

**CITY CLERK  
ORIGINAL**

C-7791  
09/22/2011

**WATERLINE EASEMENT PURCHASE AND SALES AGREEMENT**

**DATE:** September 22, 2011

**PARTIES:** **White Tanks Storage, Inc., an Arizona corporation,**  
**also shown of record as White Tank Storage, Inc., an Arizona corporation**  
7400 East McDonald Drive, Suite 121  
Scottsdale, Arizona 85250  
("Seller")

**City of Glendale, an Arizona Municipal Corporation**  
5850 West Glendale Avenue  
Glendale, Arizona 85301  
Attention: City Attorney  
("City")

**North American Title Company**  
**Attention: Alix Graham, Branch Manager**  
4835 East Cactus Road, Suite 240  
Scottsdale, Arizona 85254  
("Escrow Agent")

**RECITALS:**

The interest to be acquired is generally described as a waterline easement (hereinafter "easement interest") in, over and across that portion of a certain property described in Instrument No. 10-0535961, records of Maricopa County, Arizona, consisting of approximately 0.2708 acres, in Maricopa County, Arizona (the "Property"), and is described fully in Exhibits A, A1, B, B1 and C attached.

The Seller is willing to sell an easement interest in the Property to the City, and the City is willing to compensate the Seller and to construct certain improvements on, in and under the Property under the terms and conditions set forth in this Agreement. The Seller is also willing to grant a Temporary Construction Easement as described fully in Exhibits E, D and D1 attached.

**AGREEMENT:**

In consideration of the mutual promises and covenants set forth in this Agreement, the Seller agrees to grant to the City: 1) a permanent Waterline Easement; and 2) a Temporary Construction Easement for the duration of construction which Temporary Construction Easement

shall begin when the Notice to Proceed is given to the City's contractor and shall expire and terminate automatically thirty days after the completion of the project. The City agrees to pay the Seller for the easement interest and to construct improvements on, in and under the Property under the terms and conditions set forth in this Agreement.

1. SALES PRICE AND CONSIDERATION.

The Seller is willing to sell the permanent Waterline Easement interest free of all liens and encumbrances, and grant the Temporary Construction Easement for the term of construction, and the City will compensate the Seller and initiate construction of the improvements as noted herein.

- 1) Compensate the Seller Fourteen Thousand Four Hundred Thirty-eight Dollars (\$14,438.00) for the permanent Waterline Easement interest to be acquired as described in Exhibit C.
- 2) Compensate the Seller Two Hundred Seventy Dollars (\$270.00) for the Temporary Construction Easement interest. For purposes of establishing compensation under this Agreement, it is assumed the construction period will be 30-60 days.
- 3) Upon the close of escrow, the City will have 600 days to complete the construction of these improvements.

2. DISBURSEMENTS.

Upon the close of escrow, all sums due and payable shall be disbursed to the Seller.

3. PRELIMINARY TITLE REPORT.

Promptly following the opening of Escrow, the Escrow Agent shall deliver a current commitment for title insurance (the "Report") issued by the Escrow Agent on the Property to the City and the Seller. The Report shall show the status of title to the Property as of the date of the Report and shall be accompanied by legible copies of all documents referred to in the Report.

4. REVIEW PERIOD.

The City shall have twenty days (the "Review Period") following receipt of the Report to approve or disapprove matters related to title as shown by the Report. If the Escrow Agent issues a supplemental or amended title report showing additional exceptions to title (an "Amended Report"), the City shall have a period of time equal to ten days (a "Supplemental Review Period") from the date of receipt of the Amended Report and a copy of each document referred to in the Amended Report in which to give notice of dissatisfaction as to any additional exceptions. If the City is dissatisfied with any exception to title as shown in the Report or an Amended Report, then, at its sole option, the City may either (I) cancel this Agreement by giving notice of cancellation to the Seller and the Escrow Agent within the Review Period, or Supplemental Review Period, as appropriate, or (II) the City may provisionally accept the title subject to the Seller's removal of any disapproved matters, exceptions or objections, in which case the Seller shall use its best efforts to remove the matters, exceptions, or objections or obtain

title insurance endorsements satisfactory to the City against such matters, exceptions and objections before the close of escrow; provided, however, that such best efforts shall not require the Seller to expend any funds. If the Seller cannot remove such matters, exceptions and objections before the close of escrow, then upon demand the City may terminate this Agreement without further obligation to the Seller, or the City may waive such objections and the transaction shall close as scheduled.

Notwithstanding anything herein contained to the contrary, it is understood and agreed that title to the Property shall be delivered to the City at the close of escrow, free and clear of all monetary liens and encumbrances and free of any liens and encumbrances on crops grown or growing on the Property, and that such liens and encumbrances shall be released from the Property by the Seller at the Seller's sole expense on or before the close of escrow. This obligation shall survive close of escrow.

5. WATERLINE EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT.

At the close of escrow, Seller shall convey a permanent waterline easement in, over and across the property to the City by Waterline Easement, and a Temporary Construction Easement (Exhibits C and E attached), in form and substance satisfactory to the City, subject to no defects, exceptions, easements, encumbrances, covenants, conditions, restrictions, mining claims or liens, except:

- (a) The matters set forth in the Report (other than the standard printed exceptions) which have been accepted in writing by City; and
- (b) Any additional matters accepted in writing by City.

6. TITLE POLICIES.

At the close of escrow, the Seller shall, at the City's expense, provide the City with a separate owner's policy of title insurance issued by the Escrow Agent on the Property together with any endorsements required by the City and specifically insuring against any mechanics' and materialmen's liens on the Property notwithstanding that work may have been performed on the Property, in the full amount of the sales price paid by the City, as applicable, effective as of the close of escrow, insuring the City that a permanent easement in and to the Property is vested in the City, each subject only to the usual printed exceptions and exclusions contained in such title insurance policies, and to any other matters approved in writing by the City. The obligations of the Seller to provide the title policies called for in this Section shall be satisfied if, at the close of escrow, Title Company has issued a binding commitment to issue each policy in the form required by this Section, and if each such policy is delivered within a reasonable time following the close of escrow.

