

**INTERGOVERNMENTAL AGREEMENT FOR THE OPERATION AND
MANAGEMENT OF THE CITY'S PAPAGO GOLF COURSE
BY ARIZONA STATE UNIVERSITY**

CITY OF PHOENIX CONTRACT NO. _____ 138996--0

THIS INTERGOVERNMENTAL AGREEMENT FOR THE OPERATION AND MANAGEMENT OF THE CITY OF PHOENIX'S PAPAGO GOLF COURSE ("**Agreement**") is entered into as of July 18, 2014 ("**Effective Date**") and will commence on July 21, 2014 ("**Commencement Date**"), by and between the CITY OF PHOENIX, a municipal corporation (the "**City**"), and the ARIZONA BOARD OF REGENTS, A BODY CORPORATE, ACTING FOR AND ON BEHALF OF ARIZONA STATE UNIVERSITY ("**ASU**"). The City and ASU are individually referred to as a "**Party**" and collectively as the "**Parties**."

RECITALS

A. The City is authorized to enter into this Agreement pursuant to A.R.S. § 11-952 and Phoenix City Charter Chapters 2 and 22.

B. ASU is authorized to enter into this Agreement pursuant to A.R.S. § 11-952 and § 15-1625.

C. The City owns an 18-hole golf course at the south end of Papago Park, which is located at 56th and Van Buren streets in Phoenix, Arizona, including all buildings and improvements located thereon (collectively, "**Golf Course**") as graphically depicted on the map of the Golf Course attached hereto as **Exhibit A** and incorporated herein by this reference.

D. Since 2007, significant renovations have been made to the Golf Course but the original clubhouse was demolished because conditions made its renovation impractical.

E. The Golf Course is currently operating pursuant to a professional services agreement between the City with Mark Woodward and Associates, LLC ("**Woodward**").

F. ASU has men's and women's golf programs ("**Golf Programs**") and such Golf Programs can practice and play at the Golf Course.

G. The Parties are entering into this Agreement to provide for the operation and management of the Golf Course as a municipal golf facility and for the use of the Golf Course by ASU, all as described further herein.

H. A separate legal non-profit entity, Arizona Golf Community Foundation (the "**Non-profit**"), has been formed to manage and operate the Golf Course and it is intended that the Non-Profit will assume the daily operations of the Golf Course from Woodward in accordance with the terms and conditions set forth herein.

I. The Non-profit will be responsible for the improvements at the Golf Course, including the development of a new clubhouse and entry drive as described herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

AGREEMENT

1. **Term.** The term of this Agreement will commence on the Commencement Date and continue in effect for thirty (30) years unless terminated in accordance with the terms of this Agreement ("**Term**"). The Agreement may be extended for additional five (5) year periods if agreed to by the Parties.

2. **Non-profit Entity.** As permitted by A.R.S. § 11-952, the Non-Profit has been formed to manage the Golf Course. Until the later of: (i) the execution by authorized officers of each of ASU and the Non-profit of an agreement substantially in the form and substance set forth in **Exhibit B** (the "**Management, Concession and Operation Services Agreement**") that contractually obligates the Non-profit to assume all the duties and obligations ascribed to the Non-profit in this Agreement, or (ii) ASU's determination that the operation and management of the Golf Course can be fully transitioned from Woodward to the Non-profit, the Golf Course will continue to be operated by Woodward. ASU will file with the Arizona Department of Liquor Licenses and Control (the "**Department**") and diligently prosecute an application for a liquor license for use at the Golf Course promptly following the final execution and delivery of this Agreement and the Management, Concession and Operation Services Agreement. To the extent necessary under applicable laws (A.R.S. §§4-101, *et seq.*) and regulations of the Department relating to alcoholic beverages, the City will permit the management of the Golf Course (*i.e.*, Woodward, the Non-profit, or its subcontractor, as applicable) to continue using the City's liquor license until such time as the Department issues a liquor license to ASU for use at the Golf Course. If the terms of the final Management, Concession and Operation Services Agreement vary materially from the form attached hereto, ASU will obtain the approval of the City for the material variances, which approval will not be unreasonable denied, delayed or withheld. In the event the Non-profit is in default of the Management, Concession and Operation Services Agreement, either this Agreement will terminate with no liability of ASU or upon the mutual agreement of the City and ASU, ASU may elect to assume the Non-profit's rights to manage and operate the Golf Course, but neither ASU nor the City will be responsible for any liabilities of the Non-profit. No later than six (6) months following the Effective Date of this Agreement, (a) the Non-profit will have a seven-member executive governing board (the "**Executive Board**"); (b) the City's Director of its Parks and Recreation Department and one (1) representative designated by ASU shall serve on the Non-profit's Executive Board; (c) the Non-profit will have a larger, non-voting advisory board without fiduciary governing powers (the "**Nonexecutive Board**"); and (d) the seven members of the Executive Board also will serve on the Nonexecutive Board. Notwithstanding anything to the contrary herein, effective as of the date of execution of the Management, Concession and Operation Services Agreement, the Non-profit's bylaws shall require that, at all times, ASU shall have the right to appoint one representative to serve, and the City's Director of its Parks and Recreation Department shall serve, as voting members of the Non-profit's governing board.

3. **Permission to Enter Premises.** The City grants to ASU, the Non-profit, and their respective employees and agents, the privilege and a license to enter the Golf Course for the purposes described herein.

4. **Use of Premises.** During the Term, the use of the Golf Course will be restricted to the following uses ("**Permitted Uses**") and the Golf Course may not be used for any other purpose unless expressly agreed to in writing by the City:

- A. ASU may utilize the Golf Course at no charge to ASU by either the City or the Non-profit for (i) ASU team practices for the Golf Programs; (ii) for up to two (2) National Collegiate Athletic Association ("**NCAA**") tournaments per calendar year; (iii) one (1) men's and one (1) women's Pac-12 (or successor conference in which ASU is a member) tournament every ten years; and (iv) one (1) one-day fund raising event for ASU Golf Programs per calendar year (collectively, "**University Uses**"). ASU may utilize the course for other NCAA tournament uses at the standard rate charged by the Golf Course to other groups for tournament events.
- B. Operation and maintenance of a municipal golf facility ("**Municipal Use**").
- C. Those uses that are not inconsistent with University Uses and Municipal Use or are customarily conducted at a golf course or golf course improvements including without limitation but by way of example, food and beverage sales and service, banquets, weddings, civic events, charitable events, ASU-related events, ASU Foundation events, events that increase the interest in, and/or promote, the game of golf, educational, research, and other community uses (collectively, "**Ancillary Uses**").

5. **Operation.** The Management, Concession and Operation Services Agreement will provide that the Non-profit will, at its own cost and at no expense to the City or ASU, operate and manage the Golf Course for the Permitted Uses (either directly or indirectly through the use of one or more subcontractors). The Non-profit will be responsible for the payment of all taxes, assessments, fees, charges or other impositions applicable to or imposed on the Golf Course or related to any use or rights under this Agreement or the Management, Concession and Operation Services Agreement that are of general applicability, including without limitation all income, lease, sales and transaction privilege taxes and all utility payments. With respect to the Municipal Use, the Non-profit specifically agrees as follows:

- A. Green Fees for the City of Phoenix resident card holders ("**Residents**") will be no greater than the current fee model approved by City Council ("**Council**") which is attached hereto as **Exhibit C** and incorporated herein by this reference. Any future change in the model will require Council approval. For purposes of this section, green fees do not include fees for cart rental or range balls. Fees for cart rental and range balls shall be comparable with those charged at comparable public golf courses.
- B. The Non-profit will ensure that Residents will have access to fifty (50) percent of all traditional daily rounds to be distributed evenly between weekday and weekend and by the month in accordance with the City's existing policy for advance tee-time booking. A copy of the policy is attached hereto as **Exhibit D**. The use described in Section 5.C below by the Papago Men's and Women's Clubs will be considered a part of the 50%-use access for Residents. If the City changes its policy for advance tee-time booking for Residents to allow Residents to make tee-times earlier or later than the current seven day advance bookings, the Non-

profit will ensure that the Golf Course's policy for advance tee-time for Residents is consistent with the new policy change.

- C. Subject to the ASU, Pac-12 or NCAA tournament scheduling, the Non-profit will allow the Papago Men's and Women's Clubs to continue tournament and event access at a level and frequency similar to those existing on the Effective Date. The scheduling of ASU, Pac-12 or NCAA tournaments will not diminish the number of tournaments and events the Papago Men's and Women's Clubs are entitled to under this Section 5.C. The Men's Club shall have access to up to 12 monthly events annually, including four (4) two (2) day events accommodating up to 144 players. The Women's Club shall have reasonable access to tee-times on a mutually acceptable weekday morning for up to 72 players from the beginning of September through April. Such use by the Papago Men's and Women's Clubs constitutes access and play by Residents and is subject to Sections 5.A and 5.B above.
- D. Subject to the ASU, Pac-12 or NCAA tournament scheduling, the Non-profit will work cooperatively with the City to accommodate historical Municipal Tournaments and Events. These events include the Individual City Golf Championship and Team Championship, Junior City Championship and USGA Pub-links Qualifier and USGA Championship event. The City will pay normal Resident fees and tournament charges for these events.
- E. The Non-profit and the City will work cooperatively to jointly market the Golf Course and other City golf courses. The Non-profit will provide City golf brochures at the Golf Course and place either the official "City of Phoenix" logo or the "Phoenix Golf" logo on the golf course score card along with other logos appropriate to the Non-profit and ASU. The City will provide a link on its official City web-site to the Golf Course web-site. The Non-profit will provide a link to Phoenix Golf website. The City will cooperate with the Non-profit and ASU in obtaining all necessary permits and licenses to manage and operate the Golf Course for the Permitted Uses, including operations at the Clubhouse and food and beverage sales for the Golf Course.

6. **New Clubhouse.** The Management, Concession and Operation Services Agreement will provide that the Non-profit, at its own cost and at no expense to the City or ASU, will construct a new clubhouse at the site of the demolished clubhouse between the first tee and the eighteenth green ("**Clubhouse**"). The future location of the Clubhouse is depicted by cross hatching on **Exhibit E** attached hereto. The Clubhouse will be built in accordance with plans and specifications approved by the City, which approval shall not be unreasonably withheld, denied, conditioned or delayed. Subject to the option provided for in the last paragraph of Section 20 herein, the City may terminate this Agreement if substantial construction of the Clubhouse does not occur within three (3) years of the Commencement Date through no fault or delay of the City. No Golf Course revenue or Golf Course asset may be pledged as collateral for any capital improvement at the Golf Course including the Clubhouse. Upon completion of construction, title to the Clubhouse will vest in the City.

7. **New Entryway.** With the City's approval and cooperation, the Non-profit will create and construct, at its own cost and at no expense to the City or ASU, a new entrance and access road off Galvin Parkway and additional parking for the Golf Course ("**Road Improvements**") as depicted in **Exhibit F**. The Non-profit will be required to relocate the existing "**Double Butte Loop**" trail so that it only crosses the Road Improvements once. The Non-profit will be responsible for the costs related to relocating the trail and relocating the existing golf course fence.

8. **Alterations; Additional Improvements.** With the exception of the Clubhouse and the Road Improvements, neither ASU nor the Non-profit may erect or make any non-golf club related structures, or improvements, or do any other construction work on the Golf Course that would materially alter or modify the Golf Course. Recognizing the historical significance of the Golf Course and its architect, William F. Bell, ASU and the Non-profit agree that any proposed changes to the Golf Course, including the addition of cart paths, or the alteration of bunkers, tees and greens, must be approved by the City's Parks and Recreation Department ("**Parks**"), which approval shall not be unreasonably withheld, denied, conditioned or delayed. ASU and the Non-profit may perform maintenance or repair work that does not materially alter or modify the Golf Course without the prior approval of the City except that ASU and the Non-profit must receive the prior written approval of Parks, which approval shall not be unreasonably withheld, denied, to perform maintenance or repair work if the cost of such work exceeds One Hundred Thousand and No/100 Dollars (\$100,000.00) (which amount will increase by two and one-half percent (2.5%) per annum, commencing on the first (1st) day of the second (2nd) year following the Commencement Date and on each anniversary thereafter). The Non-profit is responsible for acquiring, and the City will cooperate with the Non-profit in acquiring, all required permits and approvals with respect to all alterations or additional improvements, including the Clubhouse and the Road Improvements; all alterations, additions or improvements must be completed in a good and workmanlike manner in accordance with plans, specifications and drawings approved in writing by Parks (such approval not to be unreasonably withheld, denied, conditioned or delayed) and in compliance with all applicable laws, regulations and codes and all requirements of any insurer providing coverage for the Golf Course. The Non-profit will deliver as-built drawings to the City, to the extent the same are available, promptly following the completion of any construction or repair work by the Non-profit with respect to the Golf Course. Upon termination of this Agreement, all improvements constructed on the Golf Course, including the Clubhouse and the Road Improvements will become the property of the City.

9. **Maintenance and Repairs.** The City acknowledges and agrees that the condition of the Golf Course on the Effective Date and on the Commencement Date meets the definition of a championship public golf course ("**Championship Public Golf Course**"). The Non-profit agrees to maintain the Golf Course as a Championship Public Golf Course in a comparable or better condition to that which exists as of the Effective Date of this Agreement. The Non-profit must provide a consistent and acceptable level of course conditioning through the employment of agronomically-sound management programs and practices. The Non-profit shall make all required repairs to the Golf Course, interior and exterior, ordinary and extraordinary, foreseen and unforeseen, and must maintain and keep the Golf Course and the sidewalks, curbs, adjacent rights-of way and parking, drainage and irrigation systems, lakes, tees, greens, fairways, bunkers, driving range, landscaping and all buildings within the Golf Course in good and debris-free order, repair, and condition in accordance with applicable City of Phoenix ordinances and in at least as good a condition and state of repair as the condition of the Golf Course as of the Commencement Date, subject to ordinary wear and tear. On, or before November 1st of each year during the Term, the Non-profit will provide Parks a

maintenance plan for the upcoming year to be approved by Parks, which approval shall not be unreasonably withheld, denied, conditioned or delayed. A copy of the existing maintenance plan is attached hereto as **Exhibit G**.

10. **Performance by City.** In the event the Non-profit fails to maintain and repair the Golf Course in the condition required by Section 9 hereof and following the expiration of the cure period described in Section 20 below, the City, without being under any obligation to do so and without thereby waiving any default, may perform or have performed any and all such work as it, in its reasonable discretion, deems necessary to maintain or restore the Golf Course to its required condition. Any and all work performed by or for the City pursuant to this Section 10 will be deemed to have been undertaken for and at the expense of the Non-profit and the Non-profit will reimburse the City for its actual, reasonable costs.

11. **Compliance with Laws.** Neither ASU nor the Non-profit may use or occupy, or suffer or permit any portion of the Golf Course to be used or occupied, in violation of any applicable law, certificate of occupancy, or other governmental requirement, including present and future applicable ordinances, laws, regulations and orders of all boards, bureaus, commissions, and bodies of any county, state, or federal authority now or hereafter having jurisdiction over the Golf Course. In addition, the use or occupancy of the Golf Course is subject to all covenants, restrictions, easements, and reservations, if any, that encumber the real property comprising the Golf Course as of the Effective Date. A copy of the applicable covenants, restrictions, easements and reservations is attached hereto as **Exhibit H**. The City shall not grant any easements, licenses, privileges, liens or the like affecting the Golf Course after the Effective Date without the prior consent of the Non-profit and ASU.

12. **Condition of Golf Course at Commencement Date.** The City acknowledges and agrees that during the period between the Effective Date and the Commencement Date, the City will take good care of the Golf Course, make, or cause to be made, all repairs thereto, interior and exterior, structural and nonstructural, ordinary and extraordinary, foreseen and unforeseen, and maintain and keep, or cause to be maintained and kept, the Golf Course and the sidewalks, curbs, adjacent rights-of way and parking, drainage and irrigation systems, lakes, tees, greens, fairways, bunkers, driving range, landscaping and all buildings in good and debris-free order, repair, and condition, and will deliver the Golf Course to the Non-profit on the Commencement Date in such condition.

13. **Payments.** The Non-profit will pay to the City the Annual Payment Amount (as described below) as follows: The Non-profit will pay to the City one-third (1/3) of the Annual Payment Amount by the 270th day following the Commencement Date ("**Initial Annual Due Date**") and on the anniversary of the Initial Annual Due Date each year thereafter during the Term. The Non-profit will pay to the City the remaining two-thirds (2/3) of the Annual Payment Amount on the 365th day following the Commencement Date ("**Final Annual Due Date**") and on the anniversary of the Final Annual Due Date each year thereafter during the Term.

- A. The Annual Payment Amount will be \$200,000.00 for each year during the Term that ends prior to the completion of the Clubhouse as evidenced by the issuance of a Certificate of Occupancy for the Clubhouse ("**Completion**").
- B. The Annual Payment Amount for each of the three (3) years immediately following Completion of the Clubhouse will be \$100,000.00.

- C. The Annual Payment Amount for the fourth (4th) year following Completion of the Clubhouse and each year thereafter until the end of the Term will be the greater of (i) \$200,000.00, or (ii) 20% of Net Revenue. "Net Revenue" shall mean all revenue generated by Municipal Use and Ancillary Uses less all Related Expenses. "Related Expenses" shall include, without limitation, wages, supplies, material, costs of goods sold, costs of management, equipment, utilities, routine capital repairs and improvements, and taxes, but Related Expenses shall not include expenses associated with payments to operating reserve accounts or direct expenses solely associated with University Uses, including but not limited to, intercollegiate golf programs or hosting inter-collegiate golf tournaments or events.

14. **Quarterly Accounting.** The Non-profit will provide the City and ASU with a quarterly accounting that shows all revenues, Net Revenues, Related Expenses, and direct expenses solely associated with University Uses from the previous quarter.

15. **Monthly Accounting.** The Non-profit will provide the City and ASU a monthly "Rounds and Revenue" report to show all rounds played and associated revenues.

16. **Audit.** The City and its agents shall have the right at all reasonable times and during all business hours to inspect and examine and/or audit such records, cash registers, books, inventory sheets and other data of the Non-profit as required to confirm revenues, expenses, and other relevant financial measures so long as the inspections do not interfere with the ongoing operations.

17. **Naming Rights.** The Golf Course name will continue to be "Papago Golf Course" and as long as ASU is a party to this Agreement, the Golf Course will be known as the "Home of ASU Golf" with appropriate recognition to the Solheim family. Appropriate signage consistent with the foregoing may be placed on and throughout the Golf Course. In addition, ASU and the Non-profit, by mutual consent, have the right to name (including the right to name for donor recognition) different components of the Golf Course for the Term of this Agreement, including any extension. Naming rights for the Clubhouse shall remain in effect as long as the Clubhouse is standing, notwithstanding the termination of this Agreement; provided, however, that if, after the later of (a) thirty (30) years from the Commencement Date and (b) the date of termination of this Agreement, the Clubhouse requires substantial renovation and redevelopment and a new Certificate of Occupancy is required as a result of a change of occupancy, the City will have the right to rename the Clubhouse.

18. **Insurance and Indemnification.** The Management, Concession and Operation Services Agreement will provide that the Non-profit will procure and maintain insurance against claims for injuries to persons or damages to property that may arise from or in connection with activities at the Golf Course by itself, its contractors', permittees' or concessionaires', respective agents, representatives, employees or contractors as described in the form Management, Concession and Operation Services Agreement attached hereto as **Exhibit B**. In addition, the Non-profit will indemnify, defend, save and hold harmless the City and ASU, the Arizona Board of Regents, and the State of Arizona, and their respective officers, officials, agents, and employees (hereinafter referred to as an Indemnatee) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, reasonable attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as

"Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the Non-profit or any of its officers, directors, agents, employees or contractors, arising out of or related to the Non-profit's management and operation of the Golf Course. It is the specific intention of the Parties that the Indemnitees will, in all instances, except for Claims arising out of, or in connection with, the negligent or willful acts or omissions of the Indemnitees, be indemnified by the Non-profit from and against any and all Claims. It is agreed that the Non-profit will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration for the use, management and operation of the Golf Course, the Non-profit will agree to waive all rights of subrogation against the Indemnitees for losses arising from the use, occupancy or condition of the Golf Course.

19. **City Access.** The City has the right to enter the Golf Course or any part thereof, at any reasonable time, provided the City shall not interfere with the operation of the Golf Course.

20. **Termination.** This Agreement may be terminated by the City or by ASU if the Non-profit fails to perform any of its obligations under this Agreement or the Management, Concession and Operation Services Agreement, including:

- A. the Non-profit's use of the premises for uses other than the Permitted Uses described in Sections 4.A, 4.B and 4.C of this Agreement;
- B. failure to perform maintenance and repairs to the Golf Course and facilities in accordance with Sections 8 and 9 of this Agreement;
- C. failure to pay the amounts specified in Section 13 of this Agreement; and
- D. failure to maintain the Insurance and Indemnification provisions as outlined in Section 18 of this Agreement;

provided, however, that the Non-profit first shall be given thirty (30) days to cure any default or failure to perform, which thirty-day period shall begin upon the Non-profit's receipt of written notice from the City or ASU informing the Non-profit of the intent to terminate. Notwithstanding anything to the contrary provided in this Agreement, the Parties agree that prior to exercising any right to terminate this Agreement for any reason, ASU has the option to provide written notice to the City and the Non-profit that ASU will assume responsibility for managing and operating the Golf Course (either directly or through assignment to another non-profit legal entity that will enter into an agreement substantially the same in form and substance as the Management, Concession and Operation Services Agreement), whereupon the Non-profit will cease to have any rights or obligations to manage and operate the Golf Course. Upon the exercise of this option by ASU, any default that triggered the City's right to terminate this Agreement is deemed cured and this Agreement will remain in force and effect for the remainder of the term of this Agreement.

21. **No Liability of Non-Profit Representatives.** Notwithstanding anything to the contrary in this Agreement, no directors, officers, Executive Board members, Nonexecutive Board members, or other advisory board members of the Non-profit, and no other entities or persons other than the Non-profit, shall have any liabilities, responsibilities or obligations of any

kind whatsoever under this Agreement with respect to the obligations of Non-profit hereunder, specifically including no personal liability, responsibility or obligation to the City or ASU.

22. **Governing Law.** This Agreement shall be governed by the laws of the State of Arizona without regard to conflicts of laws' principles.

23. **Conflict of Interest.** The Parties acknowledge that this Agreement is subject to cancellation in accordance with the provisions of A.R.S. Section 38-511.

24. **Waiver.** No covenant, term or condition of this Agreement will be deemed to have been waived by any of the Parties unless such waiver is in writing signed by the respective Party.

25. **Entire Agreement.** This Agreement, together with all Exhibits attached hereto, constitutes the entire agreement between the City and ASU with regard to the operation and management and use of the Golf Course. No subsequent alteration, amendment, change or addition to this Agreement will be binding upon the City or ASU unless set forth in writing and duly executed by the Parties. The City and ASU acknowledge that a Management, Concession and Operation Services Agreement in the form set forth in Exhibit B attached hereto will be entered into by and between ASU and the Non-profit for the management and operation of the Golf Course. The following Exhibits are attached to this Agreement and are incorporated herein by this reference:

- Exhibit A:** Golf Course Map Depicting Buildings and Improvements Located on Golf Course
- Exhibit B:** Form of Management, Concession and Operation Services Agreement
- Exhibit C:** Current List of Current Greens Fees
- Exhibit D:** Current Advance Tee-Time Booking Policy
- Exhibit E:** Site Map Depicting Future Location of Clubhouse
- Exhibit F:** Depiction of Road Improvements
- Exhibit G:** Existing Maintenance Plan
- Exhibit H:** List of Existing CC&Rs
- Exhibit I:** List of Existing Phoenix Contracts

26. **Time.** Time is of the essence of this Agreement and of every covenant, term, and condition contained herein.

27. **Notices.** Any notice, request, demand, statement, or consent herein required or permitted to be given by either Party to the other hereunder, except as otherwise specifically provided herein, must be in writing signed by or on behalf of the Party giving the notice and addressed to the other at the addresses set forth below:

City: Director
Parks and Recreation Department
City of Phoenix
200 West Washington Street, 20th Floor
Phoenix, Arizona 85003-1611
Fax: (602) 732-2336

and City Clerk
City of Phoenix
200 West Washington Street, 15th Floor
Phoenix, Arizona 85003-1611

and City Attorney's Office
City of Phoenix
200 West Washington Street, 13th Floor
Phoenix, Arizona 85003-1611
Fax: (602) 534-9866

ASU: Arizona State University
Attn: University Real Estate Development
Fax: (480) 727-6210
Delivery Address:
80 Rio Salado Parkway, Suite 513
Tempe, AZ 85281-8106
Mailing Address:
P.O. Box 873908
Tempe, AZ 85287-3908

and Arizona State University
Attn: Office of General Counsel
Fax: (480) 965-0984
Delivery Address:
300 East University Drive, Suite 335
Tempe, AZ 85281-2061
Mailing Address:
P.O. Box 877405
Tempe, AZ 85281-7405

and Arizona State University
Attn: Athletics Director
Fax: (480) 965-8219
Delivery Address:
Carson Student Athlete Center
500 East Veterans Way, Suite 600
Tempe, AZ 85287
Mailing Address:
P.O. Box 872505
Tempe, AZ 85287-2505

Each Party may by notice in writing change any one or more of its addresses for the purpose of this Agreement, which address or addresses, as applicable, will thereafter be used in place of the former address or addresses. Each notice, demand, request, or communication mailed to any of the aforesaid will be deemed sufficiently given, served, or sent for all purposes hereunder two (2) business days after it is mailed by United States registered or certified mail, postage prepaid, in any post office or branch post office regularly maintained by the United States Government, upon personal delivery, or one (1) business day after deposit with any nationally recognized commercial air courier or express service, with all delivery charges prepaid. Notice

by electronic mail or telefacsimile will be effective upon transmission, provided that a confirmation copy of any such notice is sent by one of the other methods described above. Any notice to be given by any Party hereto may be given by legal counsel for such Party.

28. **Attorneys' Fees.** If any Party litigates any provision of this Agreement or the subject matter of this Agreement, the unsuccessful litigant will pay the successful litigant's reasonable attorneys' fees and court costs incurred by it in connection with such litigation as determined or fixed by the court.

29. **Relationship of Parties, No Third-Party Beneficiary.** The Parties hereto expressly declare that, in connection with the activities and operations contemplated by this Agreement, they are neither partners nor joint venturers, nor does a principal-agent relationship exist between them, nor are there any intended third-party beneficiaries of this Agreement.

30. **Provisions Severable.** If any term or provision hereof or the application thereof to any person or circumstances is found, to any extent, to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, will not be affected thereby, and each term and provision hereof will be valid and be enforced to the fullest extent permitted by law.

31. **Existing Contracts, Leases and Agreement.** The Management, Concession and Operation Services Agreement will provide that the Non-profit agrees to assume the existing contract, equipment leases or agreements currently under contract with the City at the Golf Course that are listed as **Exhibit I** attached hereto. To the extent other equipment currently used at the Golf Course is owned by the City, the City hereby grants to ASU and the Non-profit all rights necessary or appropriate for the Non-profit to use such equipment in connection with the Non-profit's operation and management of the Golf Course for all the purposes described herein, subject to ordinary wear and tear.

32. **Nondiscrimination.** The Parties agree to comply with all applicable state and federal laws, rules, regulations and executive orders governing equal employment opportunity, immigration, nondiscrimination, including the Americans with Disabilities Act.

33. **Notice of Arbitration Statutes.** Pursuant to A.R.S. § 12-1518, the Parties acknowledge and agree that they will be required to make use of mandatory arbitration of any legal action that is filed in the Arizona superior court concerning a controversy arising out of this Agreement if required by A.R.S. § 12-133.

34. **Records.** To the extent required by A.R.S. § 35-214, the Parties agree to retain all records relating to this Agreement and to make those records available at all reasonable times for inspection and audit by ASU or the Auditor General of the State of Arizona during the Term of this Agreement and for a period of five (5) years after the completion of this Agreement. The records shall be provided at Arizona State University, Tempe, Arizona, or another location designated by ASU on reasonable notice to the City or the Non-profit.

35. **Service Marks and Trademarks.** For purposes of this provision, the phrase "**Mark**" means any trade name, trademark, service mark, logo, domain name, and any other distinctive brand feature owned or used by the City, ASU or the Non-profit, respectively. The Parties agree to comply with a respective Party's trademark licensing program concerning any

use or proposed use by any other Party of any Mark on goods, in relation to services, and in connection with advertisements or promotion of the Golf Course. Except as expressly authorized in this Agreement, no Party is permitted to use any Mark without the prior written approval of the owner of the respective Mark.

36. **Counterparts**. This Agreement may be executed in counterparts and all such counterparts are deemed to be originals and together they constitute but one and the same instrument.

37. **Failure of Legislature to appropriate**. If ASU's performance under this Agreement depends upon the appropriation of funds by the Arizona Legislature, and if the Legislature fails to appropriate the funds necessary for performance, then ASU may provide written notice of this to the City and cancel this Agreement without further obligation of ASU. Appropriation is a legislative act and is beyond the control of ASU.

IN WITNESS WHEREOF, the parties have executed this Agreement for the Operation and Management of the City's Papago Golf Course as of the Effective Date.

"CITY"

CITY OF PHOENIX, a municipal corporation

JAMES P. BURKE, DIRECTOR
Parks & Recreation

By: _____

for Its: CITY MANAGER

Date Signed: _____

7/18/14



ATTEST:
City Clerk

ACTING

APPROVED AS TO FORM:

Acting City Attorney

"ASU"

ARIZONA BOARD OF REGENTS, a body corporate, for and on behalf of Arizona State University

APPROVED AS TO FORM:

Lisa Loo, ASU Deputy General Counsel

By: _____

Name: Morgan R. Olsen

Title: Executive Vice President, Treasurer and CFO

Date Signed: July 18, 2014

Exhibit A

Golf Course Map Depicting Buildings and Improvements Located on Golf Course



NEW PAPAGO GC ENTRANCE DRIVE - OPTION 2

Exhibit B

Form of Management, Concession and Operation Services Agreement

EXHIBIT B

**MANAGEMENT, CONCESSION AND OPERATION
SERVICES AGREEMENT**

BY AND BETWEEN

ARIZONA GOLF COMMUNITY FOUNDATION

AND

**THE ARIZONA BOARD OF REGENTS
FOR AND ON BEHALF OF
ARIZONA STATE UNIVERSITY**

EXHIBIT B

MANAGEMENT, CONCESSION AND OPERATION SERVICES AGREEMENT

This Management, Concession and Operation Services Agreement is entered into this ____ day of _____, 2014 ("Effective Date") by and between the **Arizona Board of Regents, a body corporate, for and on behalf of Arizona State University ("ASU")**, and **Arizona Golf Community Foundation**, an Arizona non-profit corporation (the "**Non-profit**"), and solely for purposes of acknowledging its obligations under Sections 2.9, 5.3, 6.1 and 7.1 herein, by **OB Sports Golf Management (ASU), LLC**, an Arizona limited liability company ("**OB Sports**").

WHEREAS ASU and the City of Phoenix (the "**City**") have entered into an Intergovernmental Agreement for the operation and management of the City's Papago Golf Course dated as of _____, 2014, City of Phoenix Contract No. _____ (the "**IGA**").

WHEREAS the IGA calls for the management and operation of the City's Papago Golf Course, including, among other operations, the construction and operation of a new clubhouse and other improvements (the "**Golf Course**"), by a non-profit legal entity.

WHEREAS the Non-profit has been formed and shall be operated exclusively for charitable, religious, educational, literary, and scientific purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "**Code**"), including, but not limited to (a) providing access and exposure to the sport of golf, including coaching and training about game rules, etiquette, safety, and fundamentals; (b) offering golf-related youth and adult educational programming; and (c) facilitating research regarding conservation of natural resources or other issues pertaining to the environment.

WHEREAS, the parties hereto have determined that the Non-profit has the skills, qualifications and personnel necessary, to directly or indirectly manage and operate the Golf Course in accordance with the terms set forth in the IGA.

WHEREAS, the Non-profit intends to enter into an agreement with OB Sports, pursuant to which OB Sports will agree to assume certain rights and responsibilities with respect to operating and managing the Golf Course that are granted to the Non-profit hereunder. For the avoidance of doubt, OB Sports is not a party to this Agreement, except to the extent that it is consenting in Appendix 1 hereto to assume the obligations set forth in Sections 2.9, 5.3, 6.1 and 7.1 herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and intending to be legally bound, the parties hereto agree as follows:

EXHIBIT B

ARTICLE I

ENGAGEMENT

Section 1.1 - Engagement to Perform Services. Subject to the terms and conditions of this Agreement and the IGA, ASU hereby engages the Non-profit, and the Non-profit hereby accepts the engagement, to perform those services described below in Article II related to the management and operation of the Golf Course. At all times, the Non-profit's primary purpose in managing the Golf Course shall be to manage and operate the Golf Course as a municipal golf course for the use by the City's residents, for ASU use, and the ancillary uses, all as described in the IGA attached hereto as Exhibit A. The terms and conditions of the IGA are hereby incorporated herein by this reference and the Non-profit agrees to manage and operate the Golf Course as described in the IGA and in a manner consistent with the IGA.

ARTICLE II

THE SERVICES

Section 2.1 - Consulting and Management Services. During the Term (as defined herein), the Non-profit will provide consulting and management services (the "**Services**") for the operation and management of the Golf Course consistent with this Article II and the IGA.

Section 2.2 - Operations. Consistent with the IGA and the approved Business Plan (as defined and provided for in Section 5.1) and except as specifically set forth herein to the contrary, the Non-profit will have the full authority to direct and supervise the operation of the Golf Course for the benefit of the City and ASU. The operations for which the Non-profit will be responsible are all of the obligations ascribed to Non-profit in the IGA and the following:

(a) Providing adequately trained personnel, including a Class A PGA Professional, sufficient for the management of a Championship Public Golf Course (as that term is defined in the IGA) and courteous service to customers (including sufficient substitute personnel in case of employee absence);

(b) Scheduling, monitoring and collecting greens fees for play on the Golf Course;

(c) Providing for and operating food and beverage (including Alcohol, as defined below) concessions in the Clubhouse and on the Golf Course;

(d) Purchasing, pricing, marketing and selling golf and attendant athletic merchandise;

(e) Operating the Golf Course, including supplying balls, clubs, mats, ball retrieval machine, ball washer, and other necessary equipment;

(f) Renting motorized golf carts;

(g) Providing golf lessons;

EXHIBIT B

- (h) Providing proper player handicapping;
- (i) Providing for waterball retrieval and resale;
- (j) actively promoting and operating the Golf Course, including the Clubhouse, for the Ancillary Uses described in Section 4 of the IGA; and
- (k) Providing and managing such other Golf Course activities and related services as the Non-profit and ASU may agree upon in order to carry out the Permitted Uses described in the IGA.

Section 2.3 - Ability to Contract. The Non-profit agrees to assume the existing contracts, equipment leases or agreements currently under contract with the City at the Golf Course that are listed on Exhibit I of the IGA. The Non-profit shall have the right to enter into any and all contracts relating to the operation and management of the Golf Course, including, but not limited to, with respect to subcontracting any portion of the Non-profit's rights or responsibilities hereunder with respect to the operation and management of the Golf Course; *provided, however*, that (a) any such contract: (i) is consistent with the approved Business Plan, the IGA, and this Agreement; (ii) does not obligate ASU or the City in any way or allow the contracting party any rights to proceed against ASU or the City in the event of default by the Non-profit; (iii) does not extend beyond the Term of this Agreement or the IGA; and (iv) if any such contract relates to subcontracting the operation and management of the Golf Course, then with respect to the sale of Alcohol, obligates the subcontractor and its employees or agents, as applicable, to comply with the requirements of A.R.S. Sections 4-101, *et seq.*, and the rules and regulations applicable thereto (the "**Liquor Laws**"), and to comply with the provisions of Sections 2.9, 5.3, 6.1 and 7.1 herein; (b) the Non-profit shall be solely responsible for selecting and overseeing any subcontractors engaged by the Non-profit; and (c) the Non-profit shall be solely responsible for ensuring that any subcontractor engaged by the Non-profit to act as the manager of the Golf Course shall comply with the terms and conditions of this Agreement and the IGA, specifically including, but not limited to, Sections 2.9, 5.3, 6.1, and 7.1 of this Agreement. Notwithstanding the foregoing and anything contained herein or under any agreement with any subcontractor, the Non-profit shall remain at all times responsible for its obligations hereunder. Except as set forth above, the Non-profit will not enter into any contracts with, or contractually obligate ASU or the City to, any third parties in respect to the Golf Course.

Section 2.4 - Administration. The Non-profit will plan and implement administrative procedures to manage the business operations of the Golf Course and Golf Course Employees (as defined herein), offices, equipment and supplies. The Non-profit will assist ASU and the City in obtaining and maintaining, in the name of ASU, the City or the Golf Course, membership in national, regional or local golf associations that ASU or the City considers beneficial to the operation and overall reputation of the Golf Course.

Section 2.5 - Marketing and Promotion. The Non-profit will plan and implement programs for marketing and promotion of the Golf Course and the game of golf. Such programs will include the establishment of leagues and league play and the attraction to the Golf Course of tournaments and special events. As part of the approved Business Plan for the Golf Course, the Non-profit will prepare a marketing plan for the Golf Course, including descriptions of

EXHIBIT B

alternative marketing concepts to promote the Golf Course and the game of golf. Subject to Sections 4 and 5 of the IGA regarding use of the Golf Course by Residents and ASU, the Non-profit may be permitted to provide reasonable use of the Golf Course on a promotional basis, consistent with industry standards, at such times and to such persons as will further the marketing and promoting of the Golf Course and the game of golf. The Non-profit will cooperate with the City in marketing the Golf Course and will place the appropriate "City of Phoenix" or "Phoenix Golf" logo on score cards as described in Section 5 of the IGA.

Section 2.6 - Accounting. The Non-profit shall maintain books and records of all activities relating to the Golf Course, reflecting the results of the operation of the Golf Course, the clubhouse and all related operations conducted on or associated with the Golf Course, which books and records shall be maintained in accordance with generally accepted accounting principles, procedures and practices applied on a consistent basis. Without limiting the contents of such records, the records shall include records on all capital equipment, operating equipment and inventory. All such books and records shall be subject at all reasonable times to inspection and audit by ASU, the City, and their respective agents.

