

FILED  
07/31/03 10:00am  
MICHAEL K. JEANES, Clerk  
By C. Herndon  
Deputy

Douglas G. Zimmerman - 002067  
Scott I. Palumbo -021271  
**JENNINGS, STROUSS & SALMON, P.L.C.**  
A Professional Limited Liability Company  
16150 N. Arrowhead Fountains Center Drive,  
Suite 250  
Peoria, Arizona 85382-4754  
Telephone: (602) 262-5911

**COPY FOR CERTIFICATION**

**CERTIFIED COPY**

Attorneys for Plaintiff

**IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**

**IN AND FOR THE COUNTY OF MARICOPA**

**SALT RIVER PROJECT AGRICULTURAL  
IMPROVEMENT AND POWER DISTRICT**, an  
agricultural improvement district organized and  
existing under the laws of the State of Arizona,

Plaintiff,

vs.

**GILBERT-CHANDLER HEIGHTS, L.L.C.**, an Arizona  
limited liability company; **PINNACLE INCOME  
INVESTORS, L.L.C.**, an Arizona limited liability  
company; **OLYMPIAN PROPERTIES LIMITED  
PARTNERSHIP XII**, an Arizona limited partnership;  
**MARICOPA COUNTY**; **JOHN DOES 1-10**; **JANE  
DOES 1-10**; **ABC COMPANIES 1-10**; **UNKNOWN  
OWNERS**; **UNKNOWN HEIRS, SUCCESSORS AND  
DEVISEES OF ANY OF THE ABOVE-NAMED  
DEFENDANTS, IF DECEASED**,

Defendants.

No.CV2003-010871

**ORDER OF IMMEDIATE  
POSSESSION AND PUBLIC  
USE AND NECESSITY**

(Priority Case, A.R.S. § 12-  
1121(B))

Parcel No. 304-61-023L  
(Assigned to the Honorable  
Frank T. Galati)

Upon application by the Plaintiff, good cause appearing therefor, this Court finds that the purpose described in Plaintiffs' Complaint is a public use for which the power of eminent domain may be exercised; that the use to which the property sought to be acquired by this action is to be put is a use authorized by law; that the taking of the property sought to be acquired by the action is necessary to such use as determined by the

1 Board of Directors of the Salt River Project Agricultural Improvement and Power  
2 District; and that this Court has jurisdiction over the property sought to be acquired by  
3 this action;

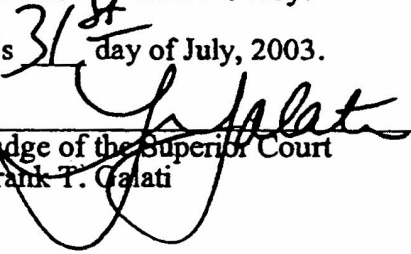
4 NOW, THEREFORE, IT IS ORDERED, that Plaintiff, Salt River Project  
5 Agricultural Improvement and Power District, has the right to possession of the real  
6 property identified in Plaintiff's Complaint herein, depicted and legally described in  
7 Exhibit "A" attached hereto, upon the deposit of \$ 64,000<sup>00</sup> with the Arizona State  
8 Treasurer.