7. ESCROW.

An escrow for this transaction has been established with the Escrow Agent, and the Escrow Agent is hereby employed to handle the escrow. This Agreement constitutes escrow instructions to the Escrow Agent and a copy shall be deposited with the Escrow Agent for this purpose. Should the Escrow Agent require the execution of its standard form printed escrow instructions,

the City and the Seller agree to execute same; however, such instructions shall be construed as applying only to the Escrow Agent's employment, and if there are conflicts between the terms of this Agreement and the terms of the printed escrow instructions, the terms of this Agreement shall control.

8. OPENING AND CLOSING DATES.

Escrow will be opened, subject to terms of this Agreement. The closing of this transaction and escrow (referred to in this Agreement as the "closing" or the "close of escrow") shall occur on the latter of November 30, 2011, or two weeks after the expiration of any Supplemental Review Period.

9. ESCROW CANCELLATION CHARGES.

If the escrow fails to close because of the Seller's default, the Seller shall be liable for all customary escrow cancellation charges. If the escrow fails to close because of the City's default, the City shall be liable for all customary escrow cancellation charges. If the escrow fails to close for any other reason, the Seller and the City shall each be liable for one-half of all customary escrow cancellation charges. If the escrow fails to close, all other obligations under this Agreement shall terminate.

10. CLOSING COSTS.

- (a) Upon the close of escrow, the City agrees to pay the entire cost of a standard coverage owner's policy of title insurance.
- (b) Upon the close of escrow, the City agrees to pay escrow charges, and the cost of any endorsements issued in connection with such policy.
- (c) Real estate taxes and irrigation assessments, either existing or proposed, shall remain the responsibility of Seller. Improvement liens and other special assessments shall likewise remain the responsibility of Seller.
- (d) The City agrees that all closing costs payable by the City and the Seller will be paid by the City. On or before the close of escrow, the City agrees to deposit with Escrow Agent a warrant in an amount sufficient to pay the purchase price and all closing costs payable by the City.
- (e) The parties agree that there has not been and shall be no broker or representative acting for either party in this transaction that is entitled to a fee or commission.
- (f) The obligations of this paragraph shall survive close of escrow.

11. POSSESSION AND USE.

The right to use the Property shall be delivered to the City upon the close of escrow. From time to time prior to the close of escrow, the City may enter upon the Property with the City's

representatives and agents for the purpose of examining the Property, conducting soil tests and engineering feasibility studies, and planning the proposed development of the Property.

12. RISK OF LOSS.

Except as otherwise provided, the risk of loss or damage to the Property and all liability to third persons shall continue to be borne by Seller except as limited by the terms of the Waterline Easement. This obligation shall survive close of escrow.

13. SELLER'S REPRESENTATIONS AND WARRANTIES.

The Seller makes the following representations and warranties which shall apply to the Property, which are agreed to constitute a material part of the consideration hereunder, which are true and accurate as of the Opening Date, will be true and accurate as of the close of escrow, and which shall survive the close of escrow:

- (a) Action. All actions on the part of the Seller which are required for the execution, delivery, and performance by the Seller of this Agreement and each of the documents and agreements to be delivered by the Seller at the closing have been duly and effectively taken;
- (b) Enforceable Nature of Agreement. This Agreement and each of the documents and agreements to be delivered by the Seller at the closing constitutes a legal, valid, and binding obligation of the Seller, enforceable against the Seller in accordance with its terms;
- (c) Violations; Consents; Defaults. Neither the execution of this Agreement nor the performance hereof by the Seller will result in any breach or violation of the terms of any law, rule, ordinance, or regulation or of any decree, judgment or order to which the Seller is a party now in effect from any court or governmental body. There are no consents, waivers, authorizations or approvals from any third party necessary to be obtained by the Seller in order to carry out the transactions contemplated by this Agreement. The execution and delivery of this Agreement and performance hereof by the Seller will not conflict with, or result in a breach of, any of the terms, conditions or provisions of, or constitute a default under or result in the creation of any new, or the acceleration of any existing, lien, charge, or encumbrance upon the Property, or any indenture, mortgage, lease, agreement or other instrument to which the Seller are a party or by which the Seller or any of its assets may be bound;
- (d) Litigation. The Seller is not a party to any pending or threatened action, suit, proceeding or investigation, at law or in equity or otherwise, in, for or by any court or governmental board, commission, agency, department or officer, arising from or relating to the Property or to the past or present operations and activities of the Seller upon or relating to the Property;
- (e) Governmental Restrictions. The Seller has not received, nor is aware of, any notifications, restrictions, or stipulations from the United States of America, the

State of Arizona, Maricopa County, or any other governmental authority requiring any work to be done on the Property or threatening the use of the Property. There are no pending or threatened condemnation proceedings affecting any portion of the Property;

- (f) Title. Fee simple title to the Property is currently vested in the Seller;
- (g) Leases and Agreements. There are no unrecorded leases, arrangements, agreements, understandings, options, contracts, or rights of first refusal, or liens on crops affecting or relating to the Property to be acquired in any way;
- (h) Compliance. To the best of the Seller's knowledge, the Seller has complied, in all respects, with all laws, ordinances, rules, regulations, requirements and orders of federal, state, or local governments and/or their agencies with respect to the Property;
- (i) Environmental Matters. The Seller has not been advised that either the Seller or the Property is in material violation of applicable environmental law, regulation, ordinance or order of any government entity, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, as amended; the Resource Conservation and Recovery Act, as amended; the Federal Clean Water Act, as amended; the Federal Clean Air Act, as amended, the Federal Toxic Substances Control Act, as amended; and any regulations promulgated thereunder, or any other federal, state, or local laws relating to contamination of or adverse effects on the environment. In addition, the Seller has not been advised that the Property or any underlying groundwater contains any material concentrations of regulated substances, hazardous substances, hazardous materials, toxic substances, or similar substances, residues, and waste;
- (j) Taxes. The Seller does not have any liability for any taxes, or any interest or penalty in respect thereof, of any nature that may be assessed against the City or that are or may become a lien against the Property;
- (k) Mechanics' Lien. No work has been performed on or about the Property or to any improvements located thereon within six months prior to the Opening Date that could give rise to any mechanics' or materialmen's liens whatsoever;
- (l) Existing Improvements. The Seller does not warrant the condition of any existing improvements on the Property. The City accepts these improvements in an "as is" condition.

