such highway and incidents thereto, which it is understood is required by Maricopa County, a political subdivision of the State of Arizona, and shall continue in effect pending such negotiations, or until a reasonable time after you have been requested by the undersigned to commence eminent domain proceedings.

*sent*  
JUL 30 1 26 PM '80  
CITY CLERK DEPT.

APPROVED AS TO FORM KTR

*[Signature]*  
ACTING City Attorney

ATTEST:

*[Signature]*  
ACTING CITY CLERK

Dated this 15<sup>th</sup> day of July, 1980 MARVIN A. ANDREWS  
City Manager

Grantor

Grantor By *[Signature]*  
Real Estate Administrator

Grantor

Grantor

STATE OF ARIZONA }  
COUNTY OF MARICOPA } ss.

Subscribed and sworn to before me this 30<sup>th</sup> day of July, 1980

My commission expires My Commission Expires Feb. 1, 1981

*[Signature]*  
Notary Public

SEAL

Recommended for approval: *[Signature]*  
Right of Way Agent

ATTEST:

*[Signature]*  
Deputy County Engineer

ACCEPTED:  
MARICOPA COUNTY BOARD OF SUPERVISORS

by *[Signature]*  
Chairman of the Board  
AUG 28 1980

*[Signature]*  
Clerk of Board of Supervisors

Date

TEMPORARY CONSTRUCTION AND ROADWAY EASEMENT

EXHIBIT A

That portion of the North one-half of the Northwest one-quarter of the Northwest one-quarter (N $\frac{1}{2}$  of NW $\frac{1}{4}$  of NW $\frac{1}{4}$ ) of Section Twenty-eight (28), Township One (1) North, Range Two (2) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona being a strip of land 100 feet wide having for its westerly line the easterly line of the 200-foot wide strip of land described as follows a strip of land 200 feet wide, lying 100 feet on each side of the following described center-line:

Beginning at the East one-quarter corner of Section 29, Township One (1) North, Range Two (2) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona; thence North 12°33'57" West (Assumed Bearing), 1200 feet along the East line of said Section 29 to the True Point of Beginning for the herein described 200-foot wide strip of land also being shown as Engineers Highway Station 12+00 on the plans for Maricopa County Highway Department project Work Order No. 11501, Bridge on 51st Avenue at Salt River; THENCE North 12°33'57" West, 622.28 feet along said Section line to Engineers Highway Station 18+22.28 and the beginning of a curve concave Northeasterly, having a radius of 1400.00 feet and a central angle of 1°57'30"; thence Northwesterly and Northerly, 47.85 feet along said curve to Engineers Highway Station 18+70.13 and the beginning of a tangent; thence North 10°36'27" West, 1704.21 feet to the beginning of a curve concave Northeasterly, having a radius of 2000 feet and a central angle of 4°24'33"; thence Northwesterly and Northerly, 153.91 feet along the arc of said curve to Engineers Highway Station 35+74.33 to a point on the East line of Section Twenty (20) and the beginning of a tangent; thence North 6°11'54" West, 371.76 feet to Engineers Highway Station 41+00 and the True Point of Ending for the herein described 200-foot wide strip of land; thence continuing for a tie North 6°11'54" West, 1634.61 feet to the East one-quarter corner of Section Twenty (20), Township One (1) North, Range Two (2) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

M.C.H.D.
Proofed
JRP
7/11/80
Checked
JRP
8/14/80
Approved
JRP
8/14/80

ALSO a strip of land 25 feet wide having as its Easterly line the Westerly line of the herein described 200-foot wide strip of land and Beginning at Engineers Highway Station 34+00 and Ending at Engineers Highway Station 35+74.33.

EXCEPT any portion thereof lying within the existing right-of-way as described in Book 3 of Road Maps, Page 50 and in Docket 3585, Page 196, M.C.R.

AND ALSO a strip of land 50 feet wide lying 25 feet on each side of the following described centerline:

Beginning at the West one-quarter corner of Section Twenty-eight (28), Township One (1) North, Range Two (2) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona thence North 12°33'57" West, 870 feet along the West line of said Section 28 to the True Point of Beginning for said 50-foot wide strip of land to be used as a detour and also being the beginning of a curve concave Easterly having a radius of 1242.67 feet and a central angle of 24°36'29"; thence Northwesterly, Northerly and Northeasterly, 533.72 feet along the arc of said curve to a point of reverse curvature and the beginning of a curve concave Westerly having a radius of 1242.67 feet and a central angle of 22°38'59"; thence Northeasterly, Northerly and Northwesterly, 491.26 feet along the arc of said curve to the beginning of a tangent; thence North 10°36'27" West, 1432.98 feet along a line that is 225 feet Easterly of and parallel with the centerline of a 200-foot wide permanent highway easement to the beginning of a curve concave Southwesterly, having a radius of 954.93 feet and a central angle of 24°35'27"; thence Northerly and Northwesterly, 409.85 feet along the arc of said curve to the beginning of a tangent; thence North 35°11'54" West, 29.85 feet to the beginning of a curve concave Easterly having a radius of 954.93 feet and a central angle of 29°00'00"; thence Northwesterly and Northerly, 483.33 feet along the arc of said curve to a point on the West line of said Section 21, being also on the centerline of a 200-foot wide permanent highway easement with said point being known as Engineers Highway Station 42+00 and the end of the herein described 50-foot wide strip of land, all as shown in the plans for Maricopa County Highway Department Project Work Order No. 11501, 51st Avenue Bridge at Salt River.

EXCEPT any portion thereof lying within the 200-foot wide permanent easement.

EXCEPT any portion thereof lying within said 100-foot wide temporary construction easement.

DESC OK   
7-11-80

# ANSAC Item or Tab Separator Page

This page represents either the beginning of a separate document or a tabbed page where the tab has been removed because the tab will not copy.

When recorded, return to:

DKT 3083 PAGE 42

5309

Maricopa County Board of Supervisors

EASEMENT

R/W FAS 239-(5)

# HIGHWAY PURPOSES

Item Parcel #16

WALDA J. PETERSON, wife of Frank M. Peterson,

Grantors

for and in consideration of the sum of One Dollar and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant to MARICOPA COUNTY, a political subdivision of the State of Arizona, its successors and assigns, a permanent easement and right-of-way, for the following purposes, namely: The right to enter upon the hereinafter described land and grade, level, fill, drain, pave, build, maintain, repair and rebuild a road or highway, together with such bridges, culverts, ramps and cuts as may be necessary, on, over, under, and across the ground embraced within the right-of-way situated in the County of Maricopa, State of Arizona, and described as follows:

The East Seven(7) feet of the West Forty(40) feet of the Southwest One-quarter (SW $\frac{1}{4}$ ) of Section Twenty-one(21), Township One(1) North, Range Two(2) East of the Gila and Salt River Base and Meridian.

M.C.H.D.
Proofed
WJK
mes
4/15/61
Checked
298
4/21/61
Approved
WJK
4/21/61

74720

01-DEED

STATE OF ARIZONA } ss  
County of Maricopa }  
I hereby certify that the within instrument was filed and recorded at request of MARICOPA CO. BD. OF SUPERVISORS

MAY 2 1961-4 45

in Docket 3083 PAGE 42  
on page 42  
Witness my hand and official seal this day and year aforesaid.  
N. C. KELLY, Notary Public  
By *[Signature]* Deputy Notary Public

m/c

To have and to hold the said easement and right-of-way unto Maricopa County, a political subdivision of the State of Arizona and unto its successors and assigns forever, together with the right of ingress and egress to permit the economical operation and maintenance of said public highway and all incidents thereto.

And the Grantors hereby covenant that they are lawfully seized and possessed on this aforementioned tract or parcel of land; that they have a good and lawful right to sell and convey it; and that they will warrant the title and quiet possession thereto against the lawful claim of all persons.

The said easement to include the right to cut back and trim such portion of the branches and tops of the trees now growing or that may hereafter grow upon the above described premises, as may extend over said right-of-way, so as to prevent the same from interfering with the efficient maintenance and operation of said public highway.

In the event the right, privilege and easement herein granted shall be abandoned and permanently cease to be used for the purpose herein granted all rights herein granted shall cease and revert to the grantors, their heirs or assigns.

Wherever in the foregoing instrument the plural is used it will be read as singular, and when necessary, and wherever words indicating gender are employed, they will apply to either masculine, feminine or neuter as the context requires.

Dated this 20<sup>th</sup> day of April, 1961

\_\_\_\_\_(Seal) Walda J. Peterson \_\_\_\_\_(Seal)

\_\_\_\_\_(Seal) \_\_\_\_\_(Seal)

\_\_\_\_\_(Seal) \_\_\_\_\_(Seal)



This instrument was acknowledged before me this 20<sup>th</sup> day of

April, 1961, by \_\_\_\_\_

WALDA J. PETERSON, wife of Frank M. Peterson,

Alfred J. Button  
Notary Public

My commission expires Aug. 10, 1962

When recorded, return to:

Maricopa County Board of Supervisors  
Maricopa County Engineer

**HIGHWAY PURPOSES**

R/W 239-(5) Parcel 16

FRANK M. PETERSON, husband of Walda J. Peterson, as his sole and

separate property

Grantors

for and in consideration of the sum of One Dollar and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant to MARICOPA COUNTY, a political subdivision of the State of Arizona, its successors and assigns, a permanent easement and right-of-way, for the following purposes, namely: The right to enter upon the hereinafter described land and grade, level, fill, drain, pave, build, maintain, repair and rebuild a road or highway, together with such bridges, culverts, ramps, and cuts as may be necessary, on, over, under, and across the ground embraced within the right-of-way situated in the County of Maricopa, State of Arizona, and described as follows:

The East Seven (7) feet of the West Forty (40) feet of the Southwest One-quarter (SW $\frac{1}{4}$ ) of Section Twenty-one (21), Township One (1) North, Range Two (2) East, of the Gila and Salt River Base and Meridian.

M.C.H.D.
Proofed
WJ
MCS
4/21/61
Checked
Q/B
4/21/61
Approved
WJ
4/21/61

01-DEED

74721

STATE OF ARIZONA  
County of Maricopa  
I hereby certify that the within instrument was filed and recorded at request of MARICOPA CO. Bd. OF SUPERVISORS

MAY 2 1961-4-45

in Booklet 3683

on page 43

Witness my hand and official seal the day and year first above written.

N. C. KELLY, Notary Public

By *[Signature]*  
County of Maricopa  
Deputy Notary Public

7/2

To have and to hold the said easement and right-of-way unto Maricopa County, a political subdivision of the State of Arizona and unto its successors forever, together with the right of ingress and egress to permit the economical operation and maintenance of said public highway and all incidents thereto.

And the Grantors hereby covenant that they are lawfully seized and possessed on this aforementioned tract or parcel of land; that they have a good and lawful right to sell and convey it; that it is free from all encumbrances; and that they will warrant the title and quiet possession thereto against the lawful claim of all persons.

The said easement to include the right to cut back and trim such portion of the branches and tops of the trees now growing or that may hereafter grow upon the above described premises, as may extend over said right-of-way, so as to prevent the same from interfering with the efficient maintenance and operation of said public highway.

In the event the right, privilege and easement herein granted shall be abandoned and permanently cease to be used for the purpose herein granted all rights herein granted shall cease and revert to the grantors, their heirs or assigns.

Wherever in the foregoing instrument the plural is used it will be read as singular, and when necessary, and wherever words indicating gender are employed, they will apply to either masculine, feminine or neuter as the context requires.

Dated this 14<sup>th</sup> day of April, 1961

\_\_\_\_\_(Seal) Frank M. Peterson \_\_\_\_\_(Seal)

\_\_\_\_\_(Seal) \_\_\_\_\_(Seal)

\_\_\_\_\_(Seal) \_\_\_\_\_(Seal)

STATE OF ARIZONA  
County of MARICOPA

This instrument was acknowledged before me this 14<sup>th</sup> day of

April, 1961, by \_\_\_\_\_

FRANK M. PETERSON, husband of Walda J. Peterson, as his sole

and separate property

Richard J. Brittan  
Notary Public

Dkt 3683 PAGE 43

My commission expires \_\_\_\_\_

# Right Of Way Contract

5309

Maricopa County, State of Arizona

Project No. FAS 239-(5)

Date April 14, 1961

Parcel No. 16

M.C.R.W.A.
Processed
WJH
00285
4/21/61
Checked
CB
4/21/61
Approved
WJH
4/21/61

WHEREAS a document, dated April 14, 1961, in the form of

an Easement covering the following described property:

The East Seven(7) feet of the West Forty (40) feet of the Southwest One-quarter (SW $\frac{1}{4}$ ) of Section Twenty-one (21), Township One (1) North, Range Two(2) East of the Gila and Salt River Base and Meridian.

has been executed and delivered by Grantor \_\_\_\_\_ to Maricopa County,

NOW THEREFORE, in consideration of the same and further consideration hereinafter set forth, it is agreed, that this instrument contains the entire agreement between the parties hereto there being no further consideration paid than herein specified.

THE COUNTY OF MARICOPA AGREES:

1. TO RELOCATE FENCES IF NECESSARY
2. To use the above described granted land for the general welfare and benefit of the public.

THE GRANTOR \_\_\_\_\_ AGREES:

1. To grant an easement for the above described land to the County of Maricopa for the general welfare and benefit of the public.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.



Frank M. Peterson  
Grantor

\_\_\_\_\_  
Grantor

\_\_\_\_\_  
Grantor

STATE OF ARIZONA }  
COUNTY OF MARICOPA } ss.

