

Subject: FW: QCID - STB Response

From: Assenza, Adam <Adam.Assenza@stb.gov>

Sent: Monday, December 13, 2021 1:56 PM

To: Maaik Hough <mhough@gcairoinc.com>

Cc: Burt Hatch <bhqcid@gmail.com>; Buckley, Maggie <Maggie.Buckley@jacobs.com>; Phoebus, Elizabeth (Betsi) <Betsi.Phoebus@jacobs.com>

Subject: [EXTERNAL] RE: UPRR Pecos Industrial Rail Access and Train Extension (PIRATE) Preliminary Environmental Consultation

Hello Maaik,

Thank you for the information. We will keep this in mind as we begin to develop the set of alternatives in this project to be carried forward throughout the environmental review.

ADAM ASSENZA

Environmental Protection Specialist (he/him)

Office of Environmental Analysis

Surface Transportation Board

P: 202-245-0301

E: Adam.Assenza@STB.gov

From: Maaik Hough <mhough@gcairoinc.com>

Sent: Monday, December 13, 2021 4:45 PM

To: Assenza, Adam <Adam.Assenza@stb.gov>

Cc: Burt Hatch <bhqcid@gmail.com>

Subject: FW: UPRR Pecos Industrial Rail Access and Train Extension (PIRATE) Preliminary Environmental Consultation

Adam,

The Queen Creek Irrigation District (QCID) does have irrigation pipelines that run along Germann Road within your project area. I am attaching a overall District Map so that you can see where their lines are located. Also attached are ROW documents for the line along Germann Road. If you are planning on crossing or encroaching into the ROW limits, you will need to get a License and complete a full submittal to QCID. This submittal is also sent to the United States Bureau of Reclamation for review and approval and the total process can take up to a year to get approval and permits. Please let me know if your line will cross or impact the QCID ROW and I can send over applications, fees, contracts, etc. Thank you.

Maaik M. Hough, P.E.

GEORGE CAIRO ENGINEERING, INC.

1630 S. Stapley Dr., Suite 117

Mesa, AZ 85204

480.921.4080, fax: 480.921.4087

www.gcairoinc.com

From: "Buckley, Maggie" <Maggie.Buckley@jacobs.com>
Date: December 10, 2021 at 3:49:51 PM MST
To: bhqcid@gmail.com
Cc: Adam.Assenza@stb.gov, "Phoebus, Elizabeth (Betsi)" <Betsi.Phoebus@jacobs.com>
Subject: UPRR Pecos Industrial Rail Access and Train Extension (PIRATE) Preliminary Environmental Consultation

Hello Mr. Hatch,

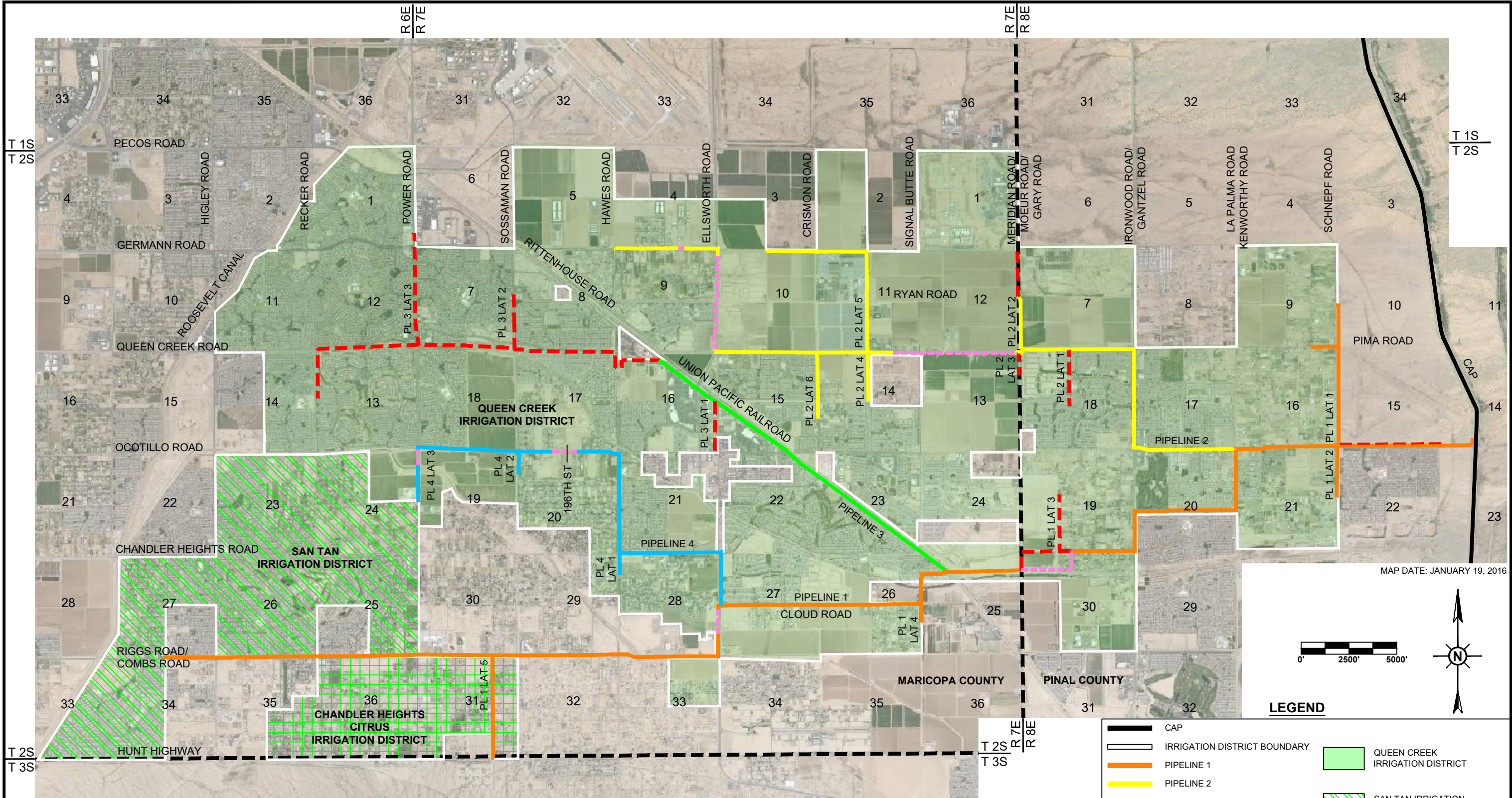
The Union Pacific Railroad Company intends to seek authority from the Surface Transportation Board (Board) to construct and operate six miles of new rail line in Maricopa County, Arizona. An initial agency consultation letter is attached that provides additional information about the project and requests your agency's input regarding the proposed rail line by January 10, 2022. This letter was also mailed to your office on December 9, 2021. Please let us know if you prefer to receive future correspondence by mail or electronically and the preferred point of contact for your agency.

If you have any questions, please contact Adam Assenza, the Board's Office of Environmental Analysis Project Manager, at (202) 245-0301 or Adam.Assenza@stb.gov. We greatly appreciate your assistance and look forward to your participation in the Board's environmental review process for this project.

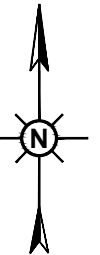
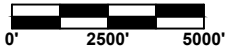
Thank you,

Maggie Buckley | [Jacobs](https://www.jacobs.com) | Environmental Project Manager (she/her)
O: 425.233.3117 | M: 206.949.5955 | maggie.buckley@jacobs.com
999 W Riverside Avenue, Suite 500 | Spokane, WA 99201 | USA

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MAP DATE: JANUARY 19, 2016



LEGEND

- | | | | |
|--|------------------------------|--|---|
| | CAP | | QUEEN CREEK IRRIGATION DISTRICT |
| | IRRIGATION DISTRICT BOUNDARY | | SAN TAN IRRIGATION DISTRICT |
| | PIPELINE 1 | | CHANDLER HEIGHTS CITRUS IRRIGATION DISTRICT |
| | PIPELINE 2 | | |
| | PIPELINE 3 | | |
| | PIPELINE 4 | | |
| | COUNTY LINE | | |
| | ABANDONED PIPELINE | | |
| | RELOCATED PIPELINE | | |

DRAFT

GCE inc.
GEORGE CAIRO ENGINEERING, INC.
STAPLEY CENTER
1630 S. STAPLEY DR., SUITE 117
MESA, ARIZONA 85204
WWW.GCAIROINC.COM

**QUEEN CREEK, CHANDLER HEIGHTS CITRUS &
SAN TAN JOINT DISTRIBUTION SYSTEM**



**QUEEN CREEK
IRRIGATION DISTRICT**
22725 E OCOTILLO ROAD
QUEEN CREEK, ARIZONA 85142
480.987.3002

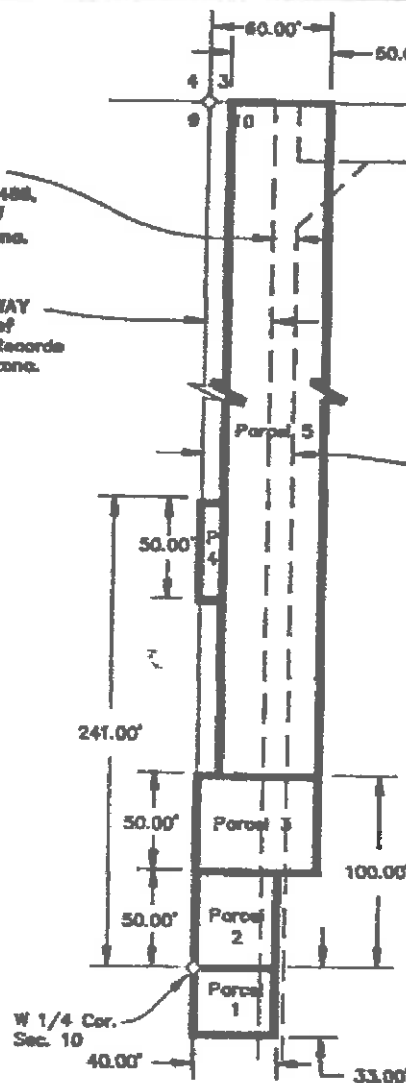
91 351483

12' HIGHWAY EASEMENT
as recorded in DKT. 5488,
page 279. Records of
Maricopa County, Arizona.

33' ROADWAY RIGHT-OF-WAY
as recorded in Book 2 of
Road Maps, page 52. Records
of Maricopa County, Arizona.

33' ROADWAY RIGHT-OF-WAY
as recorded in Book 3 of
Road Maps, page 4. Records
of Maricopa County, Arizona.

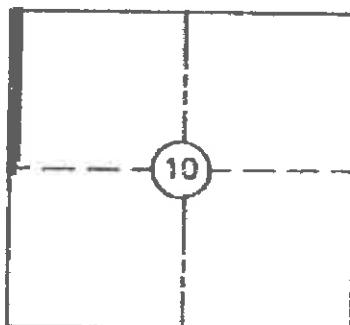
45' ROADWAY RIGHT-OF-WAY
as recorded in Book 15 of
Road Maps, page 100. Records
of Maricopa County, Arizona.



Parcel 1	0.03± Acres
Parcel 2	0.08± Acres
Parcel 3	0.07± Acres
Parcel 4	0.07± Acres
Parcel 5	2.82± Acres
Total	3.08± Acres

THE GRAPE LIMITED PARTNERSHIP NO. 1
3.08 ACRES ± - PERMANENT EASEMENT
A PART OF W1/2, SEC. 10
T.2S., R.7E., S.2S.R.M.
MARICOPA COUNTY, ARIZONA

- ◇ Found sec. cor. or 1/4 sec. cor.
- Calculated point
- ⊕ Assumed sec. cor. or 1/4 sec. cor.
- Easement Line



PREPARED BY COOKIN ENGINEERS SCOTTSDALE, ARIZONA	
UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF RECLAMATION CHANDLER, ARIZONA PROJECT SALT - GRA STORAGE - ARIZONA	
QUEEN CREEK, CHANDLER HEIGHTS CITRUS & SAN TAN JOINT DISTRIBUTION SYSTEM RIGHT OF WAY	
CHECKED BY <i>MB</i>	DRAWN BY <i>MB</i>
REVIEWED BY <i>MB</i>	RECORDED BY <i>C. P. GILMAN</i>
CORRECTED BY <i>MB</i>	APPROVED BY <i>R. CASEY</i>
Phoenix, AZ	January 1987
344-330-7258	

88 307694

NOTICE (N)

Tract No. QC1D-2-208

NOTICE OF EXERCISE OF RESERVED RIGHT-OF WAY
BY THE UNITED STATES

1. THIS NOTICE, made this 9th day of June, 1988, by the UNITED STATES OF AMERICA, hereinafter referred to as the "United States," represented by the officer executing this notice, his duly authorized representative, pursuant to the Act of Congress approved August 30, 1890 (26 Stat. 391), as amended and supplemented; and the Act of Congress approved June 17, 1902 (32 Stat. 388); and acts amendatory thereof or supplementary thereto, all of which acts are commonly known and referred to as the "Federal Reclamation Laws," and against certain lands located in the County of Maricopa, State of Arizona, and more fully described in Exhibit "A," attached hereto.

2. WHEREAS, under the Colorado River Basin Project Act of September 30, 1968 (82 Stat. 885), as amended on December 20, 1982, the Bureau of Reclamation is authorized to construct, reconstruct, operate, and maintain a water delivery system to provide Central Arizona Project water to agricultural lands within Pinal and Maricopa Counties, Arizona, and within the service area of Queen Creek Irrigation District ("District").

3. WHEREAS, the United States hereby exercises its rights, reserved under the Act of August 30, 1890 (26 Stat. 391), for the construction, reconstruction, operation, and maintenance of the water distribution system over the lands set forth in the reserved right-of-way described in Exhibit "A;" and

4. WHEREAS, as part of its reserved rights the United States, its permittees, successors or assigns, may construct, reconstruct, operate, maintain, enlarge, improve, relocate, remove, repair, and renew, together with the right of access thereto for such purposes, at any time and from time to time, a water conduit and related facilities, consisting of one or more pipelines, canals, laterals, markers, air valves, manholes, valves, meters, surge control devices, buried communication conduits, and all other fixtures, devices and appurtenances related thereto, and to conduct all related activities in, on, under, and across the land described in Exhibit "A," in accordance with the rights reserved to the United States under the Act of August 30, 1890 (26 Stat. 391), under the following conditions:

1

RECORDED IN OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA	
JUN 24 '88 -11 00	
KEITH POLETIS, County Recorder	
FEE 700 PGS 4	D.E.

(a) The United States shall have the right to use the subject lands for ingress and egress at any time without prior notice, together with the right to use roadways, lanes, and rights-of-way on property adjacent thereto, existing at any time, as may be convenient and necessary for the purposes of exercising the rights herein mentioned. The United States may, at any time, install and/or use gates in any fences which are now or may hereafter be constructed on the lands described in Exhibit "A," or on such adjoining lands for the purpose of exercising the rights herein mentioned.

(b) The rights reserved to, and exercised by, the United States shall be subject to all existing structures, fencing, canals, ditches, pipelines, roadways, and rights-of-way, and all future uses, including but not limited to the right of the Landowner of the lands described in Exhibit "A," his heirs, executors, administrators, successors, and assigns ("Landowner") to use the lands within said parcel for agricultural and other purposes, which do not or could not directly or indirectly interfere with or endanger the exercise of the rights of the United States. **PROVIDED, HOWEVER,** that the Landowner shall clear and keep clear the lands described in Exhibit "A" from explosives, buildings and structures of all kinds or facilities of a permanent nature which directly or indirectly interfere or could interfere with the rights of the United States, and the United States shall have the permanent right of exclusive use and possession within the easement within a distance of one foot of the outside surface of the United States' facilities.

(c) The United States shall have the right to do all things necessary and proper to maintain no less than 4 feet and no more than 8 feet of earth cover over underground facilities constructed within the lands described in Exhibit "A" by the United States. Land leveling or other ground surface alteration within said lands will be permitted so long as the minimum and maximum amount of earth cover specified herein is maintained, Provided, that all costs for reconstructing aboveground project facilities necessitated by land leveling or other ground surface alteration shall be borne by the Landowner. No other land leveling or ground surface alteration within said lands will be permitted without the prior written consent of the United States, which consent will not be unreasonably withheld.

5. The United States will hold such right-of-way forever for all purposes consistent with the water distribution project of the District, its successors and assigns, or any changes, or additions or modifications that may hereafter be made therein, and the United States will have the perpetual right to take and use materials, as well as all of the rights incident to such water distribution project, or any changes, additions, or modifications thereof over, upon, or across said right-of-way described in Exhibit "A."

6. Subsequent to receiving this Notice, the Landowner will not be compensated for the loss of any crop planted on the land described in Exhibit "A," which may be destroyed or removed by the United States in the construction, operation or maintenance of the aforementioned irrigation water distribution system.

NOW, THEREFORE, all persons take notice that the United States, by virtue of the aforementioned laws, has the right to enter upon the real property described in Exhibit "A" as necessary to construct, reconstruct, repair, replace, and permanently operate and maintain the water distribution system and appurtenant facilities for the carrying of water in connection with the aforesaid Queen Creek Irrigation District water delivery project, in, over, and across the properties described in Exhibit "A" attached hereto.

UNITED STATES OF AMERICA

By: Robert J. Toul
Project Manager
Arizona Projects Office
Bureau of Reclamation

RECORDED IN OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA		
JUL 30 91 - 11 00		
HELEN PURCELL, County Recorder		
FEE	PGS	HL
	91	351483

Contract No. 1-07-32-L2706

Tract No. QCID-2-208

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
CENTRAL ARIZONA PROJECT

AGREEMENT RELATING TO EXERCISE OF RESERVED RIGHT-OF-WAY

1. THIS AGREEMENT, made this 11th day of March, 1991, in pursuance of the Act of August 30, 1890 (26 Stat. 391) as amended, the Act of June 17, 1902 (32 Stat. 388) and acts amendatory thereof or supplementary thereto, the Act of September 2, 1964 (78 Stat. 808), and the Act of October 4, 1966 (80 Stat. 873), between the UNITED STATES OF AMERICA, herein styled the "UNITED STATES," represented by the officer executing this agreement and Great American Bank, herein collectively styled "Landowner."

WITNESSETH:

2. WHEREAS, the United States has exercised rights reserved under the Act of August 30, 1890 (26 Stat. 391), for the construction, reconstruction, operation, and maintenance of the QUEEN CREEK IRRIGATION DISTRICT ("District") water distribution system on certain lands owned by the Landowner, situated in Maricopa County, State of Arizona, which right-of-way is specifically described in Exhibit "A" attached hereto and by this reference made a part hereof; together with the right of ingress thereto and egress therefrom across and along adjacent lands by means of such roads and lanes as may exist from time to time thereon; and

3. WHEREAS, 43 U.S.C. Sec. 945a, requires the Secretary of the Interior to pay just compensation to the owner of private lands utilized for rights-of-way;

4. NOW, THEREFORE, the United States agrees to pay the Landowner and the Landowner agrees to accept the amount of Eight Thousand Nine Hundred and NO/100 Dollars (\$8,900.00) as just and full compensation for the exercise of the rights-of-way referred to in Paragraph 2 above, and full consideration for Landowner's promises and agreements herein contained.