Section 2.7 - Planning. The Non-profit will prepare the Business Plan (as defined in Article V) for review by ASU. The Business Plan will include the schedule for greens fees, practice fees, golf cart fees and other applicable fees and charges, including, but not limited to, fees applicable to certain groups such as Residents, the ASU golf teams, ASU-affiliated players and the general public, not inconsistent with the IGA.

Section 2.8 - Operational Maintenance. The Non-profit will purchase materials, supplies and equipment and will provide for the maintenance and repair of the Golf Course and its physical plant and equipment. At a minimum, the Non-profit will undertake the maintenance and repair obligations set forth in Section 9 of the IGA. In addition, the Non-profit will negotiate for service contracts required in the ordinary course of business in operating the Golf Course, including, without limitation, contracts for concessions, electricity, gas, telephone, security protection, vermin extermination, maintenance and other services which the Non-profit deems advisable and necessary. All such contracts and agreements will be in the name of the Non-profit and will be executed only by authorized officers of the Non-profit and shall not extend beyond the termination or expiration of this Agreement or the IGA. Any improvement to or alteration of the Golf Course is subject to the provisions set forth in Section 6 and Section 8 of the IGA.

Section 2.9 - Alcohol.

(a) No beer, wine, distilled spirits, spirituous liquor or other substance regulated or controlled (collectively "**Alcohol**") by the Arizona Department of Liquor Licenses and Control or its successor (the "**Department**") shall be permitted on or about any portion of the Golf Course, including in any buildings or improvements now or hereafter located thereon, except in accordance with: (i) the Liquor Laws and any applicable liquor licenses for the Golf Course issued under the Liquor Laws; and (ii) all other applicable governmental statutes, ordinances and requirements, and the Non-profit will comply with, and cause its managers, employees, subcontractors, and agents to comply with, the requirements of the Liquor Laws and of all applicable liquor licenses. Under no circumstances may Alcohol be served on the Golf

EXHIBIT B

Course in violation of any applicable policy of the National Collegiate Athletic Association ("NCAA").

(b) The sale of Alcohol on or about any portion of the Golf Course shall be permitted only by a person or entity that is permitted to do so pursuant to a valid liquor license for such purpose. As provided in the IGA, the parties intend and agree that the Non-profit will, and will cause OB Sports or any other applicable subcontractor to, continue operating and managing the sale of Alcohol at the Golf Course in compliance with the Liquor Laws and pursuant to the City's Liquor License No. 05073013 until such time as the Department issues a liquor license to ASU for use at the Golf Course, at which time the Non-profit will, and will cause OB Sports or any other applicable subcontractor to, operate and manage the sale of Alcohol at the Golf Course in compliance with the Liquor Laws and pursuant to the ASU liquor license issued for use at the Golf Course. The Non-profit will cause any subcontractor retained by it to operate and manage the Golf Course to agree in writing to comply with the requirements of this Section 2.9, to maintain the liquor liability insurance coverages required by Section 6.1 herein, and to indemnify, defend and hold harmless the Indemnitees (as defined in Section 7.1 herein) to the same extent the Non-profit agrees to indemnify such Indemnitees pursuant to Sections 2.9(d) and 7.1 herein. By signing the Consent attached hereto as Appendix 1, OB Sports agrees that it will comply with the requirements of this Section 2.9, will maintain the liquor liability insurance coverages and other insurance coverages required by Section 6.1 herein, and will indemnify, defend and hold harmless the Indemnitees to the same extent the Non-profit agrees to indemnify such Indemnitees pursuant to Sections 2.9(d) and 7.1 herein. OB Sports further agrees to cooperate with ASU by promptly providing such information as is required by the Department with respect to OB Sports' employees to allow ASU to apply for, obtain and maintain a Series No. 5 liquor license for use at the Golf Course.

(c) The Non-profit will initiate and maintain a responsible Alcohol management program for the Non-profit's managers, bartenders and other Golf Course Employees or agents of the Non-profit serving Alcohol, including requiring such personnel to successfully complete training programs as may be required by the Department and ensuring that all such personnel are legally qualified to act as servers of Alcohol. The Non-profit and its managers will provide evidence of successful completion of all required training programs to ASU upon request. This requirement shall remain in effect during the Term of this Agreement and will be reviewed periodically.

(d) The Non-profit will be responsible for controlling the conduct of all persons who use or consume Alcohol on or about any portion of the Golf Course whether such conduct occurs therein or elsewhere and, in that regard, the Non-profit shall indemnify, defend and hold harmless the Indemnitees (as defined in Section 7.1 herein), for, from and against any and all loss, cost, damage, expense or liability including, without limitation, attorneys' fees, arising from or in any way related to the sale, service, use or consumption of Alcohol on or about any portion of the Golf Course.

Section 2.10 - Environmental Compliance. The Non-profit hereby covenants that it shall maintain and operate the Golf Course in a good and workmanlike manner and in compliance with all applicable federal, state and local laws, rules, regulations, ordinances and orders relating to the protection of human health or the environment now or hereafter in effect

EXHIBIT B

(“**Environmental Laws**”). The Non-profit’s obligations hereunder shall include, but not be limited to, ensuring that any pesticide product applied at the Golf Course is registered under the Federal Insecticide, Fungicide, and Rodenticide Act (7 U.S.C.A. § 136, *et seq.*) and is applied according to label requirements; that any and all batteries, fuels, oils and chemical supplies are managed safely and in compliance with all applicable Environmental Laws; that any spent batteries and chemical wastes are managed in compliance with all applicable Environmental Laws and are appropriately removed from the Golf Course within ninety (90) days of generation; and that no such wastes are disposed of at the Golf Course. The Non-profit shall promptly notify ASU and the City of any request by the United States Environmental Protection Agency, the Arizona Department of Environmental Quality, or any other federal, state or local environmental government entity to inspect the Golf Course or to otherwise obtain information about the Golf Course. In the event of such a request, the Non-profit shall ensure that ASU and the City are given the opportunity to participate in the response to the request for an inspection or for other information.

Section 2.11 – Construction of New Clubhouse and Entryway. The Non-profit hereby agrees to construct, at no expense to the City or ASU, the new Clubhouse and Road Improvements and to relocate the Double Butte Loop trail, each as described in Sections 6 and 7 of the IGA. The Non-profit may accept donations to finance the construction of these improvements.

ARTICLE III

TERM

Section 3.1 - Term. The term of this Agreement and the rendering of the Services hereunder shall commence on the Effective Date and shall continue for thirty (30) years, subject to earlier termination upon the occurrence of an event described in Section 20 of the IGA or pursuant to Article IX hereof (the “**Initial Term**”).

Section 3.2 - Renewal. This Agreement shall automatically renew at the end of the Initial Term for successive one-year terms (each of which shall be a “**Renewal Term**”) unless ASU gives written notice of its intention not to renew at least ninety (90) days before the expiration of the then-current Term. Notwithstanding the foregoing, this Agreement shall expire upon the termination or expiration of the IGA for any reason. The Initial Term and any Renewal Term under this Article III shall hereinafter be referred to collectively as the “**Term**”. The Term of this Agreement must run consecutively and without interruption.

ARTICLE IV

MANAGEMENT FEES AND EXPENSES AND PAYMENT TO CITY

Section 4.1 - Revenues. The Parties agree that all net revenues of the Golf Course as described in Section 13 of the IGA are revenues of the Non-profit and the Non-profit shall pay to the City the amounts on the Due Dates described in Section 13 of the IGA.

Section 4.2 - Expenses. During the Term of this Agreement, the Non-profit will be responsible for payment of all the expenses described in the IGA as the responsibility of the

EXHIBIT B

Non-profit and of all Golf Course Expenses (as defined hereinafter) in providing the Services pursuant to this Agreement that are included in the Business Plan (as defined below). When the Non-profit takes over the operation of the Golf Course, the Non-profit may accrue immediate Golf Course Expenses in an amount in excess of the Non-profit's funds then raised.

Section 4.3 - No Costs to be Borne by ASU or the City. All debts, liabilities and obligations in respect to the operation and business of the Golf Course, including unexpected expenses, incurred by the Non-profit in conformance with the scope of this Agreement, will be the sole responsibility of the Non-profit and neither ASU nor the City will be liable or responsible for any debts and obligations by reason of provision of the Services, or for actions taken by the Non-profit, whether or not in good faith, within the scope of this Agreement.

Section 4.4 - Taxes. The Non-profit will be responsible for remittance to the appropriate authorities of all applicable taxes due from the use and operation of the Golf Course.

Section 4.5 - Golf Course Expenses. "**Golf Course Expenses**" for purposes of this Agreement shall include (a) wages, salaries, employee fringe benefits, tax deferred compensation, retirement plans and/or defined contribution plans for any individuals employed by the Non-profit at the Golf Course ("**Golf Course Employees**"), the deductible under any Employer's Liability Coverage maintained pursuant to Section 6.1 payable as a result of any employment claim by a Golf Course Employee, other than an employment claim under which the Non-profit is obligated to indemnify ASU and the City pursuant to Article VII hereinafter; (b) the cost of supplies and equipment necessary to operate the Golf Course; (c) all expenditures made for routine maintenance and repairs to keep the Golf Course in good condition and repair; (d) administrative and general expenses of the Golf Course, including accounting, legal and other authorized consulting expenses; (e) utility and energy costs, operating licenses; fees and permits; grounds and landscaping maintenance costs for the Golf Course; (f) advertising and promotional expenses for the Golf Course authorized in the Business Plan; (g) all insurance premiums for the insurance obtained by the Non-profit pursuant to the requirements of Section 6.1, subsections (i) through (x), inclusive; (h) operating and capital lease payments for equipment used at the Golf Course, and (i) capital improvements.

ARTICLE V

REPORTS AND INFORMATION

Section 5.1 - Business Plan. Within a reasonable period of time (acceptable to ASU) following the Effective Date but no later than June 1, 2015, the Non-profit will prepare and deliver to ASU for its review and approval a business plan (the "**Business Plan**") for the Golf Course to be implemented during the Term of this Agreement. The Business Plan will include at least the items set forth below. Until such time as the Business Plan is approved, Woodward shall continue to manage the Golf Course.

(a) **Operational.** The Business Plan will include a detailed budget for management and operation of the Golf Course, showing by line item each projected revenue and expense (the "**Budget**"). The Budget shall include a narrative summary of the major

EXHIBIT B

assumptions on which the Budget is based and the proposed policies to be followed by the Non-profit, and shall include without limitation the following items:

1. The proposed weekly schedule (on a general basis) for play on the Golf Course, specifying the tee times each day which will be generally reserved, if any, solely for use by the groups described in Sections 4 and 5 of the IGA, and the rates to be charged to each such group for green fees, range fees and cart fees, it being agreed that no fees shall be charged for the uses described in Section 4A of the IGA or to the members of the ASU golf teams for green fees, range fees or cart fees except as may be required by the NCAA;

2. The projected number of complimentary rounds of golf that will be available to any persons or entities, including ASU and any third parties, together with the proposed number of and tentative dates, if known, for any tournaments, charitable events or the like that will be held at the Golf Course;

3. The proposed estimated percentage of play on the Golf Course by the various groups;

4. Hours of operation of each of the clubhouse and the Golf Course, including the hours of operation of the lighted Golf Course driving range;

5. Any special privileges or rights to any portion of the Golf Course or the clubhouse that may not be available to all users thereof, such as any special corporate memberships, executive memberships, clubhouse privileges or the like, and the terms and conditions thereof;

6. The rates to be charged by the Non-profit for range fees, cart fees and other applicable fees and charges, including any package rates;

7. The proposed capital improvements to be made to or on the Golf Course and any proposed alterations to any buildings or improvements on the Golf Course;

8. Any proposed association with any national, regional or local golf association and the terms thereof;

9. A description and an estimated cost of each of the different Golf Course-related benefits to be provided by the Non-profit to ASU;

10. The proposed marketing and promotion of the Golf Course as described in Section 2.5 hereof and the budget therefor; and

11. Any other information that may be requested by ASU or the City.

(b) **Financial Plan.** The Business Plan will include detailed monthly projections for the Budget year.

EXHIBIT B

(c) **Organization of Management.** The Business Plan will include a description of the Non-profit's management personnel responsible for the Services at the Golf Course, including those personnel responsible for the sale and service of Alcohol.

(d) **Critical Risks.** The Business Plan will include inherent risks related to plan and operating conditions.

(e) **Miscellaneous.** The Business Plan will include other programs, expenses and documents for the operation of the Golf Course.

ASU and the Non-profit will work together to revise the Business Plan, if necessary, in accordance with any comments of ASU.

Section 5.2 - Financial Reports. The Non-profit will prepare and deliver or cause to be delivered to ASU and the City the monthly and quarterly accounting required by Sections 14 and 15 of the IGA. In addition, the Non-profit will prepare and deliver or cause to be delivered to ASU the following reports:

(a) **Reports.** Within twenty (20) days after the last day of each calendar quarter during the Term, the Non-profit shall cause to be prepared and delivered to ASU reasonably detailed financial statements prepared in accordance with generally accepted accounting principles, including an operating statement reflecting the results of operations by departments together with supporting schedules of detail natural classification revenues and expenses, an Expense Report as described in Section 4.2, a balance sheet showing cash position and results of operations for the preceding quarter and cumulative for the year to date. Such financial statements shall also include a report showing a comparison of each line item in the approved Business Plan for the year and the year-to-date figures therefor. In addition, the Non-profit will provide the City and ASU a monthly "Rounds and Revenue" report to show all rounds played and associated revenues; and

(b) **Annual Report.** Within sixty (60) days after the end of each fiscal year of the Non-profit during the Term or as otherwise required by law or applicable accounting standards, the Non-profit shall provide ASU reasonably detailed financial statements for the immediately preceding year, prepared in accordance with generally accepted accounting principles, including a cash flow statement reflecting the results of operations by departments together with supporting schedules of revenues and expenses, and a balance sheet showing cash position and results of operations for the preceding year, audited and certified at the Non-profit's expense by an independent certified public accountant.

Section 5.3 - Inspection Rights. The Non-profit will permit authorized representatives designated by ASU (i.e., ASU employees or independent accountants retained by ASU) during the Term of this Agreement to (a) make reasonable visits to and inspections of the Golf Course, not to interfere with the business and operation of the Non-profit and the Golf Course, including inspections and audits of the Non-profit's books and records relating to the management of the Golf Course (and to make copies thereof and make extracts therefrom); and (b) discuss in reasonable detail the affairs, finances, accounts and operations of the Golf Course with the officers of the Non-profit.

EXHIBIT B

In accordance with A.R.S. Section 35-214, the Non-profit shall retain all books, accounts, reports, files and other records relating to this Agreement and make such records available at all reasonable times for inspection and audit by ASU, the Auditor General of the State of Arizona, the City, or their agents, during the Term and for a period of five (5) years after the completion of this Agreement. Such records shall be provided at Arizona State University, Tempe, Arizona, or such other location as designated by ASU upon reasonable notice to the Non-profit.

ARTICLE VI

INSURANCE

Section 6.1 - Non-profit's Type of Coverage - Limits. At all times during the Term of this Agreement, the Non-profit will maintain at its own expense, and cause any subcontractor engaged to manage and operate the Golf Course to maintain, a policy or policies of insurance sufficient to furnish to ASU and the Non-profit reasonable protection in the management and operation of the Golf Course, clubhouse, players facility and related improvements. The insurance shall include coverage in at least the minimum amounts set forth below (or such greater amounts as may be required by any contract affecting the Golf Course), and in the form and with insurers that are satisfactory and acceptable to ASU (e.g., authorized to do business in the State of Arizona by the Arizona Department of Insurance and possess a current AM Best, Inc. rating of at least A VII):

	<u>Type of Coverage</u>	<u>Limits</u>
(i)	Commercial General Liability	\$1,000,000 each occurrence aggregate minimum limit of \$2,000,000 including products and completed operations, and molestation
(ii)	Excess Liability	\$5,000,000
(iii)	Auto Liability (any auto owned, hired or maintained)	\$1,000,000
(iv)	Liquor Liability	\$1,000,000
(v)	Garage Keeper	\$100,000
(vi)	Crime and Fidelity	
	(a) Employee Dishonesty	\$25,000
	(b) Theft	\$25,000
	(c) Disappearance and Destruction	\$25,000
(vii)	Tee to Green	\$1,000,000
(viii)	Premises Environmental	\$1,000,000
(ix)	Special Events	\$1,000,000
(x)	Employment Practices Liability covering wrongful employment practices and the administration	\$1,000,000

EXHIBIT B

Type of Coverage

Limits

of employee benefit programs

The Non-profit further agrees that it will, at its own expense and at all times, procure and maintain, and cause any subcontractor engaged to manage and operate the Golf Course to procure and maintain, Worker's Compensation and Employers Liability insurance as required by law, including the following:

Worker's Compensation (Coverage A)	Statutory Arizona Benefits
Employers Liability (Coverage B)	\$1,000,000 each accident \$1,000,000 each employee disease \$1,000,000 policy limit/disease

The policy shall include an endorsement for All State Coverage for state of hire.

Liability policies shall include coverage for bodily injury, personal injury, broad form property damage, blanket contractual liability, products and completed operations and fire legal liability. Pollution liability coverage shall include bodily injury, sickness, death, mental anguish, shock, property damage or destruction including loss of use, clean up and defense costs including investigation and claims adjustment. Policies shall be written on an occurrence basis. All liability insurance policies shall be in the name of the Non-profit or subcontractor, as applicable, shall name ASU (including the State of Arizona, ABOR, ASU, the City and their regents, officers, employees and agents), and the Non-profit, as applicable, as an additional insured (Employment Practices Liability coverage excluded with respect to such additional insured coverage), shall stipulate that the insurance herein required shall be primary insurance and that any insurance carried by ASU or the City shall be excess and not contributory, and shall contain riders and endorsements which adequately protect the interests of the City, ASU and the Non-profit, as their interests may appear, and shall provide for written notice to be given in accordance with the policy provisions if any of the above described policies are canceled before the expiration date thereof. Certificates of all policies, riders and endorsements, and the renewals of same, shall be promptly delivered by the Non-profit to ASU upon request. ASU reserves the right to review and request and receive copies of all policies and endorsements within ten (10) calendar days of request. The limits of liability set forth above shall be reviewed by ASU and the Non-profit periodically to assure their adequacy.

Any subcontractors engaged or hired by the Non-profit shall be properly licensed and shall provide general liability insurance coverage in the minimum amount of \$1,000,000. The Non-profit shall exercise its good faith judgment and require of any subcontractor any additional insurance customary in that industry.

Notwithstanding the foregoing, with the consent of ASU, the Non-profit may change the insurance coverage or the limits thereof required by this Section 6.1.

Section 6.2 - No Subrogation. All policies of insurance will provide that the insurance company, or companies, will have no right of subrogation against either party hereto, their agents

EXHIBIT B

or employees. The Non-profit assumes all risks in connection with the adequacy of any insurance and waives any claim against ASU or the City for any liability, cost or expense arising out of any uninsured claim, in part or in full, of any nature whatsoever.

ARTICLE VII

INDEMNITY

Section 7.1 - Indemnification. The Non-profit will indemnify, defend and hold harmless ASU, ABOR, the City, and the State of Arizona and their respective regents, officers, officials, directors, agents, representatives and employees (the "**Indemnitees**"), for, from and against any and all claims, losses, costs, damages, expenses or liabilities to third parties incurred by an Indemnatee (including court costs, reasonable attorneys' fees, and costs of claim processing, investigation, and litigation) arising out of, in connection with or resulting from activities at the Golf Course or the Non-profit's management of the Golf Course, including any loss, injury, death or damage to persons or property (tangible or intangible) on or about the Golf Course from any cause whatsoever during the Term, or from the performance or nonperformance by or on behalf of the Non-profit of any obligation or agreement of the Non-profit under this Agreement but only to the extent such losses, costs, damages, expenses or liabilities are not attributable to an Indemnatee's negligence, willful misconduct, omission, or breach of this Agreement. The Non-profit shall defend or arrange for the defense of any claims, actions or suits brought against an Indemnatee based on or arising out of any such loss, cost, damage, expense or liability and shall pay all costs and expenses (including court costs, reasonable attorneys' fees, and costs of claim processing, investigation, and litigation) in connection with all such claims, actions or suits. It is the specific intention of the Parties that the Indemnitees will, in all instances, except for Claims arising to the extent of the negligent or willful acts or omissions of the Indemnitees, be indemnified by the Non-profit from and against any and all Claims. It is agreed that the Non-profit will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration for the use, management and operation of the Golf Course, the Non-profit will agree to waive all rights of subrogation against the Indemnitees for losses arising from the use, occupancy or condition of the Premises.

Section 7.2 - Survival of Indemnification. The indemnification provision set forth above and in Section 2.9(d) herein will survive termination of this Agreement.

Section 7.3 - No Liability of Non-Profit Representatives. Notwithstanding anything to the contrary in this Agreement, no directors, officers, executive governing board members or advisory board members of the Non-profit, and no other entities or persons other than the Non-profit, shall have any liabilities, responsibilities or obligations of any kind whatsoever under this Agreement or under the IGA with respect to the obligations of Non-profit hereunder, specifically including no personal liability, responsibility or obligation to the City or ASU.

EXHIBIT B

ARTICLE VIII

DEFAULT

Section 8.1 - Events of Default by the Non-profit. Each of the following will constitute an event of default on the part of the Non-profit and upon the occurrence of any such event, ASU may terminate this Agreement following any applicable cure period provided for in Section 8.2 below:

(a) The failure or refusal by the Non-profit to perform the Services set forth in Article II hereof, or any of them, in accordance with this Agreement;

(b) The failure or refusal to perform any of the obligations ascribed to the Non-profit in the IGA or the occurrence of any of the events described in Section 20 of the IGA that gives ASU or the City the right to terminate the IGA;

(c) A breach of any material term or provision of this Agreement;

(d) A failure to pay any amount due hereunder or under the IGA when due;

(e) Failure or refusal to construct the new Clubhouse or Road Improvements as described in Sections 6 and 7 of the IGA;

(f) Written admission by the Non-profit that it is bankrupt; or filing by the Non-profit of a voluntary petition under the federal Bankruptcy Act; or consent by the Non-profit to the court appointment of a receiver or trustee for all or a substantial portion of its property or business; or making of any assignment by the Non-profit for the benefit of its creditors, assigning to a trustee, receiver or similar fiduciary (regardless of how designated) of all or a substantial portion of its property or business;

(g) The final adjudication of the Non-profit as bankrupt based upon an involuntary petition under the federal Bankruptcy Act; or

(h) Failure to pay any financial obligations owed to ASU under this Agreement.

Section 8.2 - Notice of Default; Opportunity to Cure. The events set forth in Section 8.1(a) through (e) hereof will not constitute an event of default unless (i) ASU gives the Non-profit written notice of the nature of the Non-profit's failure or breach and the intent of ASU to consider the failure or breach an event of default, and (ii) the Non-profit does not or is unable to initiate action to correct such event of default within thirty (30) days of the receipt of written notice of default from ASU.

ARTICLE IX

TERMINATION

Section 9.1 - Termination - Conflict of Interest. ASU's participation in this Agreement is subject to Arizona Revised Statutes ("A.R.S.") Section 38-511, which provides that this

EXHIBIT B

Agreement may be cancelled if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of ASU is, at any time while this Agreement or any extension thereof is in effect, an employee or agent of the other party to this Agreement in any capacity or a consultant to any other party with respect to the subject matter of this Agreement.

Section 9.2 - Non-profit's Termination Obligations.

(a) Upon termination of this Agreement for any reason, the Non-profit shall, (a) fully comply with all of its termination obligations set forth in this Agreement and (b) deliver to ASU all books, documents and records, programs, electronic data, contracts to which ASU is a party or which affect or bind ASU and all property belonging to ASU.

(b) Immediately following any termination of this Agreement for any reason whatsoever, the Non-profit, if elected by the City or ASU, shall assign, convey, transfer and set over unto ASU or the City, pursuant to an assignment in form and content satisfactory to ASU or the City, all of the Non-profit's right, title and interest in and to all operating contracts then in effect and in the Non-profit's name with respect to the golf facilities which are designated by ASU to the Non-profit in writing and which by their terms may be assigned by the Non-profit to ASU, and the Non-profit shall transfer to ASU possession of all equipment and supplies.

(c) Upon any termination of this Agreement for any reason whatsoever, the Non-profit shall at ASU's request, for a period of two (2) months following such termination, assist and cooperate with ASU to the extent necessary to ensure orderly and efficient transfer of the operations of the golf facilities by the Non-profit to ASU or the City or their designee. The associated fees for these transition services will be two (2) months' management fees.

ARTICLE X

MISCELLANEOUS

Section 10.1 - University Service Marks and Trademarks. For purposes of this provision, the phrase "**ASU mark**" or "City mark" means any trade name, trademark, service mark, logo, domain name, and any other distinctive brand feature owned or used by ASU or the City, respectively. The Non-profit agrees to comply with ASU's and the City's trademark licensing program concerning any use or proposed use by the Non-profit of any ASU mark or City mark on goods, in relation to services, and in connection with advertisements or promotion of the Non-profit or its business. Prior to any use of an ASU mark or City mark by the Non-profit or its affiliates or successors or assigns, the Non-profit will comply with ASU Policy PUR 701: *Trademark Licensing* and submit the proposed use of the ASU mark (together with a sample or specimen of the intended use) to ASU's Trademark Licensing Coordinator for approval or the City's applicable rules. Except as expressly authorized in this Agreement, the Non-profit is not permitted to use any ASU mark without prior written approval of ASU's Trademark Licensing Coordinator or City mark without approval of the City. The Non-profit's use of any ASU mark or City mark must comply with ASU's requirements or the City's requirements, as applicable, including using the "circle R" (®) indication of a registered

EXHIBIT B

trademark. In addition, the Non-profit shall notify all product manufacturers of this requirement and require such manufacturers to comply therewith.

Section 10.2 - Notice of Arbitration Statutes. Pursuant to A.R.S. § 12-1518, the parties acknowledge and agree, subject to ABOR Policy 3-809, that they will be required to make use of mandatory arbitration of any legal action that is filed in the Arizona superior court concerning a controversy arising out of this Agreement if required by A.R.S. § 12-133.

Section 10.3 - Dispute Resolution. If a dispute arises under this Agreement, the parties agree to exhaust all applicable administrative remedies provided for under ABOR Policy 3-809.

Section 10.4 - Failure of Legislature to appropriate. If ASU's performance under this Agreement depends upon the appropriation of funds by the Arizona Legislature, and if the Legislature fails to appropriate the funds necessary for performance, then ASU may provide written notice of this to the Non-profit and cancel this Agreement without further obligation of ASU. Appropriation is a legislative act and is beyond the control of ASU.

Section 10.5 - Weapons, Explosive Devices and Fireworks. ASU prohibits the use, possession, display or storage of any weapon, explosive device or fireworks on all land and buildings owned, leased, or under the control of ASU or its affiliated or related entities, in all ASU residential facilities (whether managed by ASU or another entity), in all ASU vehicles, and at all ASU or ASU affiliate sponsored events and activities, except as provided in A.R.S. § 12-781 or unless written permission is given by the ASU Police Department (ASU PD). Notification by the Non-profit to all persons or entities who are employees, officers, subcontractors, consultants, agents, guests, invitees or licensees of the Non-profit (the "**Non-profit Parties**") of this policy is a condition and requirement of this Agreement. The Non-profit further agrees to enforce this contractual requirement against all of the Non-profit Parties. ASU's policy may be accessed through the following web page: <http://www.asu.edu/aad/manuals/pdp/pdp201-05.html>.

Section 10.6 - Legal Worker Requirements. As required by A.R.S. § 41-4401, ASU is prohibited after September 30, 2008 from awarding a contract to any contractor who fails, or whose subcontractors/subrecipients fail, to comply with A.R.S. § 23-214(A). The Non-profit warrants that it complies fully with all applicable federal immigration laws and regulations that relate to its employees, that it shall, as applicable or required under A.R.S. § 23-214(A), verify, through the employment verification pilot program as jointly administered by the U.S. Department of Homeland Security and the Social Security Administration or any of its successor programs, the employment eligibility of each employee hired to work on this Agreement, and that it shall, as applicable or required under A.R.S. § 23-214(A), require its subcontractors and sub-subcontractors to provide the same warranties to the Non-profit.

A breach of the foregoing warranty shall be deemed a material breach of this Agreement. In addition to the legal rights and remedies available to ASU hereunder and under the common law, in the event of such a breach, ASU shall have the right to terminate this Agreement. Upon request, ASU shall have the right to inspect the papers of each contractor, subcontractor or any employee of either who performs work hereunder for the purpose of ensuring that the contractor or subcontractor is in compliance with the warranty set forth in this provision.

EXHIBIT B

Section 10.7 - Amendments. The parties hereto may from time to time, change, alter modify, terminate or extend any term, condition or covenant of this Agreement or require changes in the scope of the Services to be performed by the Non-profit, or require the Non-profit to perform additional services. Any such change, addition, deletion, extension or modification, which is mutually agreed upon by and between ASU and the Non-profit, will be incorporated in written amendments (herein called "**Amendments**") to this Agreement. The Amendments will not invalidate this Agreement, nor relieve the Non-profit of any of its obligations under this Agreement unless expressly stated therein. No Amendment to this Agreement will be effective and binding upon the parties unless it is set forth in a writing that expressly makes reference to this Agreement and is signed by duly authorized representatives of both parties or their successors or permitted assigns.

Section 10.8 - Governing Law. THE PARTIES HERETO AGREE THAT THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ARIZONA WITHOUT THE APPLICATION OF ANY LAW OF CONFLICTS OF LAWS THAT WOULD REQUIRE OR PERMIT THE APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION.

Section 10.9 - Waiver. No failure by ASU or the Non-profit to insist upon the strict performance of any covenant, agreement, term or condition of this Agreement or to exercise any right, power or remedy consequent upon a breach thereof, will constitute a waiver of any such breach of such covenant, agreement, term or condition. No waiver of any breach will affect or alter this Agreement, but each and every covenant, agreement, term and condition of this Agreement will continue in full force and effect with respect to any other existing or subsequent breach thereof until waived or specific action to cure said breach is undertaken.

Section 10.10 - Headings. The headings of the sections in this Agreement are for convenience only and will not be used to construe or interpret the scope of intent of this Agreement or in any way affect the same.

Section 10.11 - Relationship of Parties. The relationship of the Non-profit to ASU and the City is and will continue to be that of an independent contractor and no liability or benefits except those expressly stated in this Agreement will arise or accrue to either party or any subcontractor, agent or employee of either party as a result of this Agreement. The Non-profit shall pay all salaries, wages and employee benefits payable to or on behalf of its own employees, including Golf Course Employees. The Non-profit's employees, including for the avoidance of doubt Golf Course Employees, will not be in any way compensated or recognized as ASU employees.

Section 10.12 - Notices. Any notice provided for or required hereunder will be given to the following:

EXHIBIT B

(a) **Non-Profit:**

Arizona Golf Community Foundation
c/o Gregg Tryhus
Grayhawk Development
7377 East Doubletree Ranch Road, Suite 100
Scottsdale, AZ 85258-2053

(b) **ASU:**

Dr. Morgan R. Olsen, Executive VP, Treasurer and CFO
Arizona State University

Delivery Address:

300 E. University Drive, Suite 320
Tempe, AZ 85287-7505

Mailing Address:

P.O. Box 877505
Tempe, AZ 85287-7505

Ray Anderson, Vice President for University Athletics
Arizona State University

Delivery Address:

Carson Student Athlete Center
500 E. Veterans Way, Suite 600
Tempe, AZ 85287-2505

Mailing Address:

P.O. Box 872505
Tempe, AZ 85287-2505

with a copy to:

Office of General Counsel
Arizona State University

Delivery Address:

300 E. University Drive, Suite 335
Tempe, AZ 85287-7405

Mailing Address:

P.O. Box 877405
Tempe, AZ 85287-7405

(c) **City:**

City of Phoenix
Director, Parks and Recreation Department
200 W. Washington Street, 20th Floor
Phoenix, AZ 85003-1611

EXHIBIT B

with a copy to:

City Attorney's Office
City of Phoenix
200 W. Washington Street, 13th Floor
Phoenix, AZ 85003-1611

or to such other persons or addresses as either of the parties will substitute by notice given as herein required. Any notice to be given by a party hereunder may be given to such party's counsel. Counsel for the parties may provide simultaneous notice to the opposing party and its counsel.

Notice shall be effective on the date on which notice is delivered if notice is given by personal delivery, on the day after the date of delivery to the overnight carrier if such a service is used, and on the third business day after the date of deposit in the mail, if mailed. Each party will designate a representative authorized to act for it and will make notify the other of such designation.

Section 10.13 - Assignment. Except as specifically described, this Agreement is not assignable by either party without the prior written approval of the other and any such assignment or attempted assignment will be null and void.

Section 10.14 – Nondiscrimination and Compliance with Applicable Laws. The parties hereto agree to comply with all applicable state and federal laws, rules, regulations and executive orders governing equal employment opportunity, immigration and nondiscrimination, including the Americans with Disabilities Act. In connection with its management of the Golf Course, the Non-profit will comply with all applicable laws, rules and regulations, including without limitation, compliance with Office of Foreign Assets Control (OFAC) regulations restricting payments in compliance with economic sanctions programs against countries and individuals.

Section 10.15 - Successors and Assigns. This Agreement will inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns of the parties hereto.

Section 10.16 - Severability. In the event that any of the provisions or portions or applications thereof, of this Agreement is deemed to be invalid, illegal, unenforceable, such invalidity or unenforceability shall not alter the remaining portion of such provision, or any other provision hereof. Each provision of this Agreement shall be deemed severable from all other provisions hereof. If any of the provisions of this Agreement shall be deemed to be invalid, illegal or unenforceable, the parties shall negotiate an equitable adjustment in the provisions of this Agreement and the validity and enforceability of the remaining provisions or portions or applications thereof, will not be affected thereby.

Section 10.17 - Entire Agreement. This Agreement together with the IGA, constitutes the entire agreement between the parties hereto relating to the Non-profit's performance of the Services hereunder, and supersedes any previous agreements or understandings.

EXHIBIT B

Section 10.18 - Construction and Interpretation. The parties hereto acknowledge and agree that each party has participated in the drafting of this Agreement and that this document has been reviewed by the respective legal counsel for the parties hereto and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be applied to the interpretation of this Agreement. No inference in favor of, or against, any party shall be drawn from the fact that one party has drafted any portion hereof.

Section 10.19 - No Other Third-Party Beneficiary. Except with respect to the City which shall be a third-party beneficiary, no term or provision of this Agreement is intended to be, or shall be construed to be, for the benefit of any third party including without limitation any subcontractor, agent, creditor, or Golf Course Employee, and no such other third party shall have any right or cause of action hereunder.

Section 10.20 - Counterpart Execution. This Agreement may be executed in one or more counterparts, each of which shall constitute an original, and all of which together shall constitute one agreement.

Section 10.21 - Time of Essence. Time is of the essence of this Agreement and of each covenant, duty and obligation hereunder.

Section 10.22 - Additional Instruments. Each of the parties agrees to execute, acknowledge and deliver such other and further documents, instruments and statements as may be necessary to carry out the intent and provisions of this Agreement and to comply with all applicable laws, rules and regulations.

Section 10.23 - Jurisdiction and Venue. Each of the parties consent to the jurisdiction of, and venue in, the federal and state courts in the county of Maricopa, Arizona.

Section 10.24 - Attorneys' Fees. Each of the parties shall pay its own legal and accounting fees incurred in connection with the negotiation and preparation of this Agreement. In addition, if there is any arbitration or litigation by or among the parties to enforce or interpret any provision of this Agreement or any rights arising hereunder, the unsuccessful party in such arbitration or litigation, as determined by the arbitrator or court, shall pay to the successful party, as determined in the sole discretion of the arbitrator or court, such costs and expenses, including without limitation reasonable attorneys' fees and costs, incurred by the successful party. Such costs and expenses shall be determined by the arbitrator or court sitting without jury.

Section 10.25 – Defined Terms. Capitalized terms used herein but not defined herein shall have the meanings ascribed to them in the IGA.

Section 10.26 – Incorporation of Terms of IGA. The Non-profit hereby agrees to perform all services and obligations ascribed to the Non-profit in the IGA regardless of whether such obligation is specifically provided for herein. In the event of any ambiguity between the terms of this Agreement and the terms of the IGA, the terms of the IGA shall control.

[Signatures on next page.]

EXHIBIT B

IN WITNESS WHEREOF, the parties hereto have executed and delivered this MANAGEMENT, CONCESSION AND OPERATION SERVICES AGREEMENT on the date and in the year first above written.

**ARIZONA GOLF COMMUNITY
FOUNDATION**, an Arizona non-profit
corporation

**THE ARIZONA BOARD OF REGENTS,
a body corporate, for and on behalf of
ARIZONA STATE UNIVERSITY**

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

EXHIBIT B

APPENDIX 1

**CONSENT TO MANAGEMENT, CONCESSION AND OPERATION
SERVICES AGREEMENT**

OB Sports Golf Management (ASU), LLC, an Arizona limited liability company (“**OB Sports**”), agrees, so long as it is engaged by Arizona Golf Community Foundation (the “**Non-profit**”) to manage and operate the Golf Course, that it will comply with the requirements of Sections 2.9, 5.3 and 6.1 of the foregoing Management, Concession and Operation Services Agreement, and will fully perform each of the Non-profit’s obligations as set forth in Sections 2.9 and 5.3 therein, will maintain the liquor liability insurance coverages and other insurance coverages required by Section 6.1 therein, and will indemnify, defend, and hold harmless the Indemnitees to the same extent the Non-profit agrees to indemnify such Indemnitees pursuant to Sections 2.9(d) and 7.1 therein. OB Sports further agrees to cooperate with ASU by promptly providing such information as is required by the Department and the Liquor Laws with respect to OB Sports’ employees to allow ASU to apply for, obtain and maintain a Series No. 5 liquor license for use at the Golf Course.

All capitalized terms used but not defined herein shall have the meanings ascribed to them in the foregoing Management, Concession, and Operation Services Agreement.