Subscribed and sworn to before me this 14<sup>th</sup> day of April, 1961

My commission expires Aug 10, 1962  
Alfred J. Britton  
Notary Public

SEAL:

Recommended for approval: Al. Britton Right of Way Agent  
Recommended for approval: Walter J. Hohl Chief Right-of-Way Agent

Recommended for approval: Samuel F. Fausch County Engineer

ACCEPTED:  
MARICOPA COUNTY BOARD OF SUPERVISORS  
by B. H. Burns Chairman of the Board

ATTEST:  
Phoe Guise Clerk of Board of Supervisors

Date May 1, 1961

DKT 3683 PAGE 29

BOARD OF SUPERVISORS

STATE OF ARIZONA, County of Maricopa; ss. MARICOPA CO. BD. OF SUPERVISORS

I do hereby certify that the within instrument was filed and recorded at request of \_\_\_\_\_  
DKT 3683 PAGE 29 MAY 2 1961 4 45 at \_\_\_\_\_ M., Dock # 3683 5309

WITNESS my hand and official seal the day and year first above written.  
N. C. "KELLY" MOORE County Recorder,  
By [Signature] Deputy. 7/c

# ANSAC Item or Tab Separator Page

This page represents either the beginning of a separate document or a tabbed page where the tab has been removed because the tab will not copy.

STATE OF ARIZONA }  
County of Maricopa }

I hereby certify that the within instrument was filed and recorded

24-R. AGR.  
Fee No.

190802

OCT 20 '70 -2 IN DOCKET & Page 8364 / 170-171 and indexed in  
MARICOPA CO. BD. OF SUPERVISORS

When recorded, return to:  
Maricopa County Board of Supervisors

Witness my hand and official seal.

PAUL N. MARSTON

County Recorder

By

*[Signature]*  
Deputy Recorder

Compared  
Photostated  
Fee:

n/c

### EASEMENT FOR HIGHWAY PURPOSES

ITEM NO. J-2777

104-60-2

R/W# 23-039 51st Avenue  
(Salt River Bridge)

Frank M. Peterson and Walda Peterson, his wife

#### GRANTORS,

for and in consideration of the sum of One Dollar and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant to MARICOPA COUNTY, a political subdivision of the State of Arizona, its successors and assigns, a permanent easement and right-of-way, for the following purposes, namely: The right to enter upon the hereinafter described land and grade, level, fill, drain, pave, build, maintain, repair and rebuild a road or highway, including incidental purposes consistent therewith, together with such bridges, culverts, ramps and cuts as may be necessary, on, over, under, and across the ground embraced within the right-of-way situated in the County of Maricopa, State of Arizona, and described as follows:

M.C.H.D.  
Proofed  
7/10/70  
Checked  
Approved  
7/12/70

The East Thirty(30) feet of the West Seventy(70) feet of the South 455.79 feet of the Southwest one-quarter(SW $\frac{1}{4}$ ) of Section Twenty-one(21), Township One(1) North, Range Two(2) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

To have and to hold the said easement and right-of-way unto Maricopa County, a political subdivision of the State of Arizona and unto its successors and assigns forever, together with the right of ingress and egress to permit the economical operation and maintenance of said public highway and all incidents thereto, and together with the right to authorize, permit, and license the use thereof for utilities or other public purposes not inconsistent with its primary use as a highway.

And the Grantors hereby covenant that they are lawfully seized and possessed on this aforementioned tract or parcel of land; that they have a good and lawful right to sell and convey it; and that they will warrant the title and quiet possession thereto against the lawful claim of all persons.

The said easement to include the right to cut back and trim such portion of the branches and tops of the trees now growing or that may hereafter grow upon the above described premises, as may extend over said right-of-way, so as to prevent the same from interfering with the efficient maintenance and operation of said public highway.

In the event the right, privilege and easement herein granted shall be abandoned and permanently cease to be used for the purposes herein granted all rights herein granted shall cease and revert to the grantors, their heirs or assigns.

Wherever in the foregoing instrument the plural is used, it will be read as singular when necessary, and wherever words indicating gender are employed they will apply to either masculine, feminine or neuter as the context requires.

Dated this 4th day of August, 1970

(Seal) *Frank M. Peterson* (Seal)

(Seal) *Walda Peterson* (Seal)

STATE OF ARIZONA }  
County of MARICOPA }

This instrument was acknowledged before me this 4 day of

*August* 1970 by

Frank M. Peterson and Walda Peterson, his wife

*[Signature]*  
Notary Public  
Jan 1 - 1971

9926

STATE OF ARIZONA  
COUNTY OF MARICOPA

Project No. #23-039, 51st Ave.  
Item No. J-2777(Peterson)

Recommended for approval:  
P & Z Chief Cartographer

*[Signature]*  
County Engineer

ACCEPTED:  
MARICOPA COUNTY BOARD OF  
SUPERVISORS

ATTEST:

by *[Signature]*  
Chairman of the Board

*[Signature]*  
Clerk of Board of Supervisors

Date *October 13, 1970*

PHOTOSTATIC COPS REQUESTED  
/ MARICOPA COUNTY HIGHWAY DEPT.  
/ MARICOPA COUNTY P & Z COMM.

# ANSAC Item or Tab Separator Page

This page represents either the beginning of a separate document or a tabbed page where the tab has been removed because the tab will not copy.

When recorded, return to:  
Maricopa County Board of Supervisors  
Maricopa County Engineer

3111 41  
**HIGHWAY PURPOSES**  
EASEMENTS

D5294

Room 27(5), 51st Avenue  
Southern Ave. to Buckeye  
Road, P#661 #12

Henderson Stockton and Lois M. Stockton, s/d s/life

Grantors

for and in consideration of the sum of One Dollar and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant to MARICOPA COUNTY, a political subdivision of the State of Arizona, its successors and assigns, a permanent easement and right-of-way, for the following purposes, namely: The right to enter upon the hereinafter described land and grade, level, fill, drain, pave, build, maintain, repair and rebuild a road or highway, together with such bridges, culverts, ramps, and cuts as may be necessary, on, over, under, and across the ground embraced within the right-of-way situated in the County of Maricopa, State of Arizona, and described as follows:

The West Seven (7) feet of the East Forty (40) feet of the South One-half of the Southeast One-quarter (1/4 of 1/4) of Section Twenty (20), Township One (1) North, Range Two (2) East, of the Gila and Salt River Base and Meridian; Subject to an Easement for road purposes over the following described tracts:  
Beginning at a point situated North 1° 08' West 659.95 feet and South 70° 25' West 34.78 feet from the Southeast corner of said Section 20; thence South 70° 25' West 876.06 feet; thence South 19° 35' East 20.00 feet; thence North 70° 25' East 889.79 feet to a point on the west line of the County Road; thence North 1° 08' West 21.08 feet to the place of beginning.

4-6-61  
SUBJECT TO all taxes, liens, encumbrances, easements and right-of-ways of record against the herein described property and the easement and right-of-way hereby conveyed.

MARICOPA CO. BO. OF SUPERVISORS  
APR 25 1961 P. 03

3111 41

*[Signature]*

n/c

701177  
01-DEED

4-6-61  
to have and to hold the said easement and right-of-way unto Maricopa County, a political subdivision of the State of Arizona and unto its successors and assigns forever, together with the right of ingress and egress to permit the economical operation and maintenance of said public highway and all incidents thereto.

4-6-61  
And the Grantors hereby warrant that they are lawfully seized and possessed of this aforementioned tract or parcel of land; that they have a good and lawful right to sell and convey it; that it is free from all encumbrances, and that they will warrant the title and quiet possession thereof against the lawful claim of all persons.

4-6-61  
The said easement to include the right to cut back and trim such portion of the branches and tops of the trees now growing or that may hereafter grow upon the above described premises, as may extend over said right-of-way, so as to prevent the same from interfering with the efficient maintenance and operation of said public highway.

In the event the right, privilege and easement herein granted shall be abandoned and permanently cease to be used for the purpose herein granted all rights herein granted shall cease and revert to the grantors, their heirs or assigns.

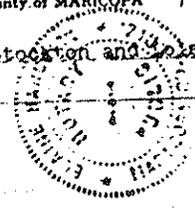
Wherever in the foregoing instrument the plural is used it will be read as singular, and when necessary, and wherever words indicating gender are employed, they will apply to either masculine, feminine or neuter as the context requires.

Dated this 6th day of April, 1961

(Seal) *[Signature]* (Seal)  
(Seal) *[Signature]* (Seal)  
(Seal) \_\_\_\_\_ (Seal)

STATE OF ARIZONA  
County of MARICOPA

Stockton and Lois M. Stockton,



This instrument was acknowledged before me this 6th day of April, 1961, by Henderson

*[Signature]*  
Notary Public  
My commission expires 8/14/64

# Right Of Way Contract

Maricopa County, State of Arizona

Project No. FAS 239(5), 51st Avenue  
Southern Ave. to Buckeye Road  
Parcel No. 12

Date April 5, 1961

WHEREAS a document, dated April 5, 19 61, in the form of

MEMO  
Project  
1765  
456  
47  
A146  
1071  
1161

an Easement covering the following described property:  
The West Seven(7) feet of the East Forty(40) feet of the South One-half of the Southeast One-quarter (SE 1/4) of Section Twenty(20), Township One(1) North, Range Two(2) East, of the Gila and Salt River Base and Meridian; Subject to an Easement for road purposes over the following described tract: Beginning at a point situated North 18°08' West 877.75 feet and South 77°25' West 34.78 feet from the Southeast corner of said Section 20; thence South 77°25' West 876.06 feet; thence South 15°35' East 20.00 feet; thence North 70°25' East 889.37 feet to a point on the West line of the County Road; thence North 18°08' West 21.08 feet to the place of beginning.

has been executed and delivered by Grantor to Maricopa County,

NOW THEREFORE, in consideration of the same and further consideration hereinafter set forth, it is agreed, that this instrument contains the entire agreement between the parties hereto there being no further consideration paid than herein specified.

### THE COUNTY OF MARICOPA AGREES:

4-6-61  
168  
170

- To use the above described granted land ~~for the general welfare and benefit of the public.~~ <sup>only for the purposes stated in said herein mentioned document</sup>
- To move approximately 100 feet of chain link fence 10 feet back of the 40 foot line, gate houses to be in the ten feet back of R/W line.
- To relocate or replace cattle guard.

### THE GRANTOR AGREE:

4-6-61  
168  
170

To grant an easement for the above described land to the County of Maricopa ~~for the general welfare and benefit of the public.~~ <sup>for the purposes stated in said herein mentioned document.</sup>

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

*[Signature]*  
Grantor  
*[Signature]*  
Grantor  
Grantor



Subscribed and sworn to before me this 5th day of April, 1961  
My commission expires 2/3/64  
*[Signature]*  
Notary Public

SEAL:  
Recommended for approval: *[Signature]*  
Right of Way Agent

Recommended for approval: *[Signature]*  
County Engineer

ACCEPTED:  
MARICOPA COUNTY BOARD OF SUPERVISORS

ATTEST:  
*[Signature]*  
Clerk of Board of Supervisors

by *[Signature]*  
Chairman of the Board

Date April 7, 1961

BOARD OF SUPERVISORS

STATE OF ARIZONA, County of Maricopa, ss. I do hereby certify that the within instrument was filed and recorded at request of 1765 on APR 25 1961-12 02 M. Docket 1765  
Page 1 Records of Maricopa County, Arizona  
WITNESS my hand and official seal the day and year first above written.  
06-MISC 70172  
N. C. KELLY, County Recorder.  
By *[Signature]* Deputy.

I do hereby certify that the within named instrument was recorded at request of

Fee No.:

MARICOPA CO. BOARD OF SUPERVISORS

9208-748-749

22394

Records of Maricopa County, Arizona.

JAN 28 '72 -2 55

WITNESS my hand and official seal the day and year aforesaid.

24-R. AGR.  
Fee:

PAUL N. MARSTON

By

*Jean John*  
Deputy Recorder

County Recorder

When recorded return to: MARICOPA COUNTY BOARD OF SUPERVISORS

*n/c*

### EASEMENT AND AGREEMENT FOR HIGHWAY PURPOSES

104-59-1

Project No. 11500 (23-039), 51st Ave.  
(Salt River Bridge)

Item No. J-2776

HENDERSON STOCKTON and LOIS M. STOCKTON,

GRANTORS,

for and in consideration of the sum of One Dollar and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant to MARICOPA COUNTY, a political subdivision of the State of Arizona, its successors, and assigns, a permanent easement and right-of-way, for the following purposes, namely: The right to enter upon the hereinafter described land and grade, level, fill, drain, pave, build, maintain, repair and rebuild a road or highway, including incidental purposes consistent therewith, together with such bridges, culverts, ramps and cuts as may be necessary, on, over, under, and across the ground embraced within the right-of-way situated in the County of Maricopa, State of Arizona, and described as follows:

The West Thirty(30) feet of the East Seventy(70) feet of the South 455.79 feet of the South one-half of the Southeast one-quarter(S $\frac{1}{2}$  of SE $\frac{1}{4}$ ) of Section Twenty(20), Township One(1) North, Range Two(2) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

M.C.A.D.  
1/16/72  
1/16/72  
Approved  
1/16/72

MARICOPA COUNTY  
HIGHWAY DEPT.

1972 JAN 11 AM 11:05

To have and to hold the said easement and right-of-way unto Maricopa County, a political subdivision of the State of Arizona and unto its successors and assigns forever, together with the right of ingress and egress to permit the economical operation and maintenance of said public highway and all incidents thereto, and together with the right to authorize, permit, and license the use thereof for utilities or other public purposes not inconsistent with its primary use as a highway.

And the Grantors hereby covenant that they are lawfully seized and possessed on this aforementioned tract or parcel of land; that they have a good and lawful right to sell and convey it; and that they will warrant the title and quiet possession thereto against the lawful claim of all persons, subject to easements of record.

The said easement to include the right to cut back and trim such portion of the branches and tops of the trees now growing or that may hereafter grow upon the above described premises, as may extend over said right-of-way, so as to prevent the same from interfering with the efficient maintenance and operation of said public highway.

In the event the right, privilege and easement herein granted shall be abandoned and permanently cease to be used for the purposes herein granted all rights herein granted shall cease and revert to the grantors, their heirs or assigns.