5. The Landowner hereby ratifies and affirms the right of the United States, its permittees, successors or assigns, to construct, reconstruct, operate, maintain, enlarge, improve, relocate, remove,

repair and renew, together with the right of access thereto for such purposes, at any time and from time to time, a water conduit and related facilities, consisting of one or more pipelines, canals, laterals, markers, air valves, manholes, valves, meters, surge control devices, buried communication conduits, and all other fixtures, devices and appurtenances related thereto, and to conduct all related activities in, on, under, and across the land described in Exhibit "A," in accordance with the rights reserved to the United States under the Act of August 30, 1890 (26 Stat. 391), under the following conditions:

(a) The United States shall have the right to use the subject land for ingress and egress at any time without prior notice, together with the right to use roadways, lanes and rights-of-way on property adjacent thereto, existing at any time, as may be convenient and necessary for the purposes of exercising the rights herein mentioned. The United States may, at any time, install and/or use gates in any fences which are now or may hereafter be constructed on said lands described in Exhibit "A," or on such adjoining lands for the purpose of exercising the rights herein mentioned.

(b) The rights reserved to, and exercised by, the United States shall be subject to all existing structures, fencing, canals, ditches, pipelines, roadways, and rights-of-way, and all future uses, including but not limited to the right of the Landowner of the lands described in Exhibit "A," his heirs, executors, administrators, successors, and assigns to use the lands within said parcel for agricultural and other purposes, which do not or could not directly or indirectly interfere with or endanger the exercise of the rights of the United States. The Landowner agrees and understands he will not be compensated for the loss of any crop planted on the land described in Exhibit "A," which may be destroyed or removed by the United States in the construction, operation or maintenance of the aforementioned irrigation water distribution system, if said crop was planted subsequent to the Government exercising its reserved right-of-way. PROVIDED, HOWEVER, that the Landowner shall clear and keep clear the lands described in Exhibit "A" from explosives, buildings and structures of all kinds or facilities of a permanent nature which directly or indirectly interfere or could interfere with the rights of the United States, and the United States shall have the permanent right of exclusive use and possession within the easement within a distance of one foot of the outside surface of the United States' facilities.

(c) The United States shall have the right to do all things necessary and proper to maintain no less than four feet and no more than eight feet of earth cover over underground facilities constructed within said lands described in Exhibit "A" by the United States. Land leveling or other ground surface alteration within said lands will be permitted so long as the minimum and maximum amount of earth cover specified herein is maintained, PROVIDED THAT all costs for reconstructing

aboveground project facilities necessitated by land leveling or other ground surface alteration shall be borne by the Landowner. No other land leveling or ground surface alteration within said lands will be permitted without the prior written consent of the United States, which consent will not be unreasonably withheld.

6. The United States will hold such right-of-way forever for all purposes consistent with the water distribution project of the District, its successors and assigns, or any changes, or additions or modifications that may hereafter be made therein, and the United States will have the perpetual right to take and use materials, as well as all of the rights incident to such water distribution project, or any changes, additions, or modifications thereof over, upon or across said right-of-way described in Exhibit "A."

7. This agreement shall constitute full and complete satisfaction of all claims by the Landowner to compensation under the Act of August 30, 1890 (43 U.S.C. Sec. 945a), for the land described in the attached Exhibit "A."

8. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this agreement or to any benefit that may arise herefrom, but this restriction shall not be construed to extend to this agreement if made with a corporation or company for its general benefit.

9. The Landowner warrants that no person or agency has been employed or retained to solicit or secure this agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide established commercial agencies maintained by the Landowner for the purpose of securing business. For breach or violation of this warranty, the Government shall have the right to annul this agreement without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

10. The expenditure of any money or the performance of any work by the United States herein provided for, which may require appropriations of money by Congress or the allotment of funds, shall be contingent upon such appropriations or allotments being made. The failure of Congress so to appropriate funds or the failure of an allotment of funds shall not relieve the Landowner from any obligations under this agreement and no liability shall accrue against the United States, its officers, agents, employees, successors, or assigns, in case such funds are not appropriated or allotted.*

11. The provisions of this agreement shall obligate and inure to the benefit of the respective heirs, executors, administrators, successors, and assigns of the parties to this agreement.

*United States hereby acknowledges that the funds as stated in paragraph 4 above have been appropriated and/or allotted.

12. The Landowner, claiming to be the rightful claimant to any and all compensation arising out of the Act of August 30, 1890 (43 U.S.C. Sec. 945a), for the lands described in the attached Exhibit "A," does hereby indemnify and hold the United States harmless from any and all competing claimants to the awards set forth in this agreement or otherwise mandated by statute.

IN WITNESS WHEREOF, the parties hereto have signed their names the day and year first above written.

LANDOWNER

Great American Bank,
A Federal Savings Bank
By: Great American Asset Management Co.
ATTORNEY-IN-FACT

By: Douglas Dyck
Douglas Dyck

By: Julie Polaski
Julie Polaski

UNITED STATES OF AMERICA

By: Robert J. Toulon
Project Manager
Arizona Project office
Bureau of Reclamation

TITLE REPORT NO. 01007147

QUEEN CREEK, SAN TAN AND CHANDLER HEIGHTS CITRUS IRRIGATION
DISTRICTS' JOINT DISTRIBUTION PROJECT
TRACT NO. QCID-2-208

EXHIBIT A

DESCRIPTION OF REAL ESTATE IN MARICOPA
COUNTY, STATE OF ARIZONA

Five parcels of land located in the West Half (W1/2) of Section Ten (10), Township Two (2) South, Range Seven (7) East, Gila and Salt River Meridian, containing a combined area of 3.08 acres, more or less, and being separately described as follows:

Parcel 1

The North 33.00 feet of the West 40.00 feet of the SW1/4 of said Section 10. Said Parcel 1 contains an area of 0.03 acre, more or less.

Parcel 2

The South 50.00 feet of the West 40.00 feet of the NW1/4 of said Section 10. Said Parcel 2 contains an area of 0.05 acre, more or less.

Parcel 3

The North 50.00 feet of the South 100.00 feet of the West 60.00 feet of the NW1/4 of said Section 10. Said Parcel 3 contains an area of 0.07 acre, more or less.

Parcel 4

The North 50.00 feet of the South 241.00 feet of the West 10.00 feet of the NW1/4 of said Section 10. Said Parcel 4 contains an area of 0.01 acre, more or less.

Parcel 5

The East 50.00 feet of the West 60.00 feet of the NW1/4 of said Section 10...EXCEPT the South 100.00 feet thereof. Said Parcel 5 contains an area of 2.92 acres, more or less, after said EXCEPTION has been made.

[Signature] 11/6/57
Checked as to Engineering Data

Revision 1 - Pipeline Realignment

[Signature] 1-12-88

CORPORATION AS ATTORNEY-IN-FACT
FOR AN INDIVIDUAL/CORPORATION
(Compiled - CC Sects. 1190, 1192)

State of Arizona

County of Maricopa

On this 7th day of March, 1991, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Douglas Dyck, known to me on the basis of satisfactory evidence to be the President, and Julie Polaski, known to me to be the Assistant Secretary and also to be the persons who executed the within instrument on behalf of Great American Asset Management Company, the corporation which, pursuant to its by-laws or a resolution of its Board of Directors, executed, and whose name is subscribed to the within instrument, as the Attorney-in-Fact of Great American Bank, A Federal Savings Bank and acknowledged to me that they subscribed the name of said Great American Bank, A Federal Savings Bank, thereto as principal and the name of said Great American Asset Management Company as Attoreny-in-Fact for said Great American Bank, A Federal Savings Bank and that said Great American Asset Management Company executed the same as such Attorney-in-Fact.

WITNESS my hand and official seal.

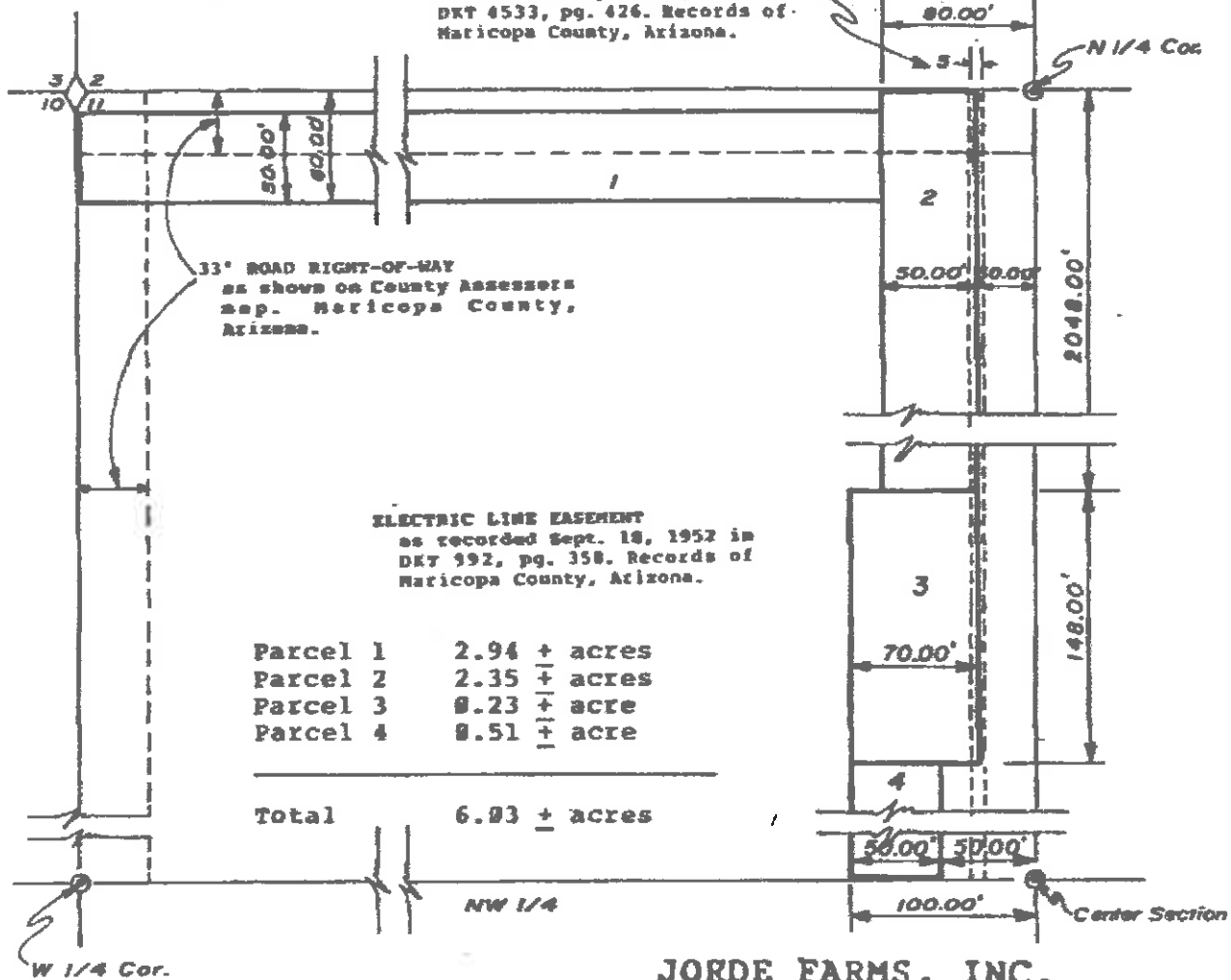
O. Pauline Marshall

O. Pauline Marshall, Notary Public in and for
said County and State

My Commission Expires: 3-29-93

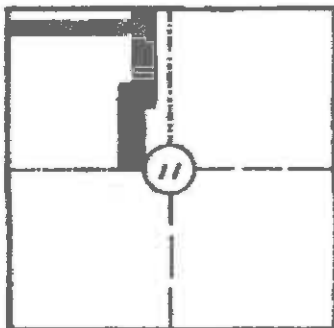
89 266808

GAS MAIN EASEMENT
as recorded April 18, 1953 in
DKT 4533, pg. 426. Records of
Maricopa County, Arizona.



JORDE FARMS, INC.
6.03 ± ACRES - PERMANENT EASEMENT
A PART OF NW1/4, SEC. 11
T.2S., R.7E., G.&S.R.M.
MARICOPA COUNTY, ARIZONA

- Found sec. cor. or 1/4 sec. cor.
- ⊙ Calculated point
- + Assumed sec. cor. or 1/4 sec. cor.
- Easement Line



PREPARED BY W. S. GOOKIN & ASSOCIATES SCOTTSDALE, ARIZONA	
UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF RECLAMATION CENTRAL ARIZONA PROJECT SALT-GILA DIVISION-ARIZONA	
QUEEN CREEK, CHANDLER HEIGHTS CITRUS & SAN TAN JOINT DISTRIBUTION SYSTEM RIGHT OF WAY	
DESIGNED <i>H.</i>	SUBMITTED <i>H.</i>
DRAWN <i>Ch.</i>	RECOMMENDED <i>R. J. RAL.</i>
CHECKED <i>H.</i>	APPROVED <i>H. J. RAL.</i>
Phoenix, AZ	August 1965
344-350-7264	

REV 1 ROW RELOCATION 5-23-86

TRACT NO. OCIO-2-213

RECORDED IN OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA JAN 28 '88 - 3 00	
KEITH POLITE County Recorder	
FEE 7.00	4 L.D.

88 040849

NOTICE (N)

Tract No. GCID-2-213

NOTICE OF EXERCISE OF RESERVED RIGHT-OF-WAY
BY THE UNITED STATES

1. THIS NOTICE, made this 9th day of December, 1987, by the UNITED STATES OF AMERICA, hereinafter referred to as the "United States," represented by the officer executing this notice, his duly authorized representative, pursuant to the Act of Congress approved August 30, 1890 (26 Stat. 391), as amended and supplemented; and the Act of Congress approved June 17, 1902 (32 Stat. 388); and acts amendatory thereof or supplementary thereto, all of which acts are commonly known and referred to as the "Federal Reclamation Laws," and against certain lands located in the County of Maricopa, State of Arizona, and more fully described in Exhibit "A," attached hereto.
2. WHEREAS, under the Colorado River Basin Project Act of September 30, 1968 (82 Stat. 885), as amended on December 20, 1982, the Bureau of Reclamation is authorized to construct, reconstruct, operate, and maintain a water delivery system to provide Central Arizona Project water to agricultural lands within Pinal and Maricopa Counties, Arizona, and within the service area of Queen Creek Irrigation District ("District").
3. WHEREAS, the United States hereby exercises its rights, reserved under the Act of August 30, 1890 (26 Stat. 391), for the construction, reconstruction, operation, and maintenance of the water distribution system over the lands set forth in the reserved right-of-way described in Exhibit "A;" and
4. WHEREAS, as part of its reserved rights the United States, its permittees, successors or assigns, may construct, reconstruct, operate, maintain, enlarge, improve, relocate, remove, repair, and renew, together with the right of access thereto for such purposes, at any time and from time to time, a water conduit and related facilities, consisting of one or more pipelines, canals, laterals, markers, air valves, manholes, valves, meters, surge control devices, buried communication conduits, and all other fixtures, devices and appurtenances related thereto, and to conduct all related activities in, on, under, and across the land described in Exhibit "A," in accordance with the rights reserved to the United States under the Act of August 30, 1890 (26 Stat. 391), under the following conditions:

(a) The United States shall have the right to use the subject lands for ingress and egress at any time without prior notice, together with the right to use roadways, lanes, and rights-of-way on property adjacent thereto, existing at any time, as may be convenient and necessary for the purposes of exercising the rights herein mentioned. The United States may, at any time, install and/or use gates in any fences which are now or may hereafter be constructed on the lands described in Exhibit "A," or on such adjoining lands for the purpose of exercising the rights herein mentioned.

(b) The rights reserved to, and exercised by, the United States shall be subject to all existing structures, fencing, canals, ditches, pipelines, roadways, and rights-of-way, and all future uses, including but not limited to the right of the Landowner of the lands described in Exhibit "A," his heirs, executors, administrators, successors, and assigns ("Landowner") to use the lands within said parcel for agricultural and other purposes, which do not or could not directly or indirectly interfere with or endanger the exercise of the rights of the United States. PROVIDED, HOWEVER, that the Landowner shall clear and keep clear the lands described in Exhibit "A" from explosives, buildings and structures of all kinds or facilities of a permanent nature which directly or indirectly interfere or could interfere with the rights of the United States, and the United States shall have the permanent right of exclusive use and possession within the easement within a distance of one foot of the outside surface of the United States' facilities.

(c) The United States shall have the right to do all things necessary and proper to maintain no less than 4 feet and no more than 8 feet of earth cover over underground facilities constructed within the lands described in Exhibit "A" by the United States. Land leveling or other ground surface alteration within said lands will be permitted so long as the minimum and maximum amount of earth cover specified herein is maintained, Provided, that all costs for reconstructing aboveground project facilities necessitated by land leveling or other ground surface alteration shall be borne by the Landowner. No other land leveling or ground surface alteration within said lands will be permitted without the prior written consent of the United States, which consent will not be unreasonably withheld.

5. The United States will hold such right-of-way forever for all purposes consistent with the water distribution project of the District, its successors and assigns, or any changes, or additions or modifications that may hereafter be made therein, and the United States will have the perpetual right to take and use materials, as well as all of the rights incident to such water distribution project, or any changes, additions, or modifications thereof over, upon, or across said right-of-way described in Exhibit "A."

6. Subsequent to receiving this Notice, the Landowner will not be compensated for the loss of any crop planted on the land described in Exhibit "A," which may be destroyed or removed by the United States in the construction, operation or maintenance of the aforementioned irrigation water distribution system.

NOW, THEREFORE, all persons take notice that the United States, by virtue of the aforementioned laws, has the right to enter upon the real property described in Exhibit "A" as necessary to construct, reconstruct, repair, replace, and permanently operate and maintain the water distribution system and appurtenant facilities for the carrying of water in connection with the aforesaid Queen Creek Irrigation District water delivery project, in, over, and across the properties described in Exhibit "A" attached hereto.

UNITED STATES OF AMERICA

By: *P. R. Jordan*
Project Manager
Actg Arizona Projects Office
Bureau of Reclamation

AGREEMENT (XG)

Contract No. 9-07-32-L2169
Tract No. QCID-2-213

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
CENTRAL ARIZONA PROJECT

AGREEMENT RELATING TO EXERCISE OF RESERVED RIGHT-OF-WAY

1. THIS AGREEMENT, made this 30th day of September, 1988, in pursuance of the Act of August 30, 1890 (26 Stat. 391) as amended, the Act of June 17, 1902 (32 Stat. 388) and acts amendatory thereof or supplementary thereto, the Act of September 2, 1964 (78 Stat. 808), and the Act of October 4, 1966 (80 Stat. 873), between the UNITED STATES OF AMERICA, herein styled the "UNITED STATES," represented by the officer executing this agreement and Jorde Farms, Inc., a Minnesota corporation, herein collectively styled "Landowner."