**OB SPORTS GOLF MANAGEMENT (ASU),
LLC, an Arizona limited liability company**

By _____

Name: C.A. Roberts

Its: President

Exhibit C

List of Current Green Fees

**CITY OF PHOENIX
REQUEST FOR COUNCIL ACTION**

Complete this form per O.P. 1.906 and A.R. 4.11.
Refer to the City Council Agenda Process Reference Guide for Assistance

ACTION REQUESTED	Formal Action: <input type="checkbox"/> Bid Award <input type="checkbox"/> License Application <input type="checkbox"/> Public Hearing <input type="checkbox"/> Other	OR	Legal Document: <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Emergency Clause? (for use only w/ord. or res. requests)
IMPACTED DISTRICT(S)	CITYWIDE	ADDITIONAL BACKUP MATERIAL SENT UNDER SEPARATE COVER?	<input type="checkbox"/>
SUBJECT	RESOLUTION APPROVING FEE MODEL FOR PAPAGO GOLF COURSE GREEN FEES		
REQUESTED AGENDA DATE	12/19/2007	PREPARED BY	Name <u>Diane Escobedo</u> Department <u>Parks & Recreation</u> Phone <u>262-7334</u>
APPROVALS	Division Head: Department Head:	Rob Harman Sara Hensley	If prepared for another department: Department Name: Approval: <u>Sara Hensley</u>
BID AWARD INFORMATION	Bid Surety Required? <input type="checkbox"/> Submitted by Low Bidder? <input type="checkbox"/> Contract Required? <input type="checkbox"/>	Performance Surety Required <input type="checkbox"/> Amount? _____ Requisition No. _____	
CONTRACT INFORMATION	Contract Amendment? <input type="checkbox"/> If Yes, Current Contract No. _____ <div style="display: flex; justify-content: space-between;"> <div>Approved by:</div> <div> Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Formal Action <input type="checkbox"/> </div> <div>on Date:</div> </div>		
BUDGET INFORMATION	\$ _____ To Be Encumbered? <input type="checkbox"/> Source of Funds: _____ Fiscal Year? _____ Fund Center(s) (SAP-FM): _____ Commitment Item(s) (SAP-FM): _____		
CITY MANAGER'S OFFICE	Approved by <u>Rick Naimark 12/11/07</u>		CM Control No. 134
CITY CLERK DEPARTMENT	Council Action Taken: <u>Adopted</u> <div style="display: flex; justify-content: space-between;"> <div> Ordinance Number: Resolution Number: <u>20611</u> Comments: </div> <div> RCA No. <u>57560</u> Contract No. _____ Meeting Date <u>12/18/2007</u> Item No. <u>104</u> </div> </div>		

ITEM**CITYWIDE****RESOLUTION APPROVING FEE
MODEL FOR PAPAGO GOLF
COURSE GREEN FEES**

Request City Council approval of fee models to be used at the Papago Golf Course for the establishment of green fees for resident golfers possessing a Phoenix Golf Discount Card, for non-resident golfers, and those resident golfers not possessing a Phoenix Golf Discount Card. Subject to City Council approval, this fee model is part of the Operating Agreement with the AGA Management, LLC., for the renovation, restoration, and management of Papago Golf Course, approved by the Parks and Recreation Board on November 29, 2007.

The National Golf Foundation has recommended a fee model with the In-Season, Maximum Benchmark fee of \$44.00 for residents (Phoenix Card Holders) and \$115.00 for non-residents. These maximum rates would allow the operator to respond quickly to market conditions and reduce this fee from week to week and day to day based on weather, course conditions, golf course demand and competitors rates. Maximum Off-season (summer) rates will be no higher than \$20.00 for resident rates and \$40.00 for non-resident rates, with significantly lower rates anticipated. This fee model provides a formula for establishing maximum fees for Junior Golf, twilight rates and 9-hole rates.

Critical to this fee model is the establishment of a maximum, annual rate increase, tied to the cost of living, not to exceed 5%. This fee increase must be approved by City of Phoenix staff annually, beginning in November 2009. Any annual increase above 5%, or any change to the formulas used in the fee model, must be brought back to the Parks and Recreation Board for recommendation, and City Council for approval.

The Parks and Recreation Board recommended City Council to approve the fee schedule. Additional information will be included in a back-up City Council Report.

If approved, this pricing model would not take effect until the course re-opens following renovations, anticipated in November 2008.

**Papago Golf Course
Phoenix Card Holder Fee Schedule
Proposed (Beg. 11/1/2008)**

		In Season	Formula	Off Season	Formula
		Maximum Rate	Maximum Rate	Maximum Rate	Maximum Rate
Base Green Fee (Benchmark)		\$44.00	100%	\$20.00	45%
Junior Fee		\$18.00	40%	\$13.00	30%
Twilight Rate (Adjusted By Season)					
Green Fee		\$37.00	85%	\$15.00	33.75%
*Junior Fee		\$15.00	34%	\$6.00	13.50%
9-Hole Rate					
Green Fee		\$24.00	55%	\$13.00	30%
*Junior Fee		\$10.00	22%	\$6.00	13.50%
Carts					
18-Hole per player			\$15.00		
Benchmark Fee W/Cart			\$59.00		

**Papago Golf Course
Public (No Phoenix Card) Fee Schedule
Proposed (Beg. 11/1/2008)**

		In Season	Formula	Off Season	Formula
		Maximum Rate	Maximum Rate	Maximum Rate	Maximum Rate
Base Green Fee (Benchmark)		\$115.00	100%	\$40.00	35%
Twilight Rate (Adjusted By Season)					
Green Fee		\$86.00	75%	\$29.00	25%
9-Hole Rate					
Green Fee		\$63.00	55%	\$23.00	20%
Carts					
18-Hole per player			\$15.00		
Benchmark Fee W/Cart			\$130.00		
Notes: All % off of Base Green Fee. Fees do not include sales tax.					
These are maximum rates. All fees rounded to the nearest \$1.					
*Juniors rates apply to all Juniors 17 years and younger. Junior rate not available before twilight on weekends/holidays per current city policy.					

Phoenix Golf Card Eligibility Maricopa County Residents Only.

Fees may increase annually in an amount equal to the CPI, not to exceed 5% annually.

Exhibit D

Current Advance Tee-Time Booking Policy

EXHIBIT D

Phoenix Golf Card

PHX Premium Cardholder and PHX Senior Cardholder (age 62 and over) refer to the City of Phoenix Golf Card. Any Resident of Maricopa County is eligible to purchase the Phoenix Golf Card with proof of residence.

New card purchases are \$50 plus tax.

Renews are \$30 plus tax.

Cards are good for 1 year from date of purchase.

PHX Premium Card Benefits*

- Advance tee time reservations up to 9 days in advance (non-card holders may book tee-times up to 7 days in advance)
- Yearly discounted rates.
- Eligible for frequent player promotions/specials
- Email notifications of upcoming special events
- Good at all 7 City of Phoenix courses
- \$30 Renewal fee

**Only available to all Maricopa County residents with the purchase of a Phx Premium Card.*

Residents must show residence proof with one of the following:

1. Arizona Driver License
2. Property Tax Form
3. Voter Identification

Golf cards may be purchased at any City of Phoenix golf courses.

Exhibit E

Site Map Depicting Future Location of Clubhouse



NEW PAPAGO GC ENTRANCE DRIVE - OPTION 2

Exhibit F

Depiction of Road Improvements



NEW PAPAGO GC ENTRANCE DRIVE - OPTION 2

Exhibit G

Existing Maintenance Plan

EXHIBIT G

PAPAGO GOLF COURSE MAINTENANCE PLAN

1. Putting Greens

All putting greens are to be maintained to provide a full and uniform turf cover along with a firm yet receptive surface condition. An integral pest management program will be used at all times to maintain a weed-free condition and prevent insect and disease damage. Mowing patterns must be established to ensure straight lines and neatly defined perimeters. Sprinkler heads are to be edged weekly, not using a line trimmer. Integrated surface management practices (mowing, rolling, verti-cutting, brushing, topdressing, etc.) shall be conducted to provide a consistent smooth putting surface with a **desired speed of 10.0-11.0 feet measured using a USGA Stimpmeter for regular play**. Speeds may be increased for championship play as desired.

Mowing Equipment – Triplex or walk-behind greens mower.

Mowing Frequency – 7 days per week and mowed in accordance with species and variety of grass, with alternating direction to avoid grain, and removing clippings each time.

Height of Cut (HOC) - .110" to .120" height during summer growing months, and during winter months, following establishment of over seed. HOC to vary based on season, desired playing conditions, and other climatic and agronomic conditions. Mowing practices must result in a consistent, smooth and true ball roll and a speed in the range of 10.0 – 11.0 feet as measured using a USGA Stimpmeter. Height of Cut may be higher during cultural maintenance practices and abnormal weather stress, with the goal of returning to normal ball roll as soon as possible.

Vertical Mowing – Every two to three weeks, or as needed, when sustained turf growth is occurring. Also to aid in the minimizing of grain, mower mounted brush or groomer attachments should be used throughout the year.

Topdressing – Minimum 6 times during the summer growing season. Topdressing sand must meet particle size and distribution as USGA topdressing guidelines. An application rate of .5 to 1.0 cubic feet per 1,000 square feet should be used for routine topdressing and the sand uniformly incorporated into the turf canopy. Following top dressing, sand must be mechanically brushed or blown and lightly watered to maintain playability.

Hole Locations – Hole locations are to be changed daily, with cups set to a 1" depth, in accordance with USGA standards. If greens exhibit high or low plugs

they are to be repaired daily. Cups, flags and flag poles are to be uniform and shall be approved by the City.

Aeration – Core cultivation is required twice per year during the summer growing season. Schedule to be coordinated to have minimal impact on play. Cores are to be removed from the greens the same day and top dressed with USGA topdressing sand. Top dressing sand should be applied sufficient to fill coring holes. Solid tine and/or slice aerations should be performed throughout the year in accordance with good horticultural practices. Solid tine or slice aeration should be performed in a manner to maximize playability of the greens and should be coordinated to minimize any impact to play.

Fertilization - Greens fertilization programs will be based on nutrient requirements determined through tissue and soil analysis. Greens grade granular and liquid applications delivering the proper amounts of nutrients, including micronutrients, will be applied to meet species requirements, weather demands, and mowing frequency. Slow or less responsive, damaged, or compacted areas will receive additional fertilization, irrigation, aeration, and other agronomic requirements as needed to increase turf density to surrounding area.

Winter Over seeding – In October, greens shall be over seeded with a winter greens mix consisting of a mixture of perennial rye grass, Poa Trivialis, Fescue and/or Bent in accordance with standard horticultural practices. In general, rates for greens will be 30-40 lbs per 1000 sq.ft. for Rye Grass, with 6-10 lbs of Poa Trivialis or Bent and/or 4-5 lbs. fine leafed Fescue.

2. Putting Green Collars, Approaches, and Tees

Through the putting green collars, approaches and on the tees, a full, dense and smooth turf cover is to be maintained at all times. An integrated pest management program will also be employed to maintain a weed free condition and prevent insect and disease damage. The tee markers shall be moved daily to prevent excessive divot and wear damage. The tee markers will be rotated in a consistent pattern with the putting green hole locations.

Mowing Equipment – Triplex mower or triplex trim mower (7-8 bladed reels)

Mowing Frequency – 3-4 days per week depending on growing season and climatic conditions, with alternating direction to avoid grain, and removing clippings each time. Mowing patterns must be established to ensure straight lines and neatly defined perimeters.

Mowing Height – Tees shall be mowed at 3/8" to 1/2" during summer months and 3/8" to 5/8" during the winter months following the establishment of over seed. Approaches and collars are to be mowed at 3/8" to 5/8".

Divot Repair – On the tees, divot damage will be filled with topdressing sand a minimum of two times per week in a manner to encourage rapid turf recovery and maintain a level surface condition.

Cultural Practices – The putting green collars, approaches and tees will be core aerated twice per year during the summer growing season, along with a verticut program. The size and spacing of cores, the depth of verticut and the schedule will shall be implemented ensure minimal impact on play. Cores to be removed from the tees, collars and approaches the same day and top dressed with USGA topdressing sand. Top dressing sand should be applied at a rate required to fill cored spaces.

Solid tine and/or slice aerations should be performed throughout the year in accordance with good horticultural practices to improve compaction and drainage. Periodic supplemental verti-cutting and top dressing to control thatch/organic matter accumulation and in turn maintain a smooth, dense turf cover and firm surface condition will be required from time to time.

Fertilization – Tee fertilization programs will be based on nutrient requirements determined through soil analysis. Granular and liquid fertilizer applications delivering the proper amounts of nutrients, including micronutrients, will be applied to ensure quality teeing areas, plus meet species requirements, weather demands, and mowing frequency. Slow or less responsive, damaged, or compacted areas will receive additional fertilization, irrigation, aeration, and other agronomic requirements as needed to increase turf density to surrounding areas.

Winter Over seeding – In October, collars, approaches and tees will be over seeded with perennial rye grass in accordance with standard horticultural practices. In general, rates for collars, approaches and tees shall be 600 lbs per acre and shall present a smooth uniform turf cover with well defined perimeters.

3. Fairways

Through the fairways, a smooth uniform turf cover with well defined perimeters and that provides support of the golf ball for play must be maintained. Divot repair in fairway is required. A combination of pre and post-emergent herbicides should be used in an annual program to maintain an acceptable (80%-90%) weed free level of weed control. An annual and constant management plan, which includes the specific materials, active ingredient, application rate and application timing, should be established.

Mowing Equipment – Self contained five-gang mower with hydraulically operated reels.

Mowing Frequency – Fairways shall be mowed 3-4 days per week and mowed in accordance with species and variety of grass, when sustained turf growth is maintained. Mowing frequency should be adjusted to ensure there is not an excess of clipping left on the fairway. Mowing patterns must be established to

ensure straight lines and a neatly defined perimeter. Width and shape of fairway will be consistent with past practices.

Height of Cut – Fairways shall be mowed 3-4 times per week at ½' to 5/8". Mowing frequency should be adjusted seasonally to ensure there is not an excess of clipping left on the fairway.

Cultural Practices – Fairways to be core aerated twice per year during the summer growing season. The size and spacing of cores, the depth of verticut and the schedule will be implemented to ensure minimal impact on play. Cores are to be removed or dragged into the aeration holes the same day. Solid tine and/or slice aerations should be performed through out the year in accordance with good horticultural practices to improve compaction and drainage. Periodic supplemental verti-cutting to control thatch/organic matter accumulation and in turn maintain a smooth, dense turf cover and firm surface condition may also be required during the summer growing season depending on grass species and variety

Fertilization – Fairway fertilization programs will be based on nutrient requirements determined through soil analysis. Granular and liquid fertilizer applications delivering the proper amounts of nutrients, including micronutrients, will be applied to ensure quality teeing areas, plus meet species requirements, weather demands, and mowing frequency. Slow or less responsive, damaged, or compacted areas will receive additional fertilization, irrigation, aeration, and other agronomic requirements as needed to increase turf density to surrounding areas.

Winter Over seeding – In October, fairways will be over seeded with perennial rye grass in accordance with standard horticultural practices. In general, minimum rates for fairways shall be 600 lbs per acre. The courses will be closed for over seeding.

4. Driving Range Tees

Driving Range tees shall be maintained to a smooth uniform turf cover with well defined perimeters and that provides support of the golf ball. The repairing of the driving range tee divots will be required. A combination of pre and post-emergent herbicides should be used in an annual program to maintain and acceptable (80%-90%) level of weed control. An annual and constant weed management plan, which includes the specific materials, active ingredient, application rate and application timing, should be implemented. Driving Range tee markers shall be moved daily to prevent excessive divot and wear damage.

Mowing Equipment – Tri-plex or self contained five-gang mower with hydraulically operated reels.

Mowing Frequency – Range tees shall be mowed 3-4 days per week and mowed in accordance with species and variety of grass. Mowing frequency should be adjusted to ensure there is not an excess of clipping left on the teeing area.

Height of Cut – Driving Range tee shall be mowed 3-4 times per week at ½' to 5/8". Mowing frequency should be adjusted seasonally to ensure there is not an excess of clipping left on the driving range tee area.

Divot Repair – Divots on tees are to be repaired daily in a manner to encourage rapid turf recovery and maintain a level surface condition.

Cultural Practices – Driving Range Tee to be core aerated twice per year during the summer growing season. The size and spacing of cores, the depth of verticut and the schedule will be implemented to ensure minimal impact on play. Cores are to be removed from the teeing area the same day. Solid tine and/or slice aerations should be performed through out the year in accordance with good horticultural practices to improve compaction and drainage. Periodic supplemental verti-cutting to control thatch/organic matter accumulation and in turn maintain a smooth, dense turf cover and firm surface condition may also be required during the summer growing season.

Fertilization – Driving range tee fertilization programs will be based on nutrient requirements determined through soil analysis. Granular and liquid fertilizer applications delivering the proper amounts of nutrients, including micronutrients, will be applied to ensure quality teeing areas, plus meet species requirements, weather demands, and mowing frequency. Slow or less responsive, damaged, or compacted areas will receive additional fertilization, irrigation, aeration, and other agronomic requirements as needed to increase turf density to surrounding areas.

Over seeding - In October, Driving Range tees will be over seeded with perennial rye grass in accordance with standard horticultural practices. In general, minimum rates for Driving Range tees shall be 600 - 800 lbs per acre. The range will be closed for over seeding.

5. Rroughs, Tee Surrounds and Range Floor

Rough, tee surrounds and range floor will be mowed routinely to provide a uniform, clean and neat presentation along with an appropriate, but not excessively penal character for the average to high handicap golfer. A year-round a pesticide program should be implemented to control weeds and other invasive grasses in the rough area and tee surrounds.

Mowing Equipment – Rotary or reel gang mowers, plus trim mowers for around trees, bunkers and other hazards.

Mowing Frequency – When sustained turf growth is occurring, rough, tee surrounds and the range floor shall be mowed minimum once per week during peak summer growing season.

Height of Cut – 1.25" to 1.75" depending on turf variety.

Cultural Practices – The core aeration program of the fairways shall periodically be extended to the rough, tee surrounds and range floor. Supplemental solid tine or slice aeration to reduce compaction in high traffic areas should be performed.

Fertilizers – Rough, Range Floor and Tee surround fertilization programs will be based on nutrient requirements determined through soil analysis. Granular and liquid fertilizer applications delivering the proper amounts of nutrients, including micronutrients, will be applied to ensure quality rough areas plus meet species requirements, weather demands, and mowing frequency. These areas are not typically over seeded, so most nutrient needs will be during the spring and summer growing season.

Over seeding – Roughs and Tee Surrounds may be over seeded by the operator, but must present clean, uniform transition from tees and fairways. The range floor must be over seeded for visual appearance. Range Floors should be seeded at a rate consistent with fairways.

6. Bunkers

The bunkers will be maintained to provide a clean, well defined, weed-free presentation, along with a reasonably consistent play character with each bunker through the golf courses. Rakes are to be placed outside of the bunkers and parallel to the line of play.

Raking Frequency – All bunkers (greenside and fairway) will be raked daily using either mechanical sand rakes or by hand. For bunkers with steeper wall or areas that cannot be reached using a mechanical sand rake, these areas must be hand raked.

Edging – Mechanical edging of the bunker perimeter must be performed as needed throughout the year so the margin of hazard is always well defined. During summer months, occasional chemical edging with a non-selective herbicide will be allowed as long as this can be performed without causing excessive turf kill around the perimeter of the bunkers.

Sand Depth – The depth of the bunker sand will be checked twice per year and the sand redistributed, or additional sand to be added, as needed to maintain the base of all bunkers at 6 inches for green side bunkers and 4 inches for fairway bunkers.

7. Practice Areas

Practice putting greens will be maintained so that all the same condition and quality as the regular putting greens is provided. Natural turf practice tees will be maintained to the same standard and provide a similar condition as collars and approaches – see #2 above.

8. Irrigation

Scheduling – The automatic irrigation system shall be monitored and adjusted daily by the Operator according to the need of the turf and changes in weather patterns. The goal should be to promote healthy turf growth with firm playing conditions and minimal wet spots and standing water. Irrigation will be programmed to operate during non-play hours when the courses are open or as weather dictates.

Hand Watering – Hand watering shall be accomplished as needed on a daily basis to address any localized dry spots on the putting greens and tees. Manual running of irrigation stations or placement of sprinklers using a quick coupler may also be required to address dry spots in fairway.

Irrigation Repair and Maintenance – The Operator shall be responsible for maintaining and repairing the irrigation system including, but not limited to booster pumps, main lines, lateral lines, controllers, heads, valves, satellites, master controllers, wiring, hydraulics, central control units, irrigation lakes, supply lines, etc. The irrigation system should be kept in a working condition on a daily basis. The system shall be maintained and serviced on a regular basis with the latest technology. All leaks will be repaired within 24 hours. Sprinkler heads will be inspected and adjusted on a regular basis to maintain proper watering patterns.

Irrigation audits will be performed systematically on portions of the golf course each year to assure system efficiency. Water use should always be within the guidelines of the Arizona Department of Water Resources.

9. Pest Management

General pest management standards are covered in the individual putting green, tee, fairway and rough sections, but the Operator should implement a year-round pest management program. It is required that greens be weed free and that appropriate preventative treatments be conducted so that turf damage and loss due to insects and diseases does not occur. Through the rest of the primary play area, maintaining 85%- 90% control of pests is desired and considered an acceptable level. Operator is required to meet all Federal, State and County product certifications/labeling regulations.

10. Cart Paths and Traffic Control

All concrete cart paths will be mechanically edged and swept as needed to maintain a neat appearance and definite lines. Decomposed granite or natural, dirt cart paths will be smooth and level with pot holes being filled as required. The operator will also be required to rope off or place "scatter signs" in areas where excessive cart traffic is causing turf damage.

11. Debris

When the golf course is open for play, any vegetation debris will be picked up. The debris will be hauled to the appropriate areas for disposal. The operator will be responsible for making arrangements for hauling debris from the golf course maintenance yard and any associated costs.

12. Storm Debris Cleanup

The operator shall have one (1) full working day to clean the golf course playing surface of any tree limbs or debris and any fallen trees smaller than 12' tall. If the city determines one (1) full day after a storm that any portion of the golf course is in immediate jeopardy of sustaining some type of serious hazard, Scope III Section 12. Emergency Maintenance shall commence.

13. Services

In addition to changing hole locations and tee marker position as described in the putting green and tee sections, the operator is responsible for all trash removal, emptying trash containers and servicing of ball washers on the course and driving range. The ball washer soap and towels will be changed at a minimum of once per week during the peak season and as needed during the summer season. Replacement of all tee and putting green supplies will be the responsibility of the operator, including tee markers, ball washers, towels, flags, pins and cups.

14. Landscape and Hardscape Areas

Trash – parking lot, and areas outside the clubhouse and restaurant shall be policed daily and maintained free of trash and debris such as paper, drinking cans, bottles, cups, fallen limbs and leaves. Trash cans in the parking lot, golf course and areas outside the clubhouse and restaurant will be emptied daily. The operator will provide trash can liners.

Weed Control – All Plant beds and tree rings shall be maintained free of weeds or grass to the extent possible with either mechanical or chemical means.

Pruning – Plant material (trees, shrubs and ground cover) shall be pruned by the operator as necessary to provide a good appearance, protection from wind and provide safe clearance for golfers, both riding and walking.

Flower Beds – Annual flower beds will be planted with appropriate material to provide constant, vibrant color display at the clubhouse entrance and in containers and planters near the clubhouse throughout the year.

Exhibit H

List of Existing CC&Rs



Title Management Agency of Arizona LLC

2400 N. Central Avenue, Suite 203
Phoenix, AZ 85004
Phone: (602) 955-9677
Fax: (602) 955-9680

November 17, 2011

RE: Escrow No. D0001565
Project Name: Papago Golf Course
REN: PM1088
Seller: City of Phoenix, a Municipal corporation
APN: 125-01-001A
Subject Property: Papago Golf Course
Project Specialist: Alicia Gallardo

Gentlemen:

In connection with the above referenced order, we are enclosing the following documents:

- Condition of Title
- Maps
- Restrictions
- Tax Certificate
- Schedule B Copies
- Vesting Deed
- Invoice

We appreciate having had the opportunity to serve you in this transaction.

Sincerely,

Susan McGrath

encl.

CONDITION OF TITLE REPORT
Issued by
Title Management Agency of Arizona LLC
Issuing Agent for
Commonwealth Land Title Insurance Company

SCHEDULE A

1. Effective Date: November 7, 2011 at 7:30am, at Instrument No. . Our No.: D0001565--.

This is a Condition of Title Report only. This report does not represent nor commit any type of title insurance. The liability incurred, if any, is limited to twice the amount of the fees paid for this report.

FOR THE BENEFIT AND USE OF:

City of Phoenix, a Municipal corporation

2. The estate or interest in the land described or referred to in this Report and covered herein is:

A FEE

3. Title to the estate or interest in said land is at the effective date hereof vested in:

The City of Phoenix, a Municipal corporation

4. The land referred to in this Report is in the State of ARIZONA, County of Maricopa, and is described as follows:

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

EXHIBIT "A"

The South half of the Northeast quarter and the East half of the Southeast quarter of Section 5, Township 1 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

EXCEPT that portion conveyed to the State of Arizona in Special Warranty Deed recorded April 25, 1997 in Document No. 97-0274352 and rerecorded in Document No. 2008-0678807, described as follows:

That part of the South half of the Northeast quarter of Section 5, Township 1 North, Range 4 East of the Gila and Salt River Base and Meridian, described as follows:

BEGINNING at the Northwest corner of said South half;

Thence North 89° 53' 58" East, along the North line of said South half, a distance of 2,234.00 feet;

Thence South 00° 06' 02" East, a distance of 183.71 feet;

Thence South 61° 30' 37" West, a distance of 344.04 feet;

Thence South 43° 56' 24" West, a distance of 468.18 feet;

Thence South 15° 52' 42" West, a distance of 648.48 feet to the South line of said South half;

Thence North 89° 34' 45" West, along said South line, a distance of 751.92 feet;

Thence North 00° 00' 13" West, a distance of 301.93 feet;

Thence North 89° 35' 19" West, a distance of 125.09 feet;

Thence North 00° 00' 13" West, a distance of 370.03 feet;

Thence South 89° 53' 58" West, a distance of 552.57 feet to the West line of said South half;

Thence North 00° 00' 24" West, along said West line, a distance of 627.48 feet to the POINT OF BEGINNING;

EXCEPT that part thereof that lies within the West 40 feet of said South half; and

EXCEPT that part thereof that lies Southerly and/or Easterly of the line that is 18 feet Northerly and/or Westerly, as measured at right angles and/or radially, of the centerline described as follows:

COMMENCING at the Southwest corner of said South half;

Thence North, along the West line of said South half, a distance of 86.13 feet;

Thence East, a distance of 29.06 feet to the POINT OF BEGINNING of the centerline described herein;

Thence North 89° 59' 36" East, a distance of 186.85 feet to the point of curvature of a circular curve concave Northwesterly having a radius of 268.00 feet;

Thence Northeasterly, along the arc of said curve through a central angle of 24° 34' 09.5", a distance of 114.92 feet;

Thence North 65° 25' 26.4" East, a distance of 230.07 feet to the point of curvature of a circular curve concave Southeasterly having a radius of 268.00 feet;

Thence Northeasterly, along the arc of last said curve through a central angle of 24° 59' 48.6", a distance of 116.92 feet;

EXHIBIT "A"
(Continued)

Thence South $89^{\circ} 34' 45''$ East, a distance of 160.00 feet to the point of curvature of a circular curve concave Southerly having a radius of 267.99 feet;

Thence Easterly, along the arc of last said curve through a central angle of $06^{\circ} 08' 06.7''$, a distance of 28.70 feet;

Thence South $83^{\circ} 26' 38.4''$ East, a distance of 311.18 feet to the point of curvature of a circular curve concave Northwesterly having a radius of 268.00 feet;

Thence Northeasterly, along the arc of last said curve through a central angle of $72^{\circ} 13' 56.6''$, a distance of 337.87 feet;

Thence North $24^{\circ} 19' 25''$ East, a distance of 519.19 feet to the point of curvature of a circular curve concave Southeasterly having a radius of 268.00 feet;

Thence Northeasterly, along the arc of last said curve through a central angle of $57^{\circ} 27' 33.5''$, a distance of 268.76 feet to the point of reverse curvature of a circular curve concave Northwesterly having a radius of 267.99 feet;

Thence Northeasterly, along the arc of last said curve through a central angle of $81^{\circ} 53' 06''$, a distance of 383.01 feet;

Thence North $00^{\circ} 06' 02''$ West to said North line of the South half of the terminus of the centerline described herein.

SCHEDULE B

1. The rights of parties in possession by reason of any unrecorded lease or month to month tenancies affecting any portion of the within described property.
2. This report is for informational purposes only and is not to be considered a commitment to issue any form of title insurance. It is for the use only of the party who ordered it and liability, if any, is limited to the amount of the fee paid. Receipt and use of this report shall be evidence of the acceptance of the terms hereof.
3. There are no other recorded matters affecting the title to the land described in this report.
4. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
5. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
6. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
7. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
8. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records.
9. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
10. ROADWAY as shown on Map recorded in Book 8 of Road Maps, page 10.
11. ROADWAY as shown on Map recorded in Book 12 of Road Maps, page 57.
12. ALL MATTERS as set forth in that certain ALTA / ACSM Land Title Survey recorded in Book 1020 of Maps, page 30.
13. EASEMENT and rights incident thereto, as set forth in instrument:

Recorded in Book:	166 of Deeds
Page:	322 and thereafter Quit Claim Deed of Release of Easement recorded in Document No. 2009-0740484
Purpose:	right of way
14. EASEMENT and rights incident thereto, as set forth in instrument:

Recorded in Docket:	3885
Page:	348
Purpose:	a line of poles with wires
15. EASEMENT and rights incident thereto, as set forth in instrument:

Recorded in Docket:	4336
Page:	498
Purpose:	sewer purposes

SCHEDULE B
(Continued)

16. EASEMENT and rights incident thereto, as set forth in instrument:
- | | |
|---------------------|----------------------------|
| Recorded in Docket: | 4358 |
| Page: | 315 |
| Purpose: | a line of poles with wires |
17. EASEMENT and rights incident thereto, as set forth in instrument:
- | | |
|---------------------|----------------------------|
| Recorded in Docket: | 10900 |
| Page: | 1480 |
| Purpose: | a line of poles with wires |
18. EASEMENT and rights incident thereto, as set forth in instrument:
- | | |
|---------------------|------------|
| Recorded in Docket: | 14849 |
| Page: | 1181 |
| Purpose: | water line |
19. EASEMENT and rights incident thereto, as set forth in instrument:
- | | |
|---------------------------|------------|
| Recorded in Document No.: | 84-0544304 |
| Purpose: | anchors |
20. EASEMENT and rights incident thereto, as set forth in instrument:
- | | |
|---------------------------|------------|
| Recorded in Document No.: | 91-0369233 |
| Purpose: | water line |
21. EASEMENT and rights incident thereto, as set forth in instrument:
- | | |
|---------------------------|--------------|
| Recorded in Document No.: | 91-0369238 |
| Purpose: | right of way |
22. EASEMENT and rights incident thereto, as set forth in instrument:
- | | |
|---------------------------|------------|
| Recorded in Document No.: | 93-0004956 |
| Purpose: | water line |
23. EASEMENT and rights incident thereto, as set forth in instrument:
- | | |
|---------------------------|--|
| Recorded in Document No.: | 95-0501135 and rerecorded in Document No. 97-0734347 |
| Purpose: | underground electrical purposes |
24. EASEMENT and rights incident thereto, as set forth in instrument:
- | | |
|---------------------------|--------------------------------|
| Recorded in Document No.: | 2006-0057877 |
| Purpose: | power underground distribution |

SCHEDULE B
(Continued)

25. RESTRICTIONS, CONDITIONS, COVENANTS, RESERVATIONS, including but not limited to any recitals creating easements, liabilities, obligations or party walls, omitting, if any, from the above, any restrictions based on race, color, religion sex, handicap, familial status or national origin contained in instrument:
- Docket: 2950
Page: 214
26. RESTRICTIONS, CONDITIONS, COVENANTS, RESERVATIONS, including but not limited to any recitals creating easements, liabilities, obligations or party walls, omitting, if any, from the above, any restrictions based on race, color, religion sex, handicap, familial status or national origin contained in instrument:
- Docket: 3599
Page: 443
27. RESTRICTIONS, CONDITIONS, COVENANTS, RESERVATIONS, including but not limited to any recitals creating easements, liabilities, obligations or party walls, omitting, if any, from the above, any restrictions based on race, color, religion sex, handicap, familial status or national origin contained in instrument:
- Docket: 5267
Page: 468
28. TERMS AND CONDITIONS as set forth in that certain Agreement, recorded January 23, 1981 in Docket 14978, page 434.
29. TERMS, CONDITIONS, LIABILITIES, OBLIGATIONS AND EASEMENTS as set forth in that certain Ordinance No. 819841, recorded January 04, 1991, in Document No. 91-0004641.
30. TERMS AND CONDITIONS as set forth in that certain Memorandum of Agreement recorded January 21, 2003 in Document No. 2003-0066356.
31. TERMS, CONDITIONS AND OTHER MATTERS as set forth in that certain Land Use License for an Overhead Fiber Optic Cable at McDowell Road, Salt Gila Reach 1A, Mesa, Arizona, Central Arizona Water Conservation District, Case No. 01-039, Granted to Cox Communications, Inc., a Delaware Corporation, recorded November 21, 2006, in Document No. 2006-1529523.
32. TERMS, CONDITIONS AND OTHER MATTERS as set forth in that certain Reservation of Rights and Authorization of Use recorded July 22, 2010 in Document No. 2010-0623935.

END OF SCHEDULE B

TITLE MANAGEMENT AGENCY, TMT, SAGA**MARICOPA, AZ**

11/14/2011 09:21AM AHFW

ORDER SEARCH RESULTS

PAGE 1 OF 1

ORDER: D0001565

TOF:

COMMENT:

SEARCH PARAMETERS

PARCEL:

125-01-001A

(PERMIT DATEDOWNS)

PARCEL: 125-01-001A 0

	OWNER:	PHOENIX CITY OF	INSTRUMENT	REC DATE
	SITUS:	5595 E MORELAND ST	2950 214	08/03/1959
	MAIL:	251 W WASHINGTON ST FL 3		
		PHOENIX, AZ 85003-2295		
	SECTION:	5 TWP 1N RNG 4E		
	LEGAL:	S2 NE4 SEC 5 EX W 40F RD & ALSO E2 SE4 SEC 5 EX ANY PT OF SD PARCEL LY WI/IN PROP DESC P/F 97 - 0274352		

CURRENT TAXES

INFORMATION THROUGH 11/04/2011

	LAND	IMPR	EXEMPT	RATE	AREA	SPECIAL DISTRICTS
PRIMARY	2,605,872	0	0	8.6667	311300	
SECONDARY	2,431,200	174,672	0	3.7314		
2011 TOTAL TAX BILLED				0.00		
2011	TAX AMT	TAX DUE	INTEREST	DATE PAID		TOTAL DUE
FIRST HALF	0 00	0.00	0.00			0.00
SECOND HALF	0 00	0.00	0.00			0.00
TOTAL CURRENT TAXES DUE 11/11			0.00			
			12/11	0.00		

BACK TAXES

INFORMATION THROUGH 11/04/2011

NO BACK TAXES

ASSESSMENTS

NO ASSESSMENTS

CONDITIONS, DISCLAIMERS AND EXCLUSIONS

This Tax Certificate/Tax Order Report does not constitute a report on or certification of: (1) mineral (productive and/or non-productive) taxes or leases; (2) personal property taxes; or (3) other non ad valorem taxes (such as paving liens, stand-by charges or maintenance assessments)

Data Trace Information Services LLC ("Data Trace") may have warranted the accuracy of this Tax Certificate/Tax Order Report to its customer (the "Data Trace Customer") pursuant to the terms and conditions of a written tax service agreement between Data Trace and said Data Trace Customer (the "Tax Service Agreement"). Any such warranty (hereinafter, "Data Trace Customer Warranty") does not (a) extend to a third party bearer of this Tax Certificate/Tax Order Report; (b) cover any changes made to the records of the taxing authority after the "payments as of," "paid," or "payment" dates delineated above; and (c) cover any invalid tax information shown on the records of the taxing authority or resulting from an error by the Data Trace Customer (including, without limitation, submission of incorrect property information by said Data Trace Customer). DATA TRACE MAKES NO WARRANTIES (EXPRESS OR IMPLIED) WITH RESPECT TO THIS TAX CERTIFICATE/TAX ORDER REPORT OTHER THAN (WHERE APPLICABLE) THE DATA TRACE CUSTOMER WARRANTY. Any and all claims under a Data Trace Customer Warranty must be submitted to Data Trace by the corresponding Data Trace Customer and are subject to the terms and conditions set forth in the pertinent Tax Service Agreement (including, without limitation, the filing deadlines applicable to such claims). In some jurisdictions Data Trace's validation of a Tax Certificate/Tax Order Report is required to activate a Data Trace Customer Warranty.

END SEARCH

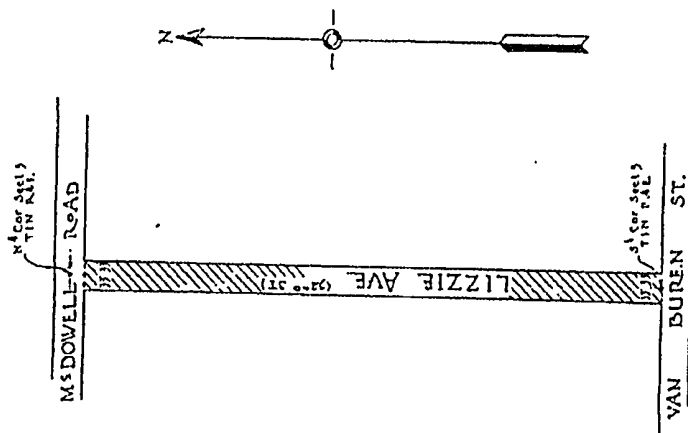
DEDICATED COUNTY ROAD
A PLAT

SHOWING DEDICATION
OF COUNTY ROAD
DESCRIBED AS FOLLOWS:

A road 66 feet wide or 33 feet on each side of the midsection line beginning at the N^W corner of Section 3 T1N R2E & running South to the S⁴ cor. of Section 3 T1N R2E.