Wherever in the foregoing instrument the plural is used, it will be read as singular when necessary, and wherever words indicating gender are employed they will apply to either masculine, feminine or neuter as the context requires.

NOW THEREFORE, in consideration of the same and further consideration hereinafter set forth, it is agreed, that this instrument contains the entire agreement between the parties hereto there being no further consideration paid than herein specified.

THE COUNTY OF MARICOPA AGREES:

- A. To use the above described land for the general welfare and benefit of the public.
- B. That, if in the opinion of the County Engineer it becomes necessary, fences, private ditches (irrigation or otherwise), and private structures will be relocated in kind to the Grantor's property, clear of the above described right-of-way, at no expense to the Grantor except as may be herein otherwise agreed.
- C. To grade out a 30-foot roadway from the north property line to the south property line adjacent to our west right-of-way line. The County will not maintain this private roadway.

THE GRANTOR \_\_\_\_\_ AGREE \_\_\_\_\_:

- 1. To grant an easement for the above described land to the County of Maricopa for the general welfare and benefit of the public.
- 2. That the County, or its agents, is hereby granted the right to enter upon the remaining property of the Grantor for the purpose of accomplishing #B above.

Dated this 3rd day of January, 1972

Grantor \_\_\_\_\_

[Signature]  
Grantor

Grantor \_\_\_\_\_

[Signature]  
Grantor

STATE OF ARIZONA }  
COUNTY OF MARICOPA } ss.

Subscribed and sworn to before me this 3rd day of January, 1972

My commission expires 9/20/72  
[Signature]  
Right of Way Agent

[Signature] SEAL:  
Notary Public  
[Signature]  
County Engineer

ACCEPTED:  
MARICOPA COUNTY BOARD OF SUPERVISORS  
by [Signature]  
Chairman of the Board

ATTEST:  
[Signature]  
Asst. Clerk of Board of Supervisors

Date January 24, 1972

PHOTOSTATIC COPIES REQUESTED  
/ MARICOPA COUNTY HIGHWAY DEPT.  
/ MARICOPA COUNTY P & Z COMM.

STATE OF ARIZONA  
County of Maricopa

ss. I hereby certify that the within instrument was filed and recorded

Fee No.  
**190804**

IN DOCKET **8364** Page **173-174** and indexed in deeds

OCT 20 '70-2 25

MARICOPA COUNTY RECORDS

**D1-DEED**

Compared  
Photostated  
Fee:

*n/c*

When recorded, return to:  
Maricopa County Board of Supervisors   
Maricopa County Engineer

Witness my hand and official seal.  
**PAUL N. MARSTON** County Recorder  
By *Shirley Jones* Deputy Recorder

RELEASE OF LEASE

Project #23-039, 51st Ave.  
(Salt River Bridge)  
Item #J-2777

**Quit-Claim Deed**

For the consideration of One Dollar, and other valuable considerations, I or we, 104-60-2

VINNELL CORPORATION grantor

hereby quit-claim to **MARICOPA COUNTY**, a political subdivision of the State of Arizona, grantee, all right, title, or interest in the following real property situated in Maricopa County, Arizona:

The East Thirty(30) feet of the West Seventy(70) feet of the South 455.79 feet of the Southwest one-quarter(SW $\frac{1}{4}$ ) of Section Twenty-one(21), Township One(1) North, Range Two(2) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Subject to the Rights of Vinell Corporation, 1145 Westminster Avenue, Alhambra, California, under the terms of a Lease Agreement dated Jan. 1, 1962.

M.C.R.D.  
P. 100  
*10/20/70*  
8/4/70  
C. H. HILGER  
4/70  
Approved  
*[Signature]*

TO HAVE AND TO HOLD the same together with all the appurtenances thereunto belonging, to the grantee, its successors and assigns forever, for the use and benefit to the public as a right of way, for highway purposes.

Dated this 11th day of August, 1970

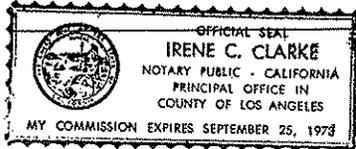
**VINNELL CORPORATION**

By *[Signature]* **L. N. CARLSON**  
VICE PRESIDENT  
By *[Signature]* **WM. L. HILGER, SECRETARY**

STATE OF CALIFORNIA  
~~STATE OF ARIZONA~~  
~~COUNTY OF LOS ANGELES~~  
~~COUNTY OF MARICOPA~~ } ss.

This instrument was acknowledged before me this 11th day of August, 1970, by

L. N. Carlson, Vice President and Wm. L. Hilger Secretary of the Vinell Corporation



*Irene C. Clarke*  
Notary Public

My commission expires Sept. 25, 1973

STATE OF ARIZONA } ss.  
County of MARICOPA

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 195, by \_\_\_\_\_

\_\_\_\_\_  
Notary Public  
My commission expires \_\_\_\_\_

9933

STATE OF ARIZONA  
COUNTY OF MARICOPA

Project No. 23-039, 51st Ave.  
Item No. J-2777 (Vinnell Corp)  
(Release of Lease)

Recommended for approval: \_\_\_\_\_  
P & Z Chief Cartographer

[Signature]  
County Engineer

ACCEPTED:  
MARICOPA COUNTY BOARD OF  
SUPERVISORS

ATTEST:  
[Signature]  
Clerk of Board of Supervisors

by: [Signature]  
Chairman of the Board

Date October 13, 1970

PHOTOSTATIC COPS REQUESTED  
 MARICOPA COUNTY HIGHWAY DEPT.  
 MARICOPA COUNTY P & Z COMM.

IN DOCKET 14753 Page 753-754 and indexed in deeds

DEED (R)  
Fee No.  
330650

OCT 10 1980 -10 15

When recorded, return to:  
Maricopa County Board of Supervisors   
Maricopa County Engineer

Witness my hand and official seal.  
BILL HENRY County Recorder  
By James O... Deputy Recorder

Compared Photostated he  
Recorded at Request of Board of Supervisors.

11501 - 51st Ave Bridge @ Salt River  
U-376  
104-63-4B

Quit-Claim Deed

For the consideration of One Dollar, and other valuable considerations, I or we,

Adolph & Sophie Bulleri (Adolph Bulleri and Sophie Bulleri, his wife) grantor  
hereby quit-claim to MARICOPA COUNTY, a political subdivision of the State of Arizona, grantee, all right, title, or interest  
in the following real property situated in Maricopa County, Arizona:

See Exhibit A

28-112E 5 3/4 NW  
704-63 AB 1.610 AC  
9610



Recommended for approval: Thomas R. Foltz  
Right-of-way Agent

Alfred  
Deputy County Engineer

ACCEPTED:  
MARICOPA COUNTY BOARD OF SUPERVISORS  
Fred Kroyer  
Chairman of the Board

ATTEST:  
Phyllis  
Clerk of the Board

Date OCT 6 1980

TO HAVE AND TO HOLD the same together with all the appurtenances thereunto belonging, to the grantee, its successors and assigns forever, for the use and benefit to the public as a right of way, for highway purposes.

Dated this 17th day of September, 19 80

Sophie Bulleri

Adolph Bulleri

STATE OF ARIZONA }  
County of MARICOPA } ss.

This instrument was acknowledged before me this 17th day of September, 19 80, by

Adolph & Sophie Bulleri

Thomas R. Foltz  
Notary Public  
My commission expires June 20, 1981

Exhibit "A"

That portion of the South three-quarters of the Northwest one-quarter (S3/4, NW1/4) of Section Twenty-eight (28), Township One (1) North, Range Two (2) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona lying within a strip of land 200 feet wide, lying 100 feet on each side of the following described centerline:

M.C.H.D.
Proofed
TRF
3/3/80
B. J. Au
Checked
TRF
3/17/80
Approved
TRF
3/24/80

Beginning at the East one-quarter (E1/4) corner of Section Twenty-nine (29), Township One (1) North, Range Two (2) East of the Gila and Salt River Base and Meridian Maricopa County, Arizona; thence North 12°33'57" West, (assumed bearing), 1200 feet along the East line of said Section 29 to the True Point of Beginning for the herein described 200-foot wide strip of land, also being shown as Engineers Highway Station 12+00 on the plans for Maricopa County Highway Department project work order 11501, bridge on 51st Avenue at Salt River; THENCE North 12°33'57" West, 622.28 feet along said Section line to Engineers Highway Station 18+22.28 and the beginning of a curve concave Northeasterly, having a radius of 1400.00 feet and a central angle of 1°57'30"; thence Northwesterly and Northerly, 47.85 feet along said curve to Engineers Highway Station 18+70.13 and the beginning of a tangent; thence North 10°36'27" West 1704.21 feet to the beginning of a curve concave North-easterly, having a radius of 2000 feet and a central angle of 4°24'33"; thence Northwesterly and Northerly, 153.91 feet along the arc of said curve to Engineers Highway Station 35+74.33 to a point on the East line of Section 20 and the beginning of a tangent; thence North 6°11'54" West, 371.76 feet to Engineers Highway Station 41+00 and the True Point of Ending for the herein described 200-foot wide strip of land; thence continuing for a tie North 6°11'54" West, 1634.61 feet to the East one-quarter (E1/4) corner of Section Twenty (20), Township One (1) North, Range Two (2) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

ALSO a strip of land Twenty-five (25) feet wide having as its Easterly line the Westerly line of the herein described 200-foot wide strip of land and beginning at Engineers Highway Station 34+00 and ending at Engineers Highway Station 35+74.33.

EXCEPT any portion thereof lying within existing right-of-way as shown in Book 3 of Road Maps, Page 50, M.C.R. and Docket 3683, Page 40, M.C.R.



CONTRACT NO. 80-626

S2SW 21-1N2E

104-60-2A  
Project No. 11501  
51st Ave. Bridge @  
Salt River  
Item No. U-374

353269

EASEMENT (ES)

1.37Ac

EASEMENT FOR HIGHWAY PURPOSES

Recorded at Request of Board of Supervisors.

The STATE OF ARIZONA, acting by and through its Department of Transportation, hereinafter called "GRANTOR", for and in consideration of the sum of ONE DOLLAR (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant to MARICOPA COUNTY, a political subdivision of the State of Arizona, its successors, and assigns, a permanent easement and right-of-way, for the following purposes: The right to enter upon the hereinafter described land and grade, level, fill, drain, pave, build, maintain, repair and rebuild a road or highway, including incidental purposes consistent herewith, together with such bridges, culverts, ramps and cuts as may be necessary, on, over, under, and across the ground embraced within the right-of-way situated in the County of Maricopa, State of Arizona, and described as follows:

That portion of the South half of the Southwest quarter (S $\frac{1}{2}$  SW $\frac{1}{4}$ ) of Section 21, Township 1 North, Range 2 East, Gila and Salt River Meridian, Maricopa County, Arizona, found to be lying within a strip of land 200 feet wide, lying 100 feet on each side of the following described centerline:

Beginning at the East quarter corner of Section 29, Township 1 North, Range 2 East, Gila and Salt River Meridian, Maricopa County, Arizona; thence North 12° 33' 57" West (Assumed Bearing), 1200 feet along the East line of said Section 29 to the TRUE POINT OF BEGINNING for the herein described 200-foot wide strip of land also being shown as Engineers Highway Station 12+00 on the plans for Maricopa County Highway Department Project Work Order No. 11501, Bridge on 51st Avenue at Salt River; thence North 12° 33' 57" West, 622.28 feet along said Section line to Engineers Highway Station 18+22.28 and the beginning of a curve concave northeasterly, having a radius of 1400.00 feet and a central angle of 1° 57' 30"; thence northwesterly and northerly, 47.85 feet along said curve to Engineers Highway Station 18+70.13 and the beginning of a tangent; thence North 10° 36' 27" West, 1704.21 feet to the beginning of a curve concave northeasterly, having a radius of 2000 feet and a central angle of 4° 24' 33"; thence northwesterly and northerly, 153.91 feet along the arc of said curve to a point on the East line of Section 20 and the beginning of a tangent; thence North 6° 11' 54" West, 371.76 feet to Engineers Highway Station 41+00 and the TRUE POINT OF ENDING for the herein described 200-foot wide strip of land; thence continuing for a tie North 6° 11' 54" West, 1634.61 feet to the East quarter corner of Section 20, Township 1 North, Range 2 East, Gila and Salt River Meridian, Maricopa County, Arizona.

M.C.H.D.  
Proofed  
ZB  
TRF  
9/15/80  
Checked  
TRF  
7/21/80  
Approved  
JW  
9/17/80

ALSO a strip of land 25 feet wide having as its easterly line the westerly line of the herein described 200-foot wide strip of land and beginning at Engineers Highway Station 34+00 and ending at Engineers Highway Station 35+74.33.

EXCEPT any portion lying within the existing rights-of-way as shown in Book 2 of Road Maps, Page 14 and in Docket 3683, Page 43 and Docket 8364, Page 170, all in M.C.R.

Grantee shall indemnify and save harmless the Grantor from any and all claims, demands or causes of action resulting from injuries or death to any person or damage to property arising out of the construction or removal, realignments or relocation and maintenance of the Grantee's facilities upon said parcel of land, or by reason of anything done, or permitted to be done, or omitted to be done by the Grantee in or about said parcel of land, by contract, license, easement or otherwise.

To have and to hold the said easement and right-of-way unto Maricopa County, a political subdivision of the State of Arizona and unto its successors and assigns forever, together with the right of ingress and egress to permit the economical operation and maintenance of said public highway and all incidents thereto.

The said easement to include the right to cut back and trim such portion of the branches and tops of the trees now growing or that may hereafter grow upon the above described premises, as may extend over said right-of-way, so as to prevent the same from interfering with the efficient maintenance and operation of said public highway.

In the event the right, privilege and easement herein granted shall be abandoned and permanently cease to be used for the purposes herein granted all rights herein granted shall cease and revert to the Grantor, its successor or assigns.

Dated this 25th day of September, 1980.

