ARIZONA DEPARTMENT OF TRANSPORTATION
HIGHWAYS DIVISION
RIGHT OF WAY SECTION
PROPERTY MANAGEMENT SERVICES

LAND LEASE RA998

Project QRF-028-1(9)
Parcel 7-2627

Monthly Payment $75

THIS LEASE entered into this 24th day of May, 1977, by and between the Arizona Department of Transportation, Highways Division, acting by and through its Transportation Board, hereinafter referred to as Lessor and Western Savings and Loan Association, an Arizona Corporation, hereinafter referred to as Lessee, who agrees to lease the State-owned property as legally described on the attached sheet marked Exhibit A for the purpose of storage and maintenance for weed and dust control. The rental rate is established at $75 per month commencing April 20, 1977. The first payment will be submitted upon the execution of this lease, and all following payments will be by check or cashier's check payable to the Arizona Department of Transportation and mailed or delivered to the Arizona Department of Transportation, Highways Division, Right of Way Operations, 205 South 17 Avenue, Phoenix, Arizona 85007.

THIS LEASE IS ALSO SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. All utilities and water charges shall be entered in the name of and paid by the Lessee.

2. Lessee acknowledges that Lessor's needs and requirements may necessitate survey or preliminary engineering studies to be made from time to time and agrees that Lessor may carry out such studies at any and all reasonable times.

3. Lessor specifically reserves a right of entry to the occupied lands at any and all times for such purposes as shall be required by the Lessor.

4. This agreement is made upon the express condition that the State of Arizona, its officers, agents and employees are to be free from any and all liability and claim for damage by reason of any injury to any person or persons including Lessee, and/or its employees or property of any kind whatsoever and to whomsoever belonging, including Lessee, from any cause or causes whatsoever while in, upon or in any way connected with said premises or the sidewalks adjacent thereto during the term of this lease or any extension hereof or any occupancy hereunder and Lessee hereby covenants and agrees to indemnify and save harmless that State of Arizona, its officers, agents and employees from all liability, loss, cost and obligations on account of or arising out of any injuries or losses so occurring on or adjacent to the leased premises.

5. The Lessee shall at his own expense, take out and keep in force during the within tenancy, public liability insurance in a company or companies to be approved by the Lessor to protect the State of Arizona, its officers, agents and employees against any liability to the public incident to the use of, or resulting from injury to, or death of, any person occurring in, or about, the demised premises in the amount of not less than $1,000,000 to indemnify against the claims of one or more persons resulting from any one accident, and

property damage or other insurance to protect Lessor, its officers, agents, and employees against any and every liability incident to the use of or resulting from any and every cause occurring in, or about, the demised premises, including any and all liability of the Lessor for damage to vehicles parked on the demised premises. Said policies shall inure to the contingent liabilities, if any, of the Lessor and the officers, agents and employees of Lessor and shall obligate the insurance carriers to notify Lessor, in writing, not less than fifteen (15) days prior to the cancellation thereof, or any other change affecting the coverage of the policies. If said policies contain any exclusion concerning property in the care, custody or control of the insured, an endorsement shall be attached thereto stating that such exclusion shall not apply with regard to any liability of the State of Arizona, its officers, agents, or every such policy within not more than ten (10) days after the effective date of the policy. Lessee or insurance company or companies shall furnish the Lessor with a copy of a certificate of insurance for the above-mentioned amount or amounts fourteen (14) days after the beginning date of this agreement.

6. That Lessee shall not assign his interest herein, and shall not sublease the aforesaid premises or permit same to be used by any person or firm without the express written consent of Lessor.

7. That the Lessee will keep property in neat, clean, and orderly condition at all times during occupancy, including watering of shrubs and lawns, and not permit rubbish, tin cans, garbage, etc., to accumulate at any time; not to commit, suffer or permit waste of use or permit any use of premises for any illegal or immoral purposes; and to comply with all State laws and local ordinances concerning said properties and the use thereof;

8. That Lessee shall have the responsibility for performing any repairs or maintenance upon the premises; and that Lessee, at Lessee's expense, shall make such repairs to the said premises and improvements as listed on the attached sheet marked Exhibit B, furnished by Lessor, and to keep the same in habitable condition or repair during the term of this agreement.

9. That the Lessee waives the right to claim damages from the Lessor for any damage resulting to said property in the event damaged or destroyed by fire or any other cause.

10. That this tenancy is temporary by reason of the fact that the Lessor has acquired the premises for highway pruposes. That in order to insure orderly progress will be made towards the removal of improvements on the premises, relocation of Lessee, including assistance allowed and required by law will be offered. That Lessee agrees to vacate or cause to be vacated the described premises on receipt of a written notice from the Lessor so to do, provided, however, that such notice be given in accordance with law. Nothing herein shall be deemed a waiver of any rights of Lessor to demand and obtain possession of said premises in accordance with law in the event of a violation on part of Lessee of any of the terms or conditions hereof.