#### 14. CITY'S REPRESENTATIONS AND WARRANTIES.

The City makes the following representations and warranties which are agreed to constitute a material part of the consideration hereunder, which are true and accurate as of the date of this Agreement, and will be true and accurate as of the close of escrow, and which shall survive the close of escrow:

- (a) Authority. The City has full power and authority to enter into and to perform its obligations under this Agreement. The persons executing this Agreement on behalf of the City have full power and authority to do so and to perform every act and to execute and deliver every document and instrument necessary or appropriate to consummate the transactions contemplated hereby; and
- (b) Enforceable Nature of Agreement. This Agreement and each of the documents and agreements to be delivered by the City at the closing constitutes a legal, valid and binding obligation of the City, enforceable against the City in accordance with its terms.

15. INDEMNITY.

Each party to this Agreement agrees to indemnify each other party and hold it harmless for, from and against all claims, damages, costs and expenses (including attorneys' fees) attributable, directly or indirectly, to the breach by such Indemnifying party of any obligation hereunder, or the inaccuracy of any representation or warranty made by such indemnifying party herein, or in any instrument delivered pursuant thereto, or in connection with the transactions contemplated hereby. In addition, the Seller hereby covenants and agrees to indemnify and hold the City harmless for, from and against any and all claims, damages, costs and expenses (including attorneys' fees) relating in any way to the Property and accruing prior to the close of escrow, even though now unknown and unsuspected. These obligations shall survive close of escrow.

16. SELLER'S REMEDIES.

If the City fails to deposit the sales price in the time and manner set forth in this Agreement, or to perform when due any other act required by this Agreement, then the Seller's sole and exclusive remedy shall be to cancel this Agreement and the escrow, without further liability hereunder, such cancellation to be effective immediately upon the Seller giving written notice of cancellation to City and Escrow Agent.

17. CITY'S REMEDIES.

If the Seller fails to perform when due any act required by this Agreement to be performed, then, in addition to whatever other remedies are available to the City at law or in equity, including the right to have specific performance of this Agreement, the City may cancel this Agreement and the escrow, without further liability hereunder, such cancellation to be effective immediately upon the City giving written notice of cancellation to the Seller and the Escrow Agent.

18. COOPERATION.

The Seller shall cooperate fully with the City in obtaining any necessary governmental approvals to the transfer of any item of property being sold to the City pursuant to this Agreement.

19. BINDING EFFECT.

The provisions of this Agreement are binding upon, and shall inure to the benefit of, the parties and their respective heirs, personal representatives, executors, administrators, successors and assigns. These obligations shall survive close of escrow.

20. ATTORNEYS' FEES.

If either party brings any action in respect to its rights under this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and court costs as determined by the court. This obligation shall survive close of escrow.

21. WAIVERS.

No waiver of any of the provisions of this Agreement shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver be a continuing waiver. Except as expressly provided in this Agreement, no waiver shall be binding unless executed in writing by the party making the waiver. Either party may waive any provision of this Agreement intended for its benefit; provided, however, such waiver shall in no way excuse the other party from the performance of any of its other obligations under this Agreement. The terms of this paragraph shall survive close of escrow.

22. CONSTRUCTION.

This Agreement shall be subject to, and construed according to, the laws of the State of Arizona without the application of any principles of conflicts of law that would require or permit the application of the laws of any other jurisdiction. The terms of this paragraph shall survive close of escrow.

23. TIME.

Time is of the essence of this Agreement.

24. NOTICES.

Notices shall be in writing and shall be given by personal delivery, by deposit in the United States mail, certified mail, return receipt requested, postage prepaid, or by express delivery service, freight prepaid, in each case by delivery to the Seller and the City at the addresses set forth on the first page of this Agreement or at such other address as a party may designate in writing. The date notice is given shall be the date on which the notice is delivered, if notice is given by personal delivery, or five (5) calendar days after the date of deposit in the mail or with an express delivery service, if the notice is sent through the United States mail. A copy of any notice given to a party shall also be given to the Escrow Agent by regular mail. These obligations shall survive close of escrow.

25. FURTHER DOCUMENTATION.

Each party agrees in good faith to execute such further or additional documents as may be necessary or appropriate to fully carry out the intent and purpose of this Agreement. This obligation shall survive close of escrow.

26. TIME PERIODS.

Except as expressly provided for herein, the time for performance of any obligation or taking any action under this Agreement shall be deemed to expire at 5:00 p.m. (Phoenix time) on the last day of the applicable time period provided herein. If the time for the performance of any obligation or taking any action under this Agreement expires on a Saturday, Sunday or legal holiday, the time for performance or taking such action shall be extended to the next succeeding day which is not a Saturday, Sunday or legal holiday.

27. CONFLICTS.

This Agreement is subject to cancellation by the City, without penalty or further obligation, pursuant to A.R.S. § 38-511, if any person significantly involved in initiating, negotiating, securing, drafting on creating this Agreement on behalf of the City is, at any time during the Agreement, an employee or agent of any other party to the Agreement in any capacity or a consultant to any other party.