OFFICIALLY DEDICATED AUGUST 24, 1930
BY THE BOARD OF SUPERVISORS
OF MARICOPA COUNTY
STATE OF ARIZONA

Barney B. Adams
COUNTY ENGINEER

[illegible]

DESIGNATED COUNTY ROAD
A PLAT

Showing designation as a County Highway the following described lines, to wit:

Polk Street from 52nd Street to west line of Pango Park
Taylor Street from 52nd Street to west line of Pango Park
Pango Street (or 53rd Street) from Van Buren Street to
Fillmore Street.

Officially designated July 26, 1953, by the Board of Supervisors of Maricopa County, Arizona.

120199
Cecil C. Overstreet
County Engineer
David P. Banta

120199

Page 2 of 2

$$m \begin{cases} 600 - 200x_1 - 400x_2 \\ 200x_1 + 400x_2 \end{cases}$$

PETERSON, FREDERICK A.
AKC # 018464 AKS# 7000

AUG 23 1958
H. J. K. 374
B. J. 13. 13. 13.

52

[illegible]

Approved: _____
Date: _____

ROAD FILE

SEC. 5, T1N-R4E

ROAD FILE NP/242

ALTA / ACSM LAND TITLE SURVEY

A PORTION OF THE SE 1/4 SEC 32 AND THE SW 1/4 SEC 33, T.2.N., R.4.E. AND
A PORTION OF THE NW 1/4 SEC 4 AND THE NE 1/4 SEC 5, T.1.N., R.4.E. OF THE
GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

LEGAL DESCRIPTION

[illegible][illegible][illegible]

SHAWN WOODS, 80-1-215, NO
ADDRESS LISTED ON AFD FORM 100 (2)
KIDNAPED BY ALAN AND JANE
WOODS (1) AT WASHINGTON AND BELLEVILLE CATHEDRALS

SHAWN WOODS, 80-1-215, NO
ADDRESS LISTED ON AFD FORM 100 (2)
KIDNAPED BY ALAN AND JANE
WOODS (1) AT WASHINGTON AND BELLEVILLE CATHEDRALS

BENCHMARK

BENCHMARK

BASIS OF BEARING

BASIS OF BEARING

FLOOD ZONE

FLOOD ZONE

ZONING

ZONING

OWNER
ARMSTRONG SEAT OF ADJUSTABLE CHAIR
1938 F WOODWELL ROAD

OWNER
ARMSTRONG SEAT OF ADJUSTABLE CHAIR
1938 F WOODWELL ROAD

SITE ADDRESS
6530 E MADISON ROAD
CHANDLER, AZ 85008


SITE ADDRESS
6530 E MADISON ROAD
CHANDLER, AZ 85008

GROSS AREA

GROSS AREA

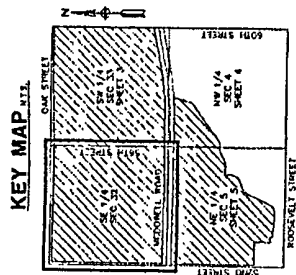
[illegible][illegible][illegible][illegible][illegible][illegible]

BOOK 1020 PAGE 30
OFFICIAL RECORDS OF
SALVADORA COUNTY RECORDER
HELEN FURCELL
2009-0096560
CLERK/REC REC'D REC'D

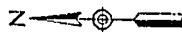
	P. J. & Associates, Inc. 10000 W. 10th Ave. Suite B/78 Greenwood Village, CO 80122 (303) 297-0080		DESIGN DBT DRAWN CAD CHECK: SSH SCALE: HORIZ: N/A VERT: N/A
	ALTA SURVEY		

ALTA / ACSM LAND TITLE SURVEY

A PORTION OF THE SE 1/4 SEC 32 AND THE SW 1/4 SEC 33, T.2N., R.4E. AND THE NW 1/4 SEC 4 AND THE NE 1/4 SEC 5, T.1N., R.4E. OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

[illegible]


LEGEND

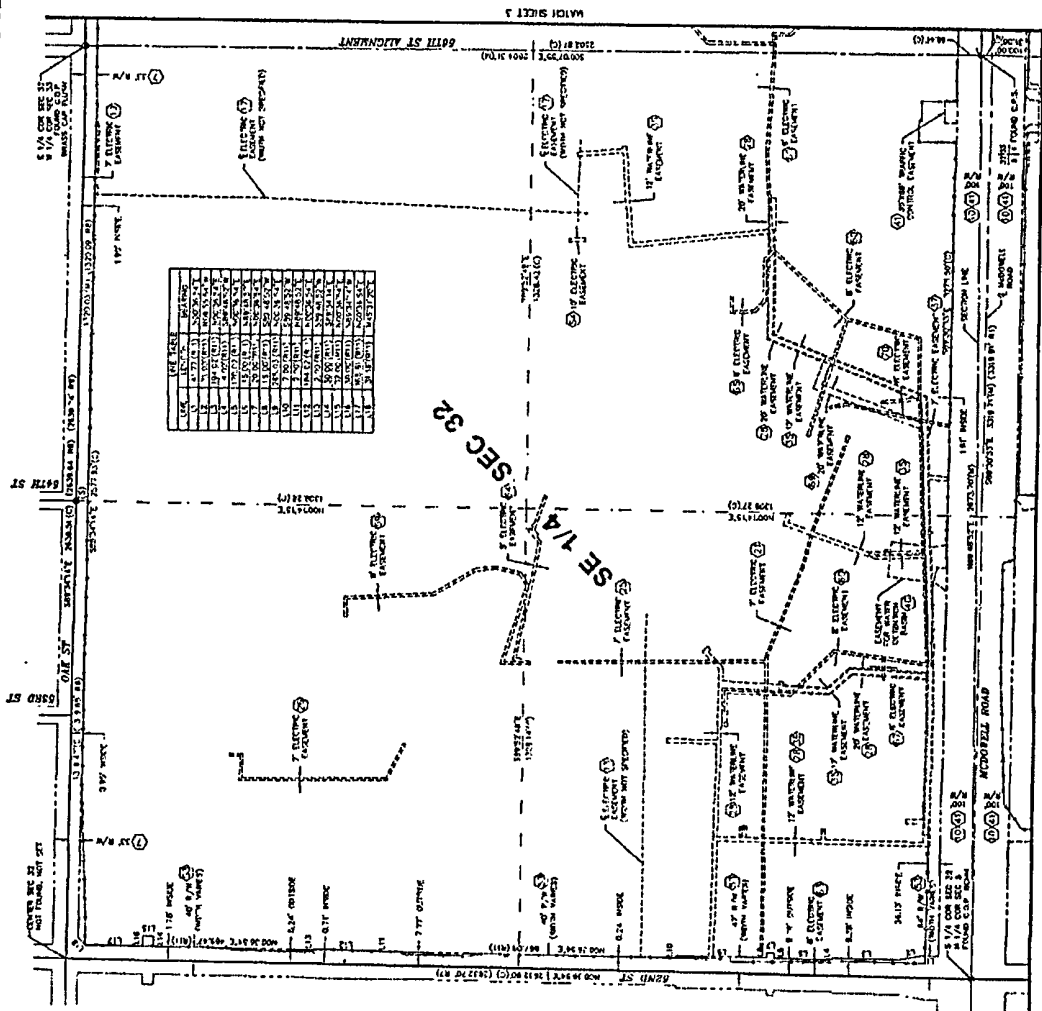
[illegible]

SCALE

10 75 120

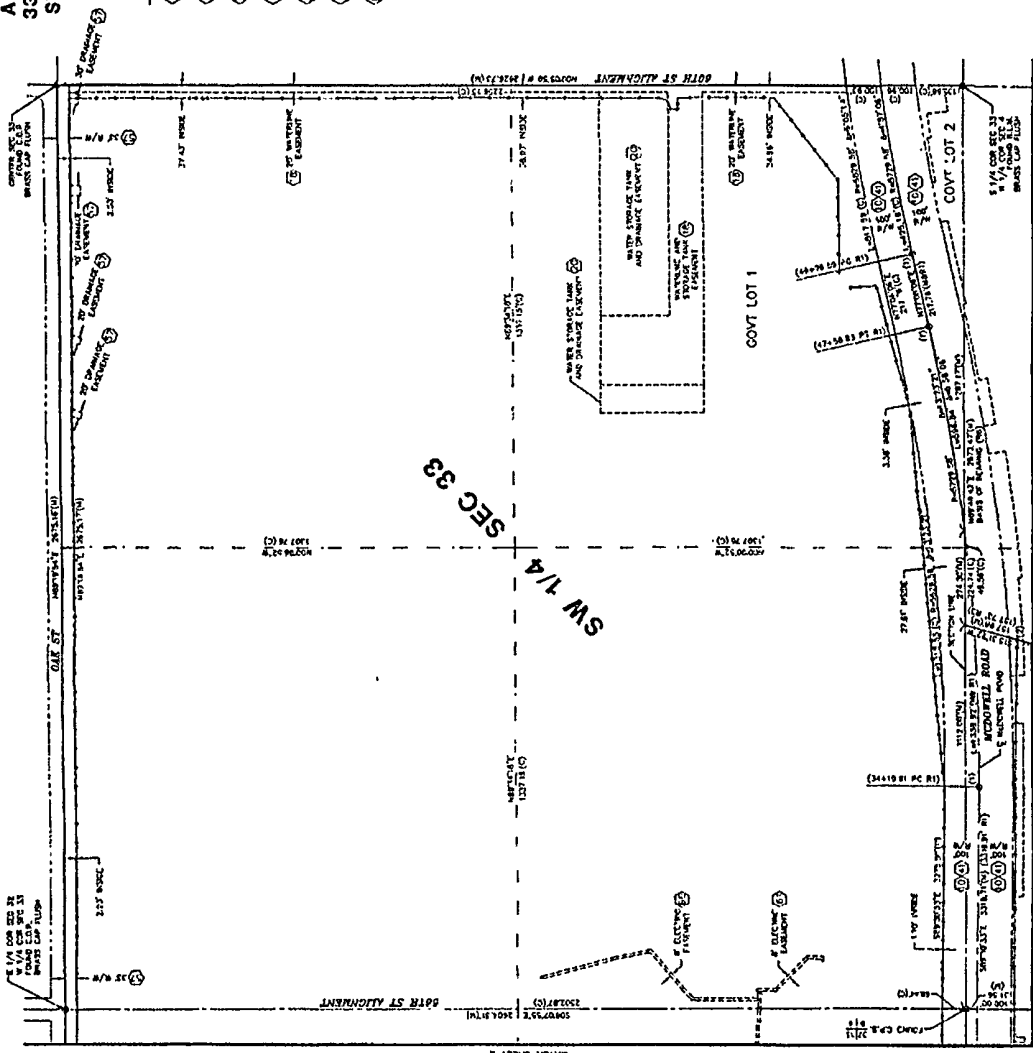
BOOK 1020 PAGE 30
OFFICIAL RECORDS OF
MISSISSIPPI COUNTY RECORDERS
HELEN POWELL
2009-0096560

	University Aerial & Associates 70015 W. ALMA AVE SUITE 8/78 ALMA, MI 48801 (482) 865-0288	REGION DBT DRAWN: CAD CHECK: SSH SCALE: HORZET="1"50 VERT: N/A
	ALTA SURVEY	JOB NO 8161 DATE: 1/26/09 SHEET 2 OF 3



ALTA / ACSM LAND TITLE SURVEY

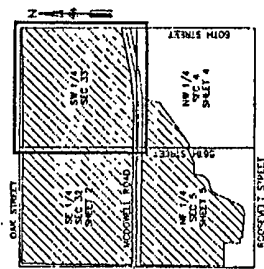
A PORTION OF THE SE 1/4 SEC 32 AND THE SW 1/4 SEC 33, T.2N., R.4E. AND THE NW 1/4 SEC 4 AND THE NE 1/4 SEC 5, T.1N., R.4E. OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.



SCHEDULE 'B' ITEMS

- | | |
|----|---|
| 10 | RECEIVED BY THE HOUSE AS REPORT BY THE
COMMITTEE ON 12-1-54. PAGE 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839 |
|----|---|

KEY MAP NTS.




LEGEND

- [illegible]



BOOK 1020 PAGE 30
OFFICIAL RECORDS OF
HARRIS COUNTY RECORDED
HEALTH PURCHASER
2009 - 0096560
08-15-2009 08:35 AM

	HORLEY PARTNERS & ASSOCIATES 3005 N. 46th AVE., SUITE 315 CANTON, OH 44705	DESIGN: DBT	HORIZ: 1"=150'
		DRAWING: CAD	VERT: 1"=5'
		CHECK: SSH	SCALE
ALTA SURVEY			

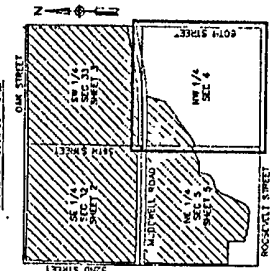
ALTA / ACSM LAND TITLE SURVEY

A PORTION OF THE SE 1/4 SEC 32 AND THE SW 1/4 SEC 33, T.2N., R.4E. AND THE NW 1/4 SEC 4 AND THE NE 1/4 SEC 5, T.1N., R.4E. OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

SCHEDULE 'B' ITEMS

- 10 MONITORING WELL PIPES SHALL BE SHOWN ON MAP, LOCATED IN BOOK 9 OF PLAT MAPS, PAGE 34, M.F.S.
- 41 AGREEMENT FOR PROCEEDING LITIGATION, AS SET FORTH IN DOCUMENT NO. 1995-000000, P.C.A.
- 42 EASEMENT FOR WATER LINES, AND EASEMENT FOR POWER LINES, AND EASEMENT FOR TELEPHONE LINES, IN DOCUMENT NO. 1995-000000, P.C.A.
- 43 EASEMENT FOR WATER LINES, AND EASEMENT FOR POWER LINES, AND EASEMENT FOR TELEPHONE LINES, IN DOCUMENT NO. 1995-000000, P.C.A.

KEY MAP



LEGEND

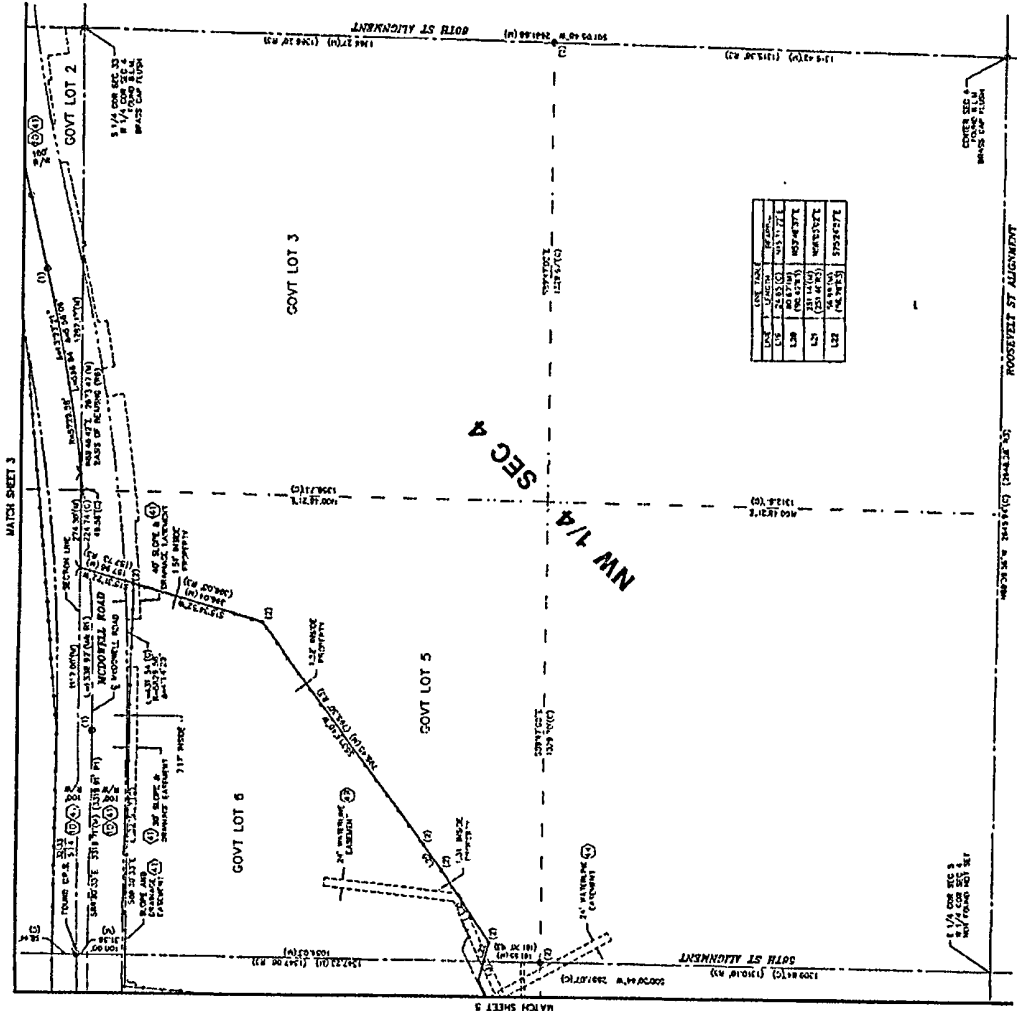
- 1. MONITORING WELL
- 2. MONITORING WELL PIPES
- 3. MONITORING WELL PIPES
- 4. MONITORING WELL PIPES
- 5. MONITORING WELL PIPES
- 6. MONITORING WELL PIPES
- 7. MONITORING WELL PIPES
- 8. MONITORING WELL PIPES
- 9. MONITORING WELL PIPES
- 10. MONITORING WELL PIPES
- 11. MONITORING WELL PIPES
- 12. MONITORING WELL PIPES
- 13. MONITORING WELL PIPES
- 14. MONITORING WELL PIPES
- 15. MONITORING WELL PIPES
- 16. MONITORING WELL PIPES
- 17. MONITORING WELL PIPES
- 18. MONITORING WELL PIPES
- 19. MONITORING WELL PIPES
- 20. MONITORING WELL PIPES
- 21. MONITORING WELL PIPES
- 22. MONITORING WELL PIPES
- 23. MONITORING WELL PIPES
- 24. MONITORING WELL PIPES
- 25. MONITORING WELL PIPES
- 26. MONITORING WELL PIPES
- 27. MONITORING WELL PIPES
- 28. MONITORING WELL PIPES
- 29. MONITORING WELL PIPES
- 30. MONITORING WELL PIPES
- 31. MONITORING WELL PIPES
- 32. MONITORING WELL PIPES
- 33. MONITORING WELL PIPES
- 34. MONITORING WELL PIPES
- 35. MONITORING WELL PIPES
- 36. MONITORING WELL PIPES
- 37. MONITORING WELL PIPES
- 38. MONITORING WELL PIPES
- 39. MONITORING WELL PIPES
- 40. MONITORING WELL PIPES
- 41. MONITORING WELL PIPES
- 42. MONITORING WELL PIPES
- 43. MONITORING WELL PIPES
- 44. MONITORING WELL PIPES
- 45. MONITORING WELL PIPES
- 46. MONITORING WELL PIPES
- 47. MONITORING WELL PIPES
- 48. MONITORING WELL PIPES
- 49. MONITORING WELL PIPES
- 50. MONITORING WELL PIPES
- 51. MONITORING WELL PIPES
- 52. MONITORING WELL PIPES
- 53. MONITORING WELL PIPES
- 54. MONITORING WELL PIPES
- 55. MONITORING WELL PIPES
- 56. MONITORING WELL PIPES
- 57. MONITORING WELL PIPES
- 58. MONITORING WELL PIPES
- 59. MONITORING WELL PIPES
- 60. MONITORING WELL PIPES
- 61. MONITORING WELL PIPES
- 62. MONITORING WELL PIPES
- 63. MONITORING WELL PIPES
- 64. MONITORING WELL PIPES
- 65. MONITORING WELL PIPES
- 66. MONITORING WELL PIPES
- 67. MONITORING WELL PIPES
- 68. MONITORING WELL PIPES
- 69. MONITORING WELL PIPES
- 70. MONITORING WELL PIPES
- 71. MONITORING WELL PIPES
- 72. MONITORING WELL PIPES
- 73. MONITORING WELL PIPES
- 74. MONITORING WELL PIPES
- 75. MONITORING WELL PIPES
- 76. MONITORING WELL PIPES
- 77. MONITORING WELL PIPES
- 78. MONITORING WELL PIPES
- 79. MONITORING WELL PIPES
- 80. MONITORING WELL PIPES
- 81. MONITORING WELL PIPES
- 82. MONITORING WELL PIPES
- 83. MONITORING WELL PIPES
- 84. MONITORING WELL PIPES
- 85. MONITORING WELL PIPES
- 86. MONITORING WELL PIPES
- 87. MONITORING WELL PIPES
- 88. MONITORING WELL PIPES
- 89. MONITORING WELL PIPES
- 90. MONITORING WELL PIPES
- 91. MONITORING WELL PIPES
- 92. MONITORING WELL PIPES
- 93. MONITORING WELL PIPES
- 94. MONITORING WELL PIPES
- 95. MONITORING WELL PIPES
- 96. MONITORING WELL PIPES
- 97. MONITORING WELL PIPES
- 98. MONITORING WELL PIPES
- 99. MONITORING WELL PIPES
- 100. MONITORING WELL PIPES



SCALE
1" = 100'

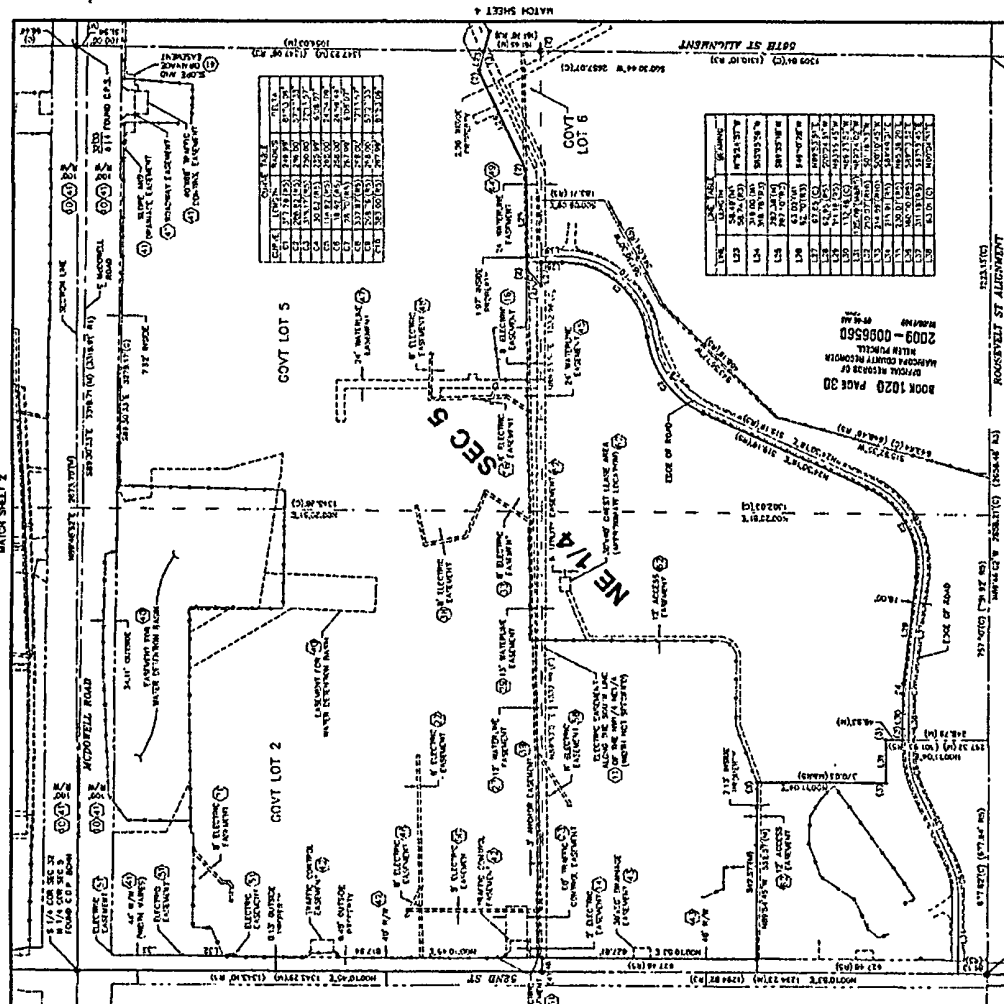
BOOK 1020, PAGE 30
PLAT MAP OF
MARICOPA COUNTY, ARIZONA
2009-009888
2009-009888
2009-009888

DESIGNER	REVISION
DRAWN	DATE
CHECKED	BY
SCALE	1" = 100'
ALTA SURVEY	
DATE	1/25/09
SHEET	4 OF 5



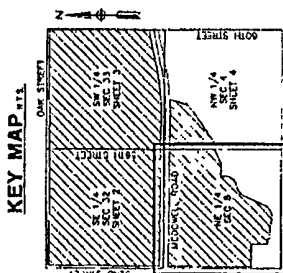
ALTA / ACSM LAND TITLE SURVEY

A PORTION OF THE SE 1/4 SEC 32 AND THE SW 1/4 SEC 33, T.2.N., R.4.E. AND THE NW 1/4 SEC 4 AND THE NE 1/4 SEC 5, T.1.N., R.4.E. OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.



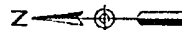
SCHEDULE 'B' ITEMS


60	RECORDED IN BOOK 8 OF DEEDS, PAGE 24. W. E. 1/4
61	RECORDED IN BOOK 8 OF DEEDS, PAGE 24. W. E. 1/4
62	RECORDED IN BOOK 8 OF DEEDS, PAGE 24. W. E. 1/4
63	RECORDED IN BOOK 8 OF DEEDS, PAGE 24. W. E. 1/4
64	RECORDED IN BOOK 8 OF DEEDS, PAGE 24. W. E. 1/4
65	RECORDED IN BOOK 8 OF DEEDS, PAGE 24. W. E. 1/4
66	RECORDED IN BOOK 8 OF DEEDS, PAGE 24. W. E. 1/4
67	RECORDED IN BOOK 8 OF DEEDS, PAGE 24. W. E. 1/4
68	RECORDED IN BOOK 8 OF DEEDS, PAGE 24. W. E. 1/4
69	RECORDED IN BOOK 8 OF DEEDS, PAGE 24. W. E. 1/4
70	RECORDED IN BOOK 8 OF DEEDS, PAGE 24. W. E. 1/4
71	RECORDED IN BOOK 8 OF DEEDS, PAGE 24. W. E. 1/4



LEGEND

1. PROPERTY
 2. PROPERTY
 3. PROPERTY
 4. PROPERTY
 5. PROPERTY
 6. PROPERTY
 7. PROPERTY
 8. PROPERTY
 9. PROPERTY
 10. PROPERTY
 11. PROPERTY
 12. PROPERTY
 13. PROPERTY
 14. PROPERTY
 15. PROPERTY
 16. PROPERTY
 17. PROPERTY
 18. PROPERTY
 19. PROPERTY
 20. PROPERTY
 21. PROPERTY
 22. PROPERTY
 23. PROPERTY
 24. PROPERTY
 25. PROPERTY
 26. PROPERTY
 27. PROPERTY
 28. PROPERTY
 29. PROPERTY
 30. PROPERTY
 31. PROPERTY
 32. PROPERTY
 33. PROPERTY
 34. PROPERTY
 35. PROPERTY
 36. PROPERTY
 37. PROPERTY
 38. PROPERTY
 39. PROPERTY
 40. PROPERTY
 41. PROPERTY
 42. PROPERTY
 43. PROPERTY
 44. PROPERTY
 45. PROPERTY
 46. PROPERTY
 47. PROPERTY
 48. PROPERTY
 49. PROPERTY
 50. PROPERTY
 51. PROPERTY
 52. PROPERTY
 53. PROPERTY
 54. PROPERTY
 55. PROPERTY
 56. PROPERTY
 57. PROPERTY
 58. PROPERTY
 59. PROPERTY
 60. PROPERTY
 61. PROPERTY
 62. PROPERTY
 63. PROPERTY
 64. PROPERTY
 65. PROPERTY
 66. PROPERTY
 67. PROPERTY
 68. PROPERTY
 69. PROPERTY
 70. PROPERTY
 71. PROPERTY
 72. PROPERTY
 73. PROPERTY
 74. PROPERTY
 75. PROPERTY
 76. PROPERTY
 77. PROPERTY
 78. PROPERTY
 79. PROPERTY
 80. PROPERTY
 81. PROPERTY
 82. PROPERTY
 83. PROPERTY
 84. PROPERTY
 85. PROPERTY
 86. PROPERTY
 87. PROPERTY
 88. PROPERTY
 89. PROPERTY
 90. PROPERTY
 91. PROPERTY
 92. PROPERTY
 93. PROPERTY
 94. PROPERTY
 95. PROPERTY
 96. PROPERTY
 97. PROPERTY
 98. PROPERTY
 99. PROPERTY
 100. PROPERTY



	PROPERTY AGENTS & ASSOCIATES		DESIGN: DBT
	GROUP 10, ALMA AVE., SUITE 8173		DRAWN: CAD
	ALBANY, N.Y. 12207-0018		CHECK: SSR
	ALMA AVE. 12207-0018		SCALE:
			HORIZ: 1"=150'
JOB NO. 8141 DATE: 1/25/08 SHEET 5 OF 5		VERT: N/A	

Unofficial
Document

STATE OF ARIZONA, County of Maricopa; ss.
I do hereby certify that the within instrument was filed and recorded at request
1964 OCT 20 9 00 Docket - 5267
Records of Maricopa County, Arizona
WITNESS my hand and official seal the day and year first above written
CLIFFORD W. YAR
By: *fm*
DI-DEED 201144

ARIZ.
1964 5267 468
DEED

THIS INDENTURE made this 11th day of August, 1964, between the State of Arizona, acting by and through Paul J. Fannin, the duly elected, qualified Governor of the State of Arizona, under and pursuant to Sections 41-511.16, 41-511.17, and 41-511.18, Arizona Revised Statutes, Grantor, and the City of Phoenix, a municipal corporation, Grantee.

WITNESSETH:

Grantor, for and in consideration of the sum of \$3,529.02 paid to it, through its State Parks Board, the receipt whereof is hereby acknowledged, and in further consideration of the assumption by the Grantee of all the obligations and its taking subject to certain reservations, restrictions, and conditions and its covenant to abide by and agreement to certain other reservations, restrictions, and conditions, all as set out hereinafter, does by these presents convey unto Grantee, its successors and assigns, all of its right, title, interest, claim, and demand in and to the following-described property situated in the County of Maricopa, State of Arizona, to-wit:

Southeast quarter of Section Thirty-three, in Township Two North, Lots Six, Seven, Ten, and Eleven of Section Three; Lots One and Two, the south half of the north half and the south half of Section Four; the south half of the northeast quarter, and the east half of the southeast quarter of Section Five; the north half of the northeast quarter, the north half of the north half of the northwest quarter, the southeast quarter of the northeast quarter of the northwest quarter, the east half of the southeast quarter of the northwest quarter, except for Lots Seven and Eight of said Section Nine; and the Lots One and Two of Section Ten; in Township One North, all in Range Four East of the Gila and Salt River Base and Meridian, Arizona;

containing one thousand one hundred seventy-six and thirty-four hundredths acres, more or less.

US 5267 REG 468

TO HAVE AND TO HOLD the foregoing described premises, together with all and singular appurtenances and privileges thereunto belonging and all the estate, right, title, interest, and claim of the Grantor unto the said Grantee, its successors and assigns, forever.

By the acceptance of this deed or any rights hereunder the said Grantee, for itself, its successors and assigns, agrees that the transfer of the property transferred by this instrument is accepted subject to the following restrictions and reservations contained in Patent No. 1093785 from the United States of America to the State of Arizona, dated November 17, 1937, and in amendments or modifications thereof:

(1) Subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes and rights to ditches and reservoirs used in connection with water rights, as may be recognized and acknowledged by the local customs, laws, and decisions of courts.

(2) There is reserved from the lands hereby granted a right-of-way for ditches or canals constructed by the authority of the United States.

(3) There is also reserved to the United States under provisions of the Act of April 7, 1930, all the oil, coal, or other mineral deposits found at any time in above-described lands and the right to prospect for, mine, and remove the same under such rules and regulations as the Secretary of Interior may prescribe.

(4) This deed is issued upon the express condition that the lands so conveyed shall be used only for a park, recreation, public convenience purposes, including the construction of a baseball stadium, and if the lands, or any part thereof, shall

Pat 5267 Mex 470

be abandoned for such use, such lands or such part shall revert to the United States.

By the acceptance of this deed, or any rights hereunder, the said Grantee, for itself, its successors and assigns, also assumes the obligations of, covenants to abide by and agrees to, and that this transfer is made subject to the following reservations, restrictions, and conditions contained in Section 41-511.17 and 37-231, Arizona Revised Statutes, and in Conditional Certificate of Purchase No. 1, dated July 27, 1959, heretofore issued to Grantee.

(a) The lands shall be used only for municipal, park, recreation, or public convenience purposes, and if the lands or any part thereof shall be abandoned for such use, such lands, or such part, shall revert to the United States of America.

(b) The lands are subject to the following leases, easements, permits, and right-of-way agreements, the holders of which are entitled to successive renewals thereof for terms of five years each as long as they comply with the terms of the same:

Arizona Game & Fish Department	108.67 Acres	✓
Salt River Project Agricultural Improve- ment and Power Dis- trict	2.78 Acres	
Arizona Highway Depart- ment	31.77 Acres	
City of Tempe	43.44 Acres	
Arizona Cactus and Native Floral Society, Inc.	150.73 Acres	
United States Army	70.38 Acres	
Highway Rights-of-way	10.52 Acres	

U.S. 5267 471

The improvements on said leases, easements, permits, and rights-of-way have not been sold, and the purchaser has only acquired title to the land subject to the same.

(c) The Grantee shall consult with the Arizona State Parks Board in the preparation of a Master Plan for the development of Papago Park. The Grantee shall prepare the Master Plan.

(d) The Grantee shall submit to the Arizona State Parks Board, within six months of date of conveyance, a program of development of Papago Park, with the understanding that the Grantee shall make every effort to spend at least one million dollars in such development in the first five years, ^{and that} in any event at least one million dollars shall be spent in the first ten years.

(e) The Grantee shall, within the first year of development, construct and install picnic facilities, water supply, sanitation facilities, and ingress and egress to such picnic area.

(f) The Grantee shall not charge an admission or exact a toll for entry into Papago Park; and charges made at concessions or fees fixed for the use of such facilities as the golf course, swimming pool, etc., shall be reasonable.

(g) "Municipal use" shall be limited to mean the construction of a baseball stadium for commercial baseball enterprises; and only other facilities and administrative building essential to the operation of Papago Park and in the interest of health, safety, and welfare of the park visitor.

(h) If the Grantee constructs a baseball stadium and parking area for such a facility for use by

1915267 472
 commercial baseball enterprises, such facilities shall not be constructed on Papago Park lands lying south of McDowell Road and north of Van Buren Street.

(i) The Grantee shall acknowledge the tomb of Governor Hunt and that square area 120 feet by 120 feet; this parcel of land being one-third of an acre; the apex of the pyramid being the center of the square, and the sides of the square being parallel to the base of the pyramid. In addition, the Grantee shall incorporate the Master Plan for the tomb of Governor Hunt into the Master Plan for Papago Park, to provide egress and ingress, including a path to the tomb proper, providing easy ascent and descent; parking, lighting, water, landscaping, maintenance, and a retaining wall of approximately two feet in height for stabilization purposes. The Grantee agrees to make every effort to comply with these stipulations within a five-year period, and to maintain and keep in good repair said tomb in perpetuity. And, in addition, the Grantee shall grant to the surviving family of Governor Hunt the right to entomb other members of their family in said tomb until the spaces for such in said tomb have been filled.

(j) The Grantee agrees that a representative or a committee representing the United States of America may inspect Papago Park at any time for the purpose of determining whether stipulations and conditions herein set forth are being complied with. Said representative or committee shall advise the Grantee of any non-compliance with any stipulation or condition herein, and said Grantee shall be given one full fiscal year to comply. In the event of a dispute between the United States of America

5267 473

and the Grantee as to whether there has been non-compliance with any stipulation or condition, the matter shall be decided by the courts.

(k) The Grantee is hereby prohibited from selling or transferring or attempting to sell or transfer Papago Park. Any such action or attempted action by said Grantee shall be deemed an abandonment, and Papago Park shall revert to the United States of America.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed by Paul J. Fannin, its duly elected, qualified, and acting Governor, and its Great Seal hereto affixed the day and year first herein written.

Unofficial Document

Paul J. Fannin
PAUL J. FANNIN
GOVERNOR OF THE STATE OF ARIZONA

ATTEST

Lesley B. Lio
SECRETARY OF STATE OF THE STATE OF ARIZONA

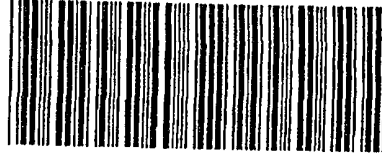
STATE OF ARIZONA } ss
County of Maricopa }

On this 11th day of July, 1964, before me, the undersigned notary public, personally appeared Paul J. Fannin, known to me to be the person described in the foregoing instrument, and acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official

Lesley B. Lio
My commission expires
July 30, 1966

Lesley B. Lio
Notary Public



WHEN RECORDED MAIL TO:

Hoskin Ryan Consultants, Inc.
201 W. Indian School Rd.
Phoenix, AZ 85013

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
2008-0678807 08/04/08 03:20 PM
1 OF 2

MARESA

DO NOT REMOVE THIS COVER SHEET, IT IS NOW PART OF THE RECORDED DOCUMENT.

DOCUMENT TO BE RE-RECORDED: 97-0274352

SPECIAL WARRANTY DEED

This deed is being re-recorded to correct the legal description.

See Exhibit "A" attached hereto and made a part hereof.