11. That notwithstanding anything to the contrary, this agreement is subject to the provisions of A.R.S. 28-1841, et seq, and rules promulgated thereunder and 42 U.S.A. 4601-4639, et seq, and regulations promulgated thereunder, both as now existing or as may hereafter be amended during the term of the agreement which incorporated by this reference into this agreement and are made part hereof as though fully set forth herein and shall be paramount to any conflicting term of provision of this agreement. This clause shall not extend any rights to Lessee or impose any liability or duty upon Lessor not provided for by the herein referenced statutes and regulations.

12. Lessee agrees to give Lessor 30-days notice of intent to vacate.

13. The Lessee, for himself, his personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person on the ground of race, color, creed, sex, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the ground of race, color, creed, sex, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended. That in the event of breach of any of the above nondiscrimination covenants,the State of Arizona shall have the right to terminate the rental agreement and to re-enter and repossess said land and the facilities thereon, and hold the same as if said lease had never been made or issued.

14. Any notices to or demand upon either party hereto by the other pursuant to this lease shall be in writing and shall be delivered in person to the other party or forwarded by registered mail, postage prepaid, addressed as follows:

To Lessor at: Arizona Department of Transportation
Right of Way Section
Property Management Services
205 South 17 Avenue
Phoenix, AZ 85007

To Lessee at: Western Savings and Loan Association
3443 North Central Avenue
Phoenix, AZ 85012

or elsewhere, as either party may from time to time designate by written notice to the other.

Signature (Tenant)
SR. VICE PRESIDENT

Accepted 5/25/77
Date

By R. W. Brooks, Jr.
Manager, Property
Management Services

Approved June 7, 1977
Date

Chief Deputy State Engineer

JVC/bd

Signature (Tenant)

Initial Payment Received 5/25/77

Cash $_____ Check $ 132.50

State Possession Date 4/30/77

Lease No. 7-2627 RA998

Participating

PREAUDITED IN ACCORDANCE
WITH A.D.O.T. PROCEDURES
JUN 6 1977
BY:
EXTERNAL AUDIT SECTION

of Arizona Department of Transportation, R/W Operations Div.
05 South 17th Ave.,Phoenix, Az 85007

Esc. No. 19005110-1 ARIZONA DEPARTMENT OF TRANSPORTATION

DXT12179P0560

104160

Warranty Deed

DEED (D)

KNOW ALL MEN BY THESE PRESENTS that Western Savings and Loan Association, an Arizona corporation

Grantor, for the consideration of ONE AND NO/100 ($1.00) DOLLARS AND OTHER VALUABLE CONSIDERATION does hereby grant, convey and warrant to the STATE OF ARIZONA by and through its Department of Transportation, Grantee, the hereinafter described real property situated in MARICOPA County, Arizona and particularly described as:

That portion of Lot 2 and of the Southeast quarter of the Northwest quarter (SE¼ NW¼) of Section 31, Township 1 North, Range 7 East, Gila and Salt River Meridian, Maricopa County, Arizona, described as follows:

Beginning at the center quarter corner of said Section 31; thence North 0° 12' 15" East along the North - South mid-section line thereof, a distance of 600.00 feet; thence North 89° 52' 56" West 2551.63 feet; thence North 5° 24' 26" West 236.95 feet to the existing easterly right of way line of Power Road; thence North 89° 21' 09" West 55.00 feet to the West line of said Section 31; thence South 0° 38' 51" West along said section line, a distance of 650.00 feet to the East quarter corner of Section 36, Township 1 North, Range 6 East; thence South 0° 40' 01" West continuing along said West line of Section 31, a distance of 186.04 feet to the West quarter corner thereof; thence South 89° 52' 56" East along the East - West mid-section line of said Section 31, a distance of 2636.32 feet to the point of beginning.

Subject to existing rights of way.

ALSO, the Grantor herein grants, conveys, warrants and relinquishes unto the Grantee all its existing, future and potential rights or easements of ingress or egress, if any, to, from and between the limited access roadway or roadways to be constructed over and upon the lands herein conveyed and the remainder of said Lot 2 and of said Southeast quarter of the Northwest quarter (SE¼ NW¼) of Section 31.