28. AMENDMENTS.

Any amendments or modifications to this Agreement must be in writing, executed by both parties, and are subject to City approval. This Agreement constitutes the entire agreement of the parties and supersedes any negotiations, discussions, undertakings, correspondence or informal agreements of the parties. The terms of this paragraph shall survive close of escrow.

29. INTERPRETATION.

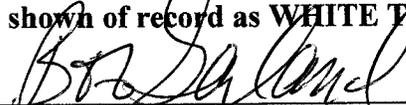
Both parties have been or have had the opportunity to be represented by counsel in negotiating and approving this Agreement. This Agreement shall be interpreted, applied and enforced according to the fair meaning of its terms and shall not be construed in favor of, or against, either party, regardless of which party may have drafted or proposed any of its provisions or terms. The terms of this paragraph shall survive close of escrow.

30. ORIGINALS.

This Agreement is executed in triplicate and each executed copy shall be considered an original. The terms of this paragraph shall survive close of escrow.

**SELLER**

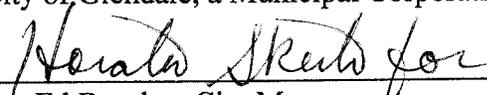
**WHITE TANKS STORAGE, INC., an Arizona corporation,**  
also shown of record as **WHITE TANK STORAGE, INC., an Arizona corporation**

  
\_\_\_\_\_  
By: Bob Garland, Secretary

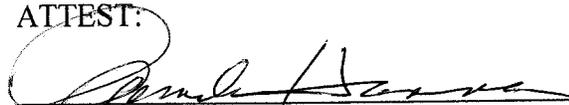
BOB GARLAND  
\_\_\_\_\_  
By: \_\_\_\_\_

**BUYER**

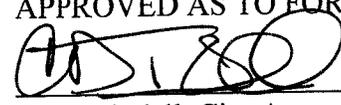
City of Glendale, a Municipal Corporation

  
\_\_\_\_\_  
By: Ed Beasley, City Manager

ATTEST:

  
\_\_\_\_\_  
Pamela Hanna, City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Craig Tindall, City Attorney

Escrow Agent hereby accepts employment to handle the escrow establishment by this Agreement in accordance with the terms set forth in this Agreement.

North American Title Company

  
\_\_\_\_\_  
By: Alix Graham, Branch Manager

**EXHIBIT "A"****LEGAL DESCRIPTION FOR  
NEW WATERLINE EASEMENT**

That portion of a certain property described in Instrument No. 10-0535961, records of Maricopa County, Arizona, said property lying within the Northwest quarter of Section 1, Township 2 North, Range 2 West, of the Gila and Salt River Meridian, Maricopa County, Arizona, said portion being more particularly described as follows:

COMMENCING at the Northwest corner of said Section 1 (brass cap in handhole) from which the North quarter corner of said Section 1 (aluminum cap flush) bears South 89°48'26" East, 2633.29 feet;

thence South 89°48'26" East, 1355.75 feet along the North line of said Northwest quarter of Section 1;

thence departing said North line South 00°11'34" West, 65.00 feet to the South right of way of West Northern Avenue and the Northeast corner of a 40.00 foot Ingress and Egress easement set forth as "PARCEL NO. 2" in Instrument No. 08-0848861, records of Maricopa County, Arizona;

thence departing said South right of way South 00°54'20" West, 731.96 feet along the East line of said 40.00 foot Ingress and Egress easement to the POINT OF BEGINNING;

thence departing said East line South 89°48'14" East, 960.91 feet to the proposed westerly right of way of State Route 303 (S.R. 303);

thence South 06°55'15" East, 12.09 feet along said proposed westerly right of way to a southerly line of said certain property;

thence departing said proposed right of way North 89°48'14" West, 962.56 feet along said southerly line to the Southeast corner of said 40.00 foot Ingress and Egress easement;

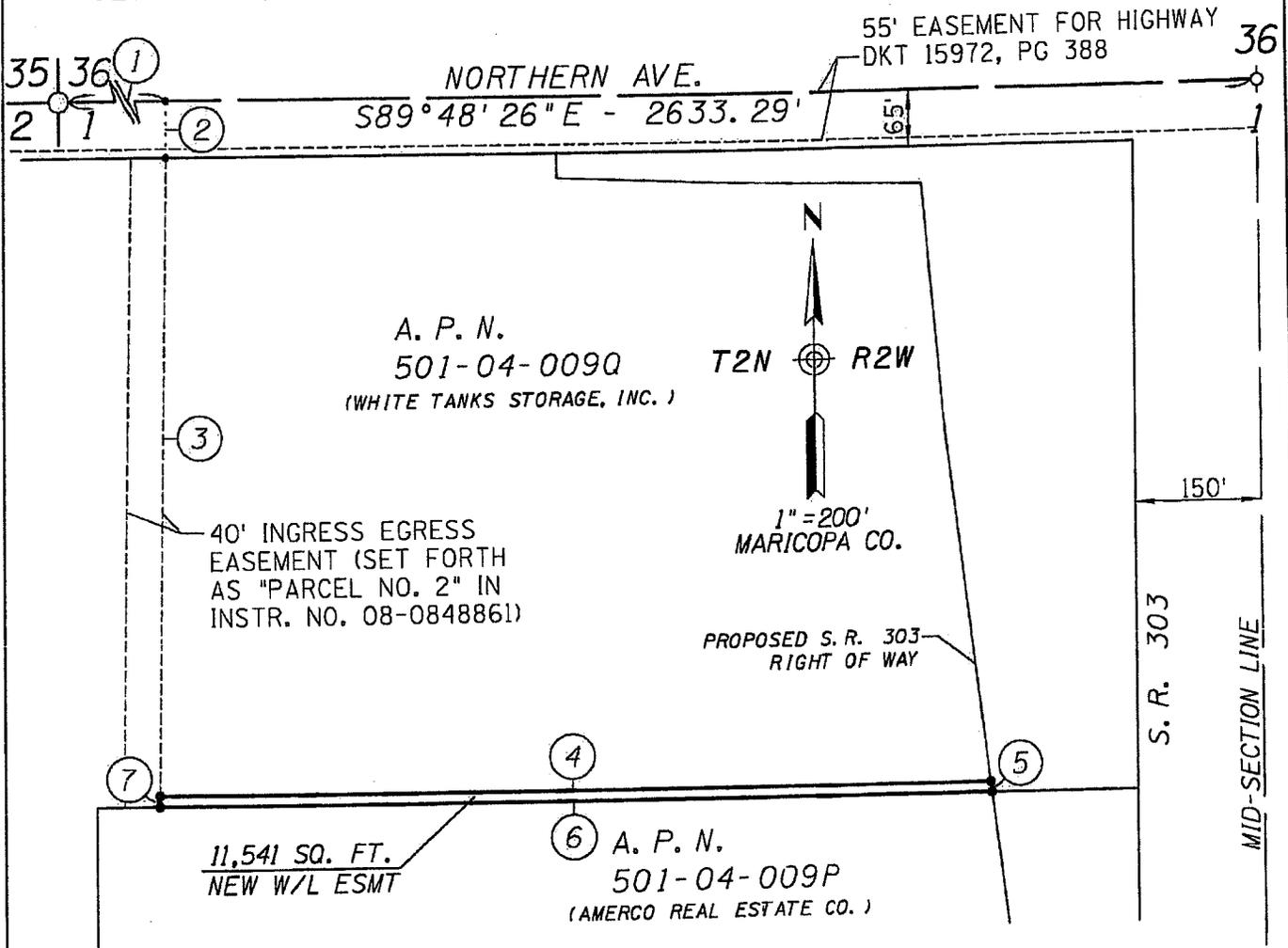
thence departing said southerly line North 00°54'20" East, 12.00 feet along said East line of 40.00 foot Ingress and Egress easement to the POINT OF BEGINNING.