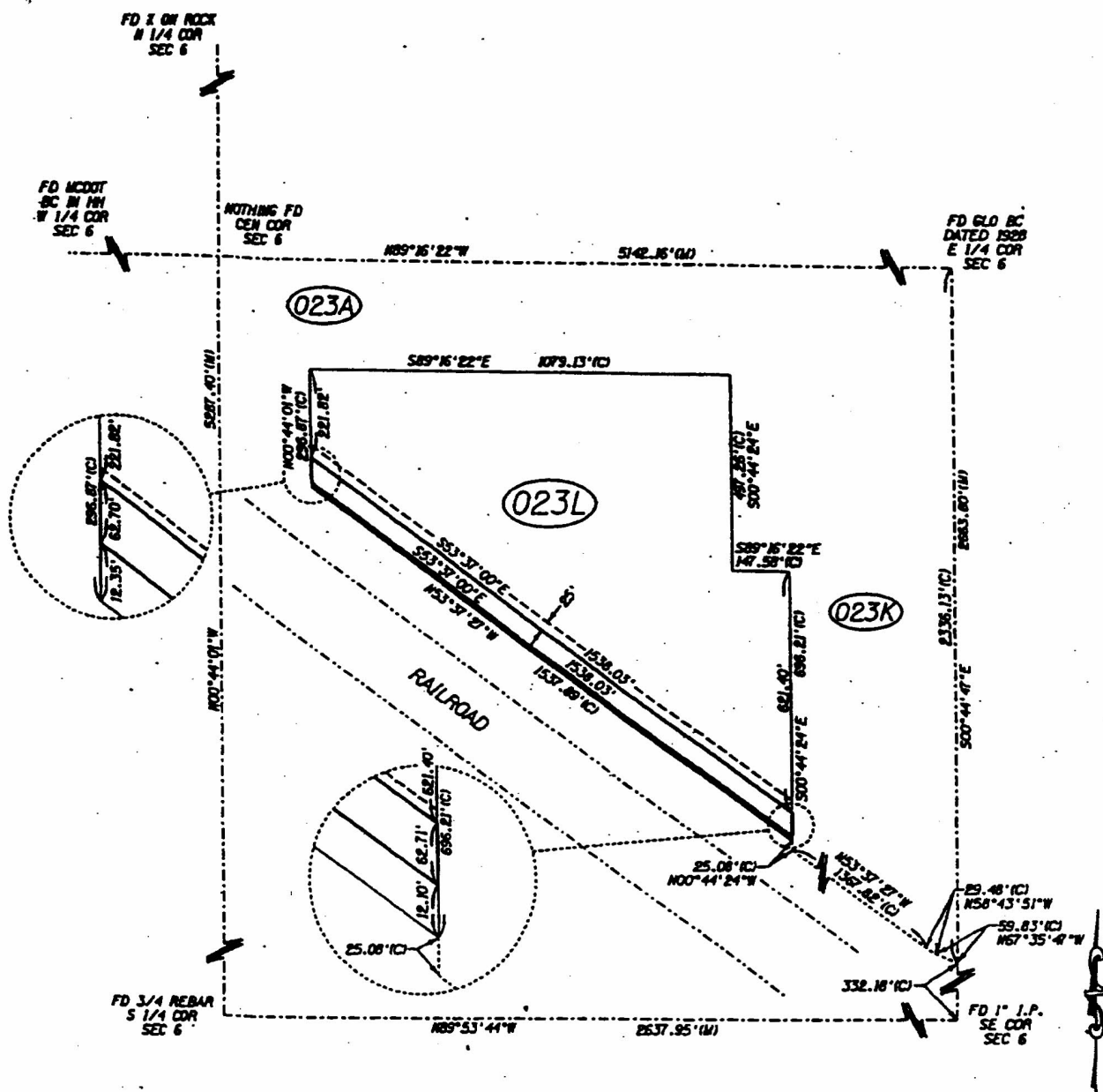
9 IT IS FURTHER ORDERED that in the event all of the parties having an  
10 interest in the property taken hereby and the Plaintiff do not agree and stipulate to the  
11 withdrawal of the cash deposit heretofore made with the Treasurer, then Plaintiff shall  
12 have the unilateral right to substitute a bond in the amount of the probable damages  
13 referred to above, in a form to be approved by the Court in accordance with A.R.S. § 12-  
14 1116(H).

15 IT IS FURTHER ORDERED that a condition precedent to the release of  
16 the deposit referred to above will be the execution of a stipulation by all named parties  
17 and order of the Court, in order to withdraw the amount on deposit with the Treasurer,  
18 referred to herein.

19 IT IS FURTHER ORDERED that this Order in no way affects the right of  
20 the Defendants herein to pursue this matter to trial for the purposes of obtaining a  
21 judgment as to the actual compensation due for the taking of the parcel of real property  
22 referred to in Plaintiff's Complaint, as determined by Court or Jury.