WITNESSETH:

2. WHEREAS, the United States has exercised rights reserved under the Act of August 30, 1890 (26 Stat. 391), for the construction, reconstruction, operation, and maintenance of the QUEEN CREEK IRRIGATION DISTRICT ("District") water distribution system on certain lands owned by the Landowner, situated in Maricopa County, State of Arizona, which right-of-way is specifically described in Exhibit "A" attached hereto and by this reference made a part hereof; together with the right of ingress thereto and egress therefrom across and along adjacent lands by means of such roads and lanes as may exist from time to time thereon; and

3. WHEREAS, 43 U.S.C. Sec. 945a, requires the Secretary of the Interior to pay just compensation to the owner of private lands utilized for rights-of-way;

4. NOW, THEREFORE, the United States agrees to pay the Landowner and the Landowner agrees to accept the amount of Thirty Eight Thousand Nine Hundred and NO/100 Dollars (\$38,900.00) as just and full compensation for the exercise of the rights-of-way referred to in Paragraph 2 above, and full consideration for Landowner's promises and agreements herein contained.

5. The Landowner hereby ratifies and affirms the right of the United States, its permittees, successors or assigns, to construct, reconstruct, operate, maintain, enlarge, improve, relocate, remove,

Recorded in official records of Maricopa County, Arizona

DATE 12-89-12-00

FEE

8.50

PGS

8

HELEN PURCELL, COUNTY RECORDER

repair and renew, together with the right of access thereto for such purposes, at any time and from time to time, a water conduit and related facilities, consisting of one or more pipelines, canals, laterals, markers, air valves, manholes, valves, meters, surge control devices, buried communication conduits, and all other fixtures, devices and appurtenances related thereto, and to conduct all related activities in, on, under, and across the land described in Exhibit "A," in accordance with the rights reserved to the United States under the Act of August 30, 1890 (26 Stat. 391), under the following conditions:

(a) The United States shall have the right to use the subject land for ingress and egress at any time without prior notice, together with the right to use roadways, lanes and rights-of-way on property adjacent thereto, existing at any time, as may be convenient and necessary for the purposes of exercising the rights herein mentioned. The United States may, at any time, install and/or use gates in any fences which are now or may hereafter be constructed on said lands described in Exhibit "A," or on such adjoining lands for the purpose of exercising the rights herein mentioned.

(b) The rights reserved to, and exercised by, the United States shall be subject to all existing structures, fencing, canals, ditches, pipelines, roadways, and rights-of-way, and all future uses, including but not limited to the right of the Landowner of the lands described in Exhibit "A," his heirs, executors, administrators, successors, and assigns to use the lands within said parcel for agricultural and other purposes, which do not or could not directly or indirectly interfere with or endanger the exercise of the rights of the United States. The Landowner agrees and understands he will not be compensated for the loss of any crop planted on the land described in Exhibit "A," which may be destroyed or removed by the United States in the construction, operation or maintenance of the aforementioned irrigation water distribution system, if said crop was planted subsequent to the Government exercising its reserved right-of-way. PROVIDED, HOWEVER, that the Landowner shall clear and keep clear the lands described in Exhibit "A" from explosives, buildings and structures of all kinds or facilities of a permanent nature which directly or indirectly interfere or could interfere with the rights of the United States, and the United States shall have the permanent right of exclusive use and possession within the easement within a distance of one foot of the outside surface of the United States' facilities.

(c) The United States shall have the right to do all things necessary and proper to maintain no less than four feet and no more than eight feet of earth cover over underground facilities constructed within said lands described in Exhibit "A" by the United States. Land leveling or other ground surface alteration within said lands will be permitted so long as the minimum and maximum amount of earth cover specified herein is maintained, PROVIDED THAT all costs for reconstructing

aboveground project facilities necessitated by land leveling or other ground surface alteration shall be borne by the Landowner. No other land leveling or ground surface alteration within said lands will be permitted without the prior written consent of the United States, which consent will not be unreasonably withheld.

6. The United States will hold such right-of-way forever for all purposes consistent with the water distribution project of the District, its successors and assigns, or any changes, or additions or modifications that may hereafter be made therein, and the United States will have the perpetual right to take and use materials, as well as all of the rights incident to such water distribution project, or any changes, additions, or modifications thereof over, upon or across said right-of-way described in Exhibit "A."

7. This agreement shall constitute full and complete satisfaction of all claims by the Landowner to compensation under the Act of August 30, 1890 (43 U.S.C. Sec. 945a), for the land described in the attached Exhibit "A."

8. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this agreement or to any benefit that may arise herefrom, but this restriction shall not be construed to extend to this agreement if made with a corporation or company for its general benefit.

9. The Landowner warrants that no person or agency has been employed or retained to solicit or secure this agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide established commercial agencies maintained by the Landowner for the purpose of securing business. For breach or violation of this warranty, the Government shall have the right to annul this agreement without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

10. The expenditure of any money or the performance of any work by the United States herein provided for, which may require appropriations of money by Congress or the allotment of funds, shall be contingent upon such appropriations or allotments being made. The failure of Congress so to appropriate funds or the failure of an allotment of funds shall not relieve the Landowner from any obligations under this agreement and no liability shall accrue against the United States, its officers, agents, employees, successors, or assigns, in case such funds are not appropriated or allotted.

11. The provisions of this agreement shall obligate and inure to the benefit of the respective heirs, executors, administrators, successors, and assigns of the parties to this agreement.

12. The Landowner, claiming to be the rightful claimant to any and all compensation arising out of the Act of August 30, 1890 (43 U.S.C. Sec. 945a), for the lands described in the attached Exhibit "A," does hereby indemnify and hold the United States harmless from any and all competing claimants to the awards set forth in this agreement or otherwise mandated by statute.

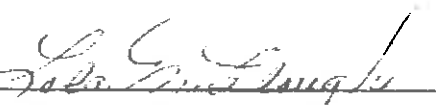
IN WITNESS WHEREOF, the parties hereto have signed their names the day and year first above written.

LANDOWNER
Jorde Farms, Inc.

UNITED STATES OF AMERICA

By 
President

By 
Project Manager
Arizona Project Office
Bureau of Reclamation

By 
Secretary

TITLE REPORT NO. 100475

QUEEN CREEK, SAN TAN AND CHANDLER DISTRIBUTION PROJECT
DISTRICTS' JOINT DISTRIBUTION PROJECT
TRACT NO. QCID-2-213

EXHIBIT A

A DESCRIPTION OF REAL ESTATE IN
MARICOPA COUNTY, STATE OF ARIZONA

Four parcels of land located in the Northwest quarter (NW1/4) of Section 11, Township Two (2) South, Range Seven (7) East, Gila and Salt River Meridian, containing a combined area of 6.03 acres, more or less, and being separately described as follows:

Parcel 1

The South 50.00 feet of the North 60.00 feet of said NW1/4 of Section 11...EXCEPT the East 80.00 feet thereof. Said Parcel 1 contains an area of 2.94 acres, more or less, after said exception has been made.

Parcel 2

The West 50.00 feet of the East 80.00 feet of the North 2048.00 feet of said NW1/4 of Section 11. Said Parcel 2 contains an area of 2.35 acres, more or less.

Parcel 3

The West 70.00 feet of the East 100.00 feet of the South 148.00 feet of the North 2196.00 feet of said NW1/4 of Section 11. Said Parcel 3 contains an area of 0.23 acre, more or less.

Parcel 4

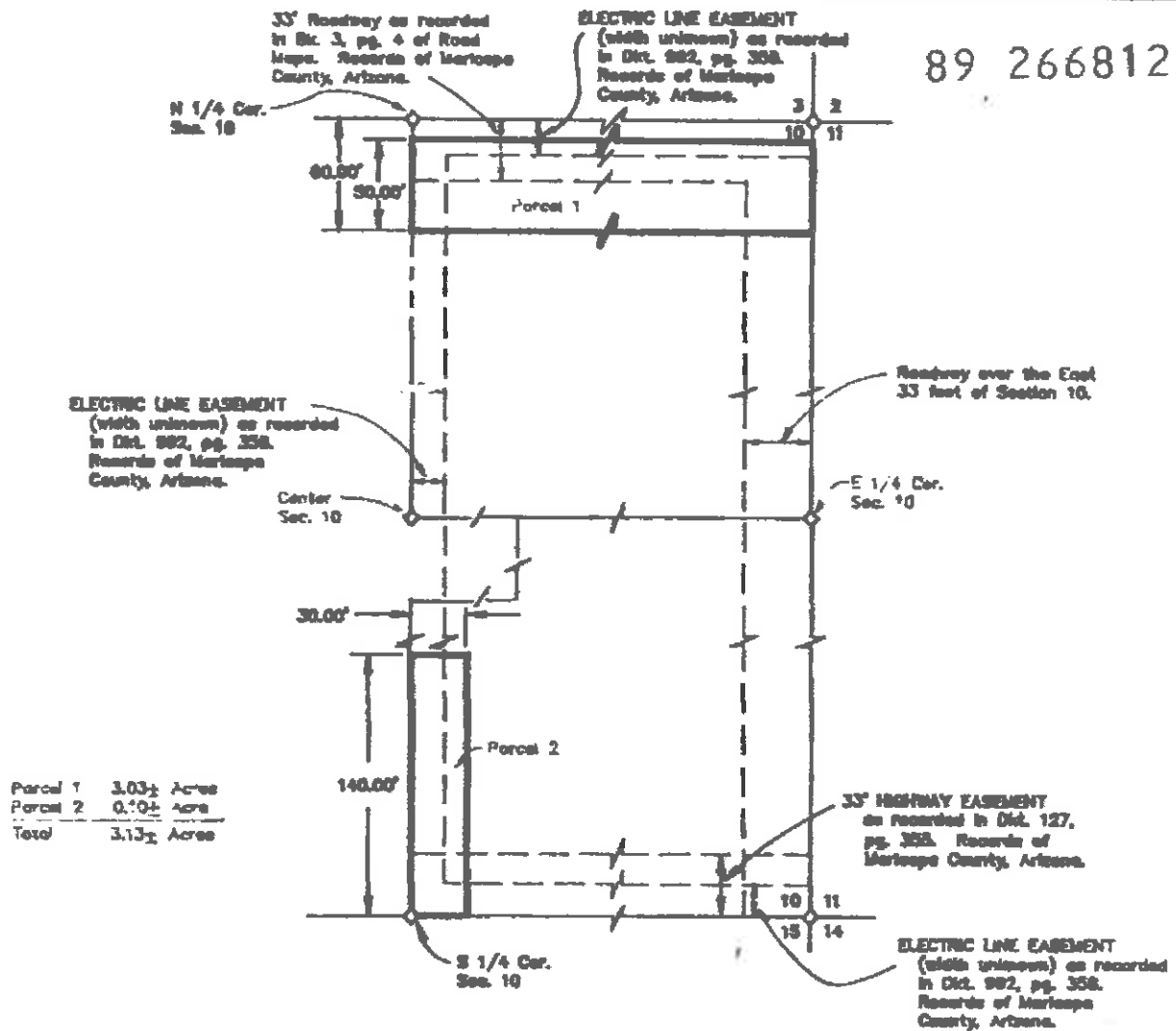
The West 50.00 feet of the East 100.00 feet of said NW1/4 of Section 11...EXCEPT the North 2196.00 feet, thereof. Said Parcel 4 contains an area of 0.51 acres, more or less, after said exception has been made.

William E. Edm 6-10-86
Checked as to Engineering Data

Amended - Right of Way Relocation

L. L. Linder 6-20-86

89 266812



JORDE FARMS INC.
 3.13 $\pm$ ACRES - PERMANENT EASEMENT
 A PART OF THE E1/2 SEC. 10
 T.2S., R.7E., G.&S.R.M.
 MARICOPA COUNTY, ARIZONA

◇ Found sec. cor., 1/4 sec. cor., or sec. center

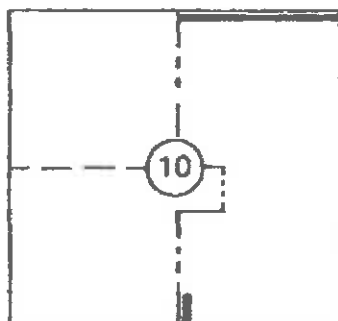
⊙ Calculated point

+ Assumed sec. cor. or 1/4 sec. cor.

--- Easement Line

100 0 100 200

SCALE OF FEET



PREPARED BY
 W. S. OGDON & ASSOCIATES
 SCOTTSDALE, ARIZONA

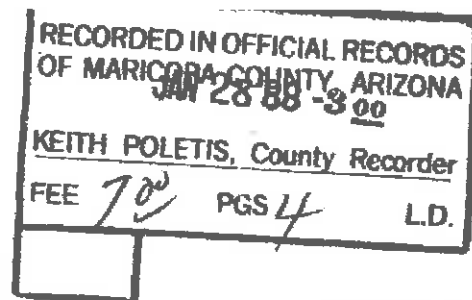
QUEEN CREEK, CHANDLER HEIGHTS CITRUS
 & SAN TAN JOINT DISTRIBUTION SYSTEM
 RIGHT OF WAY

DESIGNED BY W.S. DRAWN BY W.S.
 CHECKED BY W.S. REVISIONS BY W.S.
 APPROVED BY W.S.

Phoenix, AZ

June 1988

344-338-7288



38 040847

Tract No. QCID-2-215

NOTICE (N)

NOTICE OF EXERCISE OF RESERVED RIGHT-OF-WAY
BY THE UNITED STATES

1. THIS NOTICE, made this 25th day of January, 1988, by the UNITED STATES OF AMERICA, hereinafter referred to as the "United States," represented by the officer executing this notice, his duly authorized representative, pursuant to the Act of Congress approved August 30, 1890 (26 Stat. 391), as amended and supplemented; and the Act of Congress approved June 17, 1902 (32 Stat. 388); and acts amendatory thereof or supplementary thereto, all of which acts are commonly known and referred to as the "Federal Reclamation Laws," and against certain lands located in the County of Maricopa, State of Arizona, and more fully described in Exhibit "A," attached hereto.

2. WHEREAS, under the Colorado River Basin Project Act of September 30, 1968 (82 Stat. 885), as amended on December 20, 1982, the Bureau of Reclamation is authorized to construct, reconstruct, operate, and maintain a water delivery system to provide Central Arizona Project water to agricultural lands within Pinal and Maricopa Counties, Arizona, and within the service area of Queen Creek Irrigation District ("District").

3. WHEREAS, the United States hereby exercises its rights, reserved under the Act of August 30, 1890 (26 Stat. 391), for the construction, reconstruction, operation, and maintenance of the water distribution system over the lands set forth in the reserved right-of-way described in Exhibit "A;" and

4. WHEREAS, as part of its reserved rights the United States, its permittees, successors or assigns, may construct, reconstruct, operate, maintain, enlarge, improve, relocate, remove, repair, and renew, together with the right of access thereto for such purposes, at any time and from time to time, a water conduit and related facilities, consisting of one or more pipelines, canals, laterals, markers, air valves, manholes, valves, meters, surge control devices, buried communication conduits, and all other fixtures, devices and appurtenances related thereto, and to conduct all related activities in, on, under, and across the land described in Exhibit "A," in accordance with the rights reserved to the United States under the Act of August 30, 1890 (26 Stat. 391), under the following conditions:

(a) The United States shall have the right to use the subject lands for ingress and egress at any time without prior notice, together with the right to use roadways, lanes, and rights-of-way on property adjacent thereto, existing at any time, as may be convenient and necessary for the purposes of exercising the rights herein mentioned. The United States may, at any time, install and/or use gates in any fences which are now or may hereafter be constructed on the lands described in Exhibit "A," or on such adjoining lands for the purpose of exercising the rights herein mentioned.

(b) The rights reserved to, and exercised by, the United States shall be subject to all existing structures, fencing, canals, ditches, pipelines, roadways, and rights-of-way, and all future uses, including but not limited to the right of the Landowner of the lands described in Exhibit "A," his heirs, executors, administrators, successors, and assigns ("Landowner") to use the lands within said parcel for agricultural and other purposes, which do not or could not directly or indirectly interfere with or endanger the exercise of the rights of the United States. PROVIDED, HOWEVER, that the Landowner shall clear and keep clear the lands described in Exhibit "A" from explosives, buildings and structures of all kinds or facilities of a permanent nature which directly or indirectly interfere or could interfere with the rights of the United States, and the United States shall have the permanent right of exclusive use and possession within the easement within a distance of one foot of the outside surface of the United States' facilities.

(c) The United States shall have the right to do all things necessary and proper to maintain no less than 4 feet and no more than 8 feet of earth cover over underground facilities constructed within the lands described in Exhibit "A" by the United States. Land leveling or other ground surface alteration within said lands will be permitted so long as the minimum and maximum amount of earth cover specified herein is maintained, Provided, that all costs for reconstructing aboveground project facilities necessitated by land leveling or other ground surface alteration shall be borne by the Landowner. No other land leveling or ground surface alteration within said lands will be permitted without the prior written consent of the United States, which consent will not be unreasonably withheld.

5. The United States will hold such right-of-way forever for all purposes consistent with the water distribution project of the District, its successors and assigns, or any changes, or additions or modifications that may hereafter be made therein, and the United States will have the perpetual right to take and use materials, as well as all of the rights incident to such water distribution project, or any changes, additions, or modifications thereof over, upon, or across said right-of-way described in Exhibit "A."

88 040847

6. Subsequent to receiving this Notice, the Landowner will not be compensated for the loss of any crop planted on the land described in Exhibit "A," which may be destroyed or removed by the United States in the construction, operation or maintenance of the aforementioned irrigation water distribution system.

NOW, THEREFORE, all persons take notice that the United States, by virtue of the aforementioned laws, has the right to enter upon the real property described in Exhibit "A" as necessary to construct, reconstruct, repair, replace, and permanently operate and maintain the water distribution system and appurtenant facilities for the carrying of water in connection with the aforesaid Queen Creek Irrigation District water delivery project, in, over, and across the properties described in Exhibit "A" attached hereto.

UNITED STATES OF AMERICA

By: Larry D. Morton
Acting Project Manager
Arizona Projects Office
Bureau of Reclamation

AGREEMENT (XG)

Contract No. 9-07-32-L2170
 Tract No. QCID-2-215

UNITED STATES
 DEPARTMENT OF THE INTERIOR
 BUREAU OF RECLAMATION
 CENTRAL ARIZONA PROJECT

AGREEMENT RELATING TO EXERCISE OF RESERVED RIGHT-OF-WAY

1. THIS AGREEMENT, made this 30th day of September, 1988, in pursuance of the Act of August 30, 1890 (26 Stat. 391) as amended, the Act of June 17, 1902 (32 Stat. 388) and acts amendatory thereof or supplementary thereto, the Act of September 2, 1964 (78 Stat. 808), and the Act of October 4, 1966 (80 Stat. 873), between the UNITED STATES OF AMERICA, herein styled the "UNITED STATES," represented by the officer executing this agreement and Jorde Farms, Inc., a Minnesota Corporation, herein collectively styled "Landowner."