Exhibit "A"

Affidavit of Correction

The legal description in "Exhibit "A" recorded in Document 97-0274352 - Special Warranty Deed, has the following error in line number eight (8):

as recorded:

thence South 45°56'24" West, a distance of 468.18 feet;

as corrected:

thence South 43°56'24" West, a distance of 468.18 feet;

Corrected per City of Phoenix Survey Department records on an unrecorded map prepared by BSI Consultants dated 8/1/94. Map titled as "City of Phoenix Parcel For Exchange with Papago Military Reservation".

HOLD FOR PICK UP
CITY OF PHX. ACCT. #34

When recorded, hold for:

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL

97-0274352 04/25/97 03:20

LILIAN 2 OF 26

SPECIAL WARRANTY DEED

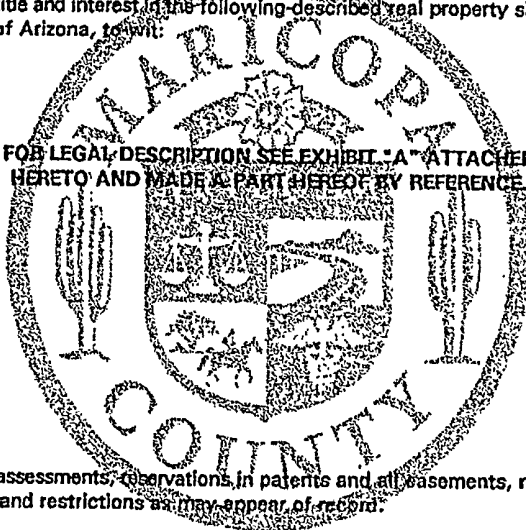
HAE 12-40

Exempt under A.R.S. 42-1614 A 3

KNOW ALL MEN BY THESE PRESENTS:

That for the consideration of Ten and 00/100 Dollars, and other valuable considerations, the undersigned CITY OF PHOENIX, a municipal corporation of the State of Arizona, GRANTOR, pursuant to its Ordinance No. S-24208, does hereby grant and convey unto STATE OF ARIZONA through The Adjutant General, State of Arizona, GRANTEE(S), all of its right, title and interest in the following described real property situated in the City of Phoenix, County of Maricopa, State of Arizona, to-wit:

FOR LEGAL DESCRIPTION SEE EXHIBIT "A" ATTACHED
HERETO AND MADE A PART HEREOF BY REFERENCE



1971 APR 17 PM 3:01
CITY CLERK DEPT 2

SUBJECT TO: Current taxes, assessments, reservations, in patents and all easements, rights of way, encumbrances, liens, covenants, conditions and restrictions as may appear of record.

GRANTOR hereby binds itself and its successors to warrant and defend the title as against all acts of the GRANTOR herein and no other, subject to matters above set forth.

Dated this 15TH day of April, 19 97.

APPROVED AS TO FORM:

CITY OF PHOENIX, a municipal corporation
Frank A. Fairbanks, City Manager

Michael D. Haver
ACTING City Attorney KTR

ATTEST:

Ann F. Bell
DEPUTY City Clerk

By: John E. Burke, Real Estate Administrator

DO NOT WRITE, STAMP, EMBOSS OR PLACE ANY MARKS WHATSOEVER OUTSIDE THE MARGIN LINES OF THIS INSTRUMENT OR THE MARICOPA COUNTY RECORDER MAY NOT RECORD IT, PURSUANT TO A.R.S. 11-480.

SWDPRMIX.FRM 10/95

ACKNOWLEDGMENT

STATE OF ARIZONA)
COUNTY OF MARICOPA) ss.

This instrument was acknowledged before me this 15th day of April, 1997
by John E. Burke, Real Estate Administrator, on behalf of the City Manager of
the City of Phoenix, a municipal corporation of the State of Arizona.



NOTARY SEAL

Barry M. Berkson
NOTARY PUBLIC

My Commission Expires: Dec. 13, 1999

DO NOT WRITE, STAMP, EMBOSS OR PLACE ANY MARKS WHATSOEVER OUTSIDE THE MARGIN LINES OF THIS INSTRUMENT OR THE
MARICOPA COUNTY RECORDER MAY NOT RECORD IT, PURSUANT TO A.R.S. 11-480. SWDFRPHX.FRM 10/95

EXHIBIT "A"

That part of the South half of the Northeast quarter of Section 5, Township 1 North, Range 4 East, G&SRB&M, described as follows:

BEGINNING at the Northwest corner of said South half;
thence North 89° 53' 58" East, along the North line of said South half, a distance of 2234.00 feet;
thence South 00° 06' 02" East a distance of 183.71 feet;
thence South 61° 30' 37" West a distance of 344.04 feet;
thence South 45° 56' 24" West a distance of 468.18 feet;
thence South 15° 52' 42" West a distance of 648.48 feet to the South line of said South half;
thence North 89° 34' 45" West, along said South line, a distance of 751.92 feet;
thence North 00° 00' 13" West a distance of 301.93 feet;
thence North 89° 35' 19" West a distance of 125.09 feet;
thence North 00° 00' 13" West a distance of 370.03 feet;
thence South 89° 53' 58" West a distance of 552.57 feet to the West line of said South half;
thence North 00° 00' 24" West, along said West line, a distance of 627.48 feet to the POINT OF BEGINNING;
EXCEPT that part thereof that lies within the West 40 feet of said South half; and
EXCEPT that part thereof that lies Southerly and/or Easterly of the line that is 18 feet Northerly and/or Westerly, as measured at right angles and/or radially, of the centerline described as follows:
COMMENCING at the Southwest corner of said South half;
thence North, along the West line of said South half, a distance of 86.13 feet;
thence East a distance of 29.06 feet to the POINT OF BEGINNING of the centerline described herein;
thence North 89° 59' 36" East a distance of 186.85 feet to the point of curvature of a circular curve concave Northwesterly having a radius of 268.00 feet;
thence Northeasterly, along the arc of said curve through a central angle of 24° 34' 09.5", a distance of 114.92 feet;
thence North 65° 25' 26.4" East a distance of 230.07 feet to the point of curvature of a circular curve concave Southeasterly having a radius of 268.00 feet;
thence Northeasterly, along the arc of last said curve through a central angle of 24° 59' 48.6", a distance of 116.92 feet;
thence South 89° 34' 45" East a distance of 160.00 feet to the point of curvature of a circular curve concave Southerly having a radius of 267.99 feet;
thence Easterly, along the arc of last said curve through a central angle of 06° 08' 06.7", a distance of 28.70 feet;
thence South 83° 26' 38.4" East a distance of 311.18 feet to the point of curvature of a circular curve concave Northwesterly having a radius of 268.00 feet;

EXHIBIT "A"
12-40
Papago Park
Page 1 of 2 Pages

EXHIBIT "A"

thence Northeasterly, along the arc of last said curve through a central angle of $72^{\circ} 13' 56.6''$, a distance of 337.87 feet;
thence North $24^{\circ} 19' 25''$ East a distance of 519.19 feet to the point of curvature of a circular curve concave Southeasterly having a radius of 268.00 feet;

thence Northeasterly, along the arc of last said curve through a central angle of $57^{\circ} 27' 33.5''$, a distance of 268.76 feet to the point of reverse curvature of a circular curve concave Northwesterly having a radius of 267.99 feet;

thence Northeasterly, along the arc of last said curve through a central angle of $81^{\circ} 53' 06''$, a distance of 383.01 feet;

thence North $00^{\circ} 06' 02''$ West to said North line of the South half and the terminus of the centerline described herein.

97066.XHE

Prepared JK Date 3-24-97 Checked MJM

EXHIBIT "A"
12-40
Papago Park
Page 2 of 2 Pages

19970274352
OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL



The foregoing instrument is an
electronically prepared
full, true and correct copy
of the original record in this
office.

Attest: 08/04/2008 03:22:31 PM

By *Helen Purcell* Recorder

When recorded return to:
Right of Way Division
Salt River Project
P. O. Box 1980
Phoenix, Arizona 85001

DEED 109001480
EASEMENT

Overhead and Underground Power

270205

R/W # 539 AGT. WRS
COUNTY Maricopa
PARCEL # 125-1-1

CITY OF PHOENIX, a municipal corporation,

For and in consideration of the Sum of One Dollar, and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant to the SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT, a political subdivision of the State of Arizona, its successors and assigns, the right, easement and privilege of placing, erecting, constructing, repairing, replacing, maintaining and using, a line of poles with wires suspended thereon and all necessary and proper guy wires, anchors, crossarms, braces and other fixtures for use in connection therewith, and underground conduits, cables, manholes and transformer vaults over, under and across the following described property:

The South half of the Northeast quarter of Section 5, Township 1 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

The centerline of said easement more particularly described as follows: (using as a base the West line of the Northeast quarter of said Section 5 with an assumed bearing of North) Commencing at a point on the West line of the Northeast quarter of said Section 5 which is 488.77 feet North of the center of said Section 5; thence East 33 feet to the TRUE POINT OF BEGINNING of the easement herein described; thence East 61 feet.

Said easement not to exceed 2 feet in width.

For an indefinite period, subject to the following conditions:

1. In the event the right, privilege and easement granted shall be abandoned and cease to be used for a period of one year for the purpose granted, all rights shall cease and revert to the City of Phoenix, its successors or assigns.
2. Salt River Project is to install and maintain the anchor and down guy in the above described easement at its expense, and remove same at its expense upon termination or abandonment of this easement.
3. All construction work performed on the property covered by this easement must comply with all City ordinances, rules and regulations pertaining thereto.

together with the right of ingress and egress to permit the economical operation and maintenance of said transmission line and together with the right to permit other utility companies to use the right of way jointly with the Grantee for their utility 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 transmission line. 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 grantor, their heirs, or assigns.

IN WITNESS WHEREOF, CITY OF PHOENIX, a municipal corporation

has caused its corporate seal to be signed and its corporate seal to be affixed by the undersigned officers therein duly authorized, this APPROVED AS TO FORM 1974

JOHN B. WENTZ, City Manager

By [Signature]

Real Estate Director

ATTEST: [Signature] Secretary

STATE OF Arizona
County of Maricopa

On this the 30th day of October, 1974, before me, Rudolph Fingert the undersigned officer, personally appeared R. B. Wentz and [Signature] who acknowledged themselves to be the City Manager and Real Estate Director of the CITY OF PHOENIX and that they as such officers respectively being authorized to do so, executed the name for the purpose herein contained by signing the name of said corporation by themselves as such officers respectively.

In witness whereof I have hereunto set my hand and official seal

My Commission expires June 4, 1975

Description: Maricopa, AZ Document-Book Page [1983] 10900.1480 Page: 1 of 2
Order: D0001565 Comment:

DX1109COP1181

STATE OF ARIZONA }
County of Maricopa } ss

I hereby certify that the within
instrument was read and re-
corded in the presence of
SALT RIVER PHO. AGRI IMP. & P. DISI,
---1974-11-11

in Doc. # **10900**
Ch. # **1480-1481**
Witness my hand and official
seal the 6th day of November 1974.

Tom Freestone

County Recorder
by *LR* *11/11/74*
Deputy Recorder / 00

FILED
CITY CLERK
1974 OCT 29 PM 2:50
BY *LR*
RECORDED

148491181

ORDINANCE NO. S 12198

357306

AN ORDINANCE DEDICATING A 12-FOOT WIDE EASEMENT,
1,600 FEET IN LENGTH, FOR WATER LINE PURPOSES
EXTENDING EAST FROM 52ND STREET SOUTH OF McDOWELL
ROAD; AND DECLARING AN EMERGENCY.

ORDINANCE (CO)

WHEREAS, the City of Phoenix is the owner of certain
real property hereinafter described; and

WHEREAS, it is deemed in the best public interest to
dedicate said described real property for water line purposes;

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

SECTION 1. That the real property owned by the City
of Phoenix described in Exhibit A attached hereto and made a
part hereof by reference be, and the same is hereby, dedicated
to public use for water line purposes: A 12-foot wide ease-
ment, 1600 feet in length, for water line purposes extending east
from 52nd Street south of McDowell Road.

SECTION 2. That the City Clerk be, and is hereby,
directed to record this ordinance with the County Recorder of
Maricopa County, Arizona.

SECTION 3. 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 15
day of November, 1980.

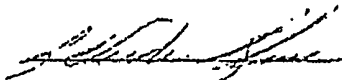
Margaret T. Hance
MAYOR

ATTEST:

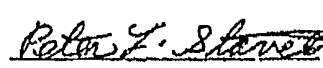
[Signature] City Clerk

OKT 14849 1182

APPROVED AS TO FORM:

 ^{ASTING}
City Attorney

REVIEWED BY:

 ^{SCOTT}
City Manager

Ref.

-2-

SKM:ha
11/14/80

ORD. NO. 3 12198

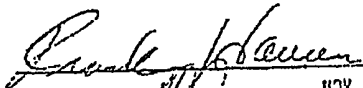
DAI 14849PG 1183

CITY OF PHOENIX
REAL ESTATE DIVISION - TITLE SECTION

LEGAL DESCRIPTION OF
WATER LINE EASEMENT
ACROSS CITY OWNED LAND
PARCEL NO. 2

The North 12 Feet of the West 1600 feet of the South
half of the Northeast quarter of Section 5, Township 1
North, Range 4 East, G&SRB&N.

Prepared November 4, 1980 in
Title Section, Real Estate Division
by FRANK HAUSEN,
Real Estate Technical Writer I


Checked W. J. Date NOV 4 1980

NOV 24 1980 -4 15

STATE OF ARIZONA }
County of Maricopa } ss

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

PHOENIX CITY OF

In Docket 14849
on Page 1181-1183

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

By Heather Li-2269
County Recorder
L. J. R. 100

200

EXHIBIT A

S 12198

Description: Maricopa, AZ Document-Book. Page [<1983] 14849.1181 Page: 3 of 3 . . .
Order: D0001565 Comment: Document-Book. Page [<1983] 14849.1181 Page: 3 of 3 . . .

List No.1.

RECEIVED
DEC 4 - 1937
STATE LAND DEPT.
OF ARIZONA

01-DEED

32964

- Patent No. 1093785

STATE SELECTION

Act of April 7, 1930 (46 Stat. 142)
as amended by the Act of July 7, 1932 (47 Stat.
646).

Phoenix Land District.

Arizona.

The United States of America.

To all to whom these presents shall come, Greeting.

WHEREAS, a Certificate of the Register of the Land Office at Phoenix, Arizona, has been deposited in the General Land Office, whereby it appears that, pursuant to the Act of Congress of April 7, 1930 (46 Stat. 142), entitled "An Act To abolish the Papago Saguaro National Monument, Arizona, to provide for the disposition of certain lands therein for park and recreational uses, and for other purposes", as amended by the Act of July 7, 1932 (47 Stat. 646), the claim of the State of Arizona, has been established and duly consummated, in conformity to law, for the Lots six, seven, ten, and eleven of Section three, the Lots one and two, the south half of the north half, and the south half of Section four, the south half of the northeast quarter and the east half of the southeast quarter of Section five, the north half of the northeast quarter, the north half of the northwest quarter of the northwest quarter, the north half of the northeast quarter of the northwest quarter, the southeast quarter of the northeast quarter of the northwest quarter, and the east half of the southeast quarter of the northwest quarter of Section nine, and the Lots one and two of Section ten in Township one north and the southeast quarter of Section thirty-three in Township two north all in Range four east of the Gila and Salt River Meridian, Arizona, containing one thousand one hundred eighty-five acres and fourteen hundredths of an acre, according to the Official Plat of the Survey of the said Land, on file in the General Land Office;

NOW KNOW YE, That there is, therefore, granted by the UNITED STATES OF AMERICA, unto the said State of Arizona, the tracts of land above described; TO HAVE AND TO HOLD the said tracts of Land, with the appurtenances thereof, unto the said State of Arizona, and to its successors forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to

and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws, and decisions of courts; and there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States. And there is also reserved to the United States under the provisions of said Act of April 7, 1930, all the oil, coal, or other mineral deposits found at any time in the lands above described, and the right to prospect for, mine, and remove the same under such rules and regulations as the Secretary of the Interior may prescribe.

This patent is issued upon the express condition, that the lands so granted shall be used only for municipal, park, recreation, or public-convenience purposes, and if the lands or any part thereof, shall be abandoned for such use, such lands, or such part, shall revert to the United States.

Certificate No. 1 of Approval of Transfer and Change of Use approved June 16, 1954, to the City of Phoenix, State of Arizona, for 624.83 acres. Authority Sec. 3 Act of June 14, 1926, as amended (45 Stat. 175; 16 U.S.C. 849).

*Robert M. Beall, Chief
Patents Section*

Supplemental Patent No. 1153369-5.802
Aug. 8, 1955

IN TESTIMONY WHEREOF, I, **Franklin D. Roosevelt,**

President of the United States of America, have caused these letters to be made Patent, and the Seal of the General Land Office to be hereunto affixed.

GIVEN under my hand, at the City of Washington, this **SEVENTEENTH**

day of **NOVEMBER** in the year of our Lord one thousand

and of the Independence of the

United States the one hundred and **SIXTY-SEVENTH**

By the President, *Franklin D. Roosevelt*

By *Charles S. Adams*, Secretary

RECORDED: Patent Number

10937785

Description: Maricopa, AZ Document-Book Page [1983] 3599.443 Page: 3 of 5

Order: D0001565 Comment:



3599-443
THE SECRETARY OF THE INTERIOR
WASHINGTON

Serial No. Phoenix 071691

Certificate No. 1

CERTIFICATE OF APPROVAL OF TRANSFER
AND CHANGE OF USE
(Act of June 14, 1926; 44 Stat. 741;
43 U.S.C. 869 et seq., as amended)

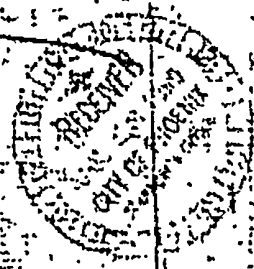
This is to certify that the authorized officer of the Bureau of Land Management, on April 28, 1959, authorized the State of Arizona to transfer the lands described below and in Patent No. 1,093,785 issued November 17, 1937, to the City of Phoenix, State of Arizona, for use as a park, recreation, public convenience purposes, including the construction of a baseball stadium. This approval is subject to the reversionary provisions of the above noted Act, terminating 25 years from April 28, 1959.

Gila and Salt River Meridian, Arizona

T. 1 N., R. 4 E.
sec. 4, lot 2, SW¹/₄, SW¹/₄, SW¹/₄, NW¹/₄
sec. 5, NW¹/₄, E¹/₂SE¹/₄
sec. 9, E¹/₂SW¹/₄, except lot 8 in the SE¹/₄SW¹/₄ and
in the E¹/₂SE¹/₄ which was included in Patent
No. 1,53,369 dated August 8, 1955, which
issued under the Act of Congress of May 13,
1955 (69 Stat. 48), NW¹/₄SW¹/₄, E¹/₂SW¹/₄
Containing 624.83 acres

June 16, 1959

[Signature]
Assistant Secretary



Serial No. Phoenix 071491

Certificate No. 4

CERTIFICATE OF APPROVAL OF TRANSFER
AND CHANGE OF USE

(Act of June 14, 1926; 44 Stat. 741;
43 U.S.C. 869 et seq., as amended)

This is to certify that the authorized officer of the Bureau of Land Management on January 1, 1960, authorized the State of Arizona, to transfer the lands described below and in Patent No. 1093785 issued November 17, 1937, to the City of Phoenix, State of Arizona, for use as a park, recreation, public convenience purposes, including the construction of a baseball stadium. This approval is subject to the reversionary provisions of the above noted Act, terminating 25 years from January 1, 1960.

Gila and Salt River Meridian, Arizona

T. 1 N., R. 4 E.

Sec. 3, Lots 6, 7, 10, and 11

Sec. 4, Lot 1, SE¹/₄, E¹/₂SE¹/₄

Sec. 9, NE¹/₄, except Lot 7 which was included in Patent No. 1151369 dated August 8, 1955, which issued under the Act of Congress of May 13, 1955 (69 Stat. 48).

Sec. 10, Lots 1 and 2

T. 2 N., R. 4 E.

Sec. 33, SE¹/₄

Containing a total of 551.51 acres

Assistant Secretary
Public Land Management



JAN 4 1960

84.544304

RUNNER PICK UP:
SALT RIVER PROJECT
Land Management Department
P. O. Box 52025
Phoenix, Arizona 85077-2025

EASEMENT FOR ANCHORS

R/W# 539 ACT. CASH
Maricopa County
Parcel # 125-124
WCAH C 88

CITY OF PHOENIX, a municipal corporation,

for and in consideration of the Sum of \$200 Dollars and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant to the SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT, a political subdivision of the State of Arizona, its successors and assigns, the right, easement and privilege of placing, erecting, constructing, repairing, replacing, maintaining and using, at the place or places hereinafter described, anchors of such material, size and/or shape as Grantee shall determine for the purpose of supporting that certain electric pole line of Grantee located upon or adjacent to said land, including the right by means of wires, or otherwise, to connect said anchors with said line for the purpose of supporting same, together with the right of ingress thereto and egress therefrom.

The South 38 feet of the East 3 feet of the West 317 feet of the Northeast quarter of Section 5, Township 1 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

For an indefinite period, subject to the following conditions:

1. In the event the right, privilege and easement granted shall be abandoned and cease to be used for a period of one year for the purpose granted, all rights shall cease and revert to the City of Phoenix, its successors or assigns.
2. Salt River Project is to install and maintain the new line at its expense, and remove same at its expense upon termination or abandonment of this easement.
3. All construction work performed on the property covered by this easement must comply with all City ordinances, rules and regulations pertaining thereto.

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.

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first hereinabove written.

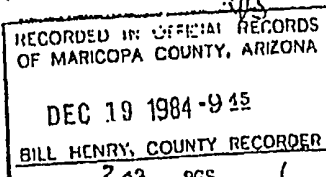
CITY OF PHOENIX, a municipal corporation

MARVIN A. ANDREWS

By 
City Clerk

Attest:


City Clerk



APPROVED: 

ACTION:

Description: Maricopa, AZ Document Year.DocID 1984.544304 Page: 1 of 1
Order: D0001565 Comment:

RETURN TO CITY OF PHOENIX
ACCOUNT #34

RECORDED IN OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA	
AUG 8 '91 4 00	
HELEN PURCELL, County Recorder	
FEE 7 ⁰⁰	PGS 3 PH
91 369233	

ORDINANCE NO. ~~820135~~

AN ORDINANCE DEDICATING A PERMANENT
WATERLINE EASEMENT OVER CITY-OWNED PROPERTY
LOCATED ON THE NORTH SIDE OF MORELAND STREET
EAST OF 52ND STREET WHICH IS NEEDED TO
SERVICE THE ARIZONA ARMY NATIONAL GUARD; AND
DECLARING AN EMERGENCY.

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

SECTION 1. That the City of Phoenix dedicate a 24' by
1600' permanent waterline easement over City-owned property
located on the north side of Moreland Street east of 52nd Street
which is needed to service the Arizona Army National Guard.
Said dedication is described in Exhibit A attached hereto and
made a part hereof by reference.

SECTION 2. That the City Clerk be, and is hereby
directed to record this ordinance with the County Recorder of
Maricopa County, Arizona.


SECTION 3. 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

91138008


91 369233

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 8 day of May, 1991.


MAYOR

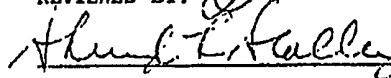
ATTEST:


City Clerk

APPROVED AS TO FORM:


ACTING
City Attorney

REVIEWED BY:


ASSISTANT
City Manager

Ref.

RECEIVED
CITY CLERK DEPT.
MAY 8 1991

SKH/bt/111601
5/8/91 #21

- 2 -

Ordinance No. 620135

LEGAL DESCRIPTION OF
PUBLIC RIGHT OF WAY
TO BE DEDICATED ACROSS CITY-OWNED LAND
52ND STREET AND MORELAND STREET
FN-35648

91 369233

PARCEL NO. 2

A permanent easement for water line purposes within that part of the Southeast quarter of the Northeast quarter of Section 5, Township 1 North, Range 4 East, GCSRDEN, lying within a strip of land 24 feet in width, lying 12 feet on each side of the line described as follows:
COMMENCING at the Southwest corner of the North half of said Northeast quarter;
thence East along the South line of said North half a distance of 1600 feet to the POINT OF BEGINNING;
thence continuing East along said South line a distance of 114.00 feet to the terminus of the line described herein.

Prepared January 2, 1991 in
Title Section,
Real Estate Division
by MARSHALL J. MALINA,
Real Estate Technical Writer I

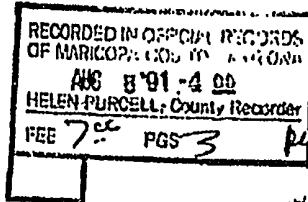
Marshall J. Malina
Checked Charles J. [Signature] 1/7/91

nhb/0102m12/32fb

EXHIBIT A

620135

RETURN TO CITY OF PHOENIX
ACCOUNT #34



ORDINANCE NO. 820341

91-369238
91 369238

AN ORDINANCE DEDICATING RIGHT OF WAY OVER
CITY-OWNED LAND LOCATED WITHIN PAPAGO PARK
APPROXIMATELY 1,350 FEET EAST OF 52ND STREET
AND ADJACENT TO THE ARIZONA ARMY NATIONAL
GUARD FOR WATERLINE PURPOSES IN CONJUNCTION
WITH CITY OF PHOENIX STREET PROJECT NO.
P-845776, IMPROVEMENT OF 52ND STREET FROM
ROOSEVELT STREET TO MCDOWELL ROAD.

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

SECTION 1. That the City of Phoenix dedicate a parcel
of land 24 feet in width by 1,233.86 feet in length located
within Papago Park approximately 1,350 foot east of 52nd Street
and adjacent to the Arizona Army National Guard for waterline
purposes in conjunction with City of Phoenix Project No.
P-845776, improvement of 52nd Street from Roosevelt Street to
McDowell Road. Said dedication is described in Exhibit A
attached hereto and made a part hereof by reference.

SECTION 2. That the City Clerk be, and is hereby
directed to record this ordinance with the County Recorder of
Maricopa County, Arizona.

91201045

91 369238

PASSED by the Council of the City of Phoenix
this 3 day of July, 1991.

[Signature]
MAYOR

ATTEST:

[Signature] ACTING
City Clerk

APPROVED AS TO FORM:

[Signature] ACTING
City Attorney

REVIEWED BY:

[Signature] ASSISTANT
City Manager

Ref.

CO. 21-2 11 9 23 01
CITY CLERK DEPT.

SKH/bt/114609
7/3/91 #195

- 2 -

Ordinance No. 20341

91 369233

LEGAL DESCRIPTION OF
WATERLINE TO BE DEDICATED
ACROSS CITY-OWNED LAND LOCATED
EAST SIDE OF 52ND STREET SOUTH OF McDOWELL ROAD
(PAPAGO PARK)

That part of the South half of the Northeast quarter of Section 5 and that part of the South half of the North half of Section 4, all in Township 1 North, Range 4 East, G&SRB&M, lying within a strip of land 24 feet in width, 12 feet on each side of the line described as follows:

COMMENCING at the North quarter corner of said Section 5;
thence South, along the mid-section line of said Section 5, a distance of 1343.27 feet to the Southwest corner of G.L.O. Lot 2 in said Section 5, said corner also being in the North line of the South half of said Northeast quarter;
thence Easterly along said North line, also being the South line of the North half of said Northeast quarter, to the East line of the West 1600 feet of said Northeast quarter and the POINT OF BEGINNING of the line herein described;
thence continue Easterly to a point that bears North 88 degrees 44 minutes 00 seconds East a distance of 1714.00 feet from said Southwest corner;
thence continue North 88 degrees 44 minutes 00 seconds East a distance of 625.09 feet;
thence North 64 degrees 41 minutes 09 seconds East a distance of 259.29 feet;
thence South 29 degrees 49 minutes 41 seconds East a distance of 349.48 feet to the terminus of the line herein described.

Prepared May 23, 1991 in
Technical Writer Section,
Real Estate Division
by Charles J. A. Jenkins III
Real Estate Technical Writer I

Charles J. A. Jenkins III

Checked *M. J. Malina* Date *5/23/91*

91011CTV.CJJ

620341

When recorded, mail to:

RETURN TO CITY OF PHOENIX
MAR 11 1994

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL

93-0004956

01/05/93 03:58

EXEMPT
HAE 12-40,41
FN 38245
LOP32

EASEMENT

Exempt under A.R.S. 42-1814 A 2

KNOW ALL MEN BY THESE PRESENTS:

That for the consideration of One (\$1.00) Dollar and other valuable consideration,
STATE OF ARIZONA, for the benefit of the National Guard of Arizona, pursuant to Chapter 107, Laws of 1930, 71st Congress,
Grantor, hereby grants to the City of Phoenix, a municipal corporation of the State of Arizona, Grantee, a permanent ~~temporary~~ easement for water line purposes in the following-described real property situated in the County of Maricopa, State of Arizona, to-wit:

FOR LEGAL DESCRIPTION SEE EXHIBIT "A" ATTACHED
HERETO AND MADE A PART HEREOF BY REFERENCE.

No structure of any kind shall be constructed or placed within this easement except water lines and appurtenances, wooden, wire or removable section type fencing and/or paving, nor shall any vegetation be planted therein except grass. The City of Phoenix shall not be required to repair or replace any obstruction, paving or vegetation that becomes damaged or must be removed during the course of required construction, reconstruction or maintenance.

TO HAVE AND TO HOLD the easement herein described for the use and benefit of the public as a right of way for water line purposes.

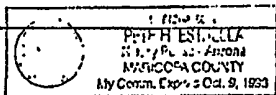
IN WITNESS WHEREOF, the STATE OF ARIZONA, for the benefit of the National Guard of Arizona, pursuant to Chapter 107, Laws of 1930, 71st Congress, has caused its corporate name to be signed and its corporate seal to be affixed by the undersigned officers thereunto duly authorized, this 18th day of DECEMBER, 1992.

STATE OF ARIZONA)
COUNTY OF MARICOPA) ss.

STATE OF ARIZONA
By: [Signature]
DONALD L. OWENS, Major General, ANG
By: The Adjutant General

On this, the 18th day of DECEMBER, 1992, before me, the undersigned officer, personally appeared DONALD L. OWENS and [Signature] who acknowledged themselves to be the MAJOR GENERAL and [Signature] and that, as such officers respectively, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation, by themselves as such officers.

My Commission Expires:



[Signature]
NOTARY PUBLIC

ESMTCORP.FRM

EXHIBIT "A"

93 004956

That part of the North half of the Northeast quarter of Section 5 and of the North half of the Northwest quarter of Section 4, all in Township 1 North, Range 4 East of the G&SRB&M, lying within a strip of land 24 feet in width, lying 12 feet on each side of the following described center line:

COMMENCING at the Southwest corner of said North half of the Northeast quarter of Section 5;

thence East along the South line of North half of the Northeast quarter a distance of 1702.00 feet to the POINT OF BEGINNING of the center line herein described;

thence continuing East along said South line a distance of 610.00 feet; thence North 64 degrees 34 minutes 49 seconds East a distance of 220.00 feet;

thence North 25 degrees 25 minutes 11 seconds West a distance of 110.00 feet;

thence South 25 degrees 25 minutes 11 seconds East a distance of 110.00 feet;

thence North 64 degrees 34 minutes 49 seconds East a distance of 371.00 feet;

thence North 5 degrees 03 minutes 04 seconds East a distance of 388.00 feet to the terminus of the center line herein described.

EXHIBIT "A"

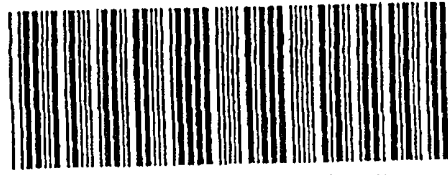
12-40

12-41

FN 38245

nbb/1018JC2/32gd Prepared HE Date 12-14-92 Checked MJM

When recorded mail to:



OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL

97-0734347 10/21/97 12:44

PLACROIX 2 OF 19

CAPTION HEADING:_____

DO NOT REMOVE

This is part of the official document.

When recorded mail to:
Salt River Project
Land Department
P. O. Box 52025
Phoenix, AZ 85072-2025



OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL

95-0501135 08/22/95 08:31

LITAN 2 OF 15

EASEMENT

Exempt under A.R.S. 42-1614 A 2
Maricopa County
Parcel #125-1-1

539
R/W #2516 AGT. PRL
Work Order #76332
City OS No. 12-40
W *pl. c E78*

KNOW ALL MEN BY THESE PRESENTS:

That the CITY OF PHOENIX, a municipal corporation of the State of Arizona, herein called GRANTOR, for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, and pursuant to Ordinance No. S-22794 of the City of Phoenix, does hereby grant and convey for an indefinite period to SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT, a political subdivision of the State of Arizona, herein called GRANTEE, an easement for underground electrical purposes in the following-described real property situated in the City of Phoenix, County of Maricopa, State of Arizona, to-wit:

FOR LEGAL DESCRIPTION SEE EXHIBIT "A" ATTACHED
HERETO AND MADE A PART HEREOF BY REFERENCE.

CAUTION: The above-described easement area contains high voltage electrical equipment. Notice is hereby given that the location of underground electrical conductors or facilities must be verified as required by Arizona Revised Statutes, Section 40-360.21, et. seq., Arizona Blue Stake Law, prior to any excavation.

It is mutually understood and agreed by and between the parties hereto that this grant of easement is bound by the following terms and conditions:

1. The Grantee and its successors shall, at all times, have the right of full and free ingress and egress to and along said easement for the purpose heretofore specified.
2. The Grantee may, at its sole expense, construct, reconstruct, replace, repair, operate and maintain equipment and all other appliances, appurtenances and fixtures for use in the transmission and distribution of electricity and for all other purposes connected therewith in, on, over and under, through and across the subject property and agrees to remove same, at its sole expense, upon termination or abandonment of this easement.
3. In the event the right, privilege and easement shall be abandoned and/or cease to be used for a period of one year for the purpose granted, all rights shall cease and revert to the Grantor, its successors or assigns.
4. The Grantee agrees that all construction work performed on the property covered by the easement must comply with all City of Phoenix Ordinances, rules and regulations pertaining thereto.
5. The Grantee agrees to restore the surface of the easement area to its original state upon completion of the initial installation and all subsequent maintenance work that may be required.

This easement is being re-recorded to correct and define the legal *description*
description, attached hereto as Exhibit "B".

DO NOT WRITE, STAMP, EMBOSS OR PLACE ANY MARKS WHATSOEVER OUTSIDE THE MARGIN LINES OF THIS INSTRUMENT OR THE
MARICOPA COUNTY RECORDER MAY NOT RECORD IT, PURSUANT TO A.R.S. 11-480. ESMT2SRP.FRM 5/95

6. This easement is granted to the Grantee and to such other utility companies which have a facility joint use agreement with the Grantee and are approved in writing by the Grantor's Real Estate Administrator.
7. The Grantee shall indemnify and save harmless the Grantor against and from all costs, expenses, liabilities, losses, damages, suits, fines, penalties, claims and demands of every kind or nature (including reasonable counsel fees and court costs) by or on behalf of any person, party, or government authority whomsoever arising out of an accident, injury, or damage, or release of hazardous or toxic substances which shall happen in, on, or about the easement and on or under the streets, sidewalks, curbs or vaults in front of or adjacent thereto, however occurring, and for any claim or liability arising out of the occupation, maintenance, alteration, repair, use or operation of the easement or of any part thereof, or in connection with any violation by the Grantee of environmental laws with respect to the easement or easement area. Provided, however, the Grantee shall not be required to indemnify Grantor, or its successors or assigns from any liability, loss, cost, damage, expense or action to the extent that such liability, loss, cost, damage, expense or action results from the negligence, fault, act or omission of Grantor, its officers, employees or representatives. This indemnity shall survive the termination of this grant of easement.
8. The Grantee agrees to contact the Parks, Recreation and Library Department of the City of Phoenix prior to the start of construction.

1995 JUL 21 AM 10:16
CITY CLERK DEPT

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

IN WITNESS WHEREOF, the Grantor has caused its name to be executed by its duly authorized representative(s), this 20th day of July, 19 95.

APPROVED AS TO FORM:

Mildred D. [Signature] WFM
ACTING City Attorney

CITY OF PHOENIX, a municipal corporation
Frank A. Fairbanks, City Manager

ATTEST:

[Signature]
DEPUTY City Clerk

[Signature]
By: John E. Burke, Real Estate Administrator

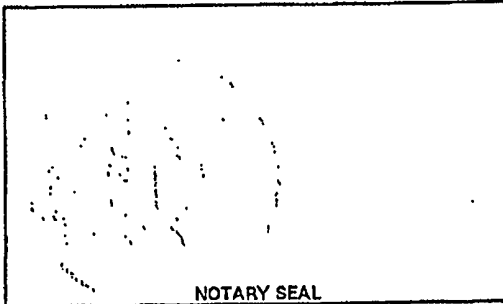
DO NOT WRITE, STAMP, EMBOSS OR PLACE ANY MARKS WHATSOEVER OUTSIDE THE MARGIN LINES OF THIS INSTRUMENT OR THE MARICOPA COUNTY RECORDER MAY NOT RECORD IT, PURSUANT TO A.R.S. 11-480.

ESMT2SRP.FRM 5/95

ACKNOWLEDGMENT

STATE OF Arizona)
COUNTY OF Maricopa) ss.

This instrument was acknowledged before me this 26th day of July, 19 95,
by John Burke, Real Estate Administrator, on behalf of the City Manager of the
City of Phoenix, a municipal corporation of the State of Arizona.



NOTARY SEAL

Julie Pearson
NOTARY PUBLIC

My Commission Expires: My Commission Expires Nov. 12, 1997

DO NOT WRITE, STAMP, EMBOSS OR PLACE ANY MARKS WHATSOEVER OUTSIDE THE MARGIN LINES OF THIS INSTRUMENT OR THE
MARICOPA COUNTY RECORDER MAY NOT RECORD IT, PURSUANT TO A.R.S. 11-480.

ESMT2SRP.FRM 5/95

EXHIBIT "A"

The South half of the Northeast quarter of Section 5, Township 1 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;
EXCEPT any portion lying within public road right of way.

PARCEL NO. 1:

Said easement being more particularly described as follows:

Beginning at the Center of said Section 5; thence North 00° 19' 00" West (assumed bearing) along the North-South midsection line thereof, a distance of 2.48 feet; thence North 89° 41' 00" East a distance of 39.0 feet to the West edge of a 4.17-foot by 6.33-foot wide equipment pad area, said area being a part of the easement herein described.

