

325

WHEN RECORDED RETURN TO:

Queen Creek Partners Limited Partnership
c/o William H. Jury
Gallagher & Kennedy, P.A.
2600 North Central Avenue
Phoenix, Arizona 85004-3020

RECORDED IN OFFICIAL RECORDS
OF MARICOPA COUNTY, ARIZONA
MAR 05 '91 -2 00
HELEN PURCELL, County Recorder
FEE 10⁰⁰ PGS 6 LAW

GRANT OF EASEMENT

91 091128

IN CONSIDERATION OF TEN DOLLARS and other good and valuable consideration, receipt of which is acknowledged, QUEEN CREEK PARTNERS LIMITED PARTNERSHIP, an Arizona limited partnership ("Grantor"), does hereby grant and convey to QUEEN CREEK WATER COMPANY, an Arizona corporation ("Grantee"), a perpetual easement and right-of-way to use, maintain, repair and replace the underground irrigation water line situated upon the following described property:

SEE LEGAL DESCRIPTION
attached hereto as Exhibit "A"
and by this reference made a part hereof

The easement is granted for the benefit of and is appurtenant to the following described property (the "Benefitted Property"):

Lots 1 through 50, Queen Creek Ranchettes,
according to the plat recorded in Book 328 of
Maps, Page 47, records of Maricopa County, Arizona

Installation of the water line has been completed by and at the sole expense of Grantor, but all maintenance, repair and replacement shall be done by and at the expense of Grantee. Grantor retains the right to use the water line, and to receive and use water therefrom, and to use the easement area so long as such use does not interfere with Grantee's use of and access to the water line. The water line shall remain underground, but any standpipes or other structures or equipment necessary for use of the water line may be maintained above ground.

The easement is non-exclusive, and Grantor reserves the right to grant easements and rights-of-way to other persons or entities over, under or within the easement area. In addition, Grantor retains the rights to permit or grant easement rights to other persons or entities (collectively, the "Other Users") to tap into and use the water line, and to receive and use water therefrom, so long as such additional use does not impair the

91 091128

quality or quantity of water required by the Benefitted Property, the Other Users comply with the Arizona Groundwater Code and any and all other statutes, rules or regulations affecting water rights and usage, and the Other Users contribute to the cost of maintenance, repair and replacement of the water line proportionate to their use of water from the water line (or in such other manner as Grantee and the Other Users shall agree to among themselves).

This Easement Agreement and the covenants herein shall run with the land and be binding upon and inure to the benefit of Grantor and Grantee and their respective successors and assigns.

IN WITNESS WHEREOF, Grantor has executed this Grant of Easement as of February 8, 1991.

QUEEN CREEK PARTNERS LIMITED PARTNERSHIP,
an Arizona limited partnership

By Combined Resources, Ltd, an Arizona
general partnership
Its General Partner

By William H. Jury
William H. Jury
Its General Partner

By William B. Hubbard, Jr.
William B. Hubbard, Jr.
Its General Partner

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 8th day of February, 1991, by William H. Jury, a general partner of Combined Resources, Ltd., an Arizona general partnership, on behalf of the partnership as the general partner of Queen Creek Partners Limited Partnership, an Arizona limited partnership.

Sheila Buchanan
Notary Public

My Commission Expires:

7-13-93

91 091128

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 8 day of February, 1991, by William B. Hubbard, Jr., a general partner of Combined Resources, Ltd., an Arizona general partnership, on behalf of the partnership as the general partner of Queen Creek Partners Limited Partnership, an Arizona limited partnership.

Shirley Buchanan
Notary Public

My Commission Expires:

7-13-93

91 091128

CONSENT AND NON-DISTURBANCE AGREEMENT

PJM PARTNERSHIP ("PJM"), an Arizona general partnership, the holder of the promissory note secured by that certain Deed of Trust (the "Deed of Trust") made by Queen Creek Partners Limited Partnership, an Arizona limited partnership, as trustor, to Chicago Title Agency of Arizona, Inc., an Arizona corporation, as trustee, for the benefit of PJM, as beneficiary, dated May 15, 1985, recorded May 15, 1985 at Document No. 85-222292, in the office of the Recorder, Maricopa County, Arizona, hereby consents to the foregoing Grant of Easement, and agrees, in the event foreclosure of the Deed of Trust occurs, not to foreclose or otherwise disturb the easement created and granted by the Grant of Easement or any rights of Grantee incident thereto.

Dated: February 28, 1991.

PJM PARTNERSHIP, an Arizona general partnership

By The Patrick J. McGroder III, P.C.
Defined Benefit Pension Plan,
Its General Partner

By [Signature]
Its Trustee

By The Patrick J. McGroder, III, P.C.
Money Purchase Pension Plan
Its General Partner

By [Signature]
Its Trustee

STATE OF ARIZONA)
County of Maricopa) ss.

The foregoing instrument was acknowledged before me this 28th day of February, 1991, by Patrick J. McGroder, III, Trustee of The Patrick J. McGroder, III, P.C., Defined Benefit Pension Plan and The Patrick J. McGroder, III, P.C. Money Purchase Plan the General Partners of PJM PARTNERSHIP, an Arizona general partnership, on behalf of the partnership.