Said New Waterline Easement contains 11,541 square feet or 0.2649 acres more or less.



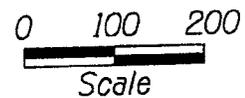
# EXHIBIT A1 NEW WATERLINE EASEMENT

THAT PORTION OF A CERTAIN PROPERTY DESCRIBED IN INSTR. NO. 10-0535961  
RECORDS OF MARICOPA COUNTY, ARIZONA, LYING WITHIN THE NW4 OF  
SECTION 1, T2N, R2W, OF THE G&SRM, MARICOPA COUNTY, ARIZONA



DATA TABLE

1	S89°48'26"E	1355.75'
2	S00°11'34"W	65.00'
3	S00°54'20"W	731.96'
4	S89°48'14"E	960.91'
5	S06°55'15"E	12.09'
6	N89°48'14"W	962.56'
7	N00°54'20"E	12.00'



1



7720 North 16th Street  
Suite 100 - Phoenix, AZ  
85020 - 602.371.1100

GLENDALE ONBOARD TRANSPORTATION PROGRAM

NORTHERN AVE. & S.R. 303

**EXHIBIT "B"**

**LEGAL DESCRIPTION FOR  
NEW WATERLINE EASEMENT**

That portion of a certain property described in Instrument No. 10-0535961, records of Maricopa County, Arizona, said property lying within the Northwest quarter of Section 1, Township 2 North, Range 2 West, of the Gila and Salt River Meridian, Maricopa County, Arizona, said portion being more particularly described as follows:

COMMENCING at the Northwest corner of said Section 1 (brass cap in handhole) from which the North quarter corner of said Section 1 (aluminum cap flush) bears South 89°48'26" East, 2633.29 feet;

thence South 89°48'26" East, 1355.75 feet along the North line of said Northwest quarter of Section 1;

thence departing said North line South 00°11'34" West, 65.00 feet to the South right of way of West Northern Avenue and the Northeast corner of a 40.00 foot Ingress and Egress easement set forth as "PARCEL NO. 2" in Instrument No. 08-0848861, records of Maricopa County, Arizona;

thence departing said South right of way South 00°54'20" West, 731.96 feet along the East line of said 40.00 foot Ingress and Egress easement to the POINT OF BEGINNING;

thence continuing South 00°54'20" West, 12.00 feet along said East line to the Southeast corner of said 40.00 foot Ingress and Egress easement and a southerly line of said certain property described in Instrument No. 10-0535961;

thence North 89°48'14" West, 21.38 feet along the line common to said South line of a 40.00 foot Ingress and Egress easement and said southerly line of certain property;

thence departing said common line North 00°14'40" East, 12.00 feet;