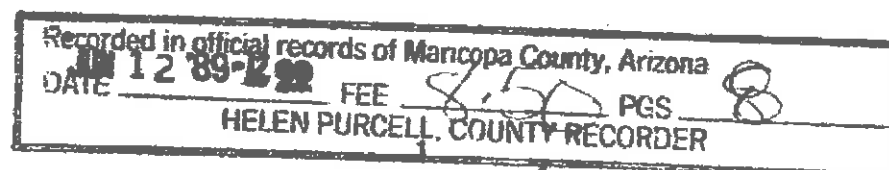
WITNESSETH:

2. WHEREAS, the United States has exercised rights reserved under the Act of August 30, 1890 (26 Stat. 391), for the construction, reconstruction, operation, and maintenance of the QUEEN CREEK IRRIGATION DISTRICT ("District") water distribution system on certain lands owned by the Landowner, situated in Maricopa County, State of Arizona, which right-of-way is specifically described in Exhibit "A" attached hereto and by this reference made a part hereof; together with the right of ingress thereto and egress therefrom across and along adjacent lands by means of such roads and lanes as may exist from time to time thereon; and

3. WHEREAS, 43 U.S.C. Sec. 945a, requires the Secretary of the Interior to pay just compensation to the owner of private lands utilized for rights-of-way;

4. NOW, THEREFORE, the United States agrees to pay the Landowner and the Landowner agrees to accept the amount of Ten Thousand and NO/100 Dollars (\$10,000.00) as just and full compensation for the exercise of the rights-of-way referred to in Paragraph 2 above, and full consideration for Landowner's promises and agreements herein contained.

5. The Landowner hereby ratifies and affirms the right of the United States, its permittees, successors or assigns, to construct, reconstruct, operate, maintain, enlarge, improve, relocate, remove,



repair and renew, together with the right of access thereto for such purposes, at any time and from time to time, a water conduit and related facilities, consisting of one or more pipelines, canals, laterals, markers, air valves, manholes, valves, meters, surge control devices, buried communication conduits, and all other fixtures, devices and appurtenances related thereto, and to conduct all related activities in, on, under, and across the land described in Exhibit "A," in accordance with the rights reserved to the United States under the Act of August 30, 1890 (26 Stat. 391), under the following conditions:

(a) The United States shall have the right to use the subject land for ingress and egress at any time without prior notice, together with the right to use roadways, lanes and rights-of-way on property adjacent thereto, existing at any time, as may be convenient and necessary for the purposes of exercising the rights herein mentioned. The United States may, at any time, install and/or use gates in any fences which are now or may hereafter be constructed on said lands described in Exhibit "A," or on such adjoining lands for the purpose of exercising the rights herein mentioned.

(b) The rights reserved to, and exercised by, the United States shall be subject to all existing structures, fencing, canals, ditches, pipelines, roadways, and rights-of-way, and all future uses, including but not limited to the right of the Landowner of the lands described in Exhibit "A," his heirs, executors, administrators, successors, and assigns to use the lands within said parcel for agricultural and other purposes, which do not or could not directly or indirectly interfere with or endanger the exercise of the rights of the United States. The Landowner agrees and understands he will not be compensated for the loss of any crop planted on the land described in Exhibit "A," which may be destroyed or removed by the United States in the construction, operation or maintenance of the aforementioned irrigation water distribution system, if said crop was planted subsequent to the Government exercising its reserved right-of-way. PROVIDED, HOWEVER, that the Landowner shall clear and keep clear the lands described in Exhibit "A" from explosives, buildings and structures of all kinds or facilities of a permanent nature which directly or indirectly interfere or could interfere with the rights of the United States, and the United States shall have the permanent right of exclusive use and possession within the easement within a distance of one foot of the outside surface of the United States' facilities.

(c) The United States shall have the right to do all things necessary and proper to maintain no less than four feet and no more than eight feet of earth cover over underground facilities constructed within said lands described in Exhibit "A" by the United States. Land leveling or other ground surface alteration within said lands will be permitted so long as the minimum and maximum amount of earth cover specified herein is maintained, PROVIDED THAT all costs for reconstructing

aboveground project facilities necessitated by land leveling or other ground surface alteration shall be borne by the Landowner. No other land leveling or ground surface alteration within said lands will be permitted without the prior written consent of the United States, which consent will not be unreasonably withheld.

6. The United States will hold such right-of-way forever for all purposes consistent with the water distribution project of the District, its successors and assigns, or any changes, or additions or modifications that may hereafter be made therein, and the United States will have the perpetual right to take and use materials, as well as all of the rights incident to such water distribution project, or any changes, additions, or modifications thereof over, upon or across said right-of-way described in Exhibit "A."

7. This agreement shall constitute full and complete satisfaction of all claims by the Landowner to compensation under the Act of August 30, 1890 (43 U.S.C. Sec. 945a), for the land described in the attached Exhibit "A."

8. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this agreement or to any benefit that may arise herefrom, but this restriction shall not be construed to extend to this agreement if made with a corporation or company for its general benefit.

9. The Landowner warrants that no person or agency has been employed or retained to solicit or secure this agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide established commercial agencies maintained by the Landowner for the purpose of securing business. For breach or violation of this warranty, the Government shall have the right to annul this agreement without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

10. The expenditure of any money or the performance of any work by the United States herein provided for, which may require appropriations of money by Congress or the allotment of funds, shall be contingent upon such appropriations or allotments being made. The failure of Congress so to appropriate funds or the failure of an allotment of funds shall not relieve the Landowner from any obligations under this agreement and no liability shall accrue against the United States, its officers, agents, employees, successors, or assigns, in case such funds are not appropriated or allotted.

11. The provisions of this agreement shall obligate and inure to the benefit of the respective heirs, executors, administrators, successors, and assigns of the parties to this agreement.

12. The Landowner, claiming to be the rightful claimant to any and all compensation arising out of the Act of August 30, 1890 (43 U.S.C. Sec. 945a), for the lands described in the attached Exhibit "A," does hereby indemnify and hold the United States harmless from any and all competing claimants to the awards set forth in this agreement or otherwise mandated by statute.

IN WITNESS WHEREOF, the parties hereto have signed their names the day and year first above written.

LANDOWNER

UNITED STATES OF AMERICA

Jorde Farms, Inc.,
a Minnesota Corporation

By

Walter Jorde
President

By

Robert J. Taylor
Project Manager
Arizona Projects Office
Bureau of Reclamation

By

John M. Langer
Secretary

TITLE REPORT NO. 100578, 100591

89 266812

QUEEN CREEK, SAN TAN AND CHANDLER HEIGHTS CITRUS IRRIGATION
DISTRICTS' JOINT DISTRIBUTION PROJECT
TRACT NO. QCID-2-215

EXHIBIT A

DESCRIPTION OF REAL ESTATE IN MARICOPA
COUNTY, STATE OF ARIZONA

Two parcels of land located in the Northeast Quarter (NE1/4) and Southeast Quarter (SE1/4) of Section Ten (10), Township Two (2) South, Range Seven (7) East, Gila and Salt River Meridian, containing a combined area of 3.13 acres, more or less, and being separately described as follows:

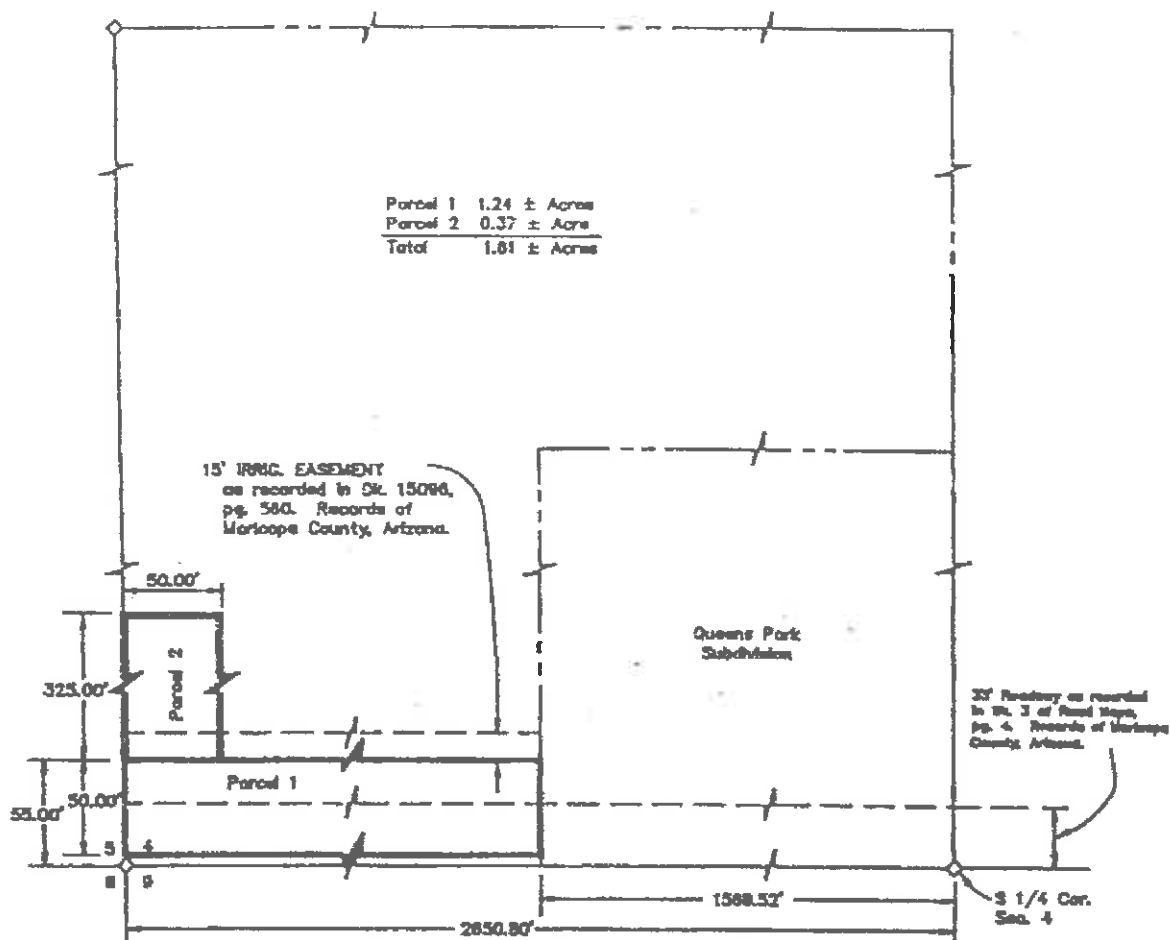
Parcel 1

The South 50.00 feet of the North 60.00 feet of the NE1/4 of said Section 10. Said Parcel 1 contains an area of 3.03 acres, more or less.

Parcel 2

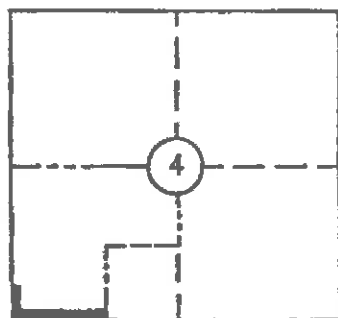
The West 30.00 feet of the South 140.00 feet of the SE1/4 of said Section 10. Said Parcel 2 contains an area of 0.10 acre, more or less.

William E. Eden 6-10-86
Checked as to Engineering Data
SJC 7-1-86



GERMANN AND HAWES INVESTMENTS
1.61 ± ACRES — PERMANENT EASEMENT
A PART OF SW 1/4 SEC. 4
T.2S., R.7E., G.4S.R.M.
MARICOPA COUNTY, ARIZONA

- ◇ Found sec. cor. or 1/4 sec. cor.
- ⊙ Calculated point
- ⊕ Assumed sec. cor. or 1/4 sec. cor.
- Easement Line



PREPARED BY W. S. COOK & ASSOCIATES SCOTTSDALE, ARIZONA	
QUEN CREEK, CHANDLER HEIGHTS CITRUS & SAN TAN JOINT DISTRIBUTION SYSTEM RIGHT OF WAY	
DRAWN BY CHECKED BY APPROVED BY	DRAWN BY CHECKED BY APPROVED BY
Phoenix, AZ	June 1988
344-330-7288	

248

RECORDED IN OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA	
DEC 22 '87 - 11:00	
KEITH POLETIS County Recorder	
FEE 7	PGS 4 H.L.

NOTICE (N)

Tract No. GCID-2-217

88 365107

NOTICE OF EXERCISE OF RESERVED RIGHT-OF-WAY ~~87 752478~~
BY THE UNITED STATES

1. THIS NOTICE, made this 9th day of December, 1987, by the UNITED STATES OF AMERICA, hereinafter referred to as the "United States," represented by the officer executing this notice, his duly authorized representative, pursuant to the Act of Congress approved August 30, 1890 (26 Stat. 391), as amended and supplemented; and the Act of Congress approved June 17, 1902 (32 Stat. 388); and acts amendatory thereof or supplementary thereto, all of which acts are commonly known and referred to as the "Federal Reclamation Laws," and against certain lands located in the County of Maricopa, State of Arizona, and more fully described in Exhibit "A," attached hereto.

2. WHEREAS, under the Colorado River Basin Project Act of September 30, 1968 (82 Stat. 885), as amended on December 20, 1982, the Bureau of Reclamation is authorized to construct, reconstruct, operate, and maintain a water delivery system to provide Central Arizona Project water to agricultural lands within Pinal and Maricopa Counties, Arizona, and within the service area of Queen Creek Irrigation District ("District").

3. WHEREAS, the United States hereby exercises its rights, reserved under the Act of August 30, 1890 (26 Stat. 391), for the construction, reconstruction, operation, and maintenance of the water distribution system over the lands set forth in the reserved right-of-way described in Exhibit "A;" and

4. WHEREAS, as part of its reserved rights the United States, its permittees, successors or assigns, may construct, reconstruct, operate, maintain, enlarge, improve, relocate, remove, repair, and renew, together with the right of access thereto for such purposes, at any time and from time to time, a water conduit and related facilities, consisting of one or more pipelines, canals, laterals, markers, air valves, manholes, valves, meters, surge control devices, buried communication conduits, and all other fixtures, devices and appurtenances related thereto, and to conduct all related activities in, on, under, and across the land described in Exhibit "A," in accordance with the rights reserved to the United States under the Act of August 30, 1890 (26 Stat. 391), under the following conditions:

(a) The United States shall have the right to use the subject lands for ingress and egress at any time without prior notice, together with the right to use roadways, lanes, and rights-of-way on property adjacent thereto, existing at any time, as may be convenient and necessary for the purposes of exercising the rights herein mentioned. The United States may, at any time, install and/or use gates in any fences which are now or may hereafter be constructed on the lands described in Exhibit "A," or on such adjoining lands for the purpose of exercising the rights herein mentioned.

(b) The rights reserved to, and exercised by, the United States shall be subject to all existing structures, fencing, canals, ditches, pipelines, roadways, and rights-of-way, and all future uses, including but not limited to the right of the Landowner of the lands described in Exhibit "A," his heirs, executors, administrators, successors, and assigns ("Landowner") to use the lands within said parcel for agricultural and other purposes, which do not or could not directly or indirectly interfere with or endanger the exercise of the rights of the United States. PROVIDED, HOWEVER, that the Landowner shall clear and keep clear the lands described in Exhibit "A" from explosives, buildings and structures of all kinds or facilities of a permanent nature which directly or indirectly interfere or could interfere with the rights of the United States, and the United States shall have the permanent right of exclusive use and possession within the easement within a distance of one foot of the outside surface of the United States' facilities.

(c) The United States shall have the right to do all things necessary and proper to maintain no less than 4 feet and no more than 8 feet of earth cover over underground facilities constructed within the lands described in Exhibit "A" by the United States. Land leveling or other ground surface alteration within said lands will be permitted so long as the minimum and maximum amount of earth cover specified herein is maintained, Provided, that all costs for reconstructing aboveground project facilities necessitated by land leveling or other ground surface alteration shall be borne by the Landowner. No other land leveling or ground surface alteration within said lands will be permitted without the prior written consent of the United States, which consent will not be unreasonably withheld.

5. The United States will hold such right-of-way forever for all purposes consistent with the water distribution project of the District, its successors and assigns, or any changes, or additions or modifications that may hereafter be made therein, and the United States will have the perpetual right to take and use materials, as well as all of the rights incident to such water distribution project, or any changes, additions, or modifications thereof over, upon, or across said right-of-way described in Exhibit "A."

~~87 752472~~

88 365107

6. Subsequent to receiving this Notice, the Landowner will not be compensated for the loss of any crop planted on the land described in Exhibit "A," which may be destroyed or removed by the United States in the construction, operation or maintenance of the aforementioned irrigation water distribution system.

NOW, THEREFORE, all persons take notice that the United States, by virtue of the aforementioned laws, has the right to enter upon the real property described in Exhibit "A" as necessary to construct, reconstruct, repair, replace, and permanently operate and maintain the water distribution system and appurtenant facilities for the carrying of water in connection with the aforesaid Queen Creek Irrigation District water delivery project, in, over, and across the properties described in Exhibit "A" attached hereto.

UNITED STATES OF AMERICA

By: Robert H. Toul
Project Manager
Arizona Projects Office
Bureau of Reclamation

TITLE REPORT NO. 100458

88 365107

QUEEN CREEK, SAN TAN AND CHANDLER HEIGHTS CITRUS IRRIGATION
DISTRICTS' JOINT DISTRIBUTION PROJECT
TRACT NO. QCID-2-217

EXHIBIT A

DESCRIPTION OF REAL ESTATE
IN MARICOPA COUNTY, STATE OF ARIZONA

Two parcels of land located in the Southwest Quarter (SW1/4) of Section 4, Township Two (2) South, Range Seven (7) East, Gila and Salt River Meridian, containing a combined area of 1.61 acres, more or less, and being separately described as follows:

Parcel 1

The North 50.00 feet of the South 55.00 feet of the SW1/4 of said Section 4...EXCEPT the East 1568.52 feet thereof. Said Parcel 1 contains an area of 1.24 acres, more or less, after said exception has been made.

Parcel 2

The North 325.00 feet of the South 380.00 feet of the West 50.00 feet of the SW1/4 of said Section 4. Said Parcel 2 contains an area of 0.37 acre, more or less.

Mark D. Smith 3/10/88
Checked as to Engineering Data

Revision 1 - Turnout Added

K. C. Cox 3-23-88



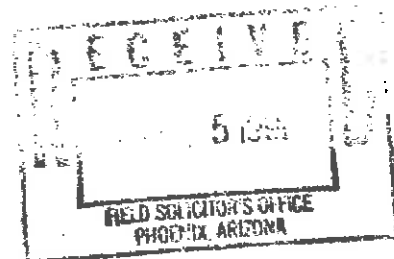
United States Department of the Interior

BUREAU OF RECLAMATION
ARIZONA PROJECTS OFFICE
23636 N. 7TH STREET
P.O. BOX 9980
PHOENIX, ARIZONA 85068

IN REPLY
REFER TO:

AP0-1000 LND-3.00
91007304 6057

APP 2 A 1991



Memorandum

To: Field Solicitor, Phoenix AZ *Hg*

From: Chief, Realty Division

Subject: Request for Final Legal Review - Germann and Hawes Investments et al. - Tract No. QCID-002-0217 - Queen Creek Chandler Heights Citrus and San Tan Joint Distribution System - Central Arizona Project (Land Acquisition)

We have completed the subject acquisition through direct payment to Germann and Hawes Investments Limited Partnership and copies of the following are enclosed for your use in issuing a Final Legal Review:

1. Field Solicitor's Preliminary Legal Review, dated September 20, 1990.
2. Recorded Agreement Relating to Exercise of Reserve Right-of-Way No. 0-07-32-L2619, dated July 3, 1990.
3. Updated Title Report No. 105,574; by Ticor Title Insurance Company of California, reflecting the recording of the Notice of Exercise of Reserved Right-of-Way.
4. Certified letter transmitting payment, U.S. Postal Service Receipt No. P 724 423 703, and check.
5. Deed of Partial Release and Reconveyance.