PARCEL NO. 2:

Said easement being 8.0 feet in width, 4.0 feet on each side of the following described centerline:

Commencing at the Center of said Section 5; thence North 00° 19' 00" West (assumed bearing) along the North-South midsection line thereof, a distance of 2.48 feet; thence North 89° 41' 00" East a distance of 28.50 feet; thence North 00° 19' 00" West a distance of 190.61 feet; thence North 89° 41' 00" East a distance of 11.5 feet to the TRUE POINT OF BEGINNING of the easement herein described; thence continue North 89° 41' 00" East a distance of 5.0 feet, more or less, to a point on the Westerly edge of a 3.0-foot by 5.0-foot pullbox, said pullbox being a part of this easement.

It being understood that Grantor herein conveys an easement for only that portion of the described easement which falls within the boundaries of the Grantor's property described above.

EXHIBIT "A"

EXHIBIT "B"

An easement for underground electrical purposes within that part of the South half of the Northeast quarter of Section 5, Township 1 North, Range 4 East, G&SRB&M, described as follows:

PART NO. 1:

A strip of land 8 feet wide, 4 feet on each side of the centerline described as follows:

BEGINNING at the point in the West line of said South half that bears North $00^{\circ} 19' 00''$ West (assumed) a distance of 2.48 feet from the Southwest corner thereof;

thence North $89^{\circ} 41' 00''$ East a distance of 39.0 feet to a point designated herein as Point "A" and the terminus of the centerline described herein;

TOGETHER WITH that part of said South half described as follows:

BEGINNING at said Point "A";

thence South $00^{\circ} 19' 00''$ East a distance of 2.08 feet;

thence North $89^{\circ} 41' 00''$ East a distance of 6.33 feet;

thence North $00^{\circ} 19' 00''$ West a distance of 4.17 feet;

thence South $89^{\circ} 41' 00''$ West a distance of 6.33 feet;

thence South $00^{\circ} 19' 00''$ East a distance of 2.09 feet to the POINT

OF BEGINNING;

EXCEPT that part thereof that lies within dedicated street right of way.

PART NO. 2:

A strip of land 8 feet wide, 4 feet on each side of the centerline described as follows:

COMMENCING at the point in the West line of said South half that bears North $00^{\circ} 19' 00''$ West (assumed) a distance of 2.48 feet from the Southwest corner thereof;

thence North $89^{\circ} 41' 00''$ East a distance of 28.50 feet;

thence North $00^{\circ} 19' 00''$ West a distance of 190.61 feet;

thence North $89^{\circ} 41' 00''$ East a distance of 11.5 feet to the POINT OF BEGINNING of the centerline described herein;

thence continue North $89^{\circ} 41' 00''$ East a distance of 3.95 feet to a point designated herein as Point "A" and the terminus of the centerline described herein;

TOGETHER WITH that part of said South half described as follows:

BEGINNING at said Point "A";

thence North $30^{\circ} 40' 48''$ East a distance of 3.40 feet;

thence South $59^{\circ} 19' 12''$ East a distance of 3.00 feet;

thence South $30^{\circ} 40' 48''$ West a distance of 5.00 feet;

thence North $59^{\circ} 19' 12''$ West a distance of 3.00 feet;

thence North $30^{\circ} 40' 48''$ East a distance of 1.60 feet to the POINT

OF BEGINNING;

EXCEPT that part thereof that lies within dedicated street right of way.

97243.XHE

EXHIBIT "B"

12-40

When recorded, mail to:
Salt River Project
Land Department/PAB400
P.O. Box 52025
Phoenix, AZ 85072-2025

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
20060057877 01/13/2006 09:47
ELECTRONIC RECORDING

20060098-4-1-1--
Marquardt1

POWER UNDERGROUND DISTRIBUTION EASEMENT

Exempt under A.R.S 11-1134-A2
Maricopa County
Parcel # 125-01-001A

R/W # 539 AGT. MJM
Job # KJB-01087
City QS No. Q11-40
W MJM C

KNOW ALL MEN BY THESE PRESENTS:

That the CITY OF PHOENIX, a municipal corporation of the State of Arizona, herein called GRANTOR, for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, and pursuant to Ordinance No. S-30157 and Amending Ordinance No. S-32242 of the City of Phoenix, does hereby grant and convey for an indefinite period to SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT, a political subdivision of the State of Arizona, herein called GRANTEE, an easement for electrical purposes in the following-described real property, situated in the City of Phoenix, County of Maricopa, State of Arizona, to-wit:

FOR LEGAL DESCRIPTION SEE EXHIBIT "A" ATTACHED
HERETO AND MADE A PART HEREOF BY REFERENCE.

CAUTION: The above-described easement area contains high voltage electrical equipment. Notice is hereby given that the location of underground electrical conductors or facilities must be verified as required by Arizona Revised Statutes, Section 40-360.21, et. seq., Arizona Blue Stake Law, prior to any excavation.

It is mutually understood and agreed by and between the parties hereto that this grant of easement is bound by the following terms and conditions:

1. The Grantee and its successors shall, at all times, have the right of full and free ingress and egress to and along said easement for the purpose heretofore specified.
2. Grantee may, at its sole expense, construct, reconstruct, replace, repair, operate, and maintain equipment and all other appliances, appurtenances, and fixtures for use in the transmission and distribution of electricity and for all other purposes connected therewith in, on, over, under, through, and across subject property, and agrees to remove same, at its sole expense, upon termination or abandonment of easement. "Over" herein does not include the right to install and/or construct overhead electrical transmission or distribution lines. Any changes to such use as shown on such approved plans will require the further written approval of the Grantor.
3. In the event the right, privilege and easement shall be abandoned and/or cease to be used for a period of one year for the purpose granted, all rights shall cease and revert to the Grantor, its successors or assigns.
4. The Grantee agrees that all construction work performed on the property covered by the easement must comply with all City of Phoenix Ordinances, rules and regulations pertaining thereto, to the extent applicable.
5. The Grantee agrees to restore the surface of the easement area as close as possible to its original state upon completion of the initial installation and all subsequent maintenance work that may be required.
6. The easement is granted to SRP with the understanding that the City specifically retains the right, at its sole discretion, to place in, over, under, or along the easement, or any part thereof, lines or appurtenant facilities for water, sewer, or telecommunications purposes, now and in the future.

DO NOT WRITE, STAMP, EMBOSS OR PLACE ANY MARKS WHATSOEVER OUTSIDE THE MARGIN LINES OF THIS INSTRUMENT OR THE MARICOPA COUNTY RECORDER MAY NOT RECORD IT, PURSUANT TO A.R.S. 11-480. CSMT-TO SRP-POWER DIST-OTHERS 5/05

7. This easement is granted to the Grantee and to such other utility companies which have a facility joint use agreement with the Grantee and are approved in writing by the Grantor's Deputy Finance Director.
8. The Grantee shall indemnify and save harmless, the Grantor against and from all costs, expenses, liabilities, losses, damages, suits, fines, penalties, claims and demands of every kind or nature (including reasonable counsel fees and court costs) by or on behalf of any person, party, or government authority whomsoever arising out of an accident, injury, or damage, or release of hazardous or toxic substances which shall happen in, on, or about the easement and on or under the streets, sidewalks, curbs or vaults in front of or adjacent thereto, caused by the Grantee, and for any claim or liability arising out of the occupation, maintenance, alteration, repair, use or operation of the easement or of any part thereof by Grantee, or in connection with any violation by the Grantee of environmental laws with respect to the easement or easement area. Provided, however, the Grantee shall not be required to indemnify Grantor, or its successors or assigns from any liability, loss, cost, damage, expense or action to the extent that such liability, loss, cost, damage, expense or action results from the negligence, fault, act or omission of Grantor, its officers, employees or representatives. This indemnity shall survive the termination of this grant of easement.
9. The Grantee agrees to contact the **Parks and Recreation Department** of the City of Phoenix prior to the start of construction.
10. Grantor reserves the right to use and occupy the easement area for any purpose consistent with the rights and privileges above granted, provided, however, that such use shall not unreasonably interfere with Grantee's right and ability to construct, access, maintain and use the Facilities or endanger any of the Facilities or the use thereof. Grantor shall not require any license from Grantee for such reserved right of use and occupancy.
11. Grantee shall have the right (but not the obligation) to trim, cut and clear away trees, brush or other vegetation on the Easement Parcel whenever in its judgment the same shall be necessary for the convenient and safe exercise of the rights herein granted.

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

IN WITNESS WHEREOF, the Grantor has caused its name to be executed by its duly authorized representative(s)

Dated this 16th day of December, 20 05.

APPROVED AS TO FORM:

CITY OF PHOENIX, a municipal corporation
Frank A. Fairbanks, City Manager

ATTEST:

Uario Sanjago
DEPUTY City Clerk

By: Mary Vivion-Withrow, Deputy Finance Director



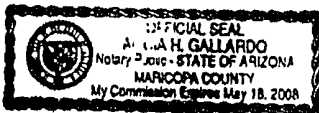
CITY CLERK DEPT.
RECEIVED
DEC 16 2005
PM 4:57

DO NOT WRITE, STAMP, EMBOSS OR PLACE ANY MARKS WHATSOEVER OUTSIDE THE MARGIN LINES OF THIS INSTRUMENT OR THE MARICOPA COUNTY RECORDER MAY NOT RECORD IT, PURSUANT TO A.R.S. 11-480. ESMT-TO SRP-POWER DIST-OTHERS 5/05

ACKNOWLEDGMENT

STATE OF Arizona)
 COUNTY OF Maricopa) ss.

This instrument was acknowledged before me this 16th day of December, 2005,
 by Mary Heum-Wilson, Deputy Finance Director, on behalf of the City Manager of the City of
 Phoenix, a municipal corporation of the State of Arizona.



NOTARY SEAL

Alicia H. Gallardo
 NOTARY PUBLIC

My Commission Expires: 5/18/08

DO NOT WRITE, STAMP, EMBOSS OR PLACE ANY MARKS WHATSOEVER OUTSIDE THE MARGIN LINES OF THIS INSTRUMENT OR
 THE MARICOPA COUNTY RECORDER MAY NOT RECORD IT, PURSUANT TO A.R.S. 11-480. ESMT-TO SRP-POWER DIST-OTHERS 5/05

EXHIBIT "A"

Grantor's Property:

The East half of the Southeast one quarter of Section 5, Township One North, Range Four East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Easement Parcel:

Said easement being 8.00 feet in width, lying 4.00 feet on each side of the following described centerline:

COMMENCING at the Southeast corner of said Section 5; thence South 89 degrees 59 minutes 39 seconds West along the South line of said Section (basis of bearings) a distance of 303.24 feet; thence departing said South line, North 00 degrees 01 minutes 43 seconds West a distance of 45.82 feet; thence North 45 degrees 06 minutes 25 seconds West a distance of 5.93 feet to the North line of Van Buren Street, being a 50 foot right-of-way as per Document No. 2003-0029267 records of Maricopa County, Arizona, and the **POINT OF BEGINNING** of the easement herein described; thence North 45 degrees 06 minutes 25 seconds West a distance of 7.98 feet and the terminus of this line.

The sidelines of said easement to terminate on the North line of said Van Buren Street.

EXHIBIT "A"
Papago Park
North of Van Buren Street and 55th Place
Page 1 of 1

200914446-11-1-1--
fraustoj

ORIGINAL

Contract No. 09LM323891
Case No. 08-032

Exempt per A.R.S. § 11-1134 A.3.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Salt River Project

QUITCLAIM DEED OF RELEASE
OF EASEMENT

In accordance with the Act of June 17, 1902 (32 Stat. 388), and all acts amendatory thereof or supplementary thereto, and pursuant to the Federal Property and Administrative Services Act of 1949, 63 Stat. 377 as amended, (40 U.S.C. §§ 471 et seq.) and the regulations promulgated thereunder at 41 C.F.R. Part 102-75, the UNITED STATES OF AMERICA, hereinafter referred to as "United States," does quitclaim unto SEMICONDUCTOR COMPONENTS INDUSTRIES LLC, a Delaware limited liability company, as to surface rights to a depth of one foot and all improvements thereon, and MOTOROLA, INC., as to subsurface rights; the STATE OF ARIZONA, through The Adjutant General, State of Arizona; and, the CITY OF PHOENIX, an Arizona municipal corporation, and any and all other owners of record of the underlying fee title, hereinafter referred to as "Grantee," it's successors and assigns forever, all of the right, title and interest, if any, of the United States in and to property

located in the North Half (N1/2) Section Five (5), Township One (1) North, Range Four (4) East, Gila and Salt River Meridian, Maricopa County, Arizona, and being more particularly described as follows:

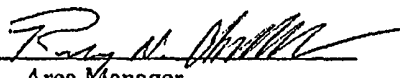
See Attached Exhibits "A-1," "A-2," "A-3" and "A-4"

Excepting and reserving to the United States a right-of-way for ditches or canals constructed or to be constructed by the authority of the United States, this reservation being of the same character and scope as that created with respect to certain public lands by the Act of August 30, 1890 (26 Stat. 371, 391), as it has been or may hereafter be amended.

TO HAVE AND TO HOLD, all and singular said premises, together with the appurtenances, unto said Grantee, its successors, and assigns forever.

IN WITNESS WHEREOF, the United States has caused this Quitclaim Deed of Release of Easement to be executed this 12th day of March, 2009.

UNITED STATES OF AMERICA

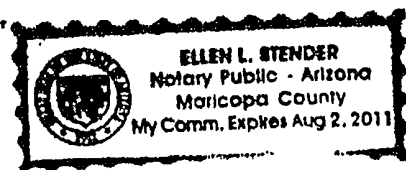
By 
Area Manager
Acting For Phoenix Area Office
Bureau of Reclamation

Contract No. 09LM323891
Case No. 08-032

ACKNOWLEDGMENT

State of Arizona)
) ss.
County of Maricopa)

On this 12TH day of March, 2009, before me,
Ellen L. Stender, a Notary Public in and for said County and
State personally appeared Randy N. Chandler Acting Area Manager,
Phoenix Area Office, Bureau of Reclamation, Department of the Interior, UNITED
STATES of AMERICA, known to me to be the person described in the foregoing
instrument, and acknowledged to me that ~~he~~ she executed the same on behalf of the
United States in the capacity therein stated and for the purpose therein contained.



Ellen L. Stender
Notary Public in and for said
County and State

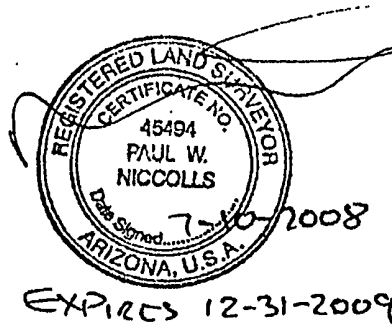
EXHIBIT "A-1"

CONTRACT NO. 09LM323891
CASE NO. 08-032

USA EASEMENT ABANDONMENT

All that certain right of way easement to the United States of America, recorded in Book 166 of Deeds, pages 322 to 323, records of Maricopa County, Arizona. Within the north half of Section 5, Township 1 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Containing 64,912 square feet of 1.4902 acres, more or less, based on a width of 20.00 feet as determined by Salt River Project.



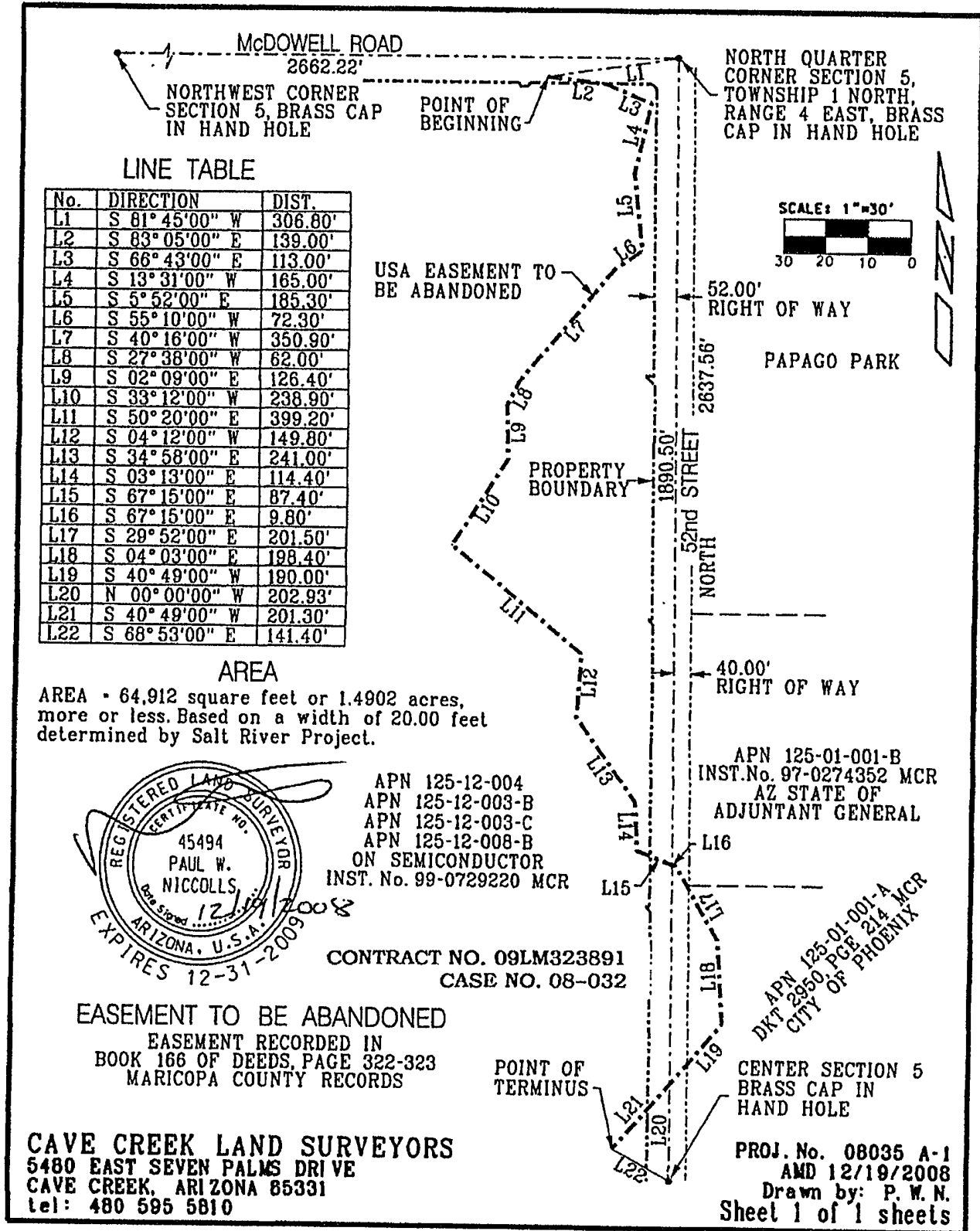


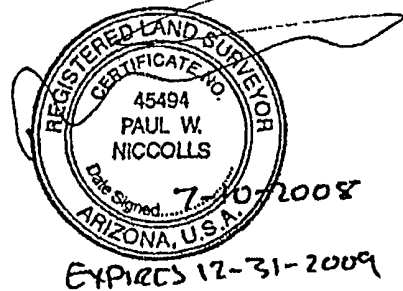
EXHIBIT "A-2"

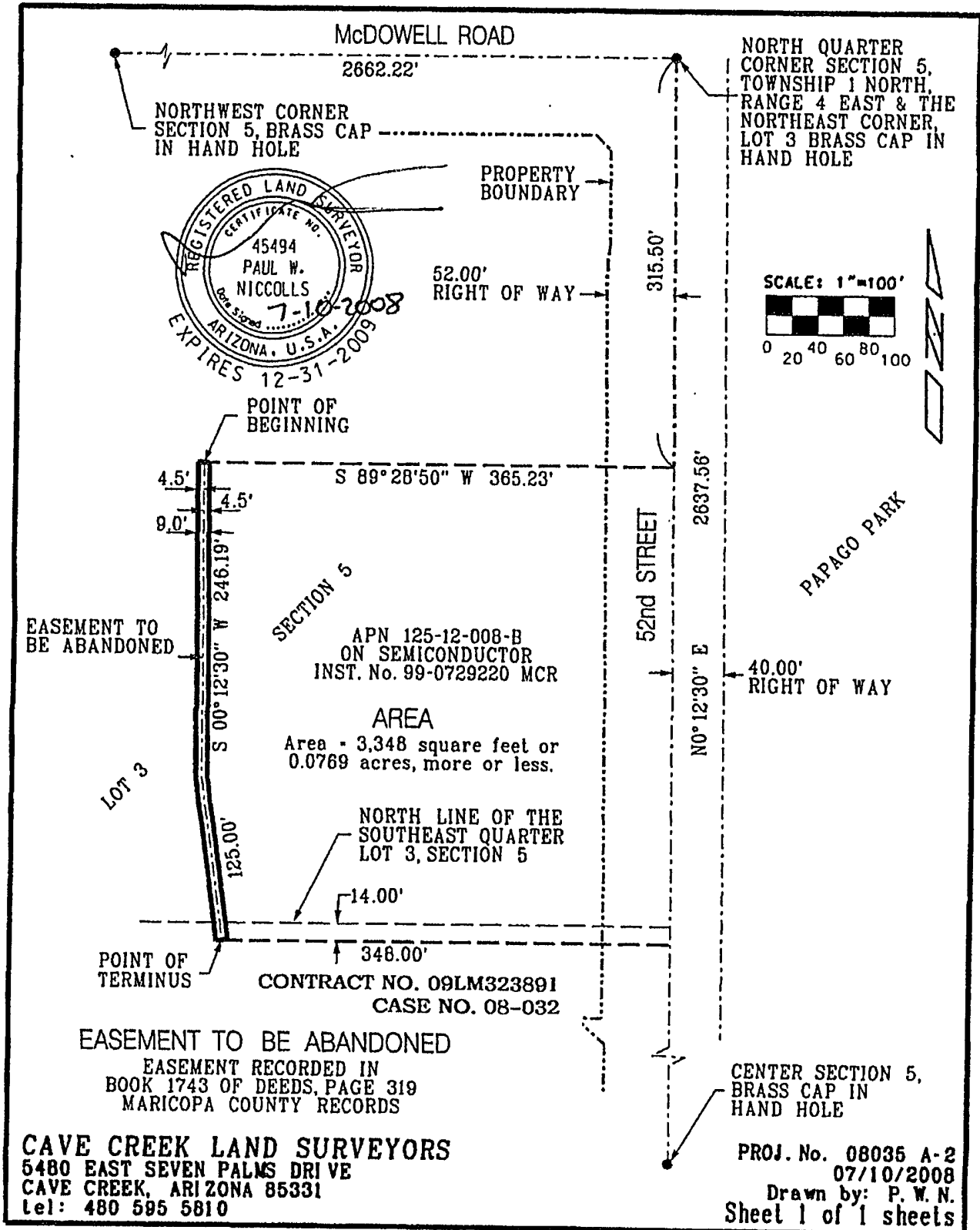
CONTRACT NO. 09LM323891
CASE NO. 08-032

USA EASEMENT ABANDONMENT

All that certain right of way easement to the United States of America, recorded in Docket 1743, Page 319, records of Maricopa County, Arizona. Within Lot 3, Section 5, Township 1 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Containing 3,348 square feet or 0.0769 acres, more or less.



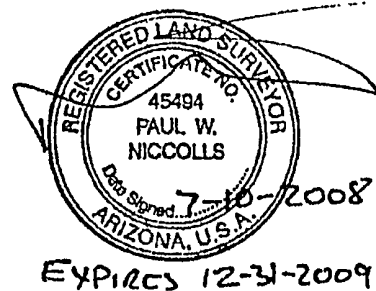


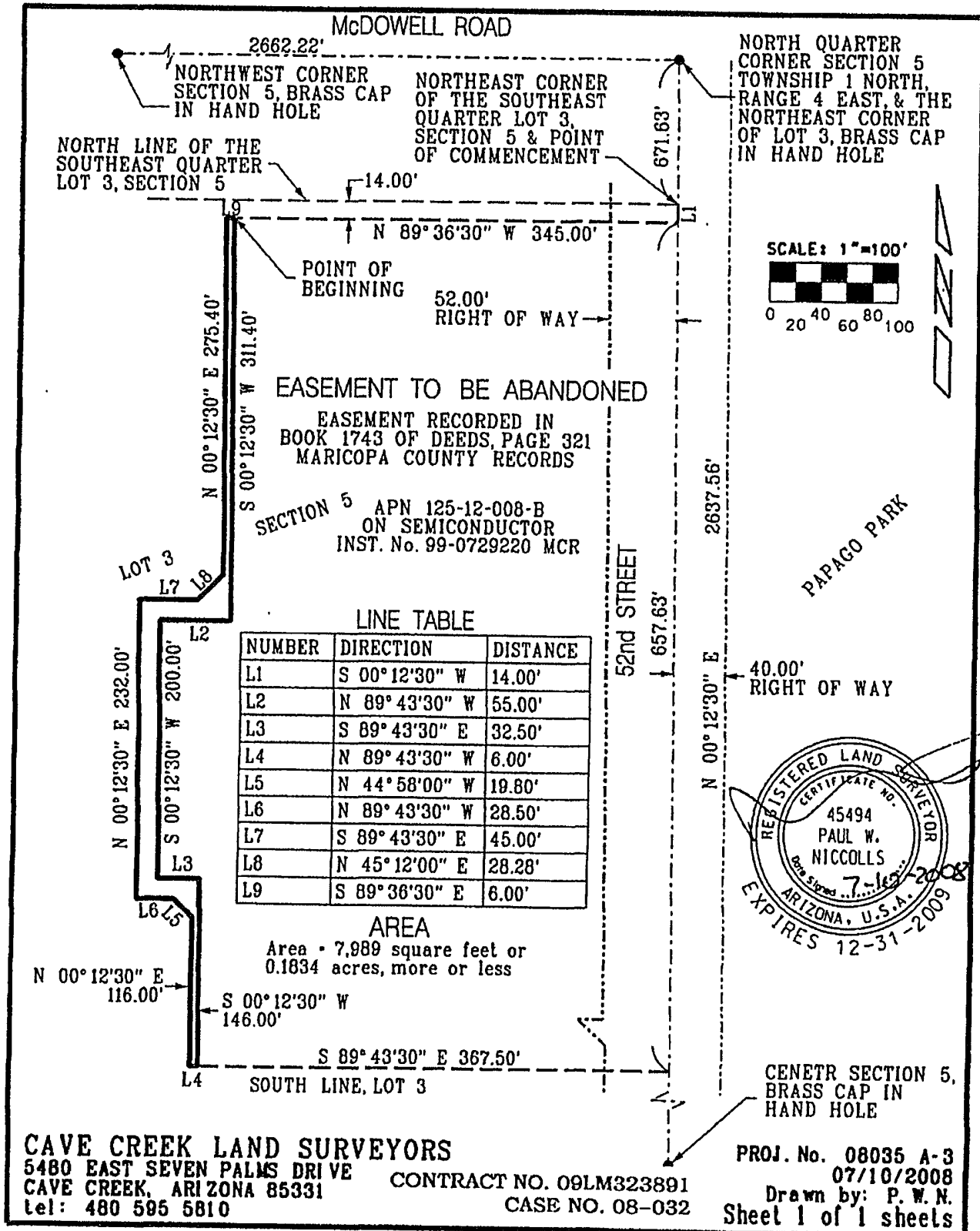
CONTRACT NO. 09LM323891
CASE NO. 08-032

EXHIBIT "A-3"
USA EASEMENT ABANDONMENT

All that certain right of way easement to the United States of America, recorded in Docket 1743, Page 321, records of Maricopa County, Arizona. Within the southeast quarter of Lot 3, Section 5, Township 1 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Containing 7,989 square feet or 0.1834 acres, more or less.



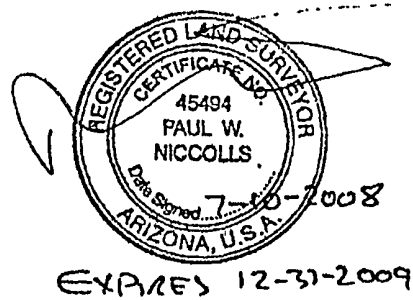


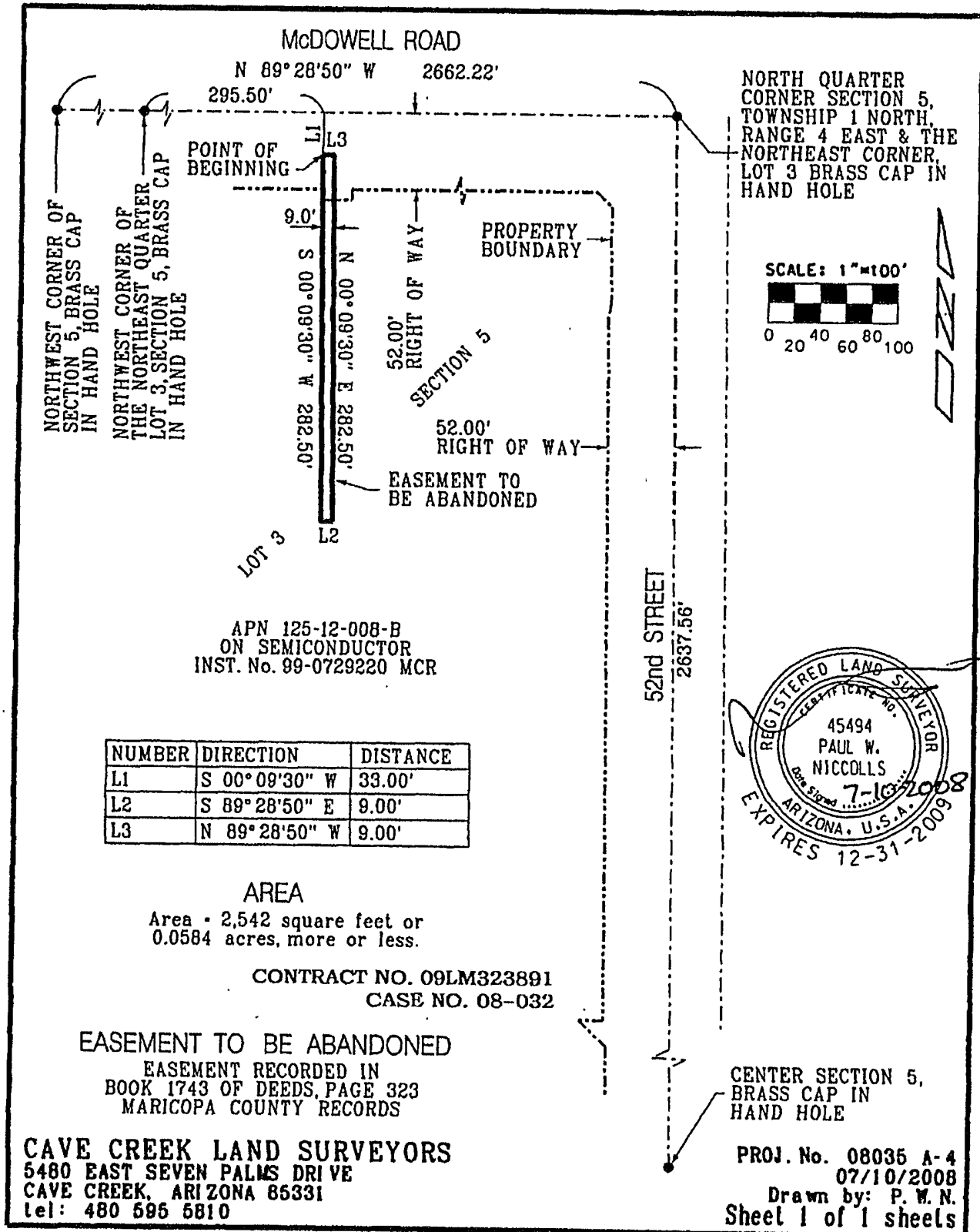
CONTRACT NO. 09LM323891
CASE NO. 08-032

EXHIBIT "A-4"
USA EASEMENT ABANDONMENT

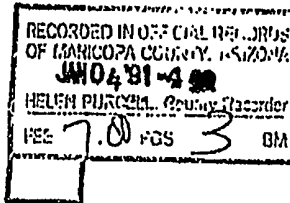
All that certain right of way easement to the United States of America, recorded in Docket 1743, Page 323, records of Maricopa County, Arizona. Within the northeast quarter of Lot 3, Section 5, Township 1 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Containing 2,542 square feet or 0.0584 acres, more or less.





RETURN TO CITY OF PHOENIX
ACCOUNT #34



ORDINANCE (OR)

ORDINANCE NO. 819841

91 004641

AN ORDINANCE DEDICATING A PARCEL OF LAND FOR PUBLIC STREET PURPOSES LOCATED ON THE EAST SIDE OF 52ND STREET NORTH FROM ROOSEVELT STREET ALIGNMENT, AND TWO PERMANENT DRAINAGE EASEMENTS LOCATED NORTHERLY OF ROOSEVELT STREET ALIGNMENT OVER A PORTION OF CITY-OWNED LAND; AND DECLARING AN EMERGENCY.

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

SECTION 1. That the City of Phoenix dedicates a parcel of land 40 feet in width by 1,294.70 feet in length for public street purposes on the east side of 52nd Street north from Roosevelt Street alignment, and two permanent drainage easements, one 26 feet in width and 50 feet in length and one 30 feet in width and 50 feet in length adjoining the street dedication lying (respectively) 331.90 feet and 929.90 feet northerly of the Roosevelt Street alignment, as more particularly described in Exhibit "A" attached hereto.

SECTION 2. That the City Clerk be, and is hereby directed to record this ordinance with the County Recorder of Maricopa County, Arizona.

SECTION 3. 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

91 004641

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 19 day of December, 1990.

[Signature]
MAYOR

ATTEST:

[Signature]
City Clerk

APPROVED AS TO FORM:

[Signature]
ACTING
City Attorney

REVIEWED BY:

[Signature]
ASSISTANT
City Manager

Refs.

REC'D DEC 17 11:58
CITY CLERK DEPT.

KTR/bt/0995011
12/19/90

- 2 -

Ordinance No. 819841

91 004641

LEGAL DESCRIPTION OF
PUBLIC RIGHT OF WAY TO BE DEDICATED
ACROSS CITY-OWNED LAND
CITY OF PHOENIX PROJECT NO. P-845776
32ND STREET - ROOSEVELT STREET TO McDOWELL ROAD

PARCEL NO. 5:

PART NO. 1:

The West 40 feet of the South half of the Northeast quarter of Section 5, Township 1 North, Range 4 East, G&SRB&M.

PART NO. 2:

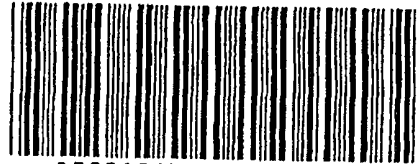
A permanent easement for drainage purposes within the East 30 feet of the West 70 feet of the North 50 feet of the South 1029.9 feet of the Northeast quarter of Section 5, Township 1 North, Range 4 East, G&SRB&M;
TOGETHER WITH the East 26 feet of the West 66 feet of the North 50 feet of the South 381.9 feet of said Northeast quarter.

This easement is for the purpose of allowing storm, flood and other waters to pass over, under, or through the land set aside for the easement, and nothing shall be constructed, planted or allowed to grow within this easement which would impede the flow of such waters, and the City of Phoenix may construct and/or maintain drainage facilities on or under the land described in this easement.

nbb/1206CB1/32fa

EXHIBIT A

* B19841



OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
2003-0066356 01/21/03 10:28
17 OF 36
HABEL

RECORDED AT REQUEST OF,
AND WHEN RECORDED RETURN TO:
Nextel West Corp.
4643 S. Ulster Street, Suite 500
Denver, CO 80237
Attn: Property Manager

MEMORANDUM OF AGREEMENT
AZ-0338B/ Descartes- National Guard
APN#: 125-01-001B

This Memorandum of Agreement is entered into on this 18th day of December 200 2, by and between Nextel West Corp., a Delaware corporation, d/b/a Nextel Communications, with an office at 4643 South Ulster Street, Suite 500, Denver, CO 80237 (hereinafter referred to as "Nextel") and the State of Arizona, by and through the Adjutant General of Arizona, with an office at 5636 E. McDowell Road, Bldg. #M5101, Phoenix, AZ 85008-3495 (hereinafter referred to as "State").

1. State and Nextel entered into a Site License Agreement ("SLA") on the 18th December day of 200 2, for the purpose of installing, operation and maintaining a communications facility and other improvements. All of the foregoing are set forth in the SLA. *the earlier of the issuance of all permits or*
2. The term of the SLA is for five (5) years commencing on June 18, 2004 and ending on the fifth anniversary of the Commencement Date, with three (3) successive five (5) year options to renew. If all options to renew are exercised, the term of this Agreement will expire twenty (20) years after the Commencement Date (as defined in the Agreement).
3. The Facility which is the subject of the Agreement is described in Exhibit 1 annexed hereto. That portion of the Facility being leased to Licensee ("Nextel Equipment") is described in Exhibit 2 annexed hereto.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement as of the day and year first above written.

NEXTEL

Nextel West Corp., a Delaware corporation,
d/b/a Nextel Communications

By: [Signature]
Joseph W. Kirsten

Title: Senior Director of Engineering

Date: 12-18-02

STATE

State of Arizona, by and through the
Adjutant General of Arizona

By: [Signature]
Michael E. Virgin

Title: Director of Joint Programs

Date: 12/06/02

6
11
ORIGINAL

STATE OF ARIZONA

COUNTY OF MARICOPA

On 16 December 2002, before me, Heather Ann Larsen, Notary Public, personally appeared Michael Virgin, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Heather Ann Larsen (SEAL)
Notary Public

My commission expires: July 24, 2004

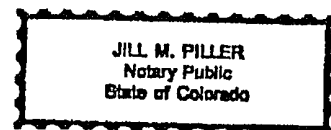
STATE OF COLORADO

CITY AND COUNTY OF DENVER

On December 18, 2002, before me Jill M. Piller, Notary Public, personally appeared Joseph W. Kirsten, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Jill M. Piller (SEAL)
Notary Public

My commission expires: 4/11/05

ORIGINAL

20030066356

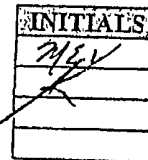
AZ-0338B
Descartes

EXHIBIT 1

Site Description

To the SLA dated December 18, 2002, by and between Nextel West Corp., a Delaware corporation, d/b/a Nextel Communications ("Nextel"), and the State of Arizona, by and through the Adjutant General of Arizona ("State").