23 DONE IN OPEN COURT this 31<sup>st</sup> day of July, 2003.

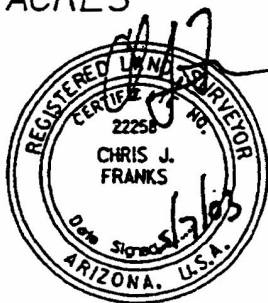
24   
25 \_\_\_\_\_  
26 Judge of the Superior Court  
Frank T. Galati



APN 304-61-023L  
 NEW EASEMENT  
 AREA = 1.765 ACRES  
 TCE AREA = 0.883 ACRES

# LEGEND

- SECTION AND CENTERLINE
- NEW PIPELINE EASEMENT
- EXISTING RAILROAD R/W
- TEMP CONSTRUCTION EASEMENT
- PROPERTY LINE
- MEASURED
- CALCULATED



(BASIS OF BEARING FOR THIS EXHIBIT)  
 BOUNDARY PERIMETER INFORMATION SHOWN  
 HEREON IS BASED UPON T-23-8002 SURVEY BY  
 AMEC INFRASTRUCTURE, RL155573, JOB 01-1999-150

N.T.S.

SALT RIVER PROJECT A.I.  
 & POWER DISTRICT  
 MARICOPA COUNTY, ARIZONA

SANTAN PLANT EXPANSION PROJECT  
 GAS SUPPLY PIPELINE  
 SE 1/4, SECTION 6, T2S-R7E  
 SRP JOB #742  
 PIPELINE EASEMENT

DESIGNED N/A AGENT  
 DRAWN R.E.S. APPROVED  
 DATE 01/15/2003  
 SCALE N.T.S. SHEET 1 OF 1

EXHIBIT "A"

14631 PM 5/7/2003

...-304-61-023L -2 of 2.dgn

**WHEN RECORDED MAIL TO:**

**SALT RIVER PROJECT**

Land Department/PAB400

P. O. Box 52025

Phoenix, Arizona 85072-2025

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**UNDERGROUND NATURAL GAS SUPPLY PIPELINE EASEMENT**

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Maricopa County  
Parcel # 304-61-023L

R/W # 2116 Agt. CDB  
Job # 742  
W \_\_\_\_\_ C \_\_\_\_\_

**Gilbert-Chandler Heights. L.L.C., an Arizona Limited Liability Company,**

hereinafter called Grantor, for and in consideration of the sum of One Dollar, and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant and convey to **SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT**, an agricultural improvement district organized and existing under the laws of the State of Arizona, its agents, employees, contractors and permittees and its and their respective successors and assigns, hereinafter called the Grantee, a right of way and easement in, upon, over, under, across, through and along the lands hereinafter described (such lands hereinafter described being sometimes referred to herein as the "Easement Property"), to locate and survey a route, construct, entrench, install, maintain, remove, reconstruct, replace, repair, operate, and protect a natural gas pipeline or pipelines with necessary valve(s), cathodic equipment and aboveground appurtenances thereto (collectively, the "Facilities") for the transportation and delivery of natural gas and for all operational and maintenance purposes connected therewith at such locations and elevations, in, upon, over, under, across, through and along the Easement Property, as Grantee may now or hereafter deem convenient or necessary from time to time. The right of way and easement shall carry with it the right of ingress and egress to and from, and access on and along, said right of way and easement, with the right to use existing roads for the purpose of constructing, inspecting, repairing, protecting and maintaining the Facilities and the removal or replacement of the same at will, either in whole or in part, and the replacement of such pipeline with either like or different size pipe. During temporary periods Grantee may use such portion of the property along and adjacent to the Easement Property as may be reasonably necessary in connection with the construction, maintenance, repair, removal or replacement of the Facilities.

The lands in, upon, over, under, across, through and along which this easement is granted are situated in the County of Maricopa, State of Arizona, and are more particularly described as:

**SAID EASEMENT PROPERTY DELINEATED ON EXHIBIT "A" ATTACHED HERETO AND  
MADE A PART HEREOF**

**CAUTION:** Facilities placed within the Easement Property may contain gas pipeline equipment. Notice is hereby given that the location of underground facilities must be verified as required by Arizona Revised Statutes, Section 40-360.21, et. seq., Arizona Blue Stake Law, prior to any excavation.

Grantee shall, during initial construction, bury the pipeline(s) not less than six feet below the then existing surface of the land.