We were unable to obtain the disclaimer requested in the Preliminary Legal Review, but did receive a Deed of Partial Release and Reconveyance listed in item 5 above.

If you approve of the above procedure, please sign in the space provided and return this memorandum to our office. Should you need additional information in providing a Final Legal Review, please call Ms. Camille Irwin at 602-870-6721.

Enclosures 4

An examination has been made of the title evidence and related papers pertaining to certain land under authority of the Act of August 30, 1890 (26 Stat. 391). The rights exercised by the United States are described in the Notice Relating to Exercise of Reserved Right-of-Way dated _____ and recorded at _____ No. _____, County Recorder's Office, _____ County, Arizona. The land may now be used for its intended purpose. Approved this 24th day of April 1991.

Fritz L. Goreham

Fritz L. Goreham

Field Solicitor, Phoenix AZ

Additional Comments: _____

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
CENTRAL ARIZONA PROJECT

AGREEMENT RELATING TO EXERCISE OF RESERVED RIGHT-OF-WAY

1. THIS AGREEMENT, made this 2nd day of July, 1970, in pursuance of the Act of August 30, 1890 (25 Stat. 391) as amended, the Act of June 17, 1902 (32 Stat. 388) and acts amendatory thereof or supplementary thereto, the Act of September 2, 1964 (78 Stat. 808), and the Act of October 4, 1966 (80 Stat. 873), between the UNITED STATES OF AMERICA, herein styled the "UNITED STATES," represented by the officer executing this agreement and Germann and Hawes Investments Limited Partnership, an Arizona Limited Partnership, herein collectively styled "Landowner."

WITNESSETH:

2. WHEREAS, the United States has exercised rights reserved under the Act of August 30, 1890 (25 Stat. 391), for the construction, reconstruction, operation, and maintenance of the QUEEN CREEK IRRIGATION DISTRICT ("District") water distribution system on certain lands owned by the Landowner, situated in Maricopa County, State of Arizona, which right-of-way is specifically described in Exhibit "A" attached hereto and by this reference made a part hereof; together with the right of ingress thereto and egress therefrom across and along adjacent lands by means of such roads and lanes as may exist from time to time thereon; and

3. WHEREAS, 43 U.S.C. Sec. 945a, requires the Secretary of the Interior to pay just compensation to the owner of private lands utilized for rights-of-way;

4. NOW, THEREFORE, the United States agrees to pay the Landowner and the Landowner agrees to accept the amount of Seven Thousand Five Hundred Twenty and NO/100 Dollars (\$7,520.00) as just and full compensation for the exercise of the rights-of-way referred to in Paragraph 2 above, and full consideration for Landowner's promises and agreements herein contained.

5. The Landowner hereby ratifies and affirms the right of the United States, its permittees, successors or assigns, to construct, reconstruct, operate, maintain, enlarge, improve, relocate, remove,

repair and renew, together with the right of access thereto for such purposes, at any time and from time to time, a water conduit and related facilities, consisting of one or more pipelines, canals, laterals, markers, air valves, manholes, valves, meters, surge control devices, buried communication conduits, and all other fixtures, devices and appurtenances related thereto, and to conduct all related activities in, on, under, and across the land described in Exhibit "A," in accordance with the rights reserved to the United States under the Act of August 30, 1890 (26 Stat. 331), under the following conditions:

(a) The United States shall have the right to use the subject land for ingress and egress at any time without prior notice, together with the right to use roadways, lanes and rights-of-way on property adjacent thereto, existing at any time, as may be convenient and necessary for the purposes of exercising the rights herein mentioned. The United States may, at any time, install and/or use gates in any fences which are now or may hereafter be constructed on said lands described in Exhibit "A," or on such adjoining lands for the purpose of exercising the rights herein mentioned.

(b) The rights reserved to, and exercised by, the United States shall be subject to all existing structures, fencing, canals, ditches, pipelines, roadways, and rights-of-way, and all future uses, including but not limited to the right of the Landowner of the lands described in Exhibit "A," his heirs, executors, administrators, successors, and assigns to use the lands within said parcel for agricultural and other purposes, which do not or could not directly or indirectly interfere with or endanger the exercise of the rights of the United States. The Landowner agrees and understands he will not be compensated for the loss of any crop planted on the land described in Exhibit "A," which may be destroyed or removed by the United States in the construction, operation or maintenance of the aforementioned irrigation water distribution system, if said crop was planted subsequent to the Government exercising its reserved right-of-way. PROVIDED, HOWEVER, that the Landowner shall clear and keep clear the lands described in Exhibit "A" from explosives, buildings and structures of all kinds or facilities of a permanent nature which directly or indirectly interfere or could interfere with the rights of the United States, and the United States shall have the permanent right of exclusive use and possession within the easement within a distance of one foot of the outside surface of the United States' facilities.

(c) The United States shall have the right to do all things necessary and proper to maintain no less than four feet and no more than eight feet of earth cover over underground facilities constructed within said lands described in Exhibit "A" by the United States. Land leveling or other ground surface alteration within said lands will be permitted so long as the minimum and maximum amount of earth cover specified herein is maintained, PROVIDED THAT all costs for reconstructing

aboveground project facilities necessitated by land leveling or other ground surface alteration shall be borne by the Landowner. No other land leveling or ground surface alteration within said lands will be permitted without the prior written consent of the United States, which consent will not be unreasonably withheld.

6. The United States will hold such right-of-way forever for all purposes consistent with the water distribution project of the District, its successors and assigns, or any changes, or additions or modifications that may hereafter be made therein, and the United States will have the perpetual right to take and use materials, as well as all of the rights incident to such water distribution project, or any changes, additions, or modifications thereof over, upon or across said right-of-way described in Exhibit "A."

7. This agreement shall constitute full and complete satisfaction of all claims by the Landowner to compensation under the Act of August 30, 1890 (43 U.S.C. Sec. 945a), for the land described in the attached Exhibit "A."

8. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this agreement or to any benefit that may arise herefrom, but this restriction shall not be construed to extend to this agreement if made with a corporation or company for its general benefit.

9. The Landowner warrants that no person or agency has been employed or retained to solicit or secure this agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide established commercial agencies maintained by the Landowner for the purpose of securing business. For breach or violation of this warranty, the Government shall have the right to annul this agreement without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

10. The expenditure of any money or the performance of any work by the United States herein provided for, which may require appropriations of money by Congress or the allotment of funds, shall be contingent upon such appropriations or allotments being made. The failure of Congress so to appropriate funds or the failure of an allotment of funds shall not relieve the Landowner from any obligations under this agreement and no liability shall accrue against the United States, its officers, agents, employees, successors, or assigns, in case such funds are not appropriated or allotted.

11. The provisions of this agreement shall obligate and inure to the benefit of the respective heirs, executors, administrators, successors, and assigns of the parties to this agreement.

12. The Landowner, claiming to be the rightful claimant to any and all compensation arising out of the Act of August 30, 1890 (43 U.S.C. Sec. 945a), for the lands described in the attached Exhibit "A," does hereby indemnify and hold the United States harmless from any and all competing claimants to the awards set forth in this agreement or otherwise mandated by statute.

IN WITNESS WHEREOF, the parties hereto have signed their names the day and year first above written.

LANDOWNER

Germann and Hawes Investments
Limited Partnership

By:

Donald W. Hussinger
MANAGING PARTNER

UNITED STATES OF AMERICA

By:

Lloyd D. Morton
Acting Project Manager
Arizona Project office
Bureau of Reclamation

By: _____

TITLE REPORT NO. 100458

QUEEN CREEK, SAN TAN AND CHANDLER HEIGHTS CITRUS IRRIGATION
DISTRICTS' JOINT DISTRIBUTION PROJECT
TRACT NO. QCID-2-217

EXHIBIT A

DESCRIPTION OF REAL ESTATE
IN MARICOPA COUNTY, STATE OF ARIZONA

Two parcels of land located in the Southwest Quarter (SW1/4) of Section 4, Township Two (2) South, Range Seven (7) East, Gila and Salt River Meridian, containing a combined area of 1.61 acres, more or less, and being separately described as follows:

Parcel 1

The North 50.00 feet of the South 55.00 feet of the SW1/4 of said Section 4...EXCEPT the East 1568.52 feet thereof. Said Parcel 1 contains an area of 1.24 acres, more or less, after said exception has been made.

Parcel 2

The North 325.00 feet of the South 380.00 feet of the West 50.00 feet of the SW1/4 of said Section 4. Said Parcel 2 contains an area of 0.37 acre, more or less.

Mark G. Smith 3/10/88
Checked as to Engineering Data

Revision 1 - Turnout Added

K. Carney 3-23-88

89 266811

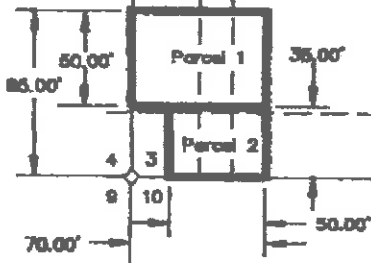
W 1/4 Cor.
Sec. 3

Center
Sec. 3

17' HIGHWAY EASEMENT
as recorded in SKT. 5417,
pg. 313. Records of Maricopa
County, Arizona.

33' roadway as recorded
in Blk. 2, pg. 82 of Road
Maps. Records of Maricopa
County, Arizona.

Parcel 1	0.08 ± Acre
Parcel 2	0.04 ± Acre
Total	0.12 ± Acre



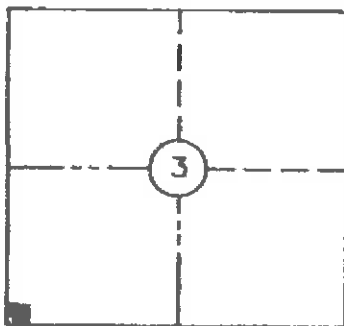
33' roadway as recorded
in Blk. 3, pg. 4 of Road
Maps. Records of Maricopa
County, Arizona.

S 1/4 Cor.
Sec. 3

JORDE FARMS, INC.
0.12 ± ACRE — PERMANENT EASEMENT
A PART OF SW 1/4 SEC. 3
T.2S., R.7E., G.&S.R.M.
MARICOPA COUNTY, ARIZONA

- ◊ Found sec. cor., 1/4 cor., or sec. center
- ⊙ Calculated point
- ⊕ Assumed sec. cor. or 1/4 sec. cor.
- Easement Line

100 0 100 200
SCALE OF FEET



PREPARED BY W. S. GOOKIN & ASSOCIATES SCOTTSDALE, ARIZONA	
BUILT 1968 DEPARTMENT OF SAN GAVIN COUNTY OF MARICOPA COUNTY, ARIZONA SALT - GRA. 1968 - 1968	
QUEEN CREEK, CHANDLER HEIGHTS CITRUS & SAN TAN JOINT DISTRIBUTION SYSTEM RIGHT OF WAY	
DRAWN BY CHECKED BY DATE	DESIGNED BY APPROVED BY DATE
Phoenix, AZ	January 1968
844-830-7289	

RECORDED IN OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA		
JAN 28 '88 -300		
KEITH POLETIS, County Recorder		
FEE 700	PAS 4	L.D.

88 040848

NOTICE (N)

Tract No. GCID-2-218

NOTICE OF EXERCISE OF RESERVED RIGHT-OF-WAY
BY THE UNITED STATES

1. THIS NOTICE, made this 9th day of December, 1987, by the UNITED STATES OF AMERICA, hereinafter referred to as the "United States," represented by the officer executing this notice, his duly authorized representative, pursuant to the Act of Congress approved August 30, 1890 (26 Stat. 391), as amended and supplemented; and the Act of Congress approved June 17, 1902 (32 Stat. 388); and acts amendatory thereof or supplementary thereto, all of which acts are commonly known and referred to as the "Federal Reclamation Laws," and against certain lands located in the County of Maricopa, State of Arizona, and more fully described in Exhibit "A," attached hereto.

2. WHEREAS, under the Colorado River Basin Project Act of September 30, 1968 (82 Stat. 885), as amended on December 20, 1982, the Bureau of Reclamation is authorized to construct, reconstruct, operate, and maintain a water delivery system to provide Central Arizona Project water to agricultural lands within Pinal and Maricopa Counties, Arizona, and within the service area of Queen Creek Irrigation District ("District").

3. WHEREAS, the United States hereby exercises its rights, reserved under the Act of August 30, 1890 (26 Stat. 391), for the construction, reconstruction, operation, and maintenance of the water distribution system over the lands set forth in the reserved right-of-way described in Exhibit "A;" and

4. WHEREAS, as part of its reserved rights the United States, its permittees, successors or assigns, may construct, reconstruct, operate, maintain, enlarge, improve, relocate, remove, repair, and renew, together with the right of access thereto for such purposes, at any time and from time to time, a water conduit and related facilities, consisting of one or more pipelines, canals, laterals, markers, air valves, manholes, valves, meters, surge control devices, buried communication conduits, and all other fixtures, devices and appurtenances related thereto, and to conduct all related activities in, on, under, and across the land described in Exhibit "A," in accordance with the rights reserved to the United States under the Act of August 30, 1890 (26 Stat. 391), under the following conditions:

(a) The United States shall have the right to use the subject lands for ingress and egress at any time without prior notice, together with the right to use roadways, lanes, and rights-of-way on property adjacent thereto, existing at any time, as may be convenient and necessary for the purposes of exercising the rights herein mentioned. The United States may, at any time, install and/or use gates in any fences which are now or may hereafter be constructed on the lands described in Exhibit "A," or on such adjoining lands for the purpose of exercising the rights herein mentioned.

(b) The rights reserved to, and exercised by, the United States shall be subject to all existing structures, fencing, canals, ditches, pipelines, roadways, and rights-of-way, and all future uses, including but not limited to the right of the Landowner of the lands described in Exhibit "A," his heirs, executors, administrators, successors, and assigns ("Landowner") to use the lands within said parcel for agricultural and other purposes, which do not or could not directly or indirectly interfere with or endanger the exercise of the rights of the United States. PROVIDED, HOWEVER, that the Landowner shall clear and keep clear the lands described in Exhibit "A" from explosives, buildings and structures of all kinds or facilities of a permanent nature which directly or indirectly interfere or could interfere with the rights of the United States, and the United States shall have the permanent right of exclusive use and possession within the easement within a distance of one foot of the outside surface of the United States' facilities.

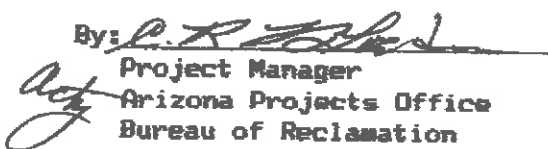
(c) The United States shall have the right to do all things necessary and proper to maintain no less than 4 feet and no more than 8 feet of earth cover over underground facilities constructed within the lands described in Exhibit "A" by the United States. Land leveling or other ground surface alteration within said lands will be permitted so long as the minimum and maximum amount of earth cover specified herein is maintained, Provided, that all costs for reconstructing aboveground project facilities necessitated by land leveling or other ground surface alteration shall be borne by the Landowner. No other land leveling or ground surface alteration within said lands will be permitted without the prior written consent of the United States, which consent will not be unreasonably withheld.

5. The United States will hold such right-of-way forever for all purposes consistent with the water distribution project of the District, its successors and assigns, or any changes, or additions or modifications that may hereafter be made therein, and the United States will have the perpetual right to take and use materials, as well as all of the rights incident to such water distribution project, or any changes, additions, or modifications thereof over, upon, or across said right-of-way described in Exhibit "A."

6. Subsequent to receiving this Notice, the Landowner will not be compensated for the loss of any crop planted on the land described in Exhibit "A," which may be destroyed or removed by the United States in the construction, operation or maintenance of the aforementioned irrigation water distribution system.

NOW, THEREFORE, all persons take notice that the United States, by virtue of the aforementioned laws, has the right to enter upon the real property described in Exhibit "A" as necessary to construct, reconstruct, repair, replace, and permanently operate and maintain the water distribution system and appurtenant facilities for the carrying of water in connection with the aforesaid Queen Creek Irrigation District water delivery project, in, over, and across the properties described in Exhibit "A" attached hereto.

UNITED STATES OF AMERICA

By: 
Project Manager
Arizona Projects Office
Bureau of Reclamation

AGREEMENT (XG)

Contract No. 9-07-32-L2172
 Tract No. QCID-2-218

UNITED STATES
 DEPARTMENT OF THE INTERIOR
 BUREAU OF RECLAMATION
 CENTRAL ARIZONA PROJECT

AGREEMENT RELATING TO EXERCISE OF RESERVED RIGHT-OF-WAY

1. THIS AGREEMENT, made this 30th day of September, 1988, in pursuance of the Act of August 30, 1890 (26 Stat. 391) as amended, the Act of June 17, 1902 (32 Stat. 388) and acts amendatory thereof or supplementary thereto, the Act of September 2, 1964 (78 Stat. 808), and the Act of October 4, 1966 (80 Stat. 873), between the UNITED STATES OF AMERICA, herein styled the "UNITED STATES," represented by the officer executing this agreement and Jorde Farms, Inc., a Minnesota corporation, herein collectively styled "Landowner."

WITNESSETH:

2. WHEREAS, the United States has exercised rights reserved under the Act of August 30, 1890 (26 Stat. 391), for the construction, reconstruction, operation, and maintenance of the QUEEN CREEK IRRIGATION DISTRICT ("District") water distribution system on certain lands owned by the Landowner, situated in Maricopa County, State of Arizona, which right-of-way is specifically described in Exhibit "A" attached hereto and by this reference made a part hereof; together with the right of ingress thereto and egress therefrom across and along adjacent lands by means of such roads and lanes as may exist from time to time thereon; and

3. WHEREAS, 43 U.S.C. Sec. 945a, requires the Secretary of the Interior to pay just compensation to the owner of private lands utilized for rights-of-way;

4. NOW, THEREFORE, the United States agrees to pay the Landowner and the Landowner agrees to accept the amount of One Hundred Forty Dollars and NO/100 (\$140.00) as just and full compensation for the exercise of the rights-of-way referred to in Paragraph 2 above, and full consideration for Landowner's promises and agreements herein contained.

5. The Landowner hereby ratifies and affirms the right of the United States, its permittees, successors or assigns, to construct, reconstruct, operate, maintain, enlarge, improve, relocate, remove,

Recorded in official records of Maricopa County Arizona			
DATE	12 89-200	FEE	8.50 PGS 8
HELEN PURCELL, COUNTY RECORDER			

repair and renew, together with the right of access thereto for such purposes, at any time and from time to time, a water conduit and related facilities, consisting of one or more pipelines, canals, laterals, markers, air valves, manholes, valves, meters, surge control devices, buried communication conduits, and all other fixtures, devices and appurtenances related thereto, and to conduct all related activities in, on, under, and across the land described in Exhibit "A," in accordance with the rights reserved to the United States under the Act of August 30, 1890 (26 Stat. 391), under the following conditions:

(a) The United States shall have the right to use the subject land for ingress and egress at any time without prior notice, together with the right to use roadways, lanes and rights-of-way on property adjacent thereto, existing at any time, as may be convenient and necessary for the purposes of exercising the rights herein mentioned. The United States may, at any time, install and/or use gates in any fences which are now or may hereafter be constructed on said lands described in Exhibit "A," or on such adjoining lands for the purpose of exercising the rights herein mentioned.