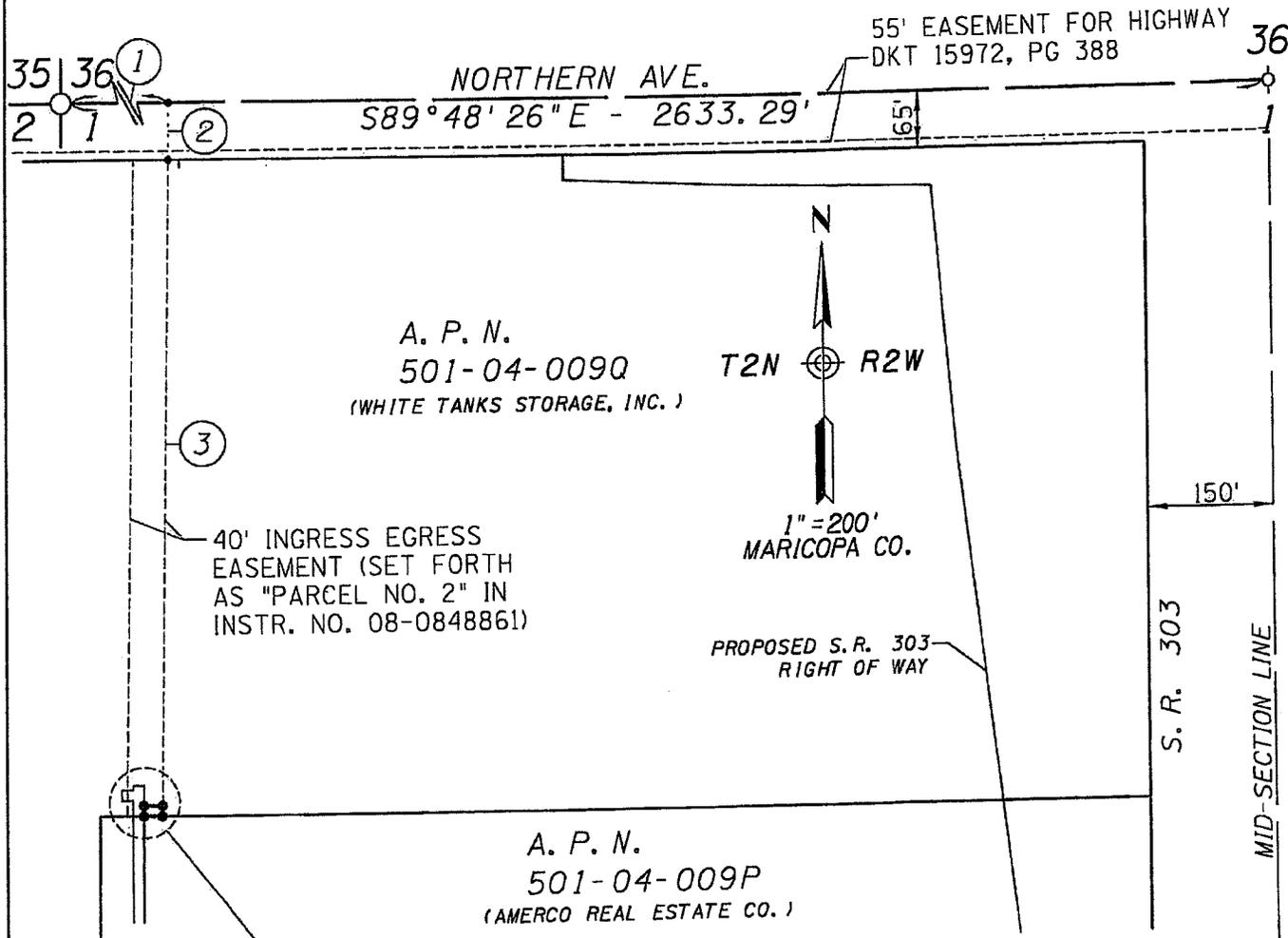
thence South 89°48'14" East, 21.51 feet to the POINT OF BEGINNING.

Said New Waterline Easement contains 257 square feet or 0.0059 acres more or less.



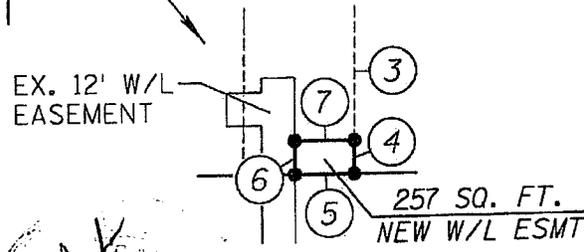
# EXHIBIT B1 NEW WATERLINE EASEMENT

THAT PORTION OF A CERTAIN PROPERTY DESCRIBED IN INSTR. NO. 10-0535961  
RECORDS OF MARICOPA COUNTY, ARIZONA, LYING WITHIN THE NW4 OF  
SECTION 1, T2N, R2W, OF THE G&SRM, MARICOPA COUNTY, ARIZONA



**DATA TABLE**

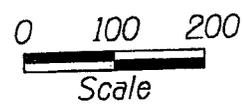
1	S89°48'26"E	1355.75'
2	S00°11'34"W	65.00'
3	S00°54'20"W	731.96'
4	S00°54'20"W	12.00'
5	N89°48'14"W	21.38'
6	N00°14'40"E	12.00'
7	S89°48'14"E	21.51'



257 SQ. FT.  
NEW W/L ESMT

EX. 12' W/L  
EASEMENT

*Handwritten signature and date: GEP 14/7/12*



**URS** 7720 North 16th Street  
Suite 100 - Phoenix, AZ  
85020 - 602.371.1100

GLENDALE ONBOARD TRANSPORTATION PROGRAM  
NORTHERN AVE. & S.R. 303

## EXHIBIT "C"

### WHEN RECORDED, RETURN TO:

City Clerk, City of Glendale  
5850 West Glendale Avenue, Suite 455  
Glendale, Arizona 85301

### WATERLINE EASEMENT

In consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, **WHITE TANKS STORAGE, INC., an Arizona corporation, also shown of record as WHITE TANK STORAGE, INC., an Arizona corporation** ("Grantor"), does hereby give, grant and convey to **CITY OF GLENDALE**, an Arizona municipal corporation, and its successors and assigns (collectively, "Grantee"), a perpetual easement and a free, uninterrupted and unobstructed right of way to install, construct, operate, maintain, inspect, repair, replace and add to water lines, attached facilities, including laterals and connections for the distribution of water, and appurtenant facilities (collectively, "Grantee's Facilities") upon, across, above and under the surface of the premises hereinafter described.

The property of Grantor subject to the easement and right of way granted herein is more particularly described in Instrument No. 10-0535961, Records of Maricopa County, Arizona, ("Grantor's Premises"). The easement and right of way granted herein encompass the premises described in Exhibits A, A1, B and B1 attached hereto and by this reference made a part hereof.