[Signature]
Notary Public

My Commission Expires:

5-14-92
G:\102\misc\crl\grantofeasent



91 091128
DEF 2065

LEGAL DESCRIPTION
PRIVATE IRRIGATION EASEMENT

A PORTION OF SECTION 20, T2S, R7E, G&SRB&M, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTH 10.00 FEET OF THE N 1/2 OF THE SE 1/4 OF SAID SECTION 20, EXCEPT THE EAST 40.00 FEET THEREOF.

TOGETHER WITH THE WEST 10.00 FEET OF THE EAST 50.00 FEET OF THE NORTH 1300.00 FEET OF THE N 1/2 OF THE SE 1/4 OF SAID SECTION 20.

TOGETHER WITH THE WEST 55.00 FEET OF THE EAST 95.00 FEET OF THE SOUTH 10.00 FEET OF THE NORTH 1300.00 FEET OF THE N 1/2 OF THE SE 1/4 OF SAID SECTION 20.

TOGETHER WITH THE WEST 50.00 FEET OF THE EAST 145.00 FEET OF THE SOUTH 50.00 FEET OF THE NORTH 1300.00 FEET OF THE N 1/2 OF THE SE 1/4 OF SAID SECTION 20.

TOGETHER WITH THE EAST 37.00 FEET OF THE NORTH 10.00 FEET OF THE N 1/2 OF THE SW 1/4 OF SAID SECTION 20.

TOGETHER WITH THE SOUTH 8.00 FEET OF THE S 1/2 OF THE NW 1/4 OF SAID SECTION 20, EXCEPT THE WEST 1161.00 FEET THEREOF.

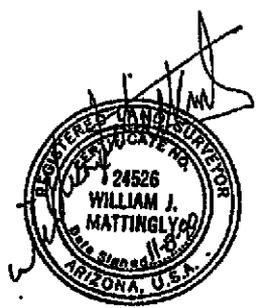
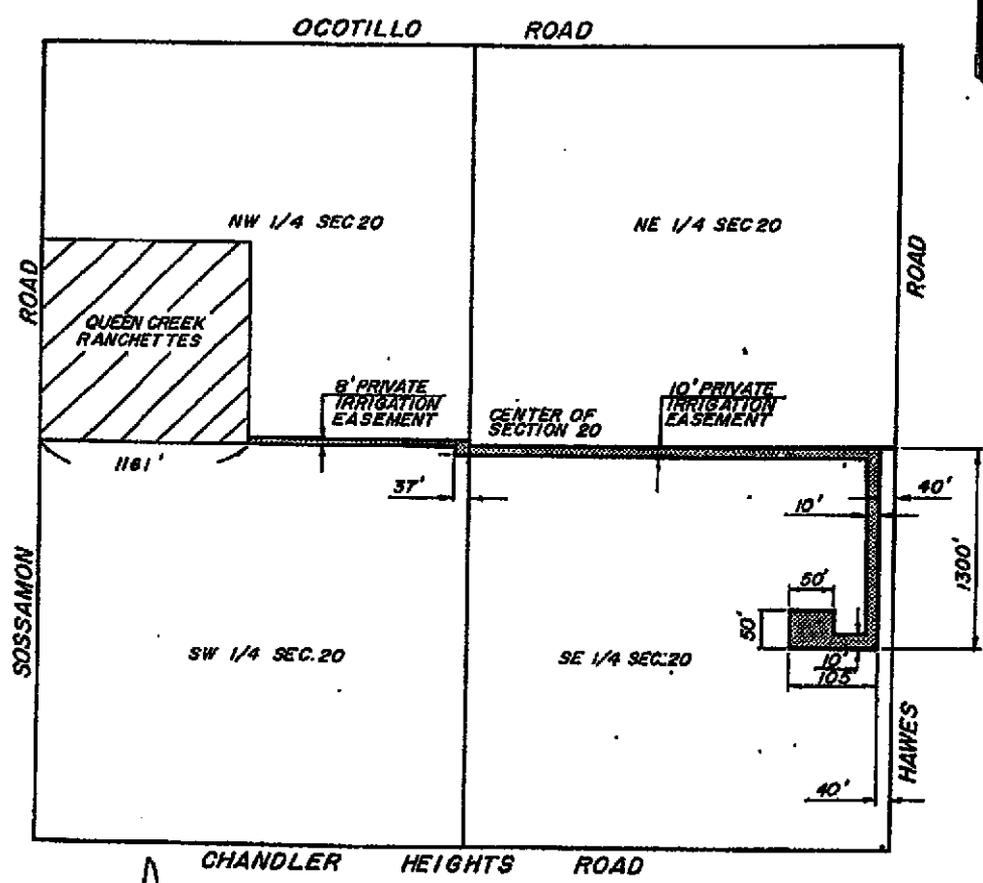


EXHIBIT "A"
Page 1 of 2

5440 North 40th Street • Suite #201 • Phoenix, Arizona 85018 • (602) 954-0038 • FAX (602) 955-9309

**Development
Engineering**
5110 North 40th Street, Suite 201
Phoenix, Arizona 85018
(602) 954-0038

91 091128



IRRIGATION EASEMENT
EXHIBIT
SECTION 20, T.2S., R.7E., G.S.S.R.B.B.M.
EXHIBIT "A"
Page 2 of 2

JOB NO. 2068