The Facility is described as follows: SEE ATTACHED



Commonly know as: 1301 North 52nd Street, Phoenix, AZ 85008
Apn#: 125-01-001B

ORIGINAL

EXHIBIT "A"

That part of the South half of the Northeast quarter of Section 5, Township 1 North, Range 4 East, G&SRB&M, described as follows:
 BEGINNING at the Northwest corner of said South half;
 thence North 89° 53' 58" East, along the North line of said South half, a distance of 2234.00 feet;
 thence South 00° 06' 02" East a distance of 183.71 feet;
 thence South 61° 30' 37" West a distance of 344.04 feet;
 thence South 45° 56' 24" West a distance of 468.18 feet;
 thence South 15° 52' 42" West a distance of 648.48 feet to the South line of said South half;
 thence North 89° 34' 45" West, along said South line, a distance of 751.92 feet;
 thence North 00° 00' 13" West a distance of 301.93 feet;
 thence North 89° 35' 19" West a distance of 125.09 feet;
 thence North 00° 00' 13" West a distance of 370.03 feet;
 thence South 89° 53' 58" West a distance of 552.57 feet to the West line of said South half;
 thence North 00° 00' 24" West, along said West line, a distance of 627.48 feet to the POINT OF BEGINNING;
 EXCEPT that part thereof that lies within the West 40 feet of said South half; and
 EXCEPT that part thereof that lies Southerly and/or Easterly of the line that is 18 feet Northerly and/or Westerly, as measured at right angles and/or radially, of the centerline described as follows:
 COMMENCING at the Southwest corner of said South half;
 thence North, along the West line of said South half, a distance of 86.13 feet;
 thence East a distance of 29.06 feet to the POINT OF BEGINNING of the centerline described herein;
 thence North 89° 59' 36" East a distance of 186.85 feet to the point of curvature of a circular curve concave Northwesterly having a radius of 268.00 feet;
 thence Northeasterly, along the arc of said curve through a central angle of 24° 34' 09.5", a distance of 114.92 feet;
 thence North 65° 25' 26.4" East a distance of 230.07 feet to the point of curvature of a circular curve concave Southeasterly having a radius of 268.00 feet;
 thence Northeasterly, along the arc of last said curve through a central angle of 24° 59' 48.6", a distance of 116.92 feet;
 thence South 89° 34' 45" East a distance of 160.00 feet to the point of curvature of a circular curve concave Southerly having a radius of 267.99 feet;
 thence Easterly, along the arc of last said curve through a central angle of 06° 08' 06.7", a distance of 28.70 feet;
 thence South 83° 26' 38.4" East a distance of 311.18 feet to the point of curvature of a circular curve concave Northwesterly having a radius of 268.00 feet;

ORIGINAL

EXHIBIT "A"

thence Northeasterly, along the arc of last said curve through a central angle of $72^{\circ} 13' 56.6''$, a distance of 337.87 feet;
thence North $24^{\circ} 19' 25''$ East a distance of 519.19 feet to the point of curvature of a circular curve concave Southeasterly having a radius of 268.00 feet;

thence Northeasterly, along the arc of last said curve through a central angle of $57^{\circ} 27' 33.5''$, a distance of 268.76 feet to the point of reverse curvature of a circular curve concave Northwesterly having a radius of 267.99 feet;

thence Northeasterly, along the arc of last said curve through a central angle of $81^{\circ} 53' 06''$, a distance of 383.01 feet;

thence North $00^{\circ} 06' 02''$ West to said North line of the South half and the terminus of the centerline described herein.

97066.XHE

Prepared HE Date 3-24-97 Checked hjm

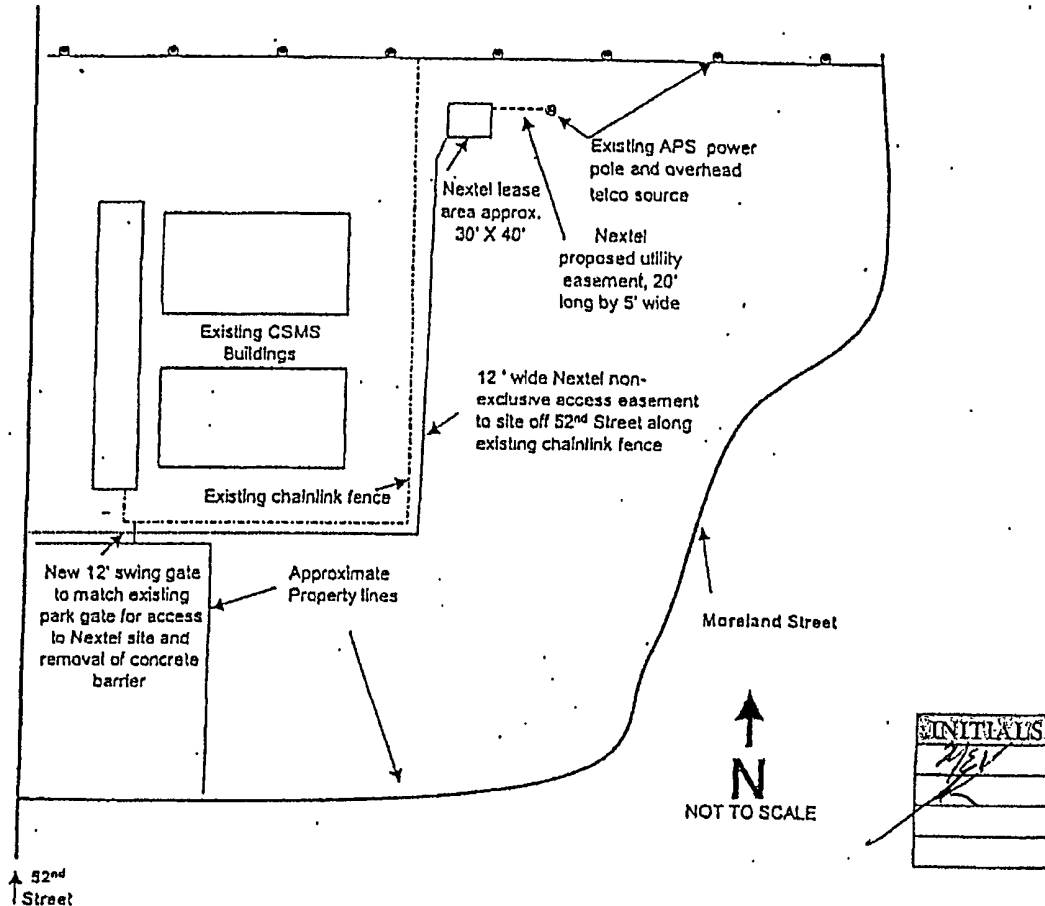
ORIGINAL

EXHIBIT 2

Equipment Location Within the Facility

To the SLA dated December 18, 2002, by and between Nextel West Corp., a Delaware corporation, d/b/a Nextel Communications ("Nextel"), and the State of Arizona, by and through the Adjutant General of Arizona ("State").

The location of the Nextel Equipment (including easements) within the Facility is more particularly described and depicted as follows:

Notes:

1. This Exhibit may be replaced by a land survey of the Site once it is received by Nextel.
2. Setback of the Site from the Facility's boundaries shall be the distance required by the applicable governmental authorities.
3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.
4. The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers, and mounting positions may vary from what is shown above.

ORIGINAL

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER

HELEN PURCELL

20061529523 11/21/2006 03:12
ELECTRONIC RECORDING

When Recorded Mail To:

Marilyn Thomas
Central Arizona Project
Lands Administration
P. O. Box 43020
Phoenix, Arizona 85080-3020

01039COX-10-1-1--
Jamesc

LAND USE LICENSE FOR AN OVERHEAD FIBER OPTIC CABLE AT MCDOWELL
ROAD, SALT GILA REACH 1A, MESA, ARIZONA, CENTRAL ARIZONA WATER
CONSERVATION DISTRICT, CASE NO. 01-039, GRANTED TO COX
COMMUNICATIONS, INC., A DELAWARE CORPORATION

DO NOT REMOVE

This is a part of the official document.

When Recorded Return to:

Marilyn Pomper
Central Arizona Project
Lands Administration
P. O. Box 43020
Phoenix, Arizona 85080-3020

CAWCD # 01-039

CENTRAL ARIZONA WATER CONSERVATION DISTRICT

CENTRAL ARIZONA PROJECT

**LAND USE LICENSE FOR
OVERHEAD FIBER OPTIC CABLE AT MCDOWELL ROAD, SALT GILA REACH 1A**

The CENTRAL ARIZONA WATER CONSERVATION DISTRICT, a multi-county water conservation district, created, organized, and existing under and by virtue of the laws of the State of Arizona, "District," who has assumed the responsibility for the care, operation, maintenance, and management of certain transferred works of the Central Arizona Project from the United States of America, who holds title to such works, and under the terms and conditions of those certain agreements between the United States and the District for the care, operation, maintenance and management of the transferred works, hereby grants to COX COMMUNICATIONS, INC., a Delaware corporation, its agents, contractors, successors and assigns, "Grantee," the right of use for an overhead fiber optic cable on property acquired for the Central Arizona Project, as described in Article 1, and subject to the terms and conditions as set forth below:

1. The term of this License shall be for a period of twenty-four (24) years, from March 16, 2003 to March 16, 2027. This License has been approved for an area of approximately 0.12 acres. The License Area is shown in Exhibit B, attached and made a part of this License.

2. a. The Grantee agrees to pay all administrative costs (including overhead and costs of federal appraisals or federally-contracted appraisals) associated with this project which are incurred by the District, its agents, contractors, successors and assigns. Payment is due within thirty (30) days of the date of invoice.

b. The Grantee shall pay to the District a land use fee based on the appraised fair market value of this land use. The first five-year period land use fee is \$10,000. The annual license fee is subject to late payment charges as described in Article 2. c. The value of the land use will be reviewed every five (5) years unless market conditions indicate that a reappraisal should be done at shorter intervals. If a reappraisal is indicated before the end of the five year period, the Grantee will be notified in writing, not less than sixty (60) days prior to the end of the next annual use period.

c. The Grantee shall pay a late payment charge on charges that are received after the due date. The late payment charge percentage rate calculated by the United States Department of the Treasury and published quarterly in the Federal Register shall be used; provided, that the late payment charge percentage rate shall not be less than 0.5 percent per month. The late payment charge percentage rate applied on an overdue payment shall remain in effect until payment is received. The late payment rate for a 30-day period shall be determined on the day immediately following the due date and shall be applied to the overdue payment for any portion of the 30-day period of delinquency. In the case of partial late payments, the amount received shall first be applied to the late charge on the overdue payment and then to the overdue payment.

3. There is reserved to the United States and the District, their successors and assigns, the prior right to use any of the property herein described to construct, operate, and maintain all structures and facilities, including but not limited to, canals, waste ways, laterals, ditches, roadways, electrical transmission lines, communication structures, substations, switch yards, power plants, and any other facilities without any payment made by the United States or the District or their successors for such rights.

4. There is also reserved to the United States and the District the right of their 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.

5. The United States and the District reserve the right to inspect all operations of the Grantee or its assigns under the terms of this License.

6. The Grantee shall indemnify and hold harmless the United States, the District, and their officers, directors, employees, agents and assigns from any loss or damage and from any liability on account of personal injury, property damage, or claims for personal injury or death arising out of the Grantee's activities under this License, including liability arising under Article 14e. Grantee shall procure and maintain during the term of this License and any extensions thereof, work insurance purchased from an "A" rated or better insurer with the following specified limits:

a. Workers Compensation as required by law and Workers Compensation Employers Liability insurance with a limit of One Million Dollars (\$1,000,000).

b. Commercial General Liability Insurance including contractual liability with the following limit: Bodily Injury and Property Damage Liability Insurance with limits of One Million Dollars (\$1,000,000) per occurrence.

c. Business Automobile Liability Insurance with a limit of One Million Dollars (\$1,000,000) per occurrence.

d. Umbrella Excess Liability Insurance with a limit of One Million Dollars (\$1,000,000).

Grantee shall name the United States and the District as additional insureds on the specified insurance and provide the District with a valid Certificate of Insurance or equivalent proof of self insurance prior to execution of this License.

7. The Grantee shall assume responsibility and/or liability for any and all damages to the Central Arizona Project structures and facilities and to any other property of the United States or the District, or any property under the control or custody of the United States or the District, their agents and assigns, that may be caused by the operation and maintenance of the Grantee's facilities or the Grantee's uses under this License.

8. The Grantee shall review and comply with the safety regulations of the United States Bureau of Reclamation's 1993 publication, "Reclamation Safety and Health Standards," while working within the License Area. Contact the District, Renee Fugiel at (623) 869-2430 for a copy of this publication. The Grantee shall also follow District safety programs when requested to do so.

9. The Grantee shall appoint a Safety Representative for any work performed pursuant to this License. This Safety Representative shall be competent, experienced, and knowledgeable in supervision of the safety aspects for any work performed pursuant to this License. Terry Hynes, 17602 N. Black Canyon Hwy, Phoenix, Arizona, 85053, phone: (602) 866-0072 x 354 is Grantee's appointed Safety Representative pursuant to this Article. Grantee shall subsequently notify the District in writing if a different Safety Representative is appointed or if there are changes in the address or phone number of the Safety Representative.

10. The Grantee shall make arrangements for appropriate access to the licensed area and maintain a "Hold Harmless" agreement with the District's security department.

11. The Grantee at its expense shall be solely responsible to resolve any issues or disputes with interested persons, including neighborhood associations, concerning location, zoning, compatibility with existing or planned uses of adjoining lands, aesthetics or any other issues or disputes relating to Grantee's use of the License Area.

12. The Grantee shall use said premises for the purposes stated herein and Grantee agrees that in the use of said premises it shall maintain its facilities in a good and worker like manner, and shall insure compliance with all laws, regulations, and orders of the United States affecting such operations, and with the laws of the State of Arizona, and with the laws and regulations of any other applicable governmental body along with directives of the District affecting such operations.

13. Upon termination of this License, the Grantee shall, at its sole expense, remove structures and equipment and restore the site to the satisfaction of the District.

14. The Grantee shall comply with all applicable Federal, State, and local laws and regulations, and United States Bureau of Reclamation's policies and instructions, existing or hereafter enacted or promulgated, concerning any hazardous material that will be used, produced, transported, stored or disposed of on or in lands, waters or facilities owned by the United States or managed by the District.

a. "Hazardous material" means any substance, pollutant or contaminant listed as hazardous under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. §§ 9601, et seq., and the regulations promulgated pursuant to that Act.

b. The Grantee shall not allow contamination of lands, waters or facilities owned by the United States or administered and managed by the District by hazardous materials, thermal pollution, solid waste, refuse, garbage, sewage effluent, industrial waste (including, but not limited to product containers, surface preparation abrasives and residues, and coatings, paints and primers), petroleum products, mine tailings, mineral salts, pesticides (including, but not limited to, the misuse of pesticides), pesticide containers or any other pollutants.

c. The Grantee shall report to the District immediately any event which may or does result in pollution or contamination adversely affecting lands, water or facilities owned by the United States or managed by the District. If the occurrence involves water pollution or contamination, the District's Water Control Center must be contacted immediately at (623) 869-2530; If the occurrence involves land pollution or contamination, the District's Environmental Compliance Program Administrator, Mr. Tom Curry, must be contacted immediately at (623) 869-2353.

d. The Grantee shall appoint an Environmental Representative for any work performed or land uses pursuant to this License. This Environmental Representative shall be competent, experienced, and knowledgeable in supervision of the environmental aspects, including environmental hazard aspects, for any work performed or land uses pursuant to this License. Terry Hynes, 17602 N. Black Canyon Hwy, Phoenix, Arizona, 85053, phone: (602) 866-0072 x 354 is Grantee's appointed Environmental Representative

pursuant to this Article. Grantee shall subsequently notify the District in writing if a different Environmental Representative is appointed or if there are changes in the address or phone number of the Environmental Representative.

e. Violation of any of the provisions of Article 14 shall constitute grounds for immediate termination of this License and shall make the Grantee liable for the cost of full and complete remediation and/or restoration of any Federal resources or facilities that are adversely affected lands, water or facilities owned by the United States or managed by the District.

15. The Grantee agrees to include the provisions contained in Article 14 of this License in any subcontract or third-party contract it may enter into pursuant to this License. The District agrees to provide information necessary for the Grantee, using reasonable diligence, to comply with the provisions of Article 14.

16. The provisions of this License shall apply to and bind the successors and assigns of the Parties hereto, but no assignment shall be valid until approved by the District.

17. This License is subject to the provisions of Executive Order No. 11246 of September 24, 1965, as amended, which sets forth the Equal Opportunity and Affirmative Action clauses. A copy of this order may be obtained from the United States Bureau of Reclamation, Lower Colorado Region, Regional Director, P.O. Box 61470, Boulder City, Nevada 89006-1470.

18. This License shall terminate at or upon:

- a. The discretion of the United States or the District.
- b. Expiration of the term as provided in Article 1.
- c. Violation of the covenants set out herein.
- d. Official abandonment of the licensed area by the Grantee or its successors or assigns.
- e. Failure of the Grantee to use this License for the purpose granted herein, or for nonuse of this License for any continuous two (2) year period.

19. In the event Grantee holds over any lands, tenements or other real property after termination of the time for which such lands, tenements or other real property were licensed to Grantee, and after demand in writing for the possession thereof by the District, Grantee shall be deemed to be guilty of forcible detainer as defined in A.R.S. Section 12-1171 et seq. In addition to such other remedies as the District may have under law or this License, the District may bring an action for possession of the licensed property under

A.R.S. Section 12-1171 et seq. Solely for the purpose of any such action by the District, the Grantee shall be considered a tenant as that term is used in A.R.S. Section 12-1171 et seq. The Grantee hereby accepts jurisdiction of the court acting under A.R.S. Section 12-1171 et seq. for purposes of determining possession of the property.

20. All notices required or permitted to be given hereunder shall be in writing and may be given in person, by facsimile transmission, or by United States mail postage prepaid, and shall become effective at the earliest of actual receipt by the Party to whom notice is given, delivered to the designated address of the Party, or if mailed, forty-eight (48) hours after deposit in the United States mail addressed as shown below or to such other address as such Party may from time to time designate in writing.

If to the District: Central Arizona Water Conservation District
PO Box 43020
Phoenix, Arizona 85080-3020
Attention: Sharon Hood, Land Administrator

If to the Grantee: Cox Communications, Inc.
17602 N. Black Canyon Hwy
Phoenix, Arizona 85053
Attention: Mark Wharton

21. Any claim, controversy or dispute arising out of this License shall be settled by arbitration in accordance with the applicable rules of the American Arbitration Association, and judgement upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitration shall be conducted in Maricopa County. There shall be no discovery other than the exchange of information which is provided to the arbitrator by the parties. The arbitrator shall have the authority only to award compensatory damages; the parties hereby waive all rights to and claims for monetary awards other than compensatory damages.

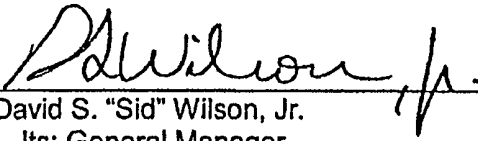
22. Notwithstanding Article 21, should any litigation, including any forcible detainer action brought under Article 19, be commenced between the parties concerning any provisions contained in this License, or rights and duties of any person in relation thereto, the prevailing party in any such court or proceedings shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for its attorneys' fees in such litigation as determined by the court.

23. If any term of this License is found to be void or invalid, such invalidity shall not affect the remaining terms of this License, which shall continue in full force and effect.

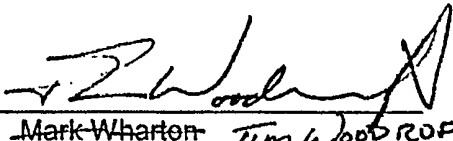
24. This License shall be interpreted, construed and governed by the laws of the State of Arizona.

IN WITNESS WHEREOF, the District has caused this License to be executed this
9th day of July, 2004.

Central Arizona Water Conservation District, "District"

By: 
David S. "Sid" Wilson, Jr.
Its: General Manager

Cox Communications, Inc.,
A Delaware corporation, "Grantee"

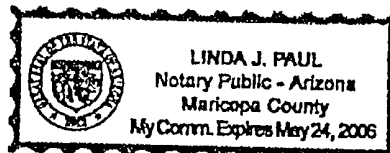
By: 
~~Mark Wharton~~ Tim Woodroff
Its: Manager - ENG.

State of Arizona)
) ss.
 County of Maricopa)

On this 19th day of MARCH, 2004, before me appeared
SIM WOODRUFF, MANAGER - ENG. to me known to be the person described
 in and who executed the foregoing instrument and acknowledged to me that he
 executed the same as his free act and deed.

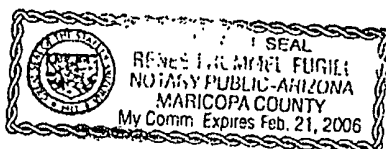
Linda J. Paul
 Notary Public in and for the County of
Maricopa, State of Arizona

May 24 2006
 My Commission Expires



State of Arizona)
) ss.
 County of Maricopa)

On this 9th day of JULY, 2004, before me appeared David S.
 "Sid" Wilson, Jr., General Manager, Central Arizona Water Conservation District, to me
 known to be the person described in and who executed the foregoing instrument and
 acknowledged to me that he executed the same as his free act and deed.



Renee L. Fugiel
 Notary Public in and for the County of
 Maricopa, State of Arizona

2/21/2006
 My Commission Expires

Exhibit B
CAWCD #01-039
Pages 1 of 1

Exhibit B, Pages 1 of 1 of CAWCD #01-039 (Cox Communications, Inc.), Maps of License Area) were not reproducible, therefore, are not included in the recording of this document.

Copies are on file with Central Arizona Water Conservation Department, Lands Administration Department.

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER

HELEN PURCELL

20100623935 07/22/2010 02:05

ELECTRONIC RECORDING

When recorded, hold for:
City of Phoenix
Real Estate Division
Acquisition Section
251 W. Washington, 8th Floor
Phoenix, AZ 85003

PAPAGOZOO72210-12-1-1--
Yorkm

ATTN: George Banuelos

**RESERVATION OF RIGHTS
and
AUTHORIZATION OF USE**

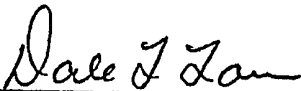
Project: Parks Water-Sewer Lines
Location: Papago Park / Zoo
WBS #: WS85700070

KNOW ALL MEN BY THESE PRESENTS:

That the City of Phoenix, A municipal corporation of the State of Arizona, has designated the City-owned property situated in Maricopa County, Arizona, described as follows on the attached Exhibit "A" be reserved by the Parks and Recreation Department for use by Water Services Department for water related purposes. Further the Parks and Recreation Department authorizes the perpetual use for water related purposes by the Water Services Department.

The Parks and Recreation Department is to be responsible for maintenance and upkeep of the surface portion of the property and shall maintain the surface in such a way that it does not adversely affect the underground improvements. The Parks and Recreation Department will authorize Water Services Department access for maintenance purposes as necessary. Access is subject to notification and approval by Parks and Recreation Department. Should work be necessary and completed on the water and/or sewer line by the Water Services Department, the surface area is to be restored to as good or better condition after completion of work.

ACKNOWLEDGMENT



Dale L. Larsen, Parks and Recreation Director (Date)

 7/14/2010

Barbara Glaus, Acting Water Services Director (Date)

**DO NOT WRITE, STAMP, EMBOSS OR PLACE ANY MARKS WHATSOEVER OUTSIDE THE MARGIN LINES OF THIS INSTRUMENT OR
THE MARICOPA COUNTY RECORDER MAY NOT RECORD IT, PURSUANT TO A.R.S. 11-480.**

ESMT-IND-FORM 3/06

EXHIBIT "A"

A permanent reservation of rights for sewer line purposes lying within that part of the Northwest quarter of Section 9, Township 1 North, Range 4 East, G&SRB&M, Maricopa County, Arizona;

Said reservation of rights being 8.00 feet in width, lying 4.00 feet on each side of the following described centerline:

COMMENCING at the Northwest corner of said Section 9;

thence South 00° 23' 42" West along the West line of said Northwest quarter of Section 9, a distance of 41.40 feet to the POINT OF BEGINNING of said described centerline;

thence North 89° 15' 15" East a distance of 110.00 feet;

thence South 42° 08' 46" East a distance of 394.00 feet;

thence South 89° 59' 51" East a distance of 404.00 feet;

thence South 89° 34' 38" East a distance of 402.00 feet;

thence South 64° 02' 13" East a distance of 302.00 feet;

thence North 62° 50' 06" East a distance of 426.00 feet;

thence South 82° 08' 10" East a distance of 304.00 feet;

thence South 59° 06' 10" East a distance of 246.00 feet;

thence North 37° 26' 19" East a distance of 134.00 feet to the terminus of described centerline.

No structure of any kind shall be constructed or placed within this easement except sewer lines and appurtenances, wooden, wire or removable section type fencing and/or paving, nor shall any vegetation be planted therein except grass. The City of Phoenix shall not be required to repair or replace any obstruction, pavement or vegetation that becomes damaged or must be removed during the course of required construction, reconstruction or maintenance.

09161 - XVH.DOC

Prepared MA Date 12-30-09 Checked DM

EXHIBIT "A"

10-41

WS85500046

EXHIBIT "A"

A permanent reservation of rights for water line purposes lying within that part of Section 4, and Section 5, Township 1 North, Range 4 East, and the South half of Section 33, Township 2 North, Range 4 East, G&SRB&M, Maricopa County, Arizona;

Said reservation of rights being 8.00 feet in width, lying 4.00 feet on each side of the following described centerline:

COMMENCING at the South quarter corner of said Section 4;
 thence North 89° 45' 08" West a distance of 983.80 feet;
 thence South 13° 46' 14" West a distance of 43.83 feet;
 thence North 34° 28' 38" East a distance of 112.77 feet to the POINT OF BEGINNING of said described centerline;
 thence North 11° 02' 59" East a distance of 102.65 feet;
 thence North 13° 46' 14" East a distance of 368.27 feet to the point of curvature of a circular curve concave Southeasterly and having a radius of 624.23 feet;
 thence Northeasterly along the arc of said curve through a central angle of 49° 49' 50", a distance of 542.90 feet;
 thence North 63° 36' 04" East a distance of 480.98 feet to a point herein designated as Point "A";
 thence continuing North 63° 36' 04" East a distance of 34.70 feet to a point herein designated as Point "B";
 thence North 66° 41' 10" East a distance of 38.30 feet to the terminus of described centerline;

TOGETHER WITH that part of the South half of Section 4, Township 1 North, Range 4 East, G&SRB&M, Maricopa County, Arizona;

Said reservation of rights being 8.00 feet in width, lying 4.00 feet on each side of the following described centerline:

BEGINNING at said Point "A";
 thence South 23° 19' 23" East a distance of 40.90 feet to a point herein designated as Point "A1";
 thence South 23° 27' 37" East a distance of 19.10 feet to the terminus of described centerline; and

TOGETHER WITH that part of the South half of Section 4, Township 1 North, Range 4 East, G&SRB&M, Maricopa County, Arizona;

Said reservation of rights being 8.00 feet in width, lying 4.00 feet on each side of the following described centerline:

BEGINNING at said Point "A1";
 thence North 61° 30' 41" East a distance of 36.20 feet to the terminus of described centerline; and

EXHIBIT "A"

11-14

WS85500046

Page 1 of 10

EXHIBIT "A"

TOGETHER WITH that part of the South half of Section 4, Township 1 North, Range 4 East, G&SRB&M, Maricopa County, Arizona;

Said reservation of rights being 8.00 feet in width, lying 4.00 feet on each side of the following described centerline:

BEGINNING at said Point "B";

thence South 23° 39' 58" East a distance of 58.90 feet to a point herein designated as Point "B1";

thence continuing South 23° 39' 58" East a distance of 415.50 feet to a point herein designated as Point "B2";

thence continuing South 23° 39' 58" East a distance of 542.80 feet;

thence South 68° 35' 33" East a distance of 73.50 feet to a point herein designated as Point "B3";

thence South 68° 20' 34" East a distance of 37.90 feet to a point herein designated as Point "B4";

thence South 67° 10' 14" East a distance of 34.10 feet to the terminus of described centerline; and

TOGETHER WITH that part of the South half of Section 4, Township 1 North, Range 4 East, G&SRB&M, Maricopa County, Arizona;

Said reservation of rights being 8.00 feet in width, lying 4.00 feet on each side of the following described centerline:

BEGINNING at said Point "B2";

thence South 61° 05' 13" West a distance of 46.50 feet to the terminus of described centerline; and

TOGETHER WITH that part of the South half of Section 4, Township 1 North, Range 4 East, G&SRB&M, Maricopa County, Arizona;

Said reservation of rights being 8.00 feet in width, lying 4.00 feet on each side of the following described centerline:

BEGINNING at said Point "B3";

thence South 20° 16' 06" West a distance of 25.00 feet to the terminus of described centerline; and

TOGETHER WITH that part of the South half of Section 4, Township 1 North, Range 4 East, G&SRB&M, Maricopa County, Arizona;

Said reservation of rights being 8.00 feet in width, lying 4.00 feet on each side of the following described centerline:

BEGINNING at said Point "B4";

thence North 21° 37' 07" East a distance of 12.80 feet;

thence South 84° 27' 55" East a distance of 10.30 feet;

thence South 61° 48' 17" East a distance of 32.20 feet to a point herein designated as Point "B5";

thence South 62° 11' 14" East a distance of 32.00 feet;

EXHIBIT "A"

11-14

WS85500046

Page 2 of 10

EXHIBIT "A"

thence North 45° 12' 01" East a distance of 29.00 feet to a point herein designated as Point "B6";

thence North 45° 10' 44" East a distance of 18.60 feet;

thence North 65° 01' 58" East a distance of 39.60 feet;

thence North 89° 06' 02" East a distance of 77.90 feet;

thence South 32° 52' 57" East a distance of 205.10 feet;

thence South 28° 55' 42" East a distance of 10.50 feet;

thence South 23° 01' 25" East a distance of 10.50 feet;

thence South 19° 43' 29" East a distance of 13.70 feet;

thence South 14° 14' 45" East a distance of 14.80 feet to the terminus of described centerline; and

TOGETHER WITH that part of the South half of Section 4, Township 1 North, Range 4 East, G&SRB&M, Maricopa County, Arizona;

Said reservation of rights being 8.00 feet in width, lying 4.00 feet on each side of the following described centerline:

BEGINNING at said Point "B5";

thence South 26° 31' 32" West a distance of 26.00 feet to the terminus of described centerline; and

TOGETHER WITH that part of the South half of Section 4, Township 1 North, Range 4 East, G&SRB&M, Maricopa County, Arizona;

Said reservation of rights being 8.00 feet in width, lying 4.00 feet on each side of the following described centerline:

BEGINNING at said Point "B6";

thence South 44° 47' 35" East a distance of 26.00 feet to the terminus of described centerline; and

TOGETHER WITH that part of Section 4, Township 1 North, Range 4 East, G&SRB&M, Maricopa County, Arizona;

Said reservation of rights being 8.00 feet in width, lying 4.00 feet on each side of the following described centerline:

BEGINNING at said Point "B1";

thence North 61° 42' 36" East a distance of 57.40 feet;

thence South 24° 38' 37" East a distance of 19.50 feet to a point herein designated as Point "C";

thence South 61° 54' 19" West a distance of 14.10 feet to the terminus of described centerline; and

TOGETHER WITH that part of Section 4, Township 1 North, Range 4 East, G&SRB&M, Maricopa County, Arizona;

Said reservation of rights being 8.00 feet in width, lying 4.00 feet on each side of the following described centerline:

BEGINNING at said Point "C";

EXHIBIT "A"

11-14

WS85500046

Page 3 of 10

EXHIBIT "A"

thence North 60° 07' 00" East a distance of 60.10 feet to the point of curvature of a circular curve concave Northwesterly and having a radius of 706.62 feet;

thence Northeasterly along the arc of said curve through a central angle of 63° 50' 30", a distance of 787.35 feet;

thence North 00° 20' 16" East a distance of 293.00 feet to a point herein designated as Point "D";

thence North 00° 42' 55" East a distance of 11.40 feet to a point herein designated as Point "E";

thence North 01° 07' 45" East a distance of 23.00 feet to the point of curvature of a circular curve concave Southeasterly and having a radius of 566.62 feet;

thence Northeasterly along the arc of said curve through a central angle of 31° 42' 02", a distance of 313.50 feet to a point herein designated as Point "F";

thence North 30° 06' 32" East a distance of 5.00 feet to the terminus of described centerline; and

TOGETHER WITH that part of Section 4, Township 1 North, Range 4 East, G&SRB&M, Maricopa County, Arizona;

Said reservation of rights being 8.00 feet in width, lying 4.00 feet on each side of the following described centerline:

BEGINNING at said Point "F";

thence North 59° 53' 33" West a distance of 150.20 feet;

thence North 07° 36' 13" West a distance of 1322.00 feet;

thence North 16° 09' 58" West a distance of 546.00 feet;

thence North 61° 29' 37" West a distance of 1161.00 feet to a point herein designated as Point "G";

thence North 22° 25' 33" East a distance of 16.40 feet;

thence North 27° 11' 54" East a distance of 505.22 feet to a point in the North line of said Section 4, being also the terminus of described centerline; and

TOGETHER WITH that part of the Northwest quarter of Section 4 and the Northeast quarter of Section 5, Township 1 North, Range 4 East, G&SRB&M, Maricopa County, Arizona;

Said reservation of rights being 8.00 feet in width, lying 4.00 feet on each side of the following described centerline:

BEGINNING at said Point "G";

thence North 61° 51' 48" West a distance of 6.83 feet;

thence South 56° 01' 36" West a distance of 1,857.44 feet to a point herein designated as Point "H";

EXHIBIT "A"

11-14

WS85500046

Page 4 of 10

EXHIBIT "A"

thence continuing South 56° 01' 36" West a distance of 31.20 feet to a point herein designated as Point "I";

thence continuing South 56° 01' 36" West a distance of 23.90 feet to a point herein designated as Point "J";

thence continuing South 56° 01' 36" West a distance of 22.80 feet to a point herein designated as Point "K";

thence South 56° 01' 36" West a distance of 17.00 feet to the terminus of described centerline; and

TOGETHER WITH that part of the Northwest quarter of Section 4 and the Northeast quarter of Section 5, Township 1 North, Range 4 East, G&SRB&M, Maricopa County, Arizona;

Said reservation of rights being 8.00 feet in width, lying 4.00 feet on each side of the following described centerline:

BEGINNING at said Point "H";

thence South 33° 58' 24" East a distance of 40.00 feet to the terminus of described centerline; and

TOGETHER WITH that part of the Northwest quarter of Section 4 and the Northeast quarter of Section 5, Township 1 North, Range 4 East, G&SRB&M, Maricopa County, Arizona;

Said reservation of rights being 8.00 feet in width, lying 4.00 feet on each side of the following described centerline:

BEGINNING at said Point "J";

thence South 32° 38' 53" East a distance of 16.30 feet;

thence South 12° 09' 37" West a distance of 16.20 feet to the terminus of described centerline; and

TOGETHER WITH that part of the Northwest quarter of Section 4 and the Northeast quarter of Section 5, Township 1 North, Range 4 East, G&SRB&M, Maricopa County, Arizona;

Said reservation of rights being 8.00 feet in width, lying 4.00 feet on each side of the following described centerline:

BEGINNING at said Point "K";

thence South 33° 22' 04" East a distance of 10.50 feet;

thence South 35° 45' 59" East a distance of 7.30 feet to the terminus of described centerline; and

TOGETHER WITH that part of the Northwest quarter of Section 4 and the Northeast quarter of Section 5, Township 1 North, Range 4 East, G&SRB&M, Maricopa County, Arizona;

Said reservation of rights being 8.00 feet in width, lying 4.00 feet on each side of the following described centerline:

BEGINNING at said Point "I";

EXHIBIT "A"

11-14

WS85500046

Page 5 of 10

EXHIBIT "A"

thence North 29° 42' 23" West a distance of 315.50 feet to a point herein designated as Point "L";;
 thence South 64° 34' 56" West a distance of 62.88 feet to a point herein designated as Point "M";
 thence South 64° 40' 34" West a distance of 229.23 feet;
 thence North 89° 45' 53" West a distance of 600.40 feet to a point herein designated as Point "N";
 thence continuing North 89° 45' 53" West a distance of 246.50 feet to a point herein designated as Point "O";
 thence continuing North 89° 45' 53" West a distance of 188.60 feet to a point herein designated as Point "P";
 thence continuing North 89° 45' 53" West a distance of 347.50 feet to a point herein designated as Point "Q";
 thence continuing North 89° 45' 53" West a distance of 190.00 feet to a point herein designated as Point "R";
 thence continuing North 89° 45' 53" West a distance of 618.00 feet to a point herein designated as Point "S";
 thence continuing North 89° 45' 53" West a distance of 112.20 feet to a point in the West line of said Northeast quarter of Section 5, being also the terminus of described centerline; and
 TOGETHER WITH that part of the Southeast quarter of Section 4, Township 1 North, Range 4 East, G&SRB&M, Maricopa County, Arizona;
 Said reservation of rights being 8.00 feet in width, lying 4.00 feet on each side of the following described centerline:
 BEGINNING at said Point "D";
 thence South 88° 33' 48" East a distance of 6.30 feet;
 thence North 81° 22' 03" East a distance of 180.00 feet;
 thence South 86° 14' 14" East a distance of 552.30 feet;
 thence South 65° 02' 36" East a distance of 348.80 feet;
 thence North 78° 42' 33" East a distance of 195.60 feet to the terminus of described centerline; and
 TOGETHER WITH that part of the Southeast quarter of Section 4, Township 1 North, Range 4 East, G&SRB&M, Maricopa County, Arizona;
 Said reservation of rights being 8.00 feet in width, lying 4.00 feet on each side of the following described centerline:
 BEGINNING at said Point "E";
 thence South 87° 48' 40" East a distance of 18.60 feet to the terminus of described centerline; and
 TOGETHER WITH that part of the Northwest quarter of Section 4 and Northeast quarter of Section 5, Township 1 North, Range 4 East, G&SRB&M, Maricopa County, Arizona;