Grantor shall not, without the prior written consent of GRANTEE, construct, install or place, or permit to be constructed, installed or placed, any building or other structure, plant any trees, drill any well, store materials of any kind, or alter ground level by cut or fill, within the area of the Easement Property.

Grantee shall have the right (but not the obligation) to trim, cut and clear away trees, brush or other vegetation on the Easement Property whenever in its judgment the same shall be necessary for the convenient and safe exercise of the rights herein granted.

In the event Grantee records a document to formally abandon the easement granted herein, all Grantee's rights hereunder shall cease, except the right to remove any and all property placed upon the Easement Property within a reasonable time subsequent to such abandonment.

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, personal representatives, legal representatives, successors (including successors in ownership and estate), assigns and lessees of the Grantor and Grantee. Grantee may assign the rights and easements herein granted, either in whole or in part, subject to the terms of this grant, and such rights and easements shall be covenants running with the land and be binding upon Grantor and Grantor's heirs, legal representatives and successors in title.

**THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK**

The individual executing this document represents and warrants: (i) that he or she is authorized to do so on behalf of Grantor; (ii) that he or she has full legal power and authority to bind Grantor in accordance with the terms herein and, if necessary, has obtained all required consents or delegations of such power and authority (whether from any partner, owner, spouse, shareholder, director, member, manager, creditor, investor, developer, governmental authority, judicial or administrative body, association, or other person or entity); and (iii) that the execution, delivery, and performance by Grantor of this document and all others relating to the easement will not constitute a default under any agreement to which Grantor is a party. The individual executing this document shall indemnify, defend and hold harmless Grantee for, from and against any and all losses, costs, expenses, liabilities, claims, demands, and actions of any kind or nature, including court costs and attorneys' fees, arising or accruing as a result of the falsity of any of his or her representations and warranties contained in this document.

IN WITNESS WHEREOF, **Gilbert-Chandler Heights. L.L.C., an Arizona Limited Liability Company**, has caused its name to be executed by its duly authorized representative(s), this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**Gilbert-Chandler Heights. L.L.C.,**

By \_\_\_\_\_

Its \_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_

**ALL PURPOSE ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_) ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
before me, the undersigned, a Notary Public  
in and for said State, personally appeared

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ to me personally known

or \_\_\_\_\_ provided to me on the basis  
of satisfactory evidence to be the person(s)  
whose name(s) is/are subscribed to the within  
instrument and acknowledged to me that  
he/she/they executed the same in his/her/their  
authorized capacity(ies), and that by  
his/her/their signature(s) on the instrument  
the person(s), or the entity upon behalf of  
which the person(s) acted, executed the  
instrument.

NOTARY : \_\_\_\_\_  
(Sign in Ink)

My Commission Expires: \_\_\_\_\_

SEAL:

**CAPACITY CLAIMED BY SIGNER**

\_\_\_\_\_ INDIVIDUAL  
\_\_\_\_\_ CORPORATION  
\_\_\_\_\_ LIMITED LIABILITY CORP.  
Title(s) of Corporate Officers(s):  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ Corporate Seal is affixed  
\_\_\_\_\_ No Corporate Seal procured

\_\_\_\_\_ PARTNER(s)  
\_\_\_\_\_ Limited Partnership  
\_\_\_\_\_ General Partnership

\_\_\_\_\_ LIMITED LIABILITY COMPANY  
\_\_\_\_\_ ATTORNEY-IN-FACT  
\_\_\_\_\_ EXECUTOR(s),  
\_\_\_\_\_ ADMINISTRATOR(s),  
\_\_\_\_\_ or TRUSTEE(s):  
\_\_\_\_\_ GUARDIAN(s)  
\_\_\_\_\_ or CONSERVATOR(s)  
\_\_\_\_\_ OTHER  
\_\_\_\_\_  
\_\_\_\_\_

**SIGNER IS REPRESENTING:**  
List name(s) of persons(s) or entity(ies):  
\_\_\_\_\_  
\_\_\_\_\_

**Note: This instrument is exempt from the real estate transfer fee and affidavit of legal value required under A.R.S. Sections 11-1131 and 11-1132 pursuant to the exemptions set forth in A.R.S. Sections 11-1134(A)(2) and (A)(3).**