(b) The rights reserved to, and exercised by, the United States shall be subject to all existing structures, fencing, canals, ditches, pipelines, roadways, and rights-of-way, and all future uses, including but not limited to the right of the Landowner of the lands described in Exhibit "A," his heirs, executors, administrators, successors, and assigns to use the lands within said parcel for agricultural and other purposes, which do not or could not directly or indirectly interfere with or endanger the exercise of the rights of the United States. The Landowner agrees and understands he will not be compensated for the loss of any crop planted on the land described in Exhibit "A," which may be destroyed or removed by the United States in the construction, operation or maintenance of the aforementioned irrigation water distribution system, if said crop was planted subsequent to the Government exercising its reserved right-of-way. PROVIDED, HOWEVER, that the Landowner shall clear and keep clear the lands described in Exhibit "A" from explosives, buildings and structures of all kinds or facilities of a permanent nature which directly or indirectly interfere or could interfere with the rights of the United States, and the United States shall have the permanent right of exclusive use and possession within the easement within a distance of one foot of the outside surface of the United States' facilities.

(c) The United States shall have the right to do all things necessary and proper to maintain no less than four feet and no more than eight feet of earth cover over underground facilities constructed within said lands described in Exhibit "A" by the United States. Land leveling or other ground surface alteration within said lands will be permitted so long as the minimum and maximum amount of earth cover specified herein is maintained, PROVIDED THAT all costs for reconstructing

aboveground project facilities necessitated by land leveling or other ground surface alteration shall be borne by the Landowner. No other land leveling or ground surface alteration within said lands will be permitted without the prior written consent of the United States, which consent will not be unreasonably withheld.

6. The United States will hold such right-of-way forever for all purposes consistent with the water distribution project of the District, its successors and assigns, or any changes, or additions or modifications that may hereafter be made therein, and the United States will have the perpetual right to take and use materials, as well as all of the rights incident to such water distribution project, or any changes, additions, or modifications thereof over, upon or across said right-of-way described in Exhibit "A."

7. This agreement shall constitute full and complete satisfaction of all claims by the Landowner to compensation under the Act of August 30, 1890 (43 U.S.C. Sec. 945a), for the land described in the attached Exhibit "A."

8. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this agreement or to any benefit that may arise herefrom, but this restriction shall not be construed to extend to this agreement if made with a corporation or company for its general benefit.

9. The Landowner warrants that no person or agency has been employed or retained to solicit or secure this agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide established commercial agencies maintained by the Landowner for the purpose of securing business. For breach or violation of this warranty, the Government shall have the right to annul this agreement without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

10. The expenditure of any money or the performance of any work by the United States herein provided for, which may require appropriations of money by Congress or the allotment of funds, shall be contingent upon such appropriations or allotments being made. The failure of Congress so to appropriate funds or the failure of an allotment of funds shall not relieve the Landowner from any obligations under this agreement and no liability shall accrue against the United States, its officers, agents, employees, successors, or assigns, in case such funds are not appropriated or allotted.

11. The provisions of this agreement shall obligate and inure to the benefit of the respective heirs, executors, administrators, successors, and assigns of the parties to this agreement.

12. The Landowner, claiming to be the rightful claimant to any and all compensation arising out of the Act of August 30, 1890 (43 U.S.C. Sec. 945a), for the lands described in the attached Exhibit "A," does hereby indemnify and hold the United States harmless from any and all competing claimants to the awards set forth in this agreement or otherwise mandated by statute.

IN WITNESS WHEREOF, the parties hereto have signed their names the day and year first above written.

LANDOWNER

Jorde Farms, Inc.

UNITED STATES OF AMERICA

By

Keith J. Jorde
President

By

Robert J. Towner
Project Manager
Arizona Project Office
Bureau of Reclamation

By

John M. Lough
Secretary

TITLE REPORT NO. 100456

QUEEN CREEK, SAN TAN AND CHANDLER HEIGHTS CITRUS IRRIGATION
DISTRICTS' JOINT DISTRIBUTION PROJECT
TRACT NO. QCID-2-218

EXHIBIT A

A DESCRIPTION OF REAL ESTATE IN
MARICOPA COUNTY, STATE OF ARIZONA

Two parcels of land located in the Southwest Quarter (SW1/4) of Section Three (3), Township Two (2) South, Range Seven (7) East, Gila and Salt River Meridian, containing a combined area of 0.12 acre, more or less, and being separately described as follows:

Parcel 1

The North 50.00 feet of the South 85.00 feet of the West 70.00 feet of the SW1/4 of said Section 3. Said Parcel 1 contains an area of 0.08 acre, more or less.

Parcel 2

The East 50.00 feet of the West 70.00 feet of the South 35.00 feet of the SW1/4 of said Section 3. Said Parcel 2 contains an area of 0.04 acre, more or less.

Michael C. Grijalva 7/4/86
Checked as to Engineering Data

D. L. Carlson 8-11-86

90 364720

7' OVERHEAD TRANSMISSION LINE EASEMENT
as recorded in Recorder's # 63-21238.
Records of Maricopa County, Arizona.

THIS PAGE WILL NOT
REPRODUCE SATISFACTORILY

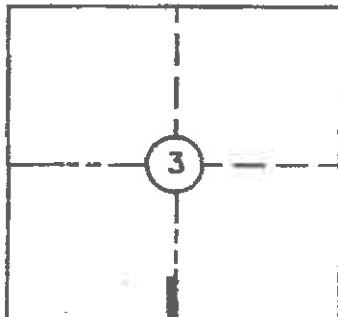
35' ROADWAY RIGHT-OF-WAY
as recorded in Book 3 of Maps,
page 4. Records of Maricopa
County, Arizona.

S. 1/4 Cor.
Sec. 3

JORDE FARMS, INC.
0.57 ± ACRE - PERMANENT EASEMENT
A PART OF SW1/4, SECTION 3
T.2S., R.7E., G.&S.R.M.
MARICOPA COUNTY, ARIZONA

- ◇ Found sec. cor. or 1/4 sec. cor.
- ⊙ Calculated point
- ⊕ Assumed sec. cor. or 1/4 sec. cor.
- Easement Line

100 0 100 200
SCALE OF FEET



PREPARED BY GODDIN ENGINEERS SCOTTSDALE, ARIZONA	
LOCAL OFFICE DEPARTMENT OF THE ENGINEER CITY OF PHOENIX CITY ENGINEER SAY - 214 NORTH - PHOENIX	
QUEEN CREEK, CHANDLER HEIGHTS CITRUS & SAN TAN JOINT DISTRIBUTION SYSTEM RIGHT OF WAY	
DESIGNED BY <i>MB</i>	CHECKED BY <i>MB</i>
DRAWN BY <i>MB</i>	ENGINEER <i>C. ENGLISH</i>
DATE <i>1-15-68</i>	BY <i>K. GARY</i>
Phoenix, AZ	February 1968
344-330-7354	

REV. 1 QCID TRACT NUMBER REVISED 8/2/88 678-88

250

RECORDED IN OFFICIAL RECORDS
OF MARICOPA COUNTY, ARIZONA

OCT 11 '88 - 11 00
KEITH POLETIS, County Recorder

FEE 7⁰⁰ PGS 4 L.D.

Tract No. QCID-2-218-D

NOTICE (N) 88 501055

**NOTICE OF EXERCISE OF RESERVED RIGHT-OF WAY
BY THE UNITED STATES**

1. THIS NOTICE, made this 21st day of June, 1988, by the UNITED STATES OF AMERICA, hereinafter referred to as the "United States," represented by the officer executing this notice, his duly authorized representative, pursuant to the Act of Congress approved August 30, 1890 (26 Stat. 391), as amended and supplemented; and the Act of Congress approved June 17, 1902 (32 Stat. 388); and acts amendatory thereof or supplementary thereto, all of which acts are commonly known and referred to as the "Federal Reclamation Laws," and against certain lands located in the County of Maricopa, State of Arizona, and more fully described in Exhibit "A," attached hereto.

2. WHEREAS, under the Colorado River Basin Project Act of September 30, 1968 (82 Stat. 885), as amended on December 20, 1982, the Bureau of Reclamation is authorized to construct, reconstruct, operate, and maintain a water delivery system to provide Central Arizona Project water to agricultural lands within Pinal and Maricopa Counties, Arizona, and within the service area of Queen Creek Irrigation District ("District").

3. WHEREAS, the United States hereby exercises its rights, reserved under the Act of August 30, 1890 (26 Stat. 391), for the construction, reconstruction, operation, and maintenance of the water distribution system over the lands set forth in the reserved right-of-way described in Exhibit "A;" and

4. WHEREAS, as part of its reserved rights the United States, its permittees, successors or assigns, may construct, reconstruct, operate, maintain, enlarge, improve, relocate, remove, repair, and renew, together with the right of access thereto for such purposes, at any time and from time to time, a water conduit and related facilities, consisting of one or more pipelines, canals, laterals, markers, air valves, manholes, valves, meters, surge control devices, buried communication conduits, and all other fixtures, devices and appurtenances related thereto, and to conduct all related activities in, on, under, and across the land described in Exhibit "A," in accordance with the rights reserved to the United States under the Act of August 30, 1890 (26 Stat. 391), under the following conditions:

(a) The United States shall have the right to use the subject lands for ingress and egress at any time without prior notice, together with the right to use roadways, lanes, and rights-of-way on property adjacent thereto, existing at any time, as may be convenient and necessary for the purposes of exercising the rights herein mentioned. The United States may, at any time, install and/or use gates in any fences which are now or may hereafter be constructed on the lands described in Exhibit "A," or on such adjoining lands for the purpose of exercising the rights herein mentioned.

(b) The rights reserved to, and exercised by, the United States shall be subject to all existing structures, fencing, canals, ditches, pipelines, roadways, and rights-of-way, and all future uses, including but not limited to the right of the Landowner of the lands described in Exhibit "A," his heirs, executors, administrators, successors, and assigns ("Landowner") to use the lands within said parcel for agricultural and other purposes, which do not or could not directly or indirectly interfere with or endanger the exercise of the rights of the United States. **PROVIDED, HOWEVER,** that the Landowner shall clear and keep clear the lands described in Exhibit "A" from explosives, buildings and structures of all kinds or facilities of a permanent nature which directly or indirectly interfere or could interfere with the rights of the United States, and the United States shall have the permanent right of exclusive use and possession within the easement within a distance of one foot of the outside surface of the United States' facilities.

(c) The United States shall have the right to do all things necessary and proper to maintain no less than 4 feet and no more than 8 feet of earth cover over underground facilities constructed within the lands described in Exhibit "A" by the United States. Land leveling or other ground surface alteration within said lands will be permitted so long as the minimum and maximum amount of earth cover specified herein is maintained, Provided, that all costs for reconstructing aboveground project facilities necessitated by land leveling or other ground surface alteration shall be borne by the Landowner. No other land leveling or ground surface alteration within said lands will be permitted without the prior written consent of the United States, which consent will not be unreasonably withheld.

5. The United States will hold such right-of-way forever for all purposes consistent with the water distribution project of the District, its successors and assigns, or any changes, or additions or modifications that may hereafter be made therein, and the United States will have the perpetual right to take and use materials, as well as all of the rights incident to such water distribution project, or any changes, additions, or modifications thereof over, upon, or across said right-of-way described in Exhibit "A."

88 501055

6. Subsequent to receiving this Notice, the Landowner will not be compensated for the loss of any crop planted on the land described in Exhibit "A," which may be destroyed or removed by the United States in the construction, operation or maintenance of the aforementioned irrigation water distribution system.

NOW, THEREFORE, all persons take notice that the United States, by virtue of the aforementioned laws, has the right to enter upon the real property described in Exhibit "A" as necessary to construct, reconstruct, repair, replace, and permanently operate and maintain the water distribution system and appurtenant facilities for the carrying of water in connection with the aforesaid Queen Creek Irrigation District water delivery project, in, over, and across the properties described in Exhibit "A" attached hereto.

UNITED STATES OF AMERICA

By: Robert J. Touhy
Project Manager
Arizona Projects Office
Bureau of Reclamation

22
AGREEMENT (XGT) 380

90 364720

Contract No. 9-07-32-L2173
Tract No. QCID-2-218-D

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
CENTRAL ARIZONA PROJECT

RECORDED IN OFFICIAL RECORDS
OF MARICOPA COUNTY, ARIZONA
AUG 13 1990 - 1 00
HEADING 18 1990 - 1 00
FEE 84 PGS 8 CA

DONATED AGREEMENT RELATING TO EXERCISE OF RESERVED RIGHT-OF-WAY

1. THIS AGREEMENT, made this 30th day of September, 1988, in pursuance of the Act of August 30, 1890 (26 Stat. 391) as amended, the Act of June 17, 1902 (32 Stat. 388) and acts amendatory thereof or supplementary thereto, the Act of September 2, 1964 (78 Stat. 808), and the Act of October 4, 1966 (80 Stat. 873), between the UNITED STATES OF AMERICA, herein styled the "UNITED STATES," represented by the officer executing this agreement and Jorde Farms, Inc., a Minnesota Corporation, herein collectively styled "Landowner."

WITNESSETH:

2. WHEREAS, the United States has exercised rights reserved under the Act of August 30, 1890 (26 Stat. 391), for the construction, reconstruction, operation, and maintenance of the QUEEN CREEK IRRIGATION DISTRICT ("District") water distribution system on certain lands owned by the Landowner, situated in Maricopa County, State of Arizona, which right-of-way is specifically described in Exhibit "A" attached hereto and by this reference made a part hereof; together with the right of ingress thereto and egress therefrom across and along adjacent lands by means of such roads and lanes as may exist from time to time thereon; and

3. WHEREAS, 43 U.S.C. Sec. 945a, requires the Secretary of the Interior to pay just compensation to the owner of private lands utilized for rights-of-way;

4. NOW, THEREFORE, the Landowner, understanding his rights to compensation as set forth in Paragraph 3 above, desires to waive all compensation, including severance damages, and thereby donates to the United States the lands for which the United States has exercised its reserved right-of-way as referred to in paragraph 2 above.

5. The Landowner hereby ratifies and affirms the right of the United States, its permittees, successors or assigns, to construct, reconstruct, operate, maintain, enlarge, improve, relocate, remove,

repair and renew, together with the right of access thereto for such purposes, at any time and from time to time, a water conduit and related facilities, consisting of one or more pipelines, canals, laterals, markers, air valves, manholes, valves, meters, surge control devices, buried communication conduits, and all other fixtures, devices and appurtenances related thereto, and to conduct all related activities in, on, under, and across the land described in Exhibit "A," in accordance with the rights reserved to the United States under the Act of August 30, 1890 (26 Stat. 391), under the following conditions:

(a) The United States shall have the right to use the subject land for ingress and egress at any time without prior notice, together with the right to use roadways, lanes and rights-of-way on property adjacent thereto, existing at any time, as may be convenient and necessary for the purposes of exercising the rights herein mentioned. The United States may, at any time, install and/or use gates in any fences which are now or may hereafter be constructed on said lands described in Exhibit "A," or on such adjoining lands for the purpose of exercising the rights herein mentioned.

(b) The rights reserved to, and exercised by, the United States shall be subject to all existing structures, fencing, canals, ditches, pipelines, roadways, and rights-of-way, and all future uses, including but not limited to the right of the Landowner of the lands described in Exhibit "A," his heirs, executors, administrators, successors, and assigns to use the lands within said parcel for agricultural and other purposes, which do not or could not directly or indirectly interfere with or endanger the exercise of the rights of the United States. The Landowner agrees and understands he will not be compensated for the loss of any crop planted on the land described in Exhibit "A," which may be destroyed or removed by the United States in the construction, operation or maintenance of the aforementioned irrigation water distribution system, if said crop was planted subsequent to the Government exercising its reserved right-of-way. PROVIDED, HOWEVER, that the Landowner shall clear and keep clear the lands described in Exhibit "A" from explosives, buildings and structures of all kinds or facilities of a permanent nature which directly or indirectly interfere or could interfere with the rights of the United States, and the United States shall have the permanent right of exclusive use and possession within the easement within a distance of one foot of the outside surface of the United States' facilities.

(c) The United States shall have the right to do all things necessary and proper to maintain no less than four feet and no more than eight feet of earth cover over underground facilities constructed within said lands described in Exhibit "A" by the United States. Land leveling or other ground surface alteration within said lands will be permitted so long as the minimum and maximum amount of earth cover specified herein is maintained, PROVIDED THAT all costs for reconstructing

aboveground project facilities necessitated by land leveling or other ground surface alteration shall be borne by the Landowner. No other land leveling or ground surface alteration within said lands will be permitted without the prior written consent of the United States, which consent will not be unreasonably withheld.

6. The United States will hold such right-of-way forever for all purposes consistent with the water distribution project of the District, its successors and assigns, or any changes, or additions or modifications that may hereafter be made therein, and the United States will have the perpetual right to take and use materials, as well as all of the rights incident to such water distribution project, or any changes, additions, or modifications thereof over, upon or across said right-of-way described in Exhibit "A."

7. This agreement shall constitute full and complete satisfaction of all claims by the Landowner to compensation under the Act of August 30, 1890 (43 U.S.C. Sec. 945a), for the land described in the attached Exhibit "A."

8. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this agreement or to any benefit that may arise herefrom, but this restriction shall not be construed to extend to this agreement if made with a corporation or company for its general benefit.

9. The Landowner warrants that no person or agency has been employed or retained to solicit or secure this agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide established commercial agencies maintained by the Landowner for the purpose of securing business. For breach or violation of this warranty, the Government shall have the right to annul this agreement without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

10. The expenditure of any money or the performance of any work by the United States herein provided for, which may require appropriations of money by Congress or the allotment of funds, shall be contingent upon such appropriations or allotments being made. The failure of Congress so to appropriate funds or the failure of an allotment of funds shall not relieve the Landowner from any obligations under this agreement and no liability shall accrue against the United States, its officers, agents, employees, successors, or assigns, in case such funds are not appropriated or allotted.

11. The provisions of this agreement shall obligate and inure to the benefit of the respective heirs, executors, administrators, successors, and assigns of the parties to this agreement.

12. The Landowner, claiming to be the rightful claimant to any and all compensation arising out of the Act of August 30, 1890 (43 U.S.C. Sec. 945a), for the lands described in the attached Exhibit "A," does hereby indemnify and hold the United States harmless from any and all competing claimants to the awards set forth in this agreement or otherwise mandated by statute.

IN WITNESS WHEREOF, the parties hereto have signed their names the day and year first above written.

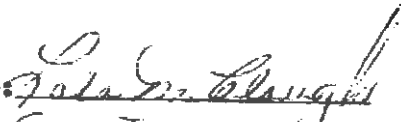
LANDOWNER

UNITED STATES OF AMERICA

Jorde Farms, Inc.