STATE OF ARIZONA

W.A. Ordway  
W. A. Ordway, Director  
Arizona Department of Transportation

STATE OF ARIZONA )  
                          ) ss.  
COUNTY OF MARICOPA )

On this the 25th day of September, 1980, before me, BEVERLY W. GRIFFITH, the undersigned Notary Public, personally appeared W.A. Ordway, Director, Arizona Department of Transportation, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

My Commission expires:  
My Commission Expires Oct. 17, 1983

Beverly W. Griffith  
NOTARY PUBLIC

Recommended for approval:

Thomas R. Foster      R. Estenbrook  
Right of Way              County Engineer  
Agent

ACCEPTED:  
MARICOPA COUNTY BOARD OF SUPERVISORS

ATTEST:

By Fred Koryga  
Chairman of the Board

Shirley Wall  
Clerk of Board of Supervisors

Date OCT 20 1980

WRL:pa  
8-28-80

STATE OF ARIZONA }  
County of Maricopa } ss  
I hereby certify that the within instrument was filed and recorded at request of  
MARICOPA CO. BO. OF SUPERVISORS

OCT 29 1980-800  
in Booklet 14793  
in Page 102-104

Witness my hand and official seal the day and year aforesaid:  
Bill Hancy

County Recorder  
John D. King  
Deputy Recorder

20 OCT 15 1980

N-C

I do hereby certify that the within named instrument was recorded at request of  
11058-437-438 MARICOPA CO. BD. OF SUPERVISORS

Fee No.:  
45103

MAR 5 - 1975 - 8 99 Records of Maricopa County, Arizona.  
WITNESS my hand and official seal the day and year aforesaid.

Fee:

TOM FREESTONE County Recorder By R. Lance Deputy Recorder  
When recorded return to: MARICOPA COUNTY BOARD OF SUPERVISORS

EASEMENT AND AGREEMENT FOR HIGHWAY PURPOSES 101-47-2, 1

Project No. DD-5721

Item No. Z-74-82

LAKIN CATTLE COMPANY, an Arizona Corporation

GRANTORS,

for and in consideration of the sum of One Dollar and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant to MARICOPA COUNTY, a political subdivision of the State of Arizona, its successors, and assigns, a permanent easement and right-of-way, for the following purposes, namely: The right to enter upon the hereinafter described land and grade, level, fill, drain, pave, build, maintain, repair and rebuild a road or highway, including incidental purposes consistent therewith, together with such bridges, culverts, ramps and cuts as may be necessary, on, over, under, and across the ground embraced within the right-of-way situated in the County of Maricopa, State of Arizona, and described as follows:

M.C.H.D.  
Proofed  
[Signature]  
1/22/75  
Checked  
[Signature]  
2/18/75  
Approved  
[Signature]  
2/20/75

The West Forty(40) feet of the Northwest one-quarter of the Southwest one-quarter (NW $\frac{1}{4}$  of SW $\frac{1}{4}$ ) of Section Thirty-two(32), Township One(1) North, Range One(1) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.



To have and to hold the said easement and right-of-way unto Maricopa County, a political subdivision of the State of Arizona and unto its successors and assigns forever, together with the right of ingress and egress to permit the economical operation and maintenance of said public highway and all incidents thereto, and together with the right to authorize, permit, and license the use thereof for utilities or other public purposes not inconsistent with its primary use as a highway.

And the Grantors hereby covenant that they are lawfully seized and possessed on this aforementioned tract or parcel of land; that they have a good and lawful right to sell and convey it; and that they will warrant the title and quiet possession thereto against the lawful claim of all persons, subject to easements of record.

The said easement to include the right to cut back and trim such portion of the branches and tops of the trees now growing or that may hereafter grow upon the above described premises, as may extend over said right-of-way, so as to prevent the same from interfering with the efficient maintenance and operation of said public highway.

In the event the right, privilege and easement herein granted shall be abandoned and permanently cease to be used for the purposes herein granted all rights herein granted shall cease and revert to the grantors, their heirs or assigns.

Wherever in the foregoing instrument the plural is used, it will be read as singular when necessary, and wherever words indicating gender are employed they will apply to either masculine, feminine or neuter as the context requires.

NOW THEREFORE, in consideration of the same and further consideration hereinafter set forth, it is agreed, that this instrument contains the entire agreement between the parties hereto there being no further consideration paid than herein specified.

THE COUNTY OF MARICOPA AGREES: 1975 FEB 10 11:18 17

1975 FEB 13 11:28

A. To use the above described land for the general welfare and benefit of the public.

STATE OF ARIZONA }  
County of Maricopa } ss.

Before me, Wilma C. Brown, Notary Public in and for said County, State of Arizona, on this day personally appeared Charles A. Lakin known to me to be the person whose name is subscribed to the foregoing instrument as President of the Corporation described in the foregoing instrument, and as such acknowledged to me that he executed the same for said Corporation, for the purpose and consideration therein expressed, as its free act and deed and by each of them voluntarily executed.

Given under my hand and seal of office, this 7 day of February, A.D., 1975.  
Wilma C. Brown Notary Public  
(My Commission Expires My Commission Expires Oct. 31, 1978)

THE GRANTOR AGREES:

- 1. To grant an easement for the above described land to the County of Maricopa for the general welfare and benefit of the public.
- 2. That acceptance of this dedication in no way obligates Maricopa County to construct or maintain a roadway within the right-of-way granted by this document.
- 3. It is further agreed that any existing encroachments within the right-of-way granted by this easement will be removed or relocated to Grantor's remaining property at no expense to County.

Dated this 7th day of February, 1975.

Lakin Cattle Co  
Grantor  
by Charles A. Lakin  
Grantor

Grantor  
Grantor

STATE OF ARIZONA }  
COUNTY OF MARICOPA } ss.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.  
My commission expires \_\_\_\_\_

Recommended for approval: Walter [Signature]  
Right of Way Agent

SEAL:  
Notary Public  
[Signature]  
County Engineer

ACCEPTED:  
MARICOPA COUNTY BOARD OF SUPERVISORS  
by [Signature]  
Chairman of the Board

ATTEST:  
[Signature]  
Clerk of Board of Supervisors

Date March 17, 1975

**No  
Maricopa  
County  
Interest in  
Panel 2 A**

**Supporting  
Documents  
for  
Panel 3 A**

TRIBAL OWNED XXXX  
 INDIVIDUALLY OWNED \_\_\_\_\_  
 GOVERNMENT OWNED \_\_\_\_\_  
 ROUTE NO. \_\_\_\_\_

335048

Recorded at Request of  
 Board of Supervisors.

GRANT OF EASEMENT FOR RIGHT-OF-WAY

D15078

WHEN RECORDED RETURN TO:  
 Maricopa County Highway Dept.  
 Real Estate Division

EASEMENT (ES)

PROJECT McKellips Road @  
 Salt River - South  
 Channel  
 W.O. #30115 Item U-1076

KNOW ALL MEN BY THESE PRESENT:

That the United States of American, acting by and through JAMES A. BARBER, BIA, Salt River Agency, Bureau of Indian Affairs, Department of Interior, Scottsdale, Arizona, 85256, hereinafter referred to as "Grantor" under the authority contained in 230 DMI, 10 BIAM 3 and 10 BIAM 11, and pursuant to the provisions of the Act of February 5, 1948 (62 Stat. 17, 25 U.S.C. 323-328), and Part 161, Title 25 Code of Federal Regulations, in consideration of \$146,250 and other good and valuable consideration, the receipt of which is acknowledged, does hereby grant to Maricopa County, hereinafter referred to as the "Grantee," an easement for a right-of-way for the following purposes, namely: The right to enter upon the hereinafter described land and grade, level, fill, drain, pave, maintain, repair and rebuild a public road, or highway including incidental purposes therewith, together with such bridges, culverts, ramps and outs as may be necessary, on, over, under and across the ground embraced within the right-of-way situated on the following described lands located within the Salt River Indian Reservation, County of Maricopa, State of Arizona:

A right-of-way, variable feet in width and 2760 feet in length across a portion of the Salt River Indian Reservation, Arizona located in Section Four (4), Township One (1) North, Range Five (5) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona. The said easement as shown on Map No. M.C.H.D. Work Order No. 30115 attached hereto, is limited to and whose center line is more particularly described as follows:

That part of the Southwest one-quarter (SW $\frac{1}{4}$ ) of Section Four (4), Township One (1) North, Range Five (5) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona more particularly described as follows:

A strip of land 15 feet wide (measured at right angles and radially) having for its Southwesterly line the Northeasterly right-of-way line of the 80-foot wide roadway described in Book 18 of Road Maps, Pages 30 & 31 and also in Book 18 of Road Maps, Page 56, M.C.R., BEGINNING at Engineer's Highway Station 165+00 as shown on the approved plans for Maricopa County Highway Department Work Order No. 30115 and having its terminus at a point on the South boundary of the Salt River Indian Reservation according to the plat on file in the Office of the United States Bureau of Land Management, Phoenix, Arizona entitled Sheet 2 of 4 sheets of the South boundary of the Salt River Indian Reservation approved by Clark L. Gumm on August 17, 1972.

ALSO a strip of land 15 feet wide (measured at right angles and radially) having for its Northeasterly line the Southwesterly right-of-way line of said 80-foot wide roadway and having for its BEGINNING said Engineer's Highway Station 165+00 and having its terminus at said South boundary of the Salt River Indian Reservation with the end lines of both herein described 15-foot wide strips of land to be shortened or lengthened to end on said South boundary of the Salt River Indian Reservation.

ALSO a parcel of land having for its Northeasterly line the new Southwesterly 55-foot right-of-way line as shown on said approved plans and having its True Point of Beginning 55 feet right of Engineer's Highway Station 183+28.31 and with the tangent portion of its Northeasterly line being 55 feet at right angles to and parallel with the center line of said roadway on a bearing of South 53°36'05" East; thence South 36°23'55" West, 85 feet; thence South 69°23'55" West, 113.59 feet; thence South 20°36'05" East, 159.24 feet; thence South 36°23'55" West, 28.01 feet; thence South 53°36'05" East, 604.71 feet; thence North 36°23'55" East, 307.57 feet to a point on the new Southwesterly 55-foot right-of-way line as shown on said approved plans; thence in a Northwesterly direction 270.98 feet along a curve concave Northeasterly, said curve having a radius of 2919.79 feet to a point that is 55 feet right of Engineer's Highway P.C. Station 187+34.12; thence North 53°36'05" West, 334.12 feet to the True Point of Beginning for the herein described parcel of land.

TO HAVE AND TO HOLD the said easement and right-of-way unto the Grantee, with the right to construct, maintain, and repair improvements thereon and thereover, for such purposes.

The said easement to include the right to cut back and trim such portion of the branches and tops of the trees now growing or that may hereafter grow upon the above-described premises, as may extend over said right-of-way, so as to prevent the same from interfering with the efficient maintenance and operation of said public road.

This easement is subject to any prior valid existing right or adverse claim and is without limitation as to tenure, so long as said easement shall be actually used for the purpose above specified; PROVIDED, that this right-of-way shall be terminable in whole or in part by the Grantor for any of the following causes upon 30 days written notice and failure of the Grantee within said notice period to correct the basis for termination (25 CFR 161.20).

- A. Failure to comply with any term or condition of the grant or the applicable regulations.
- B. A nonuse of the right-of-way for a consecutive two-year period for the purpose for which it was granted.
- C. An abandonment of the right-of-way.
- D. Failure of the Grantee, upon the completion of construction, to file with the Grantor an affidavit of completion pursuant to 25 CFR 161.16.

The condition of this easement shall extend to and be binding upon and shall insure to the benefit of the Grantee.

This easement is expressly subject to the stipulations required by 25 CFR 161.5 except those required by subsection (c) thereof which are hereby waived.

IN WITNESS WHEREOF, Grantor has executed this grant of easement this

19<sup>th</sup> day of August, 1981

UNITED STATES OF AMERICA

James A. Barber
JAMES A. BARBER, Coordinator
U.S. DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS
SALT RIVER AGENCY
ROUTE 1, BOX 117
SCOTTSDALE, ARIZONA 85256

ACKNOWLEDGMENT

STATE OF ARIZONA )
COUNTY of Maricopa)

BEFORE ME, a Notary Public, in and for said County and State, on this 24th day of August, 1981 personally appeared JAMES A. BARBER, whose name is subscribed to the foregoing Grant of Easement for Right-of-Way as Coordinator, Bureau of Indian Affairs, and who acknowledge that he is and was at the time of signing the same, Coordinator, Salt River Agency, Bureau of Indian Affairs; and he personally acknowledged to me that he executed the said Grant of Easement for Right-of-Way in his official capacity and pursuant to authority delegated to him for the uses and purposes set forth therein.

Arthur White
Notary Public

My Commission Expires: June 24, 1982

Recommended for approval: Thomas R. Boller
Right-of-Way Agent

Deputy County Engineer

ATTEST:

ACCEPTED: MARICOPA COUNTY BOARD OF SUPERVISORS

Richard Woodall
Clerk of the Board

Chairman of the Board

Date: SEP 28 1981

OCT 7 - 1981 -2 00

STATE OF ARIZONA }
County of Maricopa }

I hereby certify that the with
ARICOPA in instrument was filed and re-
corded at request of

Recorded by

in Docket 15564
on page 947-948

Witness my hand and official
seal the day and year aforesaid.

By Bill Henry
County Recorder

Deputy Recorder

N-C

Recorded at Request of Board of Supervisors.

16403

WHEN RECORDED RETURN TO:  
Maricopa County Highway Dept.  
Real Estate Division

APPLICATION  
FOR  
RIGHT-OF-WAY EASEMENT (ES) 85-276403

MARICOPA COUNTY, a political subdivision of the State of Arizona, Phoenix, Arizona, hereby makes application pursuant to Section 5 of the Act of February 5, 1948 and in accordance with Departmental Regulations 25 CFR<sup>169</sup>~~169~~ for a road right-of-way, variable in width and variable in length over lands located within the Salt River Pima-Maricopa Indian Community to be granted to MARICOPA COUNTY, the right to construct, maintain and repair improvements thereon and thereover for such purposes. The location of said road and its extent are more particularly shown and delineated on the accompanying map, Drawing #60401-A and 30115-A which has been prepared in compliance with 25 CFR<sup>169.6</sup>~~169.6~~ and which by this reference is made a part hereof.