EXHIBIT "A"

11-14

WS85500046

Page 6 of 10

EXHIBIT "A"

Said reservation of rights being 8.00 feet in width, lying 4.00 feet on each side of the following described centerline:

BEGINNING at said Point "L";

thence North 63° 44' 05" East a distance of 206.00 feet to a point herein designated as Point "L1";

thence North 62° 44' 14" East a distance of 20.75 feet to the terminus of described centerline; and

TOGETHER WITH that part of the Northwest quarter of Section 4 and Northeast quarter of Section 5, Township 1 North, Range 4 East, G&SRB&M, Maricopa County, Arizona;

Said reservation of rights being 8.00 feet in width, lying 4.00 feet on each side of the following described centerline:

BEGINNING at said Point "L1";

thence North 27° 04' 09" west a distance of 27.65 feet to the terminus of described centerline; and

TOGETHER WITH that part of the Northeast quarter of Section 5, Township 1 North, Range 4 East, G&SRB&M, Maricopa County, Arizona;

Said reservation of rights being 8.00 feet in width, lying 4.00 feet on each side of the following described centerline:

BEGINNING at said Point "M";

thence North 25° 19' 07" West a distance of 94.60 feet to a point herein designated as Point "M1";

thence South 66° 49' 47" West a distance of 21.60 feet;

thence North 23° 15' 00" West a distance of 42.24 feet to the terminus of described centerline; and

BEGINNING at said Point "M1";

thence North 63° 41' 35" East a distance of 28.80 feet to the terminus of described centerline; and

BEGINNING at said Point "M1";

thence North 25° 19' 07" West a distance of 8.60 feet to the terminus of described centerline; and

TOGETHER WITH that part of the Northeast quarter of Section 5, Township 1 North, Range 4 East, G&SRB&M, Maricopa County, Arizona;

Said reservation of rights being 8.00 feet in width, lying 4.00 feet on each side of the following described centerline:

BEGINNING at said Point "N";

thence North 00° 00' 06" East a distance of 198.00 feet to a point herein designated as Point "N1";

thence North 00° 11' 45" East a distance of 379.00 feet;

thence North 89° 40' 03" West a distance of 93.40 feet to the terminus of described centerline; and

EXHIBIT "A"

11-14

WS85500046

Page 7 of 10

EXHIBIT "A"

TOGETHER WITH that part of the Northeast quarter of Section 5, Township 1 North, Range 4 East, G&SRB&M, Maricopa County, Arizona; Said reservation of rights being 8.00 feet in width, lying 4.00 feet on each side of the following described centerline:

BEGINNING at said Point "O";

thence North 00° 00' 00" East a distance of 12.50 feet;

thence North 89° 56' 15" East a distance of 26.60 feet to the terminus of described centerline; and

TOGETHER WITH that part of the Northeast quarter of Section 5, Township 1 North, Range 4 East, G&SRB&M, Maricopa County, Arizona;

Said reservation of rights being 8.00 feet in width, lying 4.00 feet on each side of the following described centerline:

BEGINNING at said Point "P";

thence North 00° 00' 49" East a distance of 12.70 feet;

thence North 89° 45' 00" West a distance of 27.30 feet to the terminus of described centerline; and

TOGETHER WITH that part of the Northeast quarter of Section 5, Township 1 North, Range 4 East, G&SRB&M, Maricopa County, Arizona;

Said reservation of rights being 8.00 feet in width, lying 4.00 feet on each side of the following described centerline:

BEGINNING at said Point "Q";

thence North 00° 00' 28" East a distance of 29.00 feet to the terminus of described centerline; and

TOGETHER WITH that part of the Northeast quarter of Section 5, Township 1 North, Range 4 East, G&SRB&M, Maricopa County, Arizona;

Said reservation of rights being 8.00 feet in width, lying 4.00 feet on each side of the following described centerline:

BEGINNING at said Point "R";

thence South 00° 00' 02" West a distance of 85.00 feet to the terminus of described centerline; and

TOGETHER WITH that part of the Northeast quarter of Section 5, Township 1 North, Range 4 East, G&SRB&M, Maricopa County, Arizona;

Said reservation of rights being 8.00 feet in width, lying 4.00 feet on each side of the following described centerline:

BEGINNING at said Point "S";

thence South 00° 00' 00" West a distance of 87.40 feet to the terminus of described centerline; and

TOGETHER WITH that part of the Northeast quarter of Section 5, Township 1 North, Range 4 East, G&SRB&M, Maricopa County, Arizona;

Said reservation of rights being 8.00 feet in width, lying 4.00 feet on each side of the following described centerline:

EXHIBIT "A"

11-14

WS85500046

Page 8 of 10

EXHIBIT "A"

BEGINNING at said Point "N1";
 thence North 89° 57' 25" East a distance of 26.65 feet to the terminus of described centerline; and
 TOGETHER WITH that part of the South half of Section 33, Township 2 North, Range 4 East, G&SRB&M, Maricopa County, Arizona;
 Said reservation of rights being 8.00 feet in width, lying 4.00 feet on each side of the following described centerline:
 COMMENCING at the South quarter corner of said Section 33, being also the Section corner common to Section 4, Township 1 North, Range 4 East;
 thence North 00° 06' 17" West along the North-south mid section line of said Section 33, a distance of 223.00 feet;
 thence South 82° 16' 11" West a distance of 15.00 feet to the POINT OF BEGINNING of said described centerline;
 thence North 00° 06' 18" West a distance of 697.11 feet to a point herein designated as Point "T";;
 thence continuing North 00° 06' 18" West a distance of 1612.00 feet to the terminus of described centerline; and
 TOGETHER WITH that part of the South half of Section 33, Township 2 North, Range 4 East, G&SRB&M, Maricopa County, Arizona;
 Said reservation of rights being 8.00 feet in width, lying 4.00 feet on each side of the following described centerline:
 BEGINNING at said Point "T";
 thence South 89° 14' 37" West a distance of 663.00 feet;
 thence North 80° 35' 10" West a distance of 12.85 feet to a point herein designated as Point "T1";
 thence continuing North 80° 35' 10" West a distance of 50.00 feet to a point herein designated as Point "T2";;
 thence continuing North 80° 35' 10" West a distance of 19.50 feet to a point herein designated as Point "T3";
 thence continuing North 80° 35' 10" West a distance of 29.00 feet to the terminus of described centerline; and
 TOGETHER WITH that part of the South half of Section 33, Township 2 North, Range 4 East, G&SRB&M, Maricopa County, Arizona;
 Said reservation of rights being 8.00 feet in width, lying 4.00 feet on each side of the following described centerline:
 BEGINNING at said Point "T1";
 thence South 09° 16' 01" West a distance of 26.00 feet to the terminus of described centerline; and
 TOGETHER WITH that part of the South half of Section 33, Township 2 North, Range 4 East, G&SRB&M, Maricopa County, Arizona;

EXHIBIT "A"

11-14

WS85500046

Page 9 of 10

EXHIBIT "A"

Said reservation of rights being 8.00 feet in width, lying 4.00 feet on each side of the following described centerline:

BEGINNING at said Point "T2;

thence South 09° 50' 55" West a distance of 9.12 feet;

thence North 80° 46' 09" West a distance of 17.00 feet;

thence North 09° 22' 19" East a distance of 9.17 feet to the terminus of described centerline; and

TOGETHER WITH that part of the South half of Section 33, Township 2 North, Range 4 East, G&SRB&M, Maricopa County, Arizona;

Said reservation of rights being 8.00 feet in width, lying 4.00 feet on each side of the following described centerline:

BEGINNING at said Point "T3";

thence North 07° 55' 36" East a distance of 7.72 feet;

thence North 19° 37' 52" West a distance of 22.66 feet;

thence North 40° 22' 42" West a distance of 48.80 feet;

thence North 61° 46' 22" West a distance of 34.83 feet to the terminus of described centerline.

No structure of any kind shall be constructed or placed within this easement except water lines and appurtenances, wooden, wire or removable section type fencing and/or paving, nor shall any vegetation be planted therein except grass. The City of Phoenix shall not be required to repair or replace any obstruction, pavement or vegetation that becomes damaged or must be removed during the course of required construction, reconstruction or maintenance.

09162REV - XVH.DOC

Prepared WA Date 5-5-10 Checked DM

EXHIBIT "A"

11-14

WS85500046

Page 10 of 10

QUIT CLAIM DEED. B. M. 166. Page 32.

THIS INDENTURE, Made the 16th day of March, in the year of our Lord One Thousand and Twenty-two between George Wm. Jones, bachelor the party of the first part, and The United States of America, the party of the second part,

WITNESSETH: That the said party of the first part, for and in consideration of the sum of One and no/100 Dollars, and other valuable consideration to him in hand paid, in pursuance of the provisions of the Act of June 17, 1902, (32 Stat. 388) by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, has remised, released and quit-claimed, and by these presents does convey, remise, release and quit-claim unto the said party of the second part, and to its successors and assigns forever, all the right, title, interest claim and demand which the said party of the first part has in and to the following described real estate and property situated in the County of Maricopa, and State of Arizona, to-wit:

A right of way easement to construct, operate and maintain a ditch to be not more than four (4) feet wide on the bottom and to carry not more than two and one half ($2\frac{1}{2}$) feet in depth of water, through, over and across the North Half ($N\frac{1}{2}$) of Section Five (5), Township One (1) North, Range Four (4) East, Gila and Salt River Base and Meridian, together with sufficient land on each side of said ditch to permit of the economical operation and maintenance thereof, the center line of said ditch being described (using as a base the North and South center line of said Section 5, with an assumed bearing of North) as follows, to-wit:

Beginning at a point 306.8 feet South $81^{\circ} 45'$ West of the North quarter corner of said Section 5; thence South $83^{\circ} 05'$ East 139.0 feet; thence South $66^{\circ} 43'$ East, 113.0 feet; thence South $13^{\circ} 31'$ West, 165.0 feet; thence South $5^{\circ} 52'$ East, 185.3 feet; thence South $55^{\circ} 10'$ West, 72.3 feet; thence South $40^{\circ} 16'$ West, 350.9 feet; thence South $27^{\circ} 38'$ West, 62.0 feet; thence South $2^{\circ} 09'$ East, 126.4 feet; thence South $33^{\circ} 12'$ West, 238.9 feet; thence South $50^{\circ} 20'$ East, 399.2 feet; thence South $4^{\circ} 12'$ West, 149.8 feet; thence South $34^{\circ} 58'$ East, 241.0 feet; thence South $3^{\circ} 13'$ East, 114.4 feet; thence South $67^{\circ} 15'$ East, 87.4 feet to a point on the North and South center line of said Section 5, distant 1890.5 feet South from the North quarter corner thereof; thence South $67^{\circ} 15'$ East, 9.8 feet; thence South $29^{\circ} 52'$ East 201.5 feet; thence South $4^{\circ} 03'$ East, 198.4 feet; thence South $40^{\circ} 49'$ West, 190.0 feet to a point on the North and South center line of said Section 5 distant 202.93 feet North from the center of said Section 5; thence South $40^{\circ} 49'$ West 201.3 feet to a point whence the center of said Section 5 bears South $68^{\circ} 53'$ East a distance of 141.4 feet.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging, or in anywise appertaining, and all the estate, right, title, interest and claim whatsoever, of the said party of the first part, either in law or equity, in possession or expectancy, to the only proper use, benefit and behoof of the said party of the second part, its successors and assigns forever.

IN WITNESS WHEREOF, the said party of the first part has herunto set his hand and seal the day and year first above written.

George Wm. Jones (Seal)
(Bachelor)

Unofficial
Document

DKT 3885 PAGE 348

E A S E M E N T

The PARKS, PLAYGROUNDS AND RECREATIONAL BOARD OF THE
CITY OF PHOENIX, a municipal corporation

for and in consideration of the sum of One Dollar, and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant to the SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT, a municipal corporation, its successors and assigns, the right, easement and privilege of placing, erecting, constructing, repairing, replacing, maintaining and using, a line of poles with wires suspended thereon and all necessary and proper guys, anchorage, crossarms, braces and other fixtures for use in connection therewith, over and across the following described property:

The South Half of the Northeast Quarter of Section 5, Township 1 North, Range 4 East of the Gila and Salt River Base and Meridian.

The center line of said easement to extend from the North to the South boundaries of the above described parcel, along, parallel with, and 34 feet East of the West line thereof;

ALSO:

The South Half of the Northeast Quarter, and the East Half of the Southeast Quarter of Section 5, Township 1 North, Range 4 East;
The South Half of Section 4, Township 1 North, Range 4 East;
The North Half of the North Half of the Northwest Quarter, and the Southeast Quarter of the Northeast Quarter of the Northwest Quarter, and the North Half of the Northeast Quarter of Section 9, Township 1 North, Range 4 East;
Lot 2 of Section 10, Township 1 North, Range 4 East, Gila and Salt River Base and Meridian.

The center line of said easement more particularly described as follows:
(Using as a base the West line of the East Half of Section 5, Township 1 North, Range 4 East with an assumed bearing of North).

Beginning at the Southwest corner of the South Half of the Northeast Quarter of said Section 5; thence South a distance of 31.5 feet to a point; thence S 89° 53' E a distance of 1325.7 feet to a point in the West line of the East Half of the Southeast Quarter of said Section 5, a distance of 31.5 feet South of the Northwest corner thereof, said point being the True Point of Beginning of the easement herein described; thence S 89° 53' E a distance of 60 feet to a point (from said point down guys and anchors extend S 89° 53' E 58 feet; also from said point down guys and anchors extend N 0° 11' E 58 feet); thence S 0° 11' W a distance of 2565.4 feet to a point, (from said point down guys and anchors extend S 0° 11' W 55 feet; also from said point down guys and anchors extend N 89° 46' W 60 feet); thence S 89° 46' E, parallel with the South line of said Section 5, a distance of 1261.5 feet to a point in the East line of said Section 5, a distance of 55 feet North of the Southeast corner thereof; thence continuing S 89° 46' E into Section 4, Township 1 North, Range 4 East and parallel with the South line thereof a distance of 1490.5 feet to a point; (from said point down guys and anchors extend N 8° 14' E 60 feet); thence S 73° 45' E a distance of 766 feet to a point in the Northwest Quarter of Section 9, Township 1 North, Range 4 East; (from said point down guys and anchors extend N 29° 27' E 58 feet); thence S 47° 21' E a distance of 1676 feet to a point in the North Half of the Northeast Quarter of Section 9, Township 1 North, Range 4 East, said point being 35 feet North of the South line of the North Half of the Northeast Quarter of said Section 9 and 827.2 feet East of the Southwest corner thereof; (from said point down guys and anchors extend S 21° 31' W a distance of 35 feet m/l to a point on the South line of the North Half of the Northeast Quarter of said Section 9); thence S 89° 37' E parallel to the South line of the North Half of the Northeast Quarter of said Section 9, a distance of 1810.3 feet to a point on the East line thereof; thence S 89° 37' E a distance of 780 feet; through Lot 2 of Section 10, Township 1 North, Range 4 East to a point in the right of way of the Arizona Cross Cut Canal and the termination of the easement hereinabove described.

together with the right of ingress and egress to permit the economical operation and maintenance of said transmission line and together with the right to permit the attachment of the wires and fixtures of any other company.

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 transmission line.

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.

Dated this 6th day of September, 1961.

PARKS, PLAYGROUND & RECREATIONAL BOARD
CITY OF PHOENIX, ARIZONA

BY *[Signature]*
President

APPROVED AS TO FORM:

[Signature]

Unofficial Document

This instrument was subscribed before me this 6th day of September, 1961

Mary Ann Whitson
Notary Public

179132

06-MISC

My Commission Expires Oct. 12, 1963

STATE OF ARIZONA)
County of Maricopa)
In and for the County of Maricopa)
SALT RIVER PRO. AGRI. IMP. & P. DIST.

OCT 17 1961-25
in Book 3885
Page 349
Full Text of this Instrument
is on file in the County Recorder's Office
at Phoenix, Arizona
County Recorder
Deputy Recorder
[Signature]
750

DKT 3885 PAGE 349

Unofficial
DocumentORDINANCE NO. 5-2509

AN ORDINANCE OF THE COUNCIL OF THE CITY OF
PHOENIX DEDICATING AN EASEMENT FOR SEWER
PURPOSES ON CITY-OWNED PROPERTY; AND DECLARING
AN EMERGENCY.

WHEREAS, the City of Phoenix is the owner in fee, by Certificate of Purchase recorded in the office of the County Recorder of Maricopa County in Docket 2950 at Page 214 thereof, of the parcel of land described as follows:

The East half of the Southeast quarter of Section 5, Township 1 North, Range 4 East, G&SR&M.

and,

WHEREAS, in the judgment of the Council of the City of Phoenix, it is to the best interest of the public that a certain portion of said property be dedicated for public use for sanitary sewer purposes,

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

SECTION 1: THAT the following-described portion of property, to-wit:

The West 10 feet of that part of the East half of the Southeast quarter of Section 5, Township 1 North, Range 4 East, G&SR&M, lying between the North right of way line of Van Buren Street and the Easterly prolongation of the South line of Lot 25 of Block 2 in Caldwell Addition, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, in Book 19 of Maps, page 9 thereof.

be and the same is hereby dedicated to public use for sanitary sewer purposes and this ordinance is ordered recorded in the office of the County Recorder of Maricopa County, State of Arizona.

SECTION 2: WHEREAS, 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, approval by the Mayor, and after publication and posting as required by law, and is hereby exempted from the referendum provisions of the City Charter.

PASSED by the Council of the City of Phoenix this 23 day of OCT, 1962.

APPROVED by the Mayor this 23 day of OCT, 1962.

Samuel M. Martin Jr., Mayor

ATTEST:

Martha Ann Smith, City Clerk

APPROVED AS TO FORM:

Charles L. Hanson, City Attorney

REVIEWED BY:

Samuel M. Martin Jr., City Manager

APPROVED:

John W. Beatty, Planning Director

Edmund J. [unclear], Public Works Director

PUBLISHED: Arizona Weekly Gazette

City of Arizona
County of Maricopa
Herby City Clerk
In testimony whereof, I have hereunto set my hand and the seal of said City of Phoenix, this 26th day of October, 1962.

Samuel M. Martin Jr.
Mayor

Martha Ann Smith
City Clerk

Charles L. Hanson
City Attorney

John W. Beatty
Planning Director

Edmund J. [unclear]
Public Works Director

150

06-MISC
186466

DKT 4336 RE 499

FORM 82-1003
REV. 12-59

Unofficial EASEMENT Document

NATIONAL GUARD OF ARIZONA

for and in consideration of the sum of One Dollar, and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant to the SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT, a municipal corporation, its successors and assigns, the right, easement and privilege of placing, erecting, constructing, repairing, replacing, maintaining and using, a line of poles with wires suspended thereon and all necessary and proper guys, anchorage, crossarms, braces and other fixtures for use in connection therewith, over and across the following described property:

A portion of the Northeast Quarter of Section 5, Township 1 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Said easement being 8 feet in width, 4 feet on each side of the following described center line (using as a base the West line of said Northeast Quarter with an assumed bearing of South).

Beginning at a point on the West line of the Northeast Quarter of said Section 5, a distance of 1338.1 feet South of the Northwest corner thereof; thence North 88° 44' East 2671.5 feet to a point on the East line of said Northeast Quarter.

06-MISC

together with the right of ingress and egress to permit the economical operation and maintenance of said transmission line and together with the right to permit the attachment of the wires and fixtures of any other company.

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 transmission line.

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.

Dated this 5th day of November, 1962.

J. C. WILSON (Seal) _____ (Seal)
Major General ARIZARNG (Seal) _____ (Seal)
The Adjutant General (Seal) _____ (Seal)

STATE OF ARIZONA } ss.
County of Maricopa }

This instrument was acknowledged before me this 5th day of November, 1962, by

J. C. Wilson

Parlos Morales
Notary Public

My commission will expire Dec. 28, 1964

DKT 4358 PAGE 315

Unofficial
Document

DKT 2950 PAGE 214

CONDITIONAL

CERTIFICATE OF PURCHASE

47

NO. 1

SALE NO. 1SALES REPORT NO. 1

ARIZONA STATE PARKS BOARD - STATE OF ARIZONA,

WHEREAS, on the 25th day of February, A. D. 1959, the CITY OF PHOENIX purchased from the State of Arizona the following described land, to-wit:

Southeast quarter of Section thirty-three, in Township Two north, Lots six, seven, ten and eleven of Section three; Lots one and two, the south half of the north half and the south half of Section four; the south half of the northeast quarter, and the east half of the southeast quarter of Section five; the north half of the northeast quarter, the north half of the north half of the northwest quarter, the southeast quarter of the northeast quarter of the northwest quarter, the east half of the southeast quarter of the northwest quarter, except for Lots seven and eight of said Section nine; and the Lots one and two of Section ten; in Township one north, all in Range four east of the Gila and Salt River Base and Meridian, Arizona;

containing one thousand one hundred seventy-six and thirty-four hundredths acres, more or less, under and subject to the provisions of the laws of the State of Arizona, for the sum of THREE THOUSAND FIVE HUNDRED TWENTY-NINE DOLLARS AND TWO CENTS (\$3,529.02), of which there has been paid to the STATE PARKS BOARD the sum of THREE THOUSAND FIVE HUNDRED TWENTY-NINE DOLLARS AND TWO CENTS (\$3,529.02).

NOW, THEREFORE, the said purchaser, THE CITY OF PHOENIX, will be entitled to have and receive a Patent from the State of Arizona to the land hereinbefore described, upon surrendering this Certificate and fully complying with all the terms and conditions herein contained, and complying with all the pro-

visions of law. Before said patent is issued the purchaser must supply the Arizona State Parks Board with proof that the purchaser has secured the approval of the Secretary of the Interior as to transfer of title and change of use.

CONDITIONS

This instrument is executed subject to all conditions, requirements and provisions of the Public Land Code of the State of Arizona, passed at the Second Special Session of the Second Legislature of the State of Arizona.

Said lands are subject to the following leases, easements, permits and right-of-way agreements, the holders of which are entitled by the provisions of A. R. S. § 41-511.17.2 to successive renewals thereof for terms of five years each as long as they comply with the terms of the same:

Arizona Game & Fish Department	108.67 Acres
Salt River Project Agricultural Improvement and Power District	2.78 Acres
Arizona Highway Department <small>Unofficial Document</small>	31.77 Acres
City of Tempe	43.44 Acres
Arizona Cactus and Native Floral Society, Inc.	150.73 Acres
United States Army	70.38 Acres
Highway Rights of Way	10.52 Acres

The improvements on said leases, easements, permits and rights-of-way have not been sold, and the purchaser has only acquired title to the land subject to the same.

In addition to the above encumbrances, A. R. S. § 41-511.16 provides that said lands may only be sold in one parcel to any municipality for the purposes set forth in Patent No. 1093785 from the United States of America to the State of Arizona, dated November 17, 1937. That patent was issued upon the express condition that said lands shall be used only for municipal, park, recreation, or public-convenience purposes, and if abandoned for such use, such lands, or such part, shall revert to the United States, and subject to any vested and accrued water

DKT 2950 PAGE 216

rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection therewith, and for ditches or canals constructed by the authority of the United States. The United States Government further reserved in said patent all the oil, coal, or other mineral deposits found at any time in said lands, and the right to prospect for, mine and remove the same. If the State of Arizona has any such rights, pursuant to A. R. S. § 37-231, it reserves one-sixteenth of all gas, oil, metal and mineral rights in the above described lands.

In conformity with the restrictions of sale found in A. R. S. § 41-511.16 and the uses and purposes of said land set forth in said patent, certain other stipulations and conditions have been adopted by the Arizona State Parks Board to be included in the conveyance of Papago Park to a purchaser. These read as follows:

1. That the Grantee shall agree to consult with the Arizona State Parks Board in the preparation of a Master Plan for the development of Papago Park. The Grantee shall prepare the Master Plan.
2. That the Grantee shall submit to the Arizona State Parks Board, within six months of date of conveyance, a program of development of Papago Park, with the understanding that the Grantee shall make every effort to spend at least one million dollars in such development in the first five years, and that in any event at least one million dollars shall be spent in the first ten years.
3. That the Grantee shall, within the first year of development, construct and install picnic facilities, water supply, sanitation facilities, and ingress and egress to such picnic area.
4. That the Grantee shall agree not to charge an admission or to exact a toll for entry into Papago

- Park; and that charges made at concessions, or fees fixed for the use of such facilities as the golf course, swimming pool, etc., shall be reasonable.
5. That the Grantee shall agree the "municipal use" shall be limited to mean the construction of a baseball stadium for commercial baseball enterprises; and only other facilities and administrative building essential to the operation of Papago Park and in the interest of health, safety and welfare of the park visitor.
 6. That if the Grantee constructs a baseball stadium and parking area for such a facility for use by commercial baseball enterprises, such facilities shall not be constructed on Papago Park lands lying south of McDowell Road and north of Van Buren Street.
 7. That the Grantee agrees to acknowledge the Tomb of Governor Hunt and that square area 120 feet by 120 feet; this parcel of land being one-third of an acre; the apex of the pyramid being the center of the square, and the sides of the square being parallel to the base of the pyramid. In addition the Grantee shall agree to incorporate the Master Plan for the Tomb of Governor Hunt into the Master Plan for Papago Park, to provide egress and ingress, including a path to the tomb proper, providing easy ascent and descent; parking, lighting, water, landscaping, maintenance, and a retaining wall of approximately two feet in height for stabilization purposes. The Grantee agrees to make every effort to comply with these stipulations within a five year period, and to maintain and keep in good repair said tomb in perpetuity. And in addition, the Grantee shall grant to the surviving family of

DKT 2950 PAGE 218

Governor Hunt the right to entomb such other members of their family in said tomb until the spaces for such in said tomb have been filled.

8. That the Grantee shall agree that a representative or a committee of the Arizona State Parks Board may inspect Papago Park at any time for the purpose of determining whether stipulations and conditions herein set forth are being complied with. Said representative or committee shall advise the Grantee of any non-compliance with any stipulation or condition herein and said Grantee shall be given one full fiscal year to comply. In the event of a dispute between the State Parks Board and the Grantee as to whether there has been non-compliance with any stipulation or condition, the matter shall be decided by the courts.
9. The Grantee is hereby prohibited from selling or transferring or attempting to sell or transfer Papago Park. Any such action or attempted action by said Grantee shall be deemed an abandonment and Papago Park shall revert to the State of Arizona.

IN WITNESS WHEREOF, the Arizona State Parks Director has affixed his signature at Phoenix, State of Arizona, on the 30th day of July, A. D. 1959, and the said City of Phoenix, a municipal corporation, the purchaser herein, has affixed its signature at Phoenix, State of Arizona, on the 27th day of July, A. D. 1959.

Dennis McCarthy
Arizona State Parks Director

CITY OF PHOENIX, a municipal corporation

By Ray W. Wilson
City Manager

ATTEST:
John F. Burke
City Clerk

APPROVED AS TO FORM:

John F. Burke
City Attorney

128358 GA

FILE NUMBER
Nature of Instrument
Indexed in
Date of Instr.
Other Index Cards Needed
Detail Department
STATE OF ARIZONA
County of Maricopa

I hereby certify that the within instrument was filed and recorded at request of City of Phoenix 2950
1959 AUG 30 11 31
in Docket
or p. 214 to 218 DM
Witness my hand and official seal the day and year aforesaid.
S. C. Bradley - 10004

By John F. Burke
County Recorder
3-75
Black type

Unofficial
Document

Land Management Department
Salt River Project
P. O. Box 1980
Phoenix, Arizona 85001

K14978 434

File: HD80-239

MISC AGM

AGREEMENT

26041

24900

THIS AGREEMENT made and entered into this 16th day of JANUARY, 1981, by and between the CITY OF PHOENIX, a municipal corporation of the State of Arizona, hereinafter called the "City", and SALT RIVER VALLEY WATER USERS' ASSOCIATION, hereinafter called the "Association".

WITNESSETH:

WHEREAS, it is proposed that the public roadway surface at 52nd Street approximately 1/2 mile south of McDowell Road be widened and reconstructed; and

WHEREAS, as a part of said widening and reconstruction it will be necessary to remove the Association's existing 18 inch concrete delivery pipeline (hereinafter referred to as "the facility") presently crossing 52nd Street approximately 213 feet north of the center of section 5, T-1N, R-4E, G & S&B & H, Maricopa County Arizona. The approximate location of said facility being shown on Exhibit "A" attached hereto and made a part hereof.

WHEREAS, said facility is not presently in service;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, it is agreed as follows:

1. The Association agrees to abandon the presently existing facility.
2. The City agrees that said facility will be removed at no expense to the Association.
3. If, at any future time Association has a need for the said facility, as determined by its sole discretion, City agrees, upon request of the Association, to provide the necessary right-of-way and to pay all costs for replacement facility required to re-establish irrigation service to the property line on the west side of 52nd Street.
4. The Association agrees to assume responsibility for design and construction of such new facility, if required, and further agrees to at all times save the City harmless from any loss or damage growing out of the design, construction or use of said new facility.
5. The City agrees that the Association's facilities in their new location shall retain the same rights as existed in their former location.

JAN 23 1981 - 11 15

State of Arizona)
County of Maricopa) ss

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

SALT RIVER PROJ. AGM. IMP.

in Booklet 14978
on Page 434-186

Witness my hand and official seal this 16th day of January, 1981.

Bill Henry County Recorder

Deputy Recorder

2.00

DKT 14978 435

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

ATTEST:

CITY OF PHOENIX
MARVIN A. ANDREWS, City ManagerBy: Nicky Miel
Its: Acting City ClerkBy: [Signature]
Its: Deputy City Engineer

APPROVED AS TO FORM

ATTEST & COUNTERSIGN: [Signature]
ACTING CITY ATTORNEY
By: [Signature]
Its: SecretarySALT RIVER VALLEY WATER USERS' ASSOCIATION
By: [Signature]
Its: VICIE PRESIDENT

Unofficial Document

STATE OF ARIZONA }
County of Maricopa } ss.

On this the 27th day of December, 1980, before me DEBORAH PAGLIA, the undersigned officer, personally appeared ROGER G. WILLIAMS and Nicky Miel who acknowledged themselves to be the Deputy City Engineer and Acting City Clerk, respectively, of the CITY OF PHOENIX, and that they executed the foregoing instrument for the purposes therein contained.

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

[Signature]
Notary Public
My Commission Expires March 27, 1982

STATE OF ARIZONA }
County of Maricopa } ss.

On this the 16th day of January, 1981, before me DON E. SMITH, the undersigned officer, personally appeared JOHN B. LASSEN and PAUL D. RICH who acknowledged themselves to be the Vice President and Secretary, respectively, of SALT RIVER VALLEY WATER USERS' ASSOCIATION, a corporation, and that they, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

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

[Signature]
Notary Public
My Commission Expires May 3, '83

[Signature]
Notary Public



OKI14978 436

SALT RIVER PROJECT
 DATE 11-11-80 SUBJECT 52nd Street, Parking
 PREPARED BY DATE 11-11-80

FILE: W080-239

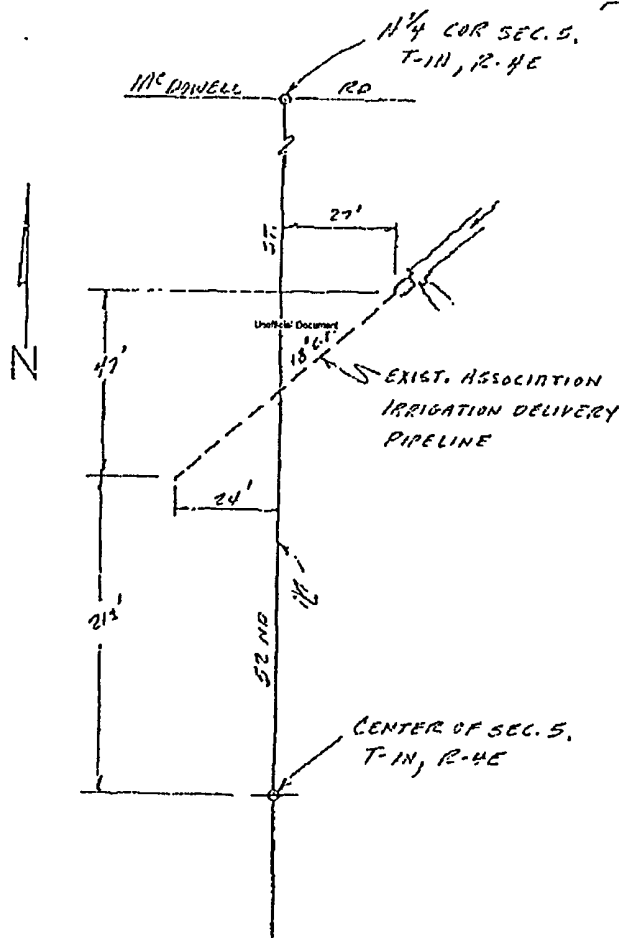


EXHIBIT A



Bill To: City of Phoenix Finance Dept.
Angela Clark
251 W. Washington Street
8th Floor
Phoenix, AZ 85003

INVOICE NO: 04912156
Date: 11/17/2011
Your No.:
Our No.: D0001565
Customer Id:

Buyer:
Seller: City of Phoenix, a Municipal corporation
Property: , AZ

Description	Amount
Condition of Title	\$360.00
Service Fees	\$0.00
Recording Fees	\$0.00
WBS: PA75300120 APN: 125-01-001A PM# 1088	\$0.00
Total Invoice Amount	\$360.00

Please return a copy of this invoice with your remittance. Thank you.

2400 N. Central Avenue, Suite 203, Phoenix, AZ 85004
(602) 955-9677

Exhibit I

List of Existing Phoenix Contracts

Papago Golf Course – Existing Contracts

Vendor	Papago Entity	Contract Expires	Contract Terms
John Deere Financial/Deere Credit, Inc	City of Phoenix DBA Parks & Rec Dept	03/01/2017	\$147.34/month – Golf Life GL-9 Utility Lift - \$1.00 purchase option (Lease Schedule No. 020-0055573-005; Master Lease Agreement No. 0055573)
John Deere Financial/Deere Credit, Inc	City of Phoenix DBA Parks & Rec Dept	03/01/2017	\$5,483.37/month – 2 Fairway Mowers; 4 Gas Riding Greens Mowers; 2 Utility Mowers – no purchase option (Lease Schedule No. 020-0055573-004; Master Lease Agreement No. 0055573)
TCF Equipment Finance, Inc	City of Phoenix dba Papago Golf Course	03/01/2018	\$589.56/month + \$3,100/last payment – 1 2014 E-Z-Go 1600 XD; 1 2014 E-Z-Go 1200 G – Beverage carts and range picker - \$1.00 purchase option (paragraph 15), note Exhibit C provides a declining purchase option (Lease-Purchase Agreement No. 008-0644576-300)
TCF Equipment Finance, Inc	City of Phoenix dba Papago Golf Course	~01/01/2018 – agreement is for 4 years, does not provide first payment date – signed in December 2013	\$306.50/month + \$1,550/last payment – 1 2014 Cushman Refresher FS2 - \$1.00 purchase option (paragraph 15), note Exhibit C provides a declining purchase option (Lease-Purchase Agreement No. 008-0644576-302)
TCF Equipment Finance, Inc	City of Phoenix dba Papago Golf Course	10/01/2017	\$5,704.13/month + \$70,300/last payment – 72 2014 E-Z-Go TXT Electric Golf Carts; 2 TXT Freedom Gas - \$1.00 purchase option (paragraph 15), note Exhibit C provides a declining purchase option (Lease-Purchase Agreement No. 008-0644576-301)
Williams Scotsman, Inc.	City of Phoenix dba Papago Golf Course	met 6 month min lease term – now term whenever with 30 day notice	\$1,015.00/monthly – Trailer (Contract # 580077)
Williams Scotsman, Inc.	City of Phoenix dba Papago Golf Course	met 6 month min lease term – now term whenever with 30 day notice	\$530.90/monthly – Trailers (Contract # 743112).
EZLinks Golf, Inc	Papago Municipal Golf Course	Contract Renewal	Golf Course Management System – The contract provides for an inventory exchange payment option or \$1,500/month

Papago Golf Course – Existing Contracts

Vendor	Papago Entity	Contract Expires	Contract Terms
PepsiCo Sales, Inc.	Papago Golf Club	12/31/2018	Fountain and package products – exclusive provider; \$2,000/year Sponsorship Payment + \$2.00/gallon, up to \$500 in a Marketing Fund (paragraph 4.1); Rebate of \$0.75/24-count case used for marketing + additional \$1.25/24-count case, not clear on use of funds (paragraph 4.2)
Cox Communications – TV Agreement	AGA Management LLC – Papago Golf Course	10/12/14	\$371.00/month – 3 year agreement – 2 Cox Business TV Starter, Expanded Service, Business Advanced, Sports & Info Pak, Bonus Pak, Receivers, NFL RedZone; 5 Cox Connect Service; 1 CBI Professional 15 Mbps x 3 Mbps
Cox Communications – Internet	AGA Management LLC – Papago Golf Course	10/01/14	\$215.00/month – 3 year agreement – 2 Cox Connect Service, Cox Nickel 250 Interstate, Cox Business Internet 12.0Mbps/1.5Mbps, 2 Static IP Addresses
Oasis Outsourcing	City of Phoenix Papago Golf Course	Automatically renews every October 3 rd , requires 30 day notice to terminate	
GE Capital Solutions	City of Phoenix dba Papago Golf Course	2/21/2015	\$2,149.25/month – 2 year agreement – 2 Jacobsen Rough Movers and 2 Smithco Bunker Rakes (Lease Schedule 8761507-001, MLA 8761507)
Salt River Project	City of Phoenix dba Papago Golf Course		
City of Phoenix Water	City of Phoenix dba Papago Golf Course		
Waste Management	City of Phoenix dba Papago Golf Course		
ADP Security	City of Phoenix dba Papago Golf Course		