By: 
PRESIDENT

By: 
Project Manager
Arizona Projects Office
Bureau of Reclamation

By: 
SECRETARY

TITLE REPORT NO. 105,575

QUEEN CREEK, SAN TAN AND CHANDLER HEIGHTS CITRUS IRRIGATION
DISTRICTS' JOINT DISTRIBUTION PROJECT
TRACT NO. QCID-2-218D

90 364720

EXHIBIT A

DESCRIPTION OF REAL ESTATE IN MARICOPA
COUNTY, STATE OF ARIZONA

A parcel of land located in the Southwest Quarter (SW1/4) of Section Three (3), Township Two (2) South, Range Seven (7) East, Gila and Salt River Meridian, containing an area of 0.57 acre, more or less, and being more particularly described as follows:

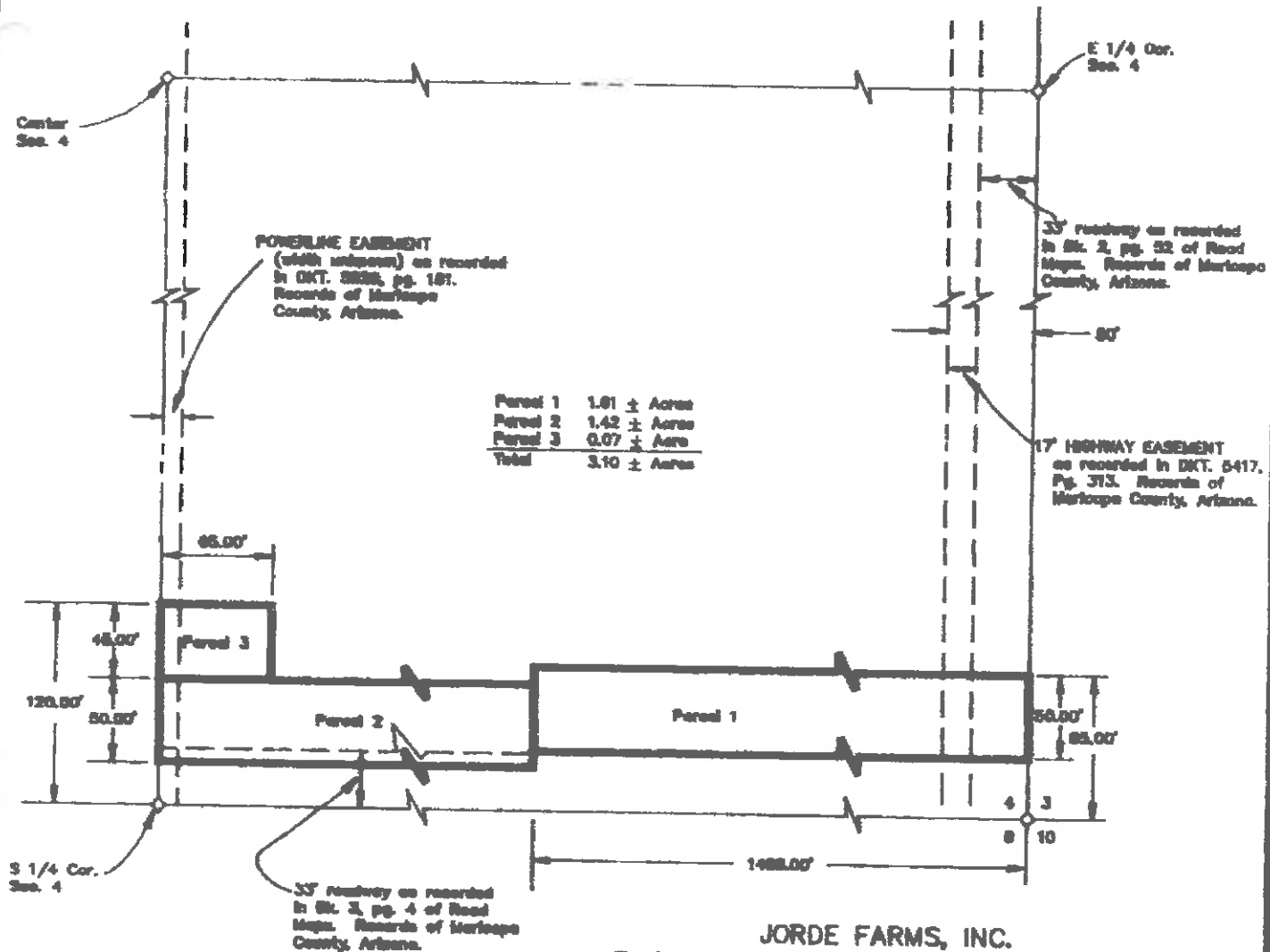
The East 50.00 feet of the South 500.00 feet
of the SW1/4 of said Section 3.

G. M. S. J. 6/2/88
Checked as to Engineering Data

Revision I - QCID Tract Number Revised

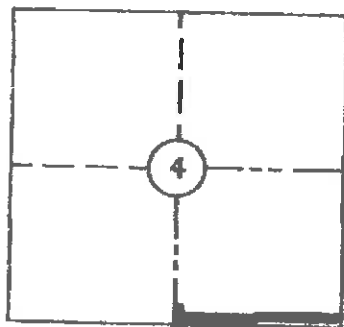
K. Carey 6-15-88

89 266807



JORDE FARMS, INC.
 3.10 ± ACRES - PERMANENT EASEMENT
 A PART OF SE 1/4, SEC. 4
 T.2S., R.7E., G.&S.R.M.
 MARICOPA COUNTY, ARIZONA

- ◇ Found sec. cor., 1/4 cor., or sec. center
- Calculated point
- ⊕ Assumed sec. cor. or 1/4 sec. cor.
- Easement Line



PREPARED BY
 W. S. GORDON & ASSOCIATES
 SCOTTSDALE, ARIZONA

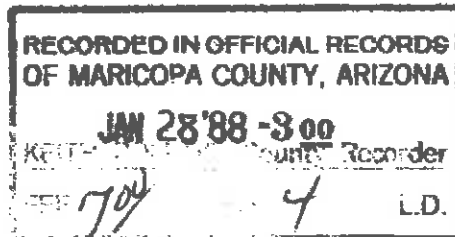
QUEEN CREEK, CHANDLER HEIGHTS CITRUS
 & SAN TAN JOINT DISTRIBUTION SYSTEM
 RIGHT OF WAY

BLM ———— JLB
 BLM ———— S. ENGEL
 JLB ———— K. CARRY

Phoenix, AZ

January 1988

344-330-7270



88 040850

NOTICE (N)

Tract No. QCID-2-219

NOTICE OF EXERCISE OF RESERVED RIGHT-OF-WAY
BY THE UNITED STATES

1. THIS NOTICE, made this 16th day of December, 1982, by the UNITED STATES OF AMERICA, hereinafter referred to as the "United States," represented by the officer executing this notice, his duly authorized representative, pursuant to the Act of Congress approved August 30, 1890 (26 Stat. 391), as amended and supplemented; and the Act of Congress approved June 17, 1902 (32 Stat. 388); and acts amendatory thereof or supplementary thereto, all of which acts are commonly known and referred to as the "Federal Reclamation Laws," and against certain lands located in the County of Maricopa, State of Arizona, and more fully described in Exhibit "A," attached hereto.
2. WHEREAS, under the Colorado River Basin Project Act of September 30, 1968 (82 Stat. 885), as amended on December 20, 1982, the Bureau of Reclamation is authorized to construct, reconstruct, operate, and maintain a water delivery system to provide Central Arizona Project water to agricultural lands within Pinal and Maricopa Counties, Arizona, and within the service area of Queen Creek Irrigation District ("District").
3. WHEREAS, the United States hereby exercises its rights, reserved under the Act of August 30, 1890 (26 Stat. 391), for the construction, reconstruction, operation, and maintenance of the water distribution system over the lands set forth in the reserved right-of-way described in Exhibit "A;" and
4. WHEREAS, as part of its reserved rights the United States, its permittees, successors or assigns, may construct, reconstruct, operate, maintain, enlarge, improve, relocate, remove, repair, and renew, together with the right of access thereto for such purposes, at any time and from time to time, a water conduit and related facilities, consisting of one or more pipelines, canals, laterals, markers, air valves, manholes, valves, meters, surge control devices, buried communication conduits, and all other fixtures, devices and appurtenances related thereto, and to conduct all related activities in, on, under, and across the land described in Exhibit "A," in accordance with the rights reserved to the United States under the Act of August 30, 1890 (26 Stat. 391), under the following conditions:

(a) The United States shall have the right to use the subject lands for ingress and egress at any time without prior notice, together with the right to use roadways, lanes, and rights-of-way on property adjacent thereto, existing at any time, as may be convenient and necessary for the purposes of exercising the rights herein mentioned. The United States may, at any time, install and/or use gates in any fences which are now or may hereafter be constructed on the lands described in Exhibit "A," or on such adjoining lands for the purpose of exercising the rights herein mentioned.

(b) The rights reserved to, and exercised by, the United States shall be subject to all existing structures, fencing, canals, ditches, pipelines, roadways, and rights-of-way, and all future uses, including but not limited to the right of the Landowner of the lands described in Exhibit "A," his heirs, executors, administrators, successors, and assigns ("Landowner") to use the lands within said parcel for agricultural and other purposes, which do not or could not directly or indirectly interfere with or endanger the exercise of the rights of the United States. PROVIDED, HOWEVER, that the Landowner shall clear and keep clear the lands described in Exhibit "A" from explosives, buildings and structures of all kinds or facilities of a permanent nature which directly or indirectly interfere or could interfere with the rights of the United States, and the United States shall have the permanent right of exclusive use and possession within the easement within a distance of one foot of the outside surface of the United States' facilities.

(c) The United States shall have the right to do all things necessary and proper to maintain no less than 4 feet and no more than 8 feet of earth cover over underground facilities constructed within the lands described in Exhibit "A" by the United States. Land leveling or other ground surface alteration within said lands will be permitted so long as the minimum and maximum amount of earth cover specified herein is maintained, Provided, that all costs for reconstructing aboveground project facilities necessitated by land leveling or other ground surface alteration shall be borne by the Landowner. No other land leveling or ground surface alteration within said lands will be permitted without the prior written consent of the United States, which consent will not be unreasonably withheld.

5. The United States will hold such right-of-way forever for all purposes consistent with the water distribution project of the District, its successors and assigns, or any changes, or additions or modifications that may hereafter be made therein, and the United States will have the perpetual right to take and use materials, as well as all of the rights incident to such water distribution project, or any changes, additions, or modifications thereof over, upon, or across said right-of-way described in Exhibit "A."

6. Subsequent to receiving this Notice, the Landowner will not be compensated for the loss of any crop planted on the land described in Exhibit "A," which may be destroyed or removed by the United States in the construction, operation or maintenance of the aforementioned irrigation water distribution system.

NOW, THEREFORE, all persons take notice that the United States, by virtue of the aforementioned laws, has the right to enter upon the real property described in Exhibit "A" as necessary to construct, reconstruct, repair, replace, and permanently operate and maintain the water distribution system and appurtenant facilities for the carrying of water in connection with the aforesaid Queen Creek Irrigation District water delivery project, in, over, and across the properties described in Exhibit "A" attached hereto.

UNITED STATES OF AMERICA

By: Robert J. Toulon
Project Manager
Arizona Projects Office
Bureau of Reclamation

[Handwritten signature]

Contract No. 9-07-32-L2174
Tract No. GCID-2-219

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
CENTRAL ARIZONA PROJECT

AGREEMENT RELATING TO EXERCISE OF RESERVED RIGHT-OF-WAY

1. THIS AGREEMENT, made this 30th day of September, 1988, in pursuance of the Act of August 30, 1890 (26 Stat. 391) as amended, the Act of June 17, 1902 (32 Stat. 388) and acts amendatory thereof or supplementary thereto, the Act of September 2, 1964 (78 Stat. 808), and the Act of October 4, 1966 (80 Stat. 873), between the UNITED STATES OF AMERICA, herein styled the "UNITED STATES," represented by the officer executing this agreement and Jorde Farms, Inc., a Minnesota corporation, herein collectively styled "Landowner."

WITNESSETH:

2. WHEREAS, the United States has exercised rights reserved under the Act of August 30, 1890 (26 Stat. 391), for the construction, reconstruction, operation, and maintenance of the QUEEN CREEK IRRIGATION DISTRICT ("District") water distribution system on certain lands owned by the Landowner, situated in Maricopa County, State of Arizona, which right-of-way is specifically described in Exhibit "A" attached hereto and by this reference made a part hereof; together with the right of ingress thereto and egress therefrom across and along adjacent lands by means of such roads and lanes as may exist from time to time thereon; and

3. WHEREAS, 43 U.S.C. Sec. 945a, requires the Secretary of the Interior to pay just compensation to the owner of private lands utilized for rights-of-way;

4. NOW, THEREFORE, the United States agrees to pay the Landowner and the Landowner agrees to accept the amount of Twenty One Thousand and NO/100 Dollars (\$21,000.00) as just and full compensation for the exercise of the rights-of-way referred to in Paragraph 2 above, and full consideration for Landowner's promises and agreements herein contained.

5. The Landowner hereby ratifies and affirms the right of the United States, its permittees, successors or assigns, to construct, reconstruct, operate, maintain, enlarge, improve, relocate, remove,

Recorded in official records of Maricopa County, Arizona		
JUN 12 1989	FEE \$5.50	PAGES 8
HELEN PURCELL, COUNTY RECORDER		

repair and renew, together with the right of access thereto for such purposes, at any time and from time to time, a water conduit and related facilities, consisting of one or more pipelines, canals, laterals, markers, air valves, manholes, valves, meters, surge control devices, buried communication conduits, and all other fixtures, devices and appurtenances related thereto, and to conduct all related activities in, on, under, and across the land described in Exhibit "A," in accordance with the rights reserved to the United States under the Act of August 30, 1890 (26 Stat. 391), under the following conditions:

(a) The United States shall have the right to use the subject land for ingress and egress at any time without prior notice, together with the right to use roadways, lanes and rights-of-way on property adjacent thereto, existing at any time, as may be convenient and necessary for the purposes of exercising the rights herein mentioned. The United States may, at any time, install and/or use gates in any fences which are now or may hereafter be constructed on said lands described in Exhibit "A," or on such adjoining lands for the purpose of exercising the rights herein mentioned.

(b) The rights reserved to, and exercised by, the United States shall be subject to all existing structures, fencing, canals, ditches, pipelines, roadways, and rights-of-way, and all future uses, including but not limited to the right of the Landowner of the lands described in Exhibit "A," his heirs, executors, administrators, successors, and assigns to use the lands within said parcel for agricultural and other purposes, which do not or could not directly or indirectly interfere with or endanger the exercise of the rights of the United States. The Landowner agrees and understands he will not be compensated for the loss of any crop planted on the land described in Exhibit "A," which may be destroyed or removed by the United States in the construction, operation or maintenance of the aforementioned irrigation water distribution system, if said crop was planted subsequent to the Government exercising its reserved right-of-way. PROVIDED, HOWEVER, that the Landowner shall clear and keep clear the lands described in Exhibit "A" from explosives, buildings and structures of all kinds or facilities of a permanent nature which directly or indirectly interfere or could interfere with the rights of the United States, and the United States shall have the permanent right of exclusive use and possession within the easement within a distance of one foot of the outside surface of the United States' facilities.

(c) The United States shall have the right to do all things necessary and proper to maintain no less than four feet and no more than eight feet of earth cover over underground facilities constructed within said lands described in Exhibit "A" by the United States. Land leveling or other ground surface alteration within said lands will be permitted so long as the minimum and maximum amount of earth cover specified herein is maintained, PROVIDED THAT all costs for reconstructing

aboveground project facilities necessitated by land leveling or other ground surface alteration shall be borne by the Landowner. No other land leveling or ground surface alteration within said lands will be permitted without the prior written consent of the United States, which consent will not be unreasonably withheld.

6. The United States will hold such right-of-way forever for all purposes consistent with the water distribution project of the District, its successors and assigns, or any changes, or additions or modifications that may hereafter be made therein, and the United States will have the perpetual right to take and use materials, as well as all of the rights incident to such water distribution project, or any changes, additions, or modifications thereof over, upon or across said right-of-way described in Exhibit "A."

7. This agreement shall constitute full and complete satisfaction of all claims by the Landowner to compensation under the Act of August 30, 1890 (43 U.S.C. Sec. 945a), for the land described in the attached Exhibit "A."

8. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this agreement or to any benefit that may arise herefrom, but this restriction shall not be construed to extend to this agreement if made with a corporation or company for its general benefit.

9. The Landowner warrants that no person or agency has been employed or retained to solicit or secure this agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide established commercial agencies maintained by the Landowner for the purpose of securing business. For breach or violation of this warranty, the Government shall have the right to annul this agreement without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

10. The expenditure of any money or the performance of any work by the United States herein provided for, which may require appropriations of money by Congress or the allotment of funds, shall be contingent upon such appropriations or allotments being made. The failure of Congress so to appropriate funds or the failure of an allotment of funds shall not relieve the Landowner from any obligations under this agreement and no liability shall accrue against the United States, its officers, agents, employees, successors, or assigns, in case such funds are not appropriated or allotted.

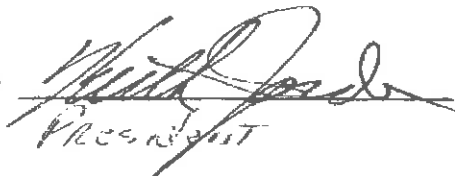
11. The provisions of this agreement shall obligate and inure to the benefit of the respective heirs, executors, administrators, successors, and assigns of the parties to this agreement.

12. The Landowner, claiming to be the rightful claimant to any and all compensation arising out of the Act of August 30, 1890 (43 U.S.C. Sec. 945a), for the lands described in the attached Exhibit "A," does hereby indemnify and hold the United States harmless from any and all competing claimants to the awards set forth in this agreement or otherwise mandated by statute.

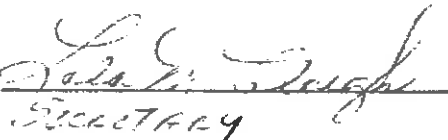
IN WITNESS WHEREOF, the parties hereto have signed their names the day and year first above written.

LANDOWNER
Jorde Farms, Inc.

UNITED STATES OF AMERICA

By 
President

By 
Project Manager
Arizona Projects Office
Bureau of Reclamation

By 
SECRETARY

TITLE REPORT NO. 100457

QUEEN CREEK, SAN TAN AND CHANDLER HEIGHTS CITRUS IRRIGATION
DISTRICTS' JOINT DISTRIBUTION PROJECT
TRACT NO. QCID-2-219

EXHIBIT A

DESCRIPTION OF REAL ESTATE
IN MARICOPA COUNTY, STATE OF ARIZONA

Three parcels of land in the Southeast Quarter (SE1/4) of Section Four (4), Township Two (2) South, Range Seven (7) East, Gila and Salt River Meridian, containing a combined area of 3.10 acres, more or less, and being separately described as follows:

Parcel 1

The North 50.00 feet of the South 85.00 feet of the East 1400.00 feet of the SE1/4 of said Section 4. Said Parcel 1 contains an area of 1.61 acres, more or less.