In the event the right-of-way herein applied for is granted, MARICOPA COUNTY agrees to conform and abide by all pertinent rules and regulations of the Department of the Interior with special reference to Departmental Regulation 25 CFR<sup>169</sup>~~169~~.

IN WITNESS WHEREOF, the undersigned applicant has caused this instrument to be executed this 8 day of November, 19 82

RECORDED IN OFFICIAL RECORDS  
OF MARICOPA COUNTY, ARIZONA  
JUN 14 1985 -4 15  
KEITH POLES, County Recorder  
FEE NC PGS 4 H.O.

MARICOPA COUNTY HIGHWAY DEPARTMENT

By: [Signature]  
Acting County Engineer

ATTEST:

MARICOPA COUNTY BOARD OF SUPERVISORS

[Signature] ASS'T CLERK  
Clerk of the Board

[Signature]  
Chairman of the Board

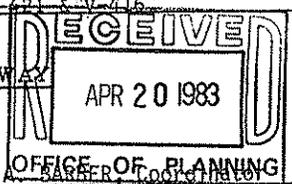
(6)

Tribal Owned XXXXX  
Individually Owned \_\_\_\_\_  
Government Owned \_\_\_\_\_  
Route No. \_\_\_\_\_

MCHD Project No. 60401-A & 30115-A#  
Name Alma School Road & McKellips  
Roads both at Salt River  
Item No. V-421 & V-416

135-  
V16402  
85 276403

GRANT OF EASEMENT FOR RIGHT-OF-WAY



KNOW ALL MEN BY THESE PRESENT:

That the United States of America, acting by and through JAMES A. BARBER, County Planner  
BIA, SALT RIVER AGENCY, Bureau of Indian Affairs, Department of Interior, \_\_\_\_\_  
SCOTTSDALE, ARIZONA, 85256, hereinafter referred to as "Grantor" under the authority  
contained in 230 DMI, 10 BIAM 3 and 10 BIAM 11, and pursuant to the provisions of the  
169  
Act of February 5, 1948 (62 Stat. 17, 25 U.S.C. 323-328), and Part ~~XXI~~, Title 25 Code of  
Federal Regulations, in consideration of \$184,705 and other good and valuable consideration,  
the receipt of which is acknowledged, does hereby grant to Maricopa County, hereinafter  
referred to as the "Grantee," an easement for a right-of-way for the following purposes,  
namely: The right to enter upon the hereinafter described land and grade, level, fill, drain,  
pave, maintain, repair and rebuild a public road, or highway including incidental purposes  
therewith, together with such bridges, culverts, ramps and cuts as may be necessary, on,  
over, under and across the ground embraced within the right-of-way situated on the following  
described lands located within the Salt River Pima-Maricopa Indian Community, County  
of Maricopa, State of Arizona:

135-1  
W.O. #30115-A McKellips Road at Salt River Item V-416

A parcel of land lying in the Southwest one-quarter (SW $\frac{1}{4}$ ) of Section Four (4), Township One (1) North, Range Five (5) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona more particularly described as follows:

A strip of land 80.00 feet in width lying 40.00 feet on each side of the center line (measured at right angles and radially) as shown and described in Book 18 of Road Maps on Pages 30 and 31 and also in Book 18 of Road Maps on Page 56, all in M.C.R. extending from the approximate Salt River Indian Reservation Boundary Line as shown on said Road Maps to the Salt River Indian Reservation Boundary Line as established by Public Law 95-399. (Contains 2.9 acres.)

W.O. #60401-A Alma School Road at Salt River Item V-421 135-6

That part of Lots 9 and 10, Section Eight (8), Township One (1) North, Range Five (5) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona more particularly described as follows:

That part of a strip of land 80.00 feet in width, lying 40.00 feet on each side of the center line (measured at right angles and radially) as shown and described in Book 18 of Road Maps on Pages 30 and 31 and Book 18 of Road Maps on Page 56, all in M.C.R. lying within the 110.00-foot wide strip of land described in Docket 15564 on Pages 944, 945 and 946, M.C.R. extending from the approximate Salt River Indian Reservation Line as shown on said Road Maps to the Salt River Indian Reservation Line as established by Public Law 95-399. (Contains 0.9 acres.)

TO HAVE AND TO HOLD the said easement and right-of-way unto the Grantee, with the right to construct, maintain, and repair improvements thereon and thereover, for such purposes.

The said easement to include the right to cut back and trim such portion of the branches and tops of the trees now growing or that may hereafter grow upon the above-described premises, as may extend over said right-of-way, so as to prevent the same from interfering with the efficient maintenance and operation of said public road.

This easement is subject to any prior valid existing right or adverse claim and is without limitation as to tenure, so long as said easement shall be actually used for the purpose above specified; PROVIDED, that this right-of-way shall be terminable in whole or in part by the Grantor for any of the following causes upon 30 days written notice and failure of the Grantee within said notice period to correct the basis for termination (25 CFR ~~161.20~~ <sup>169.20</sup>).

- A. Failure to comply with any term or condition of the grant or the applicable regulations.
- B. A nonuse of the right-of-way for a consecutive two-year period for the purpose for which it was granted.
- C. An abandonment of the right-of-way.
- D. Failure of the Grantee, upon the completion of construction, to file with the Grantor an affidavit of completion pursuant to 25 CFR ~~161.16~~ 169.16

The condition of this easement shall extend to and be binding upon and shall insure to the benefit of the Grantee.

This easement is expressly subject to the stipulations required by 25 CFR ~~161.5~~ <sup>169.5</sup> except those required by subsection (c) thereof which are hereby waived.

IN WITNESS WHEREOF, Grantor has executed this grant of easement this 25<sup>th</sup> day of APRIL, 19 Eighty Three

UNITED STATES OF AMERICA

By James A. Barber  
 U.S. DEPARTMENT OF THE INTERIOR  
 BUREAU OF INDIAN AFFAIRS  
 JAMES A. BARBER, Coordinator  
 Salt River Agency, BIA, 615

All references to 25 C.F.R 161  
 have been changed to 25 C.F.R. 169  
 per Manual release  
 April 1, 1983

1516403  
85 276403

ACKNOWLEDGMENT

STATE OF ARIZONA )  
                          )  
COUNTY of Maricopa)

BEFORE ME, a Notary Public, in and for said County and State, on this 25th day of  
APRIL, 19 83 personally appeared JAMES A. BARBER,  
whose name is subscribed to the foregoing Grant of Easement for Right-of-Way as \_\_\_\_\_  
Coordinator, Bureau of Indian Affairs, and who acknowledge that  
he is and was at the time of signing the same, Coordinator, SALT RIVER AGENCY  
\_\_\_\_\_, Bureau of Indian Affairs; and he personally acknowledged to me that  
he executed the said Grant of Easement for Right-of-Way in his official capacity and pursuant  
to authority delegated to him for the uses and purposes set forth therein.

[Signature]  
Notary Public

My Commission Expires: June 24, 1984

\*\*\*\*\*

Recommended for Approval: [Signature]  
Right-of-Way Agent

[Signature]  
Deputy County Engineer

\*\*\*\*\*

ATTEST:

ACCEPTED:

MARICOPA COUNTY BOARD  
OF SUPERVISORS

[Signature]  
Clerk of the Board

[Signature]  
Chairman of the Board

Date: 4-12-82

Recorded at Request of Board of Supervisors.

116403  
RECORDED RETURN TO:  
Maricopa County Highway Dept.  
Real Estate Division

APPLICATION FOR RIGHT-OF-WAY EASEMENT (ES) 85 276403

135-1

MARICOPA COUNTY, a political subdivision of the State of Arizona, Phoenix, Arizona, hereby makes application pursuant to Section 5 of the Act of February 5, 1948 and in accordance with Departmental Regulations 25 CFR<sup>169</sup>~~161~~ for a road right-of-way, variable in width and variable in length over lands located within the Salt River Pima-Maricopa Indian Community to be granted to MARICOPA COUNTY, the right to construct, maintain and repair improvements thereon and thereover for such purposes. The location of said road and its extent are more particularly shown and delineated on the accompanying map, Drawing #60401-A and 30115-A which has been prepared in compliance with 25 CFR<sup>169.6</sup>~~161~~ and which by this reference is made a part hereof.

In the event the right-of-way herein applied for is granted, MARICOPA COUNTY agrees to conform and abide by all pertinent rules and regulations of the Department of the Interior with special reference to Departmental Regulation 25 CFR<sup>169</sup>~~161~~.

IN WITNESS WHEREOF, the undersigned applicant has caused this instrument to be executed this 8 day of November, 19 82

RECORDED  
OF MARICOPA COUNTY, ARIZONA  
JUN 14 1985 -4 15  
N-C H.O.

MARICOPA COUNTY HIGHWAY DEPARTMENT

By: [Signature]  
Acting County Engineer

ATTEST:

MARICOPA COUNTY BOARD OF SUPERVISORS

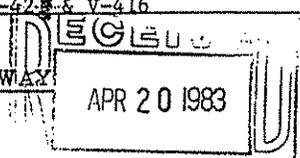
[Signature] ASST CLERK  
Clerk of the Board

[Signature]  
Chairman of the Board

Tribal Owned XXXXX  
Individually Owned \_\_\_\_\_  
Government Owned \_\_\_\_\_  
Route No. \_\_\_\_\_

MCHD Project No. 60401-A & 30115-A  
Name Alma School Road & McKellips  
Roads both at Salt River  
Item No. V-428 & V-416

GRANT OF EASEMENT FOR RIGHT-OF-WAY



KNOW ALL MEN BY THESE PRESENT:

That the United States of America, acting by and through JAMES A. SARBER, Coordinator  
BIA, SALT RIVER AGENCY, Bureau of Indian Affairs, Department of Interior, SCOTTSDALE, ARIZONA, 85256, hereinafter referred to as "Grantor" under the authority contained in 230 DMI, 10 BIAM 3 and 10 BIAM 11, and pursuant to the provisions of the Act of February 5, 1948 (62 Stat. 17, 25 U.S.C. 323-328), and Part 169, Title 25 Code of Federal Regulations, in consideration of \$184,705 and other good and valuable consideration, the receipt of which is acknowledged, does hereby grant to Maricopa County, hereinafter referred to as the "Grantee," an easement for a right-of-way for the following purposes, namely: The right to enter upon the hereinafter described land and grade, level, fill, drain, pave, maintain, repair and rebuild a public road, or highway including incidental purposes therewith, together with such bridges, culverts, ramps and cuts as may be necessary, on, over, under and across the ground embraced within the right-of-way situated on the following described lands located within the Salt River Pima-Maricopa Indian Community, County of Maricopa, State of Arizona:

W.O. #30115-A McKellips Road at Salt River Item V-416

A parcel of land lying in the Southwest one-quarter (SW¼) of Section Four (4), Township One (1) North, Range Five (5) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona more particularly described as follows:

A strip of land 80.00 feet in width lying 40.00 feet on each side of the center line (measured at right angles and radially) as shown and described in Book 18 of Road Maps on Pages 30 and 31 and also in Book 18 of Road Maps on Page 56, all in M.C.R. extending from the approximate Salt River Indian Reservation Boundary Line as shown on said Road Maps to the Salt River Indian Reservation Boundary Line as established by Public Law 95-399. (Contains 2.9 acres.)

W.O. #60401-A Alma School Road at Salt River Item V-421

That part of Lots 9 and 10, Section Eight (8), Township One (1) North, Range Five (5) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona more particularly described as follows:

That part of a strip of land 80.00 feet in width, lying 40.00 feet on each side of the center line (measured at right angles and radially) as shown and described in Book 18 of Road Maps on Pages 30 and 31 and Book 18 of Road Maps on Page 56, all in M.C.R. lying within the 110.00-foot wide strip of land described in Docket 15564 on Pages 944, 945 and 946, M.C.R. extending from the approximate Salt River Indian Reservation Line as shown on said Road Maps to the Salt River Indian Reservation Line as established by Public Law 95-399. (Contains 0.9 acres.)

TO HAVE AND TO HOLD the said easement and right-of-way unto the Grantee, with the right to construct, maintain, and repair improvements thereon and thereover, for such purposes.

The said easement to include the right to cut back and trim such portion of the branches and tops of the trees now growing or that may hereafter grow upon the above-described premises, as may extend over said right-of-way, so as to prevent the same from interfering with the efficient maintenance and operation of said public road.

This easement is subject to any prior valid existing right or adverse claim and is without limitation as to tenure, so long as said easement shall be actually used for the purpose above specified; PROVIDED, that this right-of-way shall be terminable in whole or in part by the Grantor for any of the following causes upon 30 days written notice and failure of the Grantee within said notice period to correct the basis for termination (25 CFR ~~161.201~~ <sup>169.20</sup>).

- A. Failure to comply with any term or condition of the grant or the applicable regulations.
- B. A nonuse of the right-of-way for a consecutive two-year period for the purpose for which it was granted.
- C. An abandonment of the right-of-way.
- D. Failure of the Grantee, upon the completion of construction, to file with the Grantor an affidavit of completion pursuant to 25 CFR ~~161.16~~ <sup>169.16</sup>.

The condition of this easement shall extend to and be binding upon and shall insure to the benefit of the Grantee.

This easement is expressly subject to the stipulations required by 25 CFR ~~161.5~~ <sup>169.5</sup> except those required by subsection (c) thereof which are hereby waived.