STATE OF ARIZONA }
County of Maricopa } ss

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

APR 20 1977 -8 00

in Docket ~~10179~~
on page 562 - 561

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

Tom Freestone
County Recorder

By J. Wilson
Deputy Recorder

MARICOPA COUNTY RECORDER ARIZONA

100

Project No. F-028-1(9) Section Power Rd.-Ellsworth Rd. Parcel 7-2627

60-0908 1/75

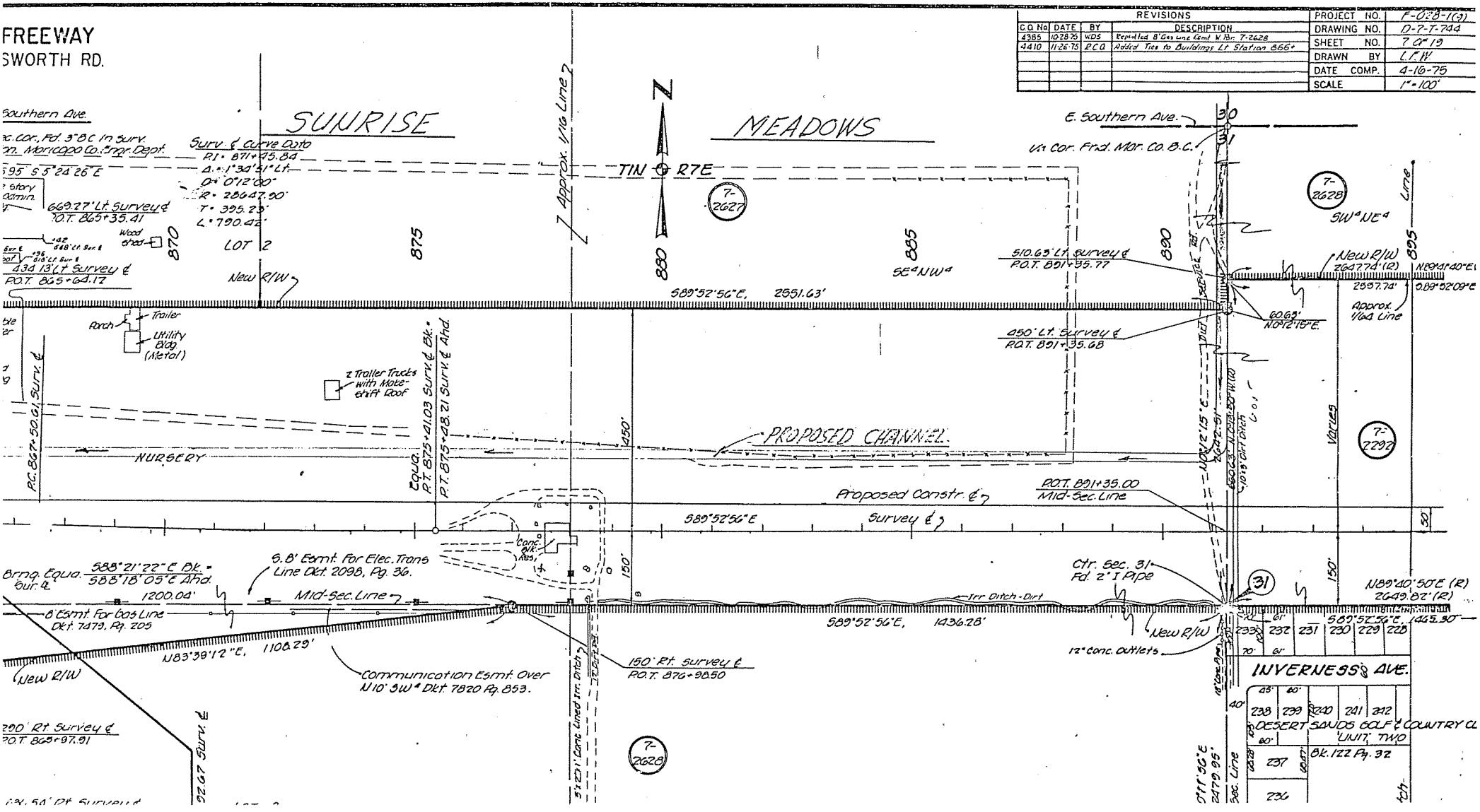
EXHIBIT A

WAS:ja 5-12-75

WD

REVISIONS			
C.O. No	DATE	BY	DESCRIPTION
4385	10-28-75	WDS	Replotted 8' Gas Line Esmt. W/Br. 7-2628
4410	11-26-75	P.C.O.	Added Ties to Buildings Lt. Station 866+

PROJECT NO.	F-028-1(3)
DRAWING NO.	D-7-7-744
SHEET NO.	7 OF 19
DRAWN BY	L.F.W.
DATE COMP.	4-16-75
SCALE	1" = 100'



IMPROVEMENTS

23,000 square feet blacktop

600 square feet concrete flatwork

400 linear feet concrete curb

3 lights and poles

2,665 linear feet P.V.C. water line

1 sign "Customer Service"

2 hose bibs

EXHIBIT B