Together with the right to Grantee, either using its own personnel or contractors, to (i) enter in and upon the easement and right of way granted herein with personnel and machinery, vehicles and material at any and all times to install, operate, repair, replace, maintain, remove and add to Grantee's Facilities, (ii) remove trees, bushes, undergrowth and other obstructions interfering with Grantee's enjoyment of its rights granted herein, and (iii) do anything necessary, useful or convenient for the enjoyment of its rights granted herein, with access to and egress from the easement granted herein to permit normal operations of Grantee in connection with Grantee's Facilities. Grantee will have unrestricted access to the easement granted herein for activities described above and formal notification of or approval by any entity or association prior to accessing the easement will not be required. Grantor acknowledges that Grantee's Facilities are or will be above and below ground and that the installation, construction, maintenance, repair and replacement of, or addition to, Grantee's Facilities may require the use of heavy equipment by Grantee. Additionally, these facilities may require maintenance and/or repair anytime, day or night.

The right of Grantor to freely use and enjoy its interest in the premises is reserved to Grantor, its successors and assigns insofar as the exercise thereof does not endanger or interfere with Grantee's exercise of its rights under this Easement or with Grantee's Facilities located within the easement granted hereby. Without limiting the generality of the foregoing, Grantor shall have the right to construct and erect fences, to install landscaping, parking facilities and driveways, and to establish other uses which are not inconsistent with Grantee's uses within the limits of the easement granted herein and in a manner which will not unreasonably interfere with Grantee's rights granted under this Easement. Notwithstanding the foregoing, (i) Grantor shall not erect or construct or permit to be erected or constructed any building, structure or similar improvement within the limits of the easement granted herein, (ii) Grantor shall not, nor permit, the grade over Grantee's facilities to be substantially altered without, in each instance, the prior written consent of Grantee, and (iii) Grantor agrees that no other pipes or conduits shall be placed within the premises subject to the easement granted herein, except pipes crossing Grantee's Facilities at right angles, in which case, a minimum vertical distance of two (2) feet (as measured from the closest points on the outside edges) shall be maintained between Grantee's Facilities and such other pipes or conduits. Unless Grantee's expressly consents in writing otherwise, any and all sewer pipes crossing the easement granted herein shall be laid below Grantee's Facilities.

This Easement and the rights granted to Grantee herein constitute a covenant running with the land for the benefit of Grantee and shall be binding upon Grantor and its successors and assigns. Grantee shall have the full and unrestricted right to assign all or any of its rights hereunder to one or more third parties for the uses herein permitted, individually or jointly with Grantee. Grantor further warrants and covenants to Grantee that Grantor is the owner in fee simple of Grantor's Premises and has good title to convey the rights granted hereunder to Grantee and that Grantee shall quietly enjoy the easement and right of way granted herein.

IN WITNESS WHEREOF, the Grantor has executed this Easement as of the day and year first written below.

WHITE TANKS STORAGE, INC., an Arizona corporation,  
also shown of record as WHITE TANK STORAGE, INC., an Arizona corporation

By: Bob Garland  
Its Secretary

STATE OF ARIZONA            )  
  )ss.  
COUNTY OF MARICOPA    )



BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this 22nd day of Sept, 2011 personally appeared Bob Garland, who acknowledged himself to be the Secretary of WHITE TANKS STORAGE, INC., also shown of record as WHITE TANK STORAGE, INC., and that he as such officer, being authorized to do so, executed the foregoing Waterline Easement and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Christine A. Leitch  
Name

\_\_\_\_\_  
Title

My Commission expires:  
July 18, 2012

APPROVED AS TO FORM:  
  
\_\_\_\_\_  
Craig Tindall, City Attorney

**EXHIBIT "D"**

**LEGAL DESCRIPTION FOR  
TEMPORARY CONSTRUCTION EASEMENT**

That portion of a certain property described in Instrument No. 10-0535961, records of Maricopa County, Arizona, said property lying within the Northwest quarter of Section 1, Township 2 North, Range 2 West, of the Gila and Salt River Meridian, Maricopa County, Arizona, said portion being more particularly described as follows:

COMMENCING at the Northwest corner of said Section 1 (brass cap in handhole) from which the North quarter corner of said Section 1 (aluminum cap flush) bears South 89°48'26" East, 2633.29 feet;

thence South 89°48'26" East, 1317.14 feet along the North line of said Northwest quarter of Section 1;

thence departing said North line South 00°11'34" West, 788.90 feet to the POINT OF BEGINNING;

thence South 89°48'14" East, 989.42 feet to the proposed westerly right of way of State Route 303 (S.R. 303);

thence South 06°55'15" East, 8.06 feet along said proposed westerly right of way;

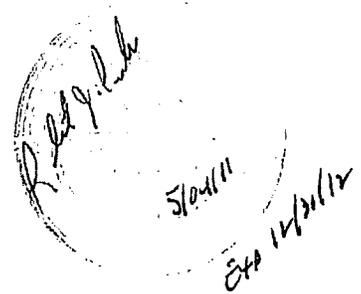
thence departing said proposed right of way North 89°48'14" West, 982.43 feet;

thence South 00°14'40" West, 12.00 feet to a southerly line of said certain property described in Instrument No. 10-0535961;

thence North 89°48'14" West, 8.00 feet along said southerly line;

thence departing said southerly line North 00°14'40" East, 20.00 feet to the POINT OF BEGINNING.

Said Temporary Construction Easement contains 8,015 square feet or 0.1840 acres more or less.