IN WITNESS WHEREOF, Grantor has executed this grant of easement this 25<sup>th</sup> day of APRIL, 19 Eighty Three

UNITED STATES OF AMERICA

By James A. Barber  
 U.S. DEPARTMENT OF THE INTERIOR  
 BUREAU OF INDIAN AFFAIRS  
 JAMES A. BARBER, Coordinator  
 Salt River Agency, BIA, 615

All references to 25 C.F.R 161  
 have been changed to 25 C.F.R. 169  
 per Manual release  
 April 1, 1983

ACKNOWLEDGMENT

STATE OF ARIZONA )  
                          )  
COUNTY of Maricopa)

BEFORE ME, a Notary Public, in and for said County and State, on this 25<sup>th</sup> day of  
APRIL, 19 83 personally appeared JAMES A. BARBER,  
whose name is subscribed to the foregoing Grant of Easement for Right-of-Way as \_\_\_\_\_  
Coordinator, Bureau of Indian Affairs, and who acknowledge that  
he is and was at the time of signing the same, Coordinator, SALT RIVER AGENCY  
\_\_\_\_\_, Bureau of Indian Affairs; and he personally acknowledged to me that  
he executed the said Grant of Easement for Right-of-Way in his official capacity and pursuant  
to authority delegated to him for the uses and purposes set forth therein.

*Arthur White*  
Notary Public

My Commission Expires: June 24, 1984

\*\*\*\*\*

Recommended for Approval: *Art M...*  
Right-of-Way Agent

*W. Collins*  
Deputy County Engineer

\*\*\*\*\*

ATTEST:

ACCEPTED:

MARICOPA COUNTY BOARD  
OF SUPERVISORS

*Cherie Pennington*  
Clerk of the Board

*Stanley Robinson*  
Chairman of the Board

Date: 4-12-82



13556-299

123642  
D 14195

Project #60400, Alma School Bridge  
over Salt River

WHEN RECORDED RETURN TO  
County Highway Department  
Real Estate Division

EASEMENT (ES)  
EASEMENT AND  
AGREEMENT FOR HIGHWAY PURPOSES

Recorded at Request of  
Board of Supervisors.

This Agreement made this 2nd day of April,  
1979, between the Salt River Pima-Maricopa Indian Community Council,  
hereinafter referred to as the Council, and Maricopa County, a political  
subdivision of the State of Arizona, hereinafter referred to as the  
County,

WITNESSETH THAT:

The Council hereby consents to a grant to the County, its  
successors, and assigns, and the County agrees to purchase an easement  
and right-of-way on the land as described in the attached legal de-  
scription upon the following terms and conditions.

1. The interest conveyed shall be an easement and right-  
of-way for the following purposes, namely: the right to enter upon  
the described land and grade, level, fill, drain, pave, build, main-  
tain, repair and rebuild a road or highway, including incidental pur-  
poses consistent therewith, together with such bridges, culverts, ramps  
and cuts as may be necessary, on, over, under, and across the ground  
embraced within the right-of-way. The easement and right-of-way shall  
revert to the Salt River Pima-Maricopa Indian Community at such time as  
it has been abandoned as to the uses described in this paragraph.

2. The purchase price for said easement and right-of-way is  
Sixty-seven Thousand Two Hundred Dollars (\$67,200).

3. The purchase price shall be deposited in escrow with  
Minnesota Title of Phoenix, Arizona, at the time of the granting of  
the easement by the United States of America pursuant to the Right-of-  
Way Act of February 5, 1948, and shall be paid plus any interest  
earned to the Council only at such time as the County has acquired  
funding for the proposed construction of a bridge over the Salt River  
on Alma School Road.

4. The County shall have four (4) years from the date of  
the granting of said easement as described herein to acquire funding  
for the proposed construction.

I do hereby certify that the within named instrument was recorded at request of MARICOPA CO. BD. OF SUPERVISORS  
APR 9 - 1979 - 2 30 Docket 13556 Page 288-296 Records of Maricopa Co., Arizona  
WITNESS my hand and official seal the day and year aforesaid  
BILL HENRY, Maricopa County Recorder, By Walter King Deputy W. King

5. Should the County fail to acquire the funding for the proposed construction within the four (4) year period, the easement shall terminate and the purchase price returned to the County and the interest earned on said amount shall be paid to the Council.

6. The four (4) year period described herein may be extended upon agreement by the parties.

7. This Agreement shall remain in force and effect until all terms herein have been fulfilled.

8. This Agreement shall be filed with the Maricopa County Recorder and shall become effective on the date hereinbefore mentioned.

9. Attached to this Agreement are copies of appropriate action by resolution or otherwise authorizing the respective parties to enter into this Agreement.

COUNTY OF MARICOPA, a political subdivision of the State of Arizona

*Shirley Robinson*  
\_\_\_\_\_  
Chairman of the Board  
of Supervisors

Approved as to form:

*James C. Brad*  
\_\_\_\_\_  
County Attorney

ATTEST:

*Shirley Robinson*  
\_\_\_\_\_  
Clerk of the Board

SALT RIVER PIMA-MARICOPA  
INDIAN COMMUNITY COUNCIL

BY *Shirley Robinson*  
\_\_\_\_\_

ATTEST:

*Louisa Jim*  
\_\_\_\_\_

## LEGAL DESCRIPTION

All that part of Sections Four(4) and Five(5), Township One(1) North, Range Five(5) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, lying within the Salt River Indian Reservation described as follows:

A strip of land Seventy(70) feet in width on each side of, adjacent to, and parallel with the west line of Section 4, Township 1 North, Range 5 East, (also being the centerline of Alma School Road), and further described as follows: The West 70 feet of the South 1618.00 feet, except the South 278.90 feet of the Southwest one-quarter(SW $\frac{1}{4}$ ) of Section 4, Township 1 North, Range 5 East; and the East 70 feet of the South 1618.00 feet, except the South 278.90 feet, of the Southeast one-quarter(SE $\frac{1}{4}$ ) of Section Five(5), Township 1 North, Range 5 East, with the northern terminus points of these two 70-foot wide strips of land being coincidental with the South 40-foot right-of-way line of McKellips Road, being on a curve concave South and having a central angle of 57°12'00" and a radius of 2251.84 feet.

Also, the East 180 feet of the West 250 feet of the North 200 feet of the South 778.90 feet of the Southwest one-quarter(SW $\frac{1}{4}$ ) of Section 4, Township 1 North, Range 5 East; and the East 180 feet of the West 250 feet of the North 200 feet of the South 1428.90 feet of the Southwest one-quarter(SW $\frac{1}{4}$ ) of Section 4, Township 1 North, Range 5 East; and the West 50 feet of the East 120 feet of the North 150 feet of the South 678.90 feet of the Southeast one-quarter(SE $\frac{1}{4}$ ) of Section 5, Township 1 North, Range 5 East; and the West 180 feet of the East 250 feet of the North 200 feet of the South 1328.90 feet of the Southeast one-quarter(SE $\frac{1}{4}$ ) of Section 5, Township 1 North, Range 5 East.

All Sections, Townships and Ranges above refer to Gila and Salt River Base and Meridian, Maricopa County, Arizona.

All recitation of distance on each side of the centerline in this description is to be measured at right angles and radially to the described centerline.

EXCEPT any part lying within the parcel of land described in Book of Road Maps 18, pages 30 and 31.

This description is based on the Official Plat of the Dependent Resurvey and Survey of the South Boundary of the Salt River Indian Reservation, Sheet 1 of 4, Accepted by Clark L. Gumm, Chief, Division of Cadastral Survey, dated August 17, 1972 and on file in the Office of the United States Bureau of Land Management, Phoenix, AZ.

8-30

A MAP OF  
 HAYDEN RD., ALMA  
 SCHOOL RD., AND  
 MCKELLIPS RD., FROM  
 HAYDEN RD. TO COUNTRY CLUB  
 DR., LOCATED IN SECTIONS  
 1, 2, 3, 4, 5, 6, 7, 8 & 9,  
 T1N, R5E, AND  
 SECTIONS 4, 5, 6, 7, 8 & 9,  
 T1N, R5E, G. & S. R. 2 & M,  
 ARIZONA, WITHIN THE  
 SALT RIVER INDIAN  
 RESERVATION, MARICOPA  
 COUNTY, ARIZONA  
 PROJECT NO. 692-02  
 SHEET 1 OF 2

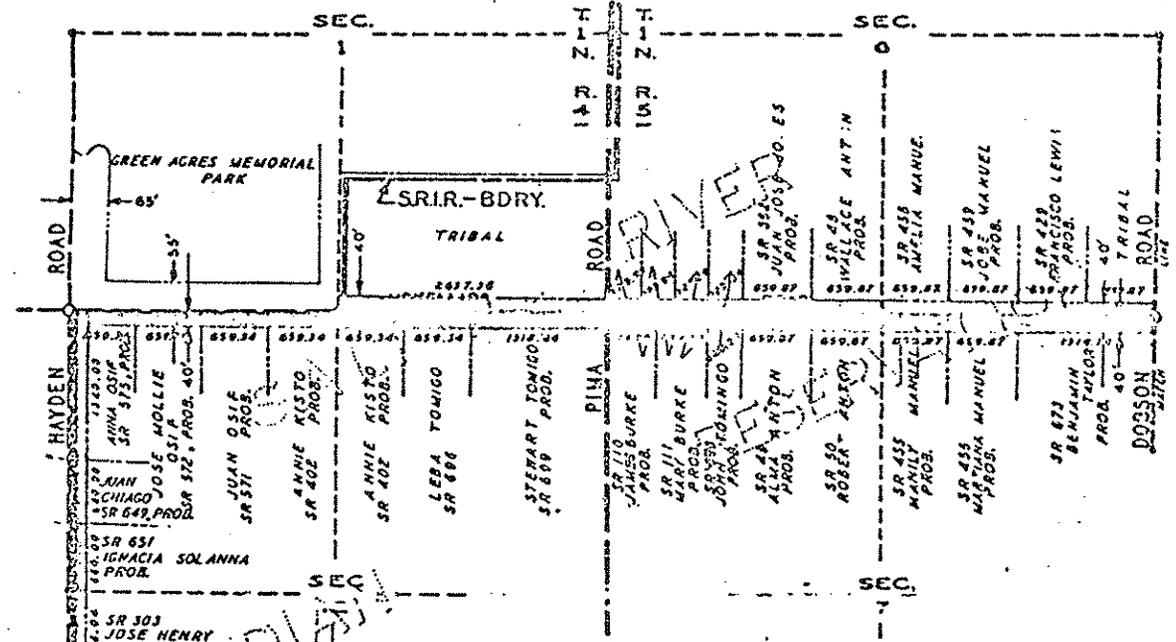
INVEST  
PLAN

211776

County of Maricopa  
 State of Arizona  
 1981

*Added to Subd*  
 10-20-81

Sec. 4, 5, 6, 7, 8, 9 1981

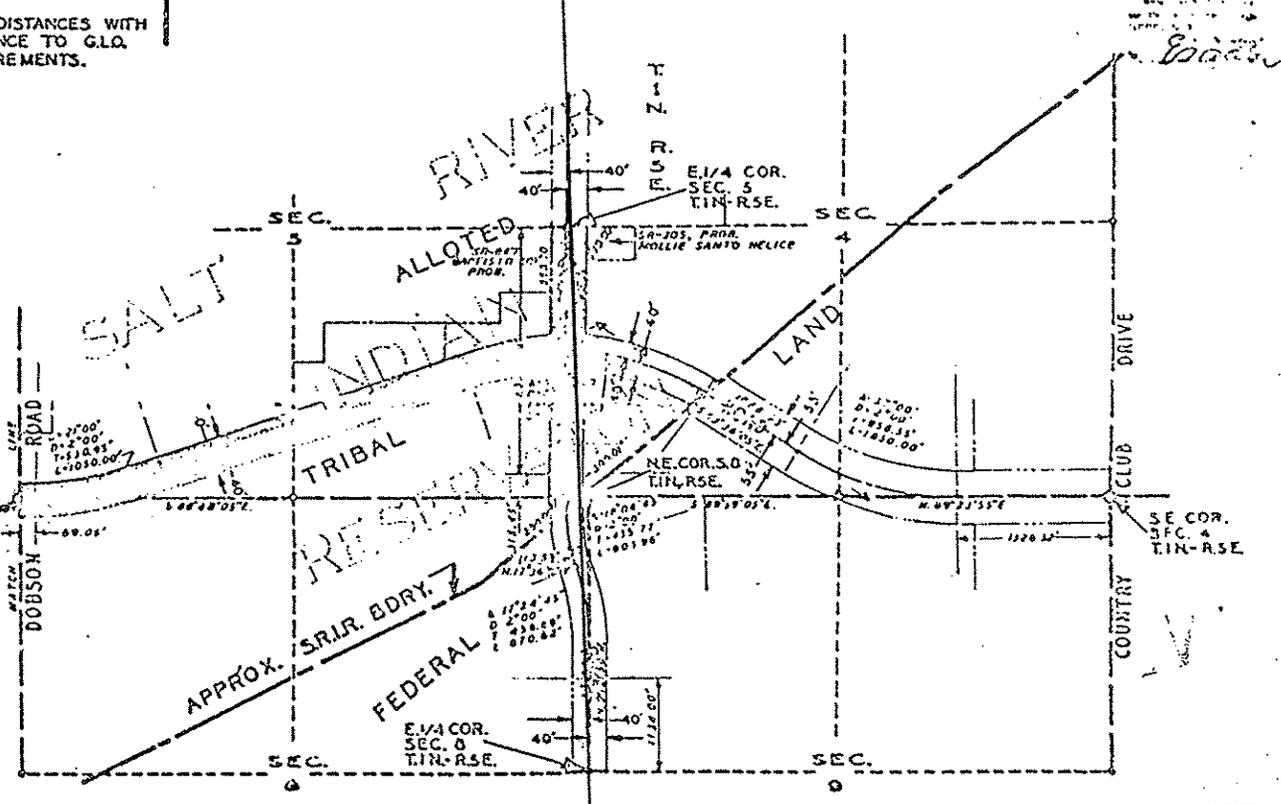


NOTE:  
 ABOVE DISTANCES WITH  
 REFERENCE TO G.L.D.  
 MEASUREMENTS.