Parcel 2

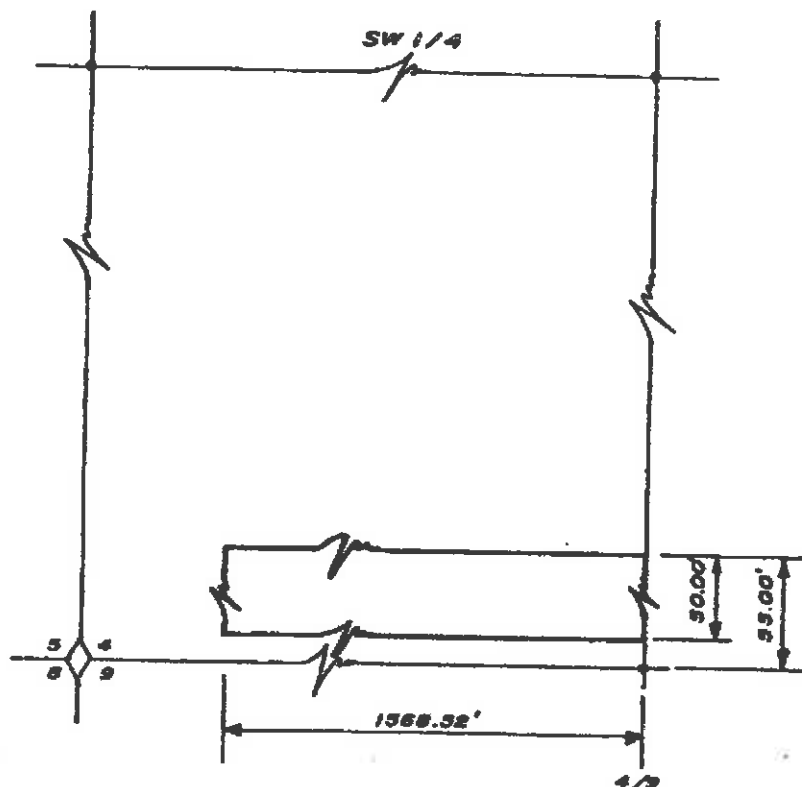
The North 50.00 feet of the South 75.00 feet of the SE1/4 of said Section 4, EXCEPT...the East 1400.00 feet thereof. Said Parcel 2 contains an area of 1.42 acres, more or less, after said exception has been made.

Parcel 3

The North 45.00 feet of the South 120.00 feet of the West 65.00 feet of the SE1/4 of said Section 4. Said Parcel 3 contains an area of 0.07 acre, more or less.

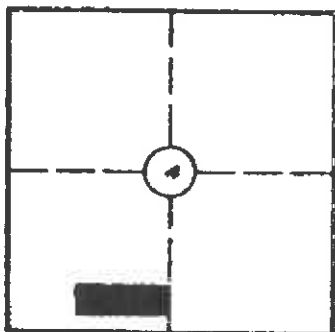
Michael D. J. 12/7/87
Checked as to Engineering Data

Kenneth J. Carey 12/11/87



MARICOPA COUNTY
1.80 ± ACRES - PERMANENT EASEMENT
A PART OF QUEENS PARK
SW1/4, SEC. 4, T.2S., R.7E., G.&S.R.M.

- ◇ Found sec. cor. or 1/4 sec. cor.
- ⊙ Calculated point
- + Assumed sec. cor. or 1/4 sec. cor.
- Easement Line



PREPARED BY W.S. GOOKIN & ASSOCIATES SCOTTSDALE, ARIZONA	
UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF RECLAMATION CENTRAL ARIZONA PROJECT SALT-GILA DIVISION-ARIZONA	
QUEEN CREEK, CHANDLER HEIGHTS CITRUS & SAN TAN JOINT DISTRIBUTION SYSTEM RIGHT OF WAY	
DESIGNED <i>PL</i>	DRAWN <i>CD</i>
CHECKED <i>PL</i>	APPROVED <i>George L. Carter</i>
PHOENIX, AZ	AUGUST 1985
344-330-7274	

TRACT NO. QCID-2-C.R.1

NOTICE OF EXERCISE OF RESERVED RIGHT-OF-WAY
BY THE UNITED STATES

88 307915

1. THIS NOTICE, made this 21st day of June, 1988, by the UNITED STATES OF AMERICA, hereinafter referred to as the "United States," represented by the officer executing this notice, his duly authorized representative, pursuant to the Act of Congress approved August 30, 1890 (26 Stat. 391), as amended and supplemented; and the Act of Congress approved June 17, 1902 (32 Stat. 388); and acts amendatory thereof or supplementary thereto, all of which acts are commonly known and referred to as the "Federal Reclamation Laws," and against certain lands located in the County of Maricopa, State of Arizona, and more fully described in Exhibit "A," attached hereto.
2. WHEREAS, under the Colorado River Basin Project Act of September 30, 1968 (82 Stat. 885), as amended on December 20, 1982, the Bureau of Reclamation is authorized to construct, reconstruct, operate, and maintain a water delivery system to provide Central Arizona Project water to agricultural lands within Pinal and Maricopa Counties, Arizona, and within the service area of Queen Creek Irrigation District ("District").
3. WHEREAS, the United States hereby exercises its rights, reserved under the Act of August 30, 1890 (26 Stat. 391), for the construction, reconstruction, operation, and maintenance of the water distribution system over the lands set forth in the reserved right-of-way described in Exhibit "A," and
4. WHEREAS, as part of its reserved rights the United States, its permittees, successors or assigns, may construct, reconstruct, operate, maintain, enlarge, improve, relocate, remove, repair, and renew, together with the right of access thereto for such purposes, at any time and from time to time, a water conduit and related facilities, consisting of one or more pipelines, canals, laterals, markers, air valves, manholes, valves, meters, surge control devices, buried communication conduits, and all other fixtures, devices and appurtenances related thereto, and to conduct all related activities in, on, under, and across the land described in Exhibit "A," in accordance with the rights reserved to the United States under the Act of August 30, 1890 (26 Stat. 391), under the following conditions:
 - (a) The United States shall have the right to use the subject lands for ingress and egress at any time without prior notice, together with the right to use roadways, lanes, and rights-of-way on property adjacent thereto, existing at any time, as may be convenient and necessary for the purposes of exercising the rights herein mentioned. The United States may, at any time, install and/or use gates in any fences which are now or may hereafter be constructed on the lands described in Exhibit "A," or on such adjoining lands for the purpose of exercising the rights herein mentioned.

RECORDED IN OFFICIAL RECORDS OF MARICOPA COUNTY ARIZONA JUN 24 '88 -11 00 KEITH FOLEY, County Recorder FEE 7.00 PGS 4 D.E.
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(b) The rights reserved to, and exercised by, the United States shall be subject to all existing structures, fencing, canals, ditches, pipelines, roadways, and rights-of-way, and all future uses, including but not limited to the right of the Landowner of the lands described in Exhibit "A," his heirs, executors, administrators, successors, and assigns ("Landowner") to use the lands within said parcel for agricultural and other purposes, which do not or could not directly or indirectly interfere with or endanger the exercise of the rights of the United States. PROVIDED, HOWEVER, that the Landowner shall clear and keep clear the lands described in Exhibit "A" from explosives, buildings and structures of all kinds or facilities of a permanent nature which directly or indirectly interfere or could interfere with the rights of the United States, and the United States shall have the permanent right of exclusive use and possession within the easement within a distance of one foot of the outside surface of the United States' facilities.

(c) The United States shall have the right to do all things necessary and proper to maintain no less than 4 feet and no more than 8 feet of earth cover over underground facilities constructed within the lands described in Exhibit "A" by the United States. Land leveling or other ground surface alteration within said lands will be permitted so long as the minimum and maximum amount of earth cover specified herein is maintained, Provided, that all costs for reconstructing aboveground project facilities necessitated by land leveling or other ground surface alteration shall be borne by the Landowner. No other land leveling or ground surface alteration within said lands will be permitted without the prior written consent of the United States, which consent will not be unreasonably withheld.

5. The United States will hold such right-of-way forever for all purposes consistent with the water distribution project of the District, its successors and assigns, or any changes, or additions or modifications that may hereafter be made therein, and the United States will have the perpetual right to take and use materials, as well as all of the rights incident to such water distribution project, or any changes, additions, or modifications thereof over, upon, or across said right-of-way described in Exhibit "A."

6. Subsequent to receiving this Notice, the Landowner will not be compensated for the loss of any crop planted on the land described in Exhibit "A," which may be destroyed or removed by the United States in the construction, operation or maintenance of the aforementioned irrigation water distribution system.

NOW, THEREFORE, all persons take notice that the United States, by virtue of the aforementioned laws, has the right to enter upon the real property described in Exhibit "A," as necessary to construct, reconstruct, repair, replace, and permanently operate and maintain the water

distribution system and appurtenant facilities for the carrying of water in connection with the aforesaid Queen Creek Irrigation District water delivery project, in, over, and across the properties described in Exhibit "A" attached hereto.

UNITED STATES OF AMERICA

By: Robert H. Taylor
Project Manager
Arizona Projects Office
Bureau of Reclamation

88 307915

TITLE REPORT NO. 13988

QUEEN CREEK, SAN TAN AND CHANDLER HEIGHTS CITRUS IRRIGATION
DISTRICTS' JOINT DISTRIBUTION PROJECT
TRACT NO. QCID-2-C.R.C.-1

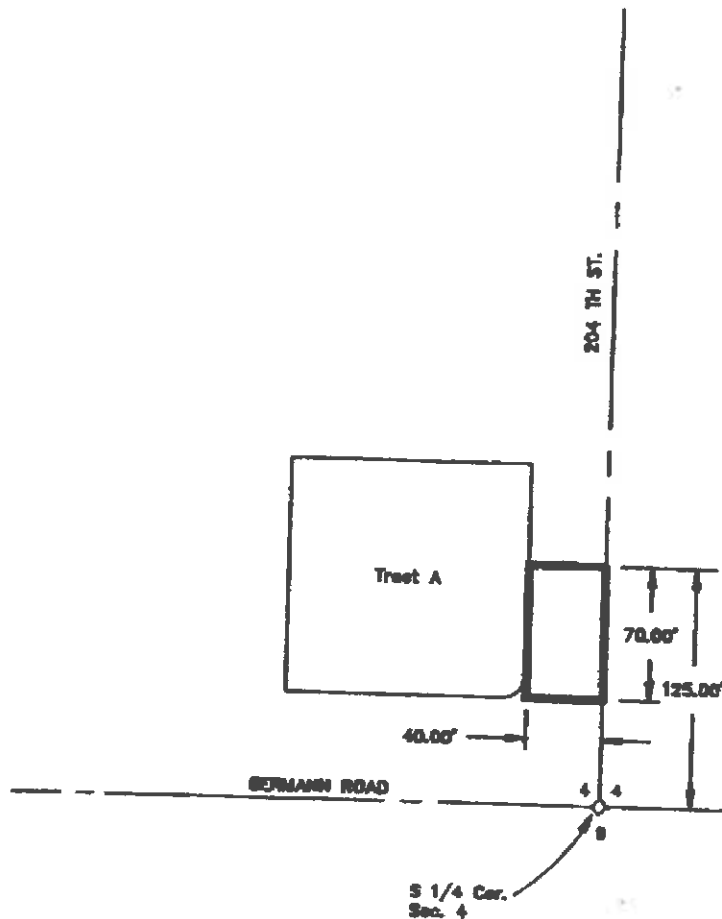
EXHIBIT A

A DESCRIPTION OF REAL ESTATE IN
MARICOPA COUNTY, ARIZONA

A parcel of land in Germann Road, in Queens Park, as recorded March 31, 1981 in Book 231 of Maps, Page 9, Records of County Recorder of Maricopa County, located in the Southwest Quarter (SW1/4) of Section Four (4), Township Two (2) South, Range Seven (7) East, Gila and Salt River Meridian, containing an area of 1.80 acres, more or less, and being described as follows:

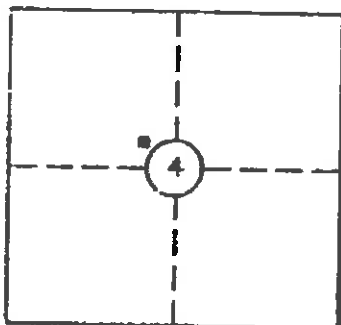
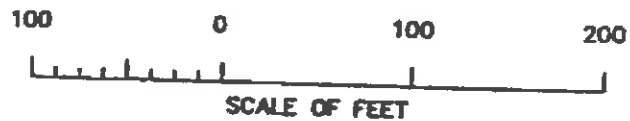
The East 1568.52 feet of the North 50.00 feet of the South 55.00 feet of the SW1/4 of said Section 4.

William E. Eden 6-10-86
Checked as to Engineering Data
NEC 7-1-86



MARICOPA COUNTY
 0.06 ± ACRE - PERMANENT EASEMENT
 A PART OF 204TH STREET
 QUEENS PARK
 SW 1/4, SEC. 4, T.2S., R.7E., G.&S.R.M.
 MARICOPA COUNTY, ARIZONA

- ◇ Found sec. cor. or 1/4 sec. cor.
- Calculated point
- ⊕ Assumed sec. cor. or 1/4 sec. cor.
- - - Easement Line



PREPARED BY W. S. COOKIN & ASSOCIATES SCOTTSDALE, ARIZONA	
USED FOR DEPARTMENT OF THE INTERIOR BUREAU OF RECLAMATION QUEEN CREEK, CHANDLER HEIGHTS CITRUS & SAN TAN JOINT DISTRIBUTION SYSTEM RIGHT OF WAY	
DESIGNED BY W. S. COOKIN	DRAWN BY W. S. COOKIN
CHECKED BY W. S. COOKIN	APPROVED BY W. S. COOKIN
Phoenix, AZ	June 1988
344-338-7778	

NOTICE OF EXERCISE OF RESERVED RIGHT-OF-WAY
BY THE UNITED STATES

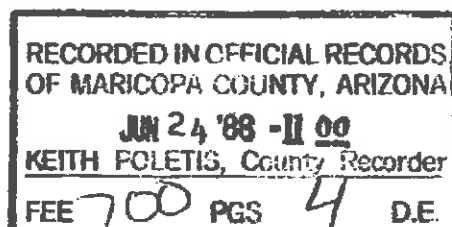
1. THIS NOTICE, made this 21st day of June, 1988, by the UNITED STATES OF AMERICA, hereinafter referred to as the "United States," represented by the officer executing this notice, his duly authorized representative, pursuant to the Act of Congress approved August 30, 1890 (26 Stat. 391), as amended and supplemented; and the Act of Congress approved June 17, 1902 (32 Stat. 388); and acts amendatory thereof or supplementary thereto, all of which acts are commonly known and referred to as the "Federal Reclamation Laws," and against certain lands located in the County of Maricopa, State of Arizona, and more fully described in Exhibit "A," attached hereto.

2. WHEREAS, under the Colorado River Basin Project Act of September 30, 1968 (82 Stat. 885), as amended on December 20, 1982, the Bureau of Reclamation is authorized to construct, reconstruct, operate, and maintain a water delivery system to provide Central Arizona Project water to agricultural lands within Pinal and Maricopa Counties, Arizona, and within the service area of Queen Creek Irrigation District ("District").

3. WHEREAS, the United States hereby exercises its rights, reserved under the Act of August 30, 1890 (26 Stat. 391), for the construction, reconstruction, operation, and maintenance of the water distribution system over the lands set forth in the reserved right-of-way described in Exhibit "A;" and

4. WHEREAS, as part of its reserved rights the United States, its permittees, successors or assigns, may construct, reconstruct, operate, maintain, enlarge, improve, relocate, remove, repair, and renew, together with the right of access thereto for such purposes, at any time and from time to time, a water conduit and related facilities, consisting of one or more pipelines, canals, laterals, markers, air valves, manholes, valves, meters, surge control devices, buried communication conduits, and all other fixtures, devices and appurtenances related thereto, and to conduct all related activities in, on, under, and across the land described in Exhibit "A," in accordance with the rights reserved to the United States under the Act of August 30, 1890 (26 Stat. 391), under the following conditions:

(a) The United States shall have the right to use the subject lands for ingress and egress at any time without prior notice, together with the right to use roadways, lanes, and rights-of-way on property adjacent thereto, existing at any time, as may be convenient and necessary for the purposes of exercising the rights herein mentioned. The United States may, at any time, install and/or use gates in any fences which are now or may hereafter be constructed on the lands described in Exhibit "A," or on such adjoining lands for the purpose of exercising the rights herein mentioned.



(b) The rights reserved to, and exercised by, the United States shall be subject to all existing structures, fencing, canals, ditches, pipelines, roadways, and rights-of-way, and all future uses, including but not limited to the right of the Landowner of the lands described in Exhibit "A," his heirs, executors, administrators, successors, and assigns ("Landowner") to use the lands within said parcel for agricultural and other purposes, which do not or could not directly or indirectly interfere with or endanger the exercise of the rights of the United States. PROVIDED, HOWEVER, that the Landowner shall clear and keep clear the lands described in Exhibit "A" from explosives, buildings and structures of all kinds or facilities of a permanent nature which directly or indirectly interfere or could interfere with the rights of the United States, and the United States shall have the permanent right of exclusive use and possession within the easement within a distance of one foot of the outside surface of the United States' facilities.

(c) The United States shall have the right to do all things necessary and proper to maintain no less than 4 feet and no more than 8 feet of earth cover over underground facilities constructed within the lands described in Exhibit "A" by the United States. Land leveling or other ground surface alteration within said lands will be permitted so long as the minimum and maximum amount of earth cover specified herein is maintained, Provided, that all costs for reconstructing aboveground project facilities necessitated by land leveling or other ground surface alteration shall be borne by the Landowner. No other land leveling or ground surface alteration within said lands will be permitted without the prior written consent of the United States, which consent will not be unreasonably withheld.

5. The United States will hold such right-of-way forever for all purposes consistent with the water distribution project of the District, its successors and assigns, or any changes, or additions or modifications that may hereafter be made therein, and the United States will have the perpetual right to take and use materials, as well as all of the rights incident to such water distribution project, or any changes, additions, or modifications thereof over, upon, or across said right-of-way described in Exhibit "A."

6. Subsequent to receiving this Notice, the Landowner will not be compensated for the loss of any crop planted on the land described in Exhibit "A," which may be destroyed or removed by the United States in the construction, operation or maintenance of the aforementioned irrigation water distribution system.

NOW, THEREFORE, all persons take notice that the United States, by virtue of the aforementioned laws, has the right to enter upon the real property described in Exhibit "A," as necessary to construct, reconstruct, repair, replace, and permanently operate and maintain the water

88 307913

distribution system and appurtenant facilities for the carrying of water in connection with the aforesaid Queen Creek Irrigation District water delivery project, in, over, and across the properties described in Exhibit "A" attached hereto.

UNITED STATES OF AMERICA

By: Robert L. Tangle
Project Manager
Arizona Projects Office
Bureau of Reclamation

TITLE REPORT NO. 13990

88 307913

QUEEN CREEK, SAN TAN AND CHANDLER HEIGHTS CITRUS
IRRIGATION DISTRICTS' JOINT DISTRIBUTION PROJECT
TRACT NO. QCID-2-C.R.C.-3

EXHIBIT A

DESCRIPTION OF REAL ESTATE IN MARICOPA
COUNTY, STATE OF ARIZONA

A parcel of land in 204th Street, in Queens Park, as recorded March 31, 1981 in Book 231 of Maps, Page 9, Records of County Recorder of Maricopa County, located in the Southwest Quarter (SW1/4) of Section Four (4), Township Two (2) South, Range Seven (7) East, Gila and Salt River Meridian, containing an area of 0.06 acre, more or less, and being more particularly described as follows:

The East 40.00 feet of the North 70.00 feet of the South 125.00 feet of the SW1/4 of said Section 4.

William E. Egan 6-10-86
Checked as to Engineering Data
George L. Egan 8-11-86