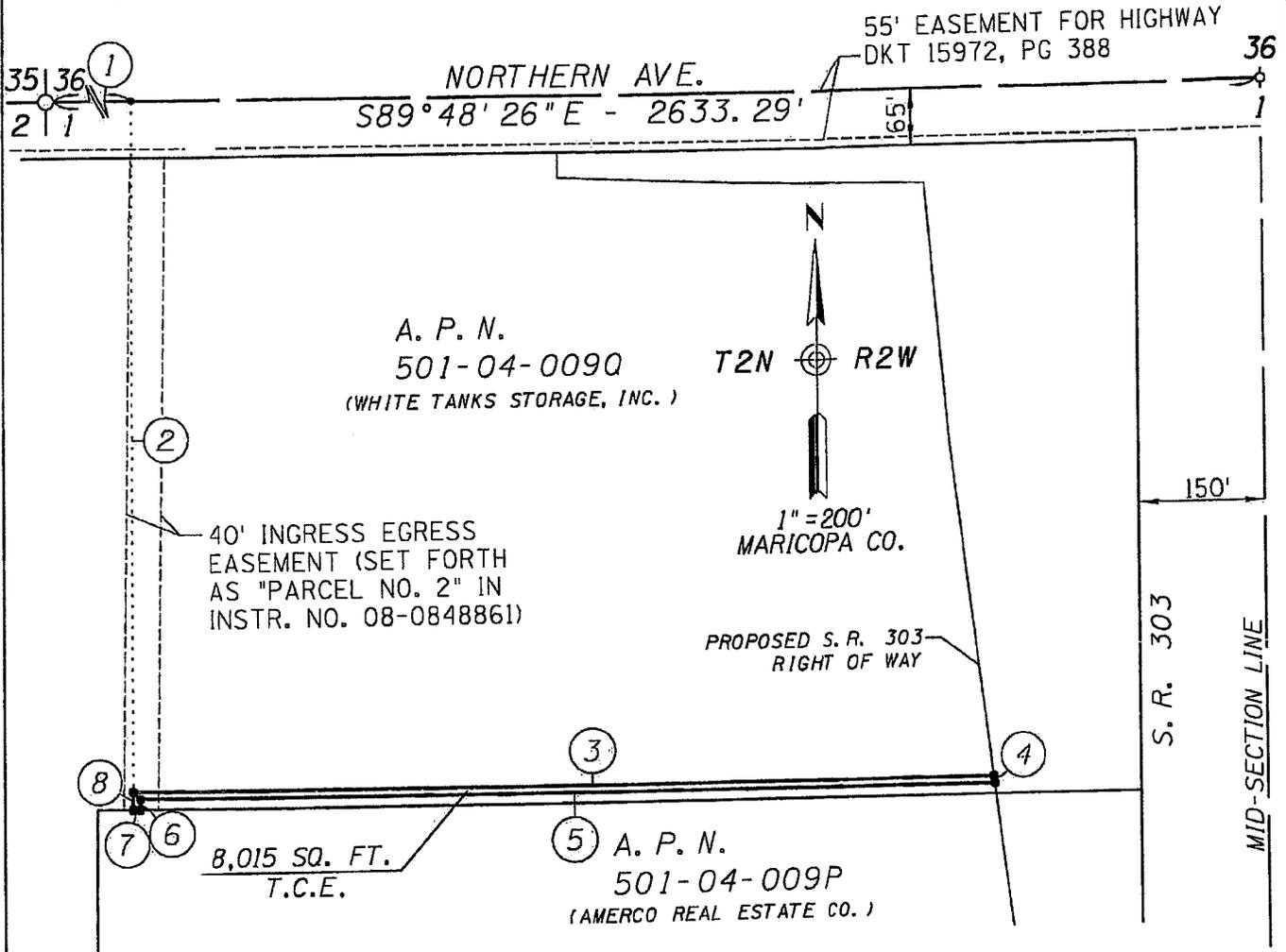


A circular stamp containing a handwritten signature, possibly 'R. J. ...', and a date '5/10/11'. Below the stamp, the date 'EPA 14/2/12' is handwritten.

# EXHIBIT D1

## TEMPORARY CONSTRUCTION EASEMENT

THAT PORTION OF A CERTAIN PROPERTY DESCRIBED IN INSTR. NO. 10-0535961  
 RECORDS OF MARICOPA COUNTY, ARIZONA, LYING WITHIN THE NW4 OF  
 SECTION 1, T2N, R2W, OF THE G&SRM, MARICOPA COUNTY, ARIZONA



DATA TABLE

1	S89°48'26"E	1317.14'
2	S00°11'34"W	788.90'
3	S89°48'14"E	989.42'
4	S06°55'15"E	8.06'
5	N89°48'14"W	982.43'
6	S00°14'40"W	12.00'
7	N89°48'14"W	8.00'
8	N00°14'40"E	20.00'

*Robert G. White*  
 SLOAN  
 EPA 11/11/12

0 100 200  
 Scale

**URS** 7720 North 16th Street  
 Suite 100 - Phoenix, AZ  
 85020 - 602.371.1100

GLENDALDE ONBOARD TRANSPORTATION PROGRAM  
 NORTHERN AVE. & S.R. 303

**EXHIBIT "E"**

**TEMPORARY CONSTRUCTION EASEMENT**

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For good and valuable consideration, **White Tanks Storage, Inc., an Arizona corporation, also shown of record as WHITE TANK STORAGE, INC., an Arizona corporation**, hereafter termed Grantor, does hereby grant to the City of Glendale, an Arizona Municipal Corporation, hereafter termed Grantee, an exclusive temporary construction easement (TCE) for use by its agents and contractors under Grantee's direction, to perform construction related to installation of a waterline in an adjacent waterline easement (see Exhibits A, A1, B, B1, C). The TCE is the following described property, situated in Maricopa County, Arizona:

**See Attached Legal Description Exhibit "D" and Exhibit "D1"**

The Grantee, to the extent practicable, shall leave the Property in the same condition as existing immediately prior to Grantee's entry or exercise due diligence in returning the property to its original state.

This Temporary Construction Easement shall expire and terminate automatically 30 days after the completion of the project.

Dated this 22<sup>nd</sup> day of September, 2011.

**WHITE TANKS STORAGE, INC., an Arizona corporation,  
also shown of record as WHITE TANK STORAGE, INC., an Arizona corporation**

By: \_\_\_\_\_  
\_\_\_\_\_

Its: Secretary