TOTAL FRONTAGE FEET OF  
 ALLOTTED LAND, 40' IN WIDTH,  
 IS 20,786.89 FEET  
 AND 19.04 ACRES.

TOTAL FRONTAGE FEET OF  
 TRIBAL LAND, 40' IN WIDTH,  
 IS 22,771.49 FEET  
 AND 20.91 ACRES.



SEC. 4, 5, 6, 7, 8, 9 T1N R5E

**Supporting  
Documents  
for  
Panel 4 A**

3483 1

~~321516~~

D 13520

IN REPLY REFER TO



# United States Department of the Interior

BUREAU OF LAND MANAGEMENT

Cor Esmt

2800 (943)

ARIZONA STATE OFFICE  
2400 VALLEY BANK CENTER  
PHOENIX, ARIZONA 85073

Project A 7298 R/W #38700

EASEMENT (ES) Gilbert Rd. Brdg

141-2-000A

WHEN RECORDED RETURN TO:  
Maricopa County Highway Dept.  
Real Estate Division

October 25, 1977

Recorded at Request of  
Board of Supervisors.

## DECISION

### RIGHT-OF-WAY GRANTED

#### Details of Grant

Serial Number of Grant: A 7298

Name of Grantee: Maricopa County, A political subdivision of the State of Arizona

Map Showing the Location and Dimensions of Grant:

Map Designations: Gilbert Road Bridge over Salt River  
W.O. No. 38700

Date Filed: March 30, 1977

Permitted Use by Grantee: A <sup>100' WA</sup> ~~200'~~ x 307' easement for construction, operation, and maintenance of a bridge on Gilbert Road

Authority for Grant: Act of October 21, 1976, 90 Stat. 2776,  
43 U.S.C. 1761 (Public Law 94-579)

Regulations Applicable to Grant:

Code Reference: 43 CFR 2800

Circular Numbers: 2384

Date of Grant: October 25, 1977

Expiration Date of Grant: October 24, 2007

STATE OF ARIZONA }  
County of Maricopa } ss

I hereby certify that the within instrument was filed and recorded at request of MARICOPA

*County Highway Dept.*

**OCT 31 1977 - 130**

in Docket ~~12516~~  
on page ~~229-236~~

Witness my hand and official seal the day and year aforesaid.

*Tom Freestone*

County Recorder

By *Robert Ong*  
Deputy Recorder



1977 OCT 27 PM 5:53  
MARICOPA COUNTY  
HIGHWAY DEPT.

RE-RECORD, for correction in 6th paragraph on page 1

1977 OCT 27 11:51 AM

RECORDED

*Y.C.*

Terms and Conditions of Grant

Pursuant to the authority vested in the undersigned officer by Bureau Order No. 701 of July 23, 1964 (29 F.R. 10526), a right-of-way, the details of which are shown above, is hereby granted, subject to the following terms and conditions:

1. All valid rights existing on the date of the grant;
2. All applicable regulations in 43 CFR 2800 and regulations to be promulgated by the Secretary of the Interior pursuant to Public Law 94-579;
3. The right-of-way herein granted shall be subject to the express covenant that it will be modified, adapted, or discontinued if found by the Secretary to be necessary, without liability or expense to the United States, so as not to conflict with the use and occupancy of the land for any authorized works which may be hereafter constructed thereon under the authority of the United States;
4. At least 10 days in advance of beginning construction activities on the public lands, the grantee shall submit a timetable of construction to the BLM District Manager, Phoenix District, 2929 West Clarendon, Phoenix, Arizona 85017;  
  
(If construction is to begin upon receipt of the permit, the grantee shall immediately contact the District Manager to advise him of the immediate construction, and to discuss the timetable of construction.)
5. Permittee shall survey and clearly mark the centerline of the right-of-way. The exterior limits shall be clearly marked in an approved manner when required by the Authorized Officer or his delegate. All activities directly or indirectly associated with construction or maintenance must be conducted within the limits of the right-of-way; removal of vegetation shall be restricted to that absolutely essential to construction or maintenance;
6. The permittee shall immediately report to the Bureau of Land Management authorized officer any archaeological (prehistoric and historic) or paleontological remains that are encountered during construction or maintenance, and will suspend all work in connection with the right-of-way until final archaeological or paleontological clearance is granted;

3.

7. The permittee shall not use any pesticides on the Federal lands herein involved without specific prior authorization from the BLM authorized officer;
8. Within 90 days after completion of construction or after all restoration stipulations have been complied with, whichever is later, proof of construction, on forms approved by the Director, shall be submitted to the authorized officer;
- 9.. Upon completion of construction, the lands shall be restored to as near their natural condition as possible, subject to approval by the District Manager, Phoenix District;
10. This right-of-way reserves to the Secretary of the Interior, or his lawful delegate, the right to grant additional rights-of-way or permits for compatible uses over, under or adjacent to the land involved in this grant;
11. This right-of-way may be renewed. If renewed, the right-of-way will be subject to regulations existing at the time of renewal, and such other terms and conditions deemed necessary to protect the public interest;
12. Further terms and conditions:
  - a. This right-of-way is subject to the Reclamation Stipulations attached (Form 300-8(a)).
  - b. This right-of-way is subject to the Civil Rights Stipulations attached (Form ASO 1814-2).

Public lands affected by this right-of-way are:

T. 2 N., R. 6 E., GSR Mer., Arizona  
sec. 30, Lot 3.



Mario L. Lopez  
Chief, Branch of Lands  
and Minerals Operations

A 7298 R/W

4.

Enclosures (4)

- 1-Reclamation Stipulations
- 2-Fence Instructions
- 3-P.L. 94-579
- 4-Civil Rights Stipulations

cc:

Phoenix District Manager  
(w/out encl.)

Bureau of Reclamation  
(w/cy of signed Stipulations)

RECEIVED  
B.L.M. LAND OFFICE

DKT 12560PG 660

A 7298 R/W

JAN 21 1976

10:00 A.M.  
PHOENIX, ARIZONA

STIPULATION

There is reserved to the United States, its successors and assigns, the prior right to use any of the land herein described to construct, reconstruct, operate and maintain dams, dikes, levees, reservoirs, canals, wasteways, laterals, ditches, drainage works, flood channels, telephone and telegraph lines, electric transmission lines, roadways and appurtenant irrigation structures, without any payment made by the United States, or its successors and assigns, for such right, with the agreement on the part of the applicant that if the construction or reconstruction of any or all of such dams, dikes, levees, reservoirs, canals, wasteways, laterals, ditches, telephone and telegraph lines, electric transmission lines, roadways or appurtenant irrigation structures across, over or upon said lands should be made more expensive by reason of the existence of improvements or workings of the applicant thereon, such additional expense is to be estimated by the Secretary of the Interior, whose estimate is to be final and binding upon the parties hereto, and that within thirty days after demand is made upon the applicant for payment of such sums, the applicant will make payment thereof to the United States, or its successors and assigns, constructing or reconstructing such dams, dikes, levees, reservoirs, canals, wasteways, laterals, ditches, telephone and telegraph lines, electric transmission lines, roadways, or appurtenant irrigation structures across, over or upon said lands. There is also reserved to the United States the right of its officers, agents, employees, licensees and permittees, at all proper times and places freely to have ingress to, passage over, and egress from all of said lands for the purpose of exercising, enforcing and protecting the rights reserved herein.

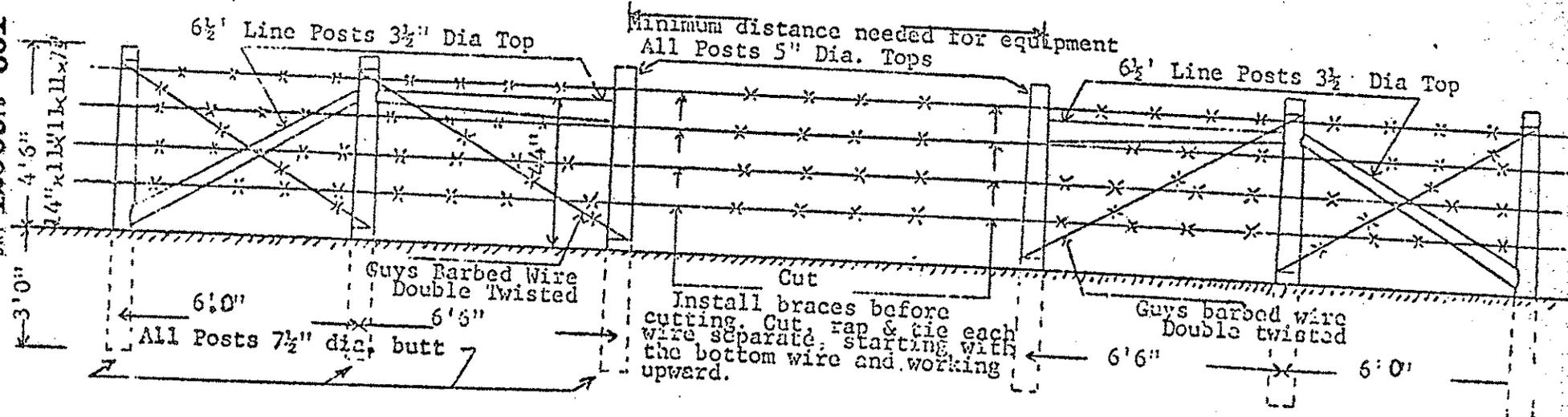
Applicant further agrees that the United States, its officers, agents, employees and assigns, shall not be liable for any damage to the improvements or works of the applicant resulting from the construction, reconstruction, operation or maintenance of any of the works hereinabove enumerated.

January 12, 1976  
Date

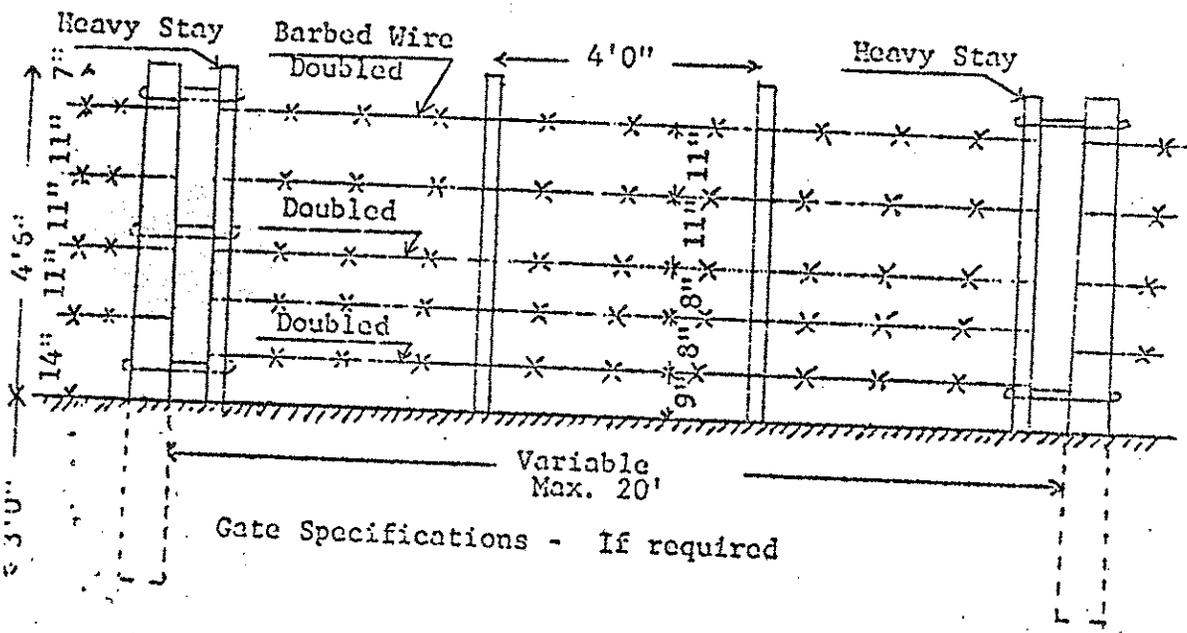
  
Signature CHAIRMAN

DM 12560Ps 661

UNCLASSIFIED  
(SECURITY 2234-7)



Note: Gap should be filled with a fence of equal standard to existing fence.



BUREAU OF LAND MANAGEMENT  
 specifications for bracing and modification in the event the right of way crosses a drift or allotment fence on Federal range and it is necessary that said fence be cut.  
 The grant of right of way is subject to these conditions.

TITLE VI--CIVIL RIGHTS ACT OF 1964  
Form of Assurance for Transfer Documents  
other than Patents

(1) The grantee (lessee) covenants and agrees that he will comply with provisions of Title VI of the Civil Rights Act of 1964, and that he will not, for the period during which the property conveyed by this instrument is used for construction, operation & maintenance of a bridge, or for another purpose involving the provision of similar services or benefits, engage in any discriminatory action prohibited by 43 CFR 17.3, to the end that no person in the United States shall, on grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the program for which the grantee received Federal financial assistance by this grant. This assurance shall obligate the grantee, or in the case of transfer of the property granted herein, any transferee, for the period of his grant (lease, etc.).

(2) The grantee (lessee) further agrees that he will not transfer the property conveyed by this instrument for the purposes designated in paragraph one hereof or for another purpose involving the provision of similar services or benefits, unless and until the transferee gives similar written assurance to the authorized officer, Bureau of Land Management, that he will comply with provisions of paragraph one hereof.

(3) The grantee (lessee) agrees that the right is reserved to the Department of the Interior to declare the terms of this grant terminated in whole or in part and to revert in the United States title to the property conveyed herein, in the event of a breach of the nondiscrimination provisions contained in paragraph one hereof at any time (or during the term of this lease, right-of-way, etc.).

(4) The grantee (lessee) agrees that as long as property conveyed hereby is used for the purpose designated in paragraph one hereof, or for another purpose involving the same or similar services or benefits, the obligation to comply with the provisions of Title VI of the Civil Rights Act of 1964 shall constitute a covenant running with the land for the term of this grant, lease, etc.

(5) The grantee (lessee) agrees that in the event of violation or failure to comply with the requirements imposed by paragraph one the United States may seek judicial enforcement of such requirements.

(6) The grantee (lessee) agrees that he will, upon request of the Secretary of the Interior or his delegate, post and maintain on the property conveyed by this document signs and posters bearing a legend concerning the applicability of Title VI of the Civil Rights Act of 1964 to the area or facility granted.

STATE OF ARIZONA, County of Maricopa; ss.

I do hereby certify that this instrument was filed and recorded at request of County Highway Dept on NOV 23 1977 - 9 15 Docket 12560 Page 656-662

Records of Maricopa County, Arizona.

WITNESS my hand and official seal the day and year first above written.

TOM FREESTONE, County Recorder,

By Sam Ong Deputy.

n.c

D 4005

9737 835 261136

182065

24-R. AGR.

9562 870

Received at Secret of Board of Supervisors

136-00-0001  
1411-00-0001  
214-00-0003

TRIBAL \_\_\_\_\_ X  
INDIVIDUALLY OWNED \_\_\_\_\_  
GOVERNMENT OWNED \_\_\_\_\_  
FILE NO: Project 0133

GRANT OF EASEMENT FOR RIGHT-OF-WAY

KNOW ALL MEN BY THESE PRESENTS;

That the United States of America, acting by and through Mr. Lawrence E. Harline, Acting Superintendent, Bureau of Indian Affairs, Department of the Interior, Salt River Agency, hereinafter referred to as "Grantor," under authority contained in Secretarial Order No. 2508 and 9 (20 F.R. 167-168), 10 BIA 3 (34 F.R. 637), and Phoenix Area Office Delegation Order 3 (34 F.R. 11108), and pursuant to the provision of the Act of February 7, 1948 (62 Stat. 27; 25 U.S.C. 323-328), and Part 101, Title 25, Code of Federal Regulations, in consideration of ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt of which is acknowledged, does hereby grant to Maricopa County, a political subdivision of the State of Arizona, its successors and assigns, hereinafter referred to as "Grantee," an easement for a right-of-way for the following purposes, namely: The right to enter upon the hereinafter described land and grade, level, fill, drain, pave, build, maintain, repair, and rebuild, a public road, including incidental purposes consistent therewith, together with such bridges, culverts, ramps and cuts as may be necessary, on, over, under, and across the ground embraced within the right-of-way situated on the following described lands located in the County of Maricopa, State of Arizona: in Sections 24 and 25, Township 2 North, Range 5 East, and Sections 19 and 20, Township 2 North, Range 6 East, GMSRM, within the Salt River Indian Reservation, from Thomas Road to Phoenix-Rayson Reelins State Highway No. 87. The said easement, as shown on a map consisting of 2 sheets identified as Project No. 01300 accompanying their application and is limited to and more particularly described as: A Right-of-Way 80 feet in width, being 40 feet measured at right angles on each side of the section line common to the area requested above, the centerline and distance of which is delineated thereon and made a part hereof by reference.

TO HAVE AND TO HOLD The said easement and right-of-way unto the

2-25-2156  
130-2166  
NO 01300 6/16-7/61

grantee and unto his successors and assigns of the real property for a public road.

The said easement to include the right to cut back and trim such portions of the branches and tops of the trees now growing or that may hereafter grow upon the above-described premises, as may extend over said right-of-way, so as to prevent the same from interfering with the efficient maintenance and operation of said public road.

This easement is subject to any prior valid existing right or adverse claim and is without limitation as to tenure, so long as said easement shall be actually used for the purpose above specified; and further subject to the terms and conditions recited in tribal resolution giving consent, No. TR-820-72, adopted 6-7-72; PROVIDED, that this right-of-way shall be terminable in whole or in part by the Grantor for any of the following causes upon 30 days' written notice and failure of the Grantee within said notice period to correct the basis for termination (25 CFR 161.10):

- A. Failure to comply with any term or condition of the grant or the applicable regulations.
- B. A misuse of the right-of-way for a consecutive two-year period for the purpose for which it was granted.
- C. An abandonment of the right-of-way.
- D. Failure of the Grantee, upon the completion of construction, to file with the Grantor an affidavit of completion pursuant to 25 CFR 161.10.

The condition of this easement shall extend to and be binding upon and shall inure to the benefit of the successors and assigns of the Grantee.

IN WITNESS WHEREOF, Grantor has executed this grant of easement this 14th day of June, 1972.

UNITED STATES OF AMERICA  
 By: L. Hanline  
 Lawrence E. Hanline, Acting Supt.  
 U. S. DEPARTMENT OF THE INTERIOR  
 BUREAU OF INDIAN AFFAIRS  
 SALT RIVER AGENCY  
 Rt. 1, Box 117  
 Scottsdale, Arizona 85256

ACKNOWLEDGMENT

State of Arizona }  
County of Maricopa } ss.

BEFORE ME, a Notary Public, in and for said County and State, on this 14th day of June, 1972, personally appeared Mr. Lawrence E. Hanline, whose name is subscribed to the foregoing Grant of Easement for Right-of-Way as Acting Superintendent, Salt River Agency, Bureau of Indian Affairs, and who acknowledged that he is and was at the time of signing the same, Acting Superintendent, Salt River Agency, Bureau of Indian Affairs; and he personally acknowledged to me that he executed the said Grant of Easement for Right-of-Way as his free and voluntary act and deed for the uses and purposes set forth therein.

*Raymond Carurel*  
Raymond Carurel, Notary Public  
My commission expires 8-21-72

I hereby certify that the within instrument was filed and recorded at the office of the MARICOPA COUNTY BOARD OF SUPERVISORS on 14-72-2-25  
9562  
870-872  
Witness my hand and official seal this 14th day of June 1972.  
Paul H. Masten  
County Recorder  
Deputy Recorder

STATE OF ARIZONA }  
County of Maricopa } ss.  
I hereby certify that the within instrument was filed and recorded at request of MARICOPA COUNTY BOARD OF SUPERVISORS  
OCT 4 1972-10 30  
in Docket 9737  
on page 835-837  
Witness my hand and official seal the day and year aforesaid.  
Paul H. Masten  
County Recorder  
Deputy Recorder

n/c

710

See Map file for  
Maps 1 and 2 under  
Fee # 182063 3562  
867

D16704

I do hereby certify that the within named instrument was recorded at request of

Fee No.:

86 240816

\_\_\_\_\_, Records of Maricopa County, Arizona  
WITNESS my hand and official seal the day and year aforesaid.

\_\_\_\_\_  
County Recorder By \_\_\_\_\_ Deputy Recorder  
When recorded return to: MARICOPA COUNTY BOARD OF SUPERVISORS

Fee:  
Recorded at Request of  
Board of Supervisors.

### EASEMENT AND AGREEMENT FOR HIGHWAY PURPOSES

141-2-1A

Project No. 68103 - Gilbert Road  
(Bridge @ Salt River)

Item No. V-42

Hunter Contracting Company, an Arizona Corporation

GRANTORS,

for and in consideration of the sum of One Dollar and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant to MARICOPA COUNTY, a political subdivision of the State of Arizona, its successors, and assigns, a permanent easement and right-of-way, for the following purposes, namely: The right to enter upon the hereinafter described land and grade, level, fill, drain, pave, build, maintain, repair and rebuild a road or highway, including incidental purposes consistent therewith, together with such bridges, culverts, ramps and cuts as may be necessary, on, over, under, and across the ground embraced within the right-of-way situated in the County of Maricopa, State of Arizona, and described as follows:

MC HD  
Procted  
WJ/Max  
4/14/86  
R/W  
JMS  
4/15/86  
Checked  
JMS  
4/21/86  
Approved  
JMS  
4/21/86

Two parcels of land lying within FARM UNIT "A" or Lot 4, Section Thirty (30), Township Two (2) North, Range Six (6) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, said parcels are more particularly described as:

Parcel #1: The East Seven (7) feet of the West Forty (40) feet of said FARM UNIT "A" or Lot 4;

EXCEPT the South 400.40 feet thereof.

Parcel #2: The North 19.01 feet of the East 260.00 feet of the West 300.00 feet of said FARM UNIT "A" or Lot 4.

To have and to hold the said easement and right-of-way unto Maricopa County, a political subdivision of the State of Arizona and unto its successors and assigns forever, together with the right of ingress and egress to permit the economical operation and maintenance of said public highway and all incidents thereto, and together with the right to authorize, permit, and license the use thereof for utilities or other public purposes not inconsistent with its primary use as a highway.

And the Grantors hereby covenant that they are lawfully seized and possessed of this aforementioned tract or parcel of land; that they have a good and lawful right to sell and convey it; and that they will warrant the title and quiet possession thereto against the lawful claim of all persons, subject to easements of record; that they accept the consideration paid hereunder as full payment for all damages to their property including any severance damages resulting from the grant of this easement and right-of-way.

The said easement to include the right to cut back and trim such portion of the branches and tops of the trees now growing or that may hereafter grow upon the above described premises, as may extend over said right-of-way, so as to prevent the same from interfering with the efficient maintenance and operation of said public highway.

In the event the right, privilege and easement herein granted shall be abandoned and permanently cease to be used for the purposes herein granted all rights herein granted shall cease and revert to the grantors, their heirs or assigns.

Wherever in the foregoing instrument the plural is used, it will be read as singular when necessary, and whenever words indicating gender and employed they will apply to either masculine, feminine or neuter as the context requires.

NOW THEREFORE, in consideration of the same and further consideration hereinafter forth, it is agreed, that this instrument contains the entire agreement between the parties hereto there being no further consideration paid than herein specified.

THE COUNTY OF MARICOPA AGREES:

86 240816

A. To use the above described land for the general welfare and benefit of the public.

SEE EXHIBIT "B"

THE GRANTOR \_\_\_\_\_ AGREE \_\_\_\_\_:

1. To grant an easement for the above described land to the County of Maricopa for the general welfare and benefit of the public.

SEE EXHIBIT "B"

Dated this 16th day of April, 1986.

[Signature] Grantor

Grantor

STATE OF ARIZONA )  
County of MARICOPA ) ss.

1986 APR 18 AM 10:31

Before me, RAYMUNDO F. ROSALES SR, Notary Public in and for said County, State of Arizona, on this day personally appeared ARMANDO TADDEI known to me to be the person whose name IS subscribed to the foregoing instrument as PRESIDENT of the Corporation described in the foregoing instrument, and as such ALSO acknowledged to me that HE executed the same for said Corporation, for the purpose and consideration therein expressed, as its free act and deed and by each of them voluntarily executed.

Given under my hand and seal of office, this 16th day of April, A.D., 1986.

(My Commission Expires Nov. 4, 1989) [Signature] Notary Public

Recommended for approval: [Signature] Right-of-Way Agent [Signature] Deputy County Engineer

ACCEPTED: MARICOPA COUNTY BOARD OF SUPERVISORS

ATTEST:

by [Signature] Chairman of the Board

[Signature] Clerk of the Board of Supervisors

Date MAY 5 1986

1986 MAY 12 PM 1:38

EXHIBIT "B"

141-2-1A 86 240816  
68103 - Gilbert Road  
(Bridge at Salt River)  
V-42

D16704

THE COUNTY OF MARICOPA AGREES:

- A. To use the above described land for the general welfare and benefit of the public.
- B. That, if in the opinion of the County Engineer it becomes necessary, fences and private structures will be relocated in kind to the Grantor's property, clear of the above-described right-of-way, at no expense to the Grantor except as may be herein otherwise agreed.
- C. To perform all of the road construction for Maricopa County Project No. 68103 - Gilbert Road (Bridge at Salt River) without cost to the Grantor.
- D. Install a six-foot chain link fence topped by a one foot, three strand barbed wire cap to be tied into the existing fence on the west boundary and thence continuing north to the north boundary and thence eastward along the north boundary to the east boundary and tying into the existing fence on the east boundary of the above-referenced parcel owned by Hunter Contracting Company, said fence to be in lieu of a cash payment for the right-of-way described herein. Included will be two sixteen-foot gates, one to be installed at the well site and the other at the northeast corner of the property. Each gate will have a lock with two keys - one key held by Hunter Contracting and the other by Maricopa County Highway Department.
- E. Material taken from the Temporary Construction Easement will be used in the construction of slope easement, and channelizing to protect Grantor's property. Any excess material shall be deposited on Grantor's property congruent to the Temporary Construction Easement.

THE GRANTOR \_\_\_\_\_ AGREE \_\_\_\_\_:

1. To grant an easement for the above described land to the County of Maricopa for the general welfare and benefit of the public.
2. That the County, or its agents, are hereby granted the right to enter upon the remaining property of the Grantor for the purpose of accomplishing "C" and "D" above.
3. That, upon the Grantor's signing of this easement, the County shall have immediate use of the above-described land.
4. To accept a six-foot chain link fence topped by a one foot, three strand barbed wire cap to be tied into the existing fence on the west boundary and thence continuing north to the north boundary and thence eastward along the north boundary to the east boundary and tying into the existing fence on the east boundary of the above-referenced parcel owned by Hunter Contracting Company, said fence to be in lieu of a cash payment for the right-of-way described herein. Included will be two sixteen-foot gates, one to be installed at the well site and the other at the northeast corner of the property. Each gate will have a lock with two keys - one key held by Hunter Contracting and the other by Maricopa County Highway Department.
5. Material taken from the Temporary Construction Easement will be used in the construction of slope easement, and channelizing to protect Grantor's property. Any excess material shall be deposited on Grantor's property congruent to the Temporary Construction Easement.

86 240816

1986 JUN -2 PM 1:30

MARICOPA COUNTY  
OFFICE OF THE COUNTY RECORDER

RECORDED IN OFFICIAL RECORDS  
OF MARICOPA COUNTY ARIZONA  
MAY 15 1986 - 1:00  
KEITH POLETIS, County Recorder  
FEE N-C PGS 